



BOPW REGULAR MEETING
THURSDAY – MAY 2, 2024, 5:30 PM
CITY HALL - COUNCIL CHAMBERS
2307 BARADA STREET
FALLS CITY, NE 68355

The Board may vote to go into Closed Session on any agenda item as allowed by State Law.

ROUTINE BUSINESS

1. Announcement of Open Meetings Act
2. Roll Call
3. Public Works Report

CONSENT AGENDA

1. Minutes Approval for April 18th, 2024
2. Agenda Approval
3. Claims Approval for April 13th, 2024 through April 26th, 2024
4. Consent Agenda

Any item listed on the Consent Agenda may, by the request of any single BOPW Member, be considered as a separate item under the Regular Agenda Section of the Agenda.

OLD BUSINESS

REGULAR BUSINESS

1. Discussion and Action – Authority for Public Works Director to finalize and execute Master Purchase and Sale Agreement and EEI Master Agreement with Evergy Kansas Central, Inc. for 10MW of capacity sales totaling \$2,820,000 beginning June 1st, 2025 to May 31st, 2030.
2. Discussion and Action – Approval to execute agreement with Southern Cathodic Protection in amount of \$25,000.00 for professional grant writing services, seeking PHMSA NGDISM funding.

ADJOURNMENT

Trevor Campbell, Public Works Director

REGULAR MEETING OF THE FALLS CITY BOARD OF PUBLIC WORKS

April 18, 2024
2307 Barada Street
Falls City, Nebraska

A regular meeting of the Board of Public Works of the City of Falls City, Nebraska, was held at the City Hall, 2307 Barada Street in said City on the 18th day of April, 2024, at 5:30 o'clock P.M. Present were: Board Members: Froeschl, Johansen, Joy, Koopman, Rieger. Absent: None. Trevor Campbell recorded the minutes of the meeting. Notice of the meeting was given in advance thereof by posting in three public places, a designated method for giving notice as shown by the Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to the Board Chairman and all members of the Board and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Chairman and Board of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The Chairman publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

CONSENT AGENDA

A motion was made by Froeschl and seconded by Johansen to approve the consent agenda as follows: *WHEREAS*, certain business of the Board of Public Works of the City of Falls City (City) transpires on a regular and routine basis or is not of controversial nature; and *WHEREAS*, roll call votes on each individual issue greatly extend the meeting time. *NOW, THEREFORE, BE IT HEREBY RESOLVED* BY the Board of Public Works that in the interest of economizing time, yet complying with the Public Meeting Laws of the State of Nebraska, which require roll call voting, the following issues are hereby consolidated in this Consent Resolution: 1. *BE IT FURTHER RESOLVED* BY the Board of Public Works that the minutes from the April 4, 2024, regular meeting are hereby approved. 2. *BE IT FURTHER RESOLVED* BY the Board of Public Works that the agenda for April 18, 2024, is hereby approved. 3. *BE IT FURTHER RESOLVED* BY the Board of Public Works that the Claims for March 30 through April 12, 2024, are hereby approved. 4. *BE IT FURTHER RESOLVED* BY the Board of Public Works that the Consent Agenda for April 18, 2024, is hereby approved. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Johansen, Joy, Koopman, Rieger. "NAY" None. "ABSENT" None. Motion carried.

REQUEST TO REDUCE SEWER BILL AT 1523 CROOK STREET DUE TO HIGH WATER USE/THI UYEN DAN NGUYEN

A motion was made by Joy and seconded by Rieger to deny request to reduce sewer bill at 1523 Crook Street. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Johansen, Joy, Koopman, Rieger. "NAY" None. "ABSENT" None. Motion carried.

REQUEST FOR ELECTRIC DEPT TO ABSORB ELECTRICIAN EXPENSES ASSOCIATED WITH MOVING OF ELECTRIC METERS NECESSARY FOR THE DOWNTOWN UNDERGROUND PROJECT. ANY BETTERMENTS WOULD BE AT THE PROPERTY OWNER'S EXPENSE.

A motion was made by Froeschl and seconded by Joy to approve the Electric Dept. to cover any electrician expenses necessary for the reconnection of power due to the necessity of the underground project but excluding any service betterments. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Johansen, Joy, Koopman, Rieger. "NAY" None. "ABSENT" None. Motion carried.

MEETING ADJOURNED AT 6:10 PM

I, the undersigned, City Clerk for the City of Falls City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chairman and Board on April 18, 2024, that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)

CITY CLERK

SECRETARY

CHAIRMAN



Expense Approval Report

By Fund

Payment Dates 4/13/2024 - 4/26/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 190 - Streets					
Rega Engineering Group Inc	19113	04/26/2024	fees	190-03-31-52197	4,500.00
Home Lumber Company	340537	04/26/2024	lumber	190-03-31-52360	31.96
Home Lumber Company	340537	04/26/2024	lumber	190-03-31-52360	34.14
Home Lumber Company	340537	04/26/2024	lumber	190-03-31-52360	46.76
Northern Safety & Industrial	906115965	04/26/2024	gloves	190-03-31-52429	40.80
Northern Safety & Industrial	906115965	04/26/2024	gloves	190-03-31-52429	40.80
Bosselman Pump & Pantry Inc	INV02687	04/26/2024	fuel	190-03-31-52014	2,208.64
Home Lumber Company	340588	04/26/2024	wood stake	190-03-31-52360	21.00
Home Lumber Company	340588	04/26/2024	deck scres	190-03-31-52360	54.95
Home Lumber Company	340588	04/26/2024	lumber	190-03-31-52360	106.50
Forten Building Group	payment #8	04/26/2024	Champoin Crossing 1st Additi...	190-03-31-53520	18,137.92
Home Lumber Company	340683	04/26/2024	giant chalk reel	190-03-31-52360	45.99
Farm & City Supply	990665	04/26/2024	float mahogany	190-03-31-52429	8.99
Farm & City Supply	990665	04/26/2024	garden sprayer	190-03-31-52429	23.99
Farm & City Supply	990665	04/26/2024	float magnesium ds	190-03-31-52429	35.99
Helena Chemical Co	DII-4925368	04/10/2024	2, 4-D Amine (gal)	190-03-31-52300	431.10
Helena Chemical Co	DII-4925368	04/10/2024	Buccaner Plus (gal)	190-03-31-52300	660.00
Concrete Industries, Inc	ij702326	04/26/2024	concrete	190-03-31-52003	894.67
Concrete Industries, Inc	ij702553	04/26/2024	concrete	190-03-31-52003	3,560.38
Husker Electric Supply	548458-00	04/12/2024	Sternberg globe A850FA/PBD...	190-03-31-52094	399.00
BOK FINANCIAL	fallscty022	04/26/2024	interest	190-03-31-54103	16,147.50
BOK FINANCIAL	fallscty022	04/26/2024	fee	190-03-31-54115	200.00
Fund 190 - Streets Total:					47,631.08
Fund: 600 - Electric					
Farm & City Supply	987658	04/26/2024	roller stem garage	600-07-61-52093	83.49
Municipal Energy Agency of NE	305412	04/26/2024	march 2024	600-07-00-52303	47,428.98
Quill Corportation	37644548	04/26/2024	organizer	600-07-61-52372	88.99
Quill Corportation	2281753	04/26/2024	credit - organizer	600-07-61-52372	-88.99
Quill Corportation	37714338	04/26/2024	organizer	600-07-61-52372	88.99
Quill Corportation	37827142	04/26/2024	chairmats	600-07-61-53610	161.73
Quill Corportation	37827142	04/26/2024	chairmats	600-07-61-53610	182.97
Quill Corportation	37827345	04/26/2024	drawer organizer	600-07-61-52372	31.18
Quill Corportation	37827345	04/26/2024	report covers	600-07-61-52372	22.14
Quill Corportation	37827345	04/26/2024	fine point markers	600-07-61-52372	12.79
Trevor Campbell	INV02823	04/26/2024	travel-lincoln	600-07-61-51310	249.82
TASC	inv3061495	04/26/2024	fees	600-07-00-52199	62.50
Jeo Consulting Group Inc	149190	04/26/2024	2021 electrical dist system im...	600-07-00-52197	3,400.60
Amazon Capital Services	1yfg-f79g-1t7c	04/26/2024	memo board	600-07-61-52372	17.98
Brad Griffin Consulting	0202402	04/26/2024	scanners	600-07-61-53610	858.00
Brad Griffin Consulting	0202403	04/26/2024	supplies	600-07-62-53610	344.79
Brad Griffin Consulting	0202406	04/26/2024	service	600-07-61-52195	1,282.50
Farris Engineering	24393	04/26/2024	services	600-07-00-52197	10,800.00
Amazon Capital Services	1DK4-PMP1-VQV6	04/26/2024	Drafting Stool	600-07-61-53615	485.97
Amazon Capital Services	1dk4-pmp1-vqv6-a	04/26/2024	drawer organizer	600-07-61-52372	12.99
Bosselman Pump & Pantry Inc	INV02824	04/26/2024	fuel	600-07-61-52014	477.45
Scheitel Feed & Seed	01024	04/26/2024	grass seed	600-07-62-52429	110.00
Amazon Capital Services	11ct-t4yf-7l9h	04/26/2024	sign holder	600-07-61-52372	29.49
Amazon Capital Services	11ct-t4yf-7l9h	04/26/2024	desktop file organizer	600-07-61-52372	52.55
Amazon Capital Services	11ct-t4yf-7l9h	04/26/2024	brochure holder	600-07-61-52372	27.98
Amazon Capital Services	11ct-t4yf-7l9h	04/26/2024	brochure holder	600-07-61-52372	27.98
Pro-Serv	268781	04/26/2024	sav 311m	600-07-61-52118	55.00
JK Energy Consulting LLC	2176	04/26/2024	service	600-07-00-52199	1,305.00
SNC SENTCO.NET, LLC	3465	04/26/2024	phones service	600-07-61-52090	110.00

