

PUBLIC NOTICES

Published in The Wabaunsee
County Signal-Enterprise,
Thursday, June 19, 2025.

An Ordinance, granting to Evergy Kansas Central, 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 hereof.

BE IT ORDAINED BY THE
GOVERNING BODY OF
HARVEYVILLE, KANSAS

SECTION 1. That in consideration of the benefits to be derived by the City of Harveyville, Kansas (the “City”), and its inhabitants, there is hereby granted to Evergy Kansas Central, Inc., a Kansas corporation, hereinafter sometimes designated as “Company,” said Company being a corporation engaged in the business of selling and furnishing electric power throughout the state of Kansas and to the inhabitants of the City, the right, privilege, and authority for a period of twenty (20) years from the effective date of this ordinance, to occupy and use the several streets, avenues, alleys,

bridges, parks, parkings, and public places of said City, for the placing and maintaining of equipment and property necessary to carry on the business of selling and distributing electricity for all purposes to the City, and its inhabitants, and through said City and beyond the limits thereof, to obtain said electricity from any source available; and to do all things necessary or proper to carry on said business in the City.

SECTION 2. As further consideration for the granting of this franchise, and in lieu of any city occupation, license, or revenue taxes, the Company shall pay to the City during the term of this franchise five percent (5%) of its gross cash receipts from the sale of electric energy for use within the corporate limits of said City, such payment to be made monthly for the preceding monthly period. Gross cash receipts shall not include other operating revenues received by the Company, which are not related to the “sale of electric energy.” Other operating revenues include, but are not limited to, delayed payment charges, connection fees, disconnection and reconnection fees, collection fees and return

check charges. Company will use commercially reasonable efforts to ensure the accuracy of the records and of the determination of the amount of gross cash receipts subject to the fee provided for in this Section 2. At the option of either the City or the Company and upon written notice given by one to the other sent at least (90) days before the fifth, tenth, or fifteenth anniversary of this franchise, the rate of compensation hereunder may be renegotiated. Any new rate of compensation that results from such renegotiation shall be effective on and after the fifth, tenth, or fifteenth anniversary of this franchise. Notwithstanding anything to the contrary in this Franchise, the fee provided for in this Section 2 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 3. That Company, its successors and assigns, in the construction, maintenance, and operation of its electric transmission, distribution and street lighting system, shall use all reasonable and proper precaution to avoid damage or injury to persons and property, and shall

hold and save harmless the City, 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 4. After the approval of this ordinance by the City, Company shall file with the City Clerk, the Company’s unconditional written acceptance of this ordinance. Said ordinance shall become effective and be in force and shall be and become a binding contract between the parties hereto, their successors and assigns, from and after the first day of the first month after such acceptance is provided by said Company to the City after its final passage, approval and publication as required by law, and acceptance by said Company.

SECTION 5. That this ordinance, when accepted as above provided, shall constitute the entire agreement between the City and Company relating to this franchise and the same shall supersede and cancel any prior understandings, agreements, or representations regarding the subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written.

SECTION 6. This franchise is granted pursuant to the provisions of K.S.A. 12-2001.

SECTION 7. That any and all ordinances or parts of ordinances in conflict with the terms hereof are hereby repealed.

SECTION 8. The Company will file this ordinance with the State Corporation Commission of Kansas. Should the State Corporation Commission take any action with respect to this franchise ordinance, which would or may preclude Evergy Kansas Central, Inc., a Kansas corporation, from recovering from its customers any cost provided to hereunder, the parties hereto shall renegotiate this ordinance in accordance with the State Corporation Commission’s ruling.

SECTION 9. A franchise shall be assignable only in accordance with the laws of the State of Kansas, as the same may exist at the time when any assignment is made. In the event of such assignment to a successor, Company shall be released from all obligations which are assumed in writing by its assignee upon the signing by such assignee of an assumption of the franchise being assigned.

PASSED and APPROVED this
2nd day of June, 2025.

Dustin Kuntz, Mayor
Attest:
Chris Tenbrink, City Clerk

First published in
The Wabaunsee County
Signal-Enterprise,
Thursday, June 12, 2025;
subsequently published on
Thursday, June 19, 2025;
and Thursday, June 26, 2025.

IN THE DISTRICT COURT
OF WABAUNSEE COUNTY,
KANSAS

Case No: **WB-2025-PR-000022**

In the Matter of the Estate of
JOSEPH L. HOLENBECK,
Deceased.

NOTICE TO CREDITORS
TO ALL PERSONS
CONCERNED:

You are hereby notified that on May 30, 2025, a Petition for Probate of Will and Issuance of Letters Testamentary was filed in this Court by Helen M. Holenbeck, heir, devisee and legatee, and as Executrix named in the “Last Will and Testament of Joseph L. Holenbeck”, deceased.

All creditors of the decedent are notified to exhibit their demands against the Estate within the latter of four months from the date of the first publication of notice under K.S.A 59-2236 and amendments thereto, or if the identity of the creditor is known or reasonably ascertainable, 30 days after actual notice was given as provided by law, and if their demands are not thus exhibited, they shall be forever barred.

