

# NORCATUR NEWS

Bee Nelson, accompanied by Dorothy Ward and Margaret "Toots" Magers, attended the Katrina Wentz and David Edger-ton wedding at the Wentz country residence on June 5. It was a beautiful late afternoon service and the weather cooperated with the festivities. The reception and dance followed at the Norcatatur School building.

On May 20, Bob and Anita Montgomery and Renee Harman, Oberlin, went to Bartley, Neb., to help their great-grandson and great-nephew, Karsen Shuler, celebrate his second birthday.

Scott Harman has been doing some rodeos, some fair and some not so good. He has opened a boot and shoe repair shop in Norton. Bob and Anita Montgomery and Ron and Gina Montgomery attended several graduation parties in Oberlin after graduation May 22. Ron and Gina Montgomery attended their nephew's graduation in Atwood May 23.

Donna and Dean Knutson, Council Bluffs, Iowa, and David Knutson, Omaha, were guests of Bob and Anita Montgomery, Oberlin, over the Memorial weekend. They all attended the Alumni Banquet and the cemetery services. They were all guests of Bill and Dorothy Woods, Oberlin, Sunday night for a barbecue. Barbara Brooks and Renee Harman were also there. Ron and Gina Montgomery, Jennings, attended Gina's 30th Alumni reunion in Atwood May 29.

Rusty Montgomery attended all of his 30th Alumni reunion activities in Oberlin, May 28 and 29. He was in Wichita for races on Memorial Day. Bob and Anita Montgomery, Oberlin, had a brunch May 29, for their classmates of '51 and '52. Those attending were Rodney and Margaret New, McPherson; Gary and Annette Miller, Oberlin; Phillene and Jim Weets, Rapid City, S.D.; and Dixie and Pete Peters, Wheatridge, Colo.

Wava Reames spent Tuesday of

last week at the park in McCook, feeding the baby geese. They ate her old bread right from her hand. Frank Ward visited her on Sunday.

Senior Citizens met June 4 with 13 players. Winners were Margaret "Toots" Magers, Jackie Porter and Paul Welch. The next meeting will be Friday. Results of the pool tournament at the Cardinal Bar and Grill on Wednesday, were Stan Miller, first, and Von Johnson, second. Minh and Wanda Nguyen, Lone Tree, Colo., visited Betty Reid in Norton from May 27 to May 31. They also visited Lula Hix, Larry Hix, Linda Young, Ed and Lynn Wedow, and Arlene Hix. Saturday evening Minh and Wanda attended the Norcatatur High School Alumni Banquet. On Sunday Betty, Minh and Wanda had lunch at the Norcatatur Cafe, attended the Memorial services at the Norcatatur Cemetery and stopped at the Educational Building to visit. Thanks to all the volunteers and everyone who helped make the weekend special.

Memorial week was busy and enjoyable for Virgil and Joyce Price. On Tuesday, Bob and Lea Price, Mission, Texas, came in their RV and stayed until June 2. On Thursday, Keith and Linda

Jurey, Albuquerque, N.M., and Richard Jurey, Edmond, Okla., arrived. They all came especially for the Norcatatur Alumni and Memorial services. On Sunday Joyce's brother, Max Thielbar, Lincoln, Neb., was here for lunch and a short visit. On June 5, they went to McCook, to visit Doris Klingensmith. On June 6, they met Bob and Lea at Oakley, for lunch.

Jeff Magers, Cedar Bluffs, took his folks, Rea and Dee, to their Aunt Lorraine Long's family reunion at Webster Reservoir, east of Hill City, on Saturday. There were about 65 Long family members there. Father Joe Scheetz had Mass services in the family tent at 4 p.m.

## Museum Tid-Bits

Thanks to Keith Anthony for the 90th anniversary Lyle Methodist Church book.

Thanks to Linda Bolliger Broyles for all the items that she donated. Some of the items were old school books, Norcatatur High School letters, Norcatatur High school yearbooks, The Cardinal newsletter, Norcatatur News from 1990-2009, school term papers and much more.

Thanks to Iva Lee Wilson for the windmill string art picture.

## •PUBLIC NOTICE•

### IN THE MATTER OF THE ESTATE OF WESLEY E. FRIDAY

Published in The Norton Telegram on Friday, June 25, July 2, 9, 2010 (3T)

**IN THE DISTRICT COURT OF NORTON COUNTY, KANSAS**  
In the Matter of the Estate of WESLEY E. FRIDAY, deceased  
Case No. 2009 PR 18  
**NOTICE OF HEARING**  
THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are hereby notified that a Petition has been filed in this Court by Chad E. Snyder, duly appointed, qualified and acting Executor of the Estate of Wesley E. Friday, deceased, praying that his acts be approved; that his accounts be settled and allowed; that the heirs be determined; that the Will be construed and the Estate be assigned to the persons entitled thereto; that fees and expenses be allowed; that the costs be

determined and ordered paid; that the administration of the Estate be closed; and that the Executor be discharged and that he be released from further liability.

