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The Gyp Hill PREMIERE

Independent and unbiased pursuit of the truth in Barber County!

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Official Newspaper for Barber County, Cities Within Barber County & USD 254 and 255

September 24, 2026



CITY OF KIOWA

Kiowa city councilmembers are seeking interest from a person, partnership, business or organization that is interested in stepping up to keep the local theatre in downtown Kiowa operational after the retirement of the previous managers.

Kiowa City Council Seeks Interest From Someone to Keep Chief Theatre Operating

PRESS RELEASE

The city of Kiowa is accepting letters of interest from the public, citizens, groups, organizations and businesses that would be interested in taking over the operations of the Chief Theatre.

Longtime operators Bob and Pam Cox have retired after 44 years of service to the community. The city stated in a letter to *The Gyp Hill Premiere* that the Cox's have decided that the "time has come to pass the torch to the next generation interested in keeping the movies active in our small town."

The city stated that many in the community have expressed that the town would like to see the theatre continue to operate so that it was the intention of the city to look for options to continue the tradition of having a theatre that benefits the community and surrounding areas.

The city council is asking all interested parties create a letter of interest, providing details of how they would like to operate the theatre and identifying the individuals, groups, and/or organizations that would be involved. Please include your vision as to how you see the

See **THEATRE** / Page 2

Peace Treaty Schedule Set

STAFF REPORT

Peace Treaty Festival activities will begin on Friday, Sept. 25 at 10 a.m. with special events going until 5 p.m.

From 5 to 7 p.m. there will be a bean feed and night show highlights at the Stockade Museum. From 7 to 10 p.m., at Memorial Peace Park, the Kansas Championship Ranch Rodeo will take place with a trade show and concessions available from 6:30 to 10 p.m. On Main

Street, festival goers will be able to take in the art show from noon to 8 p.m.

Saturday, Sept. 26 kicks off another full day of Peace Treaty Festival events. On Main Street, the community is invited to the pancake breakfast from 7 to 9:30 a.m. and from 9 a.m. to 2 p.m. local shopping. The parade will take place at 10 a.m. and from 10 a.m. to 8 p.m. the art show will be downtown. At the Stockade Museum, special events

open at 10 a.m. and go until 6 p.m.

Memorial Peace Park will showcase the Pow Wow dance events and authentic native vendors beginning at 2 p.m. There will be an event break at 6 p.m. and then the Grand Entry will begin at 7 p.m. The rodeo arena will host Buckapalooza and concessions beginning at 7:30 p.m. And from 9 p.m. to midnight there will be live music.

Sunday, Sept. 27 will have

the art show once again on Main Street from 11 a.m. to 4 p.m. Memorial Peace Park will showcase Pow Wow dance events and authentic vendors at 2 p.m. at the Pow Wow Grounds. The grand entry will be at 4 p.m.

Schedules are subject to change and festival goers are encouraged to check social media or peacetreaty.org to stay up to date on schedule changes and the most current information about the festival.

Barber County Sheriff's Deputy Among Latest KLETC Graduates

PRESS RELEASE

Members of the 362nd Basic Training Class graduated from the Kansas Law Enforcement Training Center, in Hutchinson.

The ceremony, which took place in Integrity Hall, also took place 25 years after the terrorist attacks of Sept. 11, 2001, giving added meaning to the oath the graduates took and the public trust they accepted.

For the graduates, the anniversary is both a day of remembrance and a reminder of the responsibility carried by those who choose a life of public service. As communities across the nation honored the people who were killed, the first responders who ran toward danger and all who served in the years that followed, Class 362 prepared to begin that same enduring work of protecting others.

Class Coordinator Dave Ohlde introduced the graduates and recognized the discipline, judgment and



KANSAS UNIVERSITY NEWS SERVICE

Barber County Sheriff's Deputy Joshua John, front row fifth from left, poses for a photo with fellow members of the 362nd basic training graduating class of the Kansas Law Enforcement Training Center, in Hutchinson.

commitment required to complete the basic training program. State Sen. Stephen Owens addressed the class as the ceremony's guest speaker.

"You will be given tremendous authority. Use it carefully, fairly and humbly. Treat every person with dig-

nity. Listen before reaching conclusions. Remain calm when others cannot," Owens said. "As a Kansas senator, I want you to know that the Kansas Legislature stands behind you. We recognize the importance of the work that you do. We have a responsibility to support you

and to provide the appropriate resources, protect those who protect our communities and stand behind each one of you as you serve as law enforcement officers."

Class President Derrick Deason, of the Leavenworth

See **SHERIFF** / Page 2

Two Local Residents Among 17 Cast Members of NWOSU Production of 'Monster'

PRESS RELEASE

Seventeen Northwestern Oklahoma State University students are in rehearsals for the next theatre production presented by the Reichenberger Department of Fine Arts theatre program.

Monster, a one-act historical horror adaptation by Don Zolidis through a special arrangement with Dramatists Play Service, Inc., will be presented Oct. 1-2 at 7 p.m. and Oct. 3 at 2 p.m. on stage in Fellers Family Auditorium in Herod Hall. Admission is \$5 for students and senior citizens, \$7 for Northwestern employees and \$10 for general admission.

This production is a reimagining of the lives of some of the greatest literary masters in history and the inspiration behind Mary Shelley's *Frankenstein*. Jaden Matthews, a senior speech and theatre major from Hennessey, Okla., is directing this production as her senior capstone project.

The cast members, their roles, hometowns and majors follow:

Principal cast: Justus Durham, of Alva, Okla., freshman majoring in speech and theatre, as Percy Shelley; Abigail Guatney, of Granby, Mo., freshman majoring in speech and theatre, as Mary Godwin; Aidan Slater, of Laverne, Okla., sophomore majoring in elementary education, as Lord Byron; Kendra Puebla, of Felt, Okla., sophomore majoring in psychology, as Claire Clairmont; Dayton Masters, of Hardtner, freshman majoring in media and communication, as John Polidori; and Madison Grindle, of Crescent, Okla., freshman majoring in English, as Elise.

Frankenstein: Aspen Marshall, Tulsa, Okla., junior majoring in speech and theatre, as Victor Frankenstein; and Chuck Shafer, Alva sophomore majoring in speech and theatre, as the Monster.

A Discovery: Lily Post, of Ponca City, Okla., sophomore majoring in speech and theatre, as Harriett; Samantha Grimes, of Enid, Okla., senior majoring in in-

strumental music, as Woman 1; and Matthew Skinner, of Sand Springs, Okla., senior majoring in speech and theatre, as Man 1.

The Skull: Addyson Bryan, of Sharon, sophomore

majoring in visual arts, as the Skull-Headed Woman; and Skinner as Monsieur Le Comte.

Fragment of a Novel: Lucas Wood, of Enid, junior majoring in business admin-

istration-general business, as Augustus; Jacob Saucedo, of Glenpool, Okla., freshman majoring in speech and theatre, as the Man; and Bryan as a Woman.

The Dead Bride: Wood as

Fillippo; Saucedo as Carmilla's Father; Hellena Exum, of Follett, Texas, sophomore majoring in sociology, as the Female Guest; and Emily

See **NWOSU** / Page 2



NORTHWESTERN OKLAHOMA STATE UNIVERSITY

Members of the cast for the upcoming student-directed theatre production of "Monster" are: back row (L to R) Madison Grindle, Hellena Exum, Emily Wright, Tanith Erikson, Aspen Marshall, Matthew Skinner, Jaden Matthews, Addyson Bryan, a Sharon resident, Lucas Wood, Jacob Saucedo, Bella Anguino; front row (L to R) Abigail Guatney, Justus Durham, Aidan Slater, Kendra Puebla and Dayton Masters, a 2026 Medicine Lodge graduate. They posed for a photo during rehearsal in Ryerson Hall. The one-act will be on stage at Fellers Family Auditorium in Herod Hall Oct. 1-2 at 7 p.m. and Oct. 3 at 2 p.m. This production is the senior capstone project for student director Jaden Matthews.

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NEWS

QUESTIONS OR COMMENTS? Contact Jason Jump at (620) 886-5654 or email ghp@gyphillpremiere.com



SOUTH CENTRAL COMMUNITY FOUNDATION

YMAD Council: South Barber Students Help Out

Youth Making a Difference (YMAD) Council kicked off a new grant season with a meeting hosted at Pratt Community College on Monday. The youth council is made up of high school freshmen through seniors in one of South Central Community Foundation's seven counties. The council is responsible for reading grant applications and selecting recipients to award money to and then participates in a community service project to give back to the community. Pictured are South Barber members of YMAD (L to R) Evi McNett, Jancey Goodno, Austin Swonger, Janda Goodno and Lynnon Humphrey.

SHERIFF

• From Page 1

Police Department, represented his classmates as they marked the completion of their training and prepared to return to the Kansas agencies and communities they will serve.

"As we move forward, let us not forget our highest priority: ensuring that every single officer goes home safely at the end of our shift," he said. "That is the mission this class signed up for."

The graduates received certificates attesting to their successful completion of the full-time basic course of instruction. They are certified as Kansas law enforcement officers by the Kansas Commission on Peace Officers' Standards and Training.

The Kansas Law Enforcement Training Center has served as Kansas' central law enforcement training facility and a unit of the University of Kansas since

1968. Under the leadership of Vice Provost and Director of Police Training Darin Beck, KLETC prepares professionals to serve with integrity, sound judgment, and a commitment to the people and communities of Kansas.

The graduates included: Allen County – David Watts, Humboldt Police Department; Barber County – Joshua John, Barber County Sheriff's Office; Douglas County – Anthony Petersen, Douglas County Sheriff's Office; Franklin County – Cameron Meyer, Ottawa Police Department (fitness award); Geary County – Ethan Newman, Junction City Police Departmen and Anthony Rubero, Grandview Plaza Police Department; Leavenworth County – Derrick Deason, Leavenworth Police Department (class president), David Horvath, Leavenworth County Sheriff's Office (fitness award) and Tejay Scott, Leavenworth Police

Department (fitness award); Montgomery County – Logan Foster, Montgomery County Sheriff's Office and Christopher Furr, Independence Police Department; Pawnee County – Bryce Stahlecker, Larned Police Department; Sedgwick County – Curtis Hutsell, Valley Center Police Depart-

ment and Jake Stacy, Wichita State University Police Department; Seward County – Ashley Carillo, Seward County Sheriff's Office and Elias Olson, Seward County Sheriff's Office (honors and fitness award); Shawnee County – Makenzie Newsome, Topeka Public Schools Police Department.



JOSHUA JOHN

THEATRE

• From Page 1

operations being conducted, services to be provided and staffing levels (personnel

involved). This information will enable the council to look at staffing, services offered and the investment to ensure that it continues to operate into the future.

Please have the above letter of interest returned to the city administrator by the close of business on Oct. 7. It can be emailed to cityadmin@kiowaks.org.

The city is also accepting donations on behalf of the theatre and reminds the community that donations for the theatre are tax deductible.

Nothdurft Named to Dean's List

PRESS RELEASE

Danielle Nothdurft, of Medicine Lodge, has been named to Southern New Hampshire University's (SNHU) Summer 2026 Dean's List. The summer terms run from May to August.

Full-time undergraduate students who have earned a minimum grade-point average of 3.500 to 3.699 for the reporting term are named to the Dean's List. Full-time status is achieved by earning 12 credits over each 16-week term or paired 8-week terms grouped in fall, winter/spring, and summer.

NWOSU

• From Page 1

Wright, of Cheyenne, Okla., senior majoring in media and communication, as Carmilla.

"The Grey Room": Skinner as Tobias; Saucedo as the Father; Shafer as Graf Hugo; and Exum as Gertrude.

Understudies: Slater as Percy Shelley; Tanith Erikson, Alva freshman majoring in chemistry, as Mary Godwin; Shafer as Lord Byron; Wright as Claire Clairmont; Saucedo as John Polidori; and Grimes as Elise.

Bella Anguino, Glenpool

junior majoring in speech and theatre, will serve as the stage manager, and the fall 2026 Theatre Production I and II classes are handling scenery, lighting, costumes, audio and effects.

For more information on theatre performances and courses at NWOSU, visit nwosu.edu/school-of-arts-and-sciences/fine-arts/ or contact Joseph West, professor of theatre, at jdwest@nwosu.edu or (580) 327-8462, or Mickey Jordan, director of technical theatre and Herod Hall facilities manager, at mojordana@nwosu.edu or (580) 327-8458.

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OBITUARY

WILLIAM JAMES 'BILL' PERRY

William James "Bill" Perry, 77, passed away on Friday, Sept. 18, 2026. He was born on Jan. 13, 1949, in Canton, N.Y. to January and Gladys (Brooks) Perry. Bill met Earlene (Short) Perry in 1981 and married in November of 1986.

Bill worked as a farmer and rancher. He was a member of The American Legion, V.F.W. and Elks. He enjoyed hunting and was a passionate crappe fisherman. He loved spending time with his family and friends.

He is survived by his children: Robert (Kelly) Perry, of Sawyer, Dee (Sean) Fletcher, of Pratt, and Billie Jo (Mark) Childress, of Caldwell; brothers Ernie (Ruth) Perry and Raymond Perry both of Canton, N.Y.; sister, Janice (Lee) Miller of Raleigh, N.C.; grandchildren: Ashley (Taylor) Schmidt, of Sawyer, Blaine

(Brittany) Perry, of Sawyer, Jordan (Brooke) Cooper, of Frederick, Colo., Tanner Cooper, of Andale, Casey (Caley) Hoeme, of Pratt, Karter Hoeme, of Pratt, Carson Hoeme, of Pratt, Jayten (Matt McClure) Strunk, of Wichita, Dalton (Meriah) Strunk, of Cheney, and Shyanne (Tyler) Mosher, of Augusta; and great-grandchildren: Piper and Reed Schmidt, Kendon White, Kuttler and Kye Perry, Taylor, Railee and Colson Cooper, Bodey Hoeme, Lenexa, Lenora and Brantley Tucker, Camdyn Mosher, Jensen, Jentre and Jennings Strunk.

Bill was preceded in death by his parents; wife, Earlene Perry; brothers: Michael Perry, David Perry and Doug Perry.

Funeral will be held on Thursday, Sept. 24 at Larrison Mortuary, in Pratt with John Hamm and Randy Brubaker presiding. Burial will follow at Ellenwood Cemetery, in Sawyer. A lunch will also follow at the Sawyer Community Center. The service will be live streamed at larrisonmortuary.com where online condolences can be left.

Memorials may be made to Kansas Wildlife, Parks and Tourism for youth fishing and hunters education, American Legion or Pratt Elks.

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OPINION

QUESTIONS OR COMMENTS? Contact Jason Jump at (620) 886-5654 or email ghp@gyphillpremiere.com

Issues, Concerns With County-Google Agreements

Mike Betzen and Members of the Sharon Coalition

Areas where county commissioners have agreed to a very one-sided, weak agreement lacking enforcement provisions, protection of the surrounding community, lack of minimal control of what will be built in the county and funding mechanisms for county services to be provided.

County has not met its fiduciary responsibilities, did not seek assistance from outside expertise, relying primarily on the other contractual party for expertise and conditions, did not properly and openly communicate to the community activities concerning Project Helium, did not follow open meeting statutes, and failed to effectively gain community input regarding a major community transitional project of size never seen previously.

County gave up all control of what is being built now or the future.

Recitals page 1:

- County has no power, gave up control by giving Developer “sole discretion” regarding when, size, configuration, phasing
- County acknowledges and agrees all County per-

mits and approvals required have been granted

Sections:

Section 2 A.i.ii,

- State “..County... are currently no local laws, requirements, regulations, permits or approvals applicable to the construction or operation of the Project” Project shall be grandfathered for purposes of compliance with such future laws But not limited to any extraterritorial zoning districts

County shall expressly exempt or exclude the Project from any future franchise fees or similar assessments the could potentially impact the Project

Sect 3. If County adopts any zoning or laws after effective date, developer will be excluded from such requirements. County will take such actions to exempt Project from compliance.

This is regarding development, construction, operation, repair, replacement, maintenance or the decommissioning

Section 4

Term; 50 yrs or so long thereafter... in commercial operation. Does that mean

any commercial operation and not necessarily a data center? How about a power plant?

Section 5

Over next 3.5 years Google will contribute \$5.5 M (0.5, 3.0, 1.0, 1.0), county may use for emergency response, public health, administrative needs or other public service

Relieves Google of any accountability/responsibility if funds are insufficient to cover the county needs to support Google operations in terms of fire, roads, medical, police.... Initially and for ongoing operation.

Timing of funding may not match county expenditures time table required to meet needs

Section 6(e)

Maintenance - developer may elect to construct additional buildings with in the property.

No provisions with merit addressing cost sharing of infrastructure, electrical, water, waste water to protect citizens.

Labor, Economic, Community Benefits, ..Contribution and Lack of Accountability by Google

300 FTE jobs, Sect 6(f)

Within five years after second of two data center facilities in commercial operation, which is out to 2036-2037 or longer?

- 300 FTE is only needed for three consecutive months, not a continuing obligation, does not address post satisfying 300FTE.

Not a default to agreement if 300 requirement not met. No Enforcement!

Counts all on site including contractors, vendors, suppliers and other services provided (lawn care?)

- No obligation to hire local if "not the most qualified and/or lowest and best bid for applicable work"

Only on e job fair by 2031, super weak

“Commercially Reasonable Efforts” to partner with Barger Co Schools. Again no teeth Sect 7b.iv, Developer will negotiate in good faith with City of Sharon regarding benefits, again no teeth to enforce.

Protection of Community lacking, no ability to enforce/cure issues

Section 6

- 100 ft from roads/property lines of buildings is nothing
- Chillers is 2,250 from non-participating residence existing, means they know a major noise source which is chillers. What is non-participating mean? Those show signed up part of their land excluded? Bauer, Lawless???

Lighting is very weak, not measurable, and what is enforcement mechanism

Water

Does not specifically restrict water for process cooling, just gives definition of what a closed loop and air cooling is.

- Does not address waste water requirements, funding, testing, and enforcement
- Retention ponds do not address construction phase, could be 3-5+ years, and potential damage during construction

Vii; has no ability to require on-site and off-site upgrades required. Who audits and how to prevent community cost sharing of upgrades?

Noise

55 dBA at nearest "non-participating residence existing" exterior, not at the fence line is major failure, no protection for livestock nor wildlife.

What is defining 100% of design load, so could be years before any enforcement of noise?

50 dBA at high time, again not at fence line but at residence and 24/7. Not

protecting residents.

No protection for weekends, just night-time.

Not enforceable, 90 days to correct but can extend of cure period. No penalties for non-compliance

- Generators
- States cannot operate "solely to reduce electrical usage during peak demands" then next paragraph says can run if "required to curtailment or reductiondirected by the applicable electric utility". This are contrary statements that can be manipulated by Google.

Ability to run is counter to Clean Air Act (CCA) definition which is limited to safety and major equipment damage. Not to maintain business operations.

- No enforcement ability and does not demand best abatement technology, Tier IV

Testing

No record keeping, reporting or non-compliance enforcement nor penalties, just handed off to minimal state requirements.

- No baseline, no ongoing testing.
- Compliance with Laws

Whole section is non-descriptive, enforcement not addressed, penalties and/or fines (\$, shutdown...)

Emergency Response Services

Section 6(h) very weak and non-descriptive on expectations, requirements, funding, training

What equipment will be required, by who, funding. Expect the Contribution agreement of \$5.5M for 4 years to cover this?

- No training required, drills including table top exercises as well as annual hands on drilling at site
- Construction period responsibilities not addressed
- Who will be responsible during incidents? Incident Commander?
- Just provides an ERP

plan before commercial operation. Commissioning?

Decommissioning? Construction?

Whole section is totally insufficient, fluff statements with no real substance

Taxing, Reimbursements

No provisions or procedures for ensuring proper property evaluation and reporting

- No commitment to investment amount, timing, or accounting process
- Why 120 days to reimburse county for reasonable professional services? Why not 30 days?

Default/Severability

Cure provisions are very weak and non-enforceable as no penalties

- 60-90 cure periods which county can extend
- Can have three cure periods of 3 independent experts (Google, County, then joint) in series, resolution can be extended up to a year for a resolution, which is not protecting community if it is a community impacting issue
- Sect 8. Paragraph essentially voiding developer of any accountability. What is definition of “Excusable Delay”, why is “inability to secure materials” excusable or “labor disputes” or failure to obtain government approval.

Very one sided in favour of developer.

- No enforcement of default by developer. States so in Sect 9.

Developer can assign "but without County's consent or approval" to affiliate....

- What is unreasonable withheld definition?

Why is “Time is of the Essence” in this agreement? Pressure tactic and developers issue to push county even if county has not appropriately investigated the agreement requirements.

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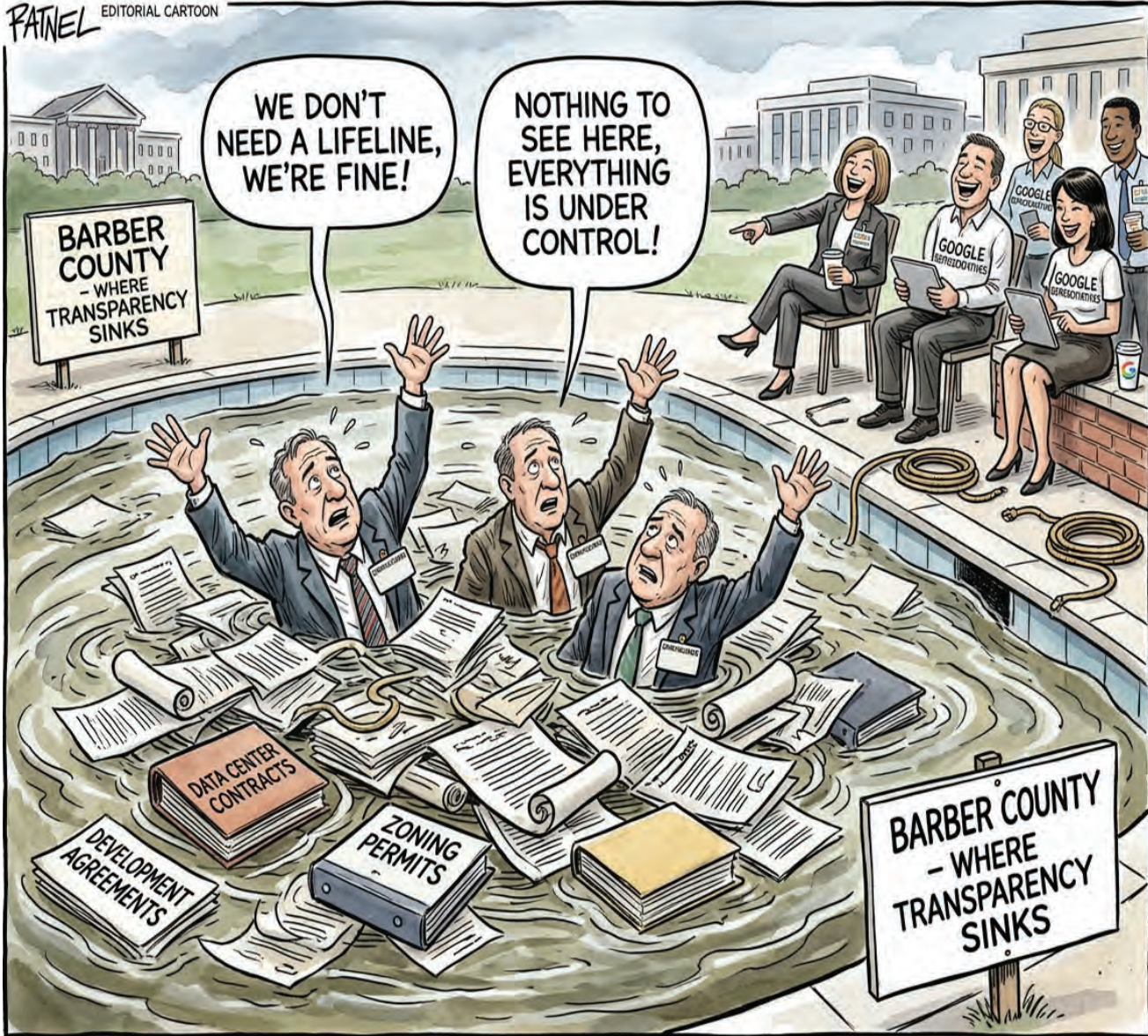
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ENTERTAINMENT

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CLUES ACROSS

1. A place for worship
7. Referee declaration
10. Torsos
12. Used to introduce something
13. Healing method
14. Takes to the sea
15. Make law
16. French coastal city
17. Hawaiian dish
18. Young of domestic cattle
19. Women's undergarments
21. 60-minute intervals (abbr.)
22. One after another
27. It's a hot topic these days
28. Folk band frontman
33. They precede C
34. Heavenly
36. Fiddler crabs
37. Major Hindu deity
38. Hebrew given name
39. Cost per mile
40. __ Romeo, car
41. Rural municipality in Manitoba
44. Narratives
45. "A tragedy had __ him"
48. Iranian city
49. Praises publicly
50. Founding Father Franklin
51. Herbal tea

CLUES DOWN

- | | |
|-------------------------------------|--------------------------------------|
| 1. Indian unit of mass | 25. Exists |
| 2. "Tears in Heaven" singer Clapton | 26. Woman (French) |
| 3. Part of a sailing vessel | 29. Expression of doubt |
| 4. Part of (abbr.) | 30. NHL legend Bobby |
| 5. Polynesian garland of flowers | 31. Accomplished |
| 6. Keyboard key | 32. Makes slightly wet |
| 7. One who steals | 35. National Assn. of Manufacturers |
| 8. Large oven | 36. Not sated |
| 9. Former CIA | 38. Poe's middle name |
| 10. Idea | 40. Swiss river |
| 11. Solomon Islands capital | 41. Rhythmic pattern in Indian music |
| 12. Afrikaans | 42. "Shane" actor Ladd |
| 14. Remove thatch | 43. Popular whodunit board game |
| 17. Television network | 44. Bar bill |
| 18. Jalen Brunson is one | 45. Ballplayer's tool |
| 20. Title of respect | 46. Indicates near |
| 23. Flowering trees | 47. Feet per second |
| 24. Occurring in a tube | |

							6	
	4			5				
	3	7			1		5	
		4	1					
			9			6		8
8		2			5		7	
	7			9				
					3			7
3				8	2			1

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D	R	D	Y	A	N	U	H	A	B	I	T	A	T	L	E	G	B	C	Q
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L	D	N	Y	K	H	C	T	A	C	D	A	R	K	G	Q	D	E	T	E
V	M	Y	W	Y	H	I	R	S	C	Q	B	S	U	S	R	U	U	Q	R
G	H	I	W	M	G	I	H	U	H	P	N	H	S	L	I	B	E	K	H
K	A	S	N	A	M	R	Y	K	F	T	I	H	C	E	B	N	B	W	

HUNTING AND FISHING WORD SEARCH

ANGLER, BAG LIMIT, BAIT, BLINDS, BOBBER, CAMO, CAMOUFLAGE, CASTING, CATCH, DECOY, FLETCHING, GAME, HABITAT, HARVEST, LICENSE, LURE, NET, POACHING, QUARRY, SCENT, SEASON, TACKLE, TRACKING, WILDERNESS

Answer: Tom Felton



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THE AWARD-WINNING PRINT & ONLINE FAMILY FEATURE



Hi! My name is **Addy Line!**
Join me for...

My morning began with a bumpy backpack ride to school! **Oooof!**





The teacher gave us a math puzzle. Can you help me finish it?

$$\star + \star = 8$$

$$\star - \diamond = 3$$

$$\star + \diamond + \diamond =$$

Standards Link: Math: Calculate sums and differences to 20.

Next, there was a **spelling quiz!** I guess I went a little too fast. I made three spelling mistakes. But that's what **erasers** are for!

Circle Addy Line's three mistakes. Then, rewrite the words correctly.

1. newspaper	6. editor
2. reporter	7. delivery
3. story	8. press
4. question	9. photo
5. factz	10. deadline

Can you draw the shape that comes next in each row to continue the pattern?

After lunch, our teacher explained how two smaller words can be combined to make a new word. That's called a **compound word**.

Draw lines to connect two words that create a compound word.

RAIN

GLASSES

KEY

COAT

SUN

BOARD

DOOR

CORN

POP

BELL

Oops! I hate when this happens! Can you take me to the sharpener?

SHARP!

STAR!

Extra! Extra!

Look Sharp

Look through the newspaper to find five prices or other money amounts. Write these in order from lowest to highest. Then have a friend or family member check your work.

Standards Link: 1. **English: Comprehension:** Follow simple written instructions. 2. **Math: Money:** Understand the value of money.

Kid Scoop Puzzler

Can you use your pencil to trace this design in one single line? It made me dizzy!

Double Double Word Search

Find the words by looking up, down, backwards, forwards and diagonally. Then look for them in this week's *Kid Scoop* stories and activities.

A	K	C	A	P	K	C	A	B	S
S	D	R	O	W	M	W	O	L	H
Z	Q	T	Z	S	N	A	R	O	A
I	Y	X	S	W	J	V	T	O	R
U	J	E	E	D	I	R	Y	H	P
Q	R	N	Z	F	A	S	T	C	E
P	G	N	I	L	L	E	P	S	N
Y	E	N	O	M	W	O	R	K	E
Q	M	I	S	T	A	K	E	S	R

Standards Link: Letter sequencing. Recognize identical words. Skim and scan reading. Recall spelling patterns.

FROM THE **SCOOP** LESSON LIBRARY

Make Your Point

What's your favorite part of the newspaper?
Write a letter to the editor and tell them why
you think that part of the newspaper is
important to you.

Standards Link: Reading Comprehension: Follow simple
written instructions.



How can a pencil make a room darker?

ANSWER: by drawing the curtains!



CRYPTO FUN

Solve the code to discover words related to hunting and fishing.

Each number corresponds to a letter.

(Hint: 18 = I)

A. 17 23 1 16

Clue: Wild animals hunted

B. 25 13 8 5 20 9

Clue: Prize for an accomplishment

C. 22 18 26 16 4 24 16

Clue: Document granting permission

D. 16 19 14 18 5 1 16 4 25

Clue: Gear

Answers: A. game B. trophy C. license D. equipment

WHAT'S THE DIFFERENCE?

There are four differences between Picture A and Picture B.

Answers:
1. Boy in front of line 2. Missing vest on second girl 3. Deer in back
4. Mushroom lower front right

Kid Scoop Together

Art Starts

Wooahoo! My very favorite part of the school day is when we get to create **ART!**

With a family member, use your imagination to draw pictures starting with these lines and squiggles Addy drew.



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Kid Scoop
VOCABULARY BUILDERS

This week's word:
CONNECT

The verb **connect** means to join two or more things together.

I used my pencil to **connect** the dots.

Try to use the word **connect** in a sentence today when talking with your friends and family members.

Write On! 

How Does Lead Get in a Pencil?

Describe how you think this happens.

Standards Link: Language Arts: Write descriptively using supporting details.

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K-State Agricultural Economist Predicts High Diesel Prices Through 2027

BY TIM CARPENTER
Kansas Reflector

Diesel costs are likely to remain elevated through next year to the detriment of farmers struggling to turn a profit and consumers grappling with food inflation, a Kansas State University agricultural economist says.

Gregg Ibendahl, farm management specialist with KSU's Extension Service, said the diesel market was

influenced by soaring crude prices, limited refining capacity and supply system interruptions. Consequences of international conflict may sustain those conditions and hold prices at \$6 to \$7 per gallon into 2027 or beyond, he said.

Shipping in the Gulf region and the Strait of Hormuz has been undermined since February by the United States' war with Iran. In addition, diesel exports

by Russia weakened since its full-scale military assault of Ukraine began in 2022. The only means of addressing pump prices would be to resolve global tensions and resume the regular international flow of fuel, Ibendahl said.

"Even in a best-case scenario, where the war in Ukraine winds down quickly and shipments through the Gulf normalize, it could easily take six months

for the market to adjust," Ibendahl said. "To see prices return to what we had earlier this year could take up to two years, even if everything goes right."

Ibendahl said diesel costs in Kansas climbed approximately \$2.25 per gallon during 2026. In Lawrence on Tuesday, the pump price of diesel stood at \$6.29 per gallon. The national average for diesel climbed to \$6.53 a gallon on Tuesday, accord-

ing to AAA motor club.

About one-third of escalation in domestic price was associated with crude oil costs, Ibendahl said.

"The price of oil has gone from the low to mid-\$70s to more than \$100 a barrel, and that probably explains about 70 cents of the increase per gallon," he said. "The rest is really because there just isn't enough diesel fuel in the world right now."

The bulk of the ballooning cost should be attributed to supply disruptions at the refinery level and transit issues, he said.

"Russia is still producing oil but can't get it refined easily because of damage to its refineries," Ibendahl said. "They've essentially shut off diesel exports to Europe, and there's not much moving through the Gulf, either. That's created a very real shortage."

U.S. refineries have operated at about 98% capacity, Ibendahl said, but overseas demand has drawn U.S. supplies offshore. An estimated 30% of diesel produced in the United States was destined for export and the tighter domestic supply was reflected in pricing, he said.

Ibendahl said many Midwest farmers returned to fields in the fall on tractors fueled by diesel. A north-central Kansas farmer might use four gallons of diesel to grow one acre of corn, he said. Assuming diesel remained \$2.25 above normal, which previously was below \$4 per gallon, that extra cost per gallon would add \$10 for each acre seeded. So, Ibendahl said, a corn farmer working 2,000 acres would see an instant input cost increase of \$20,000.

"For many operations, that can be the difference between having a profitable year and not making anything at all," Ibendahl said.

Higher diesel prices hit the bottom line of transportation companies, and those costs eventually must be passed to consumers, he said.

"We move practically everything in this country by truck, and almost all of those trucks run on diesel," he said. "They can't eat those costs forever. Over time, consumers are going to feel higher diesel prices, even if they're not buying diesel themselves."

PUBLIC NOTICE - GENERAL ELECTION

(First published in *The Gyp Hill Premiere* on Thursday, Sept. 24, 2026) 3t

PUBLIC NOTICE

Notice is hereby given that on the 3rd day of November, 2026, a General Election will be held in the County of Barber, KS.

UNITED STATES SENATE
Democratic: Adam Hamilton - Stilwell
Republican: Roger Marshall - St. John
Libertarian: David C. Graham - Overland Park

UNITED STATES HOUSE OF REPRESENTATIVE 4TH DISTRICT
Democratic: Katy Tyndell - Wichita
Republican: Ron Estes - Wichita
Libertarian: Drew Cranmer - Wichita

GOVERNOR/LT. GOVERNOR
Democratic: Cindy Holscher/KC Ohaebosim - Olathe/Wichita
Republican: Ty Masterson/Jeffrey Klemp - Andover/Lansing

SECRETARY OF STATE
Democratic: Jennifer Day - Overland Park
Republican: Pat Proctor - Leavenworth
United Kansas: Scott E. Morgan - Lawrence

ATTORNEY GENERAL
Democratic: Chris Mann - Lawrence
Republican: Kris Kobach - LeCompton

STATE TREASURER
Democratic: Juan C. Luengo - Olathe
Republican: Steven Johnson - Assaria
Libertarian: Eric Lund - Paola

COMMISSIONER OF INSURANCE
Democratic: Dinah Sykes - Lenexa
Republican: Daniel Hawkins - Wichita
Libertarian: Ric Koehn - Cimarron

STATE HOUSE 116TH DISTRICT
Democratic: Nathan Bales - Pratt
Republican: Kyle D. Hoffman - Coldwater

STATE BOARD OF EDUCATION 7TH DISTRICT
Democratic: Ann Zimmerman - Salina
Republican: Alana McWilliams - Abilene

SUPREME COURT JUSTICE
Position 4: Eric S. Rosen - Topeka

Position 6: Larkin E. Walsh - Leawood
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Position 2: Lesley Ann Isherwood - Wichita
Position 3: Amy Fellows Cline - Wichita
Position 5: Kim R. Schroeder - Hugoton
Position 7: Lori Ann Bolton Fleming - Weir
Position 13: Jacy Hurst - Lawrence

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Division 3: Gaten Thomas Wood - Cheney
Division 4: Shawn Robert Dejarnett - Mayfield

30TH DISCTRIC MAGISTRATE JUDGE
Position 1: Candace R. Lattin - Medicine Lodge
COUNTY COMMISSIONER DISTRICT 1
Republican: Mike Roe - Medicine Lodge
TOWNSHIP CLERK
Democratic: Moore - Shawn Simpson - Kiowa
Republican: Aetna - None filed, Deerhead - Kenton Marsh - Sun City, Eagle - Allan Maze - Medicine Lodge, Elm Mills - Rex A. Robinson - Sawyer, Elwood -None filed, Hazelton - Keith Rathgeber - Kiowa, Kiowa - Brent Diel - Kiowa, Lake City - Russell B. Lake III - Lake City, McAdoo - None filed, Medicine Lodge - Ted Colborn - Medicine Lodge, Mingona - Jeff Clarke, Moore - None filed, Sharon - Jeff England - Sharon, Sun City - Teena Thurber - Sun City, Turkey Creek - Sammye Hoss - Coats and Valley - Andrew Waggoner - Isabel

Polls will be open at 7:00 am to 7:00 pm
Barber County Ambulance Building (in Kiowa) - Aetna, Elwood/Hardtner, Hazelton, Kiowa East, Kiowa West, & Moore.

Barber County Annex - Deerhead, Eagle, Elm Mills, Lake City, McAdoo, Medicine Lodge One, Medicine Lodge Two, Medicine Lodge Three, Medicine Lodge Four, Medicine Lodge Five, Mingona, Sharon, Sun City, Turkey Creek, & Valley.

Barber County Ambulance Building
734 Main St
Kiowa, KS 67070
Barber County Annex
211 E. Kansas
Medicine Lodge, KS 67104



TIM CARPENTER / The Premiere

Gregg Ibendahl, farm management specialist with Kansas State University, says diesel prices paid by Kansas farmers and truckers will remain elevated into 2027 and beyond due to rising crude costs, limits on refining capacity and transport bottlenecks. In this image, the price of diesel in Kansas stands at \$6.29 per gallon.

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PUBLIC NOTICE

(Published in *The Gyp Hill Premiere* on Thursday, Sept. 24, 2026) 1t

PUBLICATION SUMMARY OF ORDINANCE NO. 214 PASSED BY THE GOVERNING BODY OF THE CITY OF HARDTNER, KANSAS ON THE 12TH DAY OF AUGUST, 2026.

SUMMARY

On August 12, 2026, the Governing Body of the City of Hardtner, Kansas, passed Ordinance No. 214 which repeals and replaces ordinance 182, the same being an ordinance relating to animal control and regulation. The complete text of this ordinance may be obtained or viewed free of charge at the office of the Hardtner City Clerk, 104 E Woodworth, Hardtner, Kansas 67057. This ordinance is not subject to a protest petition.

This summary is certified this 21st day of September, 2026.

/s/ Hannah L. Molz
Hannah L. Molz, #27626
City Attorney

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QUESTIONS OR COMMENTS? Contact Jason Jump at (620) 886-5654 or email ghp@gyphillpremiere.com

Mistakes Plague Indians For Third Straight Week

BY BOB MORRIS
Managing Editor

The Medicine Lodge football team got a pair of 16-yard runs from Mason Ricke to open Friday’s game at Kingman, but the offense stalled and the Indians had to punt.

Though the Indians forced the Eagles to punt, they never got on track after that. The Eagles took over from there, with three drives for points, while the Indians drove late in the first half and stalled.

Kingman then pulled away for good in the second half, handing the Indians a 42-6 loss. Medicine Lodge is 0-3 for the season.

Head coach Robert Smith said that the Eagles started blitzing linebackers into the B gaps, which was where the Indians had success running the football. They tried to run to the outside and were unable to contain Eagle defenders there.

But the biggest culprit the head coach cited was that the Indians didn’t do a good job in practice leading up to the Kingman game.

“What it boils down to, and I told the kids, we had a bad week of practice,” Smith said. “If you have a bad week of practice, you’re going to play poorly.”

He said he wouldn’t use the excuse of high temperatures the past week, noting that every team has to deal with that.

“I mean, Kingman had to deal with it, we have to deal with it — everybody’s got to deal with it,” Smith said. “So we just got to show up and be at practice and get better.”

He said that he is trying to build a culture in the football program and there will be some “growing pains” along the way. The Indians have also played three teams who have started the season 3-0: Chaparral, Douglass and Kingman.

“So it’s been a tough schedule to start,” Smith said. “But I feel like we could have won two of them, maybe three. But we’ve just got to quit making mistakes.”

The game was scoreless until 4:26 left in the first quarter when the Indians had a punt that would have put Kingman in its own territory, but the Indians were called for offsidess. They had to re-kick and the ensuing punt was shanked and the Eagles

took over at the Medicine Lodge 18-yard line. The Eagles scored two plays later.

Kingman then had a 62-yard drive for a touchdown, but Ricke blocked the extra-point kick and kept the score 13-0. But after Kycen Schaffer returned the kickoff to the 48-yard line, the Indians were unable to convert on fourth-and-1.

The Eagles then had two penalties on their next drive that negated a long scoring play, but they managed to overcome that and scored with 3:51 left to play in the first half, then got the two-point conversion for a 21-0 lead.

Medicine Lodge then returned the kickoff to the 41-yard line and drove the ball to the Kingman 4-yard line. But the Indians had four straight pass attempts that fell incomplete and the Eagles were able to run out the clock in the first half.

The Eagles scored to open the second half after a long return by Boston Beck to give Kingman the ball at the Indians 42-yard line. The Indians then drove to mid-field after a touchback, but as they tried to pick up the pace on offense, they had a bad snap that cost them 15 yards, then a sack put the Indians further back and they couldn’t convert.

Medicine Lodge held the Eagles on their next drive and a 23-yard field goal attempt was no good, then Ricke found room to run for 69 yards. Kycen Schaffer then punched the ball into the end zone on a 1-yard run to put the Indians on the board, 28-6.

But the Eagles recovered an onside kick attempt and scored after a 34-yard touchdown run by Logan Birkenbaugh.

Medicine Lodge got the ball back and drove to the Kingman 16-yard line but was unable to score. Kingman then got a big play from Beck, who ran the ball 67 yards for a touchdown.

Ricke finished with 143 yards rushing on 14 carries. Mavrik Insee had 115 yards passing, completing 14 of 25 passes with one interception. Judson Barnard had 64 yards receiving on seven receptions.

On defense, Ricke had nine tackles, Tell Thomas had seven, Schaffer had six and Barnard, Slayton Stone and Preston Cunningham each had five.

Smith said that playing



BOB MORRIS / The Premiere

TOP: Medicine Lodge’s Mavrik Inslee looks for room to run as Kingman defenders Chris Hepburn (21) and Andrew Ziegler (54) are in pursuit early in last Friday’s football game at Kingman. MIDDLE: Medicine Lodge’s Judson Barnard leans for the goal line as he’s tackled after a reception in the second quarter. BOTTOM: Medicine Lodge players Lane Clover (11), Kycen Schaffer (14) and Eric Hernandez bring down Kingman quarterback Logan Birkenbaugh. The Indians lost to the Eagles 42-6

teams like Chaparral, Douglass and Kingman should help in preparing for district play, which starts Oct. 9 at home against Syracuse.

“We’re not going to see anybody tougher except maybe Sterling will be in the ballpark of what we play in the first three weeks,” he said.

At the same time, Smith said, it doesn’t matter if the Indians don’t come prepared to play a game. He said if the Indians played like they did against Kingman, against any other team, they wouldn’t have won.

“And the thing, you know, looking at them on film, I knew they (Eagles)

were good, but I was like, yeah, we can compete with that team,” Smith said. “They don’t outweigh us by a hundred pounds. I was feeling pretty good about it, but it just boils down to a bad week of practice, bad game.”

But he said that most of the players understand what needs to happen and he is proud of them for that.

“The seniors, for the most part, they’re working hard,” Smith said. “They’re trying to be leaders. It’s just going to take a little bit to build a culture.”

Medicine Lodge will head to Belle Plaine this Friday. The Dragons are 0-3 for the

season and have a new head coach as well. They lost to Hutchinson Trinity 30-14 to open the season, fell to Kingman 42-8 and lost to Douglass last Friday 38-32. However, Smith said the Indians can’t take anything for granted.

“They’re good, but it doesn’t matter — if we don’t do our job, we’re going to get beat,” he said. “If we don’t have a good week of practice, we’re going to get beat. So, but it boils down to practice.

“You play like you practice. So it’s time to start practicing well. And it’s my job to make sure that happens.”

Chieftains Dominate Moscow 64-0, Improve to 2-1 for Season

STAFF REPORT

The South Barber football team shut out Moscow 64-0 last Friday for its second straight win of the season.

The game ended at halftime on the mercy rule and saw the return of Austin Swonger to the line-up, after he injured his hip in the season opener against Tescott. The injury wasn’t significant, though, and Swonger was since cleared to play.

Swonger completed eight of nine passes for

145 yards with four touchdowns and had a 21-yard touchdown run.

Tyler Archuleta added 49 yards rushing on three carries with one touchdown. Garen Cantrell caught four passes for 104 yards and three touchdowns and Devin Olson had a 25-yard touchdown reception.

On defense, Cantrell had two interceptions and Swonger and Olson each had one. Cody Shklar had six tackles, two for a loss, and Olson had six

tackles, with Zaphier Clausing adding five tackles, two for a loss, and Cantrell had four tackles, one for a loss.

South Barber (2-1) was set to host Deerfield this Friday, but Deerfield had to forfeit because the Spartans had lost too many players to injuries.

But the Chieftains found another team to play as Billings, Okla., will come to Kiowa to face the Chieftains this Friday at 6 p.m.

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Lady Indians Face Tough Teams at Home Tournament

BY BOB MORRIS
Managing Editor

The Medicine Lodge volleyball team made it to the championship bracket of its home tournament Saturday, but lost in bracket play to Conway Springs.

The Lady Indians went 2-1 in pool play, losing to Pretty Prairie 25-17, 24-26, 17-25, then beating Meade 25-19, 25-15 and beating Belle Plaine 25-19, 25-11.

In the first round of bracket play, Medicine Lodge lost to Conway Springs in two, 25-22, 25-23. No third-place match was held, thus ending the Lady Indians' tournament run.

Head coach Megan Inslee said that hitting errors cost the Lady Indians against Pretty Prairie. She was happy to see the girls battle but the errors didn't help.

Against Meade and Belle Plaine, though, Inslee said the girls played better.

"We had a lot of great swings, some really great serves," she said.

As for Conway Springs, Inslee noted that the Lady Cardinals are ranked ninth in Class 2A, so "we were excited to get to play them and I thought we played good overall. At the end, we had a few hitting errors that, again, we

couldn't just overcome there."

Still, the head coach said, the Lady Indians played well throughout the tournament, passed well and served well. She added that playing some quality teams will help Medicine Lodge down the road.

"Definitely seeing Conway and, of course, Pretty Prairie competed well today, too, (that) is definitely going to help us because we started out our season with some not very tough competition," Inslee said. "So, it'll only make us better as we go further down the season."

The head coach said that passing has been "pretty steady" but she

would like to see the hitting improve more than it has.

"We're not quite where I think we can be by the end of the season, so we still have a ways to go in hitting," Inslee said.

The Lady Indians have four seniors and Inslee said they are doing a good job of setting the tone for the team this season.

"Emmy Gerdes at setting, she's been phenomenal," Inslee said. "She's made some really great plays for is. Emery Shinliver at libero has had over 200 digs already this season and she's been great. She's always steady back there for us.

"And then Kenzie (Cunningham) has really helped speed up our offense quite a bit in the middle, and so that's been super helpful. Aubrey Miltner on the outside has always been a crutch that we lean on as an outside hitter."

The Lady Indians hosted Kingman and Belle Plaine Tuesday night. They beat the Lady Eagles 25-19, 25-12 and beat the Lady Dragons 25-10, 25-6.

On Sept. 29, the Lady Indians (16-5) head to Chaparral to face the host team and Conway Springs. Medicine Lodge will host Attica and Chase County on Thursday, Oct. 1.



BOB MORRIS / The Premiere

LEFT: Medicine Lodge's Emmy Gerdes sets the ball for a teammate during the Lady Indians' volleyball match against Conway Springs at the Medicine Lodge tournament Saturday. MIDDLE: Medicine Lodge's Maryn Inslee receives the serve and passes the ball during the match against Conway Springs. RIGHT: Medicine Lodge's Emery Shinliver readies to serve the ball against Conway Springs. The Lady Indians went 2-2 at their home tournament, then added a pair of wins Tuesday night and are 16-5 for the season.

Medicine Lodge Girl's Golf Sees Action at Kingman, Cheney Tournaments

STAFF REPORT

The Medicine Lodge girl's golf team competed at the Kingman tournament Thursday.

The varsity girls shot 527 as a team. Kingman won the tournament with 444.

Jeanae Long shot 118 and placed 16th, Lakota Azure shot 127 and placed 22nd, Aubrey Burton shot 139 and placed 28th, Grace Lyn Lyda shot 143 and placed 29th and Bristol Gleason shot 145 and placed 50th.

Two girls competed in the junior varsity tournament, in which girls shot nine holes. Darcie Miltner shot 63 and placed fifth and Gracyn Lynch shot 73 and placed

24th.

The Lady Indians then attended a 14-team tournament at Cheney Tuesday. They shot 509 as a team.

Individually, Darcie Miltner shot 120 and placed 53rd, Jeanae Long shot 125 and placed 62nd. Aubrey Burton shot 130 and placed 66th, Lakota Azure shot 134 and placed 67th and Gracyn Lynch shot 148 and placed 74th.

Medicine Lodge will compete at the Nickerson tournament Thursday. The Lady Indians are then scheduled to attend the Circle tournament this Monday and the Pretty Prairie tournament this Tuesday, Sept. 29.



BOB MORRIS / The Premiere

LEFT: Medicine Lodge's Jeanae Long placed 16th individually at the Kingman varsity girl's golf tournament last Thursday. RIGHT: Medicine Lodge's Darcie Miltner placed fifth overall in the Kingman junior varsity girl's golf tournament.



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MLHS Runners Fare Well at St. Johns

BY BOB MORRIS
Managing Editor

The Medicine Lodge cross country runners attended the St. Johns meet in Stafford Thursday, after originally scheduled to attend the Chaparral meet that was canceled because of course conditions.

In the boy's varsity race, Jaxon Baird was 18th with a time of 19:45.44, Miguel Hernandez was 20th with a time of 19:57.99, Kendall Hall was 21st with a time of 19:59.44, Dakota Hull was 44th with a time of 22:01.48 and Carson Woods was 75th with a time of 25:06.66.

In the girl's varsity race, Madisyn Day was 26th with a time of 25:18.48.

In the boy's 8th-grade two-mile race, Conner Moody was eighth with a time of 13:24.23 and Asher Brittain was 16th with a time of 14:37.56.

In the boy's 7th-grade one-mile race, Kaiden Wampler was 15th with a time of 6:28.76.

In the girl's 7th-grade one-mile race, Haddie Hull was eighth with a time of 6:49.77.

Head coach Kami Hahn said that the runners ran well even if the times didn't show it. She noted that the

humidity is getting to everyone right now.

"The varsity boys are working well together — getting them second as a team again this week against bigger and more teams gives them some great confidence," Hahn said.

"My sole high school girl is getting better and looking stronger. My junior high kids are making great progress every meet and gaining a lot more confidence as runners."

The Medicine Lodge runners will next compete at the Larned meet on Thursday, Sept. 24.

Joshua MacKinney Fifth at St. Johns Meet

STAFF REPORT

The South Barber cross country runners competed at the St. Johns meet at Stafford Thursday morning.

Joshua MacKinney placed fifth in the boy's varsity race with a time of 18:26.74.

In the varsity girl's race, Reignie Coggins placed 17th with a time of 24:21.92, Jenna Shields placed 34th with a time of 26:18.18 and Leah Rosenberger placed 57th with a

time of 30:20.44.

In the boy's 8th-grade two-mile run, James MacKinney was 10th with a time of 13:25.02.

In the boy's 7th-grade one-mile run, Mason Goeken was 49th with a time of 7:41.94 and Joseph MacKinney was 67th with a time of 10:45.57.

South Barber will next attend the Larned meet Thursday, Sept. 24.

GOOGLE AGREEMENTS

QUESTIONS OR COMMENTS? Contact Jason Jump at (620) 886-5654 or email ghp@gyphillpremiere.com

**Execution Version
DECOMMISSIONING AGREEMENT**
THIS DECOMMISSIONING AGREEMENT ("Agreement"), dated as of August 31, 2026 ("Effective Date"), is entered into by and between Google LLC, a Delaware limited liability company ("Developer") and Barber County, Kansas, a governmental entity in the State of Kansas (the "County"). County and Developer may each be referred to herein individually as a "Party", and collectively as the "Parties".

RECITALS
WHEREAS, Developer intends to construct and operate a data center facility to be located on privately owned rural farmland within the County and consisting of one or more data center buildings and other facilities for the operation, maintenance and replacement, from time to time, of computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and related improvements such as equipment used for distribution and management of electricity, internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as accessory uses or buildings reasonably related to data centers and consisting of assets relating thereto including non-permanent structures to support construction efforts, including job trailers, housing and support buildings for construction (the "Project");
WHEREAS, the Project will be located on property owned or controlled by the Developer within the County (collectively, the "Property"); and
WHEREAS, Developer desires to provide financial security to address the cost of decommissioning the portions of the Project located on the Property in the form of a bond, letter of credit, guarantee, or other security; and
WHEREAS, the County requires that decommissioning protect public health, public safety, roads, drainage, water resources, surrounding landowners, emergency responders, and future land uses, and that decommissioning obligations be secured by financial assurance available to the County without litigation or appropriation of County funds; and
WHEREAS, the County's execution of this Agreement does not constitute approval of any permit, road-use authorization, development approval, zoning action, industrial revenue bond, tax incentive, environmental approval, water right, annexation position, or other governmental decision; and
WHEREAS, all County actions under this Agreement remain subject to applicable Kansas law, including public-meeting, public...records, budget, public-purpose, and governmental-immunity requirements.
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:
TERMS AND CONDITIONS
1. Decommissioning and Restoration Security
(a) Agreement to Decommission.
(i) No later than ninety (90) days prior to the expiration of the Term (defined below) or prior to termination of this Agreement by either Party pursuant to this Agreement, Developer shall present a decommissioning plan to the County for the portions of the Project located on the Property (the "Decommissioning Plan"). The Decommissioning Plan shall be prepared by a qualified Kansas-licensed professional engineer or other qualified independent professional acceptable to the County and shall include, at a minimum: (a) a description of all Project improvements, structures, foundations, equipment, fencing, roads, utilities, stormwater facilities, generators, fuel systems, batteries, cooling systems, electrical systems, telecommunications systems, temporary facilities, and appurtenant facilities to be removed or restored; (b) a site map and phasing plan; (c) a schedule for decommissioning; (d) haul routes and traffic-control measures coordinated with Exhibit A of the final "Road Use Agreement", executed by and between the Parties and dated August 31, 2026; (e) dust, noise, stormwater, erosion-control, and public-safety measures; (f) procedures for removal, recycling, disposal, or lawful management of demolition debris, electronic equipment, batteries, fuels, oils, coolants, refrigerants, hazardous substances, hazardous wastes, universal wastes, and regulated materials; (g) restoration standards; (h) a cost estimate meeting this Agreement; (i) proposed contractors or minimum contractor qualifications; (j) landowner and adjacent-owner coordination procedures; and (k) reporting and closeout documentation.
(ii) The Decommissioning Plan shall include the removal of all physical material related to the Project located on the Property to a depth of forty-eight (48) inches below finished grade, or deeper where required by applicable law, County-approved plan, landowner agreement, environmental condition, or public-safety requirement and restoration of the surface of the Property to a condition that is equal to or better than the preconstruction condition, suitable for agricultural or other lawful prior use, free of Project-related debris and contamination, properly graded, stabilized, revegetated, drained, and safe for access and use, as reasonably determined by the County based on the approved Decommissioning Plan, unless otherwise agreed to in writing by the Parties (all hereinafter referred to as "Restoration"). The Parties shall then meet and discuss any revisions to the specific scope of the decommissioning activities and determine what, if any, assets should remain in place. No Project improvement, foundation, conduit, cable, road, utility, stormwater facility, equipment, or other asset may remain in place after decommissioning unless: (a) Developer identifies the asset in the Decommissioning Plan; (b) leaving the asset in place is lawful and will not impair public safety, drainage, agricultural use, environmental conditions, roads, or future land use; (c) the affected landowner, if different from Developer,

consents in writing; and (d) the County approves the asset to remain in writing. County approval may be conditioned or withheld in the County's reasonable discretion.
(iii) The Restoration shall be at Developer's expense and shall be completed within twenty four (24) months after the expiration of the Term or prior to termination of this Agreement by either Party pursuant to this Agreement, or within twenty four (24) months after any Decommissioning Trigger (defined below), whichever occurs first, unless the County approves a longer period in writing based on demonstrated necessity and adequate additional security. Developer shall provide the County with not less than sixty (60) days' written notice before commencing physical decommissioning work, except in an emergency or as otherwise directed by a governmental authority. Developer shall (a) perform all decommissioning work in a safe, good, workmanlike manner and in compliance with applicable law, permits, the Road Use Agreement, stormwater requirements, environmental requirements, and the approved Decommissioning Plan and
(b) keep the Property free and clear of all liens from such work, except for mechanics', laborers', contractors', suppliers', and similar statutory liens arising in the ordinary course of business for obligations that are not yet due or that are being contested in good faith.
(iv)
(1) Developer shall commence decommissioning upon the earliest of the following events (each a "Decommissioning Trigger"): (a) expiration or termination of this Agreement; (b) permanent cessation of commercial operation of all or substantially all of the Project; (c) abandonment of the Project or any material portion of the Project; (d) failure to operate all or substantially all of the Project for a continuous period of thirty-six (36) months, excluding temporary outages for repair, maintenance, casualty restoration, force majeure, utility interruption, or upgrade work if Developer is diligently pursuing recommencement of operations;
(e) Developer's written notice that the Project will not be completed or will be permanently discontinued; (f) insolvency, receivership, bankruptcy, foreclosure, deed in lieu, or similar event materially impairing Developer's ability to perform decommissioning obligations, unless adequate replacement security and a responsible operator are provided and approved by the County; or (g) any other event expressly identified as a decommissioning trigger in the Development Agreement, Road Use Agreement, permit, approval, or applicable law.
(2) If only a discrete phase or portion of the Project is abandoned or permanently discontinued, the County may require partial decommissioning and Restoration of that phase or portion, together with an updated Decommissioning Plan and updated Decommissioning Security for the remaining Project.
(v) On every tenth (10th) anniversary of the commencement of commercial operation of the Project, Developer shall provide to the County an estimate of the projected salvage value of the equipment to be removed from the Project site and the projected cost to Developer of decommissioning and restoration upon the termination of commercial operation of the Project as determined by an independent engineer mutually agreeable to the County and Developer. The Decommissioning Security shall be based on the full gross cost of decommissioning and Restoration and shall not be reduced by projected salvage value unless the County, in its sole discretion, approves a salvage-value credit in writing. Any approved salvage-value credit shall be conservative, separately documented, not exceed twenty-five percent (25%) of the gross Decommissioning Cost Estimate, and be supported by current market data.
(1) No salvage credit shall be allowed for materials that are obsolete, contaminated, encumbered, difficult to remove, subject to uncertain market demand, or necessary to fund waste disposal or environmental remediation. Salvage proceeds, if any, shall first be applied to decommissioning, Restoration, environmental compliance, road repairs, County costs, and other obligations under this Agreement. Developer shall remain liable for all costs exceeding salvage proceeds and the Decommissioning Security amount.
(2) Developer shall provide and continuously maintain financial assurance for the benefit of the County ("Decommissioning Security") in an amount equal to one hundred twenty-five percent (125%) of the then-current County-approved Decommissioning Cost Estimate, without reduction for salvage value except as expressly approved by the County under this Agreement. Decommissioning Security shall remain in effect until the County issues written confirmation that all Restoration obligations have been fully performed, all County costs have been paid, all liens have been released, all required closeout documentation has been accepted, and all post-restoration monitoring or warranty obligations have expired. Acceptable Decommissioning Security shall consist of one or more of the following, in form and substance approved by the County: (a) a letter of credit or a bond for benefit of the County, issued by a United States financial institution with a long-term unsecured credit rating of at least BBB by S&P or Baa by Moody's; or (b) cash escrow held by a Kansas bank or other escrow agent acceptable to the County under an agreement approved by the County. A corporate guaranty, parent guaranty, affiliate guaranty, unsecured promise, balance-sheet covenant, self-bonding arrangement, or other unsecured credit support shall not satisfy the Decommissioning Security requirement unless separately approved by the Board of County Commissioners at a duly noticed public meeting after review by the County Counselor and any financial consultant retained by the County.
(3) If the financial rating of the institution issuing the letter of credit or bond falls below

the required rating, Developer will replace such letter of credit or bond with an equivalent instrument from another institution which has the required rating within fifteen (15) business days after the downgrade, notice of downgrade, or County demand, whichever occurs first. Such Decommissioning Security shall remain in place until such time as Developer's Restoration obligations hereunder have been performed. Decommissioning Security shall not terminate upon expiration or termination of this Agreement and shall not be released until the County provides written release after final completion and acceptance of Restoration. Termination of this Agreement shall not terminate Developer's decommissioning, Restoration, payment, indemnity, security, reporting, or closeout obligations.
(4) The bond or letter of credit, as applicable, shall remain in force until the completion of Restoration. Upon written request, no more than once in any calendar year, the County may request Developer provide County with information and documentation to confirm the existence and maintenance of such security in favor of County. Developer shall provide the County evidence of continuation, renewal, replacement, and amount of Decommissioning Security at least thirty (30) days before any expiration date of such security.
(5) The County may retain, at Developer's expense, an independent engineer, environmental consultant, financial consultant, or other qualified professional to review any Decommissioning Plan, Decommissioning Cost Estimate, Restoration work, closeout report, or security instrument. Developer shall reimburse the County for such reasonable review costs within sixty (60) days after receipt of an invoice with reasonable supporting documentation.
(6) The County may draw on or make a claim against the Decommissioning Security, in whole or in part, upon any of the following: (a) Developer fails to commence decommissioning when required; (b) Developer fails to diligently prosecute or timely complete Restoration; (c) Developer fails to provide, maintain, renew, increase, or replace Decommissioning Security as required; (d) Developer fails to reimburse County review, enforcement, engineering, legal, administrative, road-repair, environmental, or contractor costs when due; (e) Developer files bankruptcy or becomes subject to receivership, foreclosure, assignment for benefit of creditors, or similar proceeding and adequate replacement security is not provided; (f) the letter of credit, bond, escrow, or other approved security will expire and has not been replaced at least thirty (30) days before expiration; (g) a Decommissioning Trigger has occurred and Developer has not provided a County-approved plan and schedule; or (h) the County reasonably determines that immediate action is necessary to protect public health, public safety, roads, drainage, property, or the environment.
(7) The County may use proceeds of Decommissioning Security to pay or reimburse all costs of decommissioning, Restoration, stabilization, security, fencing, road protection and repair, stormwater control, environmental testing, waste characterization, recycling, disposal, remediation, engineering, legal, administrative, procurement, project management, and enforcement, together with any other costs reasonably incurred to complete or verify Developer's obligations.
(8) County draw rights are cumulative and shall not limit Developer's continuing liability. If the Decommissioning Security is insufficient, Developer shall remain liable for all additional costs. If funds remain after full completion and acceptance of Restoration, payment of County costs, lien releases, and expiration of warranty or monitoring obligations, the County shall return the unused balance to the party legally entitled to receive it.
(vi) The surety amount shall be reduced by the amount of bond or other security, if any, that Developer is required to post by applicable governmental authorities for Restoration associated with the Project improvements on the Property.
(vii) Once Restoration commences, Developer will, in a competent manner in accordance with industry standards, applicable law, the approved Decommissioning Plan, and any other agreements with the County, diligently, continuously and in good faith continue the Restoration. If Developer's ability to operate the Project or performance of its obligations to decommission is prevented, delayed, or otherwise impaired at any time due to Force Majeure, then the time for performance shall be appropriately extended by the time of delay actually caused by the Force Majeure, provided that Developer shall promptly notify County and shall take immediate action upon completion of the Force Majeure event to minimize such delay. For purposes of this Section l(a)(iii). "Force Majeure" shall mean the acts of God, extreme weather, war, epidemic or pandemic, civil commotion, riots, damage to work in progress by reason of fire or other casualty, breakage or accident to machinery or lines, freezing of lines, inability to obtain or delays in obtaining additional necessary rights-of-way or permits (provided Developer has used reasonable efforts to obtain such rights-of-way or permits), strikes, lock outs or other labor disputes, terrorism, sabotage, the effect of any law, proclamation, action, demand or requirement of any government agency except as such action or requirement is not caused by Developer's default, the partial or entire failure of fuel supply or any other event that is beyond the reasonable control of the party claiming Force Majeure. Force Majeure shall not include lack of funds, increased costs, market conditions, lack of profitability, inability to obtain internal approvals, supply chain delays that could have been reasonably mitigated, contractor unavailability that could have been reasonably mitigated, failure to obtain permits due to incomplete or noncompliant applications, failure to maintain Decommissioning Security, bankruptcy, foreclosure, change in ownership, or Developer's negligence, misconduct, or breach of this agreement. A Force Majeure extension shall