Helen M. Holenbeck,
Petitioner

John S. Waugh #18465
P.O. Box 278
Eskridge, Kansas 66423
Telephone (785) 449-2452
E-Mail: john@waughlaw.org
Attorney for Petitioner

Deadline Is 2:00
p.m. Mondays

Published in The Wabaunsee County Signal-Enterprise,
Alma, Kansas, Thursday, June 19, 2025.

District Court Costilla County, Colorado
Court Address: 304 Main Street, San Luis, CO 81152

Case Number: **2024JV030011**

PEOPLE OF THE STATE OF COLORADO

In the Interest of: Minor Children
S. B. S.,

And Concerning:
L. S.,
Respondent Mother,
MANUAL JOSEPH MARTINEZ II,
ENRIQUE ENZO MARTINEZ, RICHARD NICOLAS SCANGA,
CARLOS ANTONIO RODRIGUEZ, JOHN DOE,
Respondent Father.

Rebecca Rian, Esq.
Special County Attorney for the
Costilla County Department of Social Services
P.O. Box 1535, Alamosa, CO 81101
Telephone: 719.850.2151 Email: rebecca@rianlaw.com

SUMMONS

TO: **MANUAL JOSEPH MARTINEZ II,**
ENRIQUE ENZO MARTINEZ, RICHARD NICOLAS SCANGA,
CARLOS ANTONIO RODRIGUEZ, JOHN DOE:

You are hereby notified that a Verified Petition in Dependency and Neglect of the above-named Child has been filed in the above-named Court in which it is represented to the Court that the Child is dependent or neglected for the reasons set forth more fully in said Petition, the original of which is on file in the above Court, and copies of which will be made available to you upon request during normal business hours at the office of the Clerk of the District Court in Costilla County, Colorado.

DATE: June 24, 2025
TIME: 10:00 a.m.
LOCATION: Costilla County Combined Court, at 304 Main Street;
San Luis, CO 81152. You should attend in person or by calling 720-650-7664 then entering meeting number 927 174 122#.

You are further notified that TERMINATION OF THE PARENT-CHILD LEGAL RELATIONSHIP IS A POSSIBLE REMEDY AVAILABLE IF THIS PETITION ALLEGING THAT THE CHILD IS DEPENDENT OR NEGLECTED IS SUSTAINED. A SEPARATE HEARING MUST BE HELD BEFORE SUCH TERMINATION IS ORDERED. TERMINATION OF THE PARENT-CHILD RELATIONSHIP MEANS THAT THE CHILD WHO IS SUBJECT TO THIS PETITION WOULD BE ELIGIBLE FOR ADOPTION.

Pursuant to Rule 4.1 of the Colorado Rules of Juvenile Procedure, a responsive pleading is not required, although you may file one, if you so desire. Nor is it necessary for you to deny any allegations of the Petition, except jurisdictional matters of age and residence of the child, which shall be deemed admitted unless specifically denied.

You are further informed that if you choose to appear at the hearing at the time and place hereinabove stated, you shall be fully advised by the Court of your constitutional and legal rights pursuant to C.R.S. §19-3-202, as amended. You may demand a trial by jury of not more than six. Unless a jury is demanded, it shall be deemed to be waived. You have the right to be represented by counsel at every stage of the proceedings. If you request representation by an attorney and you are found to be without financial means to afford an attorney, an attorney will be appointed for you by the Court.

You are further advised that, if the court finds that the allegations in the Petition are supported by the necessary standards of proof, the Court shall hold a dispositional hearing, but that in a proper case, providing prior notice thereof is given to you, and, you are now so advised, the dispositional hearing may be had co-extensively with the adjudicatory hearing.

If you fail to enter your appearance, or if you fail to deny jurisdictional matters, if any, as permitted by law, the above matter, and any other related matters that may come before the court will be decided without further notice to you.

Furthermore, you have the following additional rights.

1. The right to subpoena witnesses;
2. The right to know the nature of the allegations contained in the Petition;
3. Any admission on your part must be voluntary;
4. If you admit the allegations of the Petition, the court is not bound by any promises or representations made by anyone about the dispositional alternatives of the Court;
5. The Court may appoint an attorney as Guardian *ad Litem* to represent the interests of the child;
6. The right to present evidence;
7. The right to cross-examine witnesses;
8. The right to appeal;
9. In order for the Court to find the children to be neglected or dependent it must be proven to a judge or jury by the preponderance of evidence;
10. In order to terminate the parent-child legal relationship, the court would have to find at a separate hearing, by clear and convincing evidence, either of the following:
 - A. That the child has been adjudicated dependent and neglected and has been abandoned by her parent or parents.
 - B. That the child is adjudicated dependent or neglected and the Court has found by clear and convincing evidence that no appropriate treatment plan can be devised to address the unfitness of the parent or parents.
 - C. That the child is adjudicated dependent or neglected and all of the following exist:
 - I. That an appropriate treatment plan approved by the Court has not been reasonably complied with by the parent or parents or has not been successful;
 - II. That the parent is unfit;
 - III. That the conduct or condition of the parent or parents is unlikely to change within a reasonable amount of time.

BY:
/s/ Rebecca N. Rian
Rebecca N. Rian