Expense Approval Report

Payment Dates: 4/13/2024 - 4/26/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SNC SENTCO.NET, LLC	3465	04/26/2024	phones supplies	600-07-61-52372	2.91
SNC SENTCO.NET, LLC	3465	04/26/2024	phone supplies	600-07-61-52372	3.25
SNC SENTCO.NET, LLC	3465	04/26/2024	phones supplies	600-07-61-52372	8.00
SNC SENTCO.NET, LLC	3465	04/26/2024	avaya phones	600-07-61-52372	637.50
SNC SENTCO.NET, LLC	3465	04/26/2024	phones supplies	600-07-61-52372	2.30
Seiler Instrument & Manufact...	inv26815	04/26/2024	catalyst on demand -100pk	600-07-61-52429	500.00
Farm & City Supply	990466	04/26/2024	sd62 rotary hand pump stan d...	600-07-62-52420	53.74
Farm & City Supply	990568	04/26/2024	screwdriver set	600-07-62-52420	15.04
Farm & City Supply	990568	04/26/2024	24" tarp strap	600-07-62-52420	2.14
Farm & City Supply	990568	04/26/2024	24" strap	600-07-62-52420	2.14
Farm & City Supply	990568	04/26/2024	34" tarp strap	600-07-62-52420	7.07
JK Energy Consulting LLC	2192	04/26/2024	service	600-07-00-52199	145.00
Farm & City Supply	991111	04/26/2024	ball blb 600ips flip 1.2"	600-07-62-52429	30.08
Farm & City Supply	991163	04/26/2024	credit	600-07-61-52093	-83.49
Farm & City Supply	991164	04/26/2024	roller stem garage 6.5"	600-07-61-52093	89.75
Farm & City Supply	991302	04/26/2024	screws	600-07-61-52429	11.81
Core & Main LP	u698459	04/26/2024	sensus service	600-07-61-52195	268.75
Amazon Capital Services	1999-lyvh-vcnq	04/26/2024	led cabinet lights	600-07-61-52372	29.98
Amazon Capital Services	1999-lyvh-vcnq	04/26/2024	desktop document holder	600-07-61-52372	19.44
Amazon Capital Services	1999-lyvh-vcnq	04/26/2024	logbook	600-07-61-52372	13.57
Amazon Capital Services	1999-lyvh-vcnq	04/26/2024	desk calendar	600-07-61-52372	5.98
Amazon Capital Services	1999-lyvh-vcnq	04/26/2024	calculator	600-07-61-53610	85.14
Amazon Capital Services	19r1-kg9t-vr7v	04/26/2024	tape dispenser	600-07-61-52372	14.75
Amazon Capital Services	19r1-kg9t-vr7v	04/26/2024	desk mat pad	600-07-61-52372	26.59
Amazon Capital Services	19r1-kg9t-vr7v	04/26/2024	desk organizer	600-07-61-52372	33.59
Amazon Capital Services	19r1-kg9t-vr7v	04/26/2024	computer privacy screen	600-07-61-52372	120.99
Amazon Capital Services	1hkm-lw9f-vm3v	04/26/2024	handheld scanner	600-07-61-53610	161.55
BOK FINANCIAL	FALLSCTYCUR22	04/26/2024	principal	600-07-00-54110	42,761.25
BOK FINANCIAL	FALLSCTYCUR22	04/26/2024	agent fee	600-07-00-54115	200.00
BOK FINANCIAL	FALLSCTYI23	04/26/2024	principal	600-07-00-54110	62,560.00
BOK FINANCIAL	FALLSCTYI23	04/26/2024	agent fee	600-07-00-54115	200.00
Credit Management	INV02822	04/26/2024	payment processing - a english	600-07-00-60000	317.47
Credit Management	INV02822	04/26/2024	payment processing - s mackey	600-07-00-60000	26.78
Credit Management	INV02822	04/26/2024	payment processing - k keller	600-07-00-60000	503.29
Dutton-Lainson Co	S30089-6	04/17/2024	75 KVA 13800/7970 240 Delta...	600-07-00-10500	19,103.83
True Value Hardware	0054874	04/17/2024	Battery AA Alkaline (E1655)	600-07-00-10500	16.11
True Value Hardware	0054874	04/17/2024	Battery AAA (E1655.1)	600-07-00-10500	16.12
Dollar General Store	15763	04/18/2024	handsoap refill (X203)	600-07-00-10500	19.67
Dollar General Store	15763	04/18/2024	Bathroom Cleaner (X219)	600-07-00-10500	15.05
Dollar General Store	15763	04/18/2024	Clorox Wipes (X205)	600-07-00-10500	12.90
Dollar General Store	15763	04/18/2024	Toilet Bowl Cleaner (X212)	600-07-00-10500	12.36
Dollar General Store	15763	04/18/2024	D cell batteries (E1651)	600-07-00-10500	10.21
Dollar General Store	15763	04/18/2024	C cell batteries (E1653)	600-07-00-10500	20.43
Dollar General Store	15763	04/18/2024	Pinesol (X208)	600-07-00-10500	22.04
Border States	928216634	04/18/2024	Conduit-2"PVC SCH 40 Long Be..	600-07-00-10500	1,735.38
AMERITAS BILLING	INV02756	04/19/2024	457 After Tax %	600-07-00-21151	249.37
AMERITAS BILLING	INV02757	04/19/2024	457 Pre Tax Percentage	600-07-00-21151	1,259.11
CWA Dues	INV02760	04/19/2024	CWA Union Dues	600-07-00-21151	149.90
Medica Insurance	INV02762	04/19/2024	Group Health	600-07-00-21151	12,312.83
IBEW Local Union #1536	INV02763	04/19/2024	IBEW Union Dues	600-07-00-21151	305.02
Dearborn Life Insurance Com...	INV02764	04/19/2024	Life Insurance	600-07-00-21151	168.84
Ameritas	INV02766	04/19/2024	Pension 457 Pre-Tax	600-07-00-21151	200.00
Ameritas	INV02767	04/19/2024	Pension 457 Pre-Tax	600-07-00-21151	68.26
Ameritas	INV02768	04/19/2024	Pension 457 Pre-Tax	600-07-00-21151	300.00
Ameritas	INV02769	04/19/2024	Retirement 501a	600-07-00-21151	290.88
Ameritas	INV02770	04/19/2024	Retirement 501a	600-07-00-21151	273.02
Ameritas	INV02771	04/19/2024	Retirement 501a	600-07-00-21151	457.70
Ameritas	INV02772	04/19/2024	Retirement 501a	600-07-00-21151	306.92
Ameritas	INV02773	04/19/2024	Retirement 501a	600-07-00-21151	369.32
Ameritas	INV02774	04/19/2024	Retirement 501a	600-07-00-21151	354.52

Expense Approval Report

Payment Dates: 4/13/2024 - 4/26/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Ameritas	INV02775	04/19/2024	Retirement 501a	600-07-00-21151	288.44
Ameritas	INV02776	04/19/2024	Retirement 501a	600-07-00-21151	262.46
Ameritas	INV02777	04/19/2024	Retirement 501a	600-07-00-21151	298.22
Ameritas	INV02778	04/19/2024	Retirement 501a	600-07-00-21151	281.14
Ameritas	INV02779	04/19/2024	Retirement 501a	600-07-00-21151	263.24
Ameritas	INV02780	04/19/2024	Retirement 501a	600-07-00-21151	198.82
Ameritas	INV02781	04/19/2024	Retirement 501a	600-07-00-21151	373.66
Ameritas	INV02782	04/19/2024	Retirement 501a	600-07-00-21151	247.36
Ameritas	INV02783	04/19/2024	Retirement 501a	600-07-00-21151	428.44
Ameritas	INV02784	04/19/2024	Retirement 501a	600-07-00-21151	268.52
Ameritas	INV02785	04/19/2024	Retirement 501a	600-07-00-21151	214.94
Ameritas	INV02786	04/19/2024	Retirement 501a	600-07-00-21151	246.34
Ameritas	INV02787	04/19/2024	Retirement 501a	600-07-00-21151	409.34
Ameritas	INV02788	04/19/2024	Retirement 501a	600-07-00-21151	346.80
Ameritas	INV02789	04/19/2024	Retirement 501a	600-07-00-21151	432.64
Ameritas	INV02790	04/19/2024	Retirement 501a	600-07-00-21151	586.60
American National Bank	INV02791	04/19/2024	HSA	600-07-00-21151	200.00
American National Bank	INV02792	04/19/2024	HSA	600-07-00-21151	71.00
American National Bank	INV02793	04/19/2024	HSA	600-07-00-21151	65.00
American National Bank	INV02794	04/19/2024	HSA	600-07-00-21151	160.00
American National Bank	INV02795	04/19/2024	HSA	600-07-00-21151	20.00
Department of the Treasury	INV02796	04/19/2024	Medicare Tax	600-07-00-21151	1,723.48
Department of the Treasury	INV02797	04/19/2024	Social Security Tax	600-07-00-21151	7,369.42
Nebraska Department of Reve...	INV02798	04/19/2024	State W/H Tax	600-07-00-21151	2,260.37
Department of the Treasury	INV02799	04/19/2024	Federal W/H	600-07-00-21151	5,126.93
CWA Dues	INV02800	04/19/2024	CWA Union Dues	600-07-00-21151	29.60
Medica Insurance	INV02802	04/19/2024	Group Health	600-07-00-21151	3,664.65
Collection Services Center	INV02803	04/19/2024	Child Support	600-07-00-21151	595.38
IBEW Local Union #1536	INV02804	04/19/2024	IBEW Union Dues	600-07-00-21151	110.72
Dearborn Life Insurance Com...	INV02805	04/19/2024	Life Insurance	600-07-00-21151	48.98
Nebraska Child Support Paym...	INV02806	04/19/2024	Child Support	600-07-00-21151	216.01
Ameritas	INV02808	04/19/2024	Pension 457 Pre-Tax	600-07-00-21151	250.00
Ameritas	INV02809	04/19/2024	Retirement 501a	600-07-00-21151	354.52
Ameritas	INV02810	04/19/2024	Retirement 501a	600-07-00-21151	282.34
Ameritas	INV02811	04/19/2024	Retirement 501a	600-07-00-21151	261.22
Ameritas	INV02812	04/19/2024	Retirement 501a	600-07-00-21151	263.14
Ameritas	INV02813	04/19/2024	Retirement 501a	600-07-00-21151	218.30
Ameritas	INV02814	04/19/2024	Retirement 501a	600-07-00-21151	176.74
Ameritas	INV02815	04/19/2024	Retirement 501a	600-07-00-21151	173.08
Ameritas	INV02816	04/19/2024	Retirement 501a	600-07-00-21151	173.08
Ameritas	INV02817	04/19/2024	Retirement 501a	600-07-00-21151	13.75
Department of the Treasury	INV02818	04/19/2024	Medicare Tax	600-07-00-21151	466.86
Department of the Treasury	INV02819	04/19/2024	Social Security Tax	600-07-00-21151	1,996.12
Nebraska Department of Reve...	INV02820	04/19/2024	State W/H Tax	600-07-00-21151	754.61
Department of the Treasury	INV02821	04/19/2024	Federal W/H	600-07-00-21151	1,335.10
Amazon Capital Services	163M-JW3Q-CY JC	04/23/2024	XL LONG SLEEVE UV RATED T...	600-07-00-10500	89.94
				Fund 600 - Electric Total:	248,166.32

Fund: 610 - Water

Hach Chemical Co	13968016	04/26/2024	1457799 Ascorbic Acid /100	610-07-65-52429	40.41
Hach Chemical Co	13968016	04/26/2024	2527025 Arsenic Free AccuVac..	610-07-65-52429	250.10
Hach Chemical Co	13968016	04/26/2024	2105528 Free Chlorine powd...	610-07-65-52429	259.53
Hach Chemical Co	13968016	04/26/2024	2556900 CL 17 Analyzer Free ...	610-07-65-52429	328.31
TASC	Inv3061495	04/26/2024	fees	610-07-65-52199	12.50
Brad Griffin Consulting	0202403	04/26/2024	service	610-07-65-53610	344.79
Brad Griffin Consulting	0202406	04/26/2024	service	610-07-65-52195	1,282.50
Brad Griffin Consulting	202404	04/26/2024	monitor	610-07-65-53610	150.00
Brad Griffin Consulting	202404	04/26/2024	mini computer	610-07-65-53610	719.00
Bosselman Pump & Pantry Inc	INV02824	04/26/2024	fuel	610-07-65-52014	186.65
Seiler Instrument & Manufact...	inv26815	04/26/2024	catalyst on demand -100pk	610-07-65-52429	500.00
Edwards Chemicals	in146378	04/26/2024	Edwards Chemicals	610-07-65-52300	409.00

Expense Approval Report

Payment Dates: 4/13/2024 - 4/26/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Edwards Chemicals	in146378	04/26/2024	Edwards Chemicals	610-07-65-52300	96.10
Farm & City Supply	990671	04/26/2024	dur batt lthm 123 1pk	610-07-65-52096	9.66
Farm & City Supply	990671	04/26/2024	coupl brs 3/4fh-1/2fp ace	610-07-65-52096	9.23
Farm & City Supply	990671	04/26/2024	hex brushing	610-07-65-52096	6.45
Farm & City Supply	990680	04/26/2024	j bend	610-07-65-52429	5.36
Martin Marietta	42121265	04/12/2024	Martin Marietta - 1 1/2 rock	610-07-65-52094	399.96
Mississippi Ilme Co	1721249	04/26/2024	Lime for Water Plant	610-07-65-52300	9,123.82
Nebraska Generator Service L...	16267	04/26/2024	generator inspection	610-07-65-52096	738.66
Martin Marietta	42145346	04/16/2024	Martin Marietta - 1 1/2 rock	610-07-65-52094	198.99
Core & Main LP	u698459	04/26/2024	sensus service	610-07-65-52195	268.75
Farm & City Supply	991371	04/26/2024	couple brs	610-07-65-52096	9.24
Farm & City Supply	991371	04/26/2024	nipple	610-07-65-52096	4.93
Martin Marietta	42166403	04/17/2024	Martin Marietta - 1 1/2 rock	610-07-65-52094	199.67
Lincoln Winwater Works Co	099303 02	04/19/2024	4" flanged gate valve A-2361-...	610-07-65-10500	1,462.00
Border States	928216649	04/19/2024	1" SCH 40 PVC CONDUIT	610-07-65-53900	333.47
Border States	928216649	04/19/2024	1" SCH 40 90 DEGREE ELBOWS	610-07-65-53900	8.79
Fund 610 - Water Total:					17,357.87

