

LEGAL NOTICES

(First published in the Western Kansas World Thursday, June 25, 2026)

ORDINANCE NO. 1471
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 WAKEENEY, KANSAS:

Section 1. That, in consideration of the benefits to be derived by the City of WAKEENEY, 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 WAKEENEY, 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 16th day of June, 2046.

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 WAKEENEY, 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 WAKEENEY, 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 WAKEENEY, 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. The Grantee will provide a drop box for payments to be located within the City Boundary of WAKEENEY, Kansas. Midwest Energy will review drop box utilization every 2 years to determine whether continued usage supports maintaining the service. If the annualized utilization drops below the level of 10% of all utility payments made to Grantee within the City Boundary of WAKEENEY, Kansas, the drop box service will be discontinued.

Section 10. 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 11. That all ordinances or parts of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed.

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

Section 13. 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 Western Kansas World, the official city newspaper.

FINAL ADOPTION AND PASSAGE by the Governing Body of the City of WA-

KEENEY, Kansas, this 16th day of June 2026.

Irene Dirks
Irene Dirks, Mayor
ATTEST:
Hardy Howard
Hardy Howard, City Clerk
(SEAL)
Patrick Parke
Patrick Parke CEO, Midwest Energy, Inc.
ATTEST:
Schamra Detherage
Schamra Detherage, Assistant Secretary, Midwest Energy, Inc.
(SEAL) June 25

(First published in the Western Kansas World Thursday, June 25, 2026)

ORDINANCE NO. 1472
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 WAKEENEY, KANSAS:

Section 1. That, in consideration of the benefits to be derived by the City of WAKEENEY, 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 WAKEENEY, 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 WAKEENEY, 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 16th day of June, 2046.

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, al-

leys 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 WAKEENEY, 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 4 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 WAKEENEY, 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. The Grantee will provide a drop box for payments to be located within the City Boundary of WAKEENEY, Kansas. Midwest Energy will review drop box utilization every 2 years to determine whether continued

usage supports maintaining the service. If the annualized utilization drops below the level of 10% of all utility payments made to Grantee within the City Boundary of WAKEENEY, Kansas, the drop box service will be discontinued.

Section 10. 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 11. That all ordinances or parts of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed.

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

Section 13. 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 Western Kansas World, the official city newspaper.

FINAL ADOPTION AND PASSAGE by the Governing Body of the City of WAKEENEY, Kansas, this 16th day of June 2026.

Irene Dirks
Irene Dirks - Mayor
ATTEST:
Hardy Howard
Hardy Howard – City Clerk
(SEAL)
Patrick Parke
Patrick Parke - CEO, Midwest Energy, Inc.
ATTEST:
Schamra Detherage
Schamra Detherage, Assistant Secretary, Midwest Energy, Inc.
(SEAL) June 25

**Continued on page 12*

SHOP
LOCAL
FIRST!

KNOW YOUR
ELECTED OFFICIALS

The following officials are locally-elected representatives for
WaKeeney City Council, Collyer City Council, USD #208 School Board, Trego County elected positions, and State & US officials

WAKEENEY CITY COUNCIL

WAKEENEY CITY COUNCIL MEETS THE 1ST & 3RD TUESDAYS OF EACH MONTH, 6:15 P.M. AT WAKEENEY CITY HALL - COUNCIL CHAMBERS
MEETINGS ARE ALSO LIVE STREAMED ON THE CITY OF WAKEENEY FACEBOOK PAGE

IRENE DIRKS MAYOR TERM TO 2028	BRENT DEINES COUNCIL MEMBER TERM TO 2030	CURTIS FLAX COUNCIL MEMBER TERM TO 2028
COURTNEY BERNING COUNCIL MEMBER TERM TO 2030	DAVID ANDERSON COUNCIL MEMBER TERM TO 2030	SHANE PFEIFER COUNCIL MEMBER TERM TO 2028

USD 208 BOARD OF EDUCATION

USD 208 BOE MEETS THE 2ND MONDAY OF EACH MONTH, 5:30 P.M. AT TREGO GRADE SCHOOL CONFERENCE ROOM

CLAYTON WILSON PRESIDENT TERM TO 2028	ERIC KINDERKNECHT BOARD MEMBER TERM TO 2028	BECKY WINDHOLZ BOARD MEMBER TERM TO 2028
SETH ALBERS VICE PRESIDENT TERM TO 2030		CAREY FOSE BOARD MEMBER TERM TO 2030
UNFILLED UNEXPIRED 2-YR TERM TERM TO 2028	ASHLEY CONNESS BOARD MEMBER TERM TO 2030	

COLLYER CITY

COLLYER CITY COUNCIL MEETS THE 1ST THURSDAY OF EACH MONTH, 7:30 P.M. AT THE CITY BUILDING

LARRY WALT MAYOR TERM TO 2028	ROBERT HARDMAN COUNCIL MEMBER TERM TO 2028	JENNIFER RICKER COUNCIL MEMBER TERM TO 2028
JEFF KNOP COUNCIL MEMBER TERM TO 2030	ADAM SCHNEIDER COUNCIL MEMBER TERM TO 2030	LANE KEITH COUNCIL MEMBER TERM TO 2030

TREGO COUNTY COMMISSION

TREGO COUNTY COMMISSION MEETS EVERY TUESDAY AND THE LAST DAY OF EACH MONTH, 5:00 P.M.
AT THE TREGO CO. COURTHOUSE - COMMISSION ROOM, WAKEENEY

KURTIS BROCK CHAIRMAN, DIST. 1 TERM TO 2027	JERRY WHITE COMMISSIONER, DIST. 2 TERM TO 2029	JARED HAGER COMMISSIONER, DIST. 3 TERM TO 2029
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TREGO COUNTY OFFICIALS

EDWARD PRITCHARD SHERIFF TERM TO 2029	LORI AUGUSTINE CLERK TERM TO 2029	RENEE NEFF TREASURER TERM TO 2029
ABRAHAM PFANNENSTIEL ATTORNEY TERM TO 2029	BRENDA BROCK REGISTER OF DEEDS TERM TO 2029	RICHARD HANKS DIST. MAGISTRATE JUDGE TERM TO 2027
	ADAM WILSON APPRAISER APOINTED	TIFFANY GILLESPIE CLERK OF DIST COURT APPOINTED

US SENATE	US HOUSE OF REP.
Voters in Trego Co.	TRACEY MANN US HOUSE, KS-1 DODGE CITY OFFICE: 620-682-7340
US House Kansas District 1 Senate District 40 House of Representatives District 118	KS HOUSE OF REP.
JERRY MORAN SENATOR HAYS: 785-628-6401	JIM MINNIX DIST. 118 REPRESENT. EMAIL: JIM.MINNIX@HOUSE.KS.GOV
DR. ROGER MARSHALL SENATOR SALINA: 785-829-9000	
KS SENATE	
RICK BILLINGER DIST. 40 EMAIL RICK.BILLINGER@SENATE.KS.GOV	