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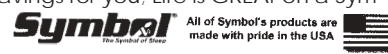


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Lady Jays start volleyball season Tuesday

By DICK BOYD

Coach Jill Lively's Norton Community High School volleyball team will open its season on Tuesday when it hosts Osborne and Colby in junior varsity and varsity contests in the Norton Memorial Gym, beginning at 5 p.m.

Practices began August 16 and 42 girls have reported for the team.

The Lady Jay volleyball team returns four varsity letter winners: seniors Amber Engelbert and Casey Carter and juniors Rachael Lentz and Chelsea Cox, who was a second team All-Mid-Continent League selection last season.

Other varsity squad members are: Casey Carter, 5' 6"; Pam Foley, 5' 10"; Stacy Reeves, 5' 10"; Amber Engelbert, 5' 8"; Kylee Witt, 5' 10", seniors, and Danielle LeClair, 5' 5"; Amanda Antrim, 5-foot; Rachael Lentz, 5' 9"; Klaire Mann, 5' 4"; Whitney Newell, 5' 6"; Chelsea Cox, 6-foot; Rebecca Ebert, 5' 11", juniors.

Junior varsity members are: Naomi Streck, 5' 8"; Kayla Douglas, 5' 5"; Amber Waggoner, 5' 4"; Alexi Wolfe, 5' 5"; Darci Darling, 5' 10", juniors; Laura

Delimont, 5' 6"; Brianna Felton, 5' 6"; Tiffany Marx, 5' 3"; Maggie Nielsen, 5' 9"; Dana Hillebrand, 5' 6"; Morgan Kauten, 5' 7"; Gena Myers, 5' 2"; Lacey Roe, 5' 5", sophomores, and Courtney Cox, 5' 6"; Courtney LeClair, 5' 6", freshmen.

Members of the freshman team are: Rachael Hickman, 5' 4"; Sydney Cliff, 5' 8"; Chantille Campbell, 5' 7"; Kylie Morel, 5' 3"; Haley Jones, 5' 4"; Ashli Hageman, 5' 3"; Sara Lentz, 5' 6"; Megan Kats, 5' 3"; Thea Wiseman, 5' 4"; Chelsea Dodson, 5' 3"; Alyssa Farber, 5' 3"; Lacy Ellis, 5' 7"; Karlynn Kent, 5' 4"; Ashley Martinez, 5' 5"; Tabitha Vincent, 5' 8", freshmen.

Peggy Cox and Joan Bolt are assistant coaches. Managers are Lacey Ninemire, Caitlyn Measels and Brenda Combs.

This will be Coach Lively's third season as head volleyball coach here. A native of Norton, she played volleyball and graduated from high school here in 1989.

Lively played volleyball for Barton County Community College in Great Bend and Emporia State University. She coached the Norton freshman

teams from 1993-1999.

"Our letter winners will give us a good base on which to build," she said. "Some of our biggest challenges will be filling the middle blocker positions and coming up with the best combination of players. We have a lot of girls with good skills and will most likely try them in several positions before we settle into a routine. Our coaching staff will really be watching for those players who step up and show leadership, commitment and a competitive spirit."

Coach Lively said that Smith Center, Phillipsburg and Stockton played well last season.

"I expect them to remain competitive; however, all three graduated key players," she said.

Our schedule has a few changes and will now include Hoxie and Hill City in regular season play. All our varsity playing dates this season are triangular, quadrangular or tournaments. Our fans will be able to see a lot of volleyball every time they attend an event.

Norton Volleyball Schedule
Tuesday, Aug. 31—V-JV Osborne/Colby, 5 p.m.
Tuesday, Sept. 7—Phillipsburg/

Norton Valley (P-burg), 5 p.m.

Saturday, Sept. 11—JV-Quinter Tourney (T), 9 a.m.

Monday, Sept. 13—9-Plainville (T), 5 p.m.

Tuesday, Sept. 21—Norton/Hoxie/Hill City/Stockton Quad, 4 p.m.

Thursday, Sept. 23—9-Colby/Smith Center, 4:30 p.m.

Saturday, Sept. 25—JV-Hill City (T), 8:30 a.m.

Saturday, Sept. 25—V-Hays High Quad (T), 12 p.m.

Monday, Sept. 27—9-Osborne, 5 p.m.

Tuesday, Sept. 28—Colby/Atwood (Atwood), 4:30 p.m.

Saturday, Oct. 2—9-Tournament (Plainville), 8:30 a.m.

Saturday, Oct. 2—Oberlin Tourney (T) 9 a.m.

Monday, Oct. 4—9-Smith Center/Beloit (Smith Center), 5 p.m.

