

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

IN THE MATTER OF THE APPLICATION OF)
EVERGY KANSAS CENTRAL, INC., AND)
EVERGY KANSAS SOUTH, INC. FOR)
APPROVAL TO MAKE CERTAIN CHANGES)
IN THEIR CHARGES FOR ELECTRIC SERVICE)
PURSUANT TO K.S.A. 66-117.)

DOCKET NO. 25-EKCE-294-RTS

TESTIMONY IN SUPPORT OF SETTLEMENT AGREEMENT

JOSH FRANTZ

ON BEHALF OF

THE CITIZENS' UTILITY RATEPAYER BOARD

JULY 17, 2025

1 **I. Introduction**

2 **Q. Please state your name, employer, and business address.**

3 A. My name is Joshua (Josh) Frantz. I am employed by the Citizens' Utility Ratepayer Board
4 ("CURB") as a Senior Regulatory Analyst. My business address is 1500 SW Arrowhead
5 Road, Topeka, Kansas 66604.

6
7 **Q. Have you previously testified in this docket?**

8 A. Yes. On June 6, 2025, I filed Direct Testimony in this docket on behalf of CURB. A
9 summary of my qualifications can be found in that testimony.

10
11 **Q. What is the purpose of your testimony?**

12 A. I am testifying in support of the *Unanimous Settlement Agreement* ("Agreement") filed in
13 this docket on July 15, 2025. My testimony provides the reasons CURB recommends
14 approval of the Agreement.

15
16 **II. Background**

17 **A. Application**

18 **Q. Please provide a brief overview of the Company's initial proposal.**

19 A. On January 31, 2025, Evergy Kansas Central, Inc., and Evergy Kansas South, Inc.,
20 (collectively "Evergy Kansas Central," "EKC," or "Company") filed an Application with

1 the Commission requesting a base rate change of approx. \$192.1 million.¹ The Company
2 requested a rate of return (“ROR”) of approx. 7.69%² with a return on equity (“ROE”)
3 component of 10.50%.³

4 EKC also requested the following:

- 5 • Approval of EKC’s proposed cost allocation and rate design for each class of
6 customer, changes to existing rate schedules, and the creation of new rate schedules
7 as proposed in EKC’s testimony.
- 8 • Approval of a nuclear production tax credit (“PTC”) tracker and granting deferral
9 to ensure all benefits related to the nuclear PTCs are preserved and returned to
10 customers.
- 11 • Approval of modifications to the terms of the prior Western Plains Wind Farm
12 settlement to reflect current considerations and align its regulation with the terms
13 in place for the Persimmon Creek Wind Farm.
- 14 • Approval of Tracker 2 for Pension and OPEBs to be included in rate base as an
15 update to the prior agreement based on changes in market conditions.
- 16 • Approval of the Stay Connected Pilot (“SCP”) program as requested.
- 17 • Approval of the Conversion Plan to convert non-LED private, unmetered lights,
18 and defer incremental costs for consideration to a future general rate proceeding.
- 19 • Granting a waiver of the Billing Standards to allow EKC to execute the rate changes
20 resulting from this docket based on the customer billing cycle date instead of on
21 one fixed date for everyone.
- 22 • Approval of continuation of the regulatory asset and liability treatments, including
23 continuation of reg asset/liability tracker mechanisms.
- 24 • Approval of an amortization rate request for New plant account 30316 for software.

¹ Joint Application, ¶2 (Jan. 31, 2025) (“Application”).

² Application, Section 3(i) p.2.

³ Application, ¶9.

B. CURB's Position

Q. Please summarize CURB's filed position ahead of settlement discussions.

A. Regarding cost of capital, CURB's recommendation in direct testimony was 7.07% ROR with an ROE component of 9.50%.⁴ In cross-answering testimony, CURB accepted KCC Staff's recommended long-term debt and holding company debt components⁵ which reduced CURB's recommended ROR to 6.92%.⁶

Regarding revenue requirement, CURB's recommendation in direct testimony was a base rate increase of no higher than approx. \$132.2 million.⁷ CURB's recommendation in cross-answering testimony was an increase of approx. \$115.8 million.⁸

Regarding class revenue allocation, CURB recommended 110% allocation of the system average increase to Residential and 91% to Small General Service ("SGS").⁹ In comparison, EKC's proposal allocated 110% to Residential and 93% to SGS.¹⁰

Regarding rate design, CURB recommended the customer charges for Residential and SGS remain unchanged at \$14.25 and \$25.29 per month, respectively.¹¹ In comparison, EKC's proposal increased the Residential customer charge to \$16.38 per month and the SGS customer charge to \$28.49 per month.¹²

Conceptually, CURB is supportive of fairly structured low-income relief programs

⁴ Direct Testimony of J. Randall Woolridge, PhD, Table 2 (June 6, 2025) ("Woolridge Direct").

