

Airport board once again without quorum

By CAROLYN PLOTTS
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Once again a quorum was not present at the Norton City/County Airport Board meeting Monday night, so no official business could be conducted. However, the members who were present discussed some issues — John Miller, chairman; Jim Williams, treasurer; and Leroy Lang, board member.

Mr. Miller said he presented a copy of the airport's Master Plan to the Norton City Council. He said the council was asked to participate in sharing the expenses and he is waiting to hear from them.

Airport manager Delvis Miller presented some paperwork. He gave Mr. Miller the airport's insurance policy; a renewal for the Automated Weather Observation Station; and a grant form for the refueling facility.

Chairman Miller advised the board that a new Federal Aviation Administration inspector has ruled that the building housing the Non-Directional Beacon has to be mouse-proofed. One alternative suggested to the board referred to installing a cat at the facility.

The next meeting will be held at 5:30 p.m., Monday, Sept. 10 in the basement of the city building.

Andbe Home offering aide class

A nurse's aide class will be offered at the Andbe Home. Enrollment will be at 6 p.m. Thursday, Aug. 30 at the home. Classes will be from 6 to 10 p.m. Monday and Thursday starting Thursday, Sept. 6. The course requires 23 class sessions. A state exam will be held in Colby after the

completion of the course. Tuition is \$420 (includes testing fees) for five credit hours and approximately \$95 for the textbook and workbook.

Class size is limited to 10. For more information call Joyce Rima, 785-877-366 or 877-5120.

Welcome
To
Our
Class!



Parents and children, alike, enjoyed (right) the homemade cinnamon rolls served by the cafeteria staff at Thursday evening's open house at Eisenhower Elementary. Gail Roy's kindergarten classroom boasts a big welcome sign for the first day of school, Friday. Mrs. Roy (above) put the finishing touches on her room during Thursday's open house for students and parents.

— Telegram photos by Carolyn Plotts



Horticulture event slated for Aug. 29 in Hays

The Kansas State University Agricultural Research Center in Hays will host its Evening Horticulture Field Day on Aug. 29.

Registration starts at 6 p.m. with presentations beginning at 6:30. Topics for the evening will include turfgrass management, PrairieStar flower trial selections, and a vegetable demonstration garden. There will be opportunities for discussions following each presentation.

This summer, the Ellis County Master Gardeners have a diverse vegetable garden comprised of several varieties of tomatoes, peppers, zucchini, and yellow squash. They will provide brief details of each crop concerning variety differences. All of the varieties will be labeled so attendees can conduct their own comparisons.

Norton alumni plan to meet Sept. 7 and 8

Norton alumni are reminded of the Norton Community High School Reunion scheduled to be held Sept. 7-8.

Planned events include a hamburger feed before the high school football game on Friday, Sept. 7; an open house from 2 to 4 p.m. Saturday at the Norton Junior High cafeteria; and the dinner to be held Saturday evening at the American Legion.

To make reservations or for more information, contact Sonya Montgomery at 785-669-2145.

The presenters for the evening will be the Ellis County Master Gardeners and K-State Research & Extension specialists from the Olathe Horticulture Research Center, including Alan Stevens (landscape flowers), Rodney St.

John (turfgrass science), and Ted Carey (vegetable crops). Megan Kennelly (plant pathology), who is based at K-State's main campus in Manhattan, will be on hand to discuss plant diseases that have occurred in the area over this

growing season.

The public is invited to attend. Refreshments will be provided. The field day will end at dusk.

More information is available by calling the research center at (785) 625-3425.

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PUBLIC NOTICE

Norton Ordinance Regarding Sewer Plant Loan Agreement

Published in The Norton Telegram on Friday, August 17, 2007. (1T)

ORDINANCE NO. 1561
AN ORDINANCE AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE LOAN AGREEMENT BETWEEN THE CITY OF NORTON, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE SECOND AMENDMENT TO THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and

to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the City of Norton, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection, pumping, and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain an amendment to the loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

The project consists of construction of a new wastewater treatment plant. It includes an influent pump station, headworks, aeration basins, clarifiers, UV disinfection, and sludge digesters (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for an amendment to the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed Four Million Three Hundred Thousand Dollars [\$4,300,000] (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Second Amendment to the Loan and to enter into a Second Agreement to the loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Second Amendment to the Loan Agreement.

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

Section 1. Authorization of the Second Amendment to the Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Second Amendment to the Loan Agreement, with an effective date of July 17, 2007, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the Second Amendment to the "Loan Agreement") to finance the Project Costs (as defined in the Second Amendment to the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Second Amendment to the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the mayor and the City Attorney, the Mayor's execution of the Second Amendment to the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Second Amendment to the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Second Amendment to the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

PASSED by the governing body of the City on the 15th day of August, 2007, and signed and APPROVED by the Mayor.

David N. Corns, Mayor

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