Tuesday, Oct. 5—Smith Center/Trego (WaKeeney), 5 p.m.

Saturday, Oct. 9—V-Scott City (T), 9 a.m.

Monday, Oct. 11—9-Phillipsburg, 5 p.m.

Tuesday, Oct. 12—Logan/Golden Plains (Logan), 4 p.m.

Saturday, Oct. 16—League tournament (Plainville), 8:30 a.m.

Saturday, Oct. 23—sub-state (TBA)

Friday-Saturday, Oct. 29/30—state (Salina)

PUBLIC NOTICE

Norton City Airport Ordinance

Published in The Norton Telegram on Friday, August 27, 2004. (1T)

ORDINANCE NO. 1533 AN ORDINANCE RELATING TO THE JOINT OWNERSHIP AND OPERATION OF THE NORTON CITY/COUNTY AIRPORT AND REPEALING ORDINANCE NO. 1398 AND ORDINANCE NO. 1500 OF THE CITY CODE OF THE CITY OF NORTON, KANSAS.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF NORTON, KANSAS:

Section 1: Effective July 1, 2004, Ordinance No. 1398 and Ordinance No. 1500 are hereby repealed.

Section 2: This ordinance hereby establishes the joint City/County Airport, hereinafter referred to as "Norton Airport". The City of Norton and County of Norton shall jointly own, as tenants in common, the airport property for purposes of administering and managing the airport.

Section 3: The City of Norton and County of Norton are "municipalities" within the meaning of K.S.A. 3-119a and amendments thereto, and that by virtue of the provisions of K.S.A. 3-119a and K.S.A. 3-124, said municipalities are authorized, when the public safety, service and welfare can be advanced, to own and hold as tenants in common and to acquire by gift, lease, purchase or otherwise, lands for use as airports and may enter into contracts or agreements with each other, duly authorized by such governing bodies for the joint operation, control, maintenance, improvement and development of such airport and by contracts, agree upon the amount of any bonds to be issued for the purpose in such contracts provided by each of the contracting municipalities and the amount of tax levy to be made by each municipality, which is a party to the contract as well as the amount which will be approved for the support and maintenance of said airport.

Section 4: The City Council is adopting this ordinance and approving the joint and cooperative action and providing for the authorization for the execution of the joint Norton City/County Airport Interlocal Agreement.

1. **Title.** The City and County shall jointly own, as tenants in common, the municipal airport property described on the attachment "A".

That said governing bodies may acquire by gift, lease, purchase or otherwise, any additional lands for use as an airport as provided herein.

2. **Use of Land.** The land will be used for the purpose of a joint city/county airport or flying field for aviation purposes and surrounding lands necessary to provide for the safe and unobstructed approaches to the airfield. That the airport will be used for the service of all aircraft and pilots desiring to use the same, subject however, to such regulations not in conflict with state or federal law as may be imposed by ordinance of the City and or resolution of the County. The joint city/county airport board will have the authority to restrict the use or entrance upon any buildings, land or facilities of the airport and to make restrictions on the use or travel on any portion of the airport including the right to restrict any person or persons from going on any ground, building or facility of the airport. The city/county airport board shall have the authority to restrict the use of the airport property for business or commercial activity.

3. **Tax Levy.** The City of Norton, Kansas, shall provide \$29,000.00 cash per year beginning the year 2004 and continuing each year thereafter during the term of this agreement. These funds will be used for the purposes of maintaining such city/county airport, supporting and operating said airport and purchasing and acquiring additional land for said airport. Any application for an increase in tax support for the city/county airport shall be applied for by the city/county airport board and brought to the attention of the Board of County Commissioners and the Norton City Council and upon their mutually acceptable agreements an increase or modification of any tax support can take place.

4. **City/County Airport Board.** The organization, composition and nature of the separate entity and administrative body known as the City/County Airport Board for the purposes of administering, managing and controlling the airport shall be a separate entity and separate entity

shall constitute a body corporate in public and shall have in addition or any other powers reasonably necessary to exercise its function, the following powers:

- To sue and be sued in its corporate name;
- To take and hold any property, real or personal, in fee simple or otherwise;
- To sell, lease, lend or otherwise transfer any property or interest in property owned by it;
- To make contracts;
- To have and use a corporate seal.

The City/County Airport Board shall be made up of six members. Two members shall be County Commissioners appointed by the County and two members shall be City Council members appointed by the City. One additional member shall be appointed by the County Commission and one additional member shall be appointed by the City Council. The City Council appointee shall be residents of the City of Norton, Kansas. All County appointees shall be residents of Norton County, Kansas.