⁵ Direct Testimony of Adam H. Gatewood, pg. 20 (June 6, 2025).

⁶ Cross-Answering Testimony of J. Randall Woolridge, PhD, Table 2 (June 20, 2025).

⁷ Direct Testimony of Mark E. Garrett, pg.8 (Jun. 6, 2025).

⁸ Cross-Answering Testimony of Mark E. Garrett, pg. 6 (Jun. 20, 2025) ("Garrett Cross").

⁹ Direct Testimony of Glenn A. Watkins, Table 10 (Jun. 6, 2025) ("Watkins Direct").

¹⁰ Direct Testimony of Marisol E. Miller, pg. 18 (Jan. 31, 2025). ("Miller Direct").

¹¹ Watkins Direct, pg. 38.

¹² Miller Direct, Schedule MEM-3.

1 to address energy burden. Therefore, CURB did not reject the Company's proposed SCP
2 program outright; instead, CURB recommended several modifications to the program.¹³
3 The Company, in its rebuttal testimony, agreed to some of CURB's modifications but
4 opposed others.¹⁴ Prior to settlement, CURB's outstanding modifications to the SCP were:

- 5 • SCP participants should be required to enroll in Average Payment Plan.
- 6 • The monthly bill credit for SCP participants should be limited to the lesser of 50%
7 of the monthly bill or \$100.
- 8 • Shareholders should fund the administrative costs of the SCP in order that all
9 program funds can be distributed as bill credits.
- 10 • Reductions to bad debt and increases in revenue attributable to the SCP should be
11 accounted for.

12 In cross-answering testimony, CURB agreed with KCC Staff's recommendation¹⁵ to
13 defer the Panasonic sales margin revenues and any applicable cost to serve the Panasonic
14 load not included in this docket. The sales margin revenues would be recorded as a
15 regulatory liability to be returned to customers in EKC's next rate proceeding.¹⁶
16

17 **Q. Prior to settlement negotiations, did CURB update or revise any of its positions?**

18 **A.** Yes, CURB revised its recommended ROR and revenue requirement based upon
19 corrections KCC Staff made to its filed position. As discussed above, in cross-answering
20 testimony, CURB adopted KCC Staff's recommended capital structure. After the Parties

¹³ See Direct Testimony of Josh Frantz, pp. 17–18 (Jun. 6, 2025).

¹⁴ See Rebuttal Testimony of Kimberly H. Winslow, pg. 11 (Jul. 3, 2025).

¹⁵ See Direct Testimony of Chad Unrein, pp. 39–41 (June 6, 2025).

¹⁶ Garrett Cross, pp. 5–6.

1 filed cross-answering testimony but prior to settlement discussions, KCC Staff updated its
2 formulation of the Company's capital structure, correcting EKC's cost of long-term debt
3 from 4.38% to 4.63%. Based upon KCC Staff's correction, CURB calculated its revised
4 recommended revenue requirement to be \$123.3 million and ROR to be 7.03%.

5
6 **III. Settlement**

7 **Q. Have the parties reached a settlement on this matter?**

8 A. Yes. The Agreement was filed on July 15, 2025.

9
10 **Q. Who are the signatory parties to the settlement?**

11 A. The signatory parties are: EKC; KCC Staff; CURB; HF Sinclair El Dorado Refining LLC;
12 Unified School District #232, Johnson County, Kansas; Unified School District #233,
13 Olathe Schools District; Unified School District #259, Sedgwick County, Kansas; The
14 Kroger Co.; Department of Defense and Other Federal Executive Agencies; CVR Refining
15 CVL, LLC; Cargill, Inc.; Occidental Chemical Corporation; Lawrence Paper Company;
16 Kansas Agribusiness Retailers Association; Kansas Grain and Feed Association; Renew
17 Kansas Biofuels Association; The Goodyear Tire & Rubber Company; Spirit
18 AeroSystems, Inc.; Associated Purchasing Services; CCPS Transportation, LLC; Walmart
19 Inc.; Wichita Regional Chamber of Commerce; Kansas Chamber of Commerce and
20 Industry, Inc.; and International Brotherhood of Electrical Workers, Local Union 304.

