THE NORTON TELEGRAM Page 8

BOWLING

Stardust

Standings, Sept. 10 – Front Range Auto, 13-3; FSBT 1, 10-6; FSBT 2. 8-8: First State Bank Jr. 7-9; Fit to Go, 7-9; First State Bank Sr, 3-13. High Line: Bev Miller, 200; Becky Williams, 167; Janice Russell, 160; FSBT 1, 356; FSBT 2, 293; Front Range Auto, 283; High Series: Bev Miller. 521: Janet Manning, 465; Janice Russell, 440; FSBT 1, 986; FSBT 2, 862; Front Range Auto, 823; High Line Handicap: Barb Goeken, 226; Bev Miller, 224; Janice Russell, 190; FSBT 1, 407; First State Bank Jr, 390; FSBT 2, 360; High Series Handicap: Bev Miller, 593; Barb Goeken, 573; Janice Russell, 557; FSBT 1, 1139;

FSBT 2, 1063; Front Range Auto, 1042

Results, Sept. 3 – High Line: Janet Manning, 167; Cindy Linner, 164; Jennifer Schemper, 163; FSBT 1, 319; FSBT 2, 307; Front Range Auto, 295; High Series: Becky Williams, 455; Bev Miller, 440; Janet Manning, 434; FSBT 2, 881: FSBT 1, 874: Front Range Auto, 804; High Line Handicap: Gloria Zwickle, 211; Jennifer Schemper, 205; Barb Goeken, 201: Fit to Go, 391; First State Bank Jr, 377; FSBT 2, 374; High Series Handicap: Barb Goeken, 567; Natalie Taylor, 559; Janice Russell, 546; First State Bank Jr, 1099; Fit to Go, 1091; FSBT 2, 1082.

PUBLIC NOTICES

Estate of Emereth E. Wray and Beth Lavern Williams

Published in The Norton Telegram on determinations of descent; further, you Friday, August 31, September 7, and September 14, 2007. (3T)

IN THE DISTRICT COURT OF NORTON COUNTY, KANSAS **PROBATE DIVISION** Case No. 2007-PR-32

In the Matter of the Estate of EMERETH E. WRAY, deceased, and BETH LAVERN WILLIAMS, deceased NOTICE OF HEARING

The State of Kansas To All Persons Concerned:

You are hereby notified that a *Petition* For The Determinations Of Descent As To Emereth E. Wray, Deceased And Beth Lavern Williams, Deceased, has been filed in this Court by Steven L. Williams, an interested party, requesting this Court to make said

are hereby required to file your written defenses thereto on or before the 21st day of September, 2007, at 9:00 o'clock a.m. of said day, in said Court, in the City of Norton, in Norton County, Kansas, at which time and place said cause will be heard. Should you fail therein, judgment and decree will be entered in due course upon said Petition.

> Steven L. Williams Petitioner

John F. McClymont, #09379 **RYAN, WALTER &** McCLYMONT. Chtd. 120 S. State - PO Box 364 Norton, Kansas 67654 785-877-5183 Attorney for Petitioner

Estate of Darleen A. McClelland

Friday, August 31, September 7, and September 14, 2007. (3T)

IN THE DISTRICT COURT OF NORTON COUNTY, KANSAS

Case No. 2007-PR-33 In the Matter of the Estate of DARLEEN A. McCLELLAND, Deceased

NOTICE OF HEARING STATE OF KANSAS)ss:

COUNTY OF NORTON The State of Kansas To All Persons Concerned:

You are hereby notified that a Petition For Admission Of Foreign Will To Probate And Record Without Administration has been filed in this Court by Kennis R. McClelland, an heir of Darleen A McClelland deceased praving that the Foreign Will of Darleen A. McClelland, deceased, be admitted to probate and Record in this Court; that

Published in The Norton Telegram on no administration of this estate is necessary; that the Will be construed: and that the property described in that Petition be assigned in accordance with the terms of the Will. You are required to file your written defenses thereto on or before the 21st day of September, 2007, at 9:15 o'clock a.m. of such day, in such Court, in the City of Norton, in Norton County, Kansas, at which time and place such cause will be heard. Should you fail therein, judgment and decree will be entered in due course

upon the Petitioner Kennis R. McClelland Petitioner

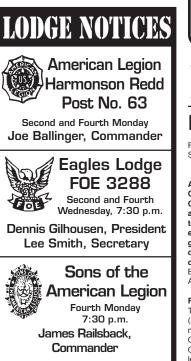
John F. McClymont, #09379 RYAN, WALTER & McCLYMONT, Chtd. 120 S. State - PO Box 364 Norton, Kansas 67654 785-877-5183 Attorney for Petitioner

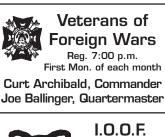
Friday, September 14, 2007

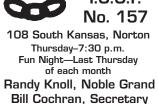
Results, Aug. 27 - High Line: Bev Miller, 178; Jane Engelhardt, 177; Janet Manning, 177; FSBT 1, 351; Front Range Auto, 306; FSBT 2,301; High Series: Bev Miller, 502; Becky Williams, 461; Janet Manning, 456; FSBT 1, 958; FSBT 2, 869; Front Range Auto, 817; High Line Handicap: Jane Engelhardt, 219; Peggy Sevier, 202; Bev Miller, 199; FSBT 1, 392; First State Bank Jr, 386; First State Bank Sr, 371; High Series Handicap: Bev Miller, 565; Jane Engelhardt, 547; Jennifer Schemper, 546; FSBT 1, 1081: FSBT 2, 1067; First State Bank Jr, 1049.

Results, Aug. 20 - High Line: Cindy Linner, 202; Janet Manning, 181; Natalie Taylor, 174; FSBT 1, 342; Front Range Auto, 333; FSBT 2, 290; High Series: Janet Manning, 490: Bev Miller, 485; Cindy Linner, 462; FSBT 1, 975; Front Range Auto, 923; FSBT 2, 773; High Line Handicap: Natalie Taylor, 230; Cindy Linner, 229; Janice Russell, 209; Fit to Go, 395; Front Range Auto, 387; FSBT 1, 383; High Series Handicap: Janet Manning, 550; Bev Miller, 548; Cindy Linner, 543; FSBT 1, 1098; Front Range Auto, 1085; FSBT 2, 1046.

Tuesday Housewife Standings, Sept. 4 - D&M Ser-







Good Cats, 6-6; Jamboree Foods, 3-9. High Scratch Game: BEB & Assoc, 419; D&M Service, 404; Darn Good Cats, 395; Sharron Smith, 172; Donna VanKooten, 164; Laura Leidig, 155; High Scratch Series: BEB & Assoc, 1178; Darn Good Cats, 1070; D&M Service, 1060; Laura Leidig, 447; Sharron Smith, 421; Donna VanKooten, 395; High Handicap Game: D&M Service, 582; Darn Good Cats, 568; BEB & Assoc, 544; Vanessa Bacon, 240; Donna VanKooten, 226; Sharron Smith, 207; High Handicap Series: D&M Service, 1594; Darn Good Cats, 1589; BEB & Assoc, 1553; Donna VanKooten, 581; Georgia Moser,

vice, 8-4; BEB & Assoc, 7-5; Darn 564; Laura Leidig, 561

Results, Aug. 28 - High Scratch Game: BEB & Assoc, 401; BEB & Assoc. 400: BEB & Assoc. 393: Sharron Smith, 161; Sharron Smith, 158; Jamie Wentz, 153; High Scratch Series: BEB & Assoc. 1194: D&M Service, 1000; Jamboree Foods, 976; Sharron Smith, 431; Kathleen Berlier 421; Laura Leidig, 409; High Handicap Game: Jamboree Foods, 553; D&M Service, 542; D&M Service, 523; Donna VanKooten, 199; Geneva Tier, 198: Sharron Smith, 196; High Handicap Series: BEB & Assoc, 1554; D&M Service, 1534; Jamboree Foods, 1531; Sharron Smith, 536; Jamie Wentz, 531; Kathleen Berlier, 520. Results, Aug. 21 - High Scratch

Game: D&M Service, 470; BEB & Assoc, 459; D&M Service, 446; Bev Miller, 184; Kathleen Berlier, 172; Bev Miller, 163; High Scratch Series: D&M Service, 1345; BEB & Assoc, 1231; Darn Good Cats, 1070; Bev Miller, 509; Kathleen Berlier, 435; Sharron Smith, 431; High Handicap Game: BEB & Assoc, 579; Darn Good Cats, 566; D&M Service, 561; Kathleen Berlier, 205: Carol Gerlits, 203: Bev Miller, 199; High Handicap Series: D&M Service, 561; Kathleen Berlier, 205; Carol Gerlits, 203; Bev Miller, 199; High Handicap Series: D&M Service, 1618; BEB & Assoc, 1591; Darn Good Cats, 1547; Bev Miller, 554; Sharron Smith, 536; Laura Leidig, 536.