apply only for the period actually and directly caused by the Force Majeure event. No Force Majeure event shall excuse payment obligations, security obligations, emergency stabilization obligations, or obligations necessary to prevent imminent harm.
(viii) Within thirty (30) days after completing decommissioning and Restoration, Developer shall submit a closeout report certified by Developer and, where applicable, by Developer's engineer or environmental professional. The closeout report shall include: (a) as-built or final site drawings; (b) photographs; (c) description of work completed; (d) quantities of materials removed, recycled, reused, or disposed; (e) disposal and recycling receipts; (f) environmental documentation; (g) road-repair documentation; (h) lien waivers or releases from contractors and subcontractors; (i) landowner confirmations, if applicable; and (j) certification that •Restoration complies with this Agreement, the approved Decommissioning Plan, and applicable law.
2. Representations and Warranties
(a) Representations, Warranties and Covenants of County. The County represents and warrants to Developer as follows:
(i) The County has full power and authority to execute, deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.
(ii) This Agreement has been duly executed and delivered by the County and constitutes the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.
(iii) The execution, delivery, and performance of this Agreement by the County will not violate any applicable law of the State of Kansas.
(iv) No provision of this Agreement shall be construed as a waiver of the County's police powers, legislative powers, quasi-judicial powers, emergency powers, tax powers, road authority, permitting authority, enforcement authority, public-records obligations, public-meeting obligations, or governmental immunities.
(b) Representations, Warranties and Covenants of Developer. The Developer represents and warrants to the County as follows:
(i) The Developer has full power and authority to execute, deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.
(ii) This Agreement has been duly executed and delivered by Developer and constitutes the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.
(iii) The execution, delivery, and performance of this Agreement by Developer will not violate any applicable law of the State of Kansas.
3. Term
(a) Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate upon the earlier of the 50th anniversary of the date that Developer provides notice to the County that the requirements for final completion of construction of the Project have been satisfied pursuant to the primary engineering, procurement, and construction agreement for the Project (the "Completion of Construction") or such time as the Project is fully decommissioned, unless earlier terminated or extended by the mutual agreement of the Parties.
(b) Notwithstanding the foregoing, Developer's decommissioning, Restoration, Decommissioning Security, • cost reimbursement, indemnity, insurance, reporting, closeout, warranty, and payment obligations in this Agreement shall survive expiration or termination of this Agreement until fully performed and accepted in writing by the County, which acceptance shall not be unreasonably withheld, conditioned, or delayed.
4. Miscellaneous
(a) No Waiver; Remedies Cumulative. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy shall operate as a waiver thereof. No single or partial exercise by any Party of any such right, power or remedy hereunder shall preclude any other further exercise of any right, power or remedy hereunder. The rights, powers and remedies expressly herein provided are cumulative and not exclusive of any rights, powers or remedies available under applicable law. In the event of Developer's default, the County may pursue all remedies available at law or in equity, including specific performance, declaratory relief, injunctive relief, recovery of costs, use or draw of Decommissioning Security, self-help after notice and cure where practicable, emergency action without prior notice where necessary to protect public health or safety, and recovery of reasonable attorneys' fees, engineering fees, consultant fees, administrative costs, and enforcement costs.
(b) Notices. All notices, requests and other communications provided for herein (including any modifications, or waivers or consents under this Agreement) shall be given or made in writing (including by telecopy) delivered to the intended recipient at the address set forth below or, as to any party, at such other address as shall be designated by such party in a notice to the other party. Except as otherwise provided herein, all notices and communications shall be deemed to have been duly given when transmitted by electronic mail with confirmation of receipt received, personally delivered, or in the case of a mailed notice, upon receipt, in each case given or addressed as provided herein.
Developer:
Copy to:
County:
Google LLC
1600 Amphitheatre Parkway Mountain View, CA 94043 legal-notices@google.com
Alan Claus Anderson
Polsinelli PC, 900 W 48th Place, Suite 900
Kansas City, MO 64112
(816) 572-4761
aanderson@polsinelli.com
Barber County Clerk 120 E. Washington Ave

GOOGLE AGREEMENTS

QUESTIONS OR COMMENTS? Contact Jason Jump at (620) 886-5654 or email ghp@gyphillpremiere.com

GOOGLE

• *From Page 8*

Medicine Lodge, KS 67104 (620) 886-3961 ASill@barber .ks.gov

(c) Amendments. This Agreement may be amended, supplemented, modified or waived only by an instrument in writing duly executed by all of the parties hereto.

(d) Successors and Assigns.

(i) This Agreement may be assigned only upon written consent of the Parties, which shall not be unreasonably conditioned, withheld, or delayed, except Developer may, upon notice to County, but without County's consent or approval, assign this Agreement to an affiliate or successor entity, or mortgage, charge, pledge, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement. Notwithstanding anything to the contrary, Developer may only assign this Agreement if the assignee agrees and acknowledges in writing that such assignee shall be bound by terms and obligations of this Agreement. Upon such assignment, all of Developer's rights and obligations shall inure to the benefit of and shall be binding upon the Developer's assignee and its respective successors, assignees and legal representative. No assignment shall release Developer from liability for obligations accruing before the effective date of assignment.

(ii) If requested by either Party or an assignee thereof, each Party hereto agrees to provide such further assurances and execute such additional documents as may be reasonably requested by the other Party to give effect to the foregoing assignment.

(iii) Any transfer or assignment of this Agreement by Developer shall also be subject to Developer assigning its rights and obligations under all other agreements and contracts entered into that relate to the Project by and between the Parties to the same assignee to the extent of the assigned rights, interests, and obligations hereunder.

(e) Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the Parties may execute this Agreement by signing any such counterpart. This Agreement constitutes the entire agreement and understanding among the Parties with respect to matters covered by this Agreement and supersede any and all prior agreements and understandings, written or oral, relating to the subject matter hereof.

(f) Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by applicable law: (a) the other provisions hereof shall remain in full force and effect in such jurisdiction in order to carry out the intentions of the Parties as nearly as may be possible; and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

(g) Headings. Headings appearing herein are used solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to conflicts of laws provisions.

(i) Public Records; Confidentiality. All records submitted to or held by the County are subject to applicable Kansas public records laws. If Developer contends that any submitted information is confidential, propriety, security sensitive, or exempt from disclosure, Developer shall clearly mark the information and identify the legal basis for the claimed protection. The County shall handle such information in accordance with Kansas law, but the County does not guarantee that any record will be withheld if disclosure is required by law, court order, or an authorized governmental authority.

(j) Mediation. The Parties will attempt in good faith to resolve any dispute through negotiation. If unresolved within sixty (60) days after the dispute arises, either Party may initiate mediation with a mutually agreeable mediator, or one appointed by the American Arbitration Association, before filing a court action. Mediation will occur at a neutral site, be treated as settlement negotiations to the extent permitted by law, and the Parties will share the mediator's fees equally. Each Party will bear its own other costs.

[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW.]

Execution Version
ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT ("Agreement") is entered into as of this 31st day of August, 2026 ("Effective Date") by and between Google LLC, a Delaware limited liability company ("Developer") and Barber County, Kansas, a governmental entity in the State of Kansas, whose address for purposes of this Agreement is 120 E Washington, Medicine Lodge, KS 67104 ("County"). County and Developer may each be referred to herein individually as a "Party", and collectively as the "Parties". For this Agreement, the term "Roads" means any County or township right-of-way, or other roads, alleys, or ways that are owned, operated, or maintained by the County or any township located within the County, including, but in no way limited to, gravel, pavement, ditches, culverts, and bridges.

RECITALS

WHEREAS, Developer intends to construct and operate a data center facility to be located on privately owned rural farmland within the County and consisting of one or more data center buildings and other facilities for the operation, maintenance, and replacement, from time to time, of computer systems and associated

components, such as a telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and related improvements such as equipment used for distribution and management of electricity, internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as accessory uses or buildings reasonably related to data centers and consisting of assets which relating thereto including non-permanent structures to support construction efforts, including job trailers, housing, and support buildings for construction (the "Project"); and

WHEREAS, the Project will be located on property owned or controlled by the Developer within the County (collectively, the "Property"); and

WHEREAS, Developer intends to obtain the necessary approvals to build the Project; and WHEREAS, Developer may traverse certain Roads that are maintained by townships within the State of Kansas (each a "Township"); and

WHEREAS, in connection with the construction of the Project, the Parties desire to address certain issues relating to Roads over which it will be necessary for Developer and its agents, employees, or servants to, among other things:

i. Transport heavy equipment and materials which may be in excess of local design limits of certain of the Roads;

ii. Transport materials, such as concrete and gravel, or other project-related material or equipment;

111. Make specific modifications and improvements (both temporary and permanent, including various associated culverts, bridges, road shoulders, and other fixtures) pursuant to the terms of this Agreement to permit such equipment and materials to pass; and iv. Place electrical, electric transmission, signal, and communication cables and appurtenant components (collectively "Cables") for the Project adjacent to, above, under, or across such Roads, where installation is in accordance with County regulations or this Agreement; and

WHEREAS, the County has selected as its engineering consultant Kirkham Michael and Associates, Inc. ("Consultant") by written agreement to the County in the implementation of this Agreement; and

WHEREAS, it is in the best interest of the public health, safety and welfare that Developer and the County reach an agreement to address possible issues pertaining to the Roads that will arise in, around, and near the Project; and

WHEREAS, Developer and the County wish to set forth their understanding and agreement relating to the use of Roads during construction of the Project.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

Section 1. Developer Covenants.

(A) Developer will use commercially reasonable efforts related to the following activities in accordance with the terms of this Agreement: Initial Construction Period, Operation Period and Decommissioning Period. For purposes hereof, the term "Initial Construction Period" means the period beginning on the date that any equipment to be used in connection with initial construction and installation of the Project is first mobilized in the County and ending on the date that the County accepts Developer's Completion Certificate.

The "Operation Period" commences on the day following the end of the Initial Construction Period and continues until the Decommissioning Period (defined below) commences.

The "Decommissioning Period" commences sixty (60) days subsequent to the date Developer's written notice to the County that Developer has ceased operation of the Project and continues until the date Developer has completed performing its decommissioning obligations pursuant to the Decommissioning Agreement between Developer and the County.

The term "Heavy" means a gross weight equal to or greater than 80,000 pounds gross or such other criteria as may be approved by the parties in writing.

The term "Light Trucks" means vehicles with a gross weight equal to or less than 80,000 pounds gross, or any vehicle intended for passenger transport.

The term of this Agreement (the "Term") commences on the Effective Date of this Agreement and ends on the last day of the Decommissioning Period.

(B) Within sixty (60) days following the Effective Date of this Agreement, Developer will designate the name, address, email address and phone number of an onsite company representative with authority to represent Developer. Developer shall assign one primary contact for the Term hereof and shall notify the County and Consultant within 48 hours of any change in such designee.

(C) At least sixty (60) days prior to beginning construction of the Project, Developer will provide the County Road and Bridge Supervisor (as defined below) with a transportation route for the Project equipment, subject to amendment. Attached as Exhibit A hereto is the preliminary site plan identifying parts of the Project such as haul routes, site access points, Road crossings, access roads, highway haul routes, county roads, local roads, dirt/unpaved roads, and US/ State roads, the Project area. Prior to the start of construction, Developer shall provide a site plan identifying the interconnection location, laydown yard locations, operation and maintenance building location, substation location, concrete batch plant locations, other material staging sites, and any other necessary information requested by County or Consultant pertaining to facility loca-

tions and road use. Such preliminary site plan and preliminary transportation routes shall be subject to necessary amendments, as provided to the County and its Consultant in writing.

(D) Developer will provide plans to the County Road and Bridge Supervisor, and the Township Trustee (as defined below) if on a Township maintained road, for review and approval for any improvements to County Road assets necessary to facilitate transport trucks used by Developer during construction of the Project, make any necessary improvements, and at the conclusion of construction, at County's election, or Township's election if on a Township maintained road, either leave any improvements located on Roads in place in the condition required prior to Developer's initial use of the improvements, or remove any such improvements and restore the affected property;

(E) Prior to commencement of Construction Activities (defined below), Developer shall consult with the County and Consultant with respect to any construction necessary to improve or upgrade roads, bridges, and/or culverts or to temporarily widen any comer/intersection radius necessary to facilitate the turning movements of transport trucks during such Construction Activities. Developer shall, at its sole expense, make any such necessary permanent or temporary improvements upon approval from the County and Consultant. Upon the completion of the Construction Activities, Developer shall remove any such temporary improvements and restore the affected property to its original conditions. Any permanent improvements approved by the County and Consultant to remain in place on County right-of-way, shall be retained by the County and, upon completion of the Construction Activities and thereafter, the further maintenance and repair of such improvements shall become the responsibility of the County.

(F) Developer will transport or cause to be transported oversize loads in a manner . reasonably calculated to minimize adverse impact on the local traffic.

(G) All Road entrances, permanent or temporary, constructed for the purposes of the Project shall be installed in locations which provide adequate sight distances and where applicable, will have installed drainage structures adequately sized so as not to significantly change existing drainage. Culverts for entrances shall be sized by a Kansas Licensed Professional Engineer. All costs associated with construction of Project entrances shall be the sole responsibility of Developer.

(H) Developer shall be responsible for preserving or perpetuating all existing Public Land Survey System ("PLSS") comer monuments, public right-of-way monuments, and property boundary monuments affected by the Project. Comer monuments found to be in danger of being disturbed during construction of the Project will have an endangerment report filed with Barber County and the Kansas State Historical Society by a Professional Land Surveyor licensed in Kansas ("PLS"). In areas where it appears that a monument location could be disturbed by Developer's Construction Activities, Developer will be responsible to employ a PLS to search for existing monumentation in accordance with applicable Kansas State Statutes, any existing monuments which become disturbed or destroyed by Developer's Construction Activities are to be re-established in accordance with applicable Kansas State Statutes.

(I) Developer shall notify the County and Consultant by email on Monday of each week in advance of all planned oversize transportation movements along any Road, including perpendicular crossings to be performed during such week. Developer shall provide to Consultant typical axle configurations with weight per axle for oversize transportation movements at least 30 calendar days prior to Construction Activities. All perpendicular crossings are to occur along the approved Roads and shall be repaired as required in this Agreement.

(J) Developer shall transport or cause to be transported the oversize loads and construction equipment, materials and supplies in a manner designed to minimize adverse impact on the local traffic.

(K) Developer will provide no less than 24 hours' notice to the Emergency Management, Sheriff Office, Consultant, County Road and Bridge Supervisor, or Township Trustee if a Township/County maintained road, when it is necessary for a Road to be closed for any reason relating to the construction of the Project, other than short-term closures (less than 15 minutes) to mitigate hazards, or accommodate vehicle turns or ingress or egress from Roads or road closures that are already noted in the plans described in Section I(C). Notwithstanding the foregoing, Developer will provide all materials, signage, and personnel necessary to close the Road safely;

(L) Developer will provide signage of all Road closures and work zones in compliance with the most current manual on Uniform Traffic Control Devices adopted by the State of Kansas and as may be required by the Consultant and County. Developer shall provide the County and Consultant with KDOT approval for any work within the KDOT right-of-way and approval for any work removing signs and sign replacement specifications.

(M) Developer shall provide dust control measures to prevent the surface and air transport of dust during Construction Activities and minimize low visibility conditions caused by airborne dust along Roads. Dust control measures must comply with industry standards and with applicable federal, state and local laws, rules, regulations or permit requirements governing this practice. Dust control measures shall include surface application of magnesium chloride on Roads for a distance of 250 feet on each side of an entrance to a residence or dwelling located along the County right of way, unless otherwise agreed upon by the County, Consultant, and Developer.

Additional dust control measures may include but not be limited to the application of water or

dust palliatives.

(N) Prior to commencement of Construction Activities, Developer shall construct, at its sole cost and expense, any improvements or repairs necessary to permit the safe and efficient use of the Road for Construction Activities. Developer shall provide regular maintenance required to Roads damaged by the Project during the Project's construction, including grading and re-pairing damaged areas along paved and unpaved Roads during Construction Activities. Appropriate maintenance techniques and methods will be approved by County and Consultant, which approval shall not be unreasonably withheld. During construction or decommissioning, the County shall not be responsible for maintaining any road or project upgrades installed by or required for construction of the Developer project.

"Construction Activities" means all activities performed by or on behalf of Developer in connection with the site preparation, construction, installation, reconstruction, expansion, repair, replacement, or decommissioning of the Project that involve (a) Heavy Haul Road Use, (b) the transportation of oversized or overweight loads over the Roads, or (c) physical work within or affecting any Road or County right-of-way, including the construction or modification of entrances, crossings, utilities, drainage structures, bridges, culverts, traffic-control measures, staging areas, or temporary or permanent Road improvements. Construction Activities shall not include Standard Road Use, commuting in passenger vehicles or Light Trucks, deliveries by ordinary third-party courier or delivery services, or routine operation and maintenance of the Project that does not involve Heavy Haul Road Use or physical work within or affecting a Road or County right-of-way.

(O) Developer will purchase and deliver applicable road materials for repairs to Roads that are damaged by Developer and/or Developer agents, employees, or servants during the hauling of materials and/or construction of the Project and bear all costs to restore and repair any Roads that are damaged by Developer and/or Developer agents, employees, or servants during the hauling of materials and/or construction of the Project;

Upon completion of Construction Activities and as provided in this Agreement, Developer shall purchase and install applicable road materials for repairs and perform and bear all reasonable costs to restore any Roads that are utilized by Developer during the Construction Activities to a condition at least equal to that which existed immediately prior to the commencement of the Construction Activities and as identified in the Pre and Post-construction Inventories (as herein-after defined).

(P) Pursuant to Barber County Resolution No. 08-05, all Cables or other temporary or permanent lines, apparatus or fixtures must be bored under a Road in accordance with the terms of said Resolution No. 08-05. Developer will comply with Resolution No. 08-05. Each Road crossing shall be restored promptly to its pre-construction condition, with vegetation restored as soon as practicable thereafter.

(Q) Developer will cooperate with the County to reasonably mitigate safety hazards to public travel to the extent such hazards are caused by Developer and/or Developer's agents, employees, or servants during the hauling of materials and/or construction of the Project.

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(R) The obligations and terms of this Agreement applicable to the initial pre-construction and construction period of the Project also apply to any Post-Construction Activity (as defined in Section 4(E) below) and any decommissioning period.

(S) Developer shall make reasonable effort to source materials for repairs required to the Roads pursuant to this Agreement in a manner that will not materially impact County's ability to source materials for performance of County's routine and regular maintenance obligations. All material used by Developer for repairs to County property must be approved by Consultant, which approval shall not be unreasonably withheld.

(T) Developer shall perform emergency repairs to Roads damaged during construction of the Project as provided in this Agreement.

(U) To the extent applicable to the Roads, Developer shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any governmental authority having jurisdiction over the Project, and obtain all permits and licenses required in connection with the use and repair of the Roads.

(V) Developer shall reimburse County for reasonable out-of-pocket expenses, including the cost of the Pre- and Post-Construction Inventories (defined below), professional engineering fees and reasonable expenses for County's Consultant, and other fees related to reasonable professional services (e.g., accounting and legal) related to the effectuation of this Agreement within sixty (60) days of submission by the County of a written invoice detailing such expenses for which County seeks reimbursement, though such reimbursement shall not exceed \$1,000,000 in the aggregate over the Term.

(W) In the event that Developer or any Project contractors or suppliers use County roads other than those designated for Project construction purposes as set forth in Exhibit A hereto (other than for commuting in passenger vehicles or Light Trucks) without prior authorization of the County, Developer agrees to promptly repair any damage resulting therefrom in accordance with the terms of this Agreement. Such unauthorized usage shall be immediately reported in writing, email, or by other means of communication to Developer's designated onsite representative. If any unauthorized road usage by Developer or any Project contractors or suppliers are discovered, the County shall report such violation within 48 hours to Developer's designated representative with sufficient detail

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QUESTIONS OR COMMENTS? Contact Jason Jump at (620) 886-5654 or email ghp@gyphillpremiere.com

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to verify the violation. Developer agrees, at the County’s option, to either pay the County for the costs of repair of any damage resulting therefrom or to repair immediately any damage resulting therefrom in a manner approved by the County. In addition, following written notice from the County describing the unauthorized use in reasonable detail, Developer shall have a reasonable opportunity to investigate the alleged unauthorized use and take corrective action to prevent its recurrence. The County may assess a road use and disruption fee of \$5,000 per day only if the unauthorized use was willful or constitutes a repeated occurrence of the same or substantially similar unauthorized use after Developer received such written notice and a reasonable opportunity to cure. Cumulative violations, whether per vehicle, per unauthorized road use, or per day, shall only be applied if Developer has received notice of such violation and has failed to take corrective action within 24 hours. No road use and disruption fee shall apply if Developer did not know, and reasonably should not have known, that the applicable road was not authorized for Project construction use, or if the applicable driver used or was redirected to such road because of an emergency, safety concern, road closure, traffic-control measure, direction from law enforcement or other governmental personnel, or other circumstances reasonably requiring such use to protect persons or property. Any such fee shall be paid within forty-five (45) business days after Developer receives a written demand from the County setting forth the basis for the assessment in reasonable detail.

(X) In the event Developer fails to satisfy its obligations under this Agreement, unless otherwise specifically provided herein, Developer shall cure the failure within seven (7) business days. If the cure requires more than seven (7) business days, Developer shall, within that 7-day period, notify the County of the reason for the delay and propose a reasonable time. If the County denies the time to cure proposed by Developer then the County may order the immediate suspension of any or all Construction Activities in the Project Area, as the County determines advisable in light of the nature of the failure, until such default is cured or a plan to prevent future defaults of a similar nature is approved by Consultant or County. However, in any emergency situation in which Developer has failed to satisfy the above-referenced obligation, the County may order the immediate suspension of any or all Construction Activities within the Project Area until such emergency situation has been cured.

Section 2. County Covenants.

The County, in accordance with the terms of the Agreement, agrees that it shall:

(A) Within sixty (60) days following the Effective Date of this Agreement, designate the name, address, email address and phone number of a County representative with authority to represent the County (the “County Road and Bridge Supervisor”). Such representative will coordinate with and keep the County Board of County Commissioners apprised of material information pertaining to this Agreement;

(B) Within sixty (60) days following the Effective Date of this Agreement, the County will coordinate with any townships within Barber County whose maintained Roads are within the transportation route to designate a township representative with authority to represent the township (the “Township Trustee”). If the County is unable to coordinate the designation of a Township Trustee, the County Road and Bridge Supervisor shall act as Township Trustee and use their best efforts to represent the township.

(C) Perform reasonable routine and regular maintenance of the Roads in accordance with the County’s usual maintenance practices and without unnecessarily hindering construction of the Project-related access points and Road crossings;

(D) Within twenty (20) working days from the date they are submitted, or at the next scheduled meeting of the County Board of County Commissioners, review and approve plans (if applicable) for all Project-related utility encroachments on County Roads;

(E) If applicable, within twenty (20) working days after submission of such applications by Developer, issue master overweight and oversize permits for the Roads and waive overweight permit fees; and

(F) Authorize the designated County representative to agree on behalf of the County to revisions to any plans or schedules submitted by Developer as soon as practicable after revisions are submitted to the County by or on behalf of Developer.

Section 3. Road Use and Planning Inventory.

(A) Road Use. The County hereby grants to Developer and its representatives a non-exclusive road right of way to enter upon and utilize the Roads with vehicles or combined vehicles less than 80,000 pounds, or to have the Roads utilized by third-party courier or delivery services or by Developer and its representatives for tree clearing or other site preparation activities (“Standard Road Use”). Unless expressly stated otherwise herein, Standard Road Use shall not be subject to the terms and conditions of this Agreement. County additionally hereby grants to Developer and its representatives, subject to the terms of this Agreement, a non-exclusive road right of way to enter upon and utilize the portion of the Roads identified on the attached Exhibit A with Heavy vehicles or combined vehicles equal to or greater than 80,000 pounds (“Heavy Haul Road Use”). Unless otherwise stated herein, the terms and conditions of this Agreement shall only apply to Heavy Haul Road Use.

(B) Road Inventory.

(1) Pre-Construction Inventory: Prior to commencement of Construction Activities, the Consultant will perform a survey and evaluation to record, document and report on the existing condition of the Roads (the “Pre-Construction

Inventory”). During this survey and evaluation, the entire length of the Roads within the Project area and other Roads located outside the Project area which may be used for transporting equipment, materials, components, etc. may be videotaped and/or photographed by the Consultant. Testing, evaluation, core samples, or similar evaluations of existing Roads may be performed by the Consultant as determined to be advisable by Consultant. To whatever extent available to the County, the County shall make available to Developer copies of any plans, cross-sections and specifications relevant to any existing Road’s structure and Developer shall make available to the County and Consultant all geotechnical, road condition, bridge, and culvert reports commissioned by Developer. The Pre-Construction Inventory, including all documentation and information prepared by the Consultant and Developer, shall be reviewed and approved by the Road and Bridge Superintendent, which approval shall not be unreasonably withheld. The Pre-Construction Inventory shall include but not be limited to documentation of visual field evaluations of the road surfaces and drainage structures located along the Roads, load analysis of bridge structures and span culverts located under the Roads and performing core samples on paved portions of Roads.

(2) Pre-Construction Improvements. Prior to starting initial construction, reconstruction, and decommissioning phases of the Project, a written Action Plan detailing any improvements or repairs to Roads, sub-surfaces, grades, ditches, traffic control, bridges, culverts, pipes, crane crossings, or any other drainage structures on Roads that are identified in the Pre-Construction Inventory (the “Action Plan”) shall be presented to the County and Consultant by Developer and approved by the County Road Supervisor. Any such approval shall be limited to determining whether the Action Plan is consistent with the Pre-Construction Inventory and the requirements of this Agreement and shall not be unreasonably withheld, conditioned, or delayed. Prior to commencement of initial construction activities and decommissioning phases of the project Developer shall construct, at its sole cost and expense, only those improvements or repairs that are reasonably necessary to permit the safe and efficient use of the Roads for Construction Activities and that are specifically identified in the Pre-Construction Inventory and the approved Action Plan. Developer shall be required to rebuild or pave any Road if such work is specifically identified in the Pre-Construction Inventory as reasonably necessary due to projected Project construction traffic.

No jump spans will be used to temporarily cross bridges or culverts. Developer shall pay the costs to replace or modify bridges and culverts only to the extent such replacement or modification is required as a direct result of Project-related overweight hauls. Developer will not use any Roads with equipment or vehicles with metal tires, except metal-tracked equipment may be operated on unpaved County roads and within County rights-of-way, provided that Developer shall use rubber track pads, protective matting, or other reasonably equivalent protective measures when metal-tracked equipment is operated on paved County roads. All concrete trucks must comply with Kansas legal loads and when loaded and haul with the tag and bridge axles down. Construction vehicles must keep speeds to less than the legally designated speed limit. All unpaved haul routes must have a minimum of 4 inches of gravel installed prior to use by Project. Consultant or County may request additional gravel placed along stretches of Roads that are soft, failing, or show additional signs of wear and tear from construction usage with additional gravel installed within seven (7) business days of written demand, or within such other reasonable period as the Parties may agree based on material availability, weather, and site conditions. Upon request, all gravel weight tickets must be provided to Consultant for review. No construction equipment is allowed to be loaded, unloaded, or parked within County rights-of-way or on County roads, except when approved in advance by the County, which approval shall not be unreasonably withheld, conditioned, or delayed, or as reasonably necessary to perform utility installation activities, address emergencies or safety conditions, or comply with traffic-control requirements.

(3) Construction Activities Inventory. The Consultant will serve as a liaison between the Parties to this Agreement. During the Construction Activities, the Consultant is expected to inspect the Roads being used by Construction Activities as needed and directed by the County, and report to Developer regarding the conditions of such Roads.

Developer shall cause its construction contractor to keep load tickets to log the volume of aggregate delivered per mile to assist in keeping aggregate depth uniform across the Roads. Developer shall provide County and Consultant with copies of the aggregate load tickets and organized tracking spreadsheet that are used to improve the Roads. County and Consultant shall use the Formula of (LENGTH (5280 ft) X WIDTH (ft) X DEPTH (0.33 ft) X 140 (LBS/CUBIC FOOT)/2000 = TONS/MILE) to determine that the aggregate per mile is uniform and that the minimum aggregate thickness is met. If the ticket audit determines that Developer has failed to deliver aggregate as agreed, County or Consultant shall notify Developer of deficiency and additional aggregate shall be delivered within 5 working days of request, or as soon thereafter as possible based upon commercial conditions. The additional aggregate tickets shall be submitted to County and Consultant as proof of curing the deficiency.

(4) Post-Construction Inventory

(a) Following Completion of Construction of the Project, the Consultant will perform a post-construction survey and evaluation, similar to the Pre-Construction Inventory described above, in coordination with and permitting input

from Developer and record, document and report on the then-existing conditions of the Roads (the “Post-Construction Inventory”).

To the extent the Post-Construction Inventory demonstrates any portion of the Roads has deteriorated, declined or diminished from the Pre-Construction Inventory (e.g., wheel lane rutting, cracking, less gravel, or other damage), Developer and the Consultant shall in good faith attempt to mutually determine the extent, nature and cost of the repairs or improvements necessary to return the Roads to not less than the Pre-Construction Inventory condition. The Post-Construction Inventory, including all documentation and information, shall be prepared by the Consultant, with the input of Developer, and shall be reviewed and approved by the Superintendent, which approval shall not be unreasonably withheld. The Post-Construction Inventory shall include but not be limited to documentation of visual field evaluations of the road surfaces and drainage structures located along the Roads and providing an opinion of probable cost for repairing damaged Roads.

If Developer and the Consultant are unable to reach agreement on any requested repair within thirty (30) days after delivery of the Post-Construction Inventory, the disputed matters shall be submitted to an independent, qualified third-party engineer mutually selected by the County and Developer. The independent engineer shall review the Pre-Construction Inventory, the Post-Construction Inventory, and any supporting information submitted by the Parties and shall determine the extent to which any deterioration, decline, or diminution in the condition of the Roads was caused by Developer’s use of the Roads and the nature and reasonable cost of any repairs or improvements for which Developer is responsible under this Agreement. The independent engineer’s written determination shall be final and binding upon the Parties, absent manifest error. Developer shall bear all fees and expenses of the independent engineer, and each Party shall bear its own other costs incurred in connection with the dispute.

(b) Developer will, and is obligated to, make any or all repairs of damage caused by Developer or Developer’s agents, employees, contractors, subcontractors, affiliates, and servants necessary to return the Roads to a pre-construction condition, at its sole cost and expense. Developer shall be liable for any deterioration, damage, or reduction in serviceability of Roads occurring during the Term within areas of use by Developer or its agents, employees, contractors, subcontractors, affiliates, and servants, but only to the extent caused by such use. Developer shall not be liable to the extent such deterioration, damage, or reduction in serviceability is attributable to normal wear and tear, pre-existing conditions, use by third parties, weather events, agricultural traffic, or the County’s failure to properly inspect, maintain, repair, or service the Roads.

(5) Repairs and Restoration. Following the Post-Construction Inventory and evaluation of the damage, Developer shall, at its sole expense, restore the Roads to a condition not less than the condition that existed as demonstrated by the Pre-Construction Inventory in accordance with the results of the Consultant’s Post-Construction Inventory. Developer shall within 60 days following the completion of the Post-Construction Inventory, provide written notice to the County and Consultant of when it will make the repairs. The notice shall specifically identify the methods and materials to be used to make the repairs identified in the comparison of the Pre- and Post-Construction Inventories and the expected date by which such repairs shall be completed. The methods and materials will be approved by the Consultant, acting reasonably, prior to commencing any repair work. Subject to force majeure events, all identified repairs are to be completed within 365 days after Developer provides the above-mentioned written notice to the County and Consultant. If Developer fails either (i) to begin repairs and restoration within 30 days of the date of the above-described notice, unless otherwise approved by the County; or (ii) to complete the repairs and restoration within 365 days after the above-mentioned written notice to the County and Consultant, each subject to force majeure events, the County may immediately undertake all repairs necessary to return the Roads to a pre-construction condition at Developer’s sole cost and expense. Such expense may include, but shall not be limited to, the reasonable costs to purchase and deliver all road materials used by the County to restore the Roads to a pre-construction condition, and costs incurred in obtaining the labor and equipment necessary to undertake and complete such repairs in a timely and workmanlike manner. Developer further agrees that if the County undertakes such repairs, the County may, in its commercially reasonable discretion, enter into agreements with one or more third party contractors specifically for the purpose of repairing those Roads that suffer damage caused by or contributed to any of Developer’s activities undertaken in the construction of the Project, and that Developer will bear all commercially reasonable costs incurred by County in the retention of any such third party contractor(s). These costs incurred by County will be reimbursed to the County by Developer within sixty (60) days following Developer’s receipt of an invoice in accordance with the terms of Section 3(B)(4)(a). Nothing in this Agreement shall require Developer to be responsible for completing or performing repairs not caused by Developer’s use of the Roads as demonstrated by the Pre- and Post-Construction Inventories. The Parties agree that Developer shall not be required to pay or reimburse the County for costs of improving load maximums, expanding or adding lanes, or otherwise upgrading a Road above its pre-construction condition.

(6) Emergency Repairs. Developer shall, as soon as reasonably possible and not later than 24 hours after becoming aware of any emergency or hazardous conditions on the Roads, notify

the Consultant and Superintendent of any such conditions and, unless directed otherwise by Consultant or Superintendent, shall repair or restore such conditions at Developer’s sole expense if such condition arises out of Developer’s use of the Roads, with respect to whether such condition also results from deferred maintenance by the County during the course of Developer’s use of the Roads. If any such condition is not corrected by Developer within 24 hours after the County’s receipt of such notice, the County may cause emergency road and bridge repair to be performed by County personnel or qualified contractors, and Developer shall, within sixty (60) days following receipt of an itemized invoice for the costs of said repairs, reimburse the County for all reasonable repair costs, including overtime for County personnel, incurred by the County for said repairs.

(7) If Developer fails to provide the notice to the County described in Section 3(B)(4)(a) above within the time allotted or, after providing notice to County of its intention to undertake any such repairs, fails to complete the repairs within the period set forth in Section 3(B)(4)(a), and there is no ongoing dispute between County and Developer regarding Developer’s obligations hereunder, then after Developer fails to complete such repairs within 180 days after County provides notice of its intent to undertake such repairs, Developer shall be deemed to have waived its rights to make any such repairs and County may immediately undertake all repairs necessary to return the affected Roads to a preconstruction condition at Developer’s sole cost and expense. Such expense may include the reasonable costs to purchase and deliver all road materials used by the County to restore Roads to a pre-construction condition, and costs incurred in obtaining the labor and equipment necessary to undertake and complete such repair in a timely and workmanlike manner. Developer further agrees that County may, in its sole but commercially reasonable discretion, enter into agreements with one or more third party contractors specifically for the repair of those Roads which suffer damage caused or contributed to by any of Developer’s activities undertaken in the construction of the Project, and that Developer will bear all commercially reasonable costs incurred by County in the retention of any such third party contractor(s).

(8) Routing and Access Coordination. As soon as practical after execution of this Agreement and as necessary throughout the construction of the Project, Developer and County shall meet to discuss routing for the oversized and overweight (as defined by the Kansas Department of Transportation) transportation of equipment to the Project, Project-related access points, Road crossings and Cable locations.

Section 4. Security to be established by Developer.

(A) Security Required. Prior to commencement of Construction Activities on the Roads, Developer shall provide security to the County in the amount of \$5,000,000 and in the form of a performance and payment bond, Parent Guaranty or letter of credit, in each case, in form and substance reasonably acceptable to the County (the “Security”). The security amount was based upon the roads identified for usage during construction of the Project as identified in Exhibit A attached hereto. Developer may request, during construction of the Project, but prior to usage, to add roads by amendment to the Exhibit A site plan. Request to add roads by amending Exhibit A may result in a change to the Security amount. Any readily available funds deposited with the County shall be held in a segregated, interest-bearing account, with interest accruing to the benefit of Developer. A letter of credit or a performance and payment bond shall be deemed acceptable Security to the County if issued from a financial institution with a long-term unsecured credit rating of at least BBB by S&P or Baa by Moody’s. The purpose of the Security shall be to provide a guaranteed source of funds for the payment by Developer of all reasonable amounts incurred by County in the performance of this Agreement by the County as a result of the breach of this Agreement by Developer in connection with the repair and restoration of any Roads damaged as a result of the construction of the Project. Security shall be available to be drawn upon by County through Superintendent’s certification that (a) Developer breached this Agreement, (b) Developer has been provided with at least 45 days written notice of its breach of this Agreement, (c) Developer remains in breach of this Agreement after such notice and is not making adequate progress to remedy the breach, (d) the amount requested by the County is the actual expenditure of the County or a reasonable estimate of anticipated actual expenditures of the County to address damages resulting from Developer’s breach, and (e) the funds requested shall be used to pay or repay expenses incurred by County as a result of Developer’s breach, with no other conditions or requirements.

(B) All costs and expenses of maintaining the Security, including the fees and expenses of the Security, and the costs and expenses of making distributions out of the Security, shall be borne by Developer

(C) The Security shall continue until the delivery by Developer to the County of written notice certifying that the Project is commercially operational, that all obligations incurred by Developer in the performance of this Agreement have been paid, and that the County has no outstanding claims for payments or reimbursements arising from this Agreement, and the Superintendent’s approval of such certification, which shall not be unreasonably withheld, conditioned or delayed. Thereupon, all remaining Security shall be released, and all remaining amounts held shall be distributed or returned to Developer. To the extent Developer fails to perform its obligations and perform timely cures under this Agreed

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GOOGLE

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to the County and Consultant by Developer and approved by the County Road Supervisor. Any such approval shall be limited to determining whether the Action Plan is consistent with the Pre-Construction Inventory and the requirements of this Agreement and shall not be unreasonably withheld, conditioned, or delayed. Prior to commencement of initial construction activities and decommissioning phases of the project Developer shall construct, at its sole cost and expense, only those improvements or repairs that are reasonably necessary to permit the safe and efficient use of the Roads for Construction Activities and that are specifically identified in the Pre-Construction Inventory and the approved Action Plan. Developer shall be required to rebuild or pave any Road if such work is specifically identified in the Pre-Construction Inventory as reasonably necessary due to projected Project construction traffic.

No jump spans will be used to temporarily cross bridges or culverts. Developer shall pay the costs to replace or modify bridges and culverts only to the extent such replacement or modification is required as a direct result of Project-related overweight hauls. Developer will not use any Roads with equipment or vehicles with metal tires, except metal-tracked equipment may be operated on unpaved County roads and within County rights-of-way, provided that Developer shall use rubber track pads, protective matting, or other reasonably equivalent protective measures when metal-tracked equipment is operated on paved County roads. All concrete trucks must comply with Kansas legal loads and when loaded and haul with the tag and bridge axles down. Construction vehicles must keep speeds to less than the legally designated speed limit. All unpaved haul routes must have a minimum of 4 inches of gravel installed prior to use by Project. Consultant or County may request additional gravel placed along stretches of Roads that are soft, failing, or show additional signs of wear and tear from construction usage with additional gravel installed within seven (7) business days of written demand, or within such other reasonable period as the Parties may agree based on material availability, weather, and site conditions. Upon request, all gravel weight tickets must be provided to Consultant for review. No construction equipment is allowed to be loaded, unloaded, or parked within County rights-of-way or on County roads, except when approved in advance by the County, which approval shall not be unreasonably withheld, conditioned, or delayed, or as reasonably necessary to perform utility installation activities, address emergencies or safety conditions, or comply with traffic-control requirements.

(3) Construction Activities Inventory. The Consultant will serve as a liaison between the Parties to this Agreement. During the Construction Activities, the Consultant is expected to inspect the Roads being used by Construction Activities as needed and directed by the County, and report to Developer regarding the conditions of such Roads.

Developer shall cause its construction contractor to keep load tickets to log the volume of aggregate delivered per mile to assist in keeping aggregate depth uniform across the Roads. Developer shall provide County and Consultant with copies of the aggregate load tickets and organized tracking spreadsheet that are used to improve the Roads. County and Consultant shall use the Formula of (LENGTH (5280 ft) X WIDTH (ft) X DEPTH (0.33 ft) X 140 (LBS/ CUBIC FOOT)/2000 = TONS/MILE) to determine that the aggregate per mile is uniform and that the minimum aggregate thickness is met. If the ticket audit determines that Developer has failed to deliver aggregate as agreed, County or Consultant shall notify Developer of deficiency and additional aggregate shall be delivered within 5 working days of request, or as soon thereafter as possible based upon commercial conditions. The additional aggregate tickets shall be submitted to County and Consultant as proof of curing the deficiency.

(4) Post-Construction Inventory
(a) Following Completion of Construction of the Project, the Consultant will perform a post-construction survey and evaluation, similar to the Pre-Construction Inventory described above, in coordination with and permitting input from Developer and record, document and report on the then-existing conditions of the Roads (the “Post-Construction Inventory”). To the extent the Post-Construction Inventory demonstrates any portion of the Roads has deteriorated, declined or diminished from the Pre-Construction Inventory (e.g., wheel lane rutting, cracking, less gravel, or other damage), Developer and the Consultant shall in good faith attempt to mutually determine the extent, nature and cost of the repairs or improvements necessary to return the Roads to not less than the Pre-Construction Inventory condition. The Post-Construction Inventory, including all documentation and information, shall be prepared by the Consultant, with the input of Developer, and shall be reviewed and approved by the Superintendent, which approval shall not be unreasonably withheld.

The Post-Construction Inventory shall include but not be limited to documentation of visual field evaluations of the road surfaces and drainage structures located along the Roads and providing an opinion of probable cost for repairing damaged Roads. If Developer and the Consultant are unable to reach agreement on any requested repair within thirty (30) days after delivery of the Post-Construction Inventory, the disputed matters shall be submitted to an independent, qualified third-party engineer mutually selected by the County and Developer. The independent engineer shall review the Pre-Construction Inventory, the Post-Construction Inventory, and any supporting information submitted by the Parties and shall determine the extent to which any deterioration, decline, or diminution

in the condition of the Roads was caused by Developer’s use of the Roads and the nature and reasonable cost of any repairs or improvements for which Developer is responsible under this Agreement. The independent engineer’s written determination shall be final and binding upon the Parties, absent manifest error. Developer shall bear all fees and expenses of the independent engineer, and each Party shall bear its own other costs incurred in connection with the dispute.

(b) Developer will, and is obligated to, make any or all repairs of damage caused by Developer or Developer’s agents, employees, contractors, subcontractors, affiliates, and servants necessary to return the Roads to a pre-construction condition, at its sole cost and expense. Developer shall be liable for any deterioration, damage, or reduction in serviceability of Roads occurring during the Term within areas of use by Developer or its agents, employees, contractors, subcontractors, affiliates, and servants, but only to the extent caused by such use. Developer shall not be liable to the extent such deterioration, damage, or reduction in serviceability is attributable to normal wear and tear, pre-existing conditions, use by third parties, weather events, agricultural traffic, or the County’s failure to properly inspect, maintain, repair, or service the Roads.

(5) Repairs and Restoration. Following the Post-Construction Inventory and evaluation of the damage, Developer shall, at its sole expense, restore the Roads to a condition not less than the condition that existed as demonstrated by the Pre-Construction Inventory in accordance with the results of the Consultant’s Post-Construction Inventory. Developer shall within 60 days following the completion of the Post-Construction Inventory, provide written notice to the County and Consultant of when it will make the repairs. The notice shall specifically identify the methods and materials to be used to make the repairs identified in the comparison of the Pre- and Post-Construction Inventories and the expected date by which such repairs shall be completed. The methods and materials will be approved by the Consultant, acting reasonably, prior to commencing any repair work. Subject to force majeure events, all identified repairs are to be completed within 365 days after Developer provides the above-mentioned written notice to the County and Consultant. If Developer fails either (1) to begin repairs and restoration within 30 days of the date of the above-described notice, unless otherwise approved by the County; or (ii) to complete the repairs and restoration within 365 days after the above-mentioned written notice to the County and Consultant, each subject to force majeure events, the County may immediately undertake all repairs necessary to return the Roads to a pre-construction condition at Developer’s sole cost and expense. Such expense may include, but shall not be limited to, the reasonable costs to purchase and deliver all road materials used by the County to restore the Roads to a pre-construction condition, and costs incurred in obtaining the labor and equipment necessary to undertake and complete such repairs in a timely and workmanlike manner. Developer further agrees that if the County undertakes such repairs, the County may, in its commercially reasonable discretion, enter into agreements with one or more third party contractors specifically for the purpose of repairing those Roads that suffer damage caused by or contributed to any of Developer’s activities undertaken in the construction of the Project, and that Developer will bear all commercially reasonable costs incurred by County in the retention of any such third party contractor(s). These costs incurred by County will be reimbursed to the County by Developer within sixty (60) days following Developer’s receipt of an invoice in accordance with the terms of Section 3(B)(4)(a). Nothing in this Agreement shall require Developer to be responsible for completing or performing repairs not caused by Developer’s use of the Roads as demonstrated by the Pre- and Post-Construction Inventories. The Parties agree that Developer shall not be required to pay or reimburse the County for costs of improving load maximums, expanding or adding lanes, or otherwise upgrading a Road above its pre-construction condition.

(6) Emergency Repairs. Developer shall, as soon as reasonably possible and not later than 24 hours after becoming aware of any emergency or hazardous conditions on the Roads, notify the Consultant and Superintendent of any such conditions and, unless directed otherwise by Consultant or Superintendent, shall repair or restore such conditions at Developer’s sole expense if such condition arises out of Developer’s use of the Roads, with respect to whether such condition also results from deferred maintenance by the County during the course of Developer’s use of the Roads. If any such condition is not corrected by Developer within 24 hours after the County’s receipt of such notice, the County may cause emergency road and bridge repair to be performed by County personnel or qualified contractors, and Developer shall, within sixty (60) days following receipt of an itemized invoice for the costs of said repairs, reimburse the County for all reasonable repair costs, including overtime for County personnel, incurred by the County for said repairs.

(7) If Developer fails to provide the notice to the County described in Section 3(B)(4)(a) above within the time allotted or, after providing notice to County of its intention to undertake any such repairs, fails to complete the repairs within the period set forth in Section 3(B)(4)(a), and there is no ongoing dispute between County and Developer regarding Developer’s obligations hereunder, then after Developer fails to complete such repairs within 180 days after County provides notice of its intent to undertake such repairs, Developer shall be deemed to have waived its rights to make any such repairs and County may immediately undertake all repairs necessary to return the affected Roads to a preconstruction condition at Developer’s sole cost and expense. Such expense may include

the reasonable costs to purchase and deliver all road materials used by the County to restore Roads to a pre-construction condition, and costs incurred in obtaining the labor and equipment necessary to undertake and complete such repair in a timely and workmanlike manner. Developer further agrees that County may, in its sole but commercially reasonable discretion, enter into agreements with one or more third party contractors specifically for the repair of those Roads which suffer damage caused or contributed to by any of Developer’s activities undertaken in the construction of the Project, and that Developer will bear all commercially reasonable costs incurred by County in the retention of any such third party contractor(s).

(8) Routing and Access Coordination. As soon as practical after execution of this Agreement and as necessary throughout the construction of the Project, Developer and County shall meet to discuss routing for the oversized and overweight (as defined by the Kansas Department of Transportation) transportation of equipment to the Project, Project-related access points, Road crossings and Cable locations.

Section 4. Security to be established by Developer.

(A) Security Required. Prior to commencement of Construction Activities on the Roads, Developer shall provide security to the County in the amount of \$5,000,000 and in the form of a performance and payment bond, Parent Guaranty or letter of credit, in each case, in form and substance reasonably acceptable to the County (the “Security”). The security amount was based upon the roads identified for usage during construction of the Project as identified in Exhibit A attached hereto. Developer may request, during construction of the Project, but prior to usage, to add roads by amendment to the Exhibit A site plan. Request to add roads by amending Exhibit A may result in a change to the Security amount. Any readily available funds deposited with the County shall be held in a segregated, interest-bearing account, with interest accruing to the benefit of Developer. A letter of credit or a performance and payment bond shall be deemed acceptable Security to the County if issued from a financial institution with a long-term unsecured credit rating of at least BBB by S&P or Baa by Moody’s. The purpose of the Security shall be to provide a guaranteed source of funds for the payment by Developer of all reasonable amounts incurred by County in the performance of this Agreement by the County as a result of the breach of this Agreement by Developer in connection with the repair and restoration of any Roads damaged as a result of the construction of the Project. Security shall be available to be drawn upon by County through Superintendent’s certification that (a) Developer breached this Agreement, (b) Developer has been provided with at least 45 days written notice of its breach of this Agreement, (c) Developer remains in breach of this Agreement after such notice and is not making adequate progress to remedy the breach, (d) the amount requested by the County is the actual expenditure of the County or a reasonable estimate of anticipated actual expenditures of the County to address damages resulting from Developer’s breach, and (e) the funds requested shall be used to pay or repay expenses incurred by County as a result of Developer’s breach, with no other conditions or requirements.

(B) All costs and expenses of maintaining the Security, including the fees and expenses of the Security, and the costs and expenses of making distributions out of the Security, shall be borne by Developer

(C) The Security shall continue until the delivery by Developer to the County of written notice certifying that the Project is commercially operational, that all obligations incurred by Developer in the performance of this Agreement have been paid, and that the County has no outstanding claims for payments or reimbursements arising from this Agreement, and the Superintendent’s approval of such certification, which shall not be unreasonably withheld, conditioned or delayed. Thereupon, all remaining Security shall be released, and all remaining amounts held shall be distributed or returned to Developer. To the extent Developer fails to perform its obligations and perform timely cures under this Agreement, the County may obtain payment from the Security.

(D) In the event of immediate risk to public safety or material damage to Road arising from or directly caused by the Project, the Construction Activities, or Developer’s use of the Roads, the County may draw upon Security without prior notice, but only in an amount reasonably necessary to address such immediate risk or material damage.

(E) Within sixty (60) days following receipt of an invoice from the County, Developer shall reimburse County for all documented, reasonable amounts incurred by County in the purchase and delivery of all materials, and payment of the cost of labor, mileage and hourly machines costs, in connection with the repair and restoration of any Roads damaged as a result of the construction of the Project, not repaired by the Developer, and which repair the County elected to undertake as provided in Section I(V).

(F) All costs and expenses of maintaining the Security, including the fees and expenses of the Agent, and the costs and expenses of making distributions pursuant to the Security, shall be borne by Developer.

(G) The Security shall continue for a period of six (6) months after Completion of Construction. Upon delivery by Developer and County of notice certifying that the Project has been commercially operational for six (6) months after Completion of Construction, and the County has no outstanding claims for payments or reimbursements arising from Road repair and restoration necessitated by construction of the Project, the Security shall terminate.

(H) In the event that any post-commercial operation activity during the life of the Project with

a projected cost exceeding \$1,000,000 requires i) delivery of oversize/overweight (as such terms are defined by the Kansas Department of Transportation) equipment or components or

ii) crane mobilization (collectively “Post-Construction Activity”), prior to commencing such Post-Construction Activity, Developer shall provide a letter of credit, bond, or credit-worthy parent guaranty that provides the same security as the Security in an amount to be determined by Developer and the County that is commensurate with the potential impact of the Post-Construction Activity on the Roads (each a “New Security”), but not to exceed the original Security amount, and shall maintain such New Security for a period of 6 months after both the Post-Construction Activity has completed, and all Developer use of Roads with oversized or overweight traffic for Post-Construction activity has concluded. Upon delivery by Developer to County of notice certifying that the Post-Construction Activity have been completed for a period of 6 months, cessation of use of Roads for Post-Construction Activity, and at the time of such certification by Developer the County has made no outstanding claims for payments or reimbursements arising from Road repair and restoration necessitated by Post-Construction Activity, any New Security shall terminate.

(I) All other terms and conditions concerning the Security, any New Security, and the provisions for making claim against same, shall be negotiated in good faith between County and Developer, and shall form the basis of a separate agreement.

Section 5. Construction Cooperation.
(A) With Others: Prior to the commencement of construction of modifications or improvements to the Roads, Developer shall hold a meeting and shall invite the County Road and Bridge Supervisor and any other applicable County public safety officials that the County may designate, including Township Trustee if applicable, to discuss plans for the construction of the Project. County shall compile a list of contact persons who will need to be notified of any temporary Road closures that may have an effect on the daily routine or functioning of these agencies and/or departments. A copy of this list shall be furnished by the County to Developer.

(B) Between the County and Developer: During construction of the Project, the County and Developer shall meet regularly to discuss Project activities, including anticipated oversized and overweight (as defined by the Kansas Department of Transportation) material and equipment deliveries.

Section 6. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions.

(A) Indemnity. Each Party (the “Indemnifying Party”) agrees to indemnify, defend and hold harmless the other Party and such party’s mortgagees, lenders, officers, employees and agents (the “Indemnified Party”) against any and all losses, direct or indirect damages, claims expenses, and other liabilities resulting from or arising out of:

(1) Any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party; or

(2) Any breach of this Agreement by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or willful act or omission on the part of the Indemnified Party.

(B) Limitation of Liability. In no event shall Developer or any of its members, officers, directors or employees or the County or any of its boards, elected officials, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any Party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, nonperformance or delay in performance under this Agreement.

(C) Required Insurance. Developer shall, upon commencement of construction of the Project and for the period of construction of the Project, maintain in full force and effect, commercial general liability insurance naming Barber County as additional insureds in the aggregate amount equal to \$5,000,000.00. Developer may utilize any combination of primary and/or excess insurance to satisfy this requirement and may satisfy this requirement under existing insurance policies for the Project. Developer will provide a certificate of insurance evidencing the insurance limits and coverage to County prior to commencement of construction of the Project and thereafter on an annual basis or upon written request from the County.

Section 7. Miscellaneous
(A) Use of County Right-of-Way. In consideration of the obligations assumed by the Developer under this Agreement, and in addition to the surface use of the Roads, the County hereby grants to the Developer a non-exclusive license, interest, right and privilege to utilize any County rights-of-way for the construction and location of driveways and other points of ingress and egress, installation, operation, maintenance, repair, and decommissioning of the Project and for the siting, installation, operation, repair, maintenance, and augmentation of facilities that benefit the Project including, but not limited to, Cables, electrical or data transmission lines or other facilities or utilities, telecommunications and storage systems, cooling systems, internet-related equipment, and data communications connections as may be beneficial for the operation of the Project, except that any use of the County right-of-way shall be limited to perpendicular crossings and in no instance shall Developer install facilities, whether temporary or permanent, along any length of the County right-of-way. In the event the Project requires facilities to be installed and operated within real property in which the County owns a fee simple interest, a

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leasehold interest, an easement interest, or some other real property interest, upon the request of Developer, the County agrees to enter into an insurable and recordable easement agreement with Developer to allow the installation and operation of such facilities in the real property according to terms and conditions customary for energy projects without requiring additional payment from Developer. For any cables, transmission lines, or other facilities running within the County right-of-way, this grant is limited to perpendicular crossings of the right-of-way unless Developer also receives written easement authority from the fee owner of the real property. The Parties agree and acknowledge that the County does not have statutory authority to grant private utilities easements within the right-of-way.

(B) Remedies and Enforcement. The Parties acknowledge that money damages would not be an adequate remedy for any breach or threatened breach of this Agreement. Each of the Parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the “Defaulting Party”), which default is not caused by the Party seeking to enforce said provisions (the “Non-Defaulting Party”) and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to seek specific performance and/or injunctive relief or remedy or prevent any breach or threatened breach of this Agreement. The remedies of specific performance and/or injunctive relief shall be exclusive of any other remedy available at law or equity. With respect to the opportunity to cure a default, if a Party has failed to perform a material obligation under this Agreement, the other Party shall be required to provide written notice of default. The defaulting Party shall have a right to cure the default within thirty (30) days after having received notice of the default. Notwithstanding the foregoing, so long as the Defaulting Party has initiated and is diligently attempting to cure the default, the Defaulting Party’s cure period shall extend for a time period beyond thirty (30) days as reasonably sufficient for the default to be remedied. If the default is not cured, then the non-defaulting party shall have the right to pursue all remedies.

(C) Due Authorization. Developer covenants, represents and warrants to County that:

(a) Developer has full power and authority to execute, deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement; and (b) this Agreement has been duly approved, executed and delivered on behalf of Developer. The County hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

(D) Amendments. This Agreement constitutes the entire agreement and undertaking of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or undertakings of any kind not set forth herein. No amendment or modification to this Agreement or waiver of a Party’s rights hereunder shall be binding unless it shall be in writing and signed by both Parties to this Agreement. Time is of the essence regarding every obligation hereunder.

(E) Notices. All notices shall be in writing and sent (including via facsimile and email transmission) to the Parties hereto at their respective addresses, email addresses, or fax numbers (or to such other address, email addresses, or fax number as either such Party shall designate in writing to the other Party at any time).

Developer:
Copy to:
County:
Google LLC
1600 Amphitheatre Parkway Mountain View, CA 94043 legal-notices@google.com
Alan Claus Anderson
Polsinelli PC, 900 W 48th Place, Suite 900
Kansas City, MO 64112
(816) 572-4761
aanderson@polsinelli.com
Barber County Clerk 120 E. Washington Ave
Medicine Lodge, KS 67104 (620) 886-3961
ASill@barber.ks.gov

(F) Assignment. This Agreement may be assigned only upon written consent of the Parties, which shall not be unreasonably withheld, except Developer may, without obtaining consent or approval from County, assign this Agreement to an affiliate or successor entity, or mortgage, charge, pledge, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement.

(G) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page of this

Agreement by telecopy shall be as effective as delivery of an originally signed counterpart to this Agreement.

(H) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas, irrespective of any conflict of laws provisions. The Parties desire that the transactions contemplated hereby be in effect and carried out in a manner that is in compliance with all laws.

(I) Successor and Assigns. This Agreement shall inure to the benefits of and shall be binding upon the Parties hereto, their respective: successors, assignees and legal representative.

(J) Severance. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and the Parties agree to take such additional action as may be beneficial to effectuate the intent of the Agreement.

(K) No Waiver of Strict Liability. Failure of County or Developer to insist on strict perfor-

mance of any of the conditions or provisions of this Agreement, or to exercise any of their rights hereunder, shall not waive such rights.

(L) Further Assurances and Cooperation. Each Party will promptly, diligently and in good faith cooperate with the other Party during the Term, including without limitation delivering to such Party upon request proof of compliance with this Agreement, estoppel certificates, and further assurances, documents and reasonably-requested agreements.

SEE TRAFFIC MAPS PAGE 14

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into this 31st day of August 2026 (the “Effective Date”), by and between the Board of County Commissioners for Barber County, Kansas (“County”) and Google LLC, a Delaware limited liability company (“Developer”). The County and Developer are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Developer owns approximately 2,026 acres of unimproved real property located in the County, as legally described on the attached Exhibit A (the “Property”);

WHEREAS, Developer is developing a data center facility, consisting of one or more data center buildings and other facilities for the operation, maintenance and replacement, from time to time, of computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and related improvements such as equipment used for distribution and management of electricity, internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as accessory uses or buildings reasonably related to data centers, including non-permanent structures to support construction efforts, including job trailers, housing and support buildings for construction (the “Project”) to be located on privately-owned land within that part of the County shown on the attached Exhibit B (the “Project Boundary”), with the primary data center buildings for the Project located within an area inside the Project Boundary, also depicted on the attached Exhibit B (the “Project Site”); and

WHEREAS, the Project may be constructed at the sole discretion of Developer or its successors or assigns, in one or more phases over a period of years, with a total size, configuration, and phasing subject to change at the sole discretion of Developer; and

WHEREAS, the County intends, through this Agreement, to consider the orderly development, construction, operation, and maintenance of the Project in the County, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, upon execution of this Agreement, the County acknowledges and agrees that all County permits and approvals required for the Project have been granted and substantial amounts of work have been completed;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The recitals set forth above constitute a material part of this Agreement and are incorporated herein. The Parties confirm the accuracy, truth and validity of said recitals.

2. COUNTY APPROVAL AND FUTURE COOPERATION

a. COUNTY CONSENTS AND APPROVALS.

1. Unless otherwise provided herein, whenever the consents or approvals of the County, or any of its employees, consultants, attorneys, officers, agents, or representatives are required to be secured or obtained by Developer under the provisions of this Agreement, the same shall not be unreasonably conditioned, withheld, or delayed. The County will reasonably cooperate with Developer in the development, construction, operation, maintenance, and decommissioning of the Project and issue all permits, approvals, and authorizations required by local regulations or other law, if any, provided Developer files compliant applications, pays all applicable fees, and complies with all the requirements specified in this Agreement.

11. The County acknowledges, understands and agrees that the development process associated with the Project will take significant time and requires substantial investment by the Developer. Therefore, in order to induce the Developer to make this commitment and investment, the County hereby agrees that it approves and authorizes the Developer to construct and operate the Project in the County. The County acknowledges, understands and agrees that the Developer will undertake significant financial investment in reasonable reliance on the County’s promises and obligations under the Definitive Agreements. The County agrees that the Developer’s rights to construct and operate the Project vest upon the execution of this Agreement. The County acknowledges and agrees that there are currently no local laws, requirements, regulations, permits, or approvals applicable to the construction or operation of the Project. The County agrees that if at any time in the future any laws, requirements, regulations, permits or approvals are enacted that would otherwise prevent or limit the Developer’s construction or operation of the Project, the Project shall be grandfathered for purposes of compliance with such future laws, requirements, regulations, permits, or approvals and the Project shall be allowed to be developed or to continue operations in the County. In the event the County adopts zoning regulations, the County shall provide in said zoning regulations that the use of the Property for the Project and the operation of the Project shall be vested as provided for

in K.S.A. 12-764, including but not limited to any extraterritorial zoning districts established between the County and any cities located within the County. The County shall expressly exempt or exclude the Project from any future franchise fees or similar assessments that could potentially impact the Project.

3. FUTURE COOPERATION. The Parties shall cooperate with one another on an ongoing basis and shall make every reasonable effort (including the holding of hearings or meetings and the adoption of such resolutions as may be necessary) to further the implementation of this Agreement and the intentions of the Parties as reflected by the provisions of this Agreement. Without limiting the foregoing, in the event that the County adopts any zoning

or other laws after the Effective Date that would make the development, construction, operation, repair, replacement, and maintenance of the Project a nonconforming use under such zoning or other laws, or that would otherwise materially interfere with such development, construction, operation, repair, replacement, and maintenance of the Project, or the decommissioning of the Project, the County agrees that it will take such actions, adopt such ordinances and do such other things as are necessary to exempt or exclude the Property and the Project from such zoning or other laws. The County acknowledges and agrees that, upon execution of this Agreement, all County permits and approvals required for the Project have been granted. For the life of the Project, the County shall not initiate, endorse, support, or advocate for the annexation of any portion of the real property on which the Project is sited into any incorporated city pursuant to K.S.A. 12-521 et seq.; provided, however, nothing herein shall be construed to require the County to act unlawfully or to prohibit the County from taking any ministerial action or other action required by applicable law in connection with any annexation proceeding.

4. TERM

Unless extended by mutual agreement of the Parties, earlier terminated, or the Project ceases to be in commercial operation, the terms set forth in this Agreement and all County approvals relating thereto shall extend for a period of 50 years from the Effective Date, or so long thereafter as the Project is in commercial operation.

5. COMMUNITY SUPPORT CONTRIBUTION

a. Developer shall pay to the County a contribution in the total amount of Five Hundred Thousand Dollars (\$500,000) on or before December 31, 2026 (a “Community Support Contribution”). The County may use this and any other Community Support Contributions in its sole discretion, including but not limited to addressing emergency response, public health, administrative needs and/or other public services to benefit the community.

b. Developer shall pay to the County a contribution in the amount of Three Million Dollars (\$3,000,000) no later than April 30, 2027 as additional Community Support Contribution.

c. Developer shall pay to the County a contribution in the amount of (\$1,000,000) no later than April 30, 2028 as additional Community Support Contribution.

d. Developer shall pay to the County a contribution in the amount of One Million Dollars (\$1,000,000) no later than April 30, 2029 as additional Community Support Contribution.

6. DEVELOPMENT REQUIREMENTS

a. Definitive Agreements. Concurrently with the execution of this Agreement, Developer shall enter into the following agreements with the County (collectively, the “Definitive Agreements”):

1. A Road Use Agreement (“Road Use Agreement”).

11. A Decommissioning Agreement (“Decommissioning Agreement”).

b. Landowner Participation. All Project infrastructure within the County shall be located on public rights of way, property that is owned by Developer, or an affiliate thereof, or property for which Developer or its affiliate has or will have executed a lease, easement or other agreement with the applicable landowner.

c. Siting Terms.

1. Setbacks. The Project shall comply with the following setbacks. The exterior walls of any data center buildings shall be set back a minimum of 100 feet from public roads and property lines of any parcels that are non-participants in the Project. As used in this Agreement, the terms “non-participant” and “non-participating” shall describe those persons and their respective property with whom Developer or its affiliates or assigns has not entered into any contractual agreements for the benefit of the Project. The setbacks and height requirements set forth in this Agreement can be modified with the written consent of both Developer and the County.

The chillers associated with the Project shall be setback at least 2,250 feet from the exterior wall of the nearest non-participating residence existing at the commencement of construction of the Project.

All Project infrastructure shall be setback at least 2,000 feet from the corporate limits of the City of Sharon, except for retention ponds, points of ingress and egress from the site for personnel and utility connections, lighting, landscaping, security structures, fencing, and similar improvements.

11. Lighting. Developer shall design, install, operate, and maintain all exterior lighting in compliance with this Section, with the intent of reducing light emissions that materially and directly extend beyond the property line of Property. All exterior lighting shall incorporate shrouds, shields, or comparable measures necessary to prevent light trespass and glare. To the extent operationally feasible, exterior lighting shall be directed downward and activated by motion sensors or similar controls. All area lighting, including parking-lot and security lighting, shall use fully shielded, eighty-five-degree (85°) full-cutoff luminaires or comparable fixtures that

provide equal or greater control of light spill.

Before installation, Developer shall submit the proposed exterior lighting plan and specifications to the County for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

m. Fencing. Developer shall enclose the Project with a metal fence along the perimeter of the Project Site. The fence shall have a minimum height of six

(6) feet above finished grade. Developer shall, throughout the Term, reasonably maintain any fencing it or its affiliates erect.

1v. Screening. Prior to completion of construction, Developer shall coordinate with the County to develop a vegetative management plan intended to provide visual screening to non-participating residences within 1,500 feet of the Project Boundary. Developer shall maintain such vegetation throughout the life of the Project and shall replace any vegetation that dies or becomes materially damaged or diseased.

v. Water.

(1) Developer shall follow Kansas law on the acquisition of water rights in compliance with Kansas Department of Agriculture, Division of Water Resources requirements.

(2) Unless otherwise approved by the County, Developer shall not drill, construct, or install any new water well on the Property. Any water well existing on the Property as of the Effective Date may continue to be used solely for domestic purposes. The Project will be an “air-cooled” data center, meaning that the process cooling water is in a closed loop system which is cooled by fan-driven air, not water. Developer shall purchase all water from a municipal utility, with the exception of the domestic use water from the existing water well on the Property, and shall dispose of all water with a municipal utility.

v1. Retention Ponds. Developer shall design, construct, and maintain retention ponds and related stormwater-management facilities sufficient to collect and manage runoff from Project rooflines, parking areas, roadways, and other developed or impervious surfaces. Such facilities shall be engineered so that post-construction stormwater runoff from the Project Site does not exceed pre-construction runoff rates and volumes, as determined in accordance with generally accepted engineering standards and applicable law.

v11. Utilities. Developer shall pay for all on-site and off-site upgrades required to provide water and wastewater utility service to the Project.

vm. Sound: Sound attributable to the operation of the Project, when operating at 100% of its design load, shall not exceed 55 A-weighted decibels (dBA), as measured at either a) the corporate limits of the City of Sharon, or b) the exterior of the nearest non-participating residence existing as of the date of this Agreement. Nighttime sound levels attributable to the operation of the Project when operating at 100% of its design load, between the hours of 10:00 p.m. and 7:00 a.m., shall not exceed 50 dBA at either measured location.

(1) Developer shall conduct post-construction sound monitoring to determine compliance with the applicable sound-level thresholds set forth in this Agreement. Such monitoring shall be performed by a qualified acoustical consultant using generally accepted sound-measurement practices and may occur at such additional times as may be reasonably requested by the County following a substantiated noise complaint. Developer shall provide the results of such monitoring to the County upon request. An exceedance of an applicable sound-level threshold by more than 5 dBA, after accounting for ambient sound and confirmed through a subsequent measurement, shall constitute noncompliance with this Agreement.

(2) Developer shall have ninety (90) days after receipt of written notice from the County to correct any such noncompliance, unless a different cure period is agreed to in writing by the County. Upon completion of the corrective measures, Developer shall conduct follow-up sound monitoring to confirm compliance. If Developer is diligently pursuing corrective measures but cannot reasonably complete them within the ninety-day period, the County may approve a reasonable extension of the cure period.

ix. Generators. Generators may be operated only during a) an emergency or b) planned maintenance, testing, repair, or replacement of the electric substation or related electrical infrastructure. Generators shall not be operated solely to reduce electrical usage during peak demand hours. All generators shall be equipped with all emissions-control equipment required by applicable law, including scrubbers where required, and shall meet or exceed EPA emission standards for back-up generators.

For purposes of this provision, “Emergency” shall include but not be limited to an unplanned power outage, forced shutdown, or required curtailment or reduction in electrical usage directed by the applicable electric utility, transmission provider, regional transmission organization, governmental authority, or other energy provider.

x. Air Quality. The Project shall comply with the Kansas Air Quality Act,

K.S.A. 65-3000 et seq., and applicable Kansas ambient air quality standards and air pollution control regulations, including K.A.R. 28-19.

Any emissions testing, monitoring, or other testing required by the Environmental Protection Agency or otherwise agreed to in writing by Developer and the County, shall be conducted at Developer’s sole cost and expense.

d. TESTING. Before commencement of construction, Developer shall cause baseline water and soil testing to be conducted by a qualified environmental professional. Such environmental testing, including its frequency, constituents, and testing locations, shall be subject to mutual agreement between Developer and the County. Except for any testing results that require immediate reporting to a governmental agency under applicable state or federal law, Developer

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GOOGLE

• *From Page 12*

will maintain complete copies of such testing results at the Project Site (or Developer’s local office) for the County’s in-person viewing and inspection upon reasonable prior written notice and during normal business hours. Any additional environmental testing shall be conducted: (i) as strictly required by the terms and conditions of applicable state or federal environmental permits issued to the Developer for the Project, (ii) upon County submission of credible, objective scientific data or written notification from an environmental regulatory agency or qualified environmental professional demonstrating that the Developer’s on-site operations are the proximate cause of potential off-site environmental impacts, or (iii) otherwise upon mutual agreement of the Parties.

e. **MAINTENANCE.** Developer shall cause the Project, and all parts thereof, the Project Site and all other of its property used or useful in the conduct of its business and operations on the Project Site, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other comparably-situated similar data center space in the State of Kansas, and shall make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. At the time any equipment is upgraded or replaced, Developer shall, to the extent commercially reasonable and available in the market, prioritize replacement or upgraded equipment that provides either lower emissions or greater energy efficiency than the equipment being replaced. Developer may elect to construct additional buildings for the Project within the Property.

f. **LABOR AND LOCAL ECONOMIC DEVELOPMENT.**

1. Developer hereby commits (the “Employment Commitment”) to the Project achieving at least three hundred (300) Full-Time Equivalent Positions (“FTEs”) on or before the fifth (5th) anniversary of the date on which Developer provides notice to the County that the second of the two data center facilities comprising the Project has commenced commercial operations (the “Employment Measurement Commencement Date”). The Employment Commitment shall be satisfied if the Project averages at least 300 FTEs during any three (3) consecutive calendar months on or before such date. Upon satisfaction of the conditions of the Employment Commitment, Developer shall submit an attestation to the County identifying the three consecutive calendar months studied and relaying the applicable FTE count during that period.

For purposes of this Section, an FTE is the equivalent of one individual working forty (40) hours per week, determined by aggregating the hours of applicable personnel, including part-time personnel, and shall include employees of Developer, its affiliates, and personnel of contractors, subcontractors, vendors, suppliers and other service providers performing services at or primarily for the Project.

The Employment Commitment is an achievement milestone and not a continuing obligation to maintain 300 FTEs thereafter. The Employment Measurement Commencement Date shall be extended for any material temporary suspension or curtailment of operations resulting from force majeure events, casualty, maintenance, repair, expansion, retrofit, utility interruption, governmental action or other bona fide operational reason. Failure to satisfy the Employment Commitment shall not constitute a default under this Agreement.

11. Developer shall cause its general contractor to use commercially reasonable efforts to utilize local labor, vendors, and businesses during construction of the Project; provided, however, that the Developer shall have no obligation to utilize local labor, vendors or businesses to the extent they are not the most qualified and/or lowest and best bid for the applicable work. The Developer shall communicate such efforts to the County upon the County’s request.

m. During the Term, for so long as Developer owns all or a portion of the Project Site, the Developer (or an affiliate) shall be a member of and reasonably participate in the Medicine Lodge Area Chamber of Commerce (the “Chamber”). Such participation shall include annual payment of reasonable dues to the Chamber.

1v. On or before December 31, 2031, Developer shall host at least one job fair within Barber County in connection with employment opportunities associated with the Project. Developer shall provide reasonable advance public notice of the job fair and undertake reasonable outreach within Barber County to promote participation by Barber County residents. Nothing in this provision shall require Developer or any contractor or operator of the Project to hire any particular individual or give unlawful hiring preference.

v. Developer shall make commercially reasonable efforts to partner with Barber County school districts or other local organizations to support education and workforce development initiatives. Such initiatives may include technology-focused programming, career-pathway development, workforce training, or other efforts intended to prepare students and residents for employment opportunities.

g. **INSURANCE.** Developer shall, upon commencement of construction of the Project and for the period of construction of the Project, maintain in full force and effect, commercial general liability insurance, naming Barber County as additional

insured, in the aggregate amount equal to ten million dollars (\$10,000,000.00). Developer may utilize any combination of primary and/or excess insurance to satisfy this requirement and may satisfy this requirement under existing insurance policies for the Project. Upon written request by

the County, Developer shall provide a certificate of insurance evidencing the insurance limits and coverage to County.

h. **EMERGENCY SERVICES, FIRE PROTECTION, AND HAZARDOUS MATERIALS.**

1. Developer or its affiliate shall work in cooperation with the Barber County Emergency Manager to establish standards for fire protection and emergency response.

11. Developer or its affiliate shall work in cooperation with the Barber County Emergency Manager to establish standards for the proper storage and handling of hazardous materials.

111. Developer or its affiliate shall work in cooperation with the County to establish 911 addresses for the Project.

1v. Developer shall comply with applicable national fire safety requirements.

v. Developer shall prepare an emergency response plan (the “ERP”), including current Developer contact information, and shall provide the plan to the County prior to the commencement of commercial operations of the Project. The Developer shall review the ERP annually and update it as appropriate. If the ERP is updated, the Developer shall promptly share the updated ERP with the County. Copies of the ERP shall be maintained at an approved on-site location accessible to facility personnel, the local fire department, and emergency responders, which should be outside the perimeter fence.

v1. Developer will maintain additional emergency procedures as set forth in the Road Use Agreement.

1. **REIMBURSEMENTS TO THE COUNTY.** Upon submission of a written invoice with sufficient detail to identify specific expenses, Developer or its affiliate will reimburse the County within 120 days for fees related to reasonable professional services (e.g., engineering, accounting and legal) provided the services are actually rendered.

J. **COMPLIANCE WITH LAWS.** Developer and its affiliates shall comply with all federal and state laws and regulations applicable to the construction and operation of the Project, including:

1. Occupational Safety and Health Administration statutes and regulations;

11. United States Fish and Wildlife Service statutes and regulations, including those pertaining to impacts on endangered or threatened species or habitats;

m. U.S. Army Corps of Engineers statutes and regulations, including those pertaining to impacts on wetlands;

1v. Environmental Protection Agency statutes and regulations, including those pertaining to environmental impacts;

v. Consultations with the Kansas Department of Conservation, including those pertaining to impacts on endangered or threatened species or habitats;

v1. Consultations with the Kansas Department of Natural Resources, including those pertaining to any environmental impacts;

v11. Consultations with the Kansas State Historical Preservation Office pertaining to surveys of any historical sites that may be located within the Project area; and

vm. Any other applicable regulations promulgated by these and any other federal and state agencies.

k. **TAX INCENTIVES AND PROGRAMS.** The Parties intend and agree that once the Project begins construction, then until both the Project completes decommissioning required by the Decommissioning Agreement and this Agreement terminates, the Project will not pursue or effectuate any ad valorem real property tax incentive or abatement for the Property. Developer further agrees that it will use commercially reasonable efforts to pursue participation in the Kansas qualified data center sales and use tax program enacted pursuant to 2025 Kan. Sess. Laws ch. 124 (S.B. 98), codified principally at K.S.A. 74-50,331 through 74-50,334 and K.S.A. 79-3606(xxxx) (the “Kansas Data Center Program”), and, to the extent Developer participates in the Kansas Data Center Program, to materially comply with the requirements and conditions thereof applicable to Developer. In the event of legislative amendment, changes in law or regulation, or Developer’s failure to qualify for the Kansas Data Center Program, Developer agrees that it shall comply with all electricity purchase and infrastructure commitments, water conservation and sustainability practices, and fiber based connectivity requirements of the Kansas Data Center Program.

1. **NOTICES.** All notices, requests and other communications provided for herein (including any modifications, or waivers or consents under this Agreement) shall be given or made in writing (including by electronic mail) delivered to the intended recipient at the address set forth below or, as to any Party, at such other address as shall be designated by such Party in a notice to the other Party. Except as otherwise provided herein, all notices and communications shall be deemed to have been duly given when transmitted by electronic mail with confirmation of receipt received, personally delivered, or in the case of a mailed notice, upon receipt, in each case given or addressed as provided herein.

To Developer:
Google LLC
1600 Amphitheatre Parkway Mountain View, CA 94043 legal-notices@google.com
Copy to:
Alan Claus Anderson
Polsinelli PC, 900 W 48th Place, Suite 900
Kansas City, MO 64112
(816) 572-4761
aanderson@polsinelli.com
To County:
Barber County Clerk 120 E. Washington Ave
Medicine Lodge, KS 67104 (620) 886-3961
ASill@barber.ks.gov

7. **REPRESENTATIONS AND WARRANTIES**
a. **COUNTY.** The County represents and warrants that

11. the County has all necessary power and

authority to execute and deliver this Agreement and to perform its obligations hereunder;

11. upon execution and delivery by the County and Developer, this Agreement shall be a valid, legal, binding and enforceable obligation of the County enforceable against the County in accordance with its terms, subject to any applicable laws of bankruptcy, insolvency or reorganization, laws affecting the enforcement of creditors’ rights generally, and general principles of equity;

111. no approval or consent from any other person or entity is required for the County’s execution of this Agreement; and

1v. this Agreement is executed by duly authorized representatives of the County who are fully authorized to execute this Agreement on behalf of the County.

b. **DEVELOPER.** Developer represents and warrants that:

11. Developer has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

11. upon execution and delivery by Developer and the County, this Agreement shall be a valid, legal, binding and enforceable obligation of Developer

enforceable against Developer in accordance with its terms, subject to any applicable laws of bankruptcy, insolvency or reorganization, laws affecting the enforcement of creditors’ rights generally, and general principles of equity;

m. no approval or consent from any other person or entity is required for Developer’s execution of this Agreement;

1v. Developer will negotiate in good faith with the City of Sharon regarding Project benefits; and

v. this Agreement is executed by a duly authorized representative of Developer, who is fully authorized to execute this Agreement on behalf of Developer.

8. **DEFAULT PROVISIONS**

a. If either Party fails to observe or perform any material condition or provision of this Agreement for sixty (60) days after receiving written notice of such failure from the other Party, then the aggrieved Party shall have the right to terminate this Agreement upon thirty (30) days prior notice to the other Party and to pursue any remedy available to it at law or in equity; provided however, that for so long as the delinquent Party is diligently attempting to cure such failure and the failure is, in the aggrieved Party’s discretion, reasonably capable of being cured, a default under this Section 7 shall not be deemed to have occurred.

b. If Developer fails to observe or perform any material condition or provision of this Agreement, and such failure creates a demonstrable and material public safety, environmental, or operational impact for the County or the public as determined by the County in its reasonable discretion, the County shall provide Developer with notice of such failure as soon as practicable. Unless a different cure period is set forth in this Agreement, Developer shall have 90 days to either cure such failure or submit a plan to the County that in the County’s reasonable discretion and with the County’s approval, which shall not be unreasonably delayed, conditioned, or withheld, reasonably demonstrates a good faith effort to address the issue within a reasonable time given any logistical or supply chain constraints or force majeure events (the “Cure Period”).

11. During such Cure Period, Developer shall prepare and submit to the County an estimate of the cost to address the issue prepared by a qualified third party expert with experience in the subject matter (the “Cure Expense”). If County disputes such Cure Expense, the County may retain their own third party expert who shall meet with the Developer and attempt to remedy such dispute. In the event that the Parties can still not resolve such dispute, the County and Developer will collectively select a third independent third party expert, who shall prepare a final estimate of the Cure Expense which will be binding upon the Parties.

11. If Developer fails to either cure the failure or receive County approval for a plan to cure such failure within the Cure Period, then Developer shall immediately upon termination of the Cure Period obtain a bond, letter of credit, escrow, or parent guarantee in the amount of the Cure Expense, with the County listed as beneficiary

(the “Cure Security”), and shall provide copies of such Cure Security to the County. If Developer has not remedied the failure (as determined by the County in its reasonable discretion) or submitted a plan to remedy the issue by the expiration of the Cure Period, the County may pursue self-help remedies to address such failure, including but not limited to drawing upon the Cure Security and retaining an appropriate third-party specialist to effectuate measures to cure such failure. The County shall be entitled to reimbursement from Developer for any such self-help action and may effectuate such reimbursement through draws or applicable dollar amounts upon the Cure Security.

c. Notwithstanding the foregoing, a Party’s failure to observe or perform any material condition or provision of this Agreement due to an Excusable Delay shall not constitute a breach of this Agreement. For purposes of this Agreement, “Excusable Delay” means any casualty to property or persons, inclement weather, epidemic or pandemic, inability to secure materials, strikes or labor disputes, acts of God, acts of the public enemy or hostile or terrorist action, civil commotion, and/or governmental actions, restrictions, regulations or controls, including, without limitation, any failure or refusal of any governmental authority to timely issue any required permit or approval for development of the Project or any legal action or proceeding involving any such required permit or approval (whether arising out of any existing laws or changes in laws, including any such laws relating to annexation, zoning, platting, building or other codes or ordinances applicable to development and construction of

the Project), or any other cause beyond the reasonable control of that Party (other than financial inability) which affects development, construction, maintenance, operation, repair, replacement or decommissioning of the Project (including, without limitation, any of the foregoing which affect a Party’s contractors or subcontractors).

9. **SEVERABILITY**

In the event that any term or provision of this Agreement is deemed to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to the conflict of law principles thereof.

11. **MISCELLANEOUS**

a. **NO WAIYER.** The failure of either Party to insist in any one or more instances on the performance of any of the obligations required by the other under this Agreement shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

b. **HEADINGS.** The headings used in this Agreement are for ease of reference only and shall not in any way be construed to limit or alter the meanings of any provision hereof.

c. **AMENDMENTS.** This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each Party. Any oral or verbal agreements between the Parties different from or in conflict with the provisions of this Agreement shall be null and void and of no force or effect where they are in conflict with the written provisions of this document.

d. **ASSIGNMENT.** This Agreement may be assigned only upon written consent of the Parties, which consent shall not be unreasonably withheld, conditioned or delayed, except Developer may, upon notice to County, but without County’s consent or approval, assign this Agreement to an affiliate, or mortgage, charge, pledge, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement. Notwithstanding anything to the contrary, Developer may only assign this Agreement if the assignee agrees and acknowledges in writing that such assignee shall be bound by terms and obligations of this Agreement. Upon such assignment, all of Developer’s rights and obligations shall inure to the benefit of and shall be binding upon the Developer’s assignee and its respective successors, assignees and legal representatives. If requested by either Party or an assignee thereof, each Party hereto agrees to provide such further assurances and execute such additional documents as may be reasonably requested by the other Party to give effect to the foregoing assignment.

e. **INTERPRETATION.** This Agreement was prepared with substantial input from both Parties and their respective legal counsel; no phrase, sentence, clause, provision or section of this Agreement shall be construed against a Party as a result of such Party’s legal counsel having acted as the primary drafter thereof.

f. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns, trustees and/or receivers of the Parties hereto.

g. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

h. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement, and of each and every provision hereof, and the Parties shall make every reasonable effort to expedite the subject matters hereof and to perform their respective obligations.

[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW.]

14
IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed in their respective names by their duly authorized officers and dated their signatures as shown below.

DEVELOPER:
Google LLC

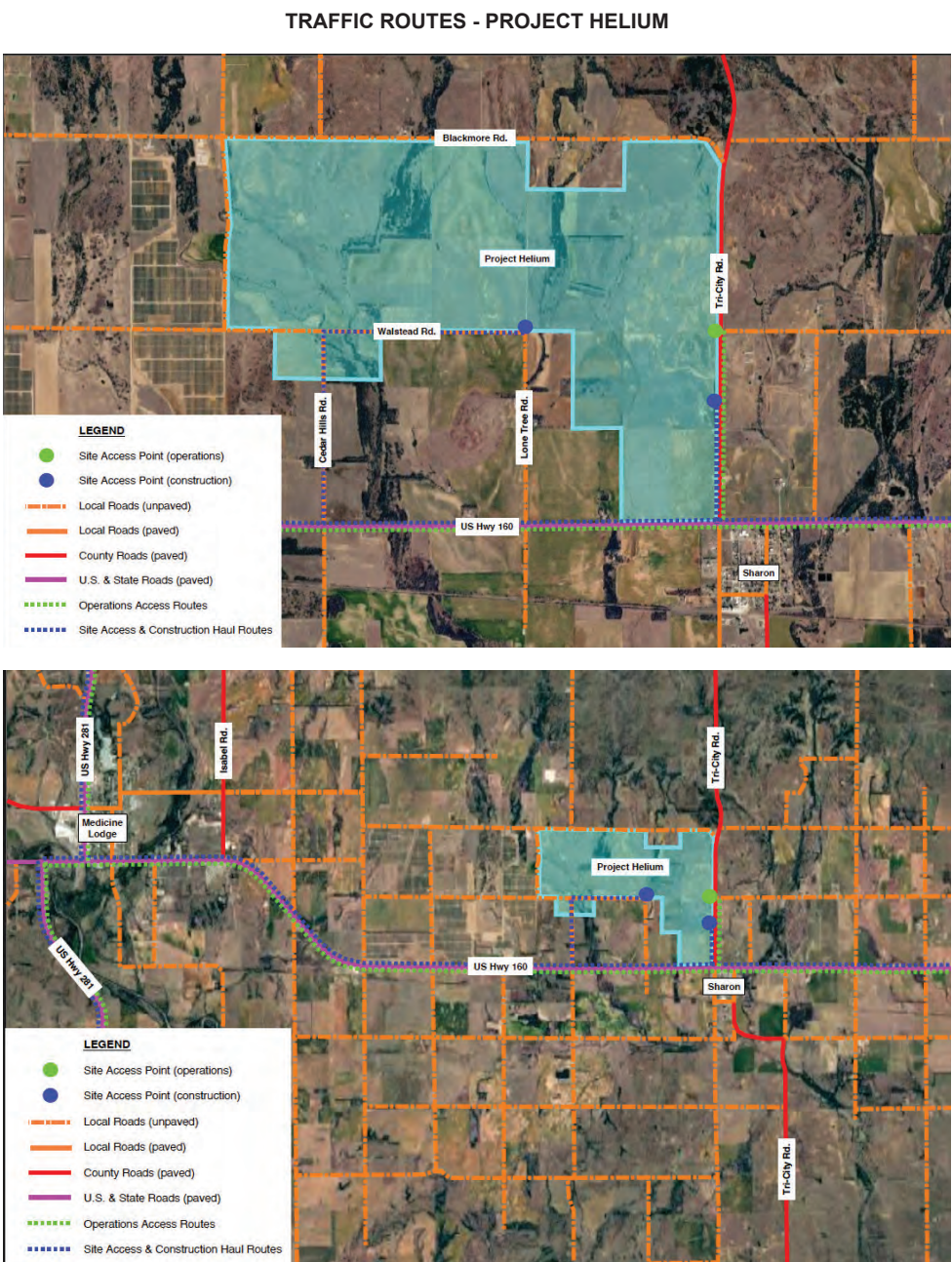
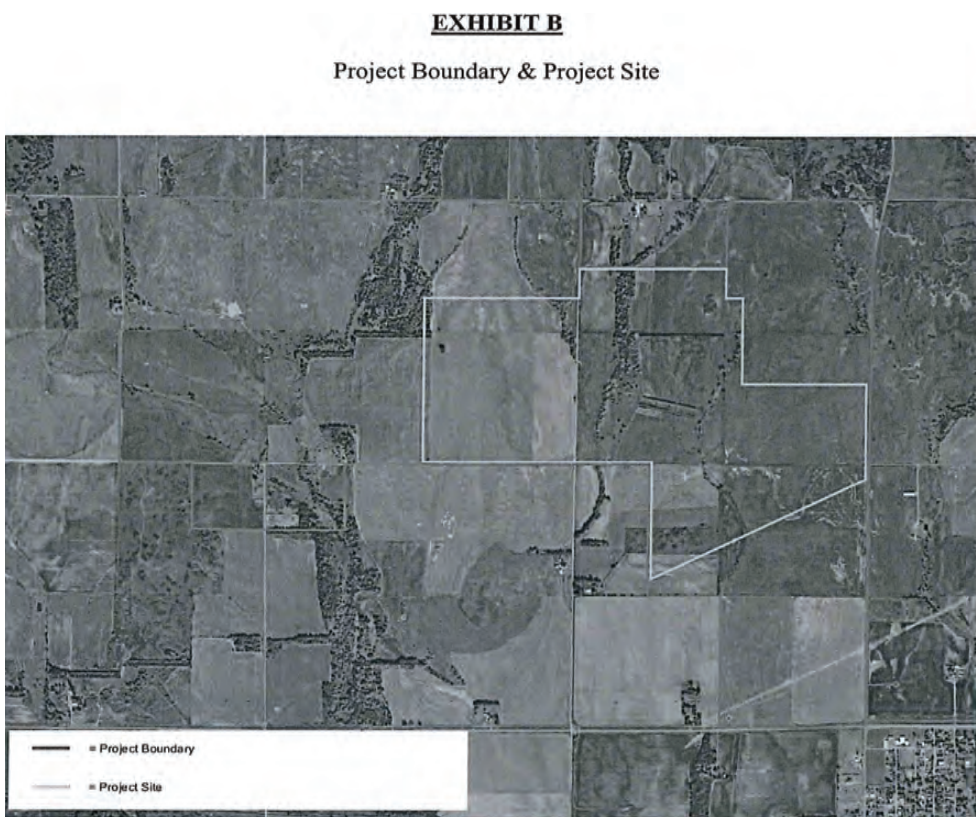
EXHIBIT A

Legal Description of Property

Ref Num	Parcel ID	Surface Acres
1	0041241700000003000	157
2	0041241700000004000	77.96
3	0041241700000005000	76.77
4	0041241700000002000	80
5	0041241700000001000	80.16
6	0041241700000001010	78.31
7	0041230800000003000	161
8	0041230800000004000	158
9	0041230800000002000	80
10	0041230800000001000	158
11	0041230700000001000	237
12	0041230700000003000	180
13	0041311200000004000	155
14	0041311200000001010	153
15	0041230700000002000	104
16	0041361300000001000	39.25
17	0041241800000002000	50.73
		Approx. 2,026.18

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FRIDAY, SEPTEMBER 25

STOCKADE MUSEUM

10 AM TO 5 PM - OPEN WITH SPECIAL EVENTS
5 PM TO 7 PM - BEAN FEED & NIGHT SHOW HIGHLIGHTS

MEMORIAL PEACE PARK

RODEO ARENA:
7 PM TO 10 PM - KANSAS CHAMPIONSHIP RANCH RODEO
6:30 PM TO 10 PM - TRADE SHOW AND CONCESSIONS

MAIN STREET

12 PM TO 8 PM - ART SHOW

SATURDAY, SEPTEMBER 26

MAIN STREET

7 AM TO 9:30 AM - PANCAKE BREAKFAST (FCC)
9 AM TO 2 PM - LOCAL SHOPPING
10 AM - PARADE
10 AM TO 8 PM - ART SHOW

STOCKADE MUSEUM

10 AM TO 6 PM - OPEN WITH SPECIAL EVENTS

MEMORIAL PEACE PARK

POWWOW GROUNDS:
2 PM - POWWOW DANCE EVENTS, AUTHENTIC NATIVE VENDORS
6:00 PM - EVENT BREAK
7:00 PM - GRAND ENTRY
RODEO ARENA:
7:30 PM - BUCKAPALOOZA & CONCESSIONS
9:00 PM TO 12:00 AM - LIVE MUSIC

SUNDAY, SEPTEMBER 27

MAIN STREET

11 AM TO 4 PM - ART SHOW

MEMORIAL PEACE PARK

POWWOW GROUNDS:
2 PM - POWWOW DANCE EVENTS, AUTHENTIC VENDORS
4 PM - GRAND ENTRY

STOCKADE MUSEUM

12 PM TO 5 PM

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AUCTION-151+/- acres Alfalfa County, OK- Surface of SE ¼, less RR Right-of-way, of Section 17-29N-12W, Alfalfa County, OK Tuesday April 7 at 1 p.m-Sale Bill Coming Soon

-NEW-1002 N. Walnut, M.L.-3BR/2Bath, 1940sqft w/Lake View, Remodeled Kitchen & Shop Building \$125,000.00
-NEW-211 N. Market, M.L.-3BR/2Bath w/Fenced in Backyard \$98,500.00
-NEW-516 S. 8th St., Kiowa-4BR/3Bath, 1939sqft w/Basement \$135,000.00
-UNDER CONTRACT-824 Marvin St., Kiowa-4BR/3Bath, 2212sqft Ranch, \$168,500.00
-SOLD-613 S. 5th St., Kiowa-2BR fixer-upper

-We welcome our New Agents Bobbie Rae and Tami Hill!

Jed Hill, Owner/Broker/Auctioneer-KS,OK
620-886-1701 jed@greatwesternauction.com
Earl VanRanken, Sales Associate 620-213-2698
Bobbie Rae, Sales Associate 620-213-1033
Tami Hill, Sales Associate 620-825-6204

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HS Powerlifting Coach
JH/HS Assistant Track Coach
GS Special Ed Paras
Bus Drivers
Substitute Teachers
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Dr. Jeffrey Meyer - Pain Management

Local Staff

Scott Porter, MD General Surgery
Kelli Swayden, APRN, ANP-C, FNP-C
Patty McNamar, DNP, APRN, NP-C
Dr. Jacob Beecher, DO
Dr. Woodruff, DO
Craig Sudbeck, MD General Surgery
Hope Hewitt, APRN
Anna Goossen, PA-C

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Medicine Lodge Memorial Hospital and Physicians Clinic
710 N. Walnut - Medicine Lodge

620-886-3771 Hospital / 620-886-5949 Clinic

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108 N. Main St.

Medicine Lodge, Kansas

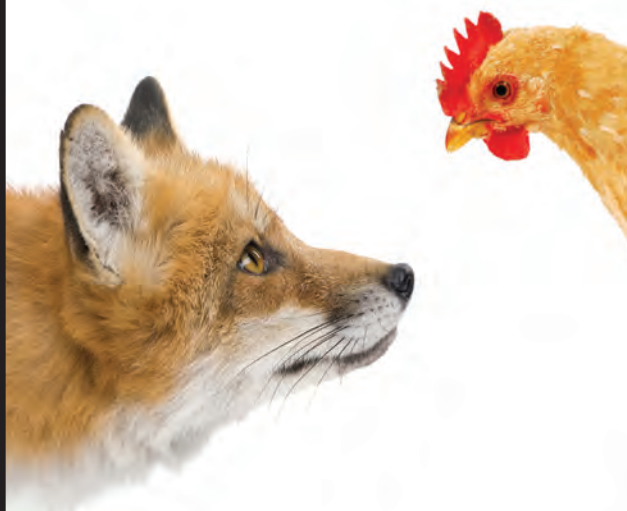
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GOT AN UNWANTED CAR??? DONATE IT TO PATRIOTIC HEARTS. Fast free pick up. Patriotic Hearts' programs help veterans find work or start their own business. Call 24/7: 1-877-850-0048

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STOP OVERPAYING FOR HEALTH INSURANCE! A recent study shows that a majority of people struggle to pay for health coverage. Let us show you how much you can save. Call Now for a no-obligation quote: 1-877-329-3270 You will need to have your zip code to connect to the right provider.

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INJURED IN AN ACCIDENT? Don't Accept the insurance company's first offer. Many injured parties are entitled to cash settlements in the \$10,000's. Get a free

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WATER DAMAGE CLEANUP & RESTORATION: A small amount of water can lead to major damage in your home. Our trusted professionals do complete repairs to protect your family and your home's value! Call 24/7: 1-877-420-3509 Have zip code of service location ready when you call!

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NEED NEW WINDOWS? Drafty rooms? Chipped or damaged frames? Need outside noise reduction? New, energy efficient windows may be the answer! Call for a consultation & FREE quote today. 1-877-514-4844 You will need to have your zip code to connect to the right provider.

The City of Kiowa is now accepting letters of interest from the public, citizens, groups, organizations and businesses interested in taking over the operations of the Chief Theatre in Kiowa, Kansas.

The Chief Theatre Building and contents are owned by the City of Kiowa and has been operated for the past 44 years by Bob and Pam Cox. They have recently decided that the time had come to pass the torch to the next generation interested in keeping the movies active in our small town.

A majority of our community have expressed the view that they want to see the theater continue to operate, thus, it is our intention to look at options to continue the tradition of having a theatre to benefit our community.

The City Council is requesting that all interested parties create a letter of interest providing details of how they would like to operate the theatre and identifying the individuals/groups/organizations involved. Please include your vision as to how

you see the operations being conducted, services to be provided and staffing levels (personnel involved). This will enable to Council to look at staffing, services offered and the investment to ensure that it continues to operate into the future. Please have the above letter of interest returned to the City Administrator by the close of business on October 7th, 2026. Email: cityadmin@kiowaks.org

The City of Kiowa is always willing to accept donations on behalf of the Chief Theater. And would like to give a friendly reminder - donations to the city are tax deductible.

We look forward to seeing all of your suggestions and extending an opportunity to continue offering movies to the local community. Together we all make this a great place to call home!

Garrett England, Mayor
Ty Piper, City Administrator

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NEWS

QUESTIONS OR COMMENTS? Contact Jason Jump at (620) 886-5654 or email ghp@gyphillpremiere.com

Trump Admin Doles Out \$16.8M for Healthcare Tech in Rural Kansas

BY ANNA KAMINSKI
Kansas Reflector

Rural healthcare in Kansas will benefit from nearly \$17 million in federal dollars to expand technology such as telehealth, artificial intelligence and diagnostic tools, and expedite transportation to specialty healthcare.

The funds are a chunk of the \$80 million in rural grants that have been announced for Kansas. Most of the \$17 million will go toward technology modernizations, and \$780,000 will fund regional transportation coordination efforts to help rural patients receive care quicker.

Federal leaders said the

funds will help strengthen rural healthcare in Kansas.

“This new round of investment in Kansas will help rural providers put tools like artificial intelligence, remote patient monitoring and advanced diagnostic technology to work for their patients, while strengthening transportation so people can get to the specialized care

they need,” said U.S. Rep. Derek Schmidt, R-Kansas.

U.S. Sen. Jerry Moran, R-Kansas, said he worked with colleagues last year to establish the program and ensure “rural providers in Kansas are equipped with the resources and support needed to address the unique challenges they face.”

Mehmet Oz, administrator

for the Centers for Medicare & Medicaid Services, said the funds are part of a historic commitment to rural areas by President Donald Trump. They are part of the \$50 billion, five-year Rural Health Transformation Program, which was enacted when Republicans passed tax cuts within the One, Big Beautiful Bill Act in 2025.

The same bill also included \$930 billion in cuts to Medicaid over the next 10 years.

“This is what rural health transformation should look like: federal investment that is putting patients first, driving lasting improvements and expanding healthcare for the hardworking Americans who call these communities home,” Oz said.

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BARBER COUNTY DEEDS

D152-554 - Warranty Deed: Jeremy and Cassidy R. Miller to The LKH Trust, Grantee.

D152-555 - Quit Claim Deed: Gregory G. and Cynthia Louise Roth to Ryan Choate, Grantee.

D152-556 - Quit Claim Deed: Karen L and Barry Keith Santee to Ryan Choate, Grantee.

D152-557 - Quit Claim Deed: George J. and Beverly LaVonne Roth to Ryan Choate, Grantee.

D152-558 - Quit Claim Deed: Susan C. and Michael Robert Clevenger to Ryan Choate, Grantee.

D152-559 - Warranty Deed: Ryan Choate to Michael Blake Haagen, Grantee.

D152-561 - Warranty Deed: Jeffery M Wornkey to Stephen Finch, Grantee.

D152-562 - Warranty Deed: Western Flight Farms, LLC et al, Mauney Hunting, LLC et al, Andrew J. Boyer, et al, Amber M. Boyer, et al to James F. Baker, et al, Joanie M. Baker, et al, Grantees.

D152-566 - Trustee's Deed: Wesley W. McConnell Family Trust to Andrew J. Boyer, et al, Amber M Boyer, et al, James F. Baker, et al, Joanie M. Baker, et al, Grantees.

D152-568 - Warranty Deed: Daniel Lewis to Bod Steven Bond, Grantee.

BARBER COUNTY DISTRICT COURT

BA-2025-PR-000028
In the Matter of the Estate of Rory C. Davis 09/24/2026 1:30 pm Final Settlement Candace R Lattin

BA-2026-LM-000132
American Express National Bank vs. Andrew C Dunham 09/25/2026 9:00 am Hearing Candace R Lattin

BA-2026-LM-000130
Barber County vs. Samantha Smith 09/25/2026 9:00 am Hearing Candace R

Lattin
BA-2025-LM-000144
Capital One N.A. Successor by Merger to Discover Bank vs. Scott A Reiner 09/25/2026 9:00 am Review Hearing Candace R Lattin

BA-2026-LM-000126
Southern Pioneer Electric Company vs. Deidre Lynn Lopez 09/25/2026 9:00 am Hearing Candace R Lattin
BA-2026-LM-000003

Lynv Funding Llc vs. Charles Conaway 09/25/2026 9:00 am Hearing Candace R Lattin

BA-2026-LM-000131
Woden Finance, LLC vs. Jesse Everett 09/25/2026 9:00 am Hearing Candace R Lattin

BA-2026-LM-000097
Lynv Funding Llc vs. Meggan Simons 09/25/2026 9:00 am Hearing Candace R Lattin

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- Submit a biography (500-word limit)
- Submit a headshot photo

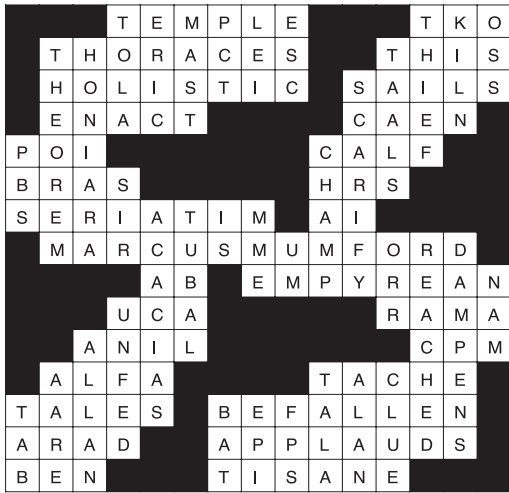
DEADLINE:

- Applications are due: September 30, 2026 at 5 pm

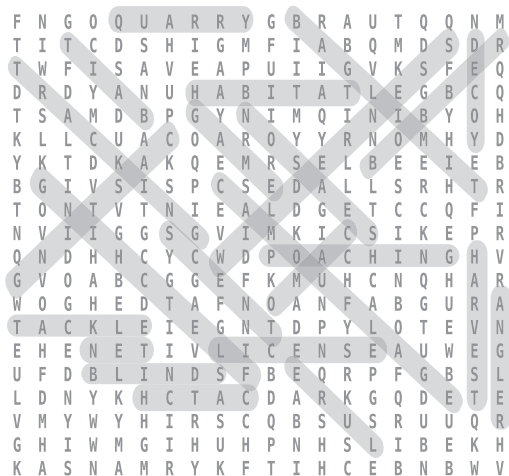


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PUZZLE ANSWERS



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6	3	7	8	4	1	9	5	2
7	9	4	1	6	8	2	3	5
5	1	3	9	2	7	6	4	8
8	6	2	4	3	5	1	7	9
2	7	1	5	9	4	3	8	6
4	8	9	6	1	3	5	2	7
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