

**SECTION 8. REVOCATION AND TERMINATION.**

In case of failure on the part of the Company to comply with any of the provisions of this Franchise Ordinance, or if the Company should do or cause to be done any act or thing prohibited by or in violation of the terms of this Franchise Ordinance, the Company may be subject to forfeiture of all rights, privileges, and Franchise granted herein, and all such rights, privileges, and franchise hereunder be deemed ceased, terminated, null, and void, and this Franchise Ordinance shall be deemed revoked or terminated, provided that said revocation or termination shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Ordinance, it shall first serve a written notice upon Company, setting forth in detail the neglect or failure complained of, and the Company shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Franchise Ordinance. If at the end of such sixty (60) day period the City determines that the neglect or failure complained of has not been cured, the City shall take action to revoke and terminate this Franchise Ordinance by an affirmative vote of the governing body present at a public meeting and voting, setting out the grounds upon which this Franchise Ordinance is to be revoked and terminated; provided, to afford the Company due process, the Company shall first be provided reasonable notice of the date, time, and location of the governing body's consideration and shall have the right to address the governing body regarding such matter; and further provided, if the nature of the default is such that it cannot be reasonably cured within the above said sixty (60) day period, and the governing body believes the Company has in good faith timely commenced its cure and is diligently pursuing the completion of the same, the Company may, in the City's sole discretion, be given a reasonable additional period of time to complete its cure. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law. Upon any determination by the governing body to revoke and terminate this Franchise Ordinance, the Company shall have thirty (30) days to appeal such decision to the District Court where the City is located or in the District Court of Johnson County, Kansas. This Franchise Ordinance shall be deemed revoked and terminated at the end of this thirty (30) day period, unless the Company has instituted such an appeal. If the Company does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of the Company to comply with any of the provisions of this Franchise Ordinance or the doing or causing to be done by the Company of anything prohibited by or in violation of the terms of this Franchise Ordinance shall not be a ground for the revocation or termination thereof when such act or omission on the part of the Company is due to any cause or delay beyond the control of the Company or to bona fide legal proceedings.

**SECTION 9. RESERVATION OF RIGHTS.**

A. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, applicable Federal laws or regulations as the same may be amended, its home rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

B. In adopting and passing this Ordinance, neither the City's nor the Company's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By the City's adopting and passing this Franchise Ordinance and the Company's acceptance hereof as provided in Section 10, neither the City nor the Company waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or the Company may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

**SECTION 10. ACCEPTANCE OF TERMS.**

A. This Franchise Ordinance shall take effect and be in force from and after its passage, approval by the City, acceptance by the Company, and publication in the official City newspaper. The Company shall have sixty (60) days after the final passage and approval of this Franchise Ordinance to file with the City Clerk its written acceptance of the provisions, terms, and conditions of this Franchise Ordinance and when so accepted, this Franchise Ordinance and acceptance shall constitute a contract between the City and the Company and such contract shall be deemed effective on the date Company files its acceptance with the City.

B. This Franchise Ordinance, when accepted as provided above, (i) shall constitute the entire agreement between the City and the 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, (ii) shall be binding upon the parties, including their successors and assigns, and (iii) shall not be amended or further obligations imposed without mutual consent of the parties hereto.

**SECTION 11. REOPENER PROVISION.**

A. Upon written request of either the City or the Company, this Franchise may be reviewed once after five (5) years from the effective date of this Franchise Ordinance to review the Franchise Fee set forth in Section 3 above. Said request must be served upon the other party at least 120 days prior to the end of each period set forth above, and shall state specifically the amendment(s) to the Franchise Fee desired. The City and the Company shall negotiate in good faith in an effort to agree upon a mutually satisfactory amendment of the Franchise.

B. Upon written request of the Company, the Franchise shall be reopened and renegotiated at any time upon a change in federal, state,

or local law, regulation, or order which materially affects any rights or obligations of the Company, including, but not limited to, the scope of the grant to the Company or the compensation to be paid to the City.

C. The Franchise Fee percentage rate set forth in Section 3 shall in no event exceed the percentage rate hereafter approved to calculate any fee paid to the City by any Entity for use of the Public Ways, if such fee is based in any way on the amount of revenues or gross receipts from the sale, transportation and/or distribution of natural gas or electric energy (excluding any municipally-owned electric utility) by such other Entity to customers within the City. If at any time after the Effective Date of this Franchise Ordinance, the fee or rate required to be paid by another Entity selling, transporting, and/or distributing natural gas or electric energy (excluding any municipally-owned electric utility) is less than the Franchise Fee percentage rate set forth in Section 3, then this Franchise shall become automatically subject to reopen upon notice by the Company for purposes of negotiation of a new lower Franchise Fee percentage rate.