Fund: 620 - Gas

TASC	inv3061495	04/26/2024	fees	620-07-63-52199	50.00
Brad Griffin Consulting	0202403	04/26/2024	service	620-07-63-53610	344.79
Brad Griffin Consulting	0202406	04/26/2024	service	620-07-63-52195	1,282.50
Brad Griffin Consulting	202405	04/26/2024	mini computers	620-07-63-53610	1,438.00
Bosselman Pump & Pantry Inc	INV02824	04/26/2024	fuel	620-07-63-52014	489.60
Groeбner	233994-00	04/26/2024	stud snap	620-07-63-52429	18.06
Groeбner	233994-00	04/26/2024	rock salt	620-07-63-52429	132.86
Harmon's OK Tire	56349	04/26/2024	tire repairs	620-07-63-52015	73.05
PEFA, INC	3338	04/12/2024	natural gas March 2024	620-07-63-52303	17,168.82
Martin Marietta	42121265	04/12/2024	Martin Marietta - 1 1/2 rock	620-07-63-52094	399.95
Martin Marietta	42145346	04/16/2024	Martin Marietta - 1 1/2 rock	620-07-63-52094	198.98
Core & Main LP	u698459	04/26/2024	sensus service	620-07-63-52195	268.75
Martin Marietta	42166403	04/17/2024	Martin Marietta - 1 1/2 rock	620-07-63-52094	199.67
True Value Hardware	0054873	04/17/2024	BRUSH - 2" PAINT (G4568)	620-07-63-10500	71.72
Wolfe Printing	1897	04/22/2024	natural gas awareness brochu...	620-07-63-52118	913.75
Border States	928216623	04/19/2024	gasket 1" 20LT swivel (G4311)	620-07-63-10500	80.63
Fund 620 - Gas Total:					23,131.13

Fund: 630 - Wastewater

Farm & City Supply	989272	04/26/2024	batteries	630-07-64-52199	24.71
Farm & City Supply	989272	04/26/2024	batteries	630-07-64-52199	24.72
Farm & City Supply	989272	04/26/2024	rebate	630-07-64-52199	-2.00
Brad Griffin Consulting	0202403	04/26/2024	service	630-07-64-53610	344.78
Brad Griffin Consulting	0202406	04/26/2024	service	630-07-64-52195	1,282.50
Bosselman Pump & Pantry Inc	INV02824	04/26/2024	fuel	630-07-64-52014	78.56
Farm & City Supply	990272	04/26/2024	latex gloves	630-07-64-52333	3.21
Farm & City Supply	990272	04/26/2024	latex gloves	630-07-64-52333	3.22
Farm & City Supply	990348	04/26/2024	cordless caulk gun	630-07-64-52420	52.66
Agco Plus	p01039	04/26/2024	freight	630-07-64-52199	22.77
Martin Marietta	42121265	04/12/2024	Martin Marietta - 1 1/2 rock	630-07-64-52094	399.96
Martin Marietta	42145346	04/16/2024	Martin Marietta - 1 1/2 rock	630-07-64-52094	198.99
Farm & City Supply	991290	04/26/2024	14.5" hd uv black	630-07-64-52096	18.26
Farm & City Supply	991290	04/26/2024	11.8" Stand dty uv black	630-07-64-52096	21.58
Core & Main LP	u698459	04/26/2024	sensus service	630-07-64-52195	268.75
Martin Marietta	42166403	04/17/2024	Martin Marietta - 1 1/2 rock	630-07-64-52094	199.67
Fund 630 - Wastewater Total:					2,942.34

Grand Total: 339,228.74

Report Summary

Fund Summary

Fund	Payment Amount
190 - Streets	47,631.08
600 - Electric	248,166.32
610 - Water	17,357.87
620 - Gas	23,131.13
630 - Wastewater	<u>2,942.34</u>
Grand Total:	339,228.74

Account Summary

Account Number	Account Name	Payment Amount
190-03-31-52003	Concrete	4,455.05
190-03-31-52014	Vehicle/Equipment Main...	2,208.64
190-03-31-52094	Infrastructure Maintena...	399.00
190-03-31-52197	Engineering Expense	4,500.00
190-03-31-52300	Chemicals	1,091.10
190-03-31-52360	Lumber	341.30
190-03-31-52429	Supplies & Materials	150.57
190-03-31-53520	Street-New Roadway	18,137.92
190-03-31-54103	Interest Expense	16,147.50
190-03-31-54115	Debt Service Fees	200.00
600-07-00-10500	Inventory-Electric Gener...	21,074.04
600-07-00-21151	Payroll Deductions Payab..	50,593.05
600-07-00-52197	Engineering Expense	14,200.60
600-07-00-52199	Other Contractual Servic...	1,512.50
600-07-00-52303	Commodity Purchase for...	47,428.98
600-07-00-54110	Principal Payments	105,321.25
600-07-00-54115	Debt Service Fees	400.00
600-07-00-60000	Transfers Out	847.54
600-07-61-51310	Training, Meetings & Co...	249.82
600-07-61-52014	Vehicle/Equipment Main...	477.45
600-07-61-52090	Office Equipment Repair	110.00
600-07-61-52093	Building/Grounds Maint...	89.75
600-07-61-52118	Printing Expense	55.00
600-07-61-52195	Technology Expense	1,551.25
600-07-61-52372	Office Supplies	1,242.92
600-07-61-52429	Supplies & Materials	511.81
600-07-61-53610	Office Equipment	1,449.39
600-07-61-53615	Furniture/Fixtures	485.97
600-07-62-52420	Small Equipment	80.13
600-07-62-52429	Supplies & Materials	140.08
600-07-62-53610	Office Equipment	344.79
610-07-65-10500	Inventory-Water	1,462.00
610-07-65-52014	Vehicle/Equipment Main...	186.65
610-07-65-52094	Infrastructure Maintena...	798.62
610-07-65-52096	Operational Equipment ...	778.17
610-07-65-52195	Technology Expense	1,551.25
610-07-65-52199	Other Contractual Servic...	12.50
610-07-65-52300	Chemicals	9,628.92
610-07-65-52429	Supplies & Materials	1,383.71
610-07-65-53610	Office Equipment	1,213.79
610-07-65-53900	Other Capital Outlay	342.26
620-07-63-10500	Inventory-Gas	152.35
620-07-63-52014	Vehicle/Equipment Main...	489.60
620-07-63-52015	Vehicle/Equipment Repa...	73.05
620-07-63-52094	Infrastructure Maintena...	798.60
620-07-63-52118	Printing Expense	913.75
620-07-63-52195	Technology Expense	1,551.25
620-07-63-52199	Other Contractual Servic...	50.00

Account Summary

Account Number	Account Name	Payment Amount
620-07-63-52303	Commodity Purchase for...	17,168.82
620-07-63-52429	Supplies & Materials	150.92
620-07-63-53610	Office Equipment	1,782.79
630-07-64-52014	Vehicle/Equipment Main...	78.56
630-07-64-52094	Infrastructure Maintena...	798.62
630-07-64-52096	Operational Equipment ...	39.84
630-07-64-52195	Technology Expense	1,551.25
630-07-64-52199	Other Contractual Servic...	70.20
630-07-64-52333	Uniforms/Safety Supplies	6.43
630-07-64-52420	Small Equipment	52.66
630-07-64-53610	Office Equipment	344.78
	Grand Total:	339,228.74

Project Account Summary

Project Account Key	Payment Amount
None	335,494.67
21100152197	3,400.60
24100053900	333.47
	Grand Total:
	339,228.74

EXECUTIVE SUMMARY

City of Falls City - Firm Capacity

OVERVIEW OF EVERGY

Evergy, Inc. (NYSE:EVRG), through its operating subsidiaries Evergy Kansas Central, Evergy Metro, and Evergy Missouri West, provides clean, safe and reliable energy to 1.7 million customers in Kansas and Missouri. By combining Great Plains Energy and Westar Energy in 2018, a leading energy company was created that provides value to shareholders and a stronger company for customers. <https://investors.evergy.com/homepage>

OUR INDICATIVE PROPOSAL

MW	10		
Capacity (Firm /Deliverable)	Firm Capacity		
Capacity or Capacity & Energy	Capacity Only		
Term Beginning	6/1/2025		
Term Years	Minimim of 5 Years		
Purchaser	Evergy Kansas Central		
Transmission Study / Upgrades	Needs to be submitted, May for December results		
Pricing	see table below		
Agreement	EEl		
Credit Review	Pending		
Year	KW month	Dollars	
June 1 2025 to May 31 2026	\$ 4.50	\$540,000.00	
June 1 2026 to May 31 2027	\$ 4.60	\$552,000.00	
June 1 2027 to May 31 2028	\$ 4.70	\$564,000.00	
June 1, 2028 to May 31 2029	\$ 4.80	\$576,000.00	
June 1, 2029 to May 31 2030	\$ 4.90	\$588,000.00	
Total		\$2,820,000.00	

PLEASE NOTE THAT THIS IS ONLY A BUSINESS PROPOSAL. THIS IS NOT A LEGAL BINDING OFFER AND DOES NOT OBLIGATE EITHER PARTY TO ENTER INTO AN AGREEMENT REGARDING THE SUBJECT HEREIN. THIS PROPOSAL IS SUBJECT TO AND CONDITIONED UPON MARKET CONDITIONS, RECEIVING AUTHORIZED MANAGEMENT APPROVAL AND SIGNING A DEFINITIVE WRITTEN AGREEMENT CONTAINING TERMS AND CONDITIONS MUTUALLY AGREEABLE TO BOTH PARTIES. THIS MESSAGE AND ANY FILES TRANSMITTED WITH IT ARE PRIVILEGED INFORMATION AND ARE CONFIDENTIAL.

**MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER**

Agreement – Capacity

This Confirmation is being provided pursuant to and in accordance with the EEI Master Agreement (Agreement) between City of Falls City, NE (hereinafter “Falls City” or Seller) and Evergy Kansas Central, Inc. (hereinafter “Evergy” or “Buyer”) executed on 06/01/2024, and constitutes part of and is subject to the terms and provisions of such Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Agreement. Otherwise, the terms of the Agreement shall govern this Transaction. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

Seller City of Falls City, NE

Buyer: Evergy Kansas Central

Delivery Period: June 15, 2025 through May 31, 2030

Product; Contract Quantity:

Unit Firm Capacity in the Contract Quantity specified in the following table:

Contract Year	Capacity Charge \$/kW-Mo.	Contract Quantity	Capacity Payment (\$/year)
June 1, 2025 to May 31, 2026	\$4.50	10,000 kW	\$540,000
June 1, 2026 to May 31, 2027	\$4.60	10,000 kW	\$552,000
June 1, 2027 to May 31, 2028	\$4.70	10,000 kW	\$564,000
June 1, 2028 to May 31, 2029	\$4.80	10,000 kW	\$576,000
June 1, 2029 to May 31, 2030	\$4.90	10,000 kW	\$588,000

Any partial failure to deliver the Contract Quantity from the Facility due to Force Majeure, Facility derate, outage or reduction of accredited capacity from the Southwest Power Pool shall be on a pro rata basis with other third party sales of Unit Firm Capacity by Seller from the Facility to the electric grid. Any such reductions shall also include a corresponding reduction in capacity payment.

Must Offer:

Seller shall be required to offer the Contract Quantity of Capacity from the Facility in the SPP Day-Ahead Market on a daily basis during the Delivery Period when the Facility is available in support of Buyer’s obligation to provide Capacity and Offer energy associated with such Capacity into the SPP Day-Ahead Market during the Delivery Period in accordance with the SPP Tariff and SPP Protocols when the Facility is available.

Unit:

- Unit 7: 5.2 MW
- Unit 8: 5.3 MW
- Unit 9: 9.2 MW

Delivery Hours:

All hours

Delivery Point:

The Nnode for the Facility busbar identified as "OPPD_MEAN_FCU_LA" as established by Southwest Power Pool, Inc. or its successor ("SPP").

Transmission Condition Precedent:

Except to the extent waived by Buyer, in its sole discretion, in a written notice sent to Seller, Buyer's obligation to perform this Confirmation shall be contingent upon the following:

Buyer obtaining firm network transmission service for the Contract Quantity without incurring significant Directly Assigned Upgrade Costs (as defined in the SPP Tariff) to deliver the Product from the Delivery Point to Buyer's load in SPP. Buyer shall make timely application for such firm transmission service with the applicable Transmission Provider such that Buyer's application will be studied as part of the Aggregate Transmission Service Study run by SPP titled the "2024-AG1" study. Buyer shall diligently pursue obtaining the necessary firm transmission service. Buyer shall have the right to terminate this Confirmation, upon ten (10) days' written notice to Seller, if Buyer has not obtained firm transmission service in accordance with this condition precedent by the Transmission Service Deadline. Each Party shall be relieved of all obligations pursuant to this Confirmation without any further financial or other obligation to the other Party as a result of such termination or otherwise; provided that each Party shall be responsible for its own costs and expenses incurred prior to such termination. Failure by Buyer to provide such written notice by the date that is ten (10) days after the Transmission Service Deadline will be deemed a waiver of Buyer's right to terminate the Confirmation by Buyer.

Buyer shall be responsible for all applicable transmission service charges and transmission losses for such transmission service contemplated in Buyer's request.

Availability:

No later than 0700 hours Central Prevailing Time on the day prior to the first day of the Delivery Period, Seller shall provide to Buyer a notice (the "Availability Notice") setting forth for each hour of the following Operating Day the expected availability and, as applicable, any total megawatt hour derate of the Facility as it pertains to the Contract Quantity during such hour. Such notice shall have continuing effect for each day of the Deliverability Period, until updated in such day by Seller. Seller shall update such notice promptly with any changes to the availability of the Contract Quantity. Seller shall furthermore update the SPP Market Monitor through updates to the SPP outage notification system ("CROW") with any outages or derates affecting Buyer's Contract Quantity of Capacity and provide Buyer with such updates.

Contract Price:

For each month during the Delivery Period, Buyer shall pay Seller the Capacity Payment. The Capacity Payment shall be calculated as the Capacity Charge for the applicable contract year set forth in the table above multiplied by the Contract Quantity.

Communication:

Seller shall have the obligation to notify the SPP Market Monitor of this Capacity Confirmation through the Market Monitoring Data Depository (MMDD) or any such successor system.

Representations and Warranties:

Seller represents and warrants that: (1) it is the owner and operator of the Facility or has sufficient contractual rights to the Capacity of the Facility to satisfy its obligations herein; (2) the Facility will be demonstrated and have accredited installed capacity of a summer net capability sufficient for Seller to satisfy its obligation to sell and deliver to Buyer the Contract Quantity; and (3) the Unit Firm Capacity subject to this Confirmation has not been sold to any other entity.

NERC Responsibilities:

Each Party shall comply with any and all NERC Reliability Standards and any and all NERC rules applicable to it in connection with its obligations and performance under this Confirmation.

Additional Definitions:

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the EEI Master or the SPP Documents, as the context requires.

“Capacity” means the accredited installed capacity of the Facility, representing the megawatt output level that the Facility is capable of continuously producing and making available at the Delivery Point during each hour of the Delivery Period.

“Day-Ahead” has the meaning set forth in Attachment AE to the SPP Tariff.

“Day-Ahead Market” has the meaning set forth in Attachment AE to the SPP Tariff.

“Integrated Marketplace” has the meaning set forth in Attachment AE to the SPP Tariff.

“Offer” has the meaning set forth in Attachment AE to the SPP Tariff.

“Operating Day” has the meaning set forth in Attachment AE to the SPP Tariff. “Pnode” has the meaning set forth in Attachment AE to the SPP Tariff.

“SPP Documents” shall mean the Southwest Power Pool, Inc.’s (“SPP”) (i) Open Access Transmission Tariff, Sixth Revised Volume No. 1 (“SPP Tariff”) on file with the FERC, as may be amended from time to time; and (ii) the SPP Operating Criteria and SPP Planning Criteria, (collectively “SPP Criteria”), as the same may be amended from time to time.

“SPP Tariff” means the SPP Open Access Transmission Tariff, Sixth Revised Volume No. 1, as may be amended from time to time.

IN WITNESS WHEREOF, the parties have executed this Confirmation as of the date first written above.

