

# The Wyandotte Echo

Volume XLII      24 Pages      THURSDAY, AUGUST 15, 2024      Price 25 Cents      Number 33

## 65K Property Owners of Wyandotte County Expected to Receive a Notice of Estimated Ad Valorem Taxes Within the Next 10 Days

KANSAS CITY, KS - In the next ten days, more than sixty-five thousand property owners of Wyandotte County can expect to receive a Notice of Proposed Tax Increase and Public Hearings. The Unified Government wants the public to know these statements are not tax bills. These notices will state, "THIS IS NOT A BILL. Do not remit payment"

at the top of the document. A state law requiring these notices are mailed to taxpayers was passed in 2021 and can be found in K.S.A. 79-2988. These notices are intended to alert property owners of potential property tax increases for the new tax year by offering an estimate of what those property taxes may be. The notice this year

has changed from years past and the back side of the notice provides detailed information on how to read the document.

The taxing subdivisions have been provided a Revenue Neutral Rate (RNR), calculated by the Unified Government Clerk's Office, which--if adopted by the taxing subdivision--would

ensure the revenues for the taxing subdivision for their 2025 budget is equivalent to what the taxing subdivision received for their 2024 budget. The notices will show which subdivisions have provided formal notice to the Unified Government Clerk's Office of their intention to exceed their RNR rate. Those entities that are not exceeding the RNR will show "No Hearing Required per KSA 79-2988".

By exceeding their RNR, a taxing subdivision collects

more money in property taxes for its 2025 budget than it received for the 2024 tax year budget. A breakout of the local taxing subdivisions for a property may include a combination of the following: State, County, City, School District, Community College, County Library, Drainage District, Recreation Commission, and Self-Supported Municipal Improvement District (SSMID). The taxing subdivision's proposed maximum dollar amount they can exceed

RNR as shown on the notice has yet to be approved and will be presented in a formal public hearing. The public hearing date, time, location, and phone contact are shown on the notice.

If you have questions regarding a specific entity's budget, please contact the taxing entity directly at the phone number located on the notice or attend the hearing on the date and time listed. If you have questions not related to a specific budget, call us at 311 or 913-573-5311.

## The Wyandotte Echo

### Notices, Billing and Subscription Information

#### Deadlines

For Guaranteed Publication: 10:00 a.m. Friday for publication in the next Thursday's issue.

For Late Notices, Corrections and/or Changes to currently running legals: 10:00 a.m. Monday for publication in that Thursday's issue.

The Echo will make every effort possible to accommodate late notices. To verify the date of first publication for a late notice, please call our scheduling line at (913) 724-3444. For all other matters call (913) 342-2444.

#### Billing Information

For questions concerning costs, billing or proof of publication:

Call (913) 342-2444

#### Subscription Information

To order new subscriptions, submit changes of address or to cancel subscriptions:

Call (913) 342-2444

#### Legal Notices

To submit a legal notice for publication or to make corrections/changes in currently running legal notices:

Email:  
legals@wyecho.com

*For fastest service, please email new notices to:*

legals@wyecho.com

## KDHE Announces First-Ever Spanish Curriculum Material for Health Workers

TOPEKA – The Kansas Department of Health and Environment (KDHE) and the Mid-America Regional Council (MARC) are pleased to announce that the core curriculum training for Community Health Workers (CHWs) will be taught using Spanish material and facilitated in Spanish for the first time. All Spanish-speaking CHWs who wish to complete the CHW curriculum are encouraged to enroll in this unique course offering.

"It has been an incredible and rewarding experience to collaborate with a supportive team to translate and culturally adapt the CHW curriculum into Spanish, providing students with all supplemental curriculum material in Spanish. This will mark the inaugural of a cohort conducted entirely in Spanish, with all the training materials available in Spanish to enable students to actively participate in a Spanish-only environment," Crystal Rodriguez, KDHE program manager for Community Health Workers said.

CHWs' deep knowledge and understanding of the communities they serve enable them to make a significant impact. They strengthen individual and community capacity by increasing health knowledge and self-reliance through various activities, such as outreach, community education, informal counseling, social support and advocacy. The relationship between CHWs and their communities acts as a bridge, facilitating access to services and improving the quality and cultural competence in the delivery of services. Their work is invaluable and empowering.

The Spanish language course and material will remove the language barrier to allow CHW students, who wish to complete the training in an all-inclusive Spanish language only, to continue building individual and community capacity. We would like to offer a special thank you to the Kansas Community Health Worker Coalition (KSCHW) for their continued leadership and support of the CHW profession.

The newly created, 100-hour Spanish CHW training program is a crucial step towards making health care more accessible and inclusive. The course is free for those who attend. Trainings will be held in person, on Saturdays, beginning Sept. 7 through Nov. 23, from 10 a.m. to 4 p.m. Space is limited. For questions regarding the program and registration, contact CHWinfo@marc.org.



# Wyandotte County District Court

## Civil Case Filings

Case Number	File Date	Judicial Officer	Style	Last Event Type Description	Plaintiff Attorney
WY-2024-CV-000583	8/5/2024	Burns, Robert P	In the Matter of the Certificate of Live Birth of Jessica Khadka	ORD: Order (Generic)	
WY-2024-CV-000584	8/5/2024	Dupree, Timothy L	James Curran vs. Shawn Curran	INF: Exhibit	Leflar, Lewis Brandon
WY-2024-CV-000585	8/5/2024	Dupree, Timothy L	Cherie Smith vs. Dustin James Francis	Summons	Quitmeier, William M
WY-2024-CV-000586	8/5/2024	Mahoney, William	Martz Bros. Lawn Care, Inc. vs. Paul Weaver as Trustee of Akamai Trust, et al	Scheduling Conference	Marshall, Hugh Lawrence
WY-2024-CV-000587	8/6/2024	Dupree, Timothy L	Kansas City Kansas Police Department, et al vs. 2020 RED CHEVROLET SILVERADO VIN # 1GCRYEED2LZ358578 NOT: Notice - No Sheriff Service Required	ORD: Order (Generic)	Le, Viet Quoc
WY-2024-CV-000588	8/6/2024	Roberts, Aaron T	In the Matter of the Certificate of Live Birth of Jenna Khadka	ORD: Order (Generic)	
WY-2024-CV-000589	8/6/2024	Alvey, Constance	CommunityAmerica Credit Union vs. Michael Wayne Webb, et al	Summons	Baker, James Lloyd
WY-2024-CV-000590	8/6/2024	Klapper, Bill L	Flagstar Bank, N.A. vs. Estate of Scott W. Bee (Deceased), et al	ORD: Summons - Filer Drafted	Schuckman, Aaron Michael
WY-2024-CV-000591	8/7/2024	Dupree, Timothy L	Sasha Bonilla vs. Sharon Quijano-Sanchez	Summons	Burgess, Mitchell L
WY-2024-CV-000592	8/7/2024	Mahoney, William	C.M. , a minor by and through his mother., et al vs. State Farm Mutual Automobile Insurance Company	PLE: Petition	Clayton, Jonathan Robert
WY-2024-CV-000593	8/7/2024	Klapper, Bill L	Richard Peters vs. Shawnta Baker	Summons	OConnor, John G
WY-2024-CV-000594	8/8/2024	Klapper, Bill L	Richard Peters vs. Ilyana Cunliffe	Summons	OConnor, John G
WY-2024-CV-000595	8/8/2024	Mahoney, William	Manuel Ernesto Lopez Gurrola, et al vs. American Asset, LLC American Asset, LLC, et al	PLE: Petition	Price, Graydon Scott
WY-2024-CV-000596	8/9/2024	Mahoney, William	Abygail Daniela Silva-Trejo, et al vs. The Unified Government of Wyandotte County/Kansas City, Kansas	PLE: Answer	Nantz, Andrew John
WY-2024-CV-000597	8/9/2024	Alvey, Constance	Qui' Esta Taylor vs. Natalie Birech	PLE: Petition	Ediger, Steven A
WY-2024-ST-003261	8/6/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Kc Rainmaker Lawn Service Inc	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003262	8/6/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Olivet Institutional Baptist Church	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003263	8/6/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Floyd E Herrera	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003264	8/6/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Gerald R Oconnor	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003265	8/6/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Juan C Miranda Alvarado	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003266	8/6/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Michael A Verdict, et al	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003267	8/6/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Hospitality Kansas City Llc	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003268	8/6/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Hospitality Kansas City Llc	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003269	8/6/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Danielle D Walker	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003270	8/6/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Car Shoes Llc	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003271	8/6/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Car Shoes Llc	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003272	8/6/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Kick Ministries	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003273	8/6/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Kick Ministries	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003274	8/7/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Cassandra K Nunley, et al	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003275	8/7/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Charles Rives	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003276	8/7/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Juandon R Burleson	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003277	8/7/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Desmond D Northcutt	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003278	8/8/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Jlg Construction Llc	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003279	8/8/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Christine M Hernandez-Villanueva	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003280	8/8/2024	No-Judge, Assigned	Kansas Department of Revenue vs. The Bbq Bistro Of Kansas City	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003281	8/8/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Cunningham Vending Llc	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003282	8/8/2024	No-Judge, Assigned	Kansas Department of Revenue vs. All That Jazz	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003283	8/8/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Kc Sprinkler Pros Llc	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003284	8/8/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Owl R Junk Boutique	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003285	8/8/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Jalisco Auto Sale Llc	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003286	8/8/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Latoshia S Holmes	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003287	8/8/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Kelly Caron, et al	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-ST-003288	8/8/2024	No-Judge, Assigned	Kansas Department of Revenue vs. Kick Ministries	PLE: Tax Warrant	Revenue, Kansas Department of
WY-2024-DM-001659	8/5/2024	Dupree, Timothy L	In the Matter of the Marriage of Paw Wah Tamla vs. Taehdoh Gaw	RET: Return of Service	Court Trustee, Wyandotte County
WY-2024-DM-001666	8/5/2024	Dupree, Timothy L	In the Matter of the Marriage of BRETT MENDEZ vs. MELISSA MENDEZ	ORD: Summons - Filer Drafted	Walker, H Reed
WY-2024-DM-001680	8/6/2024	Mahoney, William	In the Matter of the Marriage of Francis Hae Za Uk vs. Sui Rem lang	ORD: Order (Generic)	King, Maya Yiye
WY-2024-DM-001681	8/6/2024	Alvey, Constance	In the Matter of the Marriage of Rachel N. Hale vs. Scott L. Hale	ORD: Order (Generic)	Ikena, Sarah Kathryn
WY-2024-DM-001682	8/6/2024	Lynch, Kathleen M	STATE OF KANSAS, EX REL., vs. CORNELL L JONES	Summons	29th District, Maximus
WY-2024-DM-001683	8/6/2024	Alvey, Constance	In the Matter of the Marriage of Heather Marie Castle vs. Jason Mathew Miller	Summons	
WY-2024-DM-001684	8/6/2024	Mahoney, William	In the Matter of the Marriage of JACQUELINE GONZALEZ vs. ADAN MARTINEZ	ORD: Order (Generic)	Moreno, Anthony Joseph
WY-2024-DM-001685	8/6/2024	Alvey, Constance	In the Matter of the Marriage of STEPHANIE LAWRENCE vs. SPENCER LAWRENCE, JR	Summons	Moreno, Anthony Joseph
WY-2024-DM-001686	8/6/2024	Mahoney, William	In the Matter of the Marriage of Ariana Yoshira Martinez Garcia vs. Emmanuel Valenzuela Mota	INF: Entry of Appearance	Gregory, Jessica Anne
WY-2024-DM-001688	8/7/2024	Lynch, Kathleen M	STATE OF KANSAS, EX REL., vs. KRISTOPHER J DARDEN, SR	Summons	29th District, Maximus
WY-2024-DM-001689	8/7/2024	Blomberg, James P	STATE OF KANSAS, EX REL., vs. Octavio Huerta Medina	Summons	29th District, Maximus
WY-2024-DM-001690	8/7/2024	Lynch, Kathleen M	STATE OF KANSAS, EX REL., vs. GERARDO M BORUNDA, JR	Summons	29th District, Maximus
WY-2024-DM-001695	8/8/2024	Lynch, Kathleen M	Tristan Yamir Para Ochoa vs. Juliana J Quintin	Motion (Pro Se)	
WY-2024-DM-001697	8/8/2024	Klapper, Bill L	In the Matter of the Marriage of Deisy Gabriela Chacon vs. Israel Mijango Cabrera	INF: Entry of Appearance	
WY-2024-DM-001698	8/8/2024	Lynch, Kathleen M	Juliana J Quintin vs. Tristan Parra Ochoa	Motion (Pro Se)	Quintin, Juliana J
WY-2024-DM-001700	8/8/2024	Alvey, Constance	In the Matter of the Marriage of David E. Buchanan vs. Marina G Barron Mendez	ORD: Order (Generic)	Delgado, Sergio
WY-2024-DM-001701	8/8/2024	Alvey, Constance	In the Matter of the Marriage of Francisco Estrada-perales vs. Maria Barrera-telemantez	Summons	Sedgwick, Philip Robert
WY-2024-DM-001704	8/9/2024	Blomberg, James P	STATE OF KANSAS, EX REL, et al vs. PIERRE Q HAMILTON	PLE: Registration of Foreign Judgment	29th District, Maximus
WY-2024-DM-001705	8/9/2024	Blomberg, James P	STATE OF KANSAS, EX REL, et al vs. JOSE JOHNSON	PLE: Registration of Foreign Judgment	29th District, Maximus
WY-2024-DM-001706	8/9/2024	Blomberg, James P	STATE OF KANSAS, EX REL, et al vs. JOSEPHINE MUNOZ	PLE: Registration of Foreign Judgment	29th District, Maximus

THE FOLLOWING PROCEDURE IS USED IN THE SCHEDULING  
OF MOTIONS AND CONTEMPTS

Hearing Officer (Post-Trial) Child Support Motions & Contempts

Agency Motions & Contempts - A-He - Monday - 9:00 AM  
Agency Motions & Contempts - Hf-Me - Monday - 1:30 PM  
Agency Motions & Contempts - Mf-Z - Thursday - 9:00 AM  
Private Attorney Motions & Contempts A-L - Tuesday - 9:00 AM  
Private Attorney Motions & Contempts M-Z - Tuesday - 1:30 PM

When the motion is filed by an agency, the motion date will be scheduled using the defendant's last name.

When the motion is filed by a private attorney, the motion date will be scheduled using the first letter of the attorney's last name.