•Blue Cross and Blue Shield health and dental coverage •Prescription coverage •Retirement (KPERS) •11 Paid holidays •10 Vacation days •12 Sick days •Plus More! •Opportunity for advancement •Traning incentives to enhance wage Frontier Developmental Center 1104 State Street, Norton, KS 67654

Phone 785-877-5154 or online at www.DSNWK.org

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PUBLIC NOTICE

(2T)

Prairie Land Electric Cooperative, Inc. Ordinance for the City of Almena

First published in The Norton Telegram Friday, September 14 and 21, 2007

Ordinance No. 408

An Ordinance granting Prairie Land Electric Cooperative, Inc., as agent for Mid-Kansas Electric Company, LLC., its lessees, successors and assigns, an electric franchise and the authority to construct, operate, maintain, and extend an electric distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Almena, Kansas it ordained by the Governing Body of the City of Almena, Kansas, as follows:

FRANCHISE GRANTED

The Governing Body of the City of Almena, Kansas (hereinafter referred to as "Grantor"), hereby grants a non-exclusive franchise to Prairie Land Electric Cooperative, Inc., as agent for Mid-Kansas Electric Company LLC., (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to construct, install, maintain, operate and extend in, along and across the present and future streets, alleys, avenues, bridges, public rightsof-way and public places as are now within the present or future limits of said Grantor, an electric distribution system and all facilities necessary for the production, transmission and distribution of electrical power and energy for the purpose of carrying on a general power and light business and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of electric power and energy from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, poles, transmission lines, distribution lines, anchors, guy wires, cables, conduits, street lighting poles, transformers and all other apparatus and appliances necessary or incident thereto for all purposes for which it may be used, and to do all other things necessary and proper in providing electric service to the inhabitants of Grantor and in carrying on such business. TERM

The rights and privileges granted hereunder shall remain in effect for a period of twenty (20) years from e effective date of this Ordinance.

located within the corporate limits of Grantor and

FRANCHISE FEES OR TAXES In exchange for the franchise granted herein, Grantee shall collect from its electric customers

pay to Gra

associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken so as to allow Grantee to be made economically whole. In determining the rights and duties of the Grantee, the terms of this Ordinance shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the Grantor

PROVISION FOR INADEQUATE ENERGY SUPPLIES

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or the supply of energy to any customers or prospective customers. and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee. CONSTRUCTION AND MAINTENANCE OF

GRANTEE'S FACILITIES

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and the general public as is reasonably necessary, and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this franchise it will use its best efforts to maintain its facilities and equipment in a condition sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance, except that in emergency situations Grantee shall take such immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Grantor will start the work, and, if more than one right-of-wav is in

public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of way until it receives the reasonable cost of relocating the same and Grantor provides a reasonable alternative location for such facilities.

Any person or corporation desiring to move a building or other structure along, or to make any unusual use of, any street, alley, avenue, bridge, public right-of-way or public place which shall interfere with the facilities or equipment of the Grantee, shall first give notice to the Grantor and the Grantee and pay a sum sufficient to cover the expense of moving Grantee's facilities and equipment in such location, and any damages incident thereto.

CONFIDENTIAL INFORMATION

Grantor acknowledges that certain information if might request from Grantee pursuant to this Ordinance may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to its proprietary or commercial value. Grantor and its employees. agents and representatives shall maintain the confidentiality of such information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such proprietary or confidential information, Granton shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief. FORCE MAJEURE

It shall not be a breach or default under this Ordinance if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms floods washouts explosions breakage or accident or necessity of repairs to machinery equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and (4) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid force maieure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided. however, that this provision shall not obligate a party to settle any labor strike.