CITY OF FALLS CITY, NE
(Seller)

EVERGY KANSAS CENTRAL, INC.
(Buyer)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

MASTER POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

(For use with Paragraph 10 to the Collateral Annex)

This *Master Power Purchase and Sale Agreement* (“*Master Agreement*”) is made as of the following date: _____ (“*Effective Date*”). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the “*Agreement*.” The Parties to this *Master Agreement* are the following:

Name: (or “Party A”)

Name: Evergy Kansas Central, Inc. (or “Party B”)

All Notices:

All Notices: P.O Box 889 (66601-0889)

Street:

Street: 818 South Kansas Avenue

City: State: Zip:

City: Topeka State: KS Zip: 66612

Attn:

Attn: Contract Administration

Phone:

Phone: (785) 575-8128

Facsimile:

Email: credit.risk@evergy.com

Duns:

Duns: 00-694-3781

Federal Tax ID Number:

Federal Tax ID Number: 48-0290150

Invoices:

Attn:

Invoices:

Attn: Manager, Power Accounting

Phone:

Phone: (785) 575-1644

Facsimile:

Email: Jill.Koch@evergy.com

Scheduling:

Attn:

Scheduling:

Attn: Real Time Trading

Phone:

Phone: (785) 575-1685

Facsimile:

Email: Jesse.Schmidt@evergy.com

Payments:

Attn:

Payments:

Attn: Treasury

Phone:

Phone: (816) 556-2283

Facsimile:

Email: Treasury@evergy.com

Wire Transfer:

BNK:

Wire Transfer:

BNK: Wells Fargo Bank

ABA:

ABA: 121000248

ACCT:

ACCT: 4813009271

Credit and Collections:

Attn:

Credit and Collections:

Attn: Manager, Energy Trading & Credit Risk

Phone:

Phone: (785) 508-2356

Facsimile:

Email: credit.risk@evergy.com

With additional Notices of an Event of Default or Potential Event of Default to:

Attn:
Phone:
Facsimile:

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: Law Department
Phone: (785) 508-2382
Facsimile: (785) 575-8136

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff:

FERC Electric Tariff N/A Dated: N/A Docket #: N/A

Party B Tariff:

FERC Electric Tariff Dated: 3/2/14 Docket #: ER14-724-001
5th Rev. Vo. No. 6

Article Two

Transaction Terms and Conditions Optional provision in Section 2.4. If not checked, inapplicable.

Article Four

Remedies for Failure to Deliver or Receive Accelerated Payment of Damages. If not checked, inapplicable.

Article Five

Events of Default; Remedies

Cross Default for Party A:

Party A: Cross Default Amount \$

Other Entity: Cross Default Amount \$

Cross Default for Party B:

Party B: Evergy Kansas Central, Inc. Cross Default Amount \$

Other Entity: Cross Default Amount \$

5.6 Closeout Setoff

Option A (Applicable if no other selection is made.)

Option B – Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows:

Option C (No Setoff)

Article 8

Credit and Collateral Requirements

8.1 Party A Credit Protection:

(a) Financial Information:

Option A

Option B Specify:

Option C

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable

If applicable, the provisions of Section 8.1 (c) of the Agreement shall be replaced by the provisions of the Collateral Annex.

Party B Collateral Threshold: See Collateral Annex Paragraph 10.

Party B Independent Amount: See Collateral Annex Paragraph 10.

Party B Rounding Amount: See Collateral Annex Paragraph 10.

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party B if Party B's Credit Rating falls below BBB- from S&P or Baa3 from Moody's or if Party B is no longer rated by either S&P or Moody's.

- Other:
Specify:

(e) Guarantor for Party B: N/A

Guarantee Amount:

8.2 Party B Credit Protection:

(a) Financial Information:

- Option A
- Option B Specify:
- Option C Specify:

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold: See Collateral Annex Paragraph 10

- Not Applicable
- Applicable

If applicable, the provisions of Section 8.2 (c) of the Agreement shall be replaced by the provisions of the Collateral Annex.

Party A Collateral Threshold: See Collateral Annex Paragraph 10.

Party A Independent Amount: See Collateral Annex Paragraph 10.

Party A Rounding Amount: See Collateral Annex Paragraph 10.

(d) Downgrade Event:

Not Applicable

Applicable

If applicable, complete the following:

It shall be a Downgrade Event for Party A if Party A's Credit Rating falls below BBB- from S&P or Baa3 from Moody's or if Party A's is no longer rated by either S&P or Moody's.

Other:

Specify:

(e) Guarantor for Party A:

Guarantee Amount: \$ _____, or an amount mutually agreed to by the parties from time to time in accordance with Party A's Collateral Threshold as defined above.

Article 10

Confidentiality

Confidentiality Applicable

If not checked, inapplicable.

Schedule M

Party A is a Governmental Entity or Public Power System

Party B is a Governmental Entity or Public Power System

Add Section 3.6. If not checked, inapplicable

Add Section 8.3. If not checked, inapplicable

Other Changes Yes

Specify, if any: See additional provisions set forth below.

Other Changes

Below are modifications and amendments to certain provisions of the Edison Electric Institute Master Purchase and Sales Agreement (“the Master Agreement”) version 2.1 modified 4/25/00. To the extent these modifications conflict with any terms and conditions contained in the Master Agreement, said modifications shall prevail.

Cover Sheet – Schedule M

Delete the reference to “Section 8.6” and replace it with “Section 8.4”.

Article 1:

Section 1.12 “Credit Rating” is superseded. See Paragraph 10 to the Collateral Annex.

Section 1.23 “Force Majeure” is amended by replacing the word “anticipated” in the third line with “reasonably foreseeable.”

Section 1.27 “Letter(s) of Credit” is superseded. See Paragraph 10 to the Collateral Annex.

Section 1.4 “Business Day” is amended to replace “Party from whom” with “Party to whom”.

Section 1.45 “Performance Assurance” is superseded. See Paragraph 10 to the Collateral Annex.

Section 1.50 “Recording” is amended by replacing the reference “Section 2.4” with “Section 2.5.”

Section 1.51 “Replacement Price” is amended by deleting in line 5 “at Buyer’s option” and replacing it with “absent a purchase”.

Section 1.53 “Sales Price” is amended by Deleting in line 5 “at Seller’s option” and replacing it with “absent a sale”.

Article 2:

Section 2.1 “Transactions” shall be amended by adding the phrase “, electronically via an electronic trading platform,” immediately before the phrase “or, if expressly required by either Party” in the first sentence.

Section 2.4 “Additional Confirmation Terms” is amended by deleting the words “either orally or” in line seven.

Section 2.5 “Recording” is amended by deleting from the first sentence the words “Unless a Party expressly objects to a Recording (defined below) at the beginning of a telephone conversation,” thereby making the first sentence of this section to read “Each Party consents to the creation...”

Article 3:

Section 3.2 “Transmission and Scheduling” is amended by renaming this section “Transmission, Scheduling and Imbalance Charges.” Section 3.2 is further amended by inserting the following sentences at the end thereof:

“Buyer shall assume all liability for and reimburse Seller within 30 days of presentation of an invoice for any Penalties incurred as a result of Buyer’s failure to (i) notify Seller of a failure to Schedule or a change in a Schedule or (ii) abide by a transmitting utility’s tariff and scheduling policies. Seller shall assume all liability for and reimburse Buyer within 30 days of presentation of an invoice for any Penalties incurred as a result of Seller’s failure to (i) notify Buyer of a failure to Schedule or a change in a Schedule or (ii) abide by a transmitting utility’s tariff and scheduling policies. The Parties shall promptly notify each other as soon as possible of any imbalance that is occurring or has occurred and shall cooperate to eliminate imbalances and minimize Penalties to the extent possible. Penalties shall be defined as any fees, liabilities, assessments or similar charges assessed by a Transmission Provider as a result of a Party’s failure to comply with its obligations hereunder.”

Section 3.3 “Force Majeure” is amended as follows:

- (i) In the third line, replace: “notice and” with “prompt oral notice, followed by written notice, of the”.
- (ii) In the seventh line, insert: “use commercially reasonable efforts to” before “remedy”.

Article 4:

Section 4.1 “Seller Failure” is amended by inserting the following at the end of the last sentence:

“and the origin of the values used in said calculation which must be derived from a commercially reasonable source.”

Section 4.2 “Buyer Failure” is amended by inserting the following at the end of the last sentence:

“and the origin of the values used in said calculation which must be derived from a commercially reasonable source.”

Article 5:

Section 5.1(e) is amended by adding “or the Collateral Annex hereto” at the end of that subsection.

Section 5.1(g) is amended by replacing the phrase at the beginning of sixth line, “indebtedness for borrowed money”, with “Specified Indebtedness”. Section 5.1(g) is further amended by adding the following sentence at the end thereof:

“‘Specified Indebtedness’, referred to in Section 5.1 (g), shall mean any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of any money.”

Section 5.2 “Declaration of an Early Termination Date and Calculation of Settlement Amounts” is amended by reversing the placement of “(i)” and “to” and deleting from the last two lines: “, as soon thereafter as is reasonably practicable.” and replacing it with:

“, then each such Transaction shall be terminated as soon thereafter as reasonably practicable, and upon termination shall be deemed to be a Terminated Transaction and the Termination Payment payable in connection with all such Transactions shall be calculated in accordance with Section 5.3 below). The Gains and Losses for each Terminated Transaction shall be determined by calculating the amount that would be incurred or realized to replace or to provide the economic equivalent of the remaining payments or deliveries in respect of that Terminated Transaction. In either case, the Non-Defaulting Party (or its agent) may determine its Gains and Losses by reference to information either available to it internally or supplied by one or more unaffiliated third parties including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets. Third parties supplying such information may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information.”

Section 5.4 “Notice of Payment of Termination Payment” is amended by adding the following at the end of the paragraph:

“Notwithstanding any provision to the contrary contained in this Agreement, the Non-Defaulting Party shall not be required to pay to the Defaulting Party any amount under Article 5 until the Non-Defaulting Party receives confirmation satisfactory to it in its reasonable discretion (which may include an opinion of its counsel) that all other obligations of any kind whatsoever of the Defaulting Party to make any payments to the Non-Defaulting Party or any of its Affiliates under this Agreement or otherwise which are due and payable as of the Early Termination Date have been fully and finally performed.”

Section 5.7 “Suspension of Performance” is amended by renumber subparagraph (ii) to (iii) and insert a new subparagraph (ii) that reads as follows: “(ii) to suspend payment until the Event of Default or Potential Event of Default is cured,” and delete from line 5 “ten (10)” and replace it with “twenty (20)”.

Article 8:

Insert a new Section 8.4 as follows:

“Section 8.4. UCC Waiver. Section 8 of the Agreement and, if applicable, the Collateral Annex, set forth the entirety of the agreement of the Parties regarding credit, collateral and adequate assurances. Except as expressly set forth in the options elected by the Parties in respect of Sections 8.1 and 8.2, in Section 8.3, and in the relevant portions of the Collateral Annex, neither Party:

- a) has or will have any obligation to post margin, provide letters of credit, pay deposits, make any other prepayments or provide any other financial assurances, in any form whatsoever, or
- b) will have reasonable grounds for insecurity with respect to the creditworthiness of a Party that is complying with the relevant provisions of Section 8 of this Agreement;

and all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.”

Article 10:

Section 10.2 “Representations and Warranties” is amended by replacing clauses (x), (xi) and (xii) in their entirety with the following:

“(x) it is an “eligible commercial entity” within the meaning of Section 1a (11) of the Commodity Exchange Act, as amended by the Commodity Futures Modernization Act of 2000 (the “Commodity Exchange Act”);

(xi) it is an “eligible contract participant” within the meaning of Section 1a (12) of the Commodity Exchange Act; and

(xii) each Transaction that is not executed or traded on a “trading facility”, as defined in Section 1(a)(33) of the Commodity Exchange Act, is subject to individual negotiation by the Parties.”

Section 10.4 “Indemnity” is amended by adding the following as the last sentence of this section:

“Notwithstanding this Article 10.4, no obligation of indemnification shall arise with respect to any claim to the extent the same resulted from the gross negligence, willful misconduct, or bad faith of the indemnified party.”

Section 10.6 “Governing Law” is amended by deleting “NEW YORK” and replacing it with “KANSAS”.

Section 10.10 “Forward Contract” is amended by adding the following provision at the end thereof:

“Each Party further agrees that, for purposes of this Agreement, the other Party is not a “utility” as such term is used in 11 U.S.C. Section 366, and each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort.”

Section 10.11 “Confidentiality” is amended by adding the following paragraph at the end thereof:

“It shall not be deemed a breach hereunder if a Party discloses the terms and conditions of a Transaction, including the name or any other identifying information relating to the other Party, as required to be disclosed by law.”

New Section 10.12 is added as follows:

“10.12 Index Transactions. If the Contract Price for a Transaction is determined by reference to a Price Source, then:

(a) Market Disruption. If a Market Disruption Event occurs on any one or more days during a Determination Period (each day, a “Disrupted Day”), then:

- The fallback Floating Price, if any, specified by the Parties in the relevant Confirmation shall be the Floating Price for each Disrupted Day.
- If the Parties have not specified a fallback Floating Price, then the Parties will endeavor, in good faith and using commercially reasonable efforts, to agree on a substitute Floating Price, taking into consideration, without limitation, guidance, protocols or other recommendations or conventions issued or employed by trade organizations or industry groups in response to the Market Disruption Event and other prices published by the Price Source or alternative price sources with respect to the Delivery Point or comparable Delivery Points that may permit the Parties to derive the Floating Price based on historical differentials.
- If the Price Source retrospectively issues a Floating Price in respect of a Disrupted Day (a "Delayed Floating Price") before the parties agree on a substitute Floating Price for such day, then the Delayed Floating Price shall be the Floating Price for such Disrupted Day. If a Delayed Price is issued by the Price Source in respect of a Disrupted Day after the Parties agree on a substitute Floating Price for such day, the substitute Floating Price agreed upon by the Parties will remain the Floating Price without adjustment unless the Parties expressly agree otherwise.
- If the Parties cannot agree on a substitute Floating Price and the Price Source does not retrospectively publish or announce a Floating Price, in each case, on or before the fifth Business Day following the first Trading Day on which the Market Disruption Event first occurred or existed, then the Floating Price for each Disrupted Day shall be determined by taking the arithmetic mean of quotations requested from four leading dealers in the relevant market that are unaffiliated with either Party and mutually agreed upon by the Parties ("Specified Dealers"), without regard to the quotations with the highest and lowest values, subject to the following qualifications:
 - If exactly three quotations are obtained, the Floating Price for each such Disrupted Day will be the quotation that remains after disregarding the quotations having the highest and lowest values.
 - If fewer than three quotations are obtained, the Floating Price for each such Disrupted Day will be the average of the quotations obtained.
 - If the Parties cannot agree upon four Specified Dealers, then each of the Parties will, acting in good faith and in a commercially reasonable manner, select up to two Specified Dealers separately, and those selected dealers shall be the Specified Dealers.
- Unless otherwise agreed, if at any time the Parties agree on a substitute Floating Price for any Disrupted Day, then such substitute Floating Price shall be the Floating Price for such Disrupted Day, notwithstanding the subsequent publication or announcement of a Delayed Floating Price by the relevant Price Source or any quotations obtained from Specified Dealers.

"Determination Period" means each calendar month a part or all of which is within the Delivery Period of a Transaction.

"Exchange" means, in respect of a Transaction, the exchange or principal trading market specified as applicable to the relevant Transaction.

"Floating Price" means a Contract Price specified in a Transaction that is based upon a Price Source.

"Market Disruption Event" means, with respect to any Price Source, any of the following events:

- (a) the failure of the Price Source to announce, publish or make available the specified Floating Price or information necessary for determining the Floating Price for a particular day;
- (b) the failure of trading to commence on a particular day or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the Exchange, RTO or in the market specified for determining a Floating Price;
- (c) the temporary or permanent discontinuance or unavailability of the Price Source;
- (d) the temporary or permanent closing of any Exchange or RTO specified for determining a Floating Price; or
- (e) a material change in the formula for or the method of determining the Floating Price by the Price Source or a material change in the composition of the Product.

"Price Source" means, in respect of a Transaction, a publication or such other origin of reference, including an Exchange or RTO, containing or reporting or making generally available to market participants (including by electronic means) a price, or prices or information from which a price is determined, as specified in the relevant Transaction.

"RTO" means any regional transmission operator or independent system operator.

"RTO Transaction" means a Transaction in which the Price Source is an RTO.

"Trading Day" means a day in respect of which the relevant Price Source ordinarily would announce, publish or make available the Floating Price.

- (b) Corrections to Published Prices. If the Floating Price published, announced or made available on a given day and used or to be used to determine a relevant price is subsequently corrected by the relevant Price Source (i) within 30 days of the original publication, announcement or availability, or (ii) in the case of RTO Transactions only, within such longer time period as is consistent with the RTO's procedures and guidelines, then either Party may notify the other Party of that correction and the amount (if any) that is payable as a result of that correction. If, not later than thirty (30) days after publication or announcement of that correction, a Party gives notice that an amount is so payable, the Party that originally either received or retained such amount will, not later than three (3) Business Days after such notice is effective, pay, subject to any applicable conditions precedent, to the other Party that amount, together with interest at the Interest Rate for the period from and including the day on which payment originally was (or was not) made to but excluding the day of payment of the refund or payment resulting from that correction. Notwithstanding the foregoing, corrections shall not be made to any Floating Prices agreed upon by the Parties or determined based on quotations from Specified Dealers pursuant to paragraph (a) above unless the Parties expressly agree otherwise.
- (c) Rounding. When calculating a Floating Price, all numbers shall be rounded to three (3) decimal places. If the fourth (4th) decimal number is five (5) or greater, then the third (3rd) decimal number shall be increased by one (1), and if the fourth (4th) decimal number is less than five (5), then the third (3rd) decimal number shall remain unchanged.

