
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): March 27, 2025

Evergy, Inc.

(Exact Name of Registrant as Specified in Charter)

Missouri
(State or Other Jurisdiction
of Incorporation)

001-38515
(Commission
File Number)

82-2733395
(I.R.S. Employer
Identification No.)

**1200 Main Street
Kansas City, Missouri 64105**
(Address of Principal Executive Offices, and Zip Code)

(816) 556-2200
Registrant's Telephone Number, Including Area Code

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Evergy Kansas Central, Inc.

(Exact Name of Registrant as Specified in Charter)

Kansas
(State or Other Jurisdiction
of Incorporation)

001-03523
(Commission
File Number)

48-0290150
(I.R.S. Employer
Identification No.)

**818 South Kansas Avenue
Topeka, Kansas 66612**
(Address of Principal Executive Offices, and Zip Code)

(785) 575-6300
Registrant's Telephone Number, Including Area Code

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Evergy Metro, Inc.

(Exact Name of Registrant as Specified in Charter)

Missouri
(State or Other Jurisdiction
of Incorporation)

000-51873
(Commission
File Number)

44-0308720
(I.R.S. Employer
Identification No.)

**1200 Main Street
Kansas City, Missouri 64105**
(Address of Principal Executive Offices, and Zip Code)

(816) 556-2200

Registrant's Telephone Number, Including Area Code

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Evergy, Inc. common stock	EVRG	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

This combined Current Report on Form 8-K is provided by the following registrants: Evergy, Inc. (“Evergy”), Evergy Kansas Central, Inc. (“Evergy Kansas Central”) and Evergy Metro, Inc. (“Evergy Metro,” and collectively with Evergy and Evergy Kansas Central, the “Evergy Companies”). Information relating to any individual registrant is filed by such registrant solely on its own behalf. Each registrant makes no representation as to information relating exclusively to the other registrants.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

As previously announced on November 8, 2024, Matt Gummig was appointed to serve as Interim Controller and Chief Accounting Officer and assumed the principal accounting officer responsibilities of the Evergy Companies, effective as of December 1, 2024.

On March 24, 2025, Evergy’s Board of Directors elected Mr. Gummig to serve as Vice President, Chief Accounting Officer and principal accounting officer of Evergy, effective April 2, 2025. Mr. Gummig will hold the same positions with Evergy Kansas Central and Evergy Metro, as well as with the other main utilities in the Evergy group. In connection with his promotion, Mr. Gummig entered into an offer letter with the Company, which provides him with a compensation package initially consisting of the following:

- Mr. Gummig will receive an annual base salary of \$240,000. Mr. Gummig will also participate in Evergy’s annual incentive plan, with an initial target award equal to 40% of his base salary, and in Evergy’s long-term incentive plan, with an initial target grant date award equal to 50% of his base salary.
- In recognition of Mr. Gummig’s acceptance of the position, Mr. Gummig will receive time-based restricted stock units (“RSUs”) with a grant date fair market value equal to \$100,000, which units will vest on the third anniversary of the grant date, in accordance with Evergy’s standard time-based RSU agreement.
- Mr. Gummig will be eligible to enter into Evergy’s standard form of change-in-control severance agreement (the “CIC Agreement”) and Executive Severance Plan (the “Severance Plan”), as amended from time to time, subject to the terms of the CIC Agreement and the Severance Plan, and be eligible to receive the severance benefits thereunder.
- Mr. Gummig will also be eligible to participate in Evergy’s general benefit plans (e.g., 401(k) plan and health and welfare plans), as well as Evergy’s nonqualified deferred compensation plan.

Evergy also previously entered into an indemnification agreement with Mr. Gummig in the same form as has been entered into with other officers. The indemnification agreement provides indemnification to the extent allowed under Missouri law. Mr. Gummig will not receive any separate compensation for his services at Evergy’s subsidiaries.

