

JV wrestlers 3rd in varsity tourney

By DICK BOYD

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The Norton Community High School junior varsity wrestling team placed third in the varsity Alma Invitational Wrestling Tournament on Saturday.

All eight Blue Jay wrestlers placed in the tournament.

Kearney Catholic won the championship with 173 points, followed by Hitchcock Co. Wau-neta-Palisade, 137; Norton JV, 111.5; Eustis-Farnam, 55; Alma, 48; Wilcox-Hildreth, 40; Pleasanton, 29; Overton, 19; Loomis/Bertrand, 13.

Norton sophomore Landon "Tug" Keiswetter won the championship of the 145 pound class and was named "Junior Varsity Wrestler of the Week."

Also winning gold medals for Norton were freshman Cayleb Campbell, 152 and junior Tyler Cook, 189.

Justin Waggoner, 125 pound freshman, placed second at 125. Rylee Stanley, 140 pound sophomore and Casey Robison, 171 pound junior, each placed third.

Earning fourth place finishes were 103 pound sophomore Taylor Gordon and 135 pound freshman Trey Millan.

"It was a good start for the season with all eight of our wrestlers placing and our team finishing a respectable third," said Norton assistant coach Shane Miller.

"It was good to see "Tug", Cayleb and Tyler wrestle their way to a tournament championship. "Tug" dominated the competition with a tech fall in the semi-final round and an impressive 18-4 decision in the finals. His steady dose of takedowns and turns proved to be too much for the competition.

"Cayleb showed a lot of determination with a come-from-behind win over the No. 1 seed and fall over an opponent in the finals.

"At 189, Tyler recorded a fall in his semi-finals match and came out strong in the finals, hitting two takedowns in the first period and holding onto a 6-3 victory.

"Rylee and Casey put together a good tournament as well. Each competed stronger as the tournament went on and went 3-1 for the day."

Individual results

Taylor Gordon drew a first round bye at 103, was pinned in :23 by Bryce Foutch, Kearney Catholic, drew another bye, then was pinned in 3:16 by Lukas Cox, Alma, to place fourth.

Seventh grade boys hammer Ringnecks

Dec. 4 vs. Hill City (home)
Norton 44, Hill City 22
Scoring: Travis Cressler 18; Austin Hager 4; Koltan Harting 2; Drew Schrum 4; Tanner Furbish 4; Marc Miller 4; Trevor Lewis 8.
Rebounds: Cressler 4; Hager 2; Harting 5; Schrum 2; Furbish 3; Miller 2; Lewis 1.

Norton was 20 of 45 from the field for 44 percent and 4 of 7 from the line for 57 percent. They hauled in 19 rebounds.

Hill City was 8 of 22 from the field for 36 percent and 6 of 8 from the line for 75 percent. They brought down 16 rebounds. Norton led in steals, 12-6.

Coach Myers' comments: "We got scoring from a lot of kids. Tra- vis Cressler dumped in 18 points, despite being in fouled trouble most of the game. Trevor Lewis added 8 points off the bench that really helped.

"I think our kids keep getting better each game and I really like the effort they are giving."

The jayvee won 34-22 and have a record of 4-2.

Junior varsity in Colby Tournament

December 8
First game vs. Goodland
Norton 41, Goodland 11
Scoring: Marc Miller 11; Tanner Furbish 12; Trevor Lewis 8; Garret Otter 4; Jared Shelton 2; Andrew Smith 2; Cole Renner 2.

That win pitted Norton against host Colby in the finals. Colby prevailed 38-26.

Scoring: Miller 2; Ethan Ross 2; Furbish 6; Lewis 11; Otter 1, Cole Renner 4.

At 125, a round robin was held. Justin Waggoner placed second to M. Rogers, Kearney Catholic.

Trey Millan was pinned in 5:54 by John Leahy, Hitchcock Co., in their 135 pound opening match; pinned Amanda Tapia-Casados, UNA, in :53; pinned Garrett Kolling, Alma, in 4:13 and lost a 14-4 major decision to Leahy in their second meeting to place fourth.

At 140, Rylee Stanley pinned Michael Zern, Overton, in 1:48; was pinned in 3:50 by Scott Matson, Kearney Catholic; pinned Lukas Mills, Pleasanton, in 3:51 and pinned Anthony Donovan, UNA, in :47 to place third.

Landon Keiswetter won an 18-2 tech fall over Christian Sullivent, UNA, in 3:15, then won an 18-4 major decision over Cody Fanning, Hitchcock Co., to win the championship.

At 152, Cayleb Campbell pinned Trey Colburn, Overton, in 2:18; pinned Colten Penny, Wilcox-Hildreth, in 2:24 and pinned Myles West, Hitchcock Co., in 3:58 to win the championship.

Casey Robison pinned Colby Skelton, Hitchcock Co., in 4:36 of their 171 pound first round match. Next, Casey suffered an

18-3 tech fall to Eric Kohl, Eustis-Farnam, in 5:31. Then, Casey won a 10-1 major decision over Trevor Sparks, Kearney Catholic, and de- cisioned Vincent White, Loomis/ Bertrand, 9-6 to place third.

At 189, Tyler Cook pinned Brandon Jerred, Overton and de- cisioned Junior Miller, Pleasanton, 6-3, to win the round robin.

Next action

The Norton junior varsity will compete Friday in the Southern Valley Wrestling Invitational in Oxford, Neb. and, once again, will be wrestling against varsity teams except for the Southern Valley junior varsity.

Other teams in the tournament will be from Alma, Arapahoe, Ax- tell, Elwood, Franklin, Loomis/ Bertrand, Red Cloud/Blue Hill, Sandy Creek/Lawrence-Nelson and Wilcox/Hildreth.

The tournament will begin at 3:30 p.m. with the first session and quarter-finals. At 5 p.m., the semi-finals and wrestle backs will begin. Consolation semi-finals will begin at 6 p.m. and will be followed by the championship finals at 7 p.m.

Three team trophies will be awarded and four medals in each class.

•PUBLIC NOTICE•

RESOLUTION N. 2008-09 RESOLUTION TO APPROVE PROPOSED EXTENSION DISTRICT

Published in The Norton Telegram on Friday, December 5, and Friday, December 12, 2008.

RESOLUTION NO. 2008-09

RESOLUTION TO APPROVE PROPOSED EXTENSION DISTRICT

WHEREAS, the Board of County Commissioners of Norton County, Kansas, is authorized to approve an agreement pertaining to proposed extension districts created under K.S.A. 2-623, et. seq.; and,

WHEREAS, it is the desire of the Norton County Extension Council to join the Decatur County Extension Council in forming an extension district pursuant to K.S.A. 2-623; and,

WHEREAS, pursuant to K.S.A. 2-623 (j) prior to approving the agreement of the proposed extension district, the Board of County Commissioners of Norton County, Kansas, is required to provide certain notice.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Norton County, Kansas, that it is the intention of the Board of County Commissioners of Norton County, Kansas, to approve an agreement to permit the Norton County Extension Council to join the Decatur County Extension Council in forming an extension district pursuant to K.S.A. 2-623, et seq.; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners of Decatur County recognizes that it is possible that the Board of County Commissioners or voters in one of these other counties may disapprove that county's joining the district. It is the intention of the Board of County Commissioners of Norton County, to join with the aforementioned county.

BE IT FURTHER RESOLVED that the Extension district shall have for its sole purpose the giving of instruction and practical demonstration in agriculture, marketing, home economics (family and consumer sciences), 4-H Club and youth work, community and resource development, and economic development initiatives to all persons in the extension district and the imparting of such persons of information on the subjects through practical demonstrations, meetings, publications, or otherwise in accordance with the program and service prescribed by the governing body of the extension district; and,

BE IT FINALLY RESOLVED that if, within sixty (60) days following the last publication of this resolution, a petition in opposition to the approval of the agreement and the inclusion of Norton County in the extension district is signed by not less than five percent (5%) of the qualified electors of Norton County and is filed with the Norton County election officer, the Board of County Commissioners of Norton County, Kansas, will not approve the agreement and Norton County will not be included in the Extension district unless and until the agreement is approved by a majority of the qualified electors of Norton County voting at a primary or a general election or a special election called and held for such purpose. This resolution shall become effective the day and year below written.

ADOPTED this 1 day of December, 2008, by the Board of County Commissioners of Norton County, Kansas.

THE BOARD OF COUNTY COMMISSIONERS OF NORTON COUNTY, KANSAS

By: Richard Thompson, Chairman
By: John Miller, Vice-Chairman
By: Leroy Lang, Secretary
Vote: Yea 3
Nay 0

ATTEST:

By: Robert D. Wyatt, Norton County Clerk

•PUBLIC NOTICE•

Resolution to Levy Tax for Capital Outlay Fund

First published in The Norton Telegram on Friday, December 12, and Friday, December 19, 2008.

RESOLUTION TO LEVY TAX FOR CAPITAL OUTLAY FUND

WHEREAS, the Board of Education of Unified School District No. 213, Norton County, State of Kansas, is authorized by K.S.A. 72-8801, to make an annual tax levy at a mill rate not exceeding the statutorily-prescribed mill rate for a period of time not exceeding five years upon the taxable tangible property in the district for the purpose specified in said law; and

WHEREAS, the Board of Education has determined to exercise the authority vested in it by said law;

NOW, THEREFORE,

RESOLUTION

Be It Resolved that:

The above-named school board shall be authorized to make an annual tax levy for a period not to exceed 5 years in an amount not to exceed 4 mills upon the taxable tangible property in the school district for the purpose of acquisition, construction, reconstruction, repair, remodeling, additions to, furnishing and equipping of buildings necessary for school district purposes, including housing and boarding pupils enrolled in an area vocational school operated under the board, architectural expenses incidental thereto, the acquisition of building sites the undertaking and maintenance of asbestos control projects, the acquisition of school buses and the acquisition of other equipment and for the purpose of paying a portion of the principal and interest on bonds issued by cities under the authority of K.S.A. 12-1774, and amendments thereto, for the financing of redevelopment projects upon property located within the school district. The tax levy authorized by this Resolution may be made, unless a petition in opposition to the same, signed by not less than 10% of the qualified electors of the school district, is filed with the county election officer of the home county of the school district within 40 days after the last publication of this Resolution. In the event a petition is filed the county election officer shall submit the question of whether the tax levy shall be authorized to the electors in the school district at an election called for the purpose or at the next general election, as is specified by the Board of Education of the above school district.

CERTIFICATE

THIS IS TO CERTIFY that the above Resolution was duly adopted by the Board of Education of Unified School District No. 213, Norton County, Kansas on the 8th day of December, 2008.

Doris Marx

Clerk of the above Board of Education

•PUBLIC NOTICE•

ORDINANCE NO. 255

A CONTRACT FRANCHISE ORDINANCE GRANTED TO SOUTHWESTERN BELL TELEPHONE, L.P., A TELECOMMUNICATIONS LOCAL EXCHANGE SERVICE PROVIDER PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE CITY OF NORCATUR, KANSAS

Published in the Norton Telegram on Friday, December 12, 2008

(17)

ORDINANCE NO. 255

A CONTRACT FRANCHISE ORDINANCE GRANTED TO SOUTHWESTERN BELL TELEPHONE, L.P., A TELECOMMUNICATIONS LOCAL EXCHANGE SERVICE PROVIDER PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE CITY OF NORCATUR, KANSAS.

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

SECTION 1. Pursuant to K.S.A. 2006 Supp. 12-2001, a contract franchise ordinance is hereby granted to Southwestern Bell Telephone L.P. d/b/a AT&T Kansas ("AT&T Kansas"), a telecommunications local exchange service provider providing local exchange service within the City of Norcatur, Kansas ("City"), subject to the provisions contained hereafter. The initial term of this contract franchise ordinance shall be for a period of two (2) years beginning February 1, 2009, and ending February 1, 2011. Thereafter, this contract franchise ordinance will automatically renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate the contract franchise ordinance at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this contract franchise ordinance and not as a new contract franchise ordinance or amendment. Pursuant to K.S.A. 2006 Supp. 12-2001(b)(2) under no circumstances shall this contract franchise ordinance exceed twenty (20) years from the effective date of the contract franchise ordinance. Compensation for said contract franchise ordinance shall be established pursuant to Section 3 of this ordinance.

SECTION 2. For the purpose of this contract franchise ordinance, the following words and phrases and their derivations shall have the following meaning:

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

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

"Access line fee" means a fee determined by a city, up to a maximum as set out in K.S.A. 2006 Supp. 12-2001 and amendments thereto, to be used by a telecommunications local exchange service provider in calculating the amount of access line remittance.

"Access line remittance" means the amount to be paid by a telecommunications local exchange service provider to a city, the total of which is calculated by multiplying the access line fee, as determined in the city, by the number of access lines served by that telecommunications local exchange service provider within that city for each month in that calendar quarter.

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

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

"Telecommunications local exchange service provider" means a local exchange carrier as defined in subsection (h) of K.S.A. 66-1.187, and amendments thereto, and a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1.187, and amendments thereto, which does, or in good faith intends to, provide local exchange service. The term telecommunications local exchange service provider does not include an interexchange carrier that does not provide local exchange service, competitive access provider that does not provide local exchange service or any wireless telecommunications local exchange service provider.

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

SECTION 3. Compensation made pursuant to this contract franchise ordinance shall be paid on a quarterly basis without invoice or reminder from the City and paid not later than forty-five (45) days after the end of the remittal period. For the first year of this contract franchise ordinance, said compensation shall be a sum equal to \$.75 per access line. Thereafter, compensation for each calendar year of the remaining term of the contract franchise ordinance shall continue to be based on a sum equal to \$.75 per access line; unless the City notifies AT&T Kansas prior to ninety days (90) before the end of the calendar year that it intends to increase or decrease the percentage of gross receipts for the following calendar year or that it intends to switch to an access line fee for the following calendar year. In the event City elects compensation based on an access line fee, nothing herein precludes City from switching back to a gross receipts fee provided City notifies AT&T Kansas prior to ninety days (90) before the end of the calendar year that it intends to elect a gross receipts fee for the following calendar year. Any increased access line fee or gross receipt fee shall be in compliance with the public notification procedures set forth in subsections (l) and (m) K.S.A. 2006 Supp. 12-2001.

SECTION 4: The City shall have the right to examine, upon

written notice to the telecommunications local exchange service provider, no more than once per calendar year, those records necessary to verify the correctness of the compensation paid pursuant to this contract franchise ordinance. If the gross receipts fee is determined to be erroneous, AT&T Kansas shall revise the gross receipts fee accordingly and make payment upon such corrected gross receipts fee.

SECTION 5. As a condition of this contract franchise ordinance, AT&T Kansas is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (FCC) or the Kansas Corporation Commission (KCC), subject to AT&T Kansas' right to challenge in good faith such requirements as established by the FCC, KCC or other City Ordinance. AT&T Kansas shall also comply with all applicable laws, statutes and/or ordinances, subject to AT&T Kansas' right to challenge in good faith such laws, statutes and/or ordinances.

SECTION 6: Nothing herein contained shall be construed as giving AT&T Kansas any exclusive privileges, nor shall it affect any prior or existing rights of AT&T Kansas to maintain a telecommunications system within the City.

SECTION 7: AT&T Kansas shall collect and remit compensation as described in Section 3 on those access lines that have been resold to another telecommunications local exchange service provider.

SECTION 8: The City agrees to provide AT&T Kansas with notification in the event that it annexes property into the corporate boundaries of the City that would require AT&T Kansas to collect and pay a franchise fee on access lines or gross receipts which prior to the annexation of the property AT&T Kansas was not required to pay a franchise fee. The City agrees to provide AT&T Kansas with notification in the event the City renumbers or renames any streets that would require AT&T Kansas to collect and pay a franchise fee on access lines or gross receipts which prior to the renumbering or renaming of the streets AT&T Kansas would not have been required to pay a franchise fee. The City agrees that in the event the City does not provide AT&T Kansas with notice of an annexation or renumbering and/or renaming of the streets, AT&T Kansas is not liable to the City for payment of franchise fees on the annexation or renumbered and/or renamed streets prior to the City providing notice to AT&T Kansas of such.

SECTION 9: The City agrees that pursuant to K.S.A. 2006 Supp. 12-2001(j)(1) and (2) that the franchise fee imposed under this contract franchise ordinance must be assessed in a competitively neutral manner, may not unduly impair competition, must be nondiscriminatory and must comply with state and federal law.

SECTION 10: Any required or permitted notice under this contract franchise ordinance shall be in writing. Notice upon the City shall be delivered to the city clerk by first class United States mail or by personal delivery. Notice upon AT&T Kansas shall be delivered by first class United States mail or by personal delivery to:

Southwestern Bell Telephone L.P.
Cindy Zapletal
Director-External Affairs
640 Fairchild Avenue, First Floor
Manhattan, Kansas 66502

SECTION 11: Failure to Enforce. The failure of either party to enforce and remedy any noncompliance of the terms and conditions of this contract franchise ordinance shall not constitute a waiver of rights nor a waiver of the other party's obligations as provided herein.

SECTION 12: Force Majeure. Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond AT&T Kansas' or the City's control.

SECTION 13: AT&T Kansas has entered into this contract franchise ordinance as required by the City and K.S.A. 2006 Supp. 12-2001. If any clause, sentence, section, or provision of K.S.A. 2006 Supp. 12-2001, and amendments thereto, shall be held to be invalid by a court of competent jurisdiction, either the City or AT&T Kansas may elect to terminate the entire contract franchise ordinance. In the event a court of competent jurisdiction invalidates K.S.A. 2006 Supp. 12-2001, and amendments thereto, if AT&T Kansas is required by law to enter into a contract franchise ordinance with the City, the parties agree to act in good faith in promptly negotiating a new contract franchise ordinance.

SECTION 14: In entering into this contract franchise ordinance, neither the City's nor AT&T Kansas present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the contract franchise ordinance, neither the City nor AT&T Kansas waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or AT&T Kansas may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of this contract franchise ordinance or any present or future laws, ordinances, and/or rulings which may be the basis for the City and AT&T Kansas entering into this contract franchise ordinance.

SECTION 15: The parties agree that in the event of a breach of this contract franchise ordinance by either party, the non breaching party has the right to terminate the contract franchise ordinance. Prior to terminating the contract franchise ordinance, the non breaching party shall first serve a written notice upon the breaching party, setting forth in detail the nature of the breach, and the breaching party shall have thirty (30) days thereafter in which to cure the breach. If at the end of such thirty (30) day period the non breaching party deems that the breach has not been cured, the non breaching party may take action to terminate this contract franchise ordinance.

SECTION 16: This contract franchise ordinance is made under and in conformity with the laws of the State of Kansas. No such contract franchise ordinance shall be effective until the ordinance granting the same has been adopted as provided by law.

Passed by the Council the 17th day of November, 2008.

Approved by the Mayor the 17th day of November, 2008.

(SEAL) Michael Helm, Mayor

ATTEST: APPROVED AS TO FORM:

Chris Dempewolf

City Clerk

City Attorney