New Section 10.13 is added as follows:

“10.13 Dispute Negotiation. Party A and Party B shall attempt, in good faith, to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between authorized representatives.”

New Section 10.14 is added as follows:

“10.14. No Challenges; Defense of Agreement. Neither Party will exercise any of its respective rights under Section 205 or Section 206 of the Federal Power Act to challenge or seek to modify any of the rates or other terms and conditions of this Agreement.”

New Section 10.15 is added as follows:

“Section 10.15 FERC Standard of Review; Mobile-Sierra Waiver.

- a) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in subsection (b) below is unenforceable or ineffective as to such Party), a non-party or FERC acting *sua sponte*, shall be the “public interest” standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956)(the “Mobile-Sierra” doctrine).
- b) In addition, and notwithstanding the foregoing subsection (a), to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable law, the “sanctity of contract” principles acknowledged by FERC in its Notice of Proposed Policy Statement (Issued August 1, 2002) in Docket No. PL02-7-000, Standard of Review for Proposed Changes to Market-Based Rate Contracts for Wholesale Sales of Electric Energy by Public Utilities, (“NPPS”) shall prevail and neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this subsection (b) shall not apply, provided that, consistent with the foregoing subsection (a) neither Party shall seek any such changes except under the "public interest" standard of review and otherwise as set forth in the foregoing section (a).

c) In connection with the foregoing, the Parties acknowledge that, pursuant to the NPPS, FERC has invited interested persons to submit comments with respect to the provisions thereof and therefore agree that, if and to the extent FERC adopts in a final or subsequent policy statement (“FPS”) which requires, in order to exclude application of the just and reasonable standard under the Mobile-Sierra doctrine, the use of specific language which varies from that set out in the foregoing subsection (a), then the foregoing subsection(a) shall, without further action of either Party, be deemed amended to incorporate such specific language that requires the public interest standard of review, provided that to the extent that the specific language adopted in an FPS is in any way inconsistent with the mutual intent of the Parties in this regard as currently set forth in the foregoing subsections (a) and (b), then the Parties agree to meet to attempt to negotiate in good faith an amendment to this Section 10 to address such inconsistencies, provided further that neither Party shall be obligated in any way to agree to any such amendment if to do so would be inconsistent with such current mutual intent as expressed herein or would expose such Party in any way to greater risk of changes being ordered by FERC to this Agreement.”

New Section 10.16 is added as follows:

“10.16 Utility Disclaimer. Each Party further agrees that, for purposes of this Agreement, the other Party is not a “utility” as such term is used in 11 U.S.C. Section 366, and each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort.”

New Section 10.17 is added as follows:

“10.17 Paragraph 10 to the Collateral Annex and the Collateral Annex. The Parties agree that the provisions contained in the Paragraph 10 to the Collateral Annex and the Collateral Annex drafted on May 16, 2002 and published by the EEI as amended and attached hereto, are incorporated into and applied to this Master Agreement.”

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed in one or more counterparts (each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement) as of the date first above written. The Parties expressly acknowledge the validity of facsimile counterparts of the executed Master Agreement, if any, which may be transmitted in advance of, or in lieu of, executed original documents.

Party A –
By: _____
Name:
Title:

Party B – Evergy Kansas Central, Inc.
By: _____
Name: Dana Shipley
Title: Director, Risk Management

May 31, 2023

Mr. Marc Ramsey
Gas Superintendent
Falls City Utilities
(O): (402) 245-2691
m.ramsey@fallscityne.us

**RE: PROPOSAL FOR PROFESSIONAL GRANT SERVICES
2023 PHMSA NGDISM GRANTS
FALLS CITY UTILITIES**

Dear Mr. Ramsey;

Southern Cathodic Protection Company (SCPC) is pleased to provide our proposal for professional grant writing and application services for the Falls City Utilities, herein referred to as the "City". The grant application will be completed in accordance with the Infrastructure Investment and Jobs Act, as passed into law, and PHMSA's Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) Grant Program guidelines. The next Notice of Funding Opportunity (NOFO) expected release is May 2023.

Scope of Services

Our proposed scope of work will include technical writing of the project and budget narratives, online submission of grant application, and collaboration with City staff and other consultants, working on behalf of City, to gather necessary documentation to compile the application. In addition to the outlined scope elements, SCPC will leverage our industry-related intelligence to structure the grant application for the best chance of receiving full project funding. Our experience and contacts within the industry will allow us to provide quick, precise, and informed judgments as the grant program evolves.

Throughout the project, SCPC will conduct regular progress meetings to ensure conformance with your organization's objectives and timely delivery of a complete application.

Pricing

SCPC proposes a time-and-expense based project with a budgetary not-to-exceed (NTE) limit of **Twenty-Five Thousand Dollars (\$25,000.00)**. All billable hours and expenses shall be billed in accordance with our 2023 Engineering Rate Schedule, attached.

All work will be conducted under the supervision of an AMPP (formerly NACE International) certified Corrosion Specialist who is also a registered Professional Engineer (PE) in 14 states. SCPC will provide detailed time and expense sheets, as well as progress tracking for each scope element through the entirety of the grant application process.

Qualifiers

- 1) Should additional services be required (such as project identification, alignment preparation, preliminary engineering report, similar production-type analysis, or exhibit development), combined with the original scope, exceed the aforementioned budgetary estimate, such additional services will be charged on the basis of the rates outlined above. Any additional charges due to scope changes will be discussed with the client and a new NTE limit will be negotiated.
- 2) Pricing is based upon frequent and open communication with City employees across various departments. The City will furnish all necessary documents to support a complete grant application. These documents may include, but are not limited to, historically disadvantaged areas, local wage rates, local internship programs, economic development plans, natural gas distribution system description information such as system maps, supporting exhibits, distribution integrity management program (DIMP) risk rankings, annual Department of Transportation (DOT) reports, historical documents such as leak history, cathodic protection history, and completed pipeline replacement projects to date. The City, or other consultants working on behalf of the City, shall provide project planning and preliminary engineering design, preliminary drawings, estimated line-item construction costs (material and labor), preliminary construction schedules (Gantt Chart), and other supporting documentation necessary to complete the project.
- 3) Schedule of work is to be mutually agreed upon.
- 4) Invoicing will be submitted on a monthly basis and terms of payment are net 30 days.

We trust you will find our proposal to be complete and satisfactory and look forward to working with you on this project. If you have any questions, or require additional information, please feel free to contact us. If ready to proceed, see *Acceptance and Notice to Proceed* section on page 3 of 3.

Sincerely,

Southern Cathodic Protection Co.



Kevin M. Murphy
Business Development Manager
AMPP CP2 No. 70065
(404) 904-6142

Acceptance and Notice to Proceed

Falls City Utilities

Southern Cathodic Protection Company

Falls City Authorized Representative

Consultant's Authorized Representative

Name (Print)

Name (Print)

Title

Title

Signature

Signature

Date

Date

Purchase Order No. (Attach if applicable)

**SOUTHERN CATHODIC PROTECTION COMPANY
ENGINEERING RATE SCHEDULE
2023**

Principal Engineer	\$400.00/Hour
Professional Engineer	\$295.00/Hour
Project Manager	\$235.00/Hour
Senior Corrosion Engineer	\$195.00/Hour
Corrosion Engineer	\$160.00/Hour
Technical Writer	\$160.00/Hour
Corrosion Technician	\$135.00/Hour
GIS Technician	\$105.00/Hour
CAD Technician	\$97.00/Hour
Associate	\$65.00/Hour
Subsistence	@ Cost + 15%
Automobile	\$55.00/Day Min. + \$.70/Mile
Public Transportation	@ Cost + 15%
Consumable Materials	@ Cost + 25%

The above rates include all necessary tools and standard instruments for performing engineering services. All work will be performed under the supervision of a registered Professional Engineer accredited by AMPP (formerly NACE) as a Corrosion Specialist. All rates are portal-to-portal.