PUBLIC NOTICE

August Norton County Bills

Published in The Norton Telegram on Friday, September 14, 2007.

Board of County Commissioners met in regular session at the Norton County Courthouse August 31, 2007 to allow the following bills: K.S.A. 19-337. An itemized copy of this report is available for inspection in the County Clerk's Office.

(*Juvenile Service Accounts)

County General	66 712 06
Road & Bridge	
Special Bridge	7,905.75
Ambulance	. 14.474.45
Appraiser's Cost	7 233 68
County Health	21 242 51
Appraiser's Cost County Health Economic Development	4 040 47
Economic Development	4,818.47
Election	1,537.50
4-H Maintenance	200.00
Noxious Weed	5 020 40
Solid Wasta	7 000 00
Solid Waste *Court Trustee - State	
"Court Trustee - State	. 10,696.21
*Case Management	7,623.67
*Juvenile Director	602.16
*JISP	5 316 00
*Diversion	6 474 50
	0,474.50
*Juvenile Intake	4,823.49
Advance Insurance Co.	334.53
Ag Valley Co-op	3.586.65
Allied Oil & Supply Inc	2 582 25
Allied Oil & Supply, Inc	261 21
American Family Insurance	2,086.33
Archibald, Curt Asphalt & Fuel Supply	38.25
Asphalt & Fuel Supply	. 25.640.71
*AT&T	763.82
Becker, Diane	1 010 20
Bird, Angela	1,010.20
Bird, Angela	
Boller, Cindy	149.46
*Braun. Sandv	19.35
Brooks Motel	226 35
Buffalo Co Sheriff Dept	24.00
Bussen, Bill	
*BC/BS of Kansas/Cs Mgmt .	2,796.97
BC/BS of KS Inc/Bill Ad	. 47.122.59
Car Quest Auto Parts	466 66
Carlyle, Judith	Q15 22
*Carman Computer Service	104.90
Carter, Wade Central Plains Laboratory	505.91
Central Plains Laboratory	285.00
Cheyenne Co. Health Dept	2 996 53
City of Norton	6 317 74
Case Cale Enternations Inc.	0,017.74
Coca Cola Enterprises Inc	
Colonial Supplement Ins	137.50
*Commerce Bank Communication Engineering .	1,815.47
Communication Engineering	1.490.75
*Computer Solutions Inc	9 962 00
*Computer Dro Inc	410.00
*ComputerPro Inc	
Conseco Health Insurance	
Culligan Water Condition	75.75
Culligan Water Condition CASA of 17th Judicial Dis	75.75
CASA of 17th Judicial Dis	
CASA of 17th Judicial Dis Dav-Timer Inc	
CASA of 17th Judicial Dis Day-Timer Inc *Decatur Co Clerk	
CASA of 17th Judicial Dis Day-Timer Inc *Decatur Co Clerk	
CASA of 17th Judicial Dis Day-Timer Inc. *Decatur Co Clerk Dectur Co. Health Dept *Decatur County Dist Court.	75.75 2,000.00 14.24 212.10 3,248.97 188.00
CASA of 17th Judicial Dis Day-Timer Inc	75.75 2,000.00 14.24 212.10 3,248.97 188.00 72.20
CASA of 17th Judicial Dis Day-Timer Inc	75.75 2,000.00 14.24 212.10 3,248.97 188.00 72.20
CASA of 17th Judicial Dis Day-Timer Inc	75.75 2,000.00 14.24 212.10 3,248.97 188.00 72.20 21.40
CASA of 17th Judicial Dis Day-Timer Inc. *Decatur Co Clerk Dectur Co. Health Dept. *Decatur County Dist Court Dennies Repair *Dewey, Kelly Dollar General	75.75 2,000.00 14.24 212.10 3,248.97 188.00 72.20 21.40 12.00
CASA of 17th Judicial Dis Day-Timer Inc. *Decatur Co Clerk Dectur Co. Health Dept. *Decatur County Dist Court Dennies Repair *Dewey, Kelly Dollar General Eakes Office Products	75.75 2,000.00 14.24 212.10 3,248.97 188.00 72.20 21.40 12.00 158.76
CASA of 17th Judicial Dis Day-Timer Inc. *Decatur Co Clerk *Dectur Co. Health Dept. *Decatur County Dist Court Dennies Repair *Dewey, Kelly Dollar General Eakes Office Products Edgett, Loyd	75.75 2,000.00 14.24 212.10 3,248.97 188.00 72.20 21.40 12.00 158.76
CASA of 17th Judicial Dis Day-Timer Inc. *Decatur Co Clerk Dectur Co. Health Dept. *Decatur County Dist Court Dennies Repair *Dewey, Kelly Dollar General Eakes Office Products	75.75 2,000.00 14.24 212.10 3,248.97 188.00 72.20 21.40 12.00 158.76
CASA of 17th Judicial Dis Day-Timer Inc. *Decatur Co Clerk *Dectur Co. Health Dept *Decatur County Dist Court Dennies Repair *Dewey, Kelly Dollar General Eakes Office Products Edgett, Loyd Elliott, Jill	
CASA of 17th Judicial Dis Day-Timer Inc. *Decatur Co Clerk *Dectur Co. Health Dept *Decatur County Dist Court Dennies Repair *Dewey, Kelly Dollar General Eakes Office Products Edgett, Loyd Elliott, Jill Emergency Medical	75.75
CASA of 17th Judicial Dis Day-Timer Inc. *Decatur Co Clerk Dectur Co. Health Dept. *Decatur County Dist Court Dennies Repair *Dewey, Kelly Dollar General Eakes Office Products Edgett, Loyd Elliott, Jill Emergency Medical Endzone Sports & Office	75.75
CASA of 17th Judicial Dis Day-Timer Inc. *Decatur Co Clerk bectur Co. Health Dept. *Decatur County Dist Court Dennies Repair *Dewey, Kelly Dollar General Eakes Office Products Edgett, Loyd Elliott, Jill Emergency Medical Endzone Sports & Office Engel's Sales & Service	75.75 2,000.00 14.24 212.10
CASA of 17th Judicial Dis Day-Timer Inc. *Dectur Co Clerk bectur Co. Health Dept. *Decatur County Dist Court Dennies Repair *Dewey, Kelly Dollar General Eakes Office Products Edgett, Loyd Elliott, Jill Emergency Medical Engel's Sales & Service Engel's Sales & Service	
CASA of 17th Judicial Dis Day-Timer Inc. *Dectur Co Clerk bectur Co. Health Dept. *Decatur County Dist Court Dennies Repair *Dewey, Kelly Dollar General Eakes Office Products Edgett, Loyd Elliott, Jill Emergency Medical Engel's Sales & Service Engel's Sales & Service	
CASA of 17th Judicial Dis Day-Timer Inc. *Dectur Co Clerk bectur Co. Health Dept. *Decatur County Dist Court Dennies Repair *Dewey, Kelly Dollar General Eakes Office Products Edgett, Loyd Elliott, Jill Emergency Medical Engel's Sales & Service Engel's Sales & Service	
CASA of 17th Judicial Dis Day-Timer Inc. *Decatur Co Clerk Dectur Co. Health Dept. *Decatur County Dist Court Dennies Repair *Dewey, Kelly Dollar General Eakes Office Products Edgett, Loyd Elliott, Jill Emergency Medical Engel's Sales & Service Engelbert, Bryce Engelbert, Susan Enserv Midwest LLC	75.75
CASA of 17th Judicial Dis Day-Timer Inc. *Dectur Co Clerk bectur Co. Health Dept. *Decatur County Dist Court Dennies Repair *Dewey, Kelly Dollar General Eakes Office Products Edgett, Loyd Elliott, Jill Emergency Medical Engel's Sales & Service Engel's Sales & Service	75.75

Felton's Ace Building	272.56
First Health	
Fleet Fueling	12.00
Foley, James K.	
Frack, Gina	30.13
Frack, Rhonda	
*Frontier Ag, Inc.	77.46
Galeton Gloves	174.45
Gall Motor Company, Inc	211.80
Garrett Plumbing	525.70
Garrett's Plumbing	557.89
GlaxoSmithKline	
Glenn, Claire	178.65
Graham Co. Health Dept	. 2,899.67
*Griffiths, Karen	144.52
Grysch, Verla Harting, Melinda	15.39
Harting, Melinda	16.47
*Heartland Homes *Hi-Plains Co-op Assoc	. 1,500.00
"HI-Plains Co-op Assoc	359.38
Homestore	223.00
Instant Technologies, Inc Interstate Battery System	656.35
Interstate Battery System	201.85
Intrust Card Center	1,140.91
ING Aetna Jamboree Foods	2,380.00
Jamporee Foods	328.70
Jones, Jenda *Juvenile Justice Authorit	305.13
Kansas Assoc. of Counties	123.01
Kansas Home Care Assoc	297.00
Kansas Jail Assoc	
Kansas Judicial Council	
Kansas Judicial Branch	50.00
Kansas Payment Center	260.00
Kansas Withholding Tax	6 407 61
Kansasland Tire Company	/81 50
Kellie's	102.45
Kincaid, Charles	
Klein Mark Dr	
Kowpoke Supply LLC	155.62
Krizek Craig Dr	965.00
KADCCA	125.00
KPERS Wire Transfer	17 365 33
KONK Badio	100.00
KQNK Radio *KS Dept of Administ, DISC	439.00
KS Organization Recyclers	100.00
Lab Safety Supply	55 56
Lamatsch, Matt	500 58
Lang Lerov	14 55
Lang, Leroy Larned State Hospital Law Office of Paula	337 75
Law Office of Paula	720.20
Linweld	149 07
Lohr, Harry E	575.00
Martin Tractor	. 1.933.92
Maupin Truck Parts Inc.	100.42
Med-Tech Resources, Inc	. 1,072.75
Medico Insurance Co.	
Merck & Co., Inc.	. 3,962.30
Mid States Port Authority	302.50
Midwest Energy Inc.	352.39
Miller, John	358.90
Moffet Drug	753.44
Morel, Janelle	270.72
Morris & Dickson Co Mortensen Computer Service	. 1,437.60
Mortensen Computer Service	13,914.28
*Motel 6	38.82
Nex-Tech	. 3,555.57
Nex-Tech-Wireless-LLC	804.29
Northwest Fire Extinguish	71.50
Northwest Kansas Co Appra	15.00
Northwest Ks Domestic	250.00
Northwestern Office	. 1,050.00
Norton Chamber of Commerce	e 125.00
Norton Co EMS	102.85
Norton County Clerk	
Norton County Health	. 4,405.07
Norton County Hospital	. 1,238.34
Norton Fuel Service	601.87
Norton Glass Company Inc	231.67

Norton Sheet Metal Inc	68.75
Norton Shop & Save	330 45
Norton Telegram	50 50
NuCompass Publishing	50.50
NuCompass Publishing	60.00
*NCSEA	285.00
*NCSEA *Office Works, Inc.	25.31
Omni Preventive Care	165.00
Otter, Brittany	104.01
Oller, Brillarly	124.31
Otter, Penny	121.31
Ozark Life Insurance	137.07
Pamida Inc.	31/ 71
Patterson, Treva	
Payroll Fed/fica Wire	48.537.07
Pfannenstiel, Betty	65.00
Pfannenstiel, Herman J	87.63
Dfamman attal Laslia	
Prannenstiel, Leslie	241.47
Pfannenstiel, Leslie Phillips Co. Health Dept	2,657.59
Phillips 66-Conoco-76	288 37
Pioneer Products Inc	663 56
Pioneer Products, Inc Pitney Bowes, Inc	000.00
Pitney Bowes, Inc.	14.99
Plak Smacker	222.85
*Platt, Brenda M.	129 40
*Postmaster	41.00
Prairie Land Electric	46.90
Pre-Paid Legal Serv Inc	203.35
Pure Prairie	85.27
Rachow, Kathryn	10.10
	12.13
Rawlins Co. Health Dept	8,143.13
Rawlins Co. Health Dept *Redwood Toxicology Lab In	110.50
Regal Corporation	94 14
Resource Management Co	105 10
Resource Management Co	135.13
Richard, Floyd	68.69
Richards Service & Repair	52.50
*Richards, Patricia Rogers Disposal Service	31 46
Rogers Disposal Service	287.00
	207.00
*Ron's Tire Service	233.23
Rooks Co. Health Dept	2,996.91
Roy's Sales & Service Inc	188.32
*S&T Communications LLC	80.33
S&W Supply Company	171 01
Seve Supply Company	
	171.01
Sanofi Pastuer. Inc.	919.27
Sanofi Pastuer, Inc Schemper Kathleen I	919.27 47 53
Sanofi Pastuer, Inc Schemper Kathleen I	919.27 47 53
Sanofi Pastuer, Inc Schemper Kathleen I	919.27 47 53
Sanofi Pastuer, Inc Schemper, Kathleen L Schillig, Ruth *Scott Melanie	919.27 47.53 713.44 120.00
Sanofi Pastuer, Inc. Schemper, Kathleen L. Schillig, Ruth	919.27 47.53 713.44 120.00 1 329 58
Sanofi Pastuer, Inc. Schemper, Kathleen L. Schillig, Ruth	919.27 47.53 713.44 120.00 1 329 58
Sanofi Pastuer, Inc. Schemper, Kathleen L. Schillig, Ruth	919.27 47.53 713.44 120.00 1 329 58
Sanofi Pastuer, Inc. Schemper, Kathleen L. Schillig, Ruth	919.27 47.53 713.44 120.00 1 329 58
Sanofi Pastuer, Inc. Schemper, Kathleen L. Schillig, Ruth. *Scott Melanie Sebelius & Griffiths LLP *Sebelius Building LLC *Security Transort Servic Sell-Britt, Penni	919.27 47.53 713.44 120.00 1,329.58 375.00 254.75 58.20
Sanofi Pastuer, Inc. Schemper, Kathleen L Schillig, Ruth *Scott Melanie Sebelius & Griffiths LLP *Sebelius Building LLC *Security Transort Servic Sell-Britt, Penni Shirk Lamont Dr.	919.27 47.53 713.44 120.00 1,329.58 375.00 254.75 58.20 122.00
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tor an amount equal to three and a half percent (3.5%) of gross receipts Grantee derives from the sale, distribution or transportation of electricity delivered within the present or future limits of Grantor. The Grantor may make further adjustments in the franchise fee, from time to time. Gross receipts as used herein are revenues received from the sale, distribution or transportation of electricity, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. The amount paid by Grantee shall be in lieu of, and Grantee shall be exempt from, all other fees, charges, taxes or assessments which the Grantor may impose for the privilege of doing business within the present or future corporate limits of Grantor, including, without limitation, excise taxes, occupation taxes, licensing fees, or right-of-way permit fees, and in the event the Grantor imposes any such fee, charge, tax or assessment, the payment to be made by Grantee in accordance with this section shall be reduced in an amount equal to any such fee, charge, tax or assessment imposed upon the Grantee. Ad valorem property taxes imposed generally upon all real and personal property within the present or future corporate limits of Grantor shall not be deemed to affect Grantee's obligations under this section. Grantee shall report and pay any amount payable under this section on a semi-annual basis. Such

payment shall be made no more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portions of the periods at the beginning and end of the term of this Ordinance Grantee shall list the franchise fee collected from customers as a separate item on bills for utility service issued to its customers. If at any time the Kansas Corporation Commission or other authority having proper jurisdiction prohibits such recovery, Grantee will no longer be obligated to collect and pay the franchise fee. In addition, Grantee may reduce the franchise fee payable for electricity delivered to a specific customer when such reduction is required to attract or retain the business of that customer

Grantor shall provide copies of annexation ordinances to Grantee on a timely basis to ensure appropriate franchise fee collection from custome within Grantor's corporate limits. Grantee's obligation to collect and pay the franchise fee from customers within an annexed area shall not commence until the later of: (a) sixty (60) days after Grantee's receipt of the annexation ordinance pertaining to such area, or (b) such time as is reasonably necessary for Grantee to identify the customers in the annexed area obligated to pay the franchise fee

Grantor shall have access to and the right to examine, during normal business hours, such of Grantee's books, receipts, files, records and documents as is necessary to verify the accuracy of payments due hereunder. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, such mistake shall be corrected promptly upon discovery such that any under-payment by Grantee shall be paid within thirty (30) days of recalculation of the amount due, and any over-payment by Grantee shall be deducted from the next payment of such franchise fee due by Grantee to Grantor

