

PUBLIC NOTICES: YOUR RIGHT TO KNOW

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(Published in the Montgomery County Chronicle on Thursday, April 2, 2026)

CITY OF TYRO, KAN. ORDINANCE NO. 185

AN ORDINANCE GRANTING A FRANCHISE BY THE CITY OF TYRO, COUNTY OF MONTGOMERY, KANSAS TO ATMOS ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO FURNISH, SELL AND DISTRIBUTE GAS TO THE CITY AND TO ALL PERSONS, BUSINESSES AND INDUSTRIES WITHIN THE CITY AND THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH SAID CITY ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL AND DISTRIBUTE GAS TO THE CITY AND TO ALL PERSONS, BUSINESSES AND INDUSTRIES WITHIN THE CITY AND IN THE TERRITORY ADJACENT THERETO AND THE RIGHT TO MAKE REASONABLE USE OF ALL STREETS AND OTHER PUBLIC PLACES AS MAY BE NECESSARY, AND FIXING THE TERMS AND CONDITIONS THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TYRO, MONTGOMERY COUNTY, KANSAS:

ARTICLE I Definitions

For the purpose of this franchise, the following words and phrases shall have the meaning given in this Article. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this Article shall be given their common and ordinary meaning.

- 1.1 "Governing Body"** refers to and is the governing body of the City of Tyro.
- 1.2 "Company"** refers to and is Atmos Energy Corporation and its successors and assigns.
- 1.3 "Distribution Facilities"** refer to and are only those facilities reasonably necessary to provide gas within the City.
- 1.4 "Facilities"** refer to and are all facilities reasonably necessary to provide gas into, within and through the City and include plants, works, systems, lines, equipment, pipes, mains, underground links, gas compressors and meters.
- 1.5 "Gas"** or **"Natural Gas"** refers to and is such gaseous fuels as natural, artificial, synthetic, natural, liquefied petroleum, manufactured or any mixture thereof.
- 1.6 "Kansas Corporation Commission"** and/or **"KCC"** refer to and is the State Corporation Commission of the State of Kansas or other authority succeeding to the regulatory powers of the KCC.
- 1.7 "Revenues"** refer to and are those amounts of money which the Company receives from its customers within the City for the sale of gas under rates, temporary or permanent, authorized by the KCC and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments.
- 1.8 "Streets and Other Public Places"** refer to and are streets, alleys, viaducts, bridges, roads, lanes, easements, public ways and other public places in said City.
- 1.9 "City"** refers to and is the City of Tyro, Montgomery County, Kansas, and includes the territory as currently is or may in the future be included within the boundaries of the City of Tyro.

ARTICLE II Grant of Franchise

2.1 Grant of Franchise. The City hereby grants to the Company, for the period specified and subject to the conditions, terms and provisions contained in this Ordinance, the right to furnish, sell and distribute gas to tile City and to all persons, businesses and industries within the City, the right to acquire, construct, install, locate, maintain, operate and extend into, within and through the City all facilities reasonably necessary to provide gas to the City and to all persons, businesses and industries within the City and in the territory adjacent thereto; and carry out the terms of the ordinance.

2.2 Term of Franchise. The term of this franchise shall be for a period of five (5) years from the date of its final passage and approval; provided, this franchise and all rights and privileges herein provided shall be extended for three (3) successive periods of five (5) years, for a total of not more than twenty (20) years, unless the City by notice given to the Company and by Ordinance duly enacted and approved at least ninety (90) days before the end of each such term of five (5) years, shall declare such termination effective.

ARTICLE III Franchise Fee

3.1 Franchise Fee. In consideration for the grant of this franchise, the Company shall collect and remit to the City a sum equal to live percent (5%) of the revenues derived annually from the sale of gas within the City. The Franchisee fee prescribed herein shall be paid to the City quarterly on or before the 30th day after the end of each calendar quarter after the effective date of the franchise. Payments at the beginning and end of the franchise shall be prorated.

3.2 Franchise Fee Payment in Lieu of Other Fees. The payments and compensation herein provided shall be in lieu of all other licenses, taxes, charges and fees, except that the usual general property taxes and special ad valorem property assessments, sales, and excise taxes or charges made for privileges, which are not connected with the natural gas business, will be imposed on the Company and are not covered by the payments herein. From and after the date hereof, however, the permit fees required of the Company by any ordinance presently in effect or hereafter adopted for a permit to excavate in or adjacent to any street, alley, or other public piece shall be deemed a part of the compensation paid in Section 2 and shall not be separately assessed or collected by the City; in no event however, shall this provision be interpreted to waive the requirement of notice to the City and the procedural requirements of such ordinance.