1 Kansas Gas Service, a division of One Gas Inc. and Black Hills/Kansas Gas Utility
2 Company, LLC are not signatories, but do not oppose the Agreement.
3

4 **Q. Is the Agreement a unanimous settlement agreement?**

5 A. Yes, the Agreement meets the criteria of a “unanimous settlement agreement,” as defined
6 in K.A.R. 82-1-230a(2).¹⁷
7

8 **Q. Please outline the key provisions of the Agreement, relevant to CURB’s interests.**

9 A. Relevant to CURB’s interests, key provisions of the Agreement are as follows:

- 10 • EKC’s overall annual revenue requirement increase should be \$128.0 million,
11 inclusive of the rebase of property tax.
- 12 • EKC should be authorized to use 8.45% as its pre-tax ROR for regulatory
13 accounting purposes.
- 14 • The Parties acknowledge that no stated ROE is included in the settlement. For
15 purposes of transmission delivery charge (“TDC”) filings, the Parties agree an ROE
16 of 9.70% should be utilized.
- 17 • EKC should be authorized to implement a nuclear PTC tracker with deferral to
18 ensure all benefits related to the nuclear PTC are preserved and returned to
19 customers. The Agreement details how the deferred amount will be returned via a
20 line-item bill credit.
- 21 • Before the end of calendar year 2025, KCC Staff should convene discussions with
22 all Kansas investor-owned utilities to discuss the utilities’ positions pertaining to
23 rate base treatment for Pension Tracker 2.

¹⁷ "Unanimous settlement agreement" means an agreement that is entered into by all parties to the proceeding or an agreement that is not opposed by any party that did not enter into the agreement.

- EKC should confer with Staff and CURB regarding development and implementation of a hazard tree program.
- EKC should implement an Earnings Review Surveillance (“ERS”) Report. For each calendar year until the effective date following EKC’s next general rate case, any positive difference between earned ROE and a 9.70% ROE amount shall be multiplied by 50% and then deferred as a regulatory liability to be provided to retail electric customers in EKC’s subsequent general rate case.
- EKC should develop rates for each class based on an agreed upon set of allocation factors and billing determinants. For all customer classes other than residential and MGS, excluding the new optional TOU rate, the increase allocated to the customer class should be spread across the rate components equally.
 - The agreed upon allocation percentages of the system average increase to Residential and SGS are 105.2% and 95.2%, respectively.
 - The customer charge for all residential customer classes should be \$15.25.
- When EKC’s CWIP rider is implemented, costs will be allocated to customer classes utilizing the weighted average of 4CP and 12CP.
- Evergy will implement voltage differentiation in its RECA and ECA mechanisms. These voltage differentials will be based on the energy loss factors from Evergy’s most recent loss study.
- EKC should be allowed to withdraw its SCP proposal without prejudice.

IV. Evaluation

Q. What criteria does the Commission generally consider when reviewing unanimous settlement agreements?

A. Generally, the Commission will accept a unanimous settlement agreement if the following three criteria are met: 1) the agreement is supported by substantial competent evidence; 2)

1 the agreement will result in just and reasonable rates or charges; and 3) the results of the
2 agreement are in the public interest.¹⁸

3
4 **A. Substantial Competent Evidence**

5 **Q. Is the Agreement supported by substantial competent evidence on the record?**

6 A. Yes, I believe the Agreement is supported by substantial and competent evidence. The
7 record contains thorough documentation prepared by well-qualified and competent
8 professionals. The testimony provided by these expert witnesses relied upon hundreds of
9 pages of workpapers and discovery request responses that examined the Company's
10 proposal in significant detail.

11 The evidence established through the Application, pre-filed testimony, and
12 discovery would be sufficient to be relied upon by the Commission to make a determination
13 on the issues presented by this case if the case was fully litigated. This foundation of
14 evidence was relied upon to unanimously agree upon a resolution of all issues in this case.
15 There was a wide array of positions and methodologies among more than 25 parties
16 involved in settlement negotiations, so the Agreement represents an amalgam of many
17 divergent perspectives.

¹⁸ In Docket No. 08-ATMG-280-RTS, the Commission developed a five-factor test for review of non-unanimous settlement agreements. More recent Commission Orders have used a three-factor test for review of unanimous settlement agreements (e.g., Order Approving Unanimous Settlement Agreement, ¶¶17–18, Docket No. 21-BHCG-418-RTS [Dec. 30, 2021]).

1 **Q. How was the agreed upon revenue requirement increase arrived at by the Parties?**

2 A. There is no specific calculation identified in the Agreement that underlies the agreed-upon
3 overall annual revenue requirement increase of \$128.0 million. Each party will likely have
4 a different understanding of the concessions agreed to in order to produce this result.

5 CURB's recommended revised revenue requirement was \$123.3 million compared
6 to the Company's initial \$192.1 million request. From CURB's perspective, a movement
7 of \$4.7 million from our revised position was exchanged for Evergy's agreement not to
8 litigate roughly \$64.1 million of adjustments, plus the Agreement includes several other
9 beneficial provisions such as a more favorable Residential allocation percentage, a
10 compromise on the amount of the customer charges for Residential and SGS, and an
11 earnings review and sharing plan.

12
13 **B. Just and Reasonable Rates/Charges**

14 **Q. Will the Agreement result in just and reasonable rates/charges?**

15 A. Yes, I believe that, if approved, the Agreement will result in just and reasonable rates that
16 fall within a "zone of reasonableness."¹⁹

17 The agreed-upon revenue requirement balances the Company's desire for assurance
18 that it will earn sufficient revenue to meet its financial obligations with bill affordability
19 and the provision of safe and reliable electric utility service.

¹⁹ See *Kan. Gas and Electric Co. v. State Corp Comm'n*, 239 Kan. 483, 488 (1986).

1 Based upon the Company's initial filing, the Company proposed a system average
2 base rate increase of 13.60%, including base rate increases of 14.97% for Residential
3 customers²⁰ and 12.66% for SGS.²¹ In comparison, the agreed-upon allocation factors and
4 revenue increase will result in a system average base rate increase of approximately 9.03%,
5 including base rate increases to Residential customers of 9.59% and 8.69% to SGS. Under
6 the agreed-upon rate design, the Parties agreed to customer charges of \$15.25 for
7 Residential customers and \$27.49 for SGS, both less than the initially proposed amounts.

8 The provision regarding the Nuclear PTC tracker and deferral will result in
9 ratepayer benefits by providing bill credits for customers once any cash benefits associated
10 with the PTC are realized. The process outlined in the Agreement is designed to preserve
11 the benefits of nuclear PTCs and pass the credits back to customers in a timely manner via
12 a line-item credit on customers' bills.

13 The collective Parties represent diverse interests in this case and no party opposes
14 the class allocations used to allocate the agreed-upon revenue increase. Generally, each
15 party is unwilling to make concessions for an unreasonable position; accordingly, the rates
16 resulting from the Agreement should be considered just and reasonable.

²⁰ Miller Direct, Schedule MEM-3.

²¹ Miller Direct, Schedule MEM-3.

1 **C. Public Interest**

2 **Q. Is the Agreement in the public interest?**

3 A. Yes, I believe approval of the Agreement is in the public interest. The Agreement
4 reasonably balances the Company's need to recover prudent investments and expenditures
5 with affordability concerns for ratepayers.

6 Collectively, the Parties represent a wide array of ratepayer classes and customer
7 interests, with KCC Staff covering the broad perspective of the public interest generally.
8 The fact that all parties were able to collaborate and present a unanimous resolution of the
9 issues in this case is a strong indicator that the public interest standard is met.

10 Regarding specific provisions of the Agreement, the ERS, which enables sharing
11 of earnings beyond a designated level between shareholders and customers, supports the
12 public interest. This provision is a compromise that morphed from KCC Staff's
13 recommendation to defer future Panasonic sales margin revenues. The ERS preserves the
14 Company's opportunity to earn a fair return on its investments but has the potential to
15 benefit ratepayers in the event of significant growth in revenue. Although the additional
16 earnings are shared 50-50 and will not solely benefit ratepayers, CURB is supportive of
17 this provision because it applies to earnings growth broadly, including *but not limited to*
18 revenue from new or load-ramping customers such as Panasonic.

19 During negotiations, CURB evaluated all the Parties' positions and evaluated the
20 relative risks that litigation could result in less favorable outcomes for ratepayers on a
21 number of items, including allocation of any overall revenue increase. Additionally, if the

1 Agreement is approved, the Parties will avoid the costly and time-consuming process of
2 preparing for and conducting a fully litigated and contentious evidentiary hearing. It is in
3 the public interest to avoid such costs when possible.
4

5 **Q. Why do you believe EKC's withdrawal of the SCP program is in the public interest?**

6 A. Although CURB is generally supportive of fairly structured low-income relief programs as
7 a means to address energy burden, the Parties were unable to reach agreement on mutually
8 acceptable terms for the SCP program. In their filed positions, Evergy and CURB disagreed
9 on particular provisions of the program and KCC Staff outright rejected the program on a
10 legal basis.

11 By nature, successful settlement negotiations involve compromise, particularly to
12 reach a unanimous agreement. CURB evaluated the potential risks of litigating this issue
13 and determined that withdrawal of the proposal was an appropriate course of action at this
14 time. An unfavorable ruling on EKC's proposed program could detrimentally inhibit the
15 consideration and development of similar programs for other utilities in Kansas. If the
16 proposal is withdrawn without prejudice, as requested, the Parties are not precluded from
17 revisiting this concept again in the future.
18

19 **V. Conclusion**

20 **Q. Please summarize your comments.**

21 A. CURB supports the Agreement because it meets the Commission's standard criteria for

1 approval of unanimous settlement agreements: 1) it is supported by substantial competent
2 evidence; 2) it will result in just and reasonable rates or charges; and 3) it is in the public
3 interest. Thus, the Commission should approve the Agreement.

4

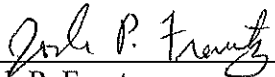
5 **Q. Does this conclude your testimony?**

6 A. Yes, thank you.

VERIFICATION

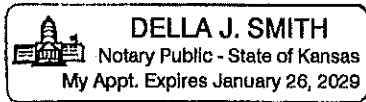
STATE OF KANSAS)
)
COUNTY OF SHAWNEE) ss:

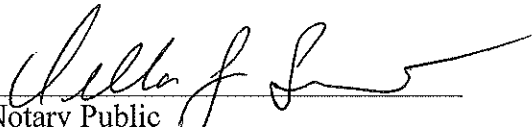
I, Josh P. Frantz, of lawful age and being first duly sworn upon my oath, state that I am a Senior Regulatory Analyst for the Citizens' Utility Ratepayer Board; that I have read and am familiar with the above and foregoing document and attest that the statements therein are true and correct to the best of my knowledge, information, and belief.



Josh P. Frantz

SUBSCRIBED AND SWORN to before me this 17th day of July, 2025.





Notary Public

My Commission expires: 01-26-2029.

CERTIFICATE OF SERVICE

25-EKCE-294-RTS

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing document was served by electronic service on this 17th day of July, 2025, to the following:

JAMES G. FLAHERTY, ATTORNEY
ANDERSON & BYRD, L.L.P.
216 S HICKORY
PO BOX 17
OTTAWA, KS 66067-0017
jflaherty@andersonbyrd.com

ELIZABETH A. BAKER, ATTORNEY AT LAW
BAKER, STOREY, & WATSON
1603 SW 37TH STREET
TOPEKA, KS 66611
ebaker@bakerstorey.com

NICK SMITH, MANAGER OF KANSAS
REGULATION
BLACK HILLS ENERGY CORPORATION
601 NORTH IOWA STREET
LAWRENCE, KS 66044
nick.smith@blackhillscorp.com

ROB DANIEL, DIRECTOR OF REGULATORY
BLACK HILLS/KANSAS GAS UTILITY
COMPANY LLC D/B/A Black Hills Energy
601 NORTH IOWA STREET
LAWRENCE, KS 66044
rob.daniel@blackhillscorp.com

DOUGLAS LAW, ASSOCIATE GENERAL
COUNSEL
BLACK HILLS/KANSAS GAS UTILITY
COMPANY, LLC D/B/A BLACK HILLS ENERGY
1731 WINDHOEK DRIVE
LINCOLN, NE 68512
douglas.law@blackhillscorp.com

KURT J. BOEHM, ATTORNEY
BOEHM, KURTZ & LOWRY
36 E SEVENTH ST STE 1510
CINCINNATI, OH 45202
kboehm@bkllawfirm.com

JODY KYLER COHN, ATTORNEY
BOEHM, KURTZ & LOWRY
36 E SEVENTH ST STE 1510
CINCINNATI, OH 45202
jkylercohn@bkllawfirm.com

MELISSA M. BUHRIG, EXEC. VICE PRESIDENT,
GEN. COUNSEL & SECRETARY
CVR REFINING CVL, LLC
2277 PLAZA DR., STE. 500

SUGAR LAND, TX 77479
mmbuhrig@CVREnergy.com

JASON T. GRAY, ATTORNEY
DUNCAN & ALLEN
1730 RHODE ISLAND AVE., NW
SUITE 700
WASHINGTON, DC 20036
jtg@duncanallen.com

JUSTIN BIEBER
ENERGY STRATEGIES, LLC
PARKSIDE TOWERS
215 S STATE ST STE 200
SALT LAKE CITY, UT 84111
jbieber@energystat.com

CATHRYN J. DINGES, SR DIRECTOR &
REGULATORY AFFAIRS COUNSEL
EVERGY KANSAS CENTRAL, INC
818 S KANSAS AVE
PO BOX 889
TOPEKA, KS 66601-0889
cathy.dinges@evergy.com

LESLIE WINES, SR. EXEC. ADMIN. ASST.
EVERGY KANSAS CENTRAL, INC
818 S KANSAS AVE
PO BOX 889
TOPEKA, KS 66601-0889
leslie.wines@evergy.com

COLE A. BAILEY, CORPORATE COUNSEL
DIRECTOR
EVERGY KANSAS SOUTH, INC. D/B/A EVERGY
KANSAS CENTRAL
818 S KANSAS AVE, PO Box 889
TOPEKA, KS 66601-0889
cole.bailey@evergy.com

DARRIN IVES, VP - REGULATORY AFFAIRS
EVERGY METRO, INC D/B/A EVERGY KANSAS
METRO
ONE KANSAS CITY PLACE
1200 MAIN, 19TH FLOOR
KANSAS CITY, MO 64105
darrin.ives@evergy.com

RONALD A. KLOTE, DIRECTOR, REGULATORY
AFFAIRS
EVERGY METRO, INC D/B/A EVERGY KANSAS
METRO
ONE KANSAS CITY PLACE
1200 MAIN, 19TH FLOOR
KANSAS CITY, MO 64105
ronald.klote@evergy.com

DAVID BANKS, CEM, CEP
FLINT HILLS ENERGY CONSULTANT
117 S PARKRIDGE
WICHITA, KS 67209
david@fheconsultants.net

DANIEL J. BULLER, ATTORNEY
FOULSTON SIEFKIN LLP
7500 COLLEGE BOULEVARD, STE 1400
OVERLAND PARK, KS 66201-4041
dbuller@foulston.com

MOLLY E. MORGAN, ATTORNEY
FOULSTON SIEFKIN LLP
1551 N. Waterfront Parkway
SUITE 100
WICHITA, KS 67206
mmorgan@foulston.com

LEE M. SMITHYMAN, ATTORNEY
FOULSTON SIEFKIN LLP
7500 COLLEGE BOULEVARD, STE 1400
OVERLAND PARK, KS 66201-4041
lsmithyman@foulston.com

JAMES P. ZAKOURA, ATTORNEY
FOULSTON SIEFKIN LLP
7500 COLLEGE BOULEVARD, STE 1400
OVERLAND PARK, KS 66201-4041
jzakoura@foulston.com

C. EDWARD WATSON, ATTORNEY
FOULSTON SIEFKIN LLP
1551 N. Waterfront Parkway
SUITE 100
WICHITA, KS 67206
cewatson@foulston.com

JAKE MILLER, COUNSEL
GRISSOM MILLER LAW FIRM LLC
1600 GENESSEE STREET
STE 460
KANSAS CITY, MO 64102
jake@grissommiller.com

CONNER MITCHELL, ATTORNEY
GRISSOM MILLER LAW FIRM LLC
1600 GENESSEE STREET
STE 460
KANSAS CITY, MO 64102
cam@grissommiller.com

CONSTANCE CHAN, SENIOR CATEGORY
MANAGER - ELECTRICITY & BUSINESS
TRAVEL
HF SINCLAIR EL DORADO REFINING LLC
2323 VICTORY AVE. STE 1400
DALLA, TX 75219
constance.chan@hfsinclair.com

JON LINDSEY, CORPORATE COUNSEL
HF SINCLAIR EL DORADO REFINING LLC
550 E. SOUTH TEMPLE
SALT LAKE CITY, UT 84102
jon.lindsey@hfsinclair.com

BRIAN G. FEDOTIN, GENERAL COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
brian.fedotin@ks.gov

PATRICK HURLEY, CHIEF LITIGATION
COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
patrick.hurley@ks.gov

CARLY MASENTHIN, LITIGATION COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
carly.masenthin@ks.gov

LORNA EATON, MANAGER OF RATES AND
REGULATORY AFFAIRS
KANSAS GAS SERVICE, A DIVISION OF ONE
GAS, INC.
7421 W 129TH STREET
OVERLAND PARK, KS 66213
lorna.eaton@onegas.com

LORNA EATON, MANAGER RATES &
REGULATORY - OKE01026
KANSAS GAS SERVICE, A DIVISION OF ONE
GAS, INC.
7421 W 129TH STREET
OVERLAND PARK, KS 66213
invoices@onegas.com

ROBERT E. VINCENT, MANAGING ATTORNEY
KANSAS GAS SERVICE, A DIVISION OF ONE
GAS, INC.
7421 W. 129TH STREET
OVERLAND PARK, KS 66213
robert.vincent@onegas.com

VALERIE SMITH, ADMINISTRATIVE
ASSISTANT
MORRIS LAING EVANS BROCK & KENNEDY
800 SW JACKSON
SUITE 1310
TOPEKA, KS 66612-1216
vsmith@morrislaing.com

TREVOR WOHLFORD, ATTORNEY
MORRIS LAING EVANS BROCK & KENNEDY
800 SW JACKSON
SUITE 1310
TOPEKA, KS 66612-1216
twohlford@morrislaing.com

GLEND A CAFER, MORRIS LAING LAW FIRM
MORRIS LAING EVANS BROCK & KENNEDY
CHTD
800 SW JACKSON STE 1310
TOPEKA, KS 66612-1216
gcafer@morrislaing.com

RITA LOWE, PARALEGAL
MORRIS LAING EVANS BROCK & KENNEDY
CHTD
300 N MEAD STE 200
WICHITA, KS 67202-2745
rlowe@morrislaing.com

WILL B. WOHLFORD, ATTORNEY
MORRIS LAING EVANS BROCK & KENNEDY
CHTD
300 N MEAD STE 200
WICHITA, KS 67202-2745
wwohlford@morrislaing.com

TIM OPITZ
OPITZ LAW FIRM, LLC
308 E. HIGH STREET
SUITE B101
JEFFERSON CITY, MO 65101
tim.opitz@opitzlawfirm.com

ANNE E. CALLENBACH, ATTORNEY
POLSINELLI PC
900 W 48TH PLACE STE 900
KANSAS CITY, MO 64112
acallenbach@polsinelli.com

FRANK A. CARO, ATTORNEY
POLSINELLI PC
900 W 48TH PLACE STE 900
KANSAS CITY, MO 64112
fcaro@polsinelli.com

JARED R. JEVONS, ATTORNEY
POLSINELLI PC
900 W 48TH PLACE STE 900
KANSAS CITY, MO 64112
JJEVONS@POLSINELLI.COM

DANIEL LAWRENCE, GENERAL COUNSEL
USD 259
903 SOUTH EDMOND, ROOM 113
WICHITA, KS 67218
dlawrence@usd259.net


GREG WRIGHT
PRIORITY POWER MGT.
12512 AUGUSTA DR
KANSAS CITY, KS 66109
gwright@prioritypower.com

KACEY S. MAYES, ATTORNEY
TRIPLETT, WOOLF & GARRETSON, LLC
2959 N ROCK RD STE 300
WICHITA, KS 67226
ksmayes@twgfir.com

TIMOTHY E. MCKEE, ATTORNEY
TRIPLETT, WOOLF & GARRETSON, LLC
2959 N ROCK RD STE 300
WICHITA, KS 67226
TEMCKEE@TWGFIRM.COM

JOHN J. MCNUTT, General Attorney
U.S. ARMY LEGAL SERVICES AGENCY
REGULATORY LAW OFFICE
9275 GUNSTON RD., STE. 1300
FORT BELVOIR, VA 22060-5546
john.j.mcnutt.civ@army.mil

KEVIN K. LACHANCE, CONTRACT LAW
ATTORNEY
UNITED STATES DEPARTMENT OF DEFENSE
ADMIN & CIVIL LAW DIVISION
OFFICE OF STAFF JUDGE ADVOCATE
FORT RILEY, KS 66442
kevin.k.lachance.civ@army.mil



Della Smith
Senior Administrative Specialist