GOVERNING RULES AND REGULATIONS

The franchise granted hereunder is subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body having proper isdiction take any action that precludes Grantee from recovering from its customers any cost

/ed, the ord which the work is to proceed. The notice shall be given to the Grantee a sufficient length of time in advance of the actual commencement of the work. considering seasonable working conditions, to permit the Grantee to make any additions, alterations, or repairs to its facilities TREE TRIMMING

Grantor grants Grantee the right, permission and authority to trim and remove trees upon, over, across and along all of the streets, alleys, avenues bridges, public rights-of-way and public places of Grantor

STREET LIGHTING

Grantee will furnish, erect, maintain, clean, repair and operate, in accordance with the street lighting tariffs as approved from time to time by the Kansas Corporation Commission, street lights within the corporate limits of Grantor. Grantor will receive and pay for the street light service at the rates stipulated in the tariff.

Grantor may, from time to time, cause the number of street lights to be increased by making written request to Grantee, stating the number, capacity, and location desired. Such request is to be made at least ninety (90) days prior to the time such additional street lights are required by Grantor However, Grantee has the right to refuse requests for additional street lights made less than one year before expiration of this Ordinance

EXTENSION OF GRANTEE'S FACILITIES

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria, make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor; provided however, that nothing in this Ordinance shall require Grantee to install new facilities underground. In the event that Grantor shall order or request Grantee to instal facilities underground along any street, alley, avenue, bridge, public right-of-way or public place Grantee shall have the right to recover from Grantor the difference in cost between placing facilities overhead and placing new facilities underground No obligation shall extend to, or be binding upon Grantee to install new facilities underground unless Grantee is able to obtain an easement for such facilities on private property adjacent to the public right-of-way.

RELOCATION OF GRANTEE'S FACILITIES

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee, if such removal is necessary to prevent interference and is not merely for the convenience of the Grantor; provided however, that nothing in this Ordinance shall require Grantee to relocate facilities underground. In the event that Grantor shall order or request Grantee to install facilities underground along any street, alley, avenue, bridge, public right-of-way or public place, Grantee shall have the right to recover from Grantor the difference in cost between placing facilities overhead and placing facilities underground. No obligation shal extend to or be binding upon Grantee to install facilities underground unless Grantee is able to obtain an easement for such facilities on private property adjacent to the public right-of-way. lf Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference and is not merely for the convenience of the Grantor or other right-of-way user, Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment. Grantor shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. Granto shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a

HOLD HARMLESS

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in constructing, operating, and maintaining its distribution and transmission facilities or appliances; provided, however, that Grantee need not save Grantor harmless from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents

SUCCESSORS AND ASSIGNS

All rights, privileges and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors and assigns, subject to the terms, provisions and conditions herein contained, and all obligations imposed upon Grantee hereunder shall be binding upon Grantee's essees, successors and assign

NO THIRD PARTY BENEFICIARIES

This Ordinance constitutes a franchise agreement between the Grantor and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto. SEVERABILITY

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected. NON-WAIVER

Any waiver of any obligation or default under this Ordinance shall not be construed as a waiver of any future defaults, whether of like or different character.

REPEAL CONFLICTING ORDINANCES

This Ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to the franchise granted by Grantor hereunder, and the same shall supersede all prior ordinances relating thereto, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 360 of the City of Almena. Kansas. s hereby repealed as of the effective date hereof AND INTERPRETATION OF EFFECT ORDINANCE

The captions that precede each section of this Ordinance are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this

EFFECTIVE DATE AND ACCEPTANCE

This Ordinance shall become effective and be a binding contract between the Grantor and Grantee upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon Grantee's acceptance by written instrument, within sixty (60) days of passage by the Grantor and filing with the Clerk of the City of Almena, Kansas. The Clerk of the City of Almena, Kansas, shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance, either express in writing its objections to any terms or provisions contained therein, or reject this dinance in its entirety, Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions Passed and approved by the Governing Body of

the City of Almena, Kansas, this 10th day of September, 2007.

Gerald Wilson Mayor

Attest Twila Ingram Clerk of the City of Almena, Kansas