Information regarding Mr. Gummig’s background and business experience was included in the Company’s Form 8-K filed with the Securities and Exchange Commission on November 8, 2024, and is incorporated by reference herein.

Other than the foregoing matters, there are no arrangements or understandings between Mr. Gummig and any other person pursuant to which he was selected as an officer, other than those set forth in the offer letter. In addition, there are no contracts between the Company and Mr. Gummig, no family relationships between Mr. Gummig and any director or executive officer of Evergy, and Mr. Gummig has not been party to any related person transactions with Evergy.

The foregoing summary of the offer letter is qualified in its entirety by reference to the full text of the offer letter that is attached as Exhibit 10.1 and is incorporated herein by reference. Additionally, a copy of the form of CIC Agreement, a copy of the Severance Plan and a copy of the form of indemnification agreement were previously filed as Exhibit 10.20 to Evergy’s Form 10-K for the year ended December 31, 2023, as Exhibit 10.1 to Evergy’s Form 10-Q for the quarter ended September 30, 2019 and as Exhibit 10.2 to Evergy’s Form 10-Q for the quarter ended September 30, 2018, respectively.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter, dated March 21, 2025.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrants have duly caused this report to be signed on their behalf by the undersigned hereunto duly authorized.

Evergy, Inc.

/s/ W. Bryan Buckler

W. Bryan Buckler

Executive Vice President and Chief Financial Officer

Evergy Kansas Central, Inc.

/s/ W. Bryan Buckler

W. Bryan Buckler

Executive Vice President and Chief Financial Officer

Evergy Metro, Inc.

/s/ W. Bryan Buckler

W. Bryan Buckler

Executive Vice President and Chief Financial Officer

Date: March 27, 2025



March 21, 2025

Matt,

We are happy to confirm the verbal offer for the position of VP Chief Accounting Officer. This offer is contingent upon receipt of approval from the Evergy, Inc. Board of Directors.

Details of the offer include:

- **Title:** VP Chief Accounting Officer
- **Supervisor:** Bryan Buckler
- **Location:** 1KC – 1200 Main Street, Kansas City, MO
- **Effective Date:** The effective transfer date into your new role is anticipated to be April 2, 2025, pending appropriate approvals.
- **Salary:** Your base annual salary will be Two Hundred and Forty Thousand Dollars (\$240,000) per annum, upon your effective date in your new role. Your base annual salary will remain at this level for 2025 and will be subject to review and adjustment in accordance with the Company's standard executive compensation procedures beginning in 2026.
- **Annual Incentive Plan:** You will be eligible to participate in the Evergy, Inc. Executive Annual Incentive Plan (the "AIP"). Your initial target award (Target AIP) under the AIP is forty percent (40%) of your base annual salary. Your Target AIP for the 2025 plan year will be prorated by calendar days remaining, and actively employed, in the Plan Year following your effective date in your new role. The amount of any future target awards made to you under the AIP will be determined in accordance with the Company's standard procedures. Payment of awards for which you are eligible under the AIP will be subject to terms and conditions of the AIP and is dependent on performance against pre-established goals and objectives that are approved annually by the Compensation and Leadership Development Committee of the Evergy, Inc. Board of Directors.
- **Variable Compensation Plan:** You will also be provided a 2025 Variable Compensation Plan payment in March 2026, per your current Director base pay (\$180,406.43) and VCP target (20%), paid at 2025 Plan performance and prorated for your time eligible in the 2025 Variable Compensation Plan.
- **Long Term Incentive Plan:** Your position is eligible for participation in the Company Long Term Incentive Plan ("LTIP"). The LTIP target for your new role is fifty percent (50%) of your base pay at the time of grant. Under the current structure, grants are made on an annual basis in March of each year, and 30% of the grants consist of time-based restricted stock units ("RSUs") and 70% of the grants consist of performance based RSUs. The Company reserves the right to amend, modify or terminate the LTIP and structure of the program at any time.
- **Ad-Hoc Equity Award December 1, 2024:** You recently received an Ad-Hoc Time-Based RSU Grant valued at \$150,000, granted on December 1, 2024, that will vest over a three-year period, vesting one-third (1/3) of the award on each one-year anniversary from the grant date (i.e., December 1, 2025, 2026, 2027), subject to the terms of the grant agreement and the LTIP, including your continued employment. This grant will remain in place per the terms outlined in the award agreement.

- **Time-Based Inducement Equity Award:** You will receive an inducement equity award of Time-Based RSUs granted under the LTIP and pursuant to the Company's standard form of agreement. The date of grant for this award will be on, or within 30 days, of your effective transfer date into your new role. Subject to the terms of the grant agreement, including your continued employment, the RSU's will vest on the third anniversary of the grant date. The number of RSUs comprising the Time-Based Inducement Equity Award will be calculated by dividing \$100,000 by the average closing price per share of the Company's common stock over the calendar month preceding the grant date and rounding any fractional shares to the next highest whole number.
- **Participation in Nonqualified Deferred Compensation Plan.** You will be eligible to participate in the Evergy, Inc. Nonqualified Deferred Compensation Plan (the "NQDC"). An election to participate in the NQDC for the 2025 fiscal year must be made within 30 days of your effective transfer date. Under the current terms of the NQDC, you may elect to defer compensation and receive Company matching contributions on such deferrals in accordance with the terms therein. The Company reserves the right to amend, modify or terminate the NQDC at any time.
- **Participation in Executive Benefits.** Upon your effective transfer date, you will be eligible to enter into the Company's standard forms of change in control severance agreement, executive severance plan and indemnification agreement, and be entitled to the benefits described in those agreements.
- **Participation in Executive Health Management Program.** You will be eligible to participate in Evergy's Executive Health Management Program. You will have the option to complete a physical, including optional services, through an eligible provider with cost of services billed to the company and imputed as income to you.
- **Participation in Executive Financial Planning Benefit.** You will be eligible to participate in Evergy's Executive Financial Planning Benefit. You will have the option to use Ayco as a provider of financial and tax services to you with cost of services billed to the company and imputed as income to you. You will also have the option to use your own advisor with the cost of services reimbursed and imputed as income to you.
- **Clawbacks.** Any awards granted to you under the AIP or the LTIP will be subject to any clawback provisions in those plans, which generally allow the Company to recover any cash incentive compensation or equity awards paid to you in the event of a restatement of or other inaccuracy in the Company's financial statements, or any other Company clawback policy which may apply to such awards. The Company reserves the right to implement new or modify its existing clawback policy at any time.
- **Contingencies.** The Company's offer of employment described in this Offer Letter is contingent upon receipt of approval from the Company's Board of Directors.

Participation in Evergy, Inc. and its subsidiaries' ACCESS dispute resolution program is a term and condition of your employment as a non-union employee of Evergy, Inc. and its subsidiaries'. Any workplace dispute you may have against the Company is subject to a three-option process, which includes final and binding arbitration. Please read the enclosed ACCESS Program Guide for further information. If you have questions about this material, please contact the ACCESS Program administrator at (816) 556-2307.

Employment with Evergy, Inc. and its subsidiaries' is "at will." This conditional offer should not be construed as a contract guarantee of employment expressed or implied.



If the terms of this offer meet your approval, please electronically accept the offer.

Please contact us if you have any questions. We look forward to having you join our Executive team!

David A. Campbell
President & Chief Executive Officer

Bryan Buckler
EVP Chief Financial Officer

Matt Gummig
VP Chief Accounting Officer

I, Matt Gummig, have read the above terms of the offer letter and I agree to the terms as outlined.

Employee Signature: /s/ Matt Gummig

Date Signed: March 25, 2025

1200 Main St. Kansas City, MO 64105-2122 evergy.com