You are required to file your written defenses thereto on or before the 23rd day of July, 2010, at 9:30 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 the Petition.

CHAD E. SNYDER, EXECUTOR  
S. Scott Sage #14529  
SAGE & SAGE LAW OFFICES  
620 Third Street  
P.O. Box 243  
Phillipsburg, Kansas 67661  
(785) 543-2022  
Attorney for Executor

## •PUBLIC NOTICE•

### NORTH CENTRAL KANSAS SPECIAL EDUCATION COOPERATIVE

Published in The Norton Telegram on Friday, June 25, 2010 (1T)

#### SPECIAL EDUCATION CHILD FIND

This school district and the North Central Kansas Special Education Cooperative (NCKSEC) work together to identify every student, age birth through 21, living within the district boundaries, that has developmental delays or may be in need of special education. If you have a child or know of a child who you think has development delays or special needs, contact the administrator in your district or Chris Hipp, Director for the NCKSEC at 205 F St. Suite 235; PO Box 369; Phillipsburg, KS 67661 (785-543-2149).

Areas of special education include: birth through age two (infant-toddler), early childhood - disability, developmentally delayed visual impairments including blindness, hearing impairments including deafness, deaf-blindness autism, traumatic brain injury, emotional disturbance, specific learning disabilities, mental retardation, multiple disabilities, orthopedic impairments, other health impairments, speech or language impairments, and gifted.

Parents are advised that all special education services are designed to offer the utmost in educational opportunities for each qualifying student, as well as to provide assistance and support in the areas of physical, mental, emotional, and social growth. State and federal laws are followed in providing each student with a free appropriate public education in the least restrictive environment. If you have a child or know of a child who may need special education services please notify the school district or the NCKSEC.

#### NOTIFICATION OF RIGHTS UNDER FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

- (1) The right to inspect and review the student's education records within 45 days of the day the School receives a request for access.
- (2) The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate.
- (3) Parents or eligible students may ask the School to amend a record that they believe is inaccurate. They should write the School principal (or appropriate

school official), clearly identify the part of the record they want changed, and specify why it is inaccurate. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

(3). The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent the FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll.

(4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School District to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are: Family Policy Compliance Office; U.S. Department of Education; 400 Maryland Avenue, SW; Washington, DC 20202-590

#### DISCLOSURE OF DIRECTORY INFORMATION UNDER FERPA

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. If you do not want your student's directory information released, please notify your local school district office of your desire to "opt out".

Superintendent - Greg Mann, USD 211 - Norton Community Schools  
Superintendent - George W. Griffith, USD 212 - Northern Valley Schools

## •PUBLIC NOTICE•

### ORDINANCE NO. 262

Published in the Norton Telegram on Friday, June 25 and Friday, July 2, 2010

2(T)

#### ORDINANCE NO. 262

AN ORDINANCE GRANTING NEX-TECH, INC., A KANSAS CORPORATION, ITS PARENT COMPANY (RURAL TELEPHONE SERVICE COMPANY, INC., A KANSAS CORPORATION), SUCCESSORS, TRANSFEREES AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO ERECT, MAINTAIN AND OPERATE A TELECOMMUNICATIONS SYSTEM WITHIN THE CITY LIMITS OF NORCATATUR, KANSAS, PRESCRIBING THE TERMS AND CONDITIONS THEREOF AND PROVIDING FOR PAYMENTS TO BE MADE TO THE CITY OF NORCATATUR, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF NORCATATUR, DECATUR COUNTY, KANSAS:

#### ARTICLE 1 DEFINITIONS

For the purpose of granting this Franchise, the following terms shall have the meaning as described herein:

- 1.1. City. "City" shall mean the City of Norcatatur, Kansas, and shall include, when appropriate, the context of the territorial boundaries of the city limits of Norcatatur, Kansas, as they now or shall hereafter exist.
- 1.2. City Council. "City Council" shall mean the present governing body of the City or any successor to the legislative powers of the present City Council.
- 1.3. Franchise. "Franchise" shall mean the permission, license or authority given hereunder to conduct and operate a telecommunications system in the City, pursuant to this Ordinance passed by the City Council.
- 1.4. Grantee. "Grantee" shall mean Nex-Tech, its parent company (Rural Telephone Service Company, Inc.), subsidiaries, successors, transferees or assigns of the Franchise granted herein.
- 1.5. Franchise Revenue. "Franchise Revenue" shall mean a flat monthly fee or a percentage of annual Franchise Revenue received by Grantee for basic service rates collected from subscribers of Grantee's local telephone service; provided, however, that such phrase shall not include: (i) revenues received from any advertising carried on the telecommunications system; (ii) revenues from optional calling features; (iii) any taxes imposed directly or indirectly on any subscriber by any governmental unit or agency, and collected by Grantee on behalf of such governmental unit or agency; (iv) any revenues derived from installation charges; or (v) revenues derived from Internet access.
- 1.6. Street. "Street" shall mean the surface of, and the space above and below, any public street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, drive or other easement now or hereafter held by the City for the purpose of public travel. It shall also include such other easements or right-of-ways as shall be now or hereafter held by the City, and which shall within their proper use and meaning entitle the City and Grantee to install or transmit telecommunications transmissions over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a Telecommunications System.
- 1.7. Property of Grantee. "Property of Grantee" shall mean all property owned and installed or used by Grantee in the conduct of its telecommunications business in the City and under the authority of the Franchise granted herein.
- 1.8. Telecommunications System. "Telecommunications System" shall mean all equipment used to transport voice communications.
- 1.9. Subscriber. "Subscriber" shall mean any person or entity receiving, for any purpose, one or more of the services offered within Grantee's Telecommunications System.
- 1.10. Person. "Person" shall mean any individual or association of individuals, or any firm, corporation or other business entity.
- 1.11. Telecommunications Facilities. "Telecommunications Facilities" shall mean property of the Grantee used in operation of the Telecommunications System.

#### ARTICLE 2 GRANT OF FRANCHISE

2.1. General Grant. The City hereby grants to Grantee the right and privilege to construct, erect, operate and maintain a Telecommunications System within the City and, in so doing, to use the Streets of the City by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, under, upon or across any such Street, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be necessary and pertinent to a Telecommunications System within the City.

2.2. Non-Exclusivity. The authority given to Grantee in Section 2.1 is not and shall not be deemed to be an exclusive right or permission. The City expressly reserves the right to grant similar non-exclusive franchises to other Persons and allow them to use the Streets of the City within the same or other areas of the City as Grantee at any time; provided, however, that such other franchises do not interfere or create interference with Grantee's Telecommunications System already established and said other franchisees shall not be extended preferential treatment over Grantee.

2.3. Notice Concerning Complaints. Notice of the procedures for reporting and resolving complaints shall be given to each Subscriber at the time of the initial subscription to the Telecommunications System.

2.4. Modifications. Any modification of the provisions of the federal franchise standards resulting from an amendment of the standards by the Federal Communications Commission must be incorporated into this Franchise within one (1) year of the adoption of the modification, or at the time of renewal, whichever occurs first. It shall also be the policy of the City to amend this Franchise, upon application of Grantee, when necessary, to enable Grantee to take advantage of any developments in the telecommunications field which would afford Grantee an opportunity to more effectively, efficiently or economically serve its Subscribers, and to enable Grantee to conform to the Rules and Regulations of the Kansas Corporation Commission and the Federal Communications Commission as they may be amended from time to time.

#### ARTICLE 3 TERM

The initial term of this Ordinance shall be for a period of ten (10) years and shall automatically renew for successive five (5) year terms unless written notice of intent to terminate is given by either the City or Grantee, to the other, at least one (1) year prior to expiration of the then current term.

#### ARTICLE 4 FORFEITURE

In addition to all other rights and powers reserved or pertaining to the City, the City reserves as an additional, separate and distinct remedy the right to revoke this Franchise and all rights and privileges of the Grantee hereunder for any of the following reasons:

- a. Grantee fails, after thirty (30) days prior written notice, to comply with any of the provisions of this Ordinance granting this Franchise or has, by act or omission, violated any term or condition thereof;
- b. Any provision of this Ordinance is adjudged by a court of law as invalid or unenforceable, and the City Council finds that such provision constitutes a consideration material to the continuance of the Franchise granted herein;
- c. Grantee becomes insolvent, unable or unwilling to pay its debts or is adjudged bankrupt;
- d. Grantee attempts to or does practice any fraud or deceit in its conduct or relations with the City or its Subscribers under this Franchise; or
- e. The City condemns all Property of Grantee within the City by lawful exercise of eminent domain.

#### ARTICLE 5 ORDINANCE OF REVOCATION

No revocation provided for in Article 4, except for reasons of condemnation as described in Article 4(e), shall be effective unless or until the City Council provides written notice to Grantee, and Grantee is given at least thirty (30) days to cure any alleged breach of Article 4 herein. If, upon expiration of the time to cure, City Council believes Grantee has failed to cure, the City Council must adopt an Ordinance setting forth the cause and reason for the revocation and the effective date thereof in order to effectuate any revocation. Such Ordinance shall not be adopted without thirty (30) days prior written notice thereof to Grantee along with an opportunity for Grantee to be heard on the proposed adoption of said proposed Ordinance. If the revocation as proposed in said Ordinance depends upon a finding of fact, such finding of fact must be made by the City Council after a conclusive hearing is provided, if requested by Grantee.

#### ARTICLE 6 COMPENSATION

In consideration of granting this Franchise to Grantee, Grantee shall pay the City, in arrears, an amount equal to \$0.