The County Commissioner members and the City Council members shall serve for their commissioner or council term. The other appointees shall be made in staggering terms of one and two years. Thereafter each term shall be for a period of two years. The City/County Airport Board shall elect its own officers annually and shall meet at least once a month and report its activity to the respective governing body through its governing body representatives.

The Norton City/County Airport Board shall elect annually a chairman who shall preside at all meetings, have the authority to vote at said meetings and to sign said contracts and agreements. Other officers to be elected annually shall be a vice-chairman, treasurer and recording secretary.

The Norton City/County Airport Board shall submit by June 1st of each year an annual budget with recommendations to the respective governing authorities.

The Norton City/County Airport Board shall be subject to the cash basis law, K.S.A. 10-1101, et seq, and shall not create an indebtedness or financial obligation unless there is money on hand, unencumbered by previous commitments, with which to pay the indebtedness. All contracts and budgets of the Norton City/County Airport Board shall comply with the cash basis law. The Norton City/County Airport Board shall establish a purchasing policy and shall formalize procedures which are to be used to assure good prices and proper use of taxpayer dollars. The Norton City/County Airport Board shall have a uniform policy for contract and improvement projects. The Norton City/County Airport Board shall assure that only qualified contractors receive contracts at the lowest and best prices obtained through competitive bids. The Norton City/County Airport Board shall assure that the funds of the Norton City/County Airport are invested in accordance with investment policies which allow for the term of the investment, the types of allowable investments, the safety and protection of the funds.

The Norton City/County Airport Board shall elect at least annually a treasurer who shall keep a full and accurate record of the amount of money in each particular fund; shall deposit all public monies and sign all checks of the Norton City/County Airport Board; pay out the funds of the Norton City/County Airport Board upon warrant and checks properly signed by both the treasurer and the chairman and who shall perform any other duties as may be prescribed by the Norton City/County Airport Board governing body. The treasurer shall prepare and submit suitable fiscal records including an annual budget.

The secretary of the Norton City/County Airport Board shall be the custodian of all the records, books, files, papers, documents and other personal effects belonging to the Norton City/County Airport Board and shall carry on all official correspondence of the Norton City/County Airport Board. The secretary shall attend and keep a record of all proceedings of all regular and special meetings and shall enter every appointment of office and the date thereof in the minutes. The secretary shall enter or place in an official book any and all minutes and resolutions passed by said Norton City/County Airport Board. The secretary shall see that all books and records as set forth herein shall be subject to the Kansas Open Records Act and shall be maintained at a public office open for business and inspection by the public. That for purposes of this section, public office means that said books and records shall

be housed at the offices of the City of Norton or the County of Norton and that said records shall be kept for a minimum time period as required by law.

The vice-chairman of the Norton City/County Airport Board shall preside at all meetings of the board in the absence of the chairman.

That said meetings of the Norton City/County Airport Board shall be subject to the Kansas Open Meeting Act. All meetings, gatherings and assemblies shall require an open meeting. The notice of meeting, the copies of agenda as requested and the submission of executive session shall only be as authorized by law, see K.S.A. 75-4317 et seq. No secret ballots shall be allowed.

The Norton City/County Airport shall be subject to an annual audit and that the results of said audit shall be submitted to the County of Norton and the City of Norton.

The Norton City/County Airport Board shall be subject to the Kansas Tort Claims Act as a "governmental entity" described therein. See K.S.A. 75-6101 et seq.

The Norton City/County Airport Board shall maintain adequate insurance which shall include scheduled coverage for buildings and equipment, public officials' errors and omissions policy, which shall include protection for the City of Norton and the County of Norton as well as coverage for airport operations and general liability. That said coverage shall be of an adequate nature and the named insured shall be the Norton City/County Airport Board which is considered a separate legal entity entitled to conduct a joint and cooperative action provided by an interlocal agreement, as well as the City of Norton and the County of Norton.

5. **Interlocal Agreement.** That the City of Norton and County of Norton are municipalities and have entered into the Norton City/County Airport agreement pursuant to K.S.A. 12-2901, et seq. The purpose of this agreement is to allow the City and County to cooperate on the basis of mutual advantage and provide continued airport services and facilities in a manner that will accord best with the geographic, economic, population and funding which influences the needs and development of the Norton community. It is understood and agreed that the Norton City/County Airport Board is a separate legal entity and will be allowed to conduct the joint and cooperative action provided for in this agreement.

6. **Existing Uses and Contracts.** That there are existing farm leases, airport manager agreements and fixed base operators agreement in regards to the existing airport that in the future, from time to time, as contracts and leases expire, Norton City/County Airport Board shall enter into such further and additional contracts concerning the joint operation, control, maintenance, improvements and development of the present airport lands and future lands as may be purchased, as the Norton City/County Airport Board may deem appropriate, desirable and mutually satisfactory.