ARTICLE IV Conduct of Business

4.1 Conduct of Business. The Company may establish, from time to time, such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Company to exercise its rights and perform its obligation under this franchise; provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the laws of the state of Kansas.

4.2 Tariffs on File. The Company shall keep on file in its nearest office copies of all its tariffs currently in effect and on file with the KCC. Said tariffs shall be available for inspection by the public.

4.3 Compliance with KCC Regulations. The Company shall comply with all rules and regulations adopted by the KCC.

4.4 Compliance with Company Tariffs. The Company shall furnish gas within the City to the City and to all persons, businesses and industries within the City at the rates and under the terms and conditions set forth in its tariffs on file with the KCC.

4.5 Applicability of Company Tariffs. The City and the Company recognize that the lawful provisions of the Company's tariffs on file and in effect with the KCC are controlling over any inconsistent provision in this franchise dealing with the same subject matter.

ARTICLE V Construction, Installation & Operation of Company Facilities

5.1 Location of Facilities. Company facilities shall not interfere with the City's water mains, sewer mains or other municipal use of streets and other public places. Company facilities shall be located so as to cause minimum interference with public use of streets and other public places and shall be maintained in good repair and condition. The Governing Body acknowledges that as of the date of this Ordinance the Company and its facilities are in compliance with the provisions of this Section 5.1.

5.2 Excavation and Construction. All construction, excavation, mainte-

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CITY OF COFFEYVILLE ADVERTISEMENT FOR BIDS

Sealed bids for the Brown Street Sanitary Sewer Renovation project for the City of Coffeyville, Kansas will be received until 10:00 a.m., Tuesday, April 21, 2026, at City Hall, 102 W. 7th Street, Coffeyville, KS 67337. Bids will be opened publicly.

The project includes rehabilitation of existing sewer infrastructure, including approximately 3,877 LF of CIPP lining, 377 LF of pipe bursting, point repairs, lateral reconnections, replacement of 14 manhole frames and covers, and rehabilitation of 14 manholes. Bids shall be submitted on a lump sum and unit price basis.

Plans and specifications are available at www.amce.com under Plan Room, Project No. 10095147.

Digital copies are \$30. Hard copies are \$75 per set from Allgeier, Martin and Associates, Inc., 7231 E 24th Street, Joplin, MO.

Bidders are responsible for checking the Plan Room for addenda. Bids from non-registered planholders may be rejected.

A bid security of 5% is required. No bid may be withdrawn for 90 days.

The City reserves the right to reject any or all bids and waive informalities.

Questions may be directed to John Briggs, P.E., Allgeier, Martin & Associates, (417) 680-7200.

Dated: March 301112, 026
City of Coffeyville, Kansas

nance and repair work done by the Company shall be done in a timely and expeditious manner that minimizes the inconvenience to the public and individuals. All such construction, excavation, maintenance and repair work done by the Company shall comply with all applicable state and federal codes. All public and private property whose use conforms to restrictions in easements disturbed by Company construction or excavation activities shall be restored as soon as practicable by the Company at its expense to substantially its former condition. The Company shall comply with the City's requests for reasonable and prompt action to remedy all damage to private property adjacent to streets or dedicated easements where the Company is performing property and remedy damages caused by company activities at the expense of the company in the event the Company fails to perform such work within a reasonable time after notice from the City.

5.3 Relocation of Company Facilities. If at any time the City requests the Company to relocate any distribution gas main or service connection installed or maintained in streets or other public places in order to permit the City to change street grades, pavements, sewers, water mains or other City works, such relocation shall be made by the Company at its expense.

The Company is not obligated hereunder to relocate any facilities at its expense that were installed in private easements obtained by the Company, the underlying fee of which was, at some point, subsequent to installation, transferred to the City. Following relocation, the Company, at its expense, shall restore all property to substantially its former condition.

5.4 Service to New Areas. If during the term of this franchise the boundaries of the City are expanded, the Company may, subject to the terms of the Company's applicable tariff provisions for main extensions, extend service to the newly incorporated areas. Service to annexed areas shall be in accordance with the terms of this franchise agreement. The City will promptly notify Company in writing of any geographic areas annexed by the City during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Company by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Company may reasonably require in ascertaining whether there exist any customers of Company receiving natural gas service in said annexed area. To the extent there are such Company customers therein, then the gross revenues of Company derived from the sale and distribution of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of Company's billing cycle immediately following Company's receipt of the Annexation Notice.

The failure by the City to advise Company in writing through proper Annexation Notice of any geographic areas which are annexed by the City shall relieve Company from any obligation to remit any franchise fees to City based upon gross revenues derived by Company from the sale and distribution of natural gas to customers within the annexed area until City delivers an Annexation Notice to Company in accordance with the terms hereof.

5.5 Restoration of Service. In the event the Company's gas system, or any part thereof, is partially or wholly destroyed or incapacitated, the Company shall use due diligence to restore its system to satisfactory service within the shortest practicable time.

5.6 Supply and Quality of Service. The Company shall make available an adequate supply of gas to provide service in the City. The Company's facilities shall be of sufficient quality, durability and redundancy to provide adequate and efficient gas service to the City.

5.7 Safety Regulations by the City. The City reserves the right to adopt from time to time, reasonable regulations in the exercise of its police power which are necessary to ensure the health, safety and welfare of the public, provided that such regulations are not destructive of the rights granted herein. The Company agrees to comply with all such regulations, in the construction, maintenance and operation of its facilities and in the provision of gas within the City.

5.8 Inspection, Audit and Quality Control. The City shall have the right to inspect, at all reasonable times, any portion of the Company's system used to serve the City and its residents. The City also shall have the right to inspect and conduct an audit of Company records relevant to compliance with any terms of this Ordinance at all reasonable times at Company's principal offices where said records are kept and maintained. The Company agrees to cooperate with the City in conducting the inspection and/or audit and to correct any discrepancies affecting the City's interest in a prompt and efficient manner.

ARTICLE VI Assignment: Saving Clause

6.1 Assignment. Nothing in this Ordinance shall prevent the Company from assigning its rights under this franchise.

6.2 Saving Clause. If any portion of this franchise Ordinance is declared illegal or void by a court or competent jurisdiction, the remainder of the Ordinance shall survive and not be affected thereby.

ARTICLE VII Force Majeure

7.1 Company shall not be required to perform any covenant or obligation in this Ordinance, or to be liable in damages to City, so long as the performance or non-performance or the covenant or obligation is delayed, caused or prevented by an act of God, force majeure or by the other party. An "act of God" or "force majeure" is defined for purposes of this Ordinance as strikes, lockouts, sit-downs, materials or labor restrictions by any governmental authority unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet ground or inclement weather which prevents construction), acts of the public enemy, wars, terrorism, insurrections, and/or other cause not reasonably within the control of Company or which by the exercise of due diligence Company is unable wholly or in part, to prevent or overcome.

Read and passed by the Governing body of the City of Tyro, Kansas, at a regular meeting on the 23rd day of March, 2026.

**Rick Wilson, mayor
City of Tyro, Kan.**

ATTEST: Janie Blakemore, city clerk

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CITY OF COFFEYVILLE RESOLUTION NO. R-26-35

A RESOLUTION FINDING THE STRUCTURE DESCRIBED HEREIN TO BE UNSAFE, DILAPIDATED, AND DANGEROUS, AND DIRECTING SUCH STRUCTURE TO BE REPAIRED OR REMOVED, AND THE PREMISES MADE SAFE AND SECURE, AS SET OUT IN THE BODY OF THIS RESOLUTION.

WHEREAS, on January 27, 2026, the Governing Body of the City of Coffeyville, Kansas adopted Resolution No. R-26-08, thereby setting a time for the owner, the owner's agent, any lienholders of record, and any occupant of the structure described therein, to appear and show cause why such structure should not be condemned and ordered repaired or demolished; and

WHEREAS, notice of the hearing was mailed to the parties entitled to receive notice, and published in the newspaper, in conformity with the law; and

WHEREAS, a public hearing was conducted and the Governing Body heard statements and received evidence regarding the structure; and

WHEREAS, after being advised in the premises, the Governing Body finds that following-described structure is unsafe and dangerous, to-wit:

Property Address:

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PUBLIC HEARING NOTICE COMMUNITY IMPROVEMENT APPLICATIONS

The City of Coffeyville will hold a public hearing on Tuesday, April 14, 2026, at 6:30 p.m. in the Commission Room at 102 W 7th Street, Coffeyville, Kansas. The purpose of the hearing is to consider an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Water and Sewer Infrastructure category.

The project to be discussed is the McFarland Trade School Sewer Line Replacement Project. The project will replace approximately 2,020 linear feet of failing 8-inch sanitary sewer main located in and around the trade school area. The existing line has experienced deterioration and failure, creating risk to nearby residential properties and the school facility.

The proposed project will use open trench construction to replace the existing sewer main. Work will include installation of new PVC sewer pipe, new precast concrete manholes, reconnection of existing service laterals, replacement of service lines where needed, and pavement and surface restoration.

The total estimated project cost is \$702,533. The City of Coffeyville will estimate \$213,000 in local matching funds and will request \$489,533 in CDBG funding.

Other project proposals introduced at the hearing will also be considered. Oral and written comments will be recorded and will become part of the City of Coffeyville CDBG Citizen Participation Plan. Reasonable accommodations will be made available to persons with disabilities. Requests should be submitted to Melissa Carter, City Clerk, by Friday, April 10, 2026.

129 West 9th Street
Coffeyville, Kansas 67337

Legal Description:

Lot 8, Block 62, Original City of Coffeyville, Montgomery County, Kansas; and WHEREAS, the property appears to have been neglected and abandoned, for several years.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, KANSAS that the owner of the above-described property shall have until April 23, 2026, which is determined to be a reasonable time in accordance with K.S.A. 12-1753, to commence rehabilitation or demolition of the structure, and make the premises safe and secure.

BE IT FURTHER RESOLVED that if the owner fails to commence rehabilitation or demolition of said structure within the time stated, or fails to diligently prosecute the same until the work is completed, the City Commission does hereby authorize and direct city administration to cause the structure to be repaired and rehabilitated, or razed and removed if repairing/rehabilitating is economically unfeasible, in accordance with K.S.A. 12-1753.

BE IT FURTHER RESOLVED that city administration shall keep an account of the cost of such work shall give notice to the owner of such structure, by restricted mail, of the total cost incurred by the city in repairing/rehabilitating or removing such structure, and making the premises safe and secure, and the cost of providing notice. Such notice also shall state that payment of such cost is due and payable within 30 days following receipt of such notice. If the cost is not paid within the 30-day period, and if there is no salvageable material or if moneys received from the sale of salvage are insufficient to pay the cost of such work, the balance shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, or shall be assessed as a special assessment against the lot or parcel of land on which the structure is located and the city clerk at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the county clerk shall extend the same on the tax rolls of the county against such lot or parcel of land. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1-1115, and amendments thereto, but only until the full cost and any applicable interest has been paid in full.

ADOPTED THIS 24th day of March, 2026.

James R. Falkner, Mayor

Attest: Melissa Carter, City Clerk

Approved: Paul Kritz, City Attorney

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IN THE DISTRICT COURT OF MONTGOMERY COUNTY, KANSAS SITTING AT COFFEYVILLE

IN THE MATTER OF THE ESTATE OF ALICE MAE MAGGARD, DECEASED
Case No. MGC-2026-PR-10

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 Robert Ray Maggard, requesting that descent be determined to the following described real property located in Montgomery County, Kansas, to-wit:

Beginning at the Northeast corner of the NW/4 of the NW/4 of Section 9, Township 35 South, Range 17 East, thence West 30 feet, then South 488 feet, thence East 30 feet, thence North 488 feet to the Point of Beginning, containing approximately 34/100ths acre; and the North 282 feet of the South 882 feet of the W/2 of the NE/4 of the NW/4 of Section 9, Township 35 South, Range 17 East.

You are required to file your written defenses thereto on or before the 21st day of April, 2026, at 9:00 a.m., in the District Court of Montgomery County, 3rd Floor City Hall Building, 102 W. 7th, Coffeyville, Kansas, at which time and place said cause will be heard. Should you fail therein, judgment and decree will be entered in due course upon the Petition.

Robert Ray Maggard, Petitioner

HALL, LEVY, DeVORE, BELL, OTT & KRITZ, P.A.

815 Union - P. O. Box 9

Coffeyville, KS 67337

(620) 251-1300

Attorneys for Petitioner

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IN THE DISTRICT COURT OF MONTGOMERY COUNTY, KAN., CIVIL DEPARTMENT

Bank of America, N.A. (Plaintiff)

vs.

David E. Sprague; Lorrie A. Sprague; Unknown Spouse, if any, of David E. Sprague; John Doe (Tenant/Occupant); Mary Doe (Tenant/Occupant). (Defendants)

Case No. MGI-2025-CV-000048

Court Number:

Pursuant to K.S.A. Chapter 60

NOTICE OF SALE

Under and by virtue of an Order of Sale issued to me by the Clerk of the District Court of Montgomery County, Kansas, the undersigned Sheriff of Montgomery County, Kansas, will offer for sale at public auction and sell to the highest bidder for cash in hand, at the South door of the Judicial Center of the Courthouse at Independence Montgomery County, Kansas, on April 16, 2026, at 2:00 PM, the following real estate:

Lots 6 & 7, Block 9, Highland Addition to the City of Caney, Montgomery County, Kansas, commonly known as 301 N Vine St, Caney, KS 67333 (the "Property")

to satisfy the judgment in the above-entitled case. The sale is to be made without appraisal and subject to the redemption period as provided by law, and further subject to the approval of the Court. For more information, visit www.Southlaw.com.

**Ron Wade, Sheriff
Montgomery County, Kansas**

Prepared By:

SouthLaw, P.C.

Linda Tarpley (KS #22357)

13160 Foster, Suite 100

Overland Park, KS 66213-2660

(913) 663-7600

(913) 663-7899 (Fax)

Attorneys for Plaintiff

(252801)

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