**SECTION 12. NOTICE OF ANNEXATION.**

The City shall promptly notify the Company in writing (to include a map) of areas newly annexed into or deannexed from the corporate limits of the City, and the Company shall update its records for the purpose of payment of Franchise Fees as soon as reasonably practicable after receiving such notice. Notwithstanding anything to the contrary in this Franchise Ordinance, the Franchise Fees provided for in Section 3 shall not become effective within any area annexed by the City until the beginning of the monthly billing cycle which begins no more than sixty (60) days after the date that 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 13. RELEVANT LAW.**

This Franchise Ordinance is granted pursuant to the provisions of K.S.A. 12-2001 and amendments thereto. Any and all ordinances or parts of ordinances in conflict with the terms hereof are hereby repealed or considered as having no effect as of the first cycle of the monthly billing cycle as referenced in Section 3 of this Franchise Ordinance.

**SECTION 14. TRANSFER AND ASSIGNMENT.**

Company shall not have the right to assign, sell, lease, or otherwise transfer in any manner whatsoever to any third party not affiliated with Company the rights and privileges granted under this Franchise Ordinance except as hereinafter provided. Any assignment, sale, lease, or other transfer by the Company of the Franchise granted herein to any third party not affiliated with Company shall be ineffective and void unless:

(1) The proposed assignment, sale, lease, or transfer shall be in writing;

(2) The prospective assignee, buyer, lessee, or other transferee shall agree in writing to accept and become responsible for full performance of all conditions, covenants,

obligations, and liabilities contained in this Franchise Ordinance; and

(3) Such writing shall be submitted to the City Clerk of the City.

**SECTION 15. POINT OF CONTACT AND NOTICES.**

The Company shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Company in the event of an emergency. Company shall provide the City with said local contact's name, address, telephone number, fax number, and e-mail address. Emergency notice by either party to the other may be made by telephone to the City's designee as listed below. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail (return receipt requested), or via the email addresses provided below. Any notice served by U.S. Mail or Certified Mail (return receipt

<b>The City:</b>
The City of Girard Attn: City Clerk Heather Ryan 120 N Ozark St Girard, Kansas 66743-1321 Phone: 620-724-8918 Fax: Email: heather.r@girardkansas.gov
<b>Company:</b>
Kansas Gas Service, a Div. of ONE Gas, Inc. Attn: Legal Department 7421 W 129th Street Overland Park, KS 66213-2713 Phone: (913) 319-8619 Fax: N/A Email: kgsfranchises@onegas.com
<b>Emergency Contact Information:</b>
Emergency Designee: Natural Gas Emergency
Emergency Contact No.: 888-492-4950
Emergency Email: KGSDispatchOverlandPark@onegas.com

(or to replacement addresses that may be later designated in writing).

requested) shall be deemed delivered upon actual receipt unless otherwise provided. Other than emergencies, notices to the parties shall be to the following:

**SECTION 16. AGREEMENT TO RENEGOTIATE.**

Should the Kansas Corporation Commission take any action with respect to this Franchise Ordinance and any amendment thereto which precludes Company from recovering from its customers any costs or fees provided for hereunder, the parties hereto shall renegotiate this Franchise Ordinance in accordance with or to conform to the Commission's ruling.

PASSED, ADOPTED AND APPROVED this 20th day of April, 2026.

CITY OF GIRARD, KANSAS  
Signed by: Nick Cheney, Mayor  
Attested by: Heather Ryan, City Clerk

**NOTICE OF HEARING**

Published April 16, 23, 30, 2026.

IN THE DISTRICT COURT OF CRAWFORD COUNTY, KS  
IN THE MATTER OF THE ESTATE OF  
**JOHN BUCHE, DECEASED; and FRANCIS BUCHE, DECEASED; and FRANCIS A. BUCHE, DECEASED.**

**Case No. CRP-2026-PR-000033**

**NOTICE OF HEARING**

THE STATE OF KANSAS TO ALL PERSONS CONCERNED: You are notified that a Petition has been filed in this Court by Sandra S. Doff-Sotta, the owner of the subject real estate described below, requesting:

Descent be determined of the following described real estate situated in Crawford County, Kansas:

The South Twenty-Six (26) feet of Lot Number Eight (8) in Block Number Five (5) in Miller's Addition to Mulberry Grove, Crawford County, Kansas, according to the recorded Plat thereof.

and all personal property and other Kansas real estate owned by decedents at the time of death. And that such property and all personal property and other Kansas real estate owned by decedents at the time of death be assigned pursuant to the laws of intestate succession.

You are required to file your written defenses to the Petition on or before May 12, 2026, at 9:00 o'clock AM at the Crawford County Judicial Center, 602 North Locust, Pittsburg, Kansas, at which time and place the cause will be heard. Should you fail to file your written defenses, judgment and decree will be entered in due course upon the Petition.

Sandra S. Doff-Sotta, Petitioner.  
Timothy L. Fielder - #08649 Attorney at Law  
112 South Ozark  
PO Box 99  
Girard, KS 66743  
(620) 724-4214 Phone  
(620) 724-8679 Fax  
timfielder@ckt.net  
Attorney for Petitioner.

**NOTICE OF HEARING AND NOTICE TO CREDITORS**

Published April 16, 23, 30, 2026.

IN THE DISTRICT COURT OF CRAWFORD COUNTY, KS  
IN THE MATTER OF THE ESTATE OF  
**MACHELLE LYNN FONTENOT, DECEASED.**

**Case No. CRP-2026-PR-000032**

**NOTICE OF HEARING AND NOTICE TO CREDITORS**

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are notified that on April 6, 2026, a Petition was filed in this Court by Timothy L. Fielder for the purpose of clearing title to real estate and for the payment of creditors, requesting Timothy L. Fielder be appointed as Administrator and he be granted Letters of Administration.

You are required to file your written defenses to the Petition on or before May 12, 2026, at 9:00 o'clock AM at the Crawford County Judicial Center, 602 North Locust, Pittsburg, Kansas, at which

time and place the cause will be heard. Should you fail to file your written defenses, judgment and decree will be entered in due course upon the petition.

All creditors 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.

Timothy L. Fielder - #08649 Attorney at Law  
112 South Ozark  
PO Box 99  
Girard, KS 66743  
(620) 724-4214 Phone  
(620) 724-8679 Fax  
timfielder@ckt.net  
Petitioner.

**Heartland REC announces 12 Future Foundations scholarship recipients**

**BY TARA SOLOMON-SMITH**

►► Rural communities thrive when the next generation stays, grows, and leads. That's the belief behind Heartland Rural Electric Cooperative's Future Foundations Scholarship Program – and this year, 12 high school seniors living on Heartland's

lines are putting that belief into action.

Heartland REC is proud to announce the recipients of the 2026 Future Foundations Scholarships. Each recipient (three per Heartland director district) will receive \$1,000 to support their pursuit of high-need careers in nursing, education, skilled trades, and agriculture at Kansas institutions.

2026 Future Foundations Scholarship Recipients

**District 1**

- Garrett Conley – Agricultural Technology | Pleasanton High School
- Ashlan George – Nursing | Pleasanton High School
- Kimball Uphoff – Agricultural Engineering | Prairie View High School

**District 2**

- Emma Jean Kintzer – English Education | St. Paul High School
  - Bryson Peters – Lineman | Erie High School
  - Allison Weatherman – Pediatric Physical Therapist | Crest High School
- District 3**
- Timothy "Tater" Ames – Automotive

## Classifieds

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**NOW HIRING**

The City of McCune is hiring a **PT Treasurer** and a **PT Assistant Superintendent** as well as **Seasonal Help**. Applicants can apply in person at 609 Main St, McCune, KS.

For questions, call **620-632-4299**.

*Equal opportunity employer.*

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**620-423-6600**  
611 Main • Mindenmines, MO.

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Looking to Hire?  
Got a Rental available?*

*Announce your services and business!*

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Join us for  
**SPRING CLEAN UP**

**04.24.2026**  
8 AM - 4 PM

**04.25.2026**  
8 AM - 12 PM

✗ NO BATTERIES ✗ NO TIRES ✗ NO PAINT ✗ NO CHEMICALS

- Service Technician | Uniontown High School
- Seth Shadden – Automotive Service Technician | Uniontown High School
- Klara Stock – Elementary Education | Uniontown High School

**District 4**

- Joe Feagan – Electrician | Frontenac High School
- Kelyn Page – Elementary Education | Girard High School
- Raylelea Russell – Agricultural Education | Girard High School