Motions & Contempts set in assigned Divisions

Divisions 11 & 12 First Monday of the Month at 1:30 PM  
Division 13 - Special Set only  
Division 3 - Second Friday of the Month at 9:00 AM  
Division 6 - Second Friday of the Month - DM Cases at 9:00 AM  
CV Cases at 10:00 AM  
Division 2 & 7 - Third Friday of the Month at 9:30 AM  
Division 1 - Fourth Friday of the Month at 9:30 AM

Paternity Docket

Division 10 - First & Third Wednesday at 9:00 AM  
Motions & Contempts

## Wyandotte County District Court Civil Settings List

ATE: 08/07/2024 TIME: 10:00 CASE NUMBER: 2016-DM-000091 CASE: STATE OF KANSAS, et al., Petitioner vs. Sean A Suttington, Respondent  
DIVISON: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/07/2024 TIME: 10:00 CASE NUMBER: 2019-DM-002836 CASE: Jasmin Sarmiento, et al., Petitioner vs. Adolfo J Carrillo, Respondent  
DIVISON: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/07/2024 TIME: 10:00 CASE NUMBER: 2020-DM-001743 CASE: Charlie Byrd, et al., Petitioner vs. Sydni Milne, Respondent  
DIVISON: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/07/2024 TIME: 10:00 CASE NUMBER: 2023-DM-000043 CASE: Annette Crawley, Petitioner vs. Sean Eric Gasaway Sr, Respondent  
DIVISON: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/07/2024 TIME: 10:00 CASE NUMBER: WY-2023-DM-001408 CASE: Jeannie Roman vs. Joshua Felix  
DIVISON: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/07/2024 TIME: 10:00 CASE NUMBER: WY-2023-DM-001639 CASE: STATE OF KANSAS, et al vs. XAVIER A MORROW-RAINEY  
DIVISON: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/07/2024 TIME: 10:00 CASE NUMBER: WY-2023-DM-001645 CASE: STATE OF KANSAS, et al vs. JIMMY G OTERO OSORIO  
DIVISON: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/07/2024 TIME: 10:00 CASE NUMBER: WY-2023-DM-300294 CASE: State of Kansas, et al vs. Marlon D Sheppard  
DIVISON: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/07/2024 TIME: 10:00 CASE NUMBER: WY-2024-DM-001226 CASE: Matthew Dontae Hosman vs. Labrea Tolston  
DIVISON: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/07/2024 TIME: 10:00 CASE NUMBER: WY-2024-CV-000104 CASE: ALMA TARANGO vs. JESUS GUTOERREZ HERNANDEZ, et al  
DIVISON: Mahoney, William HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Transfer Pre Judgment LM Ch 61 to CV Ch 60

DATE: 08/07/2024 TIME: 11:00 CASE NUMBER: WY-2024-DM-001106 CASE: In the Matter of the Marriage of Jana D Garcia vs. Joseph G Garcia  
DIVISON: Alvey, Constance HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/07/2024 TIME: 12:00 CASE NUMBER: 2020-DM-000096 CASE: Kimberly Sue Bennett, Petitioner vs. Troy Allen Bennett, Respondent  
DIVISON: Alvey, Constance HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/08/2024 TIME: 09:30 CASE NUMBER: 2010-CV-001705 CASE: Security Bank Of Kansas City vs. Woodsting Property LLC, et al.  
DIVISON: Alvey, Constance HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Mortgage Foreclosure

DATE: 08/08/2024 TIME: 09:30 CASE NUMBER: 2015-DM-000710 CASE: Joshua Rickert, Petitioner vs. Jessica Rickert, Respondent  
DIVISON: Alvey, Constance HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/08/2024 TIME: 09:30 CASE NUMBER: 2017-DM-002563 CASE: Jose Hernandez, Petitioner vs. Juana Hernandez Guerra, Respondent  
DIVISON: Alvey, Constance HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/08/2024 TIME: 09:30 CASE NUMBER: 2022-CV-000416 CASE: Ricardo de la Torre Ramos vs. Walmart Inc, et al.  
DIVISON: Alvey, Constance HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Other Civil (Non-Domestic)

DATE: 08/08/2024 TIME: 09:30 CASE NUMBER: 2022-CV-000832 CASE: Rental City, Inc. vs. Nickolas Charles Perkins  
DIVISON: Alvey, Constance HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Seller Plaintiff (Debt Collection)

DATE: 08/08/2024 TIME: 09:30 CASE NUMBER: 2022-DM-000848 CASE: Antonio L Salcedo, Petitioner vs. Brittany Ann Salcedo, Respondent  
DIVISON: Alvey, Constance HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/08/2024 TIME: 09:30 CASE NUMBER: 2022-DM-000883 CASE: Nubia M Chinchilla Chavez, Petitioner vs. Julio C Mejia Peralta, Respondent  
DIVISON: Alvey, Constance HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/08/2024 TIME: 09:30 CASE NUMBER: WY-2023-CV-000376 CASE: Sue Ellyn McKee vs. Michael Abraham, MD, et al  
DIVISION: Alvey, Constance HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Medical Malpractice

DATE: 08/08/2024 TIME: 09:30 CASE NUMBER: WY-2023-DM-001855 CASE: In the Matter of the Marriage of Ricardo Velazquez Flores vs. Maria del Rosario del Real Sanchez  
DIVISION: Alvey, Constance HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/08/2024 TIME: 09:30 CASE NUMBER: WY-2024-CV-000234 CASE: Brian Ellington, et al vs. Lorax Design Group, et al  
DIVISION: Alvey, Constance HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Premises Liability

DATE: 08/08/2024 TIME: 09:30 CASE NUMBER: WY-2024-CV-000237 CASE: Amy Whitney vs. University of Kansas Health System  
DIVISION: Alvey, Constance HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Other Contract

DATE: 08/08/2024 TIME: 09:30 CASE NUMBER: WY-2024-CV-000306 CASE: Freedom Mortgage Corporation vs. Carmen Jurado, et al  
DIVISION: Alvey, Constance HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Mortgage Foreclosure

DATE: 08/08/2024 TIME: 09:30 CASE NUMBER: WY-2024-CV-000491 CASE: Ismail Zabihullah vs. Capitol Auto Recovery, et al  
DIVISION: Alvey, Constance HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: CV Other Civil (Non-Domestic)

DATE: 08/08/2024 TIME: 09:30 CASE NUMBER: WY-2024-DM-000009 CASE: In the Matter of the Marriage of Nicholas Joseph Tomasic vs. Nicolette Renee Tomasic  
DIVISION: Alvey, Constance HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/08/2024 TIME: 10:00 CASE NUMBER: 2019-DM-001880 CASE: Tina Ann Taylor, Petitioner vs. Michael T Taylor, Respondent  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/08/2024 TIME: 10:00 CASE NUMBER: WY-2024-CV-000120 CASE: Lippert Mechanical Service Corp. vs. VVF Illinois Services, LLC, et al  
DIVISION: Klapper, Bill L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Other Contract

DATE: 08/08/2024 TIME: 11:00 CASE NUMBER: WY-2024-CV-000216 CASE: MHS, LLC vs. LUCIANO GUZMAN, et al  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Other Real Property

DATE: 08/08/2024 TIME: 11:00 CASE NUMBER: WY-2023-CV-000462 CASE: Isauro Diaz vs. Andrew Williams, et al  
DIVISION: Klapper, Bill L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Other Civil (Non-Domestic)

DATE: 08/08/2024 TIME: 12:00 CASE NUMBER: 2014-CV-000416 CASE: Fairfax Portfolio LLC vs. Carojoto LLC, et al.  
DIVISION: Alvey, Constance HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Other Real Property

DATE: 08/08/2024 TIME: 14:00 CASE NUMBER: WY-2024-CV-000183 CASE: Keysi Cartagena vs. Randall Rashad  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Automobile Tort

DATE: 08/08/2024 TIME: 15:00 CASE NUMBER: WY-2023-CV-300040 CASE: CF 323 South LLC vs. David Jon Monson, et al  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Mortgage Foreclosure

DATE: 08/09/2024 TIME: 09:00 CASE NUMBER: 2018-DM-000166 CASE: Colin S Stueve, Petitioner vs. Sarah Oltvedt Stueve, Respondent  
DIVISION: Klapper, Bill L HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/09/2024 TIME: 09:00 CASE NUMBER: 2018-DM-001185 CASE: Clarence Kellum, Petitioner vs. Tysheanna Berrow, Respondent  
DIVISION: Klapper, Bill L HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/09/2024 TIME: 09:00 CASE NUMBER: 2021-DM-001734 CASE: Maria C Ysaac, Petitioner vs. Margarito Belmares Jr, Respondent  
DIVISION: Klapper, Bill L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/09/2024 TIME: 09:00 CASE NUMBER: WY-2023-DM-001238 CASE: In the Matter of the Marriage of Hermelinda Carrillo vs. Armando Carrillo  
DIVISION: Klapper, Bill L HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/09/2024 TIME: 09:00 CASE NUMBER: WY-2023-DM-001450 CASE: In the Matter of the Marriage of Perla Azucena Banuelos A vs. Oscar Fabian Villegas  
DIVISION: Klapper, Bill L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/09/2024 TIME: 09:00 CASE NUMBER: WY-2023-DM-001615 CASE: In the Matter of the Marriage of Steven J. Garcia vs. Mia E. Garcia  
DIVISION: Klapper, Bill L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/09/2024 TIME: 09:00 CASE NUMBER: WY-2023-DM-001720 CASE: In the Matter of the Marriage of Ivan Molina Tellez vs. Karina Ruiz Pena  
DIVISION: Klapper, Bill L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/09/2024 TIME: 09:00 CASE NUMBER: WY-2023-DM-001720 CASE: In the Matter of the Marriage of Ivan Molina Tellez vs. Karina Ruiz Pena  
DIVISION: Klapper, Bill L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/09/2024 TIME: 09:00 CASE NUMBER: WY-2024-DM-000633 CASE: In the Matter of the Marriage of Lon N. Moore vs. Ellen D. Moore  
DIVISION: Klapper, Bill L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/09/2024 TIME: 10:00 CASE NUMBER: 2021-CV-000710 CASE: J Acevedo, et al. vs. Traders Insurance Company, et al.  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Automobile Tort

DATE: 08/09/2024 TIME: 10:00 CASE NUMBER: 2022-CV-000833 CASE: Rental City, Inc. vs. Terry Lou Smith  
DIVISION: Klapper, Bill L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Seller Plaintiff (Debt Collection)

DATE: 08/09/2024 TIME: 10:00 CASE NUMBER: WY-2023-CV-000629 CASE: Cynthia Lynn Clevenger, et al vs. The University of Kansas Hospital Authority, et al  
DIVISION: Klapper, Bill L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Medical Malpractice

DATE: 08/09/2024 TIME: 10:00 CASE NUMBER: WY-2024-CV-000101 CASE: Triad Financial Services, Inc. vs. Eric Burns, et al  
DIVISON: Klapper, Bill L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Seller Plaintiff (Debt Collection)

DATE: 08/09/2024 TIME: 11:00 CASE NUMBER: WY-2024-DM-000940 CASE: In the Matter of the Marriage of Julie Washburn vs. Edward Wade Washburn  
DIVISON: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/09/2024 TIME: 14:30 CASE NUMBER: 2014-DM-001424 CASE: Mirna Susana Belmonte, Petitioner vs. Manuel Hernandez, Respondent  
DIVISON: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/12/2024 TIME: 09:00 CASE NUMBER: 2009-DM-002770 CASE: State of Kansas ex rel, et al., Petitioner vs. Brian D Butner, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/12/2024 TIME: 09:00 CASE NUMBER: 2017-DM-001309 CASE: Temiha Amake, Petitioner vs. Quaameeka Amake, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/12/2024 TIME: 09:00 CASE NUMBER: 2021-DM-001549 CASE: STATE OF KANSAS, et al., Petitioner vs. Louis E Cheatham Jr, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/12/2024 TIME: 09:00 CASE NUMBER: WY-2023-DM-001935 CASE: STATE OF KANSAS, et al vs. ANTHONY D ARREOLA  
DIVISON: Blomberg, James P HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/12/2024 TIME: 09:00 CASE NUMBER: WY-2024-DM-000565 CASE: State of Kansas, ex rel., DCF vs. Armando J Carmona  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/12/2024 TIME: 13:30 CASE NUMBER: 2009-DM-001864 CASE: State of Kansas Ex Rel, etal., Petitioner vs. Rolando J Downey, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/12/2024 TIME: 13:30 CASE NUMBER: 2016-DM-000797 CASE: STATE OF KANSAS, et al., Petitioner vs. Cory L Fallis, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/12/2024 TIME: 13:30 CASE NUMBER: 2017-DM-001561 CASE: Tonatzin Gutierrez Rubio, Petitioner vs. Benjamin M Gonzales, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/12/2024 TIME: 13:30 CASE NUMBER: 2017-DM-002467 CASE: STATE OF KANSAS, et al., Petitioner vs. Michael L Knight, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/12/2024 TIME: 13:30 CASE NUMBER: 2019-DM-001251 CASE: STATE OF KANSAS, et al., Petitioner vs. Joseph B Humphrey, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity



DATE: 08/12/2024 TIME: 13:30 CASE NUMBER: WY-2023-DM-000661 CASE: In the Matter of the Marriage of Laura Diaz Romero vs. Mario Hernandez Cirilo  
DIVISION: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/13/2024 TIME: 09:00 CASE NUMBER: WY-2024-DM-001480 CASE: In the Matter of the Marriage of Jessica Tilden vs. Ronald Eugene Tilden, Jr  
DIVISION: Alvey, Constance HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/13/2024 TIME: 13:00 CASE NUMBER: 2022-CV-000353 CASE: Stephanie K Pauley vs. The University of Kansas Hospital Authority, et al.  
DIVISION: Mahoney, William HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Medical Malpractice

DATE: 08/13/2024 TIME: 13:30 CASE NUMBER: 2017-DM-001465 CASE: Samantha Ramirez, et al., Petitioner vs. Ryan Anthony Edwards, Respondent  
DIVISION: Lynch, Kathleen M HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/14/2024 TIME: 09:00 CASE NUMBER: 2020-DM-000245 CASE: STATE OF KANSAS, et al., Petitioner vs. Anthony Dynel Noel Jr, Respondent  
DIVISION: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/14/2024 TIME: 09:00 CASE NUMBER: 2022-DM-001228 CASE: State of Kansas ex rel, et al., Petitioner vs. James P Stanley, Respondent  
DIVISION: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/14/2024 TIME: 09:00 CASE NUMBER: WY-2023-DM-001749 CASE: STATE OF KANSAS, et al vs. JORDAN REDDICK  
DIVISION: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/14/2024 TIME: 09:00 CASE NUMBER: WY-2024-DM-000736 CASE: STATE OF KANSAS, EX REL., vs. Johnny N Thomas  
DIVISION: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/14/2024 TIME: 09:00 CASE NUMBER: WY-2024-DM-000765 CASE: STATE OF KANSAS, EX REL., vs. CARLOS MELENDEZ  
DIVISION: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/14/2024 TIME: 09:00 CASE NUMBER: WY-2024-DM-000837 CASE: STATE OF KANSAS, EX REL., vs. LENIN N RAMIREZ, Sr  
DIVISION: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/14/2024 TIME: 09:00 CASE NUMBER: WY-2024-DM-000962 CASE: STATE OF KANSAS, EX REL., vs. MARTIN D LOPEZ, et al  
DIVISION: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/14/2024 TIME: 09:00 CASE NUMBER: WY-2024-DM-001109 CASE: STATE OF KANSAS, EX REL., vs. EVERETT J DENNIS, III  
DIVISION: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/14/2024 TIME: 09:00 CASE NUMBER: WY-2024-DM-001156 CASE: STATE OF KANSAS, EX REL., vs. DEMARCKUS T TAYLOR  
DIVISION: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/15/2024 TIME: 09:00 CASE NUMBER: 2006-DM-002756 CASE: Jennifer Ann Stewart, Petitioner vs. James Lee Tolbert, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/15/2024 TIME: 09:00 CASE NUMBER: 2008-DM-002506 CASE: State of Kansas Ex Rel, et al., Petitioner vs. Laron T McGinnie, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/15/2024 TIME: 09:00 CASE NUMBER: 2011-DM-002684 CASE: Cassandra Stratton, et al., Petitioner vs. Amber Anderson, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/15/2024 TIME: 09:00 CASE NUMBER: 2014-DM-000211 CASE: State of Kansas Ex Rel, et al., Petitioner vs. Asael Linares, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/15/2024 TIME: 09:00 CASE NUMBER: 2015-DM-003061 CASE: STATE OF KANSAS, et al., Petitioner vs. Joseph E Potter JR, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/15/2024 TIME: 09:00 CASE NUMBER: 2017-DM-000174 CASE: State of Kansas Ex Rel, et al., Petitioner vs. Elton L Walker Jr, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/15/2024 TIME: 09:00 CASE NUMBER: 2018-DM-000542 CASE: STATE OF KANSAS, et al., Petitioner vs. Delaney Cordell Williams Jr, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/15/2024 TIME: 09:00 CASE NUMBER: 2018-DM-001427 CASE: STATE OF KANSAS, et al., Petitioner vs. Carrington A Lopez, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Domestic Other

DATE: 08/15/2024 TIME: 09:00 CASE NUMBER: 2020-DM-000416 CASE: Jessica Ceron, Petitioner vs. Nickles T McMackin, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/15/2024 TIME: 09:00 CASE NUMBER: 2021-DM-000920 CASE: STATE OF KANSAS, et al., Petitioner vs. Jesus Segura, Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/15/2024 TIME: 09:00 CASE NUMBER: 2022-DM-001812 CASE: State Of Kansas, et al., Petitioner vs. JORGE A. FERNANDEZ, et al., Respondent  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Domestic Other

DATE: 08/15/2024 TIME: 09:00 CASE NUMBER: WY-2023-DM-001744 CASE: STATE OF KANSAS, et al vs. CLINT K WILLIAMS  
DIVISON: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/15/2024 TIME: 09:00 CASE NUMBER: WY-2024-DM-000207 CASE: State of Kansas, Ex Rel., et al vs. CHARLES E SMITH, Jr  
DIVISON: Blomberg, James P HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/15/2024 TIME: 09:00 CASE NUMBER: WY-2024-DM-000474 CASE: In the Matter of the Marriage of Le'Anne Thomas vs. Jeffrey Thomas, Sr  
DIVISION: Blomberg, James P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/15/2024 TIME: 09:00 CASE NUMBER: 2013-DM-001465 CASE: Jennifer L Gasper, Petitioner vs. Marquis P Miller, Respondent  
DIVISION: Cahill, Christina A HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/16/2024 TIME: 09:00 CASE NUMBER: 2013-DM-001703 CASE: Nicole D Green, Petitioner vs. Corey L Green, Respondent  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/16/2024 TIME: 09:00 CASE NUMBER: 2016-DM-003286 CASE: Mathew Miller, Petitioner vs. Angelica Miller, Respondent  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/16/2024 TIME: 09:00 CASE NUMBER: 2021-DM-000310 CASE: Cookie Francene Sutton, et al., Petitioner vs. Patrick J. Soptic, Respondent  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/16/2024 TIME: 09:00 CASE NUMBER: 2022-DM-000523 CASE: Michelle Sanchez, Petitioner vs. Rafael Sanchez, Respondent  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/16/2024 TIME: 09:00 CASE NUMBER: WY-2023-CV-000738 CASE: Shane Stoaker vs. Deborah Kay Casares  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Automobile Tort

DATE: 08/16/2024 TIME: 09:00 CASE NUMBER: WY-2023-CV-300108 CASE: U.S. Bank National Association vs. Randell B Wilson, et al  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Mortgage Foreclosure

DATE: 08/16/2024 TIME: 09:00 CASE NUMBER: WY-2023-DM-001546 CASE: In the Matter of the Marriage of pedro torres vs. Celia Torres  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/16/2024 TIME: 09:00 CASE NUMBER: WY-2023-DM-300190 CASE: In the Matter of the Marriage of Bethanie N Nelson vs. Martez L.A. Nelson  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/16/2024 TIME: 09:00 CASE NUMBER: WY-2024-CV-000040 CASE: Navy Federal Credit Union vs. Donald L Frith, et al  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Mortgage Foreclosure

DATE: 08/16/2024 TIME: 09:00 CASE NUMBER: WY-2024-CV-000446 CASE: Anthony Walton, JR , et al vs. Kevin Moravec, et al  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Premises Liability

DATE: 08/16/2024 TIME: 09:00 CASE NUMBER: WY-2024-DM-000425 CASE: STATE OF KANSAS, EX REL vs. Dathan E Moore  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Domestic Foreign Judgment (Out of County)

DATE: 08/16/2024 TIME: 09:00 CASE NUMBER: WY-2024-DM-000425 CASE: STATE OF KANSAS, EX REL vs. Dathan E Moore  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Domestic Foreign Judgment (Out of County)

DATE: 08/16/2024 TIME: 09:00 CASE NUMBER: WY-2024-DM-000624 CASE: In the Matter of the Marriage of Kira Miller vs. Brian Solf  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/16/2024 TIME: 10:00 CASE NUMBER: WY-2024-DM-000094 CASE: In the Matter of the Marriage of Lila L Keedy vs. Franklin R Keedy  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/16/2024 TIME: 13:30 CASE NUMBER: 2016-DM-000619 CASE: Devann Kay Somers, Petitioner vs. Travis Alan Somers, Respondent  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/16/2024 TIME: 13:30 CASE NUMBER: 2016-DM-000619 CASE: Devann Kay Somers, Petitioner vs. Travis Alan Somers, Respondent  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/19/2024 TIME: 09:00 CASE NUMBER: 2022-CV-000557 CASE: Edward Sottoriva vs. Convoy Systems, LLC, et al.  
DIVISION: Mahoney, William HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Automobile Tort

DATE: 08/19/2024 TIME: 11:00 CASE NUMBER: 2012-DM-001589 CASE: Troy Lee Vogel, Petitioner vs. Brandon Michelle Vogel, Respondent  
DIVISION: Klapper, Bill L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/19/2024 TIME: 15:30 CASE NUMBER: 2020-CV-000500 CASE: Steven D Buchanan (Administrator) vs. The University of Kansas Hospital Authority  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Other Tort

DATE: 08/20/2024 TIME: 11:00 CASE NUMBER: WY-2024-DM-000402 CASE: In the Matter of the Marriage of Blanca O Lopez vs. Pedro J Ordonez  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/21/2024 TIME: 09:00 CASE NUMBER: 2020-DM-001091 CASE: James Fry, Petitioner vs. Alicia Alcantar, Respondent  
DIVISION: Lynch, Kathleen M HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/21/2024 TIME: 09:00 CASE NUMBER: 2022-DM-000476 CASE: Luis De La O Zacatula, Petitioner vs. Itzel C Rendon Mendiola, Respondent  
DIVISION: Lynch, Kathleen M HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/21/2024 TIME: 09:00 CASE NUMBER: 2023-DM-000348 CASE: Brianna Nicole Kavira, et al., Petitioner vs. Jennifer Teasley, Respondent  
DIVISION: Lynch, Kathleen M HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/21/2024 TIME: 10:00 CASE NUMBER: 2015-DM-000911 CASE: STATE OF KANSAS, et al., Petitioner vs. Ulysses S Wright IV, Respondent  
DIVISION: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/21/2024 TIME: 10:00 CASE NUMBER: 2018-DM-002037 CASE: STATE OF KANSAS, et al., Petitioner vs. Timothy R Reynolds, Respondent  
DIVISION: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/21/2024 TIME: 10:00 CASE NUMBER: 2019-DM-002265 CASE: STATE OF KANSAS, et al., Petitioner vs. Jawuan Watson, Respondent  
DIVISION: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/21/2024 TIME: 10:00 CASE NUMBER: 2020-DM-000872 CASE: STATE OF KANSAS, et al., Petitioner vs. Pamela S Waylee, Respondent  
DIVISION: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/21/2024 TIME: 10:00 CASE NUMBER: 2021-DM-000345 CASE: STATE OF KANSAS, et al., Petitioner vs. Kenneth Brown, Respondent  
DIVISION: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/21/2024 TIME: 10:00 CASE NUMBER: 2022-DM-000544 CASE: State of Kansas ex rel, et al., Petitioner vs. Jason G Black III, Respondent  
DIVISION: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/21/2024 TIME: 10:00 CASE NUMBER: 2022-DM-001133 CASE: Joshua Girard, et al., Petitioner vs. Amber Young, Respondent  
DIVISION: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/21/2024 TIME: 10:00 CASE NUMBER: WY-2023-DM-001983 CASE: STATE OF KANSAS, et al vs. MICHAEL L JAMES  
DIVISION: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Non Divorce - Visitation, Custody, Support

DATE: 08/21/2024 TIME: 10:00 CASE NUMBER: WY-2024-DM-001270 CASE: Shawn M. Allen vs. Jessica M. Lofstrom  
DIVISION: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/21/2024 TIME: 10:00 CASE NUMBER: WY-2024-DM-001308 CASE: Walter Alexander Mendez Saravia vs. Jessi Loveli Gomez Hernandez  
DIVISION: Lynch, Kathleen M HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Paternity

DATE: 08/21/2024 TIME: 14:30 CASE NUMBER: 2022-CV-000818 CASE: Parc West LLC vs. H3 Design Build LLC, et al.  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Other Contract

DATE: 08/22/2024 TIME: 10:00 CASE NUMBER: WY-2023-CV-300108 CASE: U.S. Bank National Association vs. Randell B Wilson, et al  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Mortgage Foreclosure

DATE: 08/23/2024 TIME: 09:00 CASE NUMBER: WY-2023-DM-001067 CASE: In the Matter of the Marriage of Liesel Jones vs. Joseph Jones  
DIVISION: Mahoney, William HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/23/2024 TIME: 09:30 CASE NUMBER: WY-2023-CV-000221 CASE: Diana Paulina Chaparro vs. The University of Kansas Hospital, et al  
DIVISION: Burns, Robert P HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Medical Malpractice

DATE: 08/23/2024 TIME: 09:30 CASE NUMBER: WY-2023-DM-001294 CASE: In the Matter of the Marriage of Darren Priest vs. Rhonda Priest  
DIVISION: Mahoney, William HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/23/2024 TIME: 10:00 CASE NUMBER: WY-2024-DM-001271 CASE: In the Matter of the Marriage of Shawnda Goodlow vs. Xavier Goodlow  
DIVISION: Dupree, Timothy L HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

DATE: 08/23/2024 TIME: 10:00 CASE NUMBER: 2015-DM-000297 CASE: Kelly Faye Reger, Petitioner vs. Joseph Nephi Reger, Respondent  
DIVISION: Mahoney, William HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: DM Marriage Dissolution/Divorce

## IN THE MATTER OF THE HERD ESTATE

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS PROBATE DEPARTMENT  
IN THE MATTER OF THE ESTATE OF MITCHELL D. HERD, DECEASED.

Case No. WY-2024-PR-000352  
Chapter 59

NOTICE OF HEARING AND NOTICE TO CREDITORS  
THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are hereby notified that on August 9, 2024, a Petition was filed in this Court by Julie McVey, a devisee and legatee and Executor named in the Last Will and Testament of Mitchell D. Herd, deceased, dated August 5, 2014, praying that the Will filed with the Petition be admitted to probate and record; Petitioner be appointed as Executor, without bond; and Petitioner be granted Letters Testamentary.

You are required to file your written defenses to the Petition on or before September 12, 2024, at 9:00 o'clock A.M. in the District Court in Wyandotte County, 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 of decedent are notified to exhibit their demands against the estate within the later of four (4) months from the date of first publication of notice under K.S.A. 59-2236 and amendments thereto, and if their demands are not thus exhibited, they shall be forever barred.

Julie McVey, Petitioner  
EVANS & MULLINIX, P.A.  
Timothy J. Evans, KS #06992  
tevens@emlawkc.com  
7225 Renner Road, Suite 200  
Shawnee, KS 66217  
(913) 962-8700  
(913) 962-8701 (fax)  
Attorneys for Petitioner  
(First published 8-15-24)  
3t-The Wyandotte Echo-8-29-24

DATE: 08/23/2024 TIME: 10:30 CASE NUMBER: 2017-CV-000165 CASE: Kansas Highway Patrol vs. One 2002 Chevrolet Impala, VIN#2G1WF55E929224430, et al.  
DIVISION: Mahoney, William HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Other Civil (Non-Domestic)

DATE: 08/23/2024 TIME: 11:00 CASE NUMBER: 2019-CV-000901 CASE: State of Kansas ex rel, et al. vs. \$9078 in US Currency Forfeiture  
DIVISION: Mahoney, William HEARING TYPE: Motion (Pro Se) STATUS: Scheduled  
CASE TYPE: CV Other Civil (Non-Domestic)

DATE: 08/23/2024 TIME: 11:30 CASE NUMBER: WY-2024-CV-000023 CASE: FCR Home Improvement LLC vs. Ginger L Brown, et al  
DIVISION: Mahoney, William HEARING TYPE: Motion STATUS: Scheduled  
CASE TYPE: CV Other Contract

State of Kansas  
Revenue Neutral (County Certification)

USD #204  
2024-2025

### Exceeding the Revenue Neutral Tax Rate for the 2024-2025 School Year

The governing body of Unified School District 204 will meet on the 3rd day of September 2024 at 2200 S 138th St., Bonner Springs, KS 66012 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to be levied. Detailed budget information, including budget profile, is available at district office and will be available at this hearing.

Revenue Neutral Tax Rate					
	2023-2024			2024-2025	
	Actual Tax Levied	Actual Tax Rate	Neutral Tax Rate	Estimated Tax Levied	Est. Tax Rate
General	\$5,432,918	20.000	19.064	\$5,497,071	20.000
Capital Outlay	\$2,655,182	7.999	7.183	\$2,941,802	8.000
Bond and Interest #2	\$0	0.000	0.000	\$0	0.000
<b>ALL OTHER FUNDS</b>					
Supplemental General (LOB)	\$4,203,028	14.454		\$4,750,896	15.061
Adult Education	\$0	0.000		\$0	0.000
Cost of Living	\$0	0.000		\$0	0.000
Special Liability Expense Fund	\$0	0.000		\$0	0.000
Extraordinary Growth Facilities	\$0	0.000		\$0	0.000
Bond and Interest #1	\$3,117,116	10.837		\$3,224,073	10.221
No-Fund Warrant	\$0	0.000		\$0	0.000
Special Assessment	\$0	0.000		\$0	0.000
Temporary Note	\$0	0.000		\$0	0.000
Historical Museum	\$0	0.000		\$0	0.000
Public Library Board	\$0	0.000		\$0	0.000
Public Library Board Employee Benefits	\$0	0.000		\$0	0.000
<b>Sub Total - All Other Funds</b>	<b>\$7,320,144</b>	<b>25.291</b>	<b>22.892</b>	<b>\$7,974,969</b>	<b>25.282</b>

Jennifer McCoinigo  
Board President

Leticia A. Porter  
Clerk of the Board

(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

## LEGAL NOTICE

### IN THE MATTER OF THE GIBSON ESTATE

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS PROBATE DIVISION

In the Matter of the Estate of Delbert L. Gibson, Deceased.

Case No. WY-2024-PR-000351  
Court No. 10  
Chapter 59

#### 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 Genevieve Gibson, one of the heirs of Delbert L. Gibson., deceased, requesting:

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

South 1/2 of Lot 28, LOWDERS' RESURVEY, an addition in Kansas City, Wyandotte County, Kansas.

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

You are required to file your written defenses thereto on or before September 10, at 10:30 o'clock A.M., in the District Court, Wyandotte County, Kansas, at which time and place the cause will be heard. The hearing will occur remotely by Zoom. If you wish to participate in the hearing, the meeting website is www.zoom.us/join and the Meeting ID and Password are 840 6652 5619 and 846900. Should you fail to do so, the Court will proceed and enter such orders as the Court determines appropriate.

Genevieve Gibson, Petitioner  
Submitted by:  
Frederick B. Farmer #07657  
7015 College Blvd., Ste 375  
Overland Park, Kansas 66211  
Phone: (913) 548-5069  
Fax: (913) 345-2557  
Email: frbf@yahoo.com  
Attorney for Petitioner  
(First published 8-15-24)  
3t-The Wyandotte Echo-8-29-24

### IN THE MATTER OF THE ADKINS-BINGLEY NAME CHANGE

IN THE 29th JUDICIAL DISTRICT DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS IN THE MATTER OF THE PETITION OF

Tyrone Adkins-Bingley  
Present Name

Case No. 24CV0543  
Division 7

To Change his Name to:  
Ty King Bingley  
New Name

PURSUANT TO K.S.A. CHAPTER 60

#### NOTICE OF HEARING PUBLICATION

THE STATE OF KANSAS TO ALL WHO ARE OR MAY BE CONCERNED:

You are hereby notified that Tyrone Adkins-Bingley, filed a Petition in the above court on the 25th of July, 2024 requesting a judgment and order changing his name from Tyrone Adkins-Bingley to Ty King Bingley

## LEGAL NOTICE

The Petition will be heard in Wyandotte County District Court, 710 N 7th Street, Kansas City, Kansas on or after September 11th, 2024.

If you have any objection to the requested name change, you are required to file a responsive pleading by September 11th, 2024 in this court or appear at the hearing and object to the requested name change. If you fail to act, judgment and order will be entered upon the Petition as requested by Petitioner.

Tyrone Adkins-Bingley  
3126 N. 110th St.  
Kansas City, KS 66109  
Filed by a  
Self-Representing Party  
(First published 8-1-24)  
3t-The Wyandotte Echo-8-15-24

### WOLCOTT BUDGET HEARING NOTICE

Wolcott Drainage District, Wyandotte County, August 25, 2024 at 9:00 a.m. at 13431 Hollingsworth, Kansas City, Kansas 66109

(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

### DECLARATION OF PATERNITY AND CUSTODY SANTIAGO

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS CIVIL DIVISION

ELIO MATIAS SUCHITE SANTIAGO, the minor child, By his next friend, JAIME ARNOLDO SUCHITE DIAZ

And

Case No 24DM1711  
JAIME ARNOLDO SUCHITE DIAZ

Division 10  
Petitioners

vs.  
SANTOS SANTIAGO GUTIERREZ

Respondent

#### NOTICE OF SUIT

You are notified that a Petition for Declaration of Paternity and Custody was filed in the District Court of Wyandotte County, Kansas, by Petitioner against Respondent, asking that the person filing the petition be granted a sole legal and physical custody of the minor child and Petitioner be declared the biological father of said child. You must file an answer to the Petition with the court and provide a copy to the Petitioner's Attorney, Jessica A. Gregory, at 2544 W 47th Ave, Kansas City, Kansas 66103, phone (913) 956-7000, on or before 45 days after first publication of this Notice or Suit, or the court will enter judgment against you on that Petition.

/s/ Jessica A. Gregory  
Jessica A. Gregory #24111  
Attorney for Petitioner  
2544 W 47th Ave  
Kansas City, KS 66103  
(913) 956-7000 phone  
(First published 8-15-24)  
3t-The Wyandotte Echo-8-29-24

### Important State Phone Numbers

Attorney General  
(888) 428-8436

**LEGAL NOTICE****ORDINANCE NO. O-93-24**

AN ORDINANCE GRANTING TO LEVEL 3 COMMUNICATIONS, LLC AND ITS AFFILIATES SUBSIDIARIES, SUCCESSORS, OR ASSIGNS; Level 3 Telecom of Kansas City, LLC AND ITS AFFILIATES SUBSIDIARIES, SUCCESSORS, OR ASSIGNS; and WiTel Communications, LLC AND ITS AFFILIATES SUBSIDIARIES, SUCCESSORS, OR ASSIGNS A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM WITHIN THE LIMITS OF THE CITY OF KANSAS CITY, KANSAS, PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS:

**SECTION 1. DEFINITIONS.**

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

a. "Access line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.

b. "Access line count" - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.

c. "Access line fee" - means a fee in an amount determined by the City, up to a maximum as set out in K.S.A. 12-2001(j), and amendments thereto, to be used by Grantee in calculating the amount of access line remittance.

d. "Access line remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the access line fee, as determined by the City, by the number of access lines served by Grantee within the City for each month in that calendar quarter.

e. "City" - means the Unified Government of Wyandotte County/Kansas City, Kansas, acting as a city within the limits of the former City of Kansas City, Kansas.

f. "Contract Franchise" - means this Ordinance granting the right, privilege and franchise to Grantee

**LEGAL NOTICE**

to provide telecommunications services within the City.

g. "Facilities" - means telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide telecommunication services.

h. "Grantee" - means collectively, Level 3 Communications, LLC, Level 3 Telecom of Kansas City, LLC and WiTel Communications, LLC each a telecommunications local exchange service provider providing local exchange service within the City. References to Grantee shall also include as appropriate any and all its affiliates, subsidiaries, successors, or assigns.

i. "Gross receipts" - shall mean only those receipts collected from within the corporate boundaries of the City enacting the contract franchise and which are derived from the following: (1) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification / busy interrupt revenue; (5) Local operator assistance revenue; (6) Nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. ; and (7) Revenue received by Grantee from resellers or others which use Grantee's facilities. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002, would have been included with the definition of gross receipts, such services shall be included from the date of the offering of such services within the City.

j. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the state Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.

k. "Public right-of-way" - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard

to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.

l. "Telecommunication services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**LEGAL NOTICE**

SECTION 2. GRANT OF CONTRACT FRANCHISE.

a. There is hereby granted to Grantee this nonexclusive contract franchise to construct, maintain, extend and operate its facilities along, across, upon or under any public right-of-way for the purpose of supplying Telecommunication services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract Franchise, subject to the terms and conditions of this Contract Franchise.

b. The grant of this Contract Franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this contract franchise. This Contract Franchise does not:

(1) Grant the right to use facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;

(2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or

(3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the facilities owned or controlled by the City or a third-party.

c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or City regulations (including, but not limited to those relating to the construction and use of the public right-of-way or other public property).

d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract Franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract Franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this Franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)

**LEGAL NOTICE**

(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.

e. This authority to occupy the public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

**SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.**

a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract Franchise, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

b. Grantee's use of the Public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the public right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to the City's ordinance for managing the use and occupancy of the Public right-of-way, and amendments thereto.

c. Grantee shall participate in the Kansas One Call utility location program.

**SECTION 4. COMPENSATION TO THE CITY.**

a. In consideration of this contract franchise, Grantee agrees to remit to the City a franchise fee of 5% of Gross receipts. To determine the franchise fee, Grantee shall calculate its gross receipts and multiply such receipts by 5%. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract Franchise shall continue to be based on a sum equal to 5% of Gross receipts, unless the City notifies Grantee prior to ninety (90) days before the end of the calendar year that it intends to switch to an Access line franchise fee in the following calendar year, provided that such Access line fee shall not exceed the maximum Access line fee allowed by Kansas statutes. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back, provided the City notifies Grantee prior to ninety (90) days before the end of the calendar year.

b. Every 36 months the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased access line fee or gross receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the access line fee.

c. Grantee shall pay on a quarterly basis without requirement for invoice or reminder from the City,

**LEGAL NOTICE**

and within forty-five (45) days of the last day of the month for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.

d. Upon written request by the City, but no more than once per quarter, Grantee shall submit a statement, executed by an authorized officer of Grantee or his or her designee, showing the manner in which the franchise fee was calculated for the period covered by the payment.

e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.

f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.

g. Unless previously paid, within sixty (60) days of the Effective Date of this Contract Franchise, Grantee shall pay to the City a one-time application fee of One Thousand (\$1,000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract Franchise.

h. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.

i. Grantee shall remit an access line (franchise) fee or gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider after the Effective Date of this Ordinance as defined in Section 14, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance.

j. The City warrants and agrees that, as of the Effective Date of this Ordinance (as defined in Section 14), Grantee does not owe any franchise fee or any other amounts to the City under any prior franchise agreement or ordinance between the City and Grantee or Grantee's predecessors-in-interest.

**SECTION 5. INDEMNITY AND HOLD HARMLESS.**

It shall be the responsibility of Grantee to take adequate measures to protect and defend its facilities in the Public right-of-way from harm or damage. If Grantee fails to accurately or timely locate facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801

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et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by its negligence or intentional conduct. The City and its authorized contractors shall be authorized to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.

Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the gross negligence of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining facilities in the Public right-of-way.

The indemnity provided by this Section 5 does not apply to any liability to the extent such liability results from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This Section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public right-of-way.

**SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND.**

a. During the term of this contract franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:

(1) Workers compensation as provided for under any workers compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.

(2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than \$2,000,000 combined single limit

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per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this contract franchise.

b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.

c. Grantee shall, as a material condition of this contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty days prior written notice.

d. Grantee shall, as a material condition of this contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of \$50,000, payable to the City to ensure the appropriate and timely performance in the construction and maintenance of facilities located in the public right-of-way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the Chief Counsel in form and substance.

**SECTION 7. REVOCATION AND TERMINATION.**

In case of failure on the part of Grantee to comply with any of the provisions of this Contract Franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract Franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this contract franchise shall be deemed revoked or terminated, provided that said revocation or termination shall not take effect until the City has completed the following procedures:

A. Before the City proceeds to revoke and terminate this Contract Franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract Franchise.

B. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract Franchise by an affirmative vote of the Board of Commissioners present at the meeting and voting, setting out the grounds upon which this Contract Franchise is to be re-

**LEGAL NOTICE**

voked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the Board of Commissioners' consideration, and shall have the right to address the Board of Commissioners regarding such matter. Furthermore, if the nature of the default is such that it cannot be reasonably cured within the above said sixty (60) day period, but in good faith Grantee has timely commenced its cure and is diligently prosecuting the completion of the same, Grantee shall be given a commercially reasonable additional period of time to complete its cure.

C. Upon any determination by the Board of Commissioners to revoke and terminate this Contract Franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Wyandotte County, Kansas. This Contract Franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee 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 Grantee to comply with any of the provisions of this Contract Franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract Franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

D. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law.

**SECTION 8. RESERVATION OF RIGHTS.**

a. The City specifically reserves its right and authority as a customer of Grantee and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.

b. 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, 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.

c. In granting its consent hereunder, Grantee 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, or 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.

d. In entering into this Contract Franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court

**LEGAL NOTICE**

of law are in any way prejudiced or waived. By entering into the Contract Franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee 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 9. FAILURE TO ENFORCE.**

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

**SECTION 10. TERM AND TERMINATION DATE.**

a. This contract franchise shall be effective for a term beginning on the Effective Date, and ending on that date which is ten (10) years thereafter. Thereafter, this Contract Franchise will automatically renew for up to five (5) additional two (2) year terms, unless either party notifies the other party of its intent to terminate or renegotiate the Contract Franchise at least one hundred eighty (180) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract Franchise and not as a new franchise or amendment.

b. Upon written request of either the City or Grantee, this Contract Franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract Franchise granted to Grantee or the compensation to be received by the City hereunder.

c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Contract Franchise. In the event of such invalidity, if Grantee is required by law to enter into a Contract Franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract Franchise.

d. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract Franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this Section.

e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract Franchise upon the termination date of this Contract

**LEGAL NOTICE**

Franchise, the parties by written mutual agreement may extend the termination date of this Contract Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract Franchise and not as a new contract franchise ordinance or amendment.

**SECTION 11. POINT OF CONTACT AND NOTICES**

Emergency notice by the City to Grantee may be made by telephone to the Lumen Network Operations Center at (877) 453-8353. Emergency notice by Grantee to the City may be made by telephone to the Unified Government Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, or by depositing such notice in the U.S. Mail, Certified Mail, return receipt requested. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. "Business day" for purposes of this Section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

The City:  
Unified Government of Wyandotte County/Kansas City, Kansas

701 N. 7th Street  
Kansas City, KS 66101  
Attn: Unified Government Clerk  
Grantee:  
Level 3 Communications, LLC  
931 14th Street  
Denver, CO 80202  
Attn: NIS/ROW Manager

Level 3 Telecom of Kansas City, LLC  
931 14th Street  
Denver, CO 80202  
Attn: NIS/ROW Manager

WilTel Communications, LLC  
931 14th Street  
Denver, CO 80202  
Attn: NIS/ROW Manager

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

**SECTION 12. TRANSFER AND ASSIGNMENT.**

This Contract Franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City, which shall not be unreasonably withheld, conditioned or delayed; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, or to any entity controlling, controlled by or under common control with Grantee. The parties acknowledge that said City consent shall only be with regard to the transfer or assignment of this Contract Franchise, and that, in accordance with Kansas Statute, the City does not have the authority to require City approval of transfers of ownership or control of the business or assets of Grantee. In the event of any transfer or assignment of either this Contract Franchise or Grantee's business or assets, Grantee shall timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations

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under this Contract Franchise with regard to indemnity, bonding, and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment. In the event an entity acquires substantially all of the assets of Grantee, said successor entity shall be allowed to operate under this Contract Franchise for up to one hundred eighty (180) days from the date of transfer; provided, within thirty (30) days from the date of transfer said successor entity makes application with the City for either a new ordinance or the transfer of this Contract Franchise and provides the City with written evidence satisfying the obligations under this Contract Franchise with regard to indemnity, bonding, and insurance.

**SECTION 13. CONFIDENTIALITY.**

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215, 60-432, and 66-1220a, et seq., and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including reasonable and documented attorney's fees, arising from the actions of Grantee, or of the City at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract Franchise.

**SECTION 14. ACCEPTANCE OF TERMS.**

Grantee shall have sixty (60) days after the final passage and approval of this Contract Franchise to file with the Unified Government Clerk its acceptance in writing of the provisions, terms and conditions of this Contract Franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Contract Franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the State of Kansas, and such contract shall be deemed effective on the later of the date Grantee files acceptance with the City or publication of this Contract Franchise in accordance with applicable Laws (the "Effective Date"). This Contract Franchise sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter, including but not limited to City Ordinance No. 0-32-99 (1999).

**SECTION 15. PAYMENT OF PUBLICATION COSTS.**

In accordance with Kansas statute, Grantee shall be responsible for payment of all costs and expense of publishing this Contract Franchise, and any amendments thereof.

**SECTION 16. SEVERABILITY.**

If any clause, sentence, or section of this Contract Franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may

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elect to declare the entire Contract Franchise invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract Franchise.

**SECTION 17. FORCE MAJEURE.**

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

**SECTION 18. PUBLICATION.**

The City Clerk is hereby directed to publish this Ordinance once in the, The Wyandotte County Echo, the official Unified Government newspaper.

PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,

THIS 1st DAY OF AUGUST 2024.

*Tyrone Garner*

Tyrone Garner, Mayor/CEO  
ATTEST:  
APPROVED AS TO FORM:  
Unified Government Clerk  
Assistant Counsel  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**ORDINANCE NO. 0-94-24**

AN ORDINANCE GRANTING TO CENTURYLINK COMMUNICATIONS, LLC AND ITS AFFILIATES SUBSIDIARIES, SUCCESSORS, OR ASSIGNS A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM WITHIN THE LIMITS OF THE CITY OF KANSAS CITY, KANSAS, PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

**SECTION 1. DEFINITIONS.**

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

a. "Access line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local ex-



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change service provider or private line service arrangements.

b. "Access line count" - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.

c. "Access line fee" - means a fee in an amount determined by the City, up to a maximum as set out in K.S.A. 12-2001(j), and amendments thereto, to be used by Grantee in calculating the amount of access line remittance.

d. "Access line remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the access line fee, as determined by the City, by the number of access lines served by Grantee within the City for each month in that calendar quarter.

e. "City" - means the Unified Government of Wyandotte County/Kansas City, Kansas, acting as a city within the limits of the former City of Kansas City, Kansas.

f. "Contract Franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to provide telecommunications services within the City.

g. "Facilities" - means telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide telecommunication services.

h. "Grantee" - means CenturyLink Communications, LLC, a telecommunications local exchange service provider providing local exchange service within the City. References to Grantee shall also include as appropriate any and all its affiliates, subsidiaries, successors, or assigns.

i. "Gross receipts" - shall mean only those receipts collected from within the corporate boundaries of the City enacting the contract franchise and which are derived from the following: (1) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/ busy interrupt revenue; (5) Local operator assistance revenue; (6) Nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills.; and (7) Revenue received by Grantee from resellers or others which use Grantee's facilities. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1,

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2002, would have been included with the definition of gross receipts, such services shall be included from the date of the offering of such services within the City.

j. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the state Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.

k. "Public right-of-way" - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.

l. "Telecommunication services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**SECTION 2. GRANT OF CONTRACT FRANCHISE.**

a. There is hereby granted to Grantee this nonexclusive contract franchise to construct, maintain, extend and operate its facilities along, across, upon or under any public right-of-way for the purpose of supplying Telecommunication services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract Franchise, subject to the terms and conditions of this Contract Franchise.

b. The grant of this Contract Franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this contract franchise. This Contract Franchise does not:

(1) Grant the right to use facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;

(2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or

(3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the facilities owned or controlled by the City or a third-party.

c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to,

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the City, the FCC or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or City regulations (including, but not limited to those relating to the construction and use of the public right-of-way or other public property).

d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract Franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract Franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this Franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c) (2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.

e. This authority to occupy the public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

**SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.**

a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract Franchise, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

b. Grantee's use of the Public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the public right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to the City's ordinance for managing the use and occupancy of the Public right-of-way, and amendments thereto.

c. Grantee shall participate in the Kansas One Call utility location program.

**SECTION 4. COMPENSATION TO THE CITY.**

a. In consideration of this contract franchise, Grantee agrees to remit to the City a franchise fee of 5% of Gross receipts. To determine the franchise fee, Grantee shall calculate its gross receipts and multiply such receipts by 5%. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract Franchise shall continue to be based on a sum equal to 5% of Gross receipts, unless the City notifies Grantee prior to ninety (90) days before the end of the calendar year that

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it intends to switch to an Access line franchise fee in the following calendar year, provided that such Access line fee shall not exceed the maximum Access line fee allowed by Kansas statutes. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back, provided the City notifies Grantee prior to ninety (90) days before the end of the calendar year.

b. Every 36 months the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased access line fee or gross receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the access line fee.

c. Grantee shall pay on a quarterly basis without requirement for invoice or reminder from the City, and within forty-five (45) days of the last day of the month for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.

d. Upon written request by the City, but no more than once per quarter, Grantee shall submit a statement, executed by an authorized officer of Grantee or his or her designee, showing the manner in which the franchise fee was calculated for the period covered by the payment.

e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.

f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.

g. Unless previously paid, within sixty (60) days of the Effective Date of this Contract Franchise, Grantee shall pay to the City a one-time application fee of One Thousand (\$1,000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract Franchise.

h. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.

i. Grantee shall remit an access line (franchise) fee or gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider after the Effective Date of this Ordinance as defined in Section

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14, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance.

j. The City warrants and agrees that, as of the Effective Date of this Ordinance (as defined in Section 14), Grantee does not owe any franchise fee or any other amounts to the City under any prior franchise agreement or ordinance between the City and Grantee or Grantee's predecessors-in-interest.

**SECTION 5. INDEMNITY AND HOLD HARMLESS.**

It shall be the responsibility of Grantee to take adequate measures to protect and defend its facilities in the Public right-of-way from harm or damage. If Grantee fails to accurately or timely locate facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by its negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.

Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the gross negligence of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining facilities in the Public right-of-way.

The indemnity provided by this Section 5 does not apply to any liability to the extent such liability results from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This Section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public right-of-way.

**SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND.**

a. During the term of this

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contract franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:

(1) Workers compensation as provided for under any workers compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.

(2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this contract franchise.

b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.

c. Grantee shall, as a material condition of this contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty days prior written notice.

d. Grantee shall, as a material condition of this contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of \$50,000, payable to the City to ensure the appropriate and timely performance in the construction and maintenance of facilities located in the public right-of-way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the Chief Counsel in form and substance.

**SECTION 7. REVOCATION AND TERMINATION.**

In case of failure on the part of Grantee to comply with any of the provisions of this Contract Franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract Franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate

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and become null and void, and this contract franchise shall be deemed revoked or terminated, provided that said revocation or termination shall not take effect until the City has completed the following procedures:

A. Before the City proceeds to revoke and terminate this Contract Franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract Franchise.

B. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract Franchise by an affirmative vote of the Board of Commissioners present at the meeting and voting, setting out the grounds upon which this Contract Franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the Board of Commissioners' consideration, and shall have the right to address the Board of Commissioners regarding such matter. Furthermore, if the nature of the default is such that it cannot be reasonably cured within the above said sixty (60) day period, but in good faith Grantee has timely commenced its cure and is diligently prosecuting the completion of the same, Grantee shall be given a commercially reasonable additional period of time to complete its cure.

C. Upon any determination by the Board of Commissioners to revoke and terminate this Contract Franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Wyandotte County, Kansas. This Contract Franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee 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 Grantee to comply with any of the provisions of this Contract Franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract Franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

D. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law.

**SECTION 8. RESERVATION OF RIGHTS.**

a. The City specifically reserves its right and authority as a customer of Grantee and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.

b. In granting its consent

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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, 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.

c. In granting its consent hereunder, Grantee 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, or 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.

d. In entering into this Contract Franchise, neither the City's nor Grantee'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 entering into the Contract Franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee 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 9. FAILURE TO ENFORCE.**

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

**SECTION 10. TERM AND TERMINATION DATE.**

a. This contract franchise shall be effective for a term beginning on the Effective Date, and ending on that date which is ten (10) years thereafter. Thereafter, this Contract Franchise will automatically renew for up to five (5) additional two (2) year terms, unless either party notifies the other party of its intent to terminate or renegotiate the Contract Franchise at least one hundred eighty (180) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract Franchise and not as a new franchise or amendment.

b. Upon written request of either the City or Grantee, this Contract Franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract Franchise granted to Grantee or the compensation to be received by the City hereunder.

c. In any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto,

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shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Contract Franchise. In the event of such invalidity, if Grantee is required by law to enter into a Contract Franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract Franchise.

d. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract Franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this Section.

e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract Franchise upon the termination date of this Contract Franchise, the parties by written mutual agreement may extend the termination date of this Contract Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract Franchise and not as a new contract franchise ordinance or amendment.

**SECTION 11. POINT OF CONTACT AND NOTICES**

Emergency notice by the City to Grantee may be made by telephone to the Lumen Network Operations Center at (877) 453-8353. Emergency notice by Grantee to the City may be made by telephone to the Unified Government Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, or by depositing such notice in the U.S. Mail, Certified Mail, return receipt requested. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. "Business day" for purposes of this Section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

The City:

Unified Government of Wyandotte County/Kansas City, Kansas

701 N. 7th Street  
Kansas City, KS 66101  
Attn: Unified Government Clerk

Grantee:  
CenturyLink Communications, LLC

Attn: NIS/ROW Manage  
931 14th Street  
Denver, CO 80202

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

**SECTION 12. TRANSFER AND ASSIGNMENT.**

This Contract Franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City, which shall not be unreasonably withheld, conditioned or delayed; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, or to any entity controlling, controlled by or under common control with Grantee. The parties acknowledge

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that said City consent shall only be with regard to the transfer or assignment of this Contract Franchise, and that, in accordance with Kansas Statute, the City does not have the authority to require City approval of transfers of ownership or control of the business or assets of Grantee. In the event of any transfer or assignment of either this Contract Franchise or Grantee's business or assets, Grantee shall timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations under this Contract Franchise with regard to indemnity, bonding, and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment. In the event an entity acquires substantially all of the assets of Grantee, said successor entity shall be allowed to operate under this Contract Franchise for up to one hundred eighty (180) days from the date of transfer; provided, within thirty (30) days from the date of transfer said successor entity makes application with the City for either a new ordinance or the transfer of this Contract Franchise and provides the City with written evidence satisfying the obligations under this Contract Franchise with regard to indemnity, bonding, and insurance.

**SECTION 13. CONFIDENTIALITY.**

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215, 60-432, and 66-1220a, et seq., and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including reasonable and documented attorney's fees, arising from the actions of Grantee, or of the City at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract Franchise.

**SECTION 14. ACCEPTANCE OF TERMS.**

Grantee shall have sixty (60) days after the final passage and approval of this Contract Franchise to file with the Unified Government Clerk its acceptance in writing of the provisions, terms and conditions of this Contract Franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Contract Franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the State of Kansas, and such contract shall be deemed effective on the later of the date Grantee files acceptance with the City or publication of this Contract Franchise in accordance with applicable Laws (the "Effective Date"). This Contract Franchise sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter, including but not limited to City Ordinance No. 0-32-99 (1999).

**SECTION 15. PAYMENT OF****LEGAL NOTICE****PUBLICATION COSTS.**

In accordance with Kansas statute, Grantee shall be responsible for payment of all costs and expense of publishing this Contract Franchise, and any amendments thereto.

**SECTION 16. SEVERABILITY.**

If any clause, sentence, or section of this Contract Franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Contract Franchise invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract Franchise.

**SECTION 17. FORCE MAJEURE.**

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

**SECTION 18. PUBLICATION.**

The City Clerk is hereby directed to publish this Ordinance once in the, The Wyandotte County Echo, the official Unified Government newspaper.

PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,

THIS 1st DAY OF AUGUST 2024.

*Tyrone Garner*

Tyrone Garner, Mayor/CEO  
ATTEST: APPROVED AS TO FORM:

Unified Government Clerk  
Assistant Counsel  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**ORDINANCE NO. O-95-24 SP2024-030**

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2024-030, commonly known as 5510 Kansas Avenue, Kansas City, Kansas, legally described as:

Tract I: A tract of land in the Southeast Quarter of Section 14, Township 11 South, Range 24 East of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 14, thence North 446.30 feet along the East line of the Southeast Quarter of said Section 14; thence West 57.94 feet, at right angles to said East line, to a point on the West right-of-way line of

**LEGAL NOTICE**

55th Street, as now established, said point also being the True Point of Beginning; thence West 442.06 feet; thence North 126.874 feet, thence East 450.81 feet to a point on the West right-of-way line of said 55th Street; thence South 3 degrees 56 minutes 37 seconds West 127.17 feet, along said West right-of-way line, to the True Point of Beginning of the tract herein described, except as to all minerals reserved upon the terms and provisions of Quit Claim Deeds from The Atchison, Topeka and Santa Fe Railway Company recorded February 11, 1963, as Document No. 652407 in Book 1827 at Page 571 and recorded January 29, 1965, as Document No. 680649 in Book 1942 at Page 393 and in Statement of Claims recorded May 22, 1986, as Document No. 1008193 in Book 3140 at Page 732.

Tract II: A tract of land in the Southeast Quarter of Section 14, Township 11 South, Range 24 East of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Beginning at a point on the South line of the Southeast Quarter of the Southeast Quarter of said Section 14, 74 feet West of the Southeast corner of said Quarter Quarter Section; thence North 212.78 feet; thence North 3 degrees 56 minutes 37 seconds East, a distance of 233.79 feet to a point 446.30 feet North of and 57.94 feet West of said Southeast corner of said Quarter Quarter Section; then West a distance of 442.06 feet; thence South a distance of 97.28 feet to a point of curve; thence Southeasterly along the arc of a curve concave to the Northeast at a distance of 358.19 feet to a point 40 feet Northerly of, measured at right angles from said Quarter Quarter Section line; thence South 87 degrees 47 minutes East, along a line 40 feet Northerly of, normally distant from and parallel to said South Quarter Quarter Section line, a distance of 233.68 feet; thence South, a distance of 40 feet to said South Quarter Quarter Section line; thence South 89 degrees 47 minutes East, along said South Quarter Quarter Section line a distance of 36 feet to the point of beginning, except that part in roads and except as to all minerals reserved upon terms and provisions of Quit Claim Deed form the Atchison, Topeka and Santa Fe Railway Company, recorded April 22, 1966 as Document No. 699415 in Book 1980 at Page 347 and in Statement of Claims recorded May 22, 1986, as Document No. 1008194 in Book 3140 at Page 735. Located at approximately 5510 Kansas Avenue, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for a 10-day hazardous material/waste transfer station.

Section 3. Conditions and Stipulations. The Special Use permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, condi-

**LEGAL NOTICE**

tions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. Per landscaping and screening requirements, a landscape plan showing trees and bushes along the edge of the property, as well as a six (6) foot tall screening fence, shall be provided to staff. The screening fence shall have masonry columns every 32 feet;

2. The applicant shall submit for a DRC Building Permit for a Change of Occupancy to the H3 Classification;

3. All materials on-site must be in a trailer or in the building, in a secure area;

4. The parking lot in places is in disrepair. The applicant shall either repair or repave these areas;

5. Storage of hazardous/flammable material in excess of 2018 IFC storage limits would require a reclassification of the building occupancy to H3 and require fire alarm/sprinkler installation. Project must also address spill containment, mitigation, monitoring and drainage per 2018 IFC Chapter(s) 50 and 57 and NFPA 30;

6. Storage of hazardous/flammable material outside the building must be in code compliant outdoor storage areas per Sec. 5004, 2018 IFC and address spill containment, mitigation, monitoring and drainage and applicable EPA requirements. And be stored in code compliant outdoor storage containers per 2018 IFC Chapter(s) 50 and 57 and NFPA 30;

7. The Subject Property has been identified as being within a floodplain. The Applicant shall review the Floodplain Management Ordinance and obtain the necessary local, State, and Federal floodplain permits before the construction or alteration of any structure the floodplain prior to obtaining a building permit;

8. The Subject Property is within a 100-year Special Flood Hazard Area (SFHA). A SFHA is defined as the area that would be inundated by the flood event having a 1 percent chance of being equaled or exceeded in any given year. Before the alteration to or construction of any new structure on the subject property, the applicant shall submit the following required information for review:

o A Survey shall be provided showing the property lines, setbacks, proposed and existing building elevations, 100-year floodplain and/or floodway shall be designated, the base flood elevation provided, FIRM panel number, and effective date shall be included. The Survey is required to be signed and sealed by and Kansas licensed surveyor or engineer;

9. The Subject Property, being within the SFHA, shall comply with the following requirements of the floodplain ordinance for all new construction, subdivision proposals, substantial-improvements, prefabricated structures, placement of manufactured homes, and other development:

o Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

o Construction with materials resistant to flood damage;

o Utilization of methods and practices that minimize flood

**LEGAL NOTICE**

damages;

o All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

o New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination from them during flooding; and,

o Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:

\* All such proposals are consistent with the need to minimize flood damage;

\* All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;

\* Adequate drainage is provided so as to reduce exposure to flood hazards; and,

\* All proposals for development, including proposals for manufactured home parks and subdivisions, of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data;

10. The Subject Property, being within the SFHA, shall comply with the following requirements of the floodplain ordinance for the Storage of Materials and Equipment:

o The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.

o Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning;

11. Section 27-699(b)(5) states that all outside bins or trash container areas must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right-of-way. In commercially and industrially zoned areas where the trash container will not be visible from off the property due to other screening or topographic conditions and will not be visible from public parking or pedestrian areas on the site, such trash bin screening need not be provided. In industrially zoned areas where the trash container will not be visible from residential property and where such containers are kept directly alongside the building and in a well-kept manner, such screening need not be provided;

12. All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;

13. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected,

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installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;

14. If approved, occupying businesses must file and maintain a current business occupation tax application with this office;

15. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;

16. All existing and future driveways must feature curb cuts that are constructed to UG standards;

17. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;

18. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;

19. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

20. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the

**LEGAL NOTICE**

subject property is located;

21. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;

22. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,

23. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS 1st DAY OF AUGUST, 2024.

*Signature of Tyrone Garner*

TYRONE GARNER  
MAYOR/CEO

Attest:  
Unified Government Clerk  
APPROVED AS TO FORM:  
CHIEF COUNSEL  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**NOTICE  
BOZA2024-021**

Notice is hereby given that the Board of Zoning Appeals of Kansas City, Kansas will hold a public hearing on Monday, the 9th of September, 2024 at 6:00 p.m., in the Commission Chamber of the Municipal Office Building, 701 North 7th Street Trafficway (Lobby Level), Kansas City, Kansas, on the appeal of Chris Williams for a variance in the planning and zoning regulations on property located at 4610 Kansas Avenue, Kansas City, Kansas 66106, zoned M-3 Heavy Industrial District.

Variance #1: This appeal has been filed to grant variance from the maximum number of allowed monument signs in the M-3 Heavy Industrial District. Section 27-728(c) - Table VIII-11-9 states that only one (1) monument sign is allowed, as there is only one (1) entrance, and less than 1,000

**LEGAL NOTICE**

linear square feet of frontage. The appellant is requesting two (2) signs, a violation of one (1) sign.

Variance #2: This appeal has been filed to grant variance from the maximum sign area allowed for monument signs in the M-3 Heavy Industrial District. Section 27-728(c) - Table VIII-11-9 states that the sign area shall not be more than 100 square feet. The appealing is requesting 242 square feet between the two (2) signs, a violation of 142 square feet.

All persons interested in said premises, and all persons owning property in said neighborhood who desire to be heard, either for or against such appeal, are invited to appear at the time and place above mentioned.

BOARD OF ZONING APPEALS  
BY: JEFF CARSON  
CHAIRMAN  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**NOTICE  
BOZA2024-022**

Notice is hereby given that the Board of Zoning Appeals of Kansas City, Kansas will hold a public hearing on Monday, the 9th of September, 2024 at 6:00 p.m., in the Commission Chamber of the Municipal Office Building, 701 North 7th Street Trafficway (Lobby Level), Kansas City, Kansas, on the appeal of Austin Thompson for a variance in the planning and zoning regulations on property located at 569 Shawnee Road, Kansas City, Kansas 66103, zoned R-2(B) Two-Family District

Variance #1: This appeal has been filed to grant variance from the minimum allow lot width in the R-2(B) Two-Family District. Section 27-457(3)(a) states lot width must be "Not less than 50 feet measured at the building line". The appellant is requesting widths of 26.96 feet for Tract 1 and 26.52 feet for Tract 2, a violation of 23.04 feet and 23.48 feet respectively.

Variance #2: This appeal has been filed to grant a variance from the maximum depth-to-width ratio. Section 27-280(b) states that the depth of a lot shall not exceed three (3) times the width. The appellant is requesting depth to width ratios of 5:1 for Tract 1 and 5.1:1 Tract 2, a violation of 67% and 70% respectively.

All persons interested in said premises, and all persons owning property in said neighborhood who desire to be heard, either for or against such appeal, are invited to appear at the time and place above mentioned.

BOARD OF ZONING APPEALS  
BY: JEFF CARSON  
CHAIRMAN  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**REZONING NOTICE  
COZ2024-025**

Notice is hereby given that the Planning Commission of Kansas City, Kansas will hold a public hearing on the 9th of September 2024 at 6:30 p.m., Via Zoom Meeting (and in-person in the Commission Chamber of the Municipal Office Building, 701 North 7th Street, Lobby Level), upon the petitioned change of zone from A-G Agriculture District to MP-2 Planned General Industrial District on the following described

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property:

TRACT 1:  
A tract of land in the East 1/2 of the West 2/5 of the Northwest Quarter of the Northeast Quarter of Section 12, Township 11 South, Range 23 East of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 12; thence North 89 degrees, 51 minutes, 29 seconds East 529.89 feet, along the North line of the Northeast Quarter of said Section 12, to a point on the East line of the East 1/2 of the West 2/5 of the Northwest Quarter of the Northeast Quarter of said Section 12; thence South 0 degrees, 11 minutes, 01 seconds West 436.70 feet, along said East line to the true point of beginning; thence South 0 degrees, 11 minutes, 01 seconds West 885.00 feet, along said East line to the South line of the East 1/2 of the West 2/5 of the Northwest Quarter of the Northeast Quarter of said Section 12; thence North 89 degrees, 57 minutes, 12 seconds West 27.74 feet along said South line; thence North 0 degrees, 11 minutes, 01 seconds East 885.00 feet; thence South 89 degrees, 57 minutes, 12 seconds East 27.74 feet to the true point of beginning of the tract herein described.

TRACT 2:  
A tract of land in the East 1/2 of the West 2/5 of the Northwest Quarter of the Northeast Quarter of Section 12, Township 11 South, Range 23 East of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 12; thence North 89 degrees, 51 minutes, 29 seconds East 264.94 feet, along the North line of the Northeast Quarter of said Section 12, to a point on the West line of the East 1/2 of the West 2/5 of the Northwest Quarter of the Northeast Quarter of said Section 12; thence South 0 degrees, 12 minutes, 17 seconds West 820.83 feet, along said West line to the true point of beginning; thence South 89 degrees, 57 minutes, 12 seconds East 237.50 feet; thence South 0 degrees, 11 minutes, 01 seconds West 500.00 feet to a point on the South line of the East 1/2 of the West 2/5 of the Northwest Quarter of the Northeast Quarter of said Section 12; thence North 89 degrees, 57 minutes, 12 seconds West 237.69 feet, along said South line, to a point on the West line of the East 1/2 of the West 2/5 of the line, to a point on the West line of the East 1/2 of the West 2/5 of the Northwest Quarter of the Northeast Quarter of said Section 12; thence North 0 degrees, 12 minutes, 17 seconds East 500.00 feet, along said West line to the true point of beginning of the tract herein described.

TRACT 3:  
The East 1/3 of the West 3/5 of the Northwest Quarter of the Northeast Quarter of Section 12, Township 11, Range 23, and also the West 1/2 of the East 2/5 of the Northwest Quarter of the Northeast Quarter of Section 12, Township 11, Range 23, Kansas City, Wyandotte County, Kansas, less that part taken or used for road purposes.

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Less and except the following described tract: A tract of land in the East 1/3 of the West 3/5 of the Northwest Quarter of the Northeast Quarter of Section 12, Township 11 South, Range 23 East of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 12; thence North 89 degrees, 51 minutes, 29 seconds East 529.89 feet, along the North line of the Northeast Quarter of said Section 12, to a point on the West line of the East 1/3 of the West 3/5 of the Northwest Quarter of said Section 12; thence South 0 degrees, 11 minutes, 01 seconds West 98.50 feet along said West line to a point on the South right of way line of State Avenue (U.S. Highway 24-40-73), said point also being the true point of beginning; thence North 89 degrees, 49 minutes, 24 seconds East 110.00 feet, along the South right of way line; thence South 0 degrees, 11 minutes, 01 seconds West 223.20 feet; thence South 89 degrees, 49 minutes, 24 seconds West 110.00 feet to a point on the West line of the East 1/3 of the West 3/5 of the Northwest Quarter of said Section 12; thence North 0 degrees, 11 minutes, 01 seconds East 223.20 feet, along said West line to the true point of beginning of the tract herein described. Less that part taken or used for road purposes, including, but not limited to that taken in Condemnation Case No. 64824-B and evidenced in Book 2533 at Page 621.

TRACT 4:  
A tract of land in the East 1/3 of the West 3/5 of the Northwest Quarter of the Northeast Quarter of Section 12, Township 11 South, Range 23 East of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 12; thence North 89 degrees, 51 minutes, 29 seconds East 529.89 feet, along the North line of the Northeast Quarter of said Section 12, to a point on the West line of the East 1/3 of the West 3/5 of the Northwest Quarter of the Northeast Quarter of said Section 12; thence South 0 degrees, 11 minutes, 01 seconds West 98.50 feet along said West line to a point on the South right of way line of State Avenue (U.S. Highway 24-40-73), said point also being the true point of beginning; thence North 89 degrees, 49 minutes, 24 seconds East 110.00 feet, along the South right of way line; thence South 0 degrees, 11 minutes, 01 seconds West 223.20 feet; thence South 89 degrees, 49 minutes, 24 seconds West 110.00 feet to a point on the West line of the East 1/3 of the West 3/5 of the Northwest Quarter of the Northeast Quarter of said Section 12; thence North 0 degrees, 11 minutes, 01 seconds East 223.20 feet, along said West line to the true point of beginning of the tract herein described.

TRACT 5:  
The East 1/2 of the West 2/5 of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 11, Range 23, Kansas City, Wyandotte County, Kansas, less that part taken or used for road purposes. Less that part taken or used for road

**LEGAL NOTICE**

purposes, including, but not limited to that taken in Condemnation Case No. 64824-B and evidenced in Book 2533 at Page 621.

Less the following described tract: A tract of land in the East 1/2 of the West 2/5 of the Northwest Quarter of the Northeast Quarter of Section 12, Township 11 South, Range 23 East of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 12; thence North 89 degrees, 51 minutes, 29 seconds East 529.89 feet, along the North line of the Northeast Quarter of said Section 12, to a point on the East line of the East 1/2 of the West 2/5 of the Northwest Quarter of the Northeast Quarter of said Section 12; thence South 0 degrees, 11 minutes, 01 seconds West 436.70 feet, along said East line to the true point of beginning; thence South 0 degrees, 11 minutes, 01 seconds West 885.00 feet, along said East line to the South line of the East 1/2 of the West 2/5 of the Northwest Quarter of the Northeast Quarter of said Section 12; thence North 89 degrees, 57 minutes, 12 seconds West 27.74 feet along said South line; thence North 0 degrees, 11 minutes, 01 seconds East 885.00 feet; thence South 89 degrees, 57 minutes, 12 seconds East 27.74 feet to the true point of beginning of the tract herein described. Less and except the following described tract: A tract of land in the East 1/2 of the West 2/5 of the Northwest Quarter of the Northeast Quarter of Section 12, Township 11 South, Range 23 East of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 12; thence North 89 degrees, 51 minutes, 29 seconds East 264.94 feet, along the North line of the Northeast Quarter of said Section 12, to a point on the West line of the East 1/2 of the West 2/5 of the Northwest Quarter of the Northeast Quarter of said Section 12; thence South 0 degrees, 12 minutes, 17 seconds West 820.83 feet, along said West line to the true point of beginning; thence South 89 degrees, 57 minutes, 12 seconds East 237.50 feet; thence South 0 degrees, 11 minutes, 01 seconds West 500.00 feet to a point on the South line of the East 1/2 of the West 2/5 of the Northwest Quarter of the Northeast Quarter of said Section 12; thence North 89 degrees, 57 minutes, 12 seconds West 237.69 feet, along said South line, to a point on the West line of the East 1/2 of the West 2/5 of the Northwest Quarter of the Northeast Quarter of said Section 12; thence North 0 degrees, 12 minutes, 17 seconds East 500.00 feet, along said West line to the true point of beginning of the tract herein described. Located at approximately 9711 State Avenue, Kansas City, Kansas.

All persons interested in said premises and all persons owning property in said neighborhood who desire to be heard, either for or against such rezoning, are invited to appear at the time and place above mentioned.

THE CITY PLANNING COM-

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MISSION  
BY: JEFF CARSON  
CHAIRMAN  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**REZONING NOTICE  
COZ2024-026**

Notice is hereby given that the Planning Commission of Kansas City, Kansas will hold a public hearing on the 9th of September 2024 at 6:30 p.m., Via Zoom Meeting (and in-person in the Commission Chamber of the Municipal Office Building, 701 North 7th Street, Lobby Level), upon the petitioned change of zone from R-1(B) Single Family District to RP-5 Planned Apartment District on the following described property:

ALL OF LOTS 24 THROUGH 30, BLOCK 3, FOREST GROVE AND ADJACENT ALLEY VACATED ADJACENT TO LOT 25, FOREST GROVE, A SUBDIVISION OF LAND IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LOCATED AT APPROXIMATELY 313 NORTH 10TH STREET, KANSAS CITY, KANSAS.

All persons interested in said premises and all persons owning property in said neighborhood who desire to be heard, either for or against such rezoning, are invited to appear at the time and place above mentioned.

THE CITY PLANNING COMMISSION  
BY: JEFF CARSON  
CHAIRMAN  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**CERTIFICATE OF  
APPROPRIATENESS  
CA2024-0[MJ1]11**

Notice is hereby given that the Landmarks Commission of Kansas City, Kansas will hold a public hearing on the 3rd day of September 2024, at 6:00 p.m. via Zoom Webinar, and in the Commission Chamber of the Municipal Office Building, 701 North 7th Street, Lobby Level, Kansas City, Kansas, upon the petitioned application: Certificate of Appropriateness for the rehabilitation of a home at 2145 New Jersey Avenue, Kansas City, Kansas.

All persons interested in said application who desire to be heard, either for or against such designation, are invited to participate at the time and date above.

THE LANDMARKS COMMISSION  
BY: DAVID MEDITZ  
CHAIRMAN  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**CERTIFICATE OF  
APPROPRIATENESS  
CA2024-012[MJ2]**

Notice is hereby given that the Landmarks Commission of Kansas City, Kansas will hold a public hearing on the 3rd day of September 2024, at 6:00 p.m. via Zoom Webinar and in the Commission Chamber of the Municipal Office Building, 701 North 7th Street, Lobby Level, Kansas City, Kansas, upon the petitioned application:

Certificate of Appropriateness for rehabilitation of a home at

**LEGAL NOTICE**

3009 North 11th Street, Kansas City, Kansas.

All persons interested in said application who desire to be heard, either for or against such designation, are invited to participate at the time and date above.

THE LANDMARKS COMMISSION  
BY: DAVID MEDITZ  
CHAIRMAN  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**SPECIAL PERMIT NOTICE  
SP2024-52**

Notice is hereby given that the Planning Commission of Kansas City, Kansas will hold a public hearing on the 9th of September 2024 at 6:30 p.m., via Zoom Webinar (and in-person in the Commission Chamber of the Municipal Office Building, 701 North 7th Street, Lobby Level) for Renewal of a Special Use Permit (SP2023-035) for a Short-Term Rental on the following described property:

Marty's Park, a subdivision of land in Kansas City, Wyandotte County, Kansas, Block 3, Lot 16, located at approximately 3716 Springfield Street, Kansas City, Kansas.

All persons interested in said premises and all persons owning property in said neighborhood who desire to be heard, either for or against, are invited to appear at the time and place above mentioned.

THE CITY PLANNING COMMISSION  
BY: JEFF CARSON  
CHAIRMAN  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**SPECIAL PERMIT NOTICE  
SP2024-053**

Notice is hereby given that the Planning Commission of Kansas City, Kansas will hold a public hearing on the 9th of September 2024 at 6:30 p.m., via Zoom Webinar (and in-person in the Commission Chamber of the Municipal Office Building, 701 North 7th Street, Lobby Level) for Renewal of a Special Use Permit (SP2023-033) for a Short-Term Rental on the following described property:

Cox Addition, an addition of land in Kansas City, Wyandotte County Kansas, Section 34, Township 11, Range 25, Block 2, Lot 21, located at approximately 4016 Springfield, Kansas City, Kansas.

All persons interested in said premises and all persons owning property in said neighborhood who desire to be heard, either for or against, are invited to appear at the time and place above mentioned.

THE CITY PLANNING COMMISSION  
BY: JEFF CARSON  
CHAIRMAN  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**SPECIAL PERMIT NOTICE  
SP2024-054**

Notice is hereby given that the Planning Commission of Kansas City, Kansas will hold a public hearing on the 9th of September 2024 at 6:30 p.m., via Zoom Webinar (and in-person in the Commission Chamber of the Municipal Office Building, 701 North 7th Street, Lobby Level) for Renewal of

**LEGAL NOTICE**

a Special Use Permit (SP2022-053) for a community garden, storage containers, and greenhouse on the following described property:  
B9 L1 TO L6 AND VACATED STREET ADJACENT, WYANDOTTE CITY, A SUBDIVISION OF WYANDOTTE COUNTY, KANSAS CITY, KANSAS, LOCATED AT APPROXIMATELY 1810 NORTH 1ST STREET, KANSAS CITY, KANSAS.

All persons interested in said premises and all persons owning property in said neighborhood who desire to be heard, either for or against, are invited to appear at the time and place above mentioned.

THE CITY PLANNING COMMISSION  
BY: JEFF CARSON  
CHAIRMAN  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**SPECIAL PERMIT NOTICE  
SP2024-055**

Notice is hereby given that the Planning Commission of Kansas City, Kansas will hold a public hearing on the 9th of September 2024 at 6:30 p.m., via Zoom Webinar (and in-person in the Commission Chamber of the Municipal Office Building, 701 North 7th Street, Lobby Level) for Renewal of a Special Use Permit (SP2022-052) to continue to keep storage containers and a moveable high-tunnel for a training farm and community garden on the following described property:

The South undeveloped portion of Juniper Gardens Complex, Section 3, Township 11, Range 25, bounded by Richmond Avenue, 3rd Street, Stewart Avenue and area bounded on East by City of Kansas City, Kansas, located at approximately 1900 North 1st Street, Kansas City, Kansas.

All persons interested in said premises and all persons owning property in said neighborhood who desire to be heard, either for or against, are invited to appear at the time and place above mentioned.

THE CITY PLANNING COMMISSION  
BY: JEFF CARSON  
CHAIRMAN  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**SPECIAL PERMIT NOTICE  
SP2024-056**

Notice is hereby given that the Planning Commission of Kansas City, Kansas will hold a public hearing on the 9th of September 2024 at 6:30 p.m., via Zoom Webinar (and in-person in the Commission Chamber of the Municipal Office Building, 701 North 7th Street, Lobby Level) for Renewal of a Special Use Permit (SP2022-069) for live entertainment in conjunction with an existing restaurant on the following described property:  
S12,T11,R24, BEG 1090.1FTE OF NW CORNE 1/4, S04E-98.39FT TO TPOB; E 205FT, S185FT, W 191.91FT, N04W- 185.36FT TO POB CONTG 0.84AC, located at approximately 4929 State Avenue, Kansas City, Kansas.

All persons interested in said premises and all persons owning property in said neighborhood who desire to be heard, either for or against, are invited to appear at the time and place above mentioned.

THE CITY PLANNING COMMISSION

**LEGAL NOTICE**

BY: JEFF CARSON  
CHAIRMAN  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**SPECIAL PERMIT NOTICE  
SP2024-057**

Notice is hereby given that the Planning Commission of Kansas City, Kansas will hold a public hearing on the 9th of September 2024 at 6:30 p.m., via Zoom Webinar (and in-person in the Commission Chamber of the Municipal Office Building, 701 North 7th Street, Lobby Level) for Renewal of a Special Use Permit (SP-2016-30) for a volleyball training facility on the following described property:

Section 28, Township 11, Range 24, beginning 203 feet East and 20 feet North of the Southwest Corner of the Southeast 1/4 of the Southeast 1/4; thence North 562.43 feet; thence North 54 feet; thence East 570.5 feet; thence South 889.13 feet; thence West 464 feet to the point of beginning, containing 7.73 acres, more or less, located at approximately 7120 Gibbs Road, Kansas City, Kansas.

All persons interested in said premises and all persons owning property in said neighborhood who desire to be heard, either for or against, are invited to appear at the time and place above mentioned.

THE CITY PLANNING COMMISSION  
BY: JEFF CARSON  
CHAIRMAN  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**SPECIAL PERMIT NOTICE  
SP2024-058**

Notice is hereby given that the Planning Commission of Kansas City, Kansas will hold a public hearing on the 9th of September 2024 at 6:30 p.m., via Zoom Webinar (and in-person in the Commission Chamber of the Municipal Office Building, 701 North 7th Street, Lobby Level) for Renewal of a Special Use Permit (SP2022-042) for the Temporary Use of Land for a commercial farmstead on the following described property:

TRACT 552C BEG 844FT N SE CORSE 1/4; N 1010FT, W 804FT, S7E-519.75FT, S33E-319FT, S57E-147.5FT, S70E-455FT TO POB 10AC M/L, LOCATED AT APPROXIMATELY 4141 JOYCE DRIVE, KANSAS CITY, KANSAS.

All persons interested in said premises and all persons owning property in said neighborhood who desire to be heard, either for or against, are invited to appear at the time and place above mentioned.

THE CITY PLANNING COMMISSION  
BY: JEFF CARSON  
CHAIRMAN  
(First published 8-15-24)  
1t-The Wyandotte Echo-8-15-24

**SPECIAL PERMIT NOTICE  
SP2024-059**

Notice is hereby given that the Planning Commission of Kansas City, Kansas will hold a public hearing on the 9th of September 2024 at 6:30 p.m., via Zoom Webinar (and in-person in the Commission Chamber of the Municipal Office Building, 701 North 7th Street, Lobby Level) for Renewal of a Special Use Permit (SP2022-





LEGAL NOTICE

TERMINATION OF PARENTAL RIGHTS WILLIAMS, WILLIAMS

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS JUVENILE DEPARTMENT IN THE INTEREST OF: Name: NAOMI S. WILLIAMS DOB: XX /XX /2019 A Female Case No. 2022JC0089 Name: NASIRR A. WILLIAMS DOB: XX /XX /2019 A Male Case No. 2022JC0090

NOTICE OF PUBLICATION TERMINATION OF PARENTAL RIGHTS

TO: Kendrae Williams and Darion Johnson and to all other persons who are or may be concerned:

A MOTION has been filed in the Juvenile Department of the Wyandotte County District Court requesting that the Court find:

KENDRAE WILLIAMS AND DARION JOHNSON

the natural parents of the above named minor children, to be an unfit parent and enter an order permanently terminating the parental rights of the above named parent.

The above named minor children, Naomi S. Williams, and Nasirr A. Williams were found to be a Child in Need of Care on the 16th day of May, 2022.

You are required to appear before this court on the 30th day of August, 2024, at 11:00 a.m. or prior to that time file your written defenses to the pleading with the Clerk of this Court.

Elizabeth Mellor, an attorney, has been appointed as Guardian ad Litem for the child.

Each parent or other legal custodian of the child has the right to appear and be heard personally with or without an attorney. The court will appoint an attorney for a parent who is financially unable to hire an attorney.

CLERK OF THE DISTRICT COURT

(First published 8-8-24) 2t-The Wyandotte Echo-8-15-24

WORCESTER FINANCIAL, LLC V. KDG, L.L.C.

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS WORCESTER FINANCIAL, LLC, Title to Real Property Involved Plaintiff,

v. Case No. WY-2024-CV-000270

KDG, L.L.C., a Missouri limited liability company,

K.S.A. Chapter 60 Defendant.

NOTICE OF SUIT

To Defendant KDG, L.L.C., and all other concerned persons:

You are notified that a Verified Petition for Mortgage Foreclosure and Other Relief has been filed in the District Court of Wyandotte County, Kansas by Plaintiff Worcester Financial, LLC, the object and general nature of which is a breach of contract which affects the following properties:

Lots 28, 29, 30, 31, and 32, Block 117, Northrup's Park Wyandotte City, now in and a part of Kansas City, Wyandotte County, Kansas.

The names of all parties to the action are stated above and the name and address of the attorneys for the Plaintiff are as follows:

LEGAL NOTICE

Jennifer L. Berhorst Courtney M. Stout Bryan Cave Leighton Paisner LLP 1200 Main Street, Suite 3800 Kansas City, MO 64105

You are further notified that, unless you file an Answer, other pleading, and/or otherwise appear and defend against the Verified Petition for Mortgage Foreclosure and Other Relief on or before September 18, 2024, in the court at Kansas City, Wyandotte County, Kansas, a judgment by default will be entered against you.

The Date of first publication is August 8, 2024.

Respectfully submitted, BRYAN CAVE LEIGHTON PAISNER LLP

By: /s/ Jennifer L. Berhorst Jennifer L. Berhorst KS # 24461 Courtney M. Stout KS # 28447 1200 Main Street, Suite 3500 Kansas City, MO 64105 (816) 374-3200 (Telephone) (816) 374-3300 (Facsimile) jennifer.berhorst@bcplaw.com courtneym.stout@bcplaw.com ATTORNEYS FOR PLAINTIFF (First published 8-8-24) 3t-The Wyandotte Echo-8-22-24

REQUEST FOR PROPOSALS

Piper School District 203 is currently accepting "Request for Proposals" for various food service equipment opportunities. Please visit "www.piperschools.com" for the full list of opportunities and detailed specifications.

IN THE MATTER OF THE GIANG NAME CHANGE

IN THE 29th JUDICIAL DISTRICT

DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS IN THE MATTER OF THE PETITION OF

Phi Hung Giang Present Name

Case No. 23CV0729 Division 2

To Change his Name to: Hung Yang New Name

PURSUANT TO K.S.A. CHAPTER 60

NOTICE OF HEARING PUBLICATION

THE STATE OF KANSAS TO ALL WHO ARE OR MAY BE CONCERNED:

You are hereby notified that Phi Hung Giang, filed a Petition in the above court on the 22nd of December, 2023 requesting a judgment and order changing his name from Phi Hung Giang to Hung Yang

The Petition will be heard in Wyandotte County District Court, 710 N 7th Street, Kansas City, Kansas on or after September 18th, 2024.

If you have any objection to the requested name change, you are required to file a responsive pleading by September 18th, 2024 in this court or appear at the hearing and object to the requested name change. If you fail to act, judgment and order will be entered upon the Petition as requested by Petitioner.

Phil Hung Giang 16214 Margie Ln. Basehor, KS 66007

Filed by a Self-Representing Party (First published 8-8-24)

3t-The Wyandotte Echo-8-22-24

LEGAL NOTICE

REQUEST FOR PROPOSALS

Piper School District 203 is currently accepting "Request for Proposals" for various construction projects throughout the district. Please visit "www.piperschools.com" for the full list of jobs and detailed specifications.

CRUZ V. MADEROS

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS CIVIL DIVISION

Jonathan David Lopez Cruz and Allyson Samantha Lopez Cruz, the minor children By their next friend, Maria Sandra Cruz Vasquez and

Maria Sandra Cruz Vasquez Petitioners Case No 24DM1470 Division 10

vs. Darwin Arturo Lopez Maderos Respondent

NOTICE OF SUIT

You are notified that a Petition for Declaration of Paternity and Custody was filed in the District Court of Wyandotte County, Kansas, by Petitioner against Respondent, asking that the person filing the petition be granted a sole legal and physical custody of the minor child and Respondent be declared the biological father of said child. You must file an answer to the Petition with the court and provide a copy to the Petitioner's Attorney, Jessica A. Gregory, at 2544 W 47th Ave, Kansas City, Kansas 66103, phone (913) 956-7000, on or before 45 days after first publication of this Notice or Suit, or the court will enter judgment against you on that Petition.

/s/ Jessica A. Gregory Jessica A. Gregory #24111 Attorney for Petitioner 2544 W 47th Avenue Kansas City, KS 66103 (913) 956-7001 phone (First published 8-8-24) 3t-The Wyandotte Echo-8-22-24

IN THE MATTER OF THE LIRA GUARDIANSHIP

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS PROBATE DIVISION

IN THE MATTER OF THE GUARDIANSHIP OF: Maria Fernanda Garcia Lira, a minor.

Case No WY24PR312 Division 10

NOTICE OF SUIT

You are notified that a Petition for Appointment of Guardianship was filed in the District Court of Wyandotte County, Kansas, by the Petitioner, Sara Lira Juarez, asking that the person filing the petition be granted guardianship of the minor child above named. You must file an answer to the Petition with the court and provide a copy to the Petitioner's Attorney, Jessica A. Gregory, at 2544 W 47th Avenue, Kansas City, Kansas 66103, phone (913) 956-7006, on or before 45 days after first publication of this Notice or Suit, or the court will enter judgment against you on that Petition.

/s/ Jessica A. Gregory Jessica A. Gregory #24111 Attorney for Petitioner 2544 W 47th Ave Kansas City, KS 66103 (913) 956-7006 phone (913) 956-7001 fax (First published 8-1-24)

3t-The Wyandotte Echo-8-15-24

LEGAL NOTICE

LEGAL NOTICE

LEGAL NOTICE

NOTICE TO ATTORNEYS

RE: DESTRUCTION OF CERTAIN WYANDOTTE COUNTY DISTRICT COURT RECORDS

Notice is hereby given of the intent to destroy certain court records on or about September 9, 2024. In accordance with Supreme Court Rule 108, the following records will be destroyed.

CIVIL DEPARTMENT (CH. 60) CIVIL CASE FILES AND TRIAL DOCKET SHEETS 2011 CV 0001 through 2011 CV 2121 2011 DM 0001 through 2011 DM 3539

CRIMINAL DEPARTMENT CRIMINAL CASE FILES AND TRIAL DOCKET SHEETS 2011 CR 0001 through 2011 CR 1630

JUVENILE DEPARTMENT JUVENILE CASE FILES AND TRIAL DOCKET SHEETS 2011 JC 0001 through 2011 JC 606 2011 JV 0001 through 2011 JV 977

LIMITED ACTIONS DEPARTMENT (CH. 61) LIMITED ACTIONS CASE FILES AND TRIAL DOCKET SHEETS 2011 LM 0001 through 2011 LM 13109 2011 SC 0001 through 2011 SC 196

PROBATE DEPARTMENT PROBATE CASE FILES AND TRIAL DOCKET SHEETS 2011 PR 0001 through 2011 PR 332

Application to take possession of the record should be in written form filed with the Clerk of the District Court. If application is granted by the Chief Judge, the requested files must be removed prior to the date set for destruction.

KRISTI L. HILL CLERK OF THE DISTRICT COURT DATED: July 31, 2024

(First published 8-8-24) 3t-The Wyandotte Echo-8-22-24

Budget Form CC-J

STATE OF KANSAS

NOTICE OF PUBLIC BUDGET HEARING 2024-2025 BUDGET

The governing body of Kansas City Kansas Community College in Wyandotte will meet on

August 20, 2024 at 5:00 PM at 7250 State Ave, KC KS 66112

for the purpose of answering objections of taxpayers relating to the proposed use of all funds, and the amount of tax to be levied, and to consider amendments. Detailed budget information is available at KCKCC and will be available at this hearing.

BUDGET SUMMARY

The Expenditures and the Amount of 2024 Tax to be Levied (as shown below) establish the maximum limits of the 2024-2025 budget. The "Est. Tax Rate" in the far right column, shown for comparative purposes, is subject to change depending on final assessed valuation.

Table with columns: 2022-2023, 2023-2024, Proposed Budget 2024-2025. Rows include Current Funds Unrestricted, General Fund, Postsecondary Tech Ed, Adult Education, Adult Supp Education, Motorcycle Driver, Truck Driver Training, Auxiliary Enterprise, Plant Funds, Capital Outlay, Bond and Interest, Special Assessment, No Fund Warrants, Revenue Bonds, Total All Funds, Total Tax Levied, Assessed Valuation, Revenue Neutral Rate, and Outstanding Indebtedness, July 1.

Table with columns: 2021, 2022, 2023. Rows include G.O. Bonds, Capital Outlay Bonds, Revenue Bonds, No-Fund Warrants, Temporary Notes, Lease Purchase Principal, Total.

Signature of Brad Tsnard, Board Chair

\* Tax Rates are expressed in mills. \*\*Revenue Neutral Rate as defined by KSA 79-2988 (First published 8-1-24) 3t-The Wyandotte Echo-8-15-24

LEGAL NOTICE

NON-APPEARANCE PATERNITY M.L.F.

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS CIVIL COURT DEPARTMENT In The Matter of The Paternity of M.L.F., minor child, by and through her mother and next friend, LESLI NOHEMI FUNEZ CANTILLANO,

Plaintiff, Case No. WY-2024-DM-001641 Court No. 10 Chapters 60 & 38

V. JOELANTONIO LOPEZULLOA, Defendant.

NOTICE OF NON-APPEARANCE PATERNITY HEARING TO ALL PARTIES CONCERNED AND TO JOEL ANTONIO LOPEZULLOA: PLEASE BE ADVISED that the above-captioned matter is set for a NON-APPEARANCE PATERNITY hearing with the District Court of Wyandotte County, Kansas City, Kansas, Division 10, on the 1st day of October 2024 at 9:00 a.m.

By:/s/Lauren Conard Young LAUREN CONARD YOUNG, #24442 110 S. Cherry Street, Suite 103 Olathe, Kansas 66061 Phone: (913) 227-9336 Fax: (877) 753-5550 ATTORNEY FOR PLAINTIFF (First published 8-8-24) 3t-The Wyandotte Echo-8-22-24

NON-APPEARANCE PATERNITY J.A.G.E.

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS CIVIL COURT DEPARTMENT In The Matter of The Paternity of J.A.G.E., minor child, by and through his mother and next friend, SANDRA SARAHI ESQUIVEL RIVAS,

Plaintiff, Case No. WY-2020-DM-001639 Court No. 10 Chapters 60 & 38

V. LUIS ALBERTO GUILLEN RIVERA, Defendant.

NOTICE OF NON-APPEARANCE PATERNITY HEARING TO ALL PARTIES CONCERNED AND TO LUIS ALBERTO GUILLEN RIVERA: PLEASE BE ADVISED that the above-captioned matter is set for a NON-APPEARANCE PATERNITY hearing with the District Court of Wyandotte County, Kansas City, Kansas, Division 10, on the 1st day of October 2024 at 9:00 a.m.

By:/s/Lauren Conard Young LAUREN CONARD YOUNG, #24442 110 S. Cherry Street, Suite 103 Olathe, Kansas 66061 Phone: (913) 227-9336 Fax: (877) 753-5550 ATTORNEY FOR PLAINTIFF (First published 8-8-24) 3t-The Wyandotte Echo-8-22-24

LEGAL NOTICE

NON-APPEARANCE GUARDIANSHIP HEARING R.F.F.

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS PROBATE DEPARTMENT

In the Matter of the Guardianship of R.F.F., a minor.

Case No. WY-2024-PR-000325 Court No.10 Chapter 59

NOTICE OF NON-APPEARANCE GUARDIANSHIP HEARING

TO ALL PARTIES CONCERNED AND TO MIGUEL FRANCISCO JUAN: PLEASE BE ADVISED that the above-captioned matter is set for a NON-APPEARANCE GUARDIANSHIP hearing with the District Court of Wyandotte County, Kansas City, Kansas, Division 10, on the 3rd day of October 2024 at 9:00 a.m.

By:/s/Lauren Conard Young LAUREN CONARD YOUNG, #24442 110 S. Cherry Street, Suite 103 Olathe, Kansas 66061 Phone: (913) 227-9336 Fax: (877) 753-5550 ATTORNEY FOR PLAINTIFF (First published 8-8-24) 3t-The Wyandotte Echo-8-22-24

NON-APPEARANCE PATERNITY HEARING E.J.S.M.

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS CIVIL COURT DEPARTMENT In The Matter of The Paternity of E.J.S.M., minor child, by and through his mother and next friend, JOSELINE EULISA MONTEROSO ESPINOZA,

Plaintiff, Case No. WY-2024-DM-001620 Court No. 10 Chapters 60 & 38

V. MARVIN YOVANY SANCHEZ LOPEZ, Defendant.

NOTICE OF NON-APPEARANCE PATERNITY HEARING TO ALL PARTIES CONCERNED AND TO MARVIN YOVANY SANCHEZ LOPEZ: PLEASE BE ADVISED that the above-captioned matter is set for a NON-APPEARANCE PATERNITY hearing with the District Court of Wyandotte County, Kansas City, Kansas, Division 10, on the 24th day of September 2024 at 9:00 a.m.

By:/s/Lauren Conard Young LAUREN CONARD YOUNG, #24442 110 S. Cherry Street, Suite 103 Olathe, Kansas 66061 Phone: (913) 227-9336 Fax: (877) 753-5550 ATTORNEY FOR PLAINTIFF (First published 8-8-24) 3t-The Wyandotte Echo-8-22-24

LEGAL NOTICE

NON-APPEARANCE GUARDIANSHIP HEARING M.M.F.

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS PROBATE DEPARTMENT

In the Matter of the Guardianship of M.M.F., a minor.

Case No. WY-2024-PR-000340 Court No. 10 Chapter 59

NOTICE OF NON-APPEARANCE GUARDIANSHIP HEARING

TO ALL PARTIES CONCERNED AND TO JOSE RICHEL MENDOZA JOVEL: PLEASE BE ADVISED that the above-captioned matter is set for a NON-APPEARANCE GUARDIANSHIP hearing with the District Court of Wyandotte County, Kansas City, Kansas, Division 10, on the 3rd day of October 2024 at 9:00 a.m.

By:/s/Lauren Conard Young LAUREN CONARD YOUNG, #24442 110 S. Cherry Street, Suite 103 Olathe, Kansas 66061 Phone: (913) 227-9336 Fax: (877) 753-5550 ATTORNEY FOR PLAINTIFF (First published 8-8-24) 3t-The Wyandotte Echo-8-22-24

NON-APPEARANCE PATERNITY HEARING W.J.C.S.

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS CIVIL COURT DEPARTMENT In The Matter of The Paternity of W.J.C.S., minor child, by and through his father and next friend, IRVING JAREL CASTRO GOMEZ,

Plaintiff, Case No. WY-2024-DM-001614 Court No. 10 Chapters 60 & 38

V. KEILIN DARIELA SALGADO RUIZ, Defendant.

NOTICE OF NON-APPEARANCE PATERNITY HEARING TO ALL THOSE CONCERNED AND TO KEILIN DARIELA SALGADO RUIZ: PLEASE BE ADVISED that the above-captioned matter is set for a NON-APPEARANCE PATERNITY hearing with the District Court of Wyandotte County, Kansas City, Kansas, Division 10, on the 26th day of September 2024 at 9:00 a.m.

By:/s/Lauren Conard Young LAUREN CONARD YOUNG, #24442 110 S. Cherry Street, Suite 103 Olathe, Kansas 66061 Phone: (913) 227-9336 Fax: (877) 753-5550 ATTORNEY FOR PLAINTIFF (First published 8-8-24) 3t-The Wyandotte Echo-8-22-24

LEGAL NOTICE

NON-APPEARANCE PATERNITY HEARING F.G.P.B.

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS CIVIL COURT DEPARTMENT In The Matter of The Paternity of F.G.P.B.,

minor child, by and through his mother and next friend, MARBELLA ESMERALDA BACA AGUIRRE,

Petitioner, Case No. WY-2024-DM-001615 Court No. 10 Chapters 60 & 38

V. JOSE FRANCISCO PARRA SALINAS, Defendant.

NOTICE OF NON-APPEARANCE PATERNITY HEARING TO ALL THOSE CONCERNED AND TO JOSE FRANCISCO PARRA SALINAS: PLEASE BE ADVISED that the above-captioned matter is set for a NON-APPEARANCE PATERNITY hearing with the District Court of Wyandotte County, Kansas City, Kansas, Division 10, on the 26th day of September 2024 at 9:00 a.m.

By:/s/Lauren Conard Young LAUREN CONARD YOUNG, #24442 110 S. Cherry Street, Suite 103 Olathe, Kansas 66061 Phone: (913) 227-9336 Fax: (877) 753-5550 ATTORNEY FOR PLAINTIFF (First published 8-8-24) 3t-The Wyandotte Echo-8-22-24

NON-APPEARANCE GUARDIANSHIP HEARING B.R.M.F.

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS PROBATE DEPARTMENT

In the Matter of the Guardianship of B.R.M.F., a minor.

Case No. WY-2024-PR-000341 Court No.10 Chapter 59

NOTICE OF NON-APPEARANCE GUARDIANSHIP HEARING

TO ALL PARTIES CONCERNED AND TO JOSE RICHEL MENDOZA JOVEL: PLEASE BE ADVISED that the above-captioned matter is set for a NON-APPEARANCE GUARDIANSHIP hearing with the District Court of Wyandotte County, Kansas City, Kansas, Division 10, on the 3rd day of October 2024 at 9:00 a.m.

By:/s/Lauren Conard Young LAUREN CONARD YOUNG, #24442 110 S. Cherry Street, Suite 103 Olathe, Kansas 66061 Phone: (913) 227-9336 Fax: (877) 753-5550 ATTORNEY FOR PLAINTIFF (First published 8-8-24) 3t-The Wyandotte Echo-8-22-24

LEGAL NOTICE

NON-APPEARANCE PATERNITY HEARING J.A.P.T.

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS CIVIL COURT DEPARTMENT In The Matter of The Paternity of J.A.P.T.,

minor child, by and through her mother and next friend, RUTH NOHEMY TOLEDO SURIANO,

Plaintiff, Case No. WY-2024-DM-001617 Court No. 10 Chapters 60 & 38

V. WALDEMAR PASCUAL PENA, Defendant.

NOTICE OF NON-APPEARANCE PATERNITY HEARING TO ALL PARTIES CONCERNED AND TO WALDEMAR PASCUAL PENA: PLEASE BE ADVISED that the above-captioned matter is set for a NON-APPEARANCE PATERNITY hearing with the District Court of Wyandotte County, Kansas City, Kansas, Division 10, on the 24th day of September 2024 at 9:00 a.m.

By:/s/Lauren Conard Young LAUREN CONARD YOUNG, #24442 110 S. Cherry Street, Suite 103 Olathe, Kansas 66061 Phone: (913) 227-9336 Fax: (877) 753-5550 ATTORNEY FOR PLAINTIFF (First published 8-8-24) 3t-The Wyandotte Echo-8-22-24

NON-APPEARANCE PATERNITY HEARING F.A.A.A.

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS CIVIL COURT DEPARTMENT

In The Matter of The Paternity of F.A.A.A., minor child, by and through his mother and next friend, AURA MARICELA ANDRES MIGUEL,

Plaintiff, Case No. WY-2024-DM-001621 Court No. 10 Chapters 60 & 38

V. FRANCISCO ANDRES ALVARADO PABLO, Defendant.

NOTICE OF NON-APPEARANCE PATERNITY HEARING TO ALL THOSE CONCERNED AND TO FRANCISCO ANDRES ALVARADO PABLO: PLEASE BE ADVISED that the above-captioned matter is set for a NON-APPEARANCE PATERNITY hearing with the District Court of Wyandotte County, Kansas City, Kansas, Division 10, on the 26th day of September 2024 at 9:00 a.m.

By:/s/Lauren Conard Young LAUREN CONARD YOUNG, #24442 110 S. Cherry Street, Suite 103 Olathe, Kansas 66061 Phone: (913) 227-9336 Fax: (877) 753-5550 ATTORNEY FOR PLAINTIFF (First published 8-8-24) 3t-The Wyandotte Echo-8-22-24

LEGAL NOTICE

NON-APPEARANCE PATERNITY HEARING M.G.V.G., P.A.V.G., J.D.V.G.

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS CIVIL COURT DEPARTMENT

In The Matter of The Paternity of M.G.V.G., P.A.V.G., J.D.V.G.,

by and through their mother and next friend, MARIELA YAMILETH GARCIA LOPEZ,

Plaintiff, Case No. WY-2024-DM-001640 Court No. 10 Chapters 60 & 38

V. PEDRO NOE VILLEDA LOPEZ, Defendant.

NOTICE OF NON-APPEARANCE PATERNITY HEARING TO ALL PARTIES CONCERNED AND TO PEDRO NOE VILLEDA LOPEZ: PLEASE BE ADVISED that the above-captioned matter is set for a NON-APPEARANCE PATERNITY hearing with the District Court of Wyandotte County, Kansas City, Kansas, Division 10, on the 1st day of October 2024 at 9:00 a.m.

By:/s/Lauren Conard Young LAUREN CONARD YOUNG, #24442 110 S. Cherry Street, Suite 103 Olathe, Kansas 66061 Phone: (913) 227-9336 Fax: (877) 753-5550 ATTORNEY FOR PLAINTIFF (First published 8-8-24) 3t-The Wyandotte Echo-8-22-24

NON-APPEARANCE GUARDIANSHIP HEARING J.I.S.R.

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS PROBATE DEPARTMENT

In the Matter of the Guardianship of J.I.S.R., a minor.

Case No. WY-2024-PR-000327 Court No. 10 Chapter 59

NOTICE OF NON-APPEARANCE GUARDIANSHIP HEARING

TO ALL PARTIES CONCERNED AND TO WENDI KARINA REYES NADRID: PLEASE BE ADVISED that the above-captioned matter is set for a NON-APPEARANCE GUARDIANSHIP hearing with the District Court of Wyandotte County, Kansas City, Kansas, Division 10, on the 24th day of September 2024 at 9:00 a.m.

PROBATE DEPARTMENT By:/s/Lauren Conard Young LAUREN CONARD YOUNG, #24442 110 S. Cherry Street, Suite 103 Olathe, Kansas 66061 Phone: (913) 227-9336 Fax: (877) 753-5550 ATTORNEY FOR PLAINTIFF (First published 8-8-24) 3t-The Wyandotte Echo-8-22-24