

SECURITIES AND EXCHANGE COMMISSION

FORM S-3D

Automatically effective registration statement for securities issued pursuant to dividend or interest
reinvestment plans

Filing Date: **1994-01-05**
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FILER

KANSAS CITY POWER & LIGHT CO

CIK: **54476** | IRS No.: **440308720** | State of Incorporation: **MO** | Fiscal Year End: **1231**
Type: **S-3D** | Act: **33** | File No.: **033-51799** | Film No.: **94500359**
SIC: **4911** Electric services

Mailing Address

PO BOX 418679

KANSAS CITY MO 64141-9679

Business Address

1201 BALTIMORE AVE

KANSAS CITY MO 64106

8165562200

REGISTRATION NO.

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

KANSAS CITY POWER & LIGHT COMPANY
(Exact name of registrant as specified in its charter)

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| | | | |
|-----|----------------------------------------------------------------|-----|-----------------------------------------|
| <S> | MISSOURI | <C> | 44-0308720 |
| | (State or other jurisdiction of incorporation or organization) | | (I.R.S. Employer Identification Number) |

</TABLE>

1201 WALNUT
KANSAS CITY, MISSOURI 64106
(816) 556-2200
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

JEANIE SELL LATZ, CORPORATE SECRETARY
1201 WALNUT
KANSAS CITY, MISSOURI 64106
(816) 556-2936
(Name, address, including zip code, and telephone number, including area code, of agent for service)

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:
FROM TIME TO TIME AFTER THIS REGISTRATION STATEMENT BECOMES EFFECTIVE AS
DETERMINED BY MARKET CONDITIONS.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. /X/

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. / /

CALCULATION OF REGISTRATION FEE

<TABLE>

| TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED | AMOUNT TO BE REGISTERED | PROPOSED MAXIMUM OFFERING PRICE PER UNIT | PROPOSED MAXIMUM AGGREGATE OFFERING PRICE | AMOUNT OF REGISTRATION FEE |
|----------------------------------------------------|-------------------------|------------------------------------------|-------------------------------------------|----------------------------|
| <S> | <C> | <C> | <C> | <C> |
| Common Stock (without par value)..... | 2,000,000 shares | \$23.25* | \$46,500,000* | \$16,034.48 |

* Estimated solely for purposes of calculation of registration fee based on the average of the high and low prices of the Common Stock on December 29, 1993, as reported on the NYSE Composite Transactions.

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P R O S P E C T U S

KANSAS CITY POWER & LIGHT COMPANY
DIVIDEND REINVESTMENT AND STOCK PURCHASE PLAN

COMMON STOCK
(WITHOUT PAR VALUE)

Kansas City Power & Light Company (the "Company") is offering to its common shareholders, employees and directors (including employees and directors of its subsidiaries) the opportunity to purchase shares of the Company's Common Stock (the "Common Stock") by reinvesting dividends and/or making optional cash payments through the Dividend Reinvestment and Stock Purchase Plan (the "Plan").

The Administrator of the Plan is United Missouri Bank, n.a. (the "Administrator"). The shares of Common Stock for the accounts of participants may be purchased on the open market or directly from the Company.

If purchased on the open market, the price of the shares will be the average cost of all shares purchased for the relevant Investment Date plus a nominal brokerage commission fee. If purchased from the Company, the price of the shares will be the average of the high and low prices of the Common Stock for the relevant Investment Date as reported on the New York Stock Exchange -- Composite Transactions.

This Prospectus relates to 2,000,000 shares of Common Stock offered for purchase under the Plan.

THIS PROSPECTUS SHOULD BE RETAINED FOR FUTURE REFERENCE.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE DATE OF THIS PROSPECTUS IS JANUARY 5, 1994.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and in accordance therewith files reports and other information with the Securities and Exchange Commission (the "Commission"). Such reports and other information can be inspected and copied at the public reference facilities maintained by the Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the following regional offices of the Commission: New York Regional Office, 75 Park Place, 14th Floor, New York, New York 10007 and Chicago Regional Office, 500 W. Madison Street, 14th floor, Chicago, Illinois 60666, and copies of such material can be obtained from the Public Reference Section of the Commission, 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. In addition, such reports and other information concerning the Company can be inspected at the offices of the New York Stock Exchange and the Midwest Stock Exchange, on which Exchanges certain securities of the Company are listed.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The following documents heretofore filed with the Commission pursuant to the Exchange Act are hereby incorporated in this Prospectus by reference and made a part hereof:

1. The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1992.
2. The Company's Quarterly Report on Forms 10-Q for the quarters ended March 31, 1993, June 30, 1993, and September 30, 1993.

All documents filed with the Commission by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Prospectus and prior to the termination of the offering of the Common Stock shall be deemed to be incorporated in this Prospectus by reference and to be part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference in this Prospectus shall be deemed to be modified or superseded for the purposes of this Prospectus to the extent that a statement contained in this Prospectus or in any other subsequently-filed document which also is or is deemed to be incorporated by reference in this Prospectus modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The Company hereby undertakes to provide without charge to each person to whom a copy of this Prospectus has been delivered, including any beneficial owner, upon the written or oral request of any such person, a copy of any or all of the documents referred to above which have been or may be incorporated in this Prospectus by reference, other than certain exhibits to such documents. Requests for such documents should be directed to Corporate Secretary, Kansas City Power & Light Company, P.O. Box 418679, Kansas City, Missouri 64141-9679; telephone (816) 556-2053 or 800-245-5275.

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THE COMPANY

The Company was incorporated in Missouri in 1922 and is headquartered in downtown Kansas City, Missouri. The Company is a medium-sized public utility engaged in the generation, transmission, distribution and sale of electricity to over 419,000 customers in a 4,700 square mile area located in all or portions of 23 counties in western Missouri and eastern Kansas. Customers include 368,000 residences, 49,000 commercial firms, 2,000 industries, 12 municipalities and 25 other electric utilities. Retail revenues in Missouri and Kansas accounted for approximately 92% of the Company's total revenues in 1992. Wholesale firm power, bulk power sales and miscellaneous electric revenues accounted for the remainder of revenues. The Kansas City metropolitan area, from which about 95% of the Company's retail revenues are derived, is an agribusiness center and a major regional commercial center for wholesale, retail and service companies. The Company's principal office is 1201 Walnut, Kansas City, Missouri 64106 (Telephone: 816-556-2200).

USE OF PROCEEDS

If the Company issues new shares of Common Stock under the Plan, the net proceeds will be added to the general funds of the Company and used for legal and lawful purposes.

THE PLAN

The Dividend Reinvestment and Stock Purchase Plan of the Company consists in its entirety of the questions and answers appearing below. The Plan was adopted by the Company's Board of Directors on November 2, 1993.

PURPOSE

1. WHAT IS THE PURPOSE OF THE PLAN?

The purpose of the Plan is to provide the Company's shareholders, employees and directors (including employees and directors of its subsidiaries), with a simple and convenient method of investing cash dividends and/or optional cash payments in shares of the Company's Common Stock.

ADVANTAGES AND FEATURES

2. WHAT ARE THE ADVANTAGES AND FEATURES OF THE PLAN?

- Participants may automatically reinvest all or a portion of their cash dividends in additional shares of the Company's Common Stock.

- Participants may invest optional cash payments up to a maximum of \$5,000 (minimum of \$100) per Investment Date toward the purchase of additional shares of Common Stock.
- Funds invested in the Plan are fully invested through the purchase of whole shares, as well as fractional shares; proportionate cash dividends on fractions of shares are used to purchase additional shares.
- Participants may deposit their certificates for shares of Common Stock with the Administrator to be deposited into their Plan account for safekeeping.
- Certificates for shares purchased under the Plan are held by the Administrator and credited to each participant's Plan account.
- Statements of account are mailed to participants following each Investment Date on which shares are purchased or sold and should be retained for tax purposes.

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ADMINISTRATION

3. WHO ADMINISTERS THE PLAN?

The Administrator of the Plan is United Missouri Bank, n.a. In addition to administering the Plan, the Administrator will hold shares of Common Stock deposited in or acquired under the Plan, maintain the records of the Plan, mail statements of account to participants, and perform other duties related to the Plan. Participants may contact the Administrator in writing at:

United Missouri Bank, n.a.
 Securities Transfer Division
 P. O. Box 410064
 Kansas City, Missouri 64141-0064

or by telephoning the Administrator at (816) 860-7891 between the hours of 8 a.m. and 4:30 p.m. Central Time. Written communications may also be sent to the Administrator by telefax at (816) 221-0438.

PARTICIPATION

4. WHO IS ELIGIBLE TO PARTICIPATE?

To be eligible to participate in the Plan a person must be

- a shareholder of record of the Company's Common Stock; or
- an employee or director (including employees and directors of the Company's subsidiaries).

5. HOW DOES AN ELIGIBLE PERSON PARTICIPATE?

An eligible person may join the Plan at any time by signing and completing an Authorization Form and returning it to the Administrator. An Authorization Form may be obtained from the Administrator or the Company. Requests should be addressed in writing to the Company at:

Kansas City Power & Light Company
 Shareholder Relations Department
 P. O. Box 418679
 Kansas City, Missouri 64141-9679

or by telephoning the Company at (816) 556-2053 or 800-245-5275 between the hours of 8 a.m. and 4:30 p.m. Central Time. Written communications may also be sent to the Company by telefax at (816) 556-2418.

A participant may change the method of participation in the Plan at any time by completing and returning a new Authorization Form.

6. WHAT DOES THE AUTHORIZATION FORM PROVIDE?

The Authorization Form provides for the purchase of additional shares of the Company's Common Stock on each Investment Date through the following options:

- FULL DIVIDEND REINVESTMENT directs the Company to pay to the Administrator the cash dividends on all shares of Common Stock currently or subsequently registered in the participant's account and the participant is eligible, but not required, to make optional cash payments; or

- PARTIAL DIVIDEND REINVESTMENT directs the Company to pay to the Administrator the cash dividends on only that number of shares of Common Stock registered in the participant's name and designated by the participant in the appropriate space on the Authorization Form and the participant is eligible, but not required, to make optional cash payments; or
- OPTIONAL CASH PAYMENTS ONLY directs the Administrator to invest optional cash payments in shares of Common Stock under the Plan. Cash dividends will continue to be paid to the participants on shares held by them as holders of record.

Participants may choose any one option. If the participant has more than one account, a separate Authorization Form must be submitted for each account the participant wishes to enroll in the Plan. Cash dividends on all shares held for the participant by the Administrator in the Plan account will be reinvested in accordance with the Plan.

DIVIDEND REINVESTMENT

7. WHEN WILL PARTICIPATION IN THE PLAN COMMENCE?

If a completed Authorization Form is received by the Administrator on or before a quarterly record date (fixed by the Board of Directors for determining shareholders of record entitled to receive a particular dividend), enrollment in the Plan will commence and dividends will be reinvested for such quarter. If Authorization Forms are received after a quarterly record date, dividends for that quarter will be paid in cash and the investment of dividends will begin on the next Common Stock dividend date. The quarterly record dates for Common Stock dividends have generally been the latter part of February, May, August, and November.

8. WHEN WILL CASH DIVIDENDS BE REINVESTED?

The reinvestment of dividends will be on or shortly after the Common Stock dividend payment date (Investment Date). The dividend payment dates are usually the 20th day of March, June, September, and December if such day is a business day. Shares acquired from the Company will be purchased for the accounts of the participants on the Investment Date. Shares acquired on the open market will be purchased promptly by the Administrator and in no event later than ten days after the Investment Date.

OPTIONAL CASH PAYMENTS

9. HOW ARE OPTIONAL CASH PAYMENTS MADE?

An initial optional cash payment may be made when enrolling in the Plan by sending a valid check or money order with a completed Authorization Form. Thereafter, optional cash payments may be made monthly by using the lower portion of the remittance form attached to the statement of account sent to each participant.

Participants may vary the amount of their optional cash payment and there is no obligation to make optional cash payments on a regular basis. An optional cash payment must be in whole dollars and may not be less than \$100 or more than \$5,000. Payments of less than \$100, and amounts in excess of \$5,000 submitted for investment during any one month will be returned to the participant.

10. WHEN WILL OPTIONAL CASH PAYMENTS BE INVESTED?

Optional cash payments will be invested in Common Stock on the 20th day of the month or as soon thereafter as possible, in which case the payments will be invested on the next succeeding business day (Investment Date). No interest will be paid on optional cash payments. Any request for refunds of uninvested optional cash payments will not be returned for at least 10 days.

PURCHASE OF SHARES THROUGH REINVESTMENT AND/OR OPTIONAL CASH PAYMENTS

11. HOW MANY SHARES OF COMMON STOCK WILL BE PURCHASED FOR PARTICIPANTS?

The number of shares to be purchased will be determined by the amount of the participant's dividend to be invested (after deducting any required Federal income tax withholdings) and/or the amount of optional cash payments to be invested, if any, and the purchase price of the shares of Common Stock. Each participant's account will be credited with the number of shares, including

fractions, equal to the total amount to be invested on behalf of such participant on any Investment Date divided by the purchase price of the Common Stock on that Investment Date (see Question 13 for an explanation of purchase price calculation). A participant may not direct the Administrator to purchase a specific number of shares for an account.

12. WHAT IS THE SOURCE OF SHARES PURCHASED UNDER THE PLAN?

Shares of Common Stock for the Plan will be purchased in the open market or from the Company. Open market purchases may be made on any securities exchange where shares of the Company's Common Stock are traded, in the over-the-counter market or in negotiated transactions, and such terms as price, delivery, etc. as may be determined by the Administrator. Shares purchased from the Company may be treasury shares or authorized but unissued shares of Common Stock.

13. WHAT WILL BE THE PURCHASE PRICE OF SHARES OF COMMON STOCK PURCHASED UNDER THE PLAN?

The Administrator will purchase shares from the Company to the extent the Company elects to make shares available. The Administrator will purchase any other shares required for the Plan on the open market. The price of shares purchased from the Company will be the average of the high and low prices of the Common Stock for the relevant Investment Date as published in the Wall Street Journal for New York Stock Exchange-Composite Transactions. The price of shares purchased on the open market will be the average cost of all shares purchased in relation to the relevant Investment Date plus a nominal brokerage commission fee. Any fraction of a cent will be rounded.

14. ARE THERE ANY EXPENSES TO PARTICIPANTS IN CONNECTION WITH PARTICIPATION IN THE PLAN?

The Company will pay all administrative costs associated with the Plan (with the exception of the nominal brokerage costs described in Question 13 and Question 18).

15. WHAT REPORTS WILL BE SENT TO PARTICIPANTS IN THE PLAN?

As soon as practicable after each Investment Date on which shares are purchased, sold, or withdrawn, participants will receive a statement of their account. THESE STATEMENTS ARE THE PARTICIPANT'S CONTINUING RECORD OF THE COST OF PURCHASES AND SALES AND SHOULD BE RETAINED FOR INCOME TAX PURPOSES. Each participant will continue to receive the same communications from the Company as prior to enrollment in the Plan. Copies of historical statements may be obtained at a cost of \$5 each.

16. WILL CERTIFICATES BE ISSUED FOR COMMON STOCK PURCHASED?

Certificates for shares of Common Stock purchased under the Plan normally will not be issued to participants. The number of shares credited to each participant's account under the Plan will be shown on the statement of account. This procedure protects against loss, theft or destruction of stock certificates.

Shares credited to your account may not be pledged as collateral. Participants who wish to pledge shares credited to their account must request that certificates for such shares be issued in the participant's name.

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CERTIFICATES FOR ANY SPECIFIED NUMBER OF WHOLE SHARES CREDITED TO A PARTICIPANT'S ACCOUNT WILL BE ISSUED IN THE PARTICIPANT'S NAME UPON WRITTEN REQUEST TO THE ADMINISTRATOR. Because the Company does not issue partial shares, certificates for fractions of shares will not be issued under any circumstances.

17. IN WHOSE NAME WILL THE CERTIFICATES BE REGISTERED WHEN ISSUED?

Plan accounts are maintained in the name(s) in which the participant's certificates were registered at the time of enrollment in the Plan. Consequently, certificates for whole shares will be similarly registered when issued.

Upon written request, certificates for any whole number of shares can be registered and issued in names other than the account name subject to compliance with any applicable laws. Such request must meet the usual requirements of the Company for the recognition of a transfer of Common Stock including a properly guaranteed signature of the holder(s) by a commercial bank, broker, Savings & Loan, or Credit Union who is a member of a medallion signature guarantee program.

SALES OF SHARES

18. CAN PARTICIPANTS SELL COMMON STOCK HELD IN THE PLAN?

Participants may request in writing for the Administrator to sell any number of whole shares credited to their Plan account. After the receipt of the request, the Administrator will sell the shares on the next Investment Date (or shortly thereafter during months in which dividends are paid). The participants will receive a check for the sale proceeds less the applicable brokerage commissions. Upon termination, participants may, if they desire, request that all of the shares be sold, both whole and fractional.

SAFEKEEPING SERVICE FOR COMMON STOCK CERTIFICATES

19. CAN PARTICIPANTS DEPOSIT CERTIFICATES FOR SHARES OF COMMON STOCK OF THE COMPANY INTO A PLAN ACCOUNT?

Participants may deposit certificates for shares of Common Stock of the Company into their Plan account for the safekeeping of the certificates. The participant will need to determine and keep a record of the cost (tax basis) of the shares deposited with the Administrator for safekeeping. Shares placed into a Plan account for safekeeping purposes will be treated in the same manner as shares purchased through the Plan.

Participants who wish to deposit their Common Stock certificates of the Company into the Plan for safekeeping must send the Common Stock certificates to be deposited along with a properly completed Share Safekeeping Form to the Administrator. The certificates need not be endorsed. Share Safekeeping Forms are available from the Company or the Administrator.

20. CAN SHARES REMAIN ON DEPOSIT IF PARTICIPATION IN THE PLAN IS DISCONTINUED?

No. Upon withdrawal from the Plan, participants must elect to receive certificates or sell the shares.

TERMINATING OR WITHDRAWING FROM THE PLAN

21. WHEN MAY A PARTICIPANT TERMINATE OR WITHDRAW FROM THE PLAN?

A participant may terminate or withdraw from the Plan at any time by providing written instructions to the Administrator. Upon termination or withdrawal from the Plan, participants can request a certificate for the whole shares held in the Plan be issued. Participants terminating participation in the Plan in this manner will receive a check for the cash value of any fractional share held in their Plan account.

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Alternatively, a participant may specify in the termination or withdrawal notice that all shares, both whole and fractional, be sold. After receipt of the termination or withdrawal notice, the Administrator will make the sale on the next Investment Date (or shortly thereafter during months in which dividends are reinvested) and the participant will receive a check for the proceeds less applicable brokerage commissions.

No optional cash investments may be made after participation in the Plan has been terminated.

22. WHEN MAY A SHAREHOLDER REJOIN THE PLAN?

Generally, an eligible shareholder may become a participant again at any time. However, the Company reserves the right to reject any Authorization Form from a previous participant on grounds of excessive joining and termination. Such reservation is intended to minimize administrative expense and to encourage use of the Plan as a long-term investment.

OTHER INFORMATION

23. WHAT HAPPENS IF THE COMPANY ISSUES A STOCK DIVIDEND OR DECLARES A STOCK SPLIT ON ITS COMMON STOCK?

Any shares of Common Stock distributed as a result of a stock dividend or a stock split applicable to shares credited to the Plan account of a participant will be deposited to the participant's account.

24. HOW WILL A PARTICIPANT'S SHARES BE VOTED AT SHAREHOLDER MEETINGS?

All shares held in the Plan for a participant will be voted as the participant directs on a proxy which will be furnished to the participant. If a participant does not return the proxy, such shares will not be voted.

25. WHAT IS THE RESPONSIBILITY OF THE COMPANY AND THE ADMINISTRATOR UNDER THE PLAN?

The Administrator has no responsibility with respect to the preparation and contents of this Prospectus. The Company and the Administrator, in administering the Plan, shall not be liable for any act done in good faith or for any good faith omission to act. PARTICIPANTS SHOULD RECOGNIZE THAT NEITHER THE COMPANY NOR THE ADMINISTRATOR CAN ASSURE PARTICIPANTS OF PROFITS, OR PROTECT PARTICIPANTS AGAINST LOSSES, ON THE SHARES PURCHASED UNDER THE PLAN.

26. CAN THE PLAN BE MODIFIED OR DISCONTINUED?

The Company reserves the right to suspend, modify or terminate the Plan at any time. All participants will receive written notification of any such suspension, modification or termination. The Administrator reserves the right to resign at any time upon reasonable written notice to the Company.

FEDERAL INCOME TAX CONSEQUENCES

27. WHAT ARE THE FEDERAL INCOME TAX CONSEQUENCES OF PARTICIPATION IN THE PLAN?

The following discussion sets forth the general federal income tax consequences of participating in the Plan; HOWEVER, BECAUSE TAX CONSEQUENCES MAY DIFFER AMONG PARTICIPANTS IN THE PLAN, PARTICIPANTS SHOULD DISCUSS SPECIFIC TAX QUESTIONS REGARDING PARTICIPATION IN THE PLAN WITH THEIR OWN TAX ADVISOR.

Participants in the Plan, in general, have the same federal income tax obligations with respect to their dividends as do shareholders who are not participants in the Plan. When dividends are reinvested in shares of Common Stock, a participant will be treated for federal income tax purposes as having received a taxable dividend equal to the cash dividend reinvested.

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Shares of Common Stock purchased on the open market will have a tax basis equal to the purchase price per share (including brokerage commissions). Shares of Common Stock purchased from the Company will have a tax basis equal to the price paid for the shares. Whether purchased on the open market or from the Company, the shares will have a holding period beginning on the day following the Investment Date.

Participants do not recognize any taxable income when they receive certificates for whole shares credited to their accounts, either upon their request for such certificates or upon withdrawal from or termination of the Plan; however, participants recognize gain or loss when shares acquired under the Plan are sold or exchanged either through the Plan at the request of participants or by participants themselves after receipt of certificates for shares from the Plan. Participants also recognize gain or loss when they receive cash payments for fractional shares credited to their account, upon withdrawal from or termination of the Plan. The amount of gain or loss is the difference between the amount received for the fractional shares and the tax basis thereof.

In the case of a participating foreign shareholder whose dividends are subject to federal income tax withholding or a domestic shareholder subject to backup federal income tax withholding, the tax required to be withheld will be deducted from the amount of any cash dividend otherwise to be applied to the purchase of shares under the Plan, and the amount of the dividend after such deduction will be so applied. Since any such withholding tax applies also to a dividend on shares credited to the Plan account, only the net dividend on such shares will be applied to the purchase of additional stock. The statement of account sent to such participants will indicate the amount of tax withheld. The Company cannot refund federal income tax withholding amounts. Participants subject to such withholding should contact their tax advisors or the Internal Revenue Service for information.

DESCRIPTION OF COMMON STOCK

The following statements contain, in summary form, certain information relating to the Company's Common Stock. They do not purport to be complete or to reflect or give effect to statutory law, and are intended to outline the information presented in general terms only. Such statements are subject to the detailed provisions of the Restated Articles of Consolidation of the Company.

DIVIDEND RIGHTS AND RESTRICTIONS

Subject to the preferential dividends of the Company's Preferred Stock and Preference Stock, to certain provisions for the protection of holders of the Preferred Stock and Preference Stock and to other restrictive provisions referred to below, dividends may be paid on shares of Common Stock from funds available for that purpose, when and as declared by the Board of Directors.

Except as otherwise authorized by consent of the holders of at least two-thirds of the total number of outstanding shares of the Preferred Stock voting as a single class, the Company may not pay or declare any dividends on shares of its junior stock, other than the dividends payable solely in shares of junior stock, or make any distributions on, or purchase or otherwise acquire for value, any shares of junior stock if, after giving effect thereto, the aggregate amount expended during the 12 months then ended (a) exceeds 50% of the net income of the Company available for dividends on junior stock for the preceding 12 months, in case the total of junior stock equity would be reduced to less than 20% of total capitalization, or (b) exceeds 75% of such net income in case such equity would be reduced to between 20% and 25% of total capitalization, or (c) except to the extent permitted in subparagraphs (a) and (b), would reduce such equity below 25% of total capitalization.

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No dividends may be declared or paid on Common Stock and no Common Stock may be purchased or redeemed or otherwise retired for consideration (a) unless all past and current dividends on shares of outstanding Preferred Stock and Preference Stock have been paid or set apart for payment and (b) except to the extent of retained earnings ("Earned Surplus").

VOTING RIGHTS

The holders of Common Stock exclusively possess full voting powers for the election of directors (who may be voted for cumulatively) and for all other purposes, except (a) as by statute otherwise mandatorily provided, (b) that the consent of specified percentages of holders of outstanding shares of Preferred Stock and Preference Stock is required to authorize certain actions which may affect their interest, (c) that if at any time dividends on any of the outstanding shares of Preferred Stock shall be in default in an amount equivalent to four or more full quarterly dividends, the holders of outstanding Preferred Stock, voting as a single class, shall be entitled (voting cumulatively) to elect the smallest number of directors necessary to constitute a majority of the full Board of Directors, which right shall continue in effect until all dividend arrearages shall have been paid and (d) that if at any time dividends on any of the outstanding shares of Preference Stock shall be in default in an amount equivalent to four or more full quarterly dividends, the number of members of the Board of Directors shall be increased by two and the holders of the outstanding shares of Preference Stock, voting as a single class, shall be entitled (voting cumulatively) to elect the two additional directors, which right shall continue in effect until all dividend arrearages shall have been paid.

LIQUIDATION RIGHTS

In the event of voluntary dissolution or liquidation of the Company, after there shall have been paid to or set aside for the holders of shares of outstanding Preferred Stock and Preference Stock the full preferential amounts of which they are respectively entitled, the holders of outstanding shares of Common Stock shall be entitled to receive pro rata, according to the number of shares held by each, the remaining assets of the Company available for distribution.

PREEMPTIVE RIGHTS

No holder of outstanding shares of Common Stock has any preemptive right to subscribe for or acquire any shares of stock or any securities of any kind issued by the Company.

LIABILITY TO ASSESSMENT

The outstanding shares of Common Stock of the Company when issued in accordance with the terms of the offering referred to herein, will be, fully paid and nonassessable.

EXPERTS

The financial statements and schedules included in the Company's latest Annual Report on Form 10-K, incorporated by reference in this Prospectus, have been examined by Coopers & Lybrand, independent public accountants, as indicated in their reports with respect thereto, and are included herein, in reliance upon the authority to said firm as experts in giving said reports.

LEGAL OPINIONS

The validity of the newly issued shares of Common Stock of the Company will be passed upon by Samuel P. Cowley, Senior Vice President-Corporate Affairs and Chief Legal Officer of the Company. At December 30, 1993, Mr. Cowley owned

beneficially 9,477 shares of the Company's Common Stock and held options to purchase 13,500 additional shares.

INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Section 351.355 of the Missouri Business and General Corporation Law concerning indemnification ("Indemnification Statute") provides for indemnification of corporate directors and officers by a corporation under certain circumstances as therein specified including all expenses, counsel fees, judgments, fines and amounts paid in settlement reasonably incurred in connection with or arising out of any action, suit, proceeding or claim in which he is made a party by reason of his being, or having been, such director or officer. The Indemnification Statute further permits the Company to provide indemnification in addition to that authorized under the Indemnification Statute. The Company's Restated Articles of Consolidation provide broader indemnification than set forth in the Indemnification Statute. The Company has entered into agreements with its officers and directors which also provide broader indemnification than set forth in the Indemnification Statute.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, the registrant has been informed that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS OR INCORPORATED BY REFERENCE, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY OF THESE SECURITIES IN ANY STATE TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH STATE. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT INFORMATION IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

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KANSAS CITY POWER &
LIGHT COMPANY

DIVIDEND REINVESTMENT AND
STOCK PURCHASE PLAN

COMMON STOCK

PROSPECTUS

PART II
INFORMATION NOT REQUIRED IN THE PROSPECTUS.

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

If the Company issues new shares of Common Stock under the Plan, expenses (other than the SEC registration fee paid herewith) will be minimal.

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 351.355 RSMo provides as follows:

1. A corporation created under the laws of this state may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

2. The corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, and amounts paid in settlement actually reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

3. To the extent that a director, officer, employee or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsections 1 and 2 of this section, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the action, suit or proceeding.

4. Any indemnification under subsections 1 and 2 of this section, unless ordered by a court, shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in this section. The determination shall be made by the board of directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit, or proceeding, or if such a quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by the shareholders.

5. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of the action, suit, or proceeding as authorized by the board of directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this section.

6. The indemnification provided by this section shall be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the articles of incorporation or bylaws or any agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

7. A corporation created under the laws of this state shall have the power to give any further indemnity, in addition to the indemnity authorized or contemplated under other subsections of this section, including subsection 6, to any person who is or was a director, officer, employee or agent, or to any person who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, provided such further indemnity is either (i) authorized, directed, or provided for in the articles of incorporation of the corporation or any duly adopted amendment thereof or (ii) is authorized, directed, or provided for in any bylaw or agreement of the corporation which has been adopted by a vote of the shareholders of the corporation, and provided further that no such indemnity shall indemnify any person from or on account of such person's conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct. Nothing in this subsection shall be deemed to limit the power of the corporation under subsection 6 of this section to enact bylaws or to enter into agreements without shareholder adoption of the same.

8. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this section.

9. Any provision of this chapter to the contrary notwithstanding, the provisions of this section shall apply to all existing and new domestic corporations, including but not limited to banks, trust companies, insurance companies, building and loan associations, savings bank and safe deposit companies, mortgage loan companies, corporations formed for benevolent, religious, scientific or educational purposes and nonprofit corporations.

10. For the purpose of this section, references to "the corporation" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this section with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

11. For purposes of this section, the term "other enterprise" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and the term "serving at the request of the corporation" shall include any service as a director, officer, employee, or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

The officers and directors of the Company have entered into indemnification agreements with the Company indemnifying such officers and directors to the extent allowed under the above Section 351.355 RSMo (1986).

ARTICLE XIII OF THE RESTATED ARTICLES OF CONSOLIDATION of the Company provides as follows:

ARTICLE THIRTEENTH. (a) RIGHT TO INDEMNIFICATION. Each person who was or is made a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Company or is or was an employee of the Company acting within the scope and course of his or her employment or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, shall be indemnified and held harmless by the Company to the fullest extent authorized by The Missouri General and Business Corporation Law, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid to or to be paid in settlement) actually and reasonably incurred by such person in connection therewith. The Company may in its discretion by action of its Board of Directors provide indemnification to agents of the Company as provided for in this ARTICLE THIRTEENTH. Such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators.

(b) RIGHTS NOT EXCLUSIVE. The indemnification and other rights provided by this ARTICLE THIRTEENTH shall not be deemed exclusive of any other rights to which a person may be entitled under any applicable law, By-laws of the Company, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in any other capacity while holding the office of director or officer, and the Company is hereby expressly authorized by the shareholders of the Company to enter into agreements with its directors and officers which provide greater indemnification rights than that generally provided by The Missouri General and Business Corporation Law; PROVIDED, however, that no such further indemnity shall indemnify any person from or on account of such director's or officer's conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct. Any such agreement providing for further indemnity entered into pursuant to this ARTICLE THIRTEENTH after the date of approval of this ARTICLE THIRTEENTH by the Company's shareholders need not be further approved by the shareholders of the Company in order to be fully effective and enforceable.

(c) INSURANCE. The Company may purchase and maintain insurance on behalf of any person who was or is a director, officer, employee or agent of the Company, or was or is serving at the request of the Company as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise against any liability asserted against or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of this ARTICLE THIRTEENTH.

(d) AMENDMENT. This ARTICLE THIRTEENTH may be hereafter amended or repealed; however, no amendment or repeal shall reduce, terminate or otherwise adversely affect the right of a person entitled to obtain indemnification or an advance of expenses with respect to an action, suit or proceeding that pertains to or arises out of actions or omissions that occur prior to the later of (a) the effective date of such amendment or repeal; (b) the expiration date of such person's then current term of office with, or service for, the Company (provided such person has a stated term of office or service and completes such term); or (c) the effective date such person resigns his or her office or terminates his or her service (provided such person has a stated term of office or service but resigns prior to the expiration of such term).

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ITEM 8. EXHIBITS.

| <TABLE> | | <CAPTION> | |
|---------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| EXHIBIT | | DESCRIPTION OF DOCUMENT | |
| NUMBER | | | |
| ----- | | ----- | |
| <S> | <C> | <C> | |
| 4-a | * | Indenture dated as of December 1, 1946, between the Company and Continental Illinois National Bank and Trust Company of Chicago (now named Continental Bank, N.A.) and George G. Moore, Trustees (Exhibit 7-D to Registration Statement, Registration No. 2-6815). | |
| 4-b | * | Appointment of Louis D. Thorne as successor Individual Trustee (Exhibit 4-B-3 to Registration | |

| | |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Statement, Registration No. 2-9974). |
| 4-c | * Appointment of B. M. Lamberson as successor Individual Trustee (Exhibit 2-H to Registration Statement, Registration No. 2-15880). |
| 4-d | * Fifteenth Supplemental Indenture dated as of June 1, 1975, to Indenture dated as of December 1, 1946 (Exhibit 2-Q to Registration Statement No. 2-60737). |
| 4-e | * Nineteenth Supplemental Indenture dated as of August 1, 1977, to Indenture dated as of December 1, 1946 (Exhibit 2-T to Registration Statement No. 2-60072). |
| 4-f | * Twenty-Ninth Supplemental Indenture dated as of December 22, 1993, to Indenture dated as of December 1, 1946 (Exhibit 4-aa to Registration Statement No. 2-89463). |
| 4-g | * Appointment of J. L. Miller as successor Individual Trustee (Exhibit 2-U to Registration Statement, Registration No. 2-60072). |
| 4-h | * Appointment of J. S. Missman as successor Individual Trustee (Exhibit 4-X to Registration Statement 2-71334). |
| 4-i | * General Mortgage Indenture and Deed of Trust dated as of December 1, 1986, between the Company and United Missouri Bank of Kansas City, n.a. (Exhibit 4-bb to Form 10-K for year ended December 31, 1986). |
| 4-j | * Third Supplemental Indenture dated as of April 1, 1991, to General Mortgage Indenture and Deed of Trust dated as of December 1, 1986, between the Company and United Missouri Bank of Kansas City, N.A. (Exhibit 4-aa to Registration Statement No. 33-42187). |
| 4-k | * Fourth Supplemental Indenture dated as of February 15, 1992, to General Mortgage Indenture and Deed of Trust dated as of December 1, 1986, between the Company and United Missouri Bank, n.a. (Exhibit 4-y to Form 10-K for year ended December 31, 1991). |
| 4-l | * Fifth Supplemental Indenture dated as of September 15, 1992, to General Mortgage Indenture and Deed of Trust dated as of December 1, 1986, between the Company and United Missouri Bank, n.a. (Exhibit 4-a to Form 10-Q dated September 30, 1992). |
| 4-m | * Sixth Supplemental Indenture dated as November 1, 1992, to General Mortgage Indenture and Deed of Trust dated as of December 1, 1986, between the Company and United Missouri Bank, n.a. (Exhibit 4-z to Registration Statement, Registration No. 33-54196). |
| 4-n | * Seventh Supplemental Indenture dated as October 1, 1993, to General Mortgage Indenture and Deed of Trust dated as of December 1, 1986, between the Company and United Missouri Bank, n.a. (Exhibit 4-a to Form 10-Q dated September 30, 1993). |
| 4-o | Eighth Supplemental Indenture dated as December 1, 1993, to General Mortgage Indenture and Deed of Trust dated as of December 1, 1986, between the Company and United Missouri Bank, n.a. |
| 4-p | * Note Indenture dated as of April 1, 1991, between the Company and The Bank of New York (Exhibit 4-bb to Registration Statement, Registration No. 33-42187). |

</TABLE>

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| <TABLE> <CAPTION> EXHIBIT NUMBER | | DESCRIPTION OF DOCUMENT |
|-------------------------------------------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <S> | <C> | <C> |
| 4-q | * | Note Indenture dated as of February 15, 1992, between the Company and The Bank of New York (Exhibit 4-bb to Registration Statement No. 33-45736). |
| 4-r | * | Note Indenture dated as of November 15, 1992, between the Company and The Bank of New York (Exhibit 4-aa to Registration Statement, Registration No. 33-54196). |
| 4-s | * | Resolution of Board of Directors Establishing 3.80% Cumulative Preferred Stock (Exhibit 2-R to Registration Statement, Registration No. 2-40239). |
| 4-t | * | Resolution of Board of Directors Establishing 4% Cumulative Preferred Stock (Exhibit 2-S to Registration Statement, Registration No. 2-40239). |
| 4-u | * | Resolution of Board of Directors Establishing 4.50% Cumulative Preferred Stock (Exhibit 2-T to Registration Statement, Registration No. 2-40239). |
| 4-v | * | Resolution of Board of Directors Establishing 4.20% Cumulative Preferred Stock (Exhibit 2-U to Registration Statement, Registration No. 2-40239). |
| 4-w | * | Resolution of Board of Directors Establishing 4.35% Cumulative Preferred Stock (Exhibit 2-V to Registration Statement, Registration No. 2-40239). |
| 4-x | * | Certificate of Designation of Board of Directors Establishing the \$50,000,000 Cumulative No Par Preferred Stock, Auction Series A (Exhibit 4-a to Form 10-Q dated March 31, 1992). |
| 5 | | Opinion Re Legality. |
| 23-a | | Consent of Counsel. |
| 23-b | | Consent of Independent Public Accountants. |
| 24 | | Powers of Attorney. |

</TABLE>

ITEM 9. UNDERTAKINGS.

The undersigned registrant hereby undertakes:

(a) (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most

| | | | | |
|-----|--------------------------|-----|-------------------------------------|-----|
| <C> | /s/DRUE JENNINGS | <S> | Chairman of the Board and President | <C> |
| - | ----- | - | (Principal Executive Officer) | |
| | (Drue Jennings) | | | |
| | /s/B. J. BEAUDOIN | | Senior Vice President-Finance | |
| - | ----- | - | (Principal Financial Officer) | |
| | (B. J. Beaudoin) | | | |
| | /s/NEIL ROADMAN | | Controller (Principal Accounting | |
| - | ----- | - | Officer) | |
| | (Neil Roadman) | | | |
| | WILLIAM H. CLARK* | | Director | |
| - | ----- | - | | |
| | (William H. Clark) | | | |
| | ROBERT J. DINEEN* | | Director | |
| - | ----- | - | | |
| | (Robert J. Dineen) | | | |
| | ARTHUR J. DOYLE* | | Director | |
| - | ----- | - | | |
| | (Arthur J. Doyle) | | | |
| | W. THOMAS GRANT II* | | Director | |
| - | ----- | - | | |
| | (W. Thomas Grant II) | | | |
| | GEORGE E. NETTELS, JR.* | | Director | |
| - | ----- | - | | |
| | (George E. Nettels, Jr.) | | | |
| | GEORGE A. RUSSELL* | | Director | |
| - | ----- | - | | |
| | (George A. Russell) | | | |
| | LINDA HOOD TALBOTT* | | Director | |
| - | ----- | - | | |
| | (Linda Hood Talbott) | | | |
| | ROBERT H. WEST* | | Director | |
| - | ----- | - | | |
| | (Robert H. West) | | | |

JANUARY 3, 1994

*By /s/DRUE JENNINGS

(Drue Jennings)
ATTORNEY-IN-FACT

</TABLE>

EIGHTH SUPPLEMENTAL INDENTURE

KANSAS CITY POWER & LIGHT COMPANY

UNITED MISSOURI BANK, N.A.

DATED AS OF DECEMBER 1, 1993

CREATING A MORTGAGE BOND
SERIES 1993B

SUPPLEMENTAL TO GENERAL MORTGAGE INDENTURE AND
DEED OF TRUST DATED AS OF DECEMBER 1, 1986

EIGHTH SUPPLEMENTAL INDENTURE, dated as of October 1, 1993, between KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation ("Company"), and UNITED MISSOURI BANK, N.A. (formerly United Missouri Bank of Kansas City, N.A.), as Trustee ("Trustee") under the Indenture hereinafter mentioned.

WHEREAS, all capitalized terms used in this Supplemental Indenture have the respective meanings set forth in the Indenture;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a General Mortgage Indenture and Deed of Trust ("Indenture"), dated as of December 1, 1986, to secure Mortgage Bonds issued by the Company pursuant to the Indenture, unlimited in aggregate principal amount except as therein otherwise provided.

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a First Supplemental Indenture, dated as of December 1, 1986, creating a first series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee, a Second Supplemental Indenture, dated as of April 1, 1988, creating a second series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Third Supplemental Indenture, dated as of April 1, 1991, creating a third series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Fourth Supplemental Indenture, dated as of February 15, 1992, creating a fourth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Fifth Supplemental Indenture, dated as of September 1, 1992, creating a fifth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Sixth Supplemental Indenture, dated as of November 1, 1992, creating a sixth series of Mortgage Bonds;

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Seventh Supplemental Indenture, dated as of October 1, 1993, creating a seventh series of Mortgage Bonds;

WHEREAS, the Company desires in and by this Supplemental Indenture to create a eighth series of Mortgage Bonds to be issued under the Indenture, to designate such series, to set forth the maturity date, interest rate or rates and the form and other terms of such Mortgage Bonds;

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WHEREAS, all acts and things necessary to make this Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been done and performed; and the execution and delivery of this Supplemental Indenture have been in all respects duly authorized;

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of One Dollar in lawful money of the United States of America paid to the Company by the Trustee at or before the execution and delivery of this Supplemental Indenture, the receipt whereof is hereby acknowledged, and of other good and valuable consideration, it is agreed by and between the Company and the Trustee as follows:

ARTICLE I.

MORTGAGE BOND SERIES 1993B

SECTION 1. (a) There is hereby created a eighth series of Mortgage Bonds to consist of one Mortgage Bond issued under and secured by the Indenture, to be designed as "Mortgage Bond Series 1993B" of the Company ("Bond of the Eighth Series").

(b) The Bond of the Eighth Series shall be issued in the principal amount

of \$79,480,000, but the principal amount of the Bond of the Eighth Series actually outstanding as of any particular time shall be equal to the principal amount of securities titled "City of Burlington, Kansas Environmental Improvement Revenue Refunding Bonds (Kansas City Power & Light Company Project) Market-Adjusted Tax Exempt Securities--\$40,000,000 Series 1993A and \$39,480,000 Series 1993B" ("Revenue Bonds") which at such particular time are outstanding under the Indenture of Trust dated as of December 1, 1993, ("Revenue Bond Indenture"), between the City of Burlington, Kansas and The Bank of New York, as trustee ("Revenue Bond Trustee").

(c) The Bond of the Eighth Series shall be a registered Bond without coupons and shall be dated December 2, 1993. The Bond of the Eighth Series shall mature December 1, 2023, subject to prior redemption pursuant to Section 3.

(d) Interest will accrue on the unpaid portion of the principal of the Bond of the Eighth Series from the last date to which interest was paid, or if no interest has been paid from the date of the original issuance of the Bond of the Eighth Series until the entire principal amount of the Bond of Eighth Series is paid. The Bond of the Eighth Series shall bear interest at the rate or rates per annum born by the Revenue Bonds as provided for in Section 2.02 of the Revenue Bond Indenture and in the Revenue Bonds and interest shall be paid on the date or dates on which, and at the same place or places as, interest is payable on the Revenue Bonds.

(e) The payment or payments of principal of the Bond of the Eighth Series shall be equal to the principal amount of, and any premium on, the Revenue Bonds which is due and payable under the Revenue Bond Indenture and shall be payable

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on the date or dates on which, and at the same place or places as, the principal of, and any premium on such Revenue Bonds.

(f) The Mortgage Bond shall be subject to redemption at the same times and in the same amounts as the Revenue Bonds.

(g) The principal amount of and interest on the Bond of the Eighth Series shall be payable in lawful money of the United States of America.

SECTION 2. At such time or times as the Revenue Bond Trustee shall deliver a certificate signed by a Responsible Officer, as defined by the Revenue Bond Indenture stating that all or a portion of the principal amount of the Revenue Bonds have been redeemed or otherwise deemed to have been paid, the principal amount of the Bond of the Eighth Series shall be reduced by such specific principal amount, and such specific principal amount shall be deemed for all purposes of the Indenture, including Article IV and Article XI of the Indenture, to be Retired Bonds.

SECTION 3. If the Revenue Bonds, shall become immediately due and payable, pursuant to the provisions of the first paragraph of Section 8.02 of the Revenue Bond Indenture (by reason of the occurrence and continuance of an "Event of Default" under paragraph (a), (b) or (c) of Section 8.01 of the Revenue Bond Indenture), the Bond of the Eighth Series shall be subject to redemption in whole. The Trustee shall redeem the Bond of the Eighth Series upon receipt of a written notice (hereinafter referred to as the "Notice") from the Revenue Bond Trustee stating that the Revenue Bonds have become immediately due and payable. The Notice shall direct the Trustee to call the Bond of the Eighth Series for redemption. No notice of redemption of the Bond of the Eighth Series shall be required in connection with such redemption and the Notice shall also contain a waiver by the Revenue Bond Trustee, as holder of the Bond of the Eighth Series of any notice of redemption as may be required under Article IX of the Indenture. The Bond of the Eighth Series shall be redeemed in whole immediately upon the receipt by the Trustee of such Notice. The Trustee may conclusively presume the statements contained in the Notice to be correct. Any such redemption of the Bond of the Eighth Series shall be at a redemption price equal to the principal amount of the Bond of the Eighth Series together with accrued interest to the redemption date, and such amount shall become and be due and payable immediately. The Company hereby covenants that, if a Notice shall be delivered to the Trustee, the Company will deposit immediately with the Trustee, in accordance with Article IX of the Indenture, an amount in cash sufficient to redeem the Bond of the Eighth Series so called for redemption.

SECTION 4. The Bond of the Eighth Series is not transferable except to a successor Revenue Bond Trustee under the Revenue Bond Indenture.

SECTION 5. (a) The Bond of the Eighth Series shall be pledged by the Company with and delivered to the Revenue Bond Trustee to secure payment of the principal of, premium, if any, and interest on the Revenue Bonds for the benefit of the owners and beneficial owners from time to time of the Revenue Bonds.

(b) The obligation of the Company to make any payment of the principal of or any premium or interest on the Bond of the Eighth Series shall be fully or

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partially, as the case may be, paid, deemed to have been paid or otherwise satisfied and discharged to the extent that at the time any such payment shall be due, the then due principal of and any premium or interest on the Revenue Bonds shall have been fully or partially paid, deemed to have been paid or otherwise satisfied and discharged.

(c) The Trustee shall conclusively presume that the obligation of the Company to make payments of the principal of or any premium or interest on the Bond of the Eighth Series shall have been fully paid, deemed to have been paid or otherwise satisfied and discharged when due unless and until the Trustee shall have received written notice from the Revenue Bond Trustee, signed by a Responsible Officer (as defined in the Revenue Bond Indenture), stating that the

payments of principal of and premium or interest on the Revenue Bonds specified in such notice were not fully paid, deemed to have been paid or otherwise satisfied and discharged when due and remain unpaid at the date of such notice.

SECTION 6. The form of the Bond of the Eighth Series shall be substantially as follows:

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(FORM OF BOND OF THE EIGHTH SERIES)

KANSAS CITY POWER & LIGHT COMPANY

MORTGAGE BOND SERIES 1993B

\$79,480,000

Bond Number R-1

Kansas City Power & Light Company, a Missouri corporation ("Company"), for value received, hereby promises to pay to The Bank of New York as Trustee under the Indenture dated as of December 1, 1993, between the City of Burlington, Kansas, and such Trustee ("Revenue Bond Indenture"), or the successor Trustee under the Revenue Bond Indenture, the sum of \$79,480,000 or, if less, the aggregate unpaid principal amount of all City of Burlington, Kansas Environmental Improvement Revenue Refunding Bonds (Kansas City Power & Light Company Project) Market-Adjusted Tax Exempt Securities--\$40,000,000 Series 1993A and \$39,480,000 Series 1993B ("Revenue Bonds") outstanding under the Revenue Bond Indenture. The payment of principal, premium, or interest on the Bond shall be equal to the principal amount of, any premium on, and interest due on the Revenue Bonds as set forth in the Revenue Indenture. The principal of and any premium or interest on this Bond of the Eighth Series are payable in lawful money of the United States of America.

THIS BOND OF THE EIGHTH SERIES IS NOT TRANSFERABLE EXCEPT TO A SUCCESSOR TRUSTEE UNDER THE REVENUE BOND INDENTURE.

The obligation of the Company to make any payment of the principal of or any premium or interest on this Bond of the Eighth Series shall be fully or partially, as the case may be, paid, deemed to have been paid or otherwise satisfied and discharged to the extent that at the time any such payment shall be due, the then due principal of and any premium or interest on the Revenue Bonds shall have been fully or partially paid, deemed to have been paid or otherwise satisfied and discharged.

This Bond of the Eighth Series is one, of the series hereinafter specified, of the bonds of the Company ("Bonds") known as its "Mortgage Bonds," issued and

to be issued in one or more series under and secured by a General Mortgage Indenture and Deed of Trust dated as of December 1, 1986 ("Indenture"), duly executed by the Company to United Missouri Bank, N.A., (formerly United Missouri Bank of Kansas City, N.A.) Trustee ("Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the terms and conditions upon which the Bonds are, and are to be, issued and secured, and the rights of the owners of the Bonds and of the Trustee in respect of such security, and the prior liens to which the security for the Bonds are junior; capitalized terms used in this Bond of the Eighth Series have the respective meanings set forth in the Indenture. As provided in the Indenture, the Bonds may be various principal sums, are issuable in series, may mature at different times,

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may bear interest at different rates and may otherwise vary as therein provided; and this Bond of the Eighth Series is the only one of the series entitled "Mortgage Bond Series 1993B," created by a Eighth Supplemental Indenture dated as of December 1, 1993, as provided for in the Indenture. With the consent of the holders of more than 50% in aggregate principal amount of the Outstanding Bonds, the Company and the Trustee may from time to time and at any time, enter into a Supplemental Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any provision of the Indenture or of any Supplemental Indenture or of modifying in any manner the rights of the holders of the Bonds and any coupons; PROVIDED, HOWEVER, that (i) no such Supplemental Indenture shall, without the consent of the holder of each Outstanding Bond affected thereby (A) extend the fixed maturity of any Bonds, change any terms of any sinking fund or analogous fund or conversion rights with respect to any Bonds, or reduce the rate or rates or extend the time of payment of interest thereon, or reduce the principal amount thereof, or, subject to certain exceptions, limit the right of a holder of Bonds to institute suit for the enforcement of payment of principal of or any premium or interest on such Bonds in accordance with the terms of said Bonds, or (B) reduce the aforesaid percentage of Bonds, the holders of which are required to consent to any such Supplemental Indenture, or (C) permit the creation by the Company of any Prior Lien, and (ii) no such action which would affect the rights of the holders of Bonds of only one series may be taken unless approved by the holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such series affected, but if any such action would affect the Bonds of two or more series, the approval of such action on behalf of the holders of Bonds of such two or more series may be effected by holders of more than 60% in aggregate principal amount of the Outstanding Bonds of such two or more series, which need not include 60% in principal amount of Outstanding Bonds of each of such series; PROVIDED, HOWEVER, that, in no event shall such action be effective unless approved by holders of more than 50% in aggregate principal amount of all the then Outstanding Bonds of all such series.

In the event that this Bond of the Eighth Series shall not be presented for

payment when all Revenue Bonds issued are no longer outstanding under the Revenue Bond Indenture, then all liability of the Company to the Registered Holder of this Bond of the Eighth Series for the payment of the principal hereof and any premium or interest hereon shall forthwith cease, determine and be completely discharged and the right of such Registered Holder of this Bond of the Eighth Series for the payment of the principal hereof and any premium or interest hereon shall forthwith cease, determine and be completely discharged and such Registered Holder shall no longer be entitled to any lien or benefit of the Indenture.

In case an event of Default shall occur, the principal of this Bond of the Eighth Series may become or be declared due and payable in the manner, with the effect and subject to the conditions provided in the Indenture.

This Bond of the Eighth Series is transferable by the Registered Holder hereof in person or by attorney duly authorized in writing, only to a successor to the Revenue Bond Trustee under the Revenue Bond Indenture, at the principal office of the Trustee in Kansas City, Missouri, (or at the principal office of any successor in trust), upon surrender and cancellation of this Bond of the Eighth Series, and upon any such transfer a new registered Bond of the Eighth

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Series without coupons of the same series for the same principal amount will be issued to the transferee in exchange herefor.

The Company and the Trustee may deem and treat the person in whose name this Bond of the Eighth Series is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or any premium or interest on this Bond of the Eighth Series, or for any claim based hereon or otherwise in respect hereof or of the Indenture or any Supplemental Indenture, against any incorporator, stockholder, director or officer, past, present or future, of the Company or of any predecessor corporation, as such, either directly or through the Company or of any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by every owner hereof by the acceptance of this Bond of the Eighth Series and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Indenture.

This Bond of the Eighth Series shall not be valid or become obligatory for any purpose unless and until the certificate of authentication hereon shall have been executed by the Trustee or its successor in trust under said Indenture.

IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused this Bond

of the Eighth Series to be executed in its name by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents, and its corporate seal to be impressed or imprinted hereon and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

KANSAS CITY POWER & LIGHT COMPANY,

Dated:

By _____
Authorized Signature

Attest:

Secretary or Assistant Secretary

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The form of Trustee's certificate to appear on the Bond of the Eighth Series shall be substantially as follows:

(FORM OF TRUSTEE'S CERTIFICATE)

This Bond of the Eighth Series is the Bond of the series designated therein, described in the within-mentioned Indenture and Eighth Supplemental Indenture.

UNITED MISSOURI BANK, N.A.,
as Trustee,

By _____
Authorized Signature

ARTICLE II.
ISSUE OF BOND OF THE EIGHTH SERIES.

SECTION 1. The Bond of the Eighth Series may be executed, authenticated and delivered as permitted by the provisions of ARTICLE III, IV, V or VI of the Indenture.

ARTICLE III.

THE TRUSTEE.

SECTION 1. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company, or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture other than as set forth in the Indenture; and this Supplemental Indenture is executed and accepted on behalf of the Trustee, subject to all the terms and conditions set forth in the Indenture, as fully to all intents as if the same were herein set forth at length.

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ARTICLE IV.

MISCELLANEOUS PROVISIONS.

SECTION 1. Except insofar as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Indenture, as amended, shall be deemed to be incorporated in, and made a part of, this Supplemental Indenture; and the Indenture as supplemented and amended by this Supplemental Indenture is in all respects ratified and confirmed; and the Indenture, as amended, and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2. Nothing in this Supplemental Indenture is intended, or shall be construed to give to any person or corporation, other than the parties hereto and the holders of Bond of the Eighth Series issued and to be issued under and secured by the Indenture, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions of this Supplemental Indenture being intended to be, and being, for the sole and exclusive benefit of the parties hereto and of the holders of Bond of the Eighth Series issued and to be issued under the Indenture and secured thereby.

SECTION 3. All covenants, stipulations and agreements in this Supplemental Indenture contained by or on behalf of the Company shall bind and (subject to the provisions of the Indenture, as amended) inure to the benefit of

its successors and assigns, whether so expressed or not.

SECTION 4. The headings of the several Articles of this Supplemental Indenture are inserted for convenience of reference, and shall not be deemed to be any part hereof.

SECTION 5. This Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts shall together constitute but one and the same instrument.

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IN WITNESS WHEREOF, KANSAS CITY POWER & LIGHT COMPANY has caused this Supplemental Indenture to be executed by its Chairman of the Board or one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by its Secretary or one of its Assistant Secretaries, and UNITED MISSOURI BANK, N.A., as Trustee as aforesaid, has caused the same to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by one of its Assistant Secretaries, as of the day and year first above written.

KANSAS CITY POWER & LIGHT COMPANY,

By /s/B. J. Beaudoin

(B. J. Beaudoin)

ATTEST:

/s/Jeanie Sell Latz

(Jeanie Sell Latz)

UNITED MISSOURI BANK, N.A.,

By /s/Frank C. Bramwell

(Frank C. Bramwell)

ATTEST:

/s/R. William Bloemker

(R. William Bloemker)

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 29th day of November, 1993, before me, a Notary Public in and for said County in the State aforesaid, personally appeared B. J. Beaudoin, to me personally known, who, being by me duly sworn, did say that he is Senior Vice President-Finance and Chief Financial Officer of KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation, one of the corporations described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said B. J. Beaudoin acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation by it voluntary executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

/s/Jane C. Rosenthal

Jane C. Rosenthal
Notary Public, Clay
County, Missouri

(SEAL)

My commission expires
February 25, 1995

STATE OF MISSOURI)
) ss

On this 29th day of November, 1993, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Frank C. Bramwell, to me personally known, who, being by me duly sworn, did say that he is a Vice President of UNITED MISSOURI BANK, N.A., a national banking association organized and existing under the laws of the United States of America, one of the corporations described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Frank C. Bramwell acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation by it voluntary executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

/s/Janee C. Rosenthal

Janee C. Rosenthal
Notary Public, Clay
County, Missouri

(SEAL)

My commission expires
February 25, 1995

January 3, 1994

Kansas City Power & Light Company
1201 Walnut
Kansas City, Missouri 64106

Gentlemen:

You have requested my opinion in connection with Registration Statement to be filed with the Securities and Exchange Commission, on Form S-3, under the Securities Act of 1933, as amended, for registration under said Act of participation in the Dividend Reinvestment and Stock Purchase Plan ("Plan") of Kansas City Power & Light Company (the "Company") and shares of Common Stock, without par value, to be purchased with contributions to the Plan.

As Senior Vice President and Chief Legal Officer for the Company, I am familiar with the corporate proceedings relating to the adoption of the Plan by the Company, and have examined such records and such other instruments and certificates of officers and representatives of the Company, and of such other persons, and have made such investigation of law, as I have deemed appropriate as the basis of the opinion hereinafter expressed.

Based upon the foregoing, it is my opinion that:

1. The Company is duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Missouri, where it has its principal office, and is duly qualified to transact business in the State of Kansas.

2. The Company has duly adopted the Plan and all necessary corporate action with respect thereto has been duly taken.

3. The Common Stock of the Company, without par value, when issued in accordance with the provisions of the Plan set forth in the Prospectus included in the Registration Statement will be validly issued, fully paid and non-assessable, and no personal liability will attach to the holders thereof by reason of ownership thereof.

I hereby consent to the filing of this opinion as an Exhibit to the Registration Statement.

Very truly yours,

/s/ Samuel P. Cowley

CONSENT OF COUNSEL

I refer to the Registration Statement of Kansas City Power & Light Company to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, for the registration of shares of common stock in the Company's Dividend Reinvestment and Stock Purchase Plan. I consent to the reference made to me therein under "Legal Opinions."

/s/ Samuel P. Cowley

(Samuel P. Cowley)

January 3, 1994

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated January 29, 1993, included in the Annual Report on Form 10-K for the fiscal year ended December 31, 1992, on our audits of the financial statements and financial statement schedules of Kansas City Power & Light Company. We also consent to the reference to our firm under the caption "Experts".

/s/ Coopers & Lybrand

COOPERS & LYBRAND

Kansas City, Missouri
January 3, 1994

On this 2nd day of November, 1993, before me the undersigned, a Notary Public, personally appeared Linda H. Talbott, to be known to be the person described in and who executed the foregoing instrument, and who, being by me first duly sworn, acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

/s/Janee C. Rosenthal

Notary Public
Clay County, Missouri

My Commission Expires:

February 25, 1995

Exhibit 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, a Director of Kansas City Power & Light Company, a Missouri corporation, does hereby constitute and appoint Drue Jennings, his true and lawful attorney and agent, with full power and authority to execute in the name and on behalf of the undersigned as such director a Registration Statement on Form S-3 and all amendments thereto; hereby granting unto such attorney and agent full power of substitution and revocation in the premises; and hereby ratifying and confirming all that such attorney and agent may do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of November, 1993.

/s/Robert H. West

Robert H. West

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 2nd day of November, 1993, before me the undersigned, a Notary Public, personally appeared Robert H. West, to be known to be the person described in and who executed the foregoing instrument, and who, being by me first duly sworn, acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

/s/Janee C. Rosenthal

Notary Public
Clay County, Missouri

My Commission Expires:

February 25, 1995