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Public Notices

Legals-2

(Published in the Great Bend Tribune on June 7, 2025)-1t

ORDINANCE NO. 358

AN ORDINANCE GRANTING TO MIDWEST ENERGY, INC., A KANSAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE PRESCRIBING THE TERMS THEREOF AND RELATING THERETO, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT WITH OR IN CONFLICT WITH THE TERMS THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PAWNEE ROCK KANSAS:

Section 1. That, in consideration of the benefits to be derived by the City of PAWNEE ROCK, Kansas, and its inhabitants, hereinafter called "City", there is hereby granted to Midwest Energy, Inc., hereinafter called "Grantee" or "Company", its successors and assigns, the right to use and occupy the streets, avenues, alleys and other public places within the City of PAWNEE ROCK, Kansas, for the purpose of constructing, installing, maintaining and operating a natural gas transmission and distribution system including mains, pipes, conduits, services and other necessary structures and appurtenances, in, under, upon, over, across, and along the streets, alleys, bridges, and public grounds within the present and future corporate limits of the City of PAWNEE ROCK, Kansas, for the furnishing, transmission, distribution, and sale of natural gas, for heating, cooling, domestic, industrial and other purposes, and for transmitting natural gas into, through and beyond said City for a period of twenty (20) years from the date of passage of this Ordinance through the 2nd day of June, 2045.

Section 2. All mains, pipes, conduits and services shall be installed and maintained so as to interfere as little as practicable with traffic over the streets, alleys, bridges and public places of said City.

When Grantee shall do any work of construction, repair or maintenance of said system in the course of which any pavements, curbing or gutter upon any street, alley, bridge or public place shall be excavated, Grantee shall properly protect excavations and shall promptly restore such street, alley, bridge or public place as far as practicable to as good condition as before such work was done.

Section 3. That, in consideration of the rights and privileges hereby granted, said Grantee hereby undertakes and agrees to use reasonable effort to maintain good and adequate service to the City hereunder, but it is understood that the Company does not guarantee that the supply of natural gas will at all times be continuous and it is agreed that temporary cessation of Company's service hereunder occasioned by fire, explosion, flood, strike, insurrection, mob violence, governmental interference, breakdown or injury to machinery, or transmission or distribution lines or from other accidents or causes not reasonably within its control, shall not constitute a breach of this Ordinance or any obligation arising hereunder on the part of the Company; and, that Grantee shall not be liable to City for any damages resulting from such temporary cessation of service.

Section 4. That, in consideration of the rights and privileges hereby granted, said Grantee, its successors and assigns, shall locate its transmission and distribution lines in the streets, avenues, alleys and other public places in such manner as not to interfere with the use of said streets, avenues, alleys and public places. At times when City causes public improvements to be made to any of the streets, avenues, alleys or other public places within the City that are occupied by Company's natural gas facilities, Company shall, at City request, relocate its natural gas facilities at Company's expense to conform to the City's planned improvement. If said Grantee is required to move, alter or rebuild any of its natural gas facilities not located on public right of way, the cost of moving, altering or rebuilding said facilities shall be borne by the requesting party. In the event City vacates or otherwise abandons City right of way on which Company facilities are located, or planned to be located, the Ordinance vacating or abandoning such City right of way shall provide City granted easement to Company.

Section 5. It is further agreed by the City and the Company, that the rates now in effect or such rates as may be approved by the proper governmental authority having jurisdiction over the Company or the Company's Board pursuant to K.S.A. 66-104g, as applicable, shall be deemed to be a reasonable schedule of maximum rates charged the City and its inhabitants for the service provided by the Company.

Section 6. Subject to any restriction placed on Company by regulatory authorities having jurisdiction over the Company in consideration of and as compensation for the granting of this franchise by the City of PAWNEE ROCK, Kansas, and in lieu of any licenses, fees and occupation or other revenue taxes, Company shall collect from consumers and pay to the City an amount equal to Four percent (4%) of the gross revenue derived from the sales of natural gas and of Three cents per therm for gas transported to any customer within the corporate limits of said City. Payment shall be made to the City monthly for the preceding monthly period.

The City shall have access to and the right to examine, at all reasonable times, all books, receipts, files, records and documents of Company necessary to verify the correctness of said payments.

Notwithstanding anything to the contrary in this franchise, the fee provided for in this Section 6 shall not become effective within any area annexed by the City until 30 days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law, and a map of the city detailing the annexed area.

Section 7. Without affecting the other terms of this Ordinance, as further consideration for the rights and privileges hereby granted Company and subject to any restrictions placed on Company by regulatory authorities having jurisdiction over Company, Company agrees that the City will have the option to open the provision of Section 6 relating to the percentage applied to gross receipts derived from applicable natural gas sales. Six (6) months prior to the end of each 5-year period that this Ordinance is in existence, the Company and the City may renegotiate the percentage to be paid to the City during the succeeding 5-year period. If the Company and the City cannot reach a mutual agreement on said percentage during such 6-month period, this Ordinance shall become null and void.

Section 8. That the Company, its successors and assigns, in the construction, maintenance and operation of its natural gas transmission and distribution system, under the rights and privileges herein granted, shall exercise all reasonable and proper precaution to avoid damage or injury to persons or property, and shall hold and save harmless the City of PAWNEE ROCK, Kansas, from any and all damage, injury and expense caused by the negligence of said Company, its successors and assigns, or its or their agents or servants.

Section 9. It is further provided that should any section or sections of this Ordinance be held null and void, or void or illegal by any court having jurisdiction in a proper action, such decision by such court shall not affect any other part of this Ordinance not passed upon by such court.

Section 10. That all ordinances or parts of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed.

Section 11. This franchise is granted pursuant to the provisions of Article 20, Chapter 12, Kansas Statutes Annotated.

Section 12. The ordinance shall take effect and be in force from and after its passage and thirty (30) days after publication per KS 66-133(3) in the Great Bend Tribune, the official city newspaper.

FINAL ADOPTION AND PASSAGE by the Governing Body of the City of PAWNEE ROCK, Kansas, this 2nd day of June, 2025.

Paul Umble  
Paul Umble, Mayor

ATTEST:

Chris Mead  
Chris Mead, City Clerk

(SEAL)

Patrick Parke  
Patrick Parke CEO, Midwest Energy, Inc.

ATTEST:

Schamra Detherage  
Schamra Detherage, Assistant Secretary, Midwest Energy, Inc.

(SEAL)

Public Notices

Legals-2

(Published in the Great Bend Tribune on June 7, 2025)-1t

ORDINANCE NO. 357

AN ORDINANCE GRANTING TO MIDWEST ENERGY, INC., A KANSAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE PRESCRIBING THE TERMS THEREOF AND RELATING THERETO, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT WITH OR IN CONFLICT WITH THE TERMS THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PAWNEE ROCK, KANSAS:

Section 1. That, in consideration of the benefits to be derived by the City of PAWNEE ROCK, Kansas, and its inhabitants, hereinafter called "City", there is hereby granted to Midwest Energy, Inc., hereinafter called "Grantee" or "Company", its successors and assigns, the right to use and occupy the streets, avenues, alleys and other public places within the City of PAWNEE ROCK, Kansas, for the purpose of constructing, erecting, operating and maintaining electric transmission and distribution lines and all necessary facilities and appurtenances for use in the transmission, distribution and sale of electricity for all purposes to said City and its inhabitants for a period of twenty (20) years from the date of passage of this Ordinance through the 2nd day of June, 2045.

Section 2. The Company is hereby given the right, under the supervision of the Governing Body of the City, and within the City limits, to trim and cut such trees and foliage as may be reasonably necessary to prevent the same from interfering with the safe and efficient operation and maintenance of its transmission lines, distribution system, street lighting equipment, and to establish reasonable rules and regulations for the conduct of its business.

Section 3. That, in consideration of the rights and privileges hereby granted, said Grantee hereby undertakes and agrees to use reasonable effort to maintain good and adequate service to the City hereunder, but it is understood that the Company does not guarantee that the supply of electrical energy will at all times be continuous and it is agreed that temporary cessation of Company's service hereunder occasioned by fire, explosion, flood, strike, insurrection, mob violence, governmental interference, breakdown or injury to machinery, or transmission or distribution lines or from other accidents or causes not reasonably within its control, shall not constitute a breach of this Ordinance or any obligation arising hereunder on the part of the Company; and, that Grantee shall not be liable to City or to any other person, firm or corporation for any damages resulting from such temporary cessation of service.

Section 4. That, in consideration of the rights and privileges hereby granted, said Grantee, its successors and assigns, shall locate its distribution lines in the streets, avenues, alleys and other public places in such manner as not to interfere with the use of said streets, avenues, alleys and public places. At times when City causes public improvements to be made to any of the streets, avenues, alleys or other public places within the City that are occupied by Company's electric facilities, Company shall, at City request, relocate its electric facilities at Company's expense to conform to the City's planned improvement. If said Grantee is required to move, alter or rebuild any of its electric facilities not located on public right-of-way, the cost of moving, altering or rebuilding said facilities shall be borne by the requesting party. In the event City vacates or otherwise abandons City right-of-way on which Company facilities are located, or planned to be located, the Ordinance vacating or abandoning such City right-of-way shall provide City granted easement to Company.

Section 5. It is further agreed by the City and the Company, that the rates now in effect or such rates as may be approved by the proper governmental authority having jurisdiction over the Company or the Company's Board pursuant to K.S.A. 66-104d, as applicable, shall be deemed to be a reasonable schedule of maximum rates charged the City and its inhabitants for the service provided by the Company.

Section 6. Subject to any restriction placed on Company by regulatory authorities having jurisdiction over the Company in consideration of and as compensation for the granting of this franchise by the City of PAWNEE ROCK, Kansas, and in lieu of any licenses, fees and occupation or other revenue taxes, Company shall collect from consumers and pay to the City an amount equal to Four percent (4%) of the gross revenue derived from the sales of electric power and energy within the corporate limits of said City, such payment to be made to the City monthly for the preceding monthly period.

If and when retail wheeling becomes an option, this ordinance may be opened so that a franchise tax may be collected on such electric energy that is being wheeled through Midwest Energy's local distribution system in the city limits of PAWNEE ROCK, Kansas. The option to reopen this provision of Section 6 will not effect the other terms of this ordinance.

The City shall have access to and the right to examine, at all reasonable times, all books, receipts, files, records and documents of Company necessary to verify the correctness of said payments.

Notwithstanding anything to the contrary in this franchise, the fee provided for in this Section 6 shall not become effective within any area annexed by the City until 30 days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law, and a map of the city detailing the annexed area.

Section 7. Without affecting the other terms of this Ordinance, as further consideration for the rights and privileges hereby granted Company and subject to any restrictions placed on Company by regulatory authorities having jurisdiction over Company, Company agrees that the City will have the option to open the provision of Section 6 relating to the percentage applied to gross receipts derived from applicable electric sales. Six (6) months prior to the end of each 5-year period that this Ordinance is in existence, the Company and the City may renegotiate the percentage to be paid to the City during the succeeding 5-year period. If the Company and the City cannot reach a mutual agreement on said percentage during such 6-month period, this Ordinance shall become null and void.

Section 8. That the Company, its successors and assigns, in the construction, maintenance and operation of its electric transmission, distribution and street lighting system, under the rights and privileges herein granted, shall exercise all reasonable and proper precaution to avoid damage or injury to persons or property, and shall hold and save harmless the City of PAWNEE ROCK, Kansas, from any and all damage, injury and expense caused by the negligence of said Company, its successors and assigns, or its or their agents or servants.

Section 9. It is further provided that should any section or sections of this Ordinance be held null and void, or void or illegal by any court having jurisdiction in a proper action, such decision by such court shall not affect any other part of this Ordinance not passed upon by such court.

Section 10. That all ordinances or parts of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed.

Section 11. This franchise is granted pursuant to the provisions of Article 20, Chapter 12, Kansas Statutes Annotated.

Section 12. The ordinance shall take effect and be in force from and after its passage and publication in the Great Bend Tribune, the official city newspaper.

FINAL ADOPTION AND PASSAGE by the Governing Body of the City of PAWNEE ROCK, Kansas, this 2nd day of June, 2025.

Paul Umble  
Paul Umble, Mayor

ATTEST:

Chris Mead  
Chris Mead, City Clerk

(SEAL)

Patrick Parke  
Patrick Parke CEO, Midwest Energy, Inc.

ATTEST:

Schamra Detherage  
Schamra Detherage, Assistant Secretary, Midwest Energy, Inc.

(SEAL)

Public Notices

Legals-2

(First published in the Great Bend Tribune, May 31, 2025) -3t

IN THE DISTRICT COURT OF SMITH COUNTY, KANSAS

In the Matter of the Estate of )  
Lawrence G. Conrad, )  
Deceased. )

Case No. SM-2025-PR-000012

NOTICE OF HEARING

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:  
You are hereby notified that a Petition has been filed in this Court by MARJORIE A. CONRAD, an heir of LAWRENCE G. CONRAD, deceased, praying that descent be determined of the following described real estate situated in Barton County, Kansas, to wit:  
**The West 49 feet of Lot Three (3) and the East 10.3 feet of Lot Four (4), in Block Four (4), in the EDGE PARK ADDITION to the City of Great Bend, Barton County, Kansas, according to the recorded Plat thereof;**  
and all personal property and all other Kansas real estate owned by decedent at the time of decedent's death; and that such property and all personal property and Kansas real estate owned by the decedent at the time of his death be assigned pursuant to the laws of intestate succession.  
You are required to file your written defenses thereto on or before **JUNE 26, 2025, at 3:00 p.m.** in the District Court of Smith County, Kansas, 218 S. Grant St., Smith Center, Kansas, 66967, at which time and place the cause will be heard. Should you fail therein, judgment and decree will be entered in due course upon the Petition.

MARJORIE A. CONRAD, Petitioner  
  
/s/ Kyle C. Allen  
KYLE C. ALLEN, #27734  
Allen & McDowell Law, LLC  
113 N. Main Street  
Smith Center, Kansas 66967  
Tel: 785.282.6688  
Fax: 785.686.5067  
kyle@allennmcdowell.com

(First published in the Great Bend Tribune May 31, 2025)-3t

IN THE DISTRICT COURT OF BARTON COUNTY, KANSAS

NATIONSTAR MORTGAGE LLC PLAINTIFF

vs.

MADISON GRANDCLAIR, et al. DEFENDANTS

Case No. BT-2024-CV-000123  
Div. No.  
K.S.A. 60  
TITLE TO REAL ESTATE INVOLVED

NOTICE OF SUIT

The State of Kansas to: MADISON L. GRANDCLAIR; UNKNOWN SPOUSE OF MADISON GRANDCLAIR

and the unknown heirs, executors, administrators, devisees, trustees, creditors, and assigns of such of the defendants as may be deceased; the unknown spouses of the defendants; the unknown officers, successors, trustees, creditors and assigns of such defendants as are existing, dissolved or dormant corporations; the unknown guardians and trustees of such of the defendants as are minors or are in anywise under legal disability; and all other persons who are or may be concerned:

You are hereby notified that a petition has been filed in the District Court of Barton County, Kansas, by Nationstar Mortgage LLC, for judgment in the sum of \$75,100.00, plus interest, costs and other relief; judgment that plaintiff's lien is a first lien on the said real property and sale of said property to satisfy the indebtedness, said property described as follows, to wit:

LOT THREE (3), IN BLOCK SEVEN (7), OF WELLES ADDITION TO THE CITY OF GREAT BEND, BARTON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF. Commonly known as 1815 Madison Street, Great Bend, Kansas 67530

and you are hereby required to plead to said petition in said Court at Great Bend, Kansas on or before the 11th day of July, 2025.

Should you fail therein judgment and decree will be entered in due course upon said petition.  
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

LOGS LEGAL GROUP LLP  
Attorneys for Plaintiff  
6811 Shawnee Mission Parkway - Suite 309  
Overland Park, KS 66202  
(913) 831-3000  
Fax No. (913) 831-3320  
Our File No. 24-014275

When it's time to deliver....

The Classifieds Rock!

Public Notices

Legals-1

(First published in the Great Bend Tribune on May 31, 2025)3t

(First Published in the Great Bend Tribune, Saturday, May 31, 2025 - 3times)

Rodney K. Lyons  
Attorney-at-Law  
108 E. Third  
St. John, KS 67576  
620-549-3288  
S.C. #07483

IN THE DISTRICT COURT OF STAFFORD COUNTY, KANSAS

(Filed Pursuant to K.S.A. Chapter 59)

IN THE MATTER OF THE ESTATE OF )  
VIVAH JANE EARLES, Deceased )  
  
Case No. 2019-PR-000047

NOTICE OF HEARING

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:  
You are hereby notified a Petition has been filed in this Court by Marilyn Sue Boewe, duly appointed, qualified and acting Administrator of the Estate of Vivah Jane Earles, deceased, praying Petitioner's acts be approved; account be settled and allowed; the heirs be determined; the Will be construed and the Estate be assigned to the persons entitled thereto; costs be determined and ordered paid; the administration of the Estate be closed; upon the filing of receipts the Petitioner be finally discharged as Administrator of the Estate of Vivah Jane Earles, deceased, and the Petitioner be released from further liability.  
You are hereby required to file your written defenses thereto on or before June 26, 2025, at 10:00 o'clock a.m. in the District Court, Stafford County Courthouse, St. John, Kansas, at which time and place the cause will be heard. Should you fail therein, judgment and decree will be entered in due course upon the Petition.

/s/ Marilyn Sue Boewe  
/s/ Rodney K. Lyons  
Rodney K. Lyons  
Attorney for Petitioner  
\*\*\*\*\*

clAssified

MONEY MOVES!

GREAT BEND TRIBUNE

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GREAT BEND Tribune

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The Classifieds Work Like

MAGIC

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GREAT BEND Tribune

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