7. **Power of the Norton City/County Airport Board.** The power of the Norton City/County Airport Board shall be fully set forth herein and shall include the administration, responsibility, care, management and control of the airport. The Board shall have broad general powers regarding matters concerning the airport, including but not limited to:

- Negotiation towards acquisition and disposition of airport property;
- Application for, use of, administration of any grants or loans from the United States, the State of Kansas or any other governmental entity or private source for improvement, repair or addition to the airport facility;
- Conducting studies regarding airport improvements, operations or qualifications for any grants or funding sources;
- Monitoring the supervision of the airport, including repairs to the existing facilities and maintenance thereof;
- Expenditures of any monies allocated to the airport;
- To make annual budget recommendations and to prepare their own budget based upon funds provided to them by the City of Norton and the County of Norton. The Norton City/County Airport Board shall base its budget on the cash basis law;
- Recommendations for any additional monetary support shall be made to the respective City Council and County Commission no later than June 1st annually;
- Select, appoint, discharge and negotiate as to employees connected with the airport, and any independent con-

tractors, subject to existing contract rights;

i. Enter into one or more leases for the use and operation of the airport and facilities thereof and for the rental of land constituting the same, persons, firms or corporations. All such leases and contracts shall be for a fixed term and shall specify the consideration or compensation to be paid to the airport for such purposes and to fix the duties of the respective parties relative to the maintenance and improvement of the airport and the ownership of all buildings and instructors thereon;

j. The joint Norton City/County Airport Board shall be authorized, subject to any limitations imposed by contract to issue bonds, notes, or other evidence of indebtedness in its own name, on behalf of the public agencies that are or become parties to the agreement creating the separate legal entity for those purposes for which this public agency is authorized pursuant to the constitutional laws of the State of Kansas to issue bonds, notes or other evidence of indebtedness. Such bonds, notes or other indebtedness shall be first approved by the City of Norton and the County of Norton and be payable from or secured by any property, interest or income of this separate legal entity, from whatever source derived which shall not constitute a charge against or indebtedness of any public agency on behalf of which such bonds, notes or indebtedness are issued. In issuing such bond, notes or indebtedness, such separate legal entity shall act as the authorized authority of the public agencies on behalf its bonds, notes or other indebtedness are issued, and the interest on such bonds, notes or other indebtedness shall be exempt from taxation under the laws of this state;

k. The joint Norton City/County Airport Board shall not itself levy taxes or borrow money and shall not approve any claims or incur any obligations for expenditures unless said expenditures are allowed in a current operating budget.

8. **Norton City/County Airport Board Funds.** The funds provided by the City and the County shall be paid over to the joint Norton City/County Airport Board and shall be used exclusively for the joint Norton City/County Airport.

9. **Reports.** As soon as possible at the end of each physical year, the joint Norton City/County Airport Board shall prepare and present to the governing bodies of the City and County a comprehensive annual report of its activities and finances.

10. **Agency Responsibilities.** That the City of Norton will continue to provide snow removal for the joint Norton City/County Airport property. The City will also supply electrical maintenance, general small maintenance, painting of the runway, fixing of the air sock and miscellaneous general maintenance to the Norton City/County Airport. Norton County will provide mowing and weed control to the airport property.

11. **Termination.** It is understood that the interlocal cooperation agreement dated October 18, 1994, entered into between the City of Norton and the County of Norton is hereby terminated as of June 30, 2004. That this new agreement shall be in full force and effect for the life of the airport and should the airport ever cease to be used as an airport or flying field, or should the parties agree to discontinue the joint city/county airport, then said agreement shall terminate and the governing bodies of the parties shall transfer the real estate and improvements of said airport to the City of Norton, Kansas. For purposes of this agreement, all notice of termination shall take place at least 90 days before the budget certification for the year preceding termination.

12. **Notices.** Any notices required under this agreement shall be made in writing and shall be addressed to either the City of Norton at P.O. Box 160, Norton, Kansas 67654 or to the County of Norton at P.O. Box 70, Norton, Kansas 67654.

13. **Amendments.** The Interlocal Agreement may be amended at any time by following the procedures used for the adoption of the agreement. Before any amendment is adopted, the governing body shall hold at least one joint public hearing after 10 days notice of the time and place of such hearing.

This ordinance shall be effective upon publication in the official city newspaper.

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF NORTON, KANSAS, this 18th day of August, 2004.

David N. Corns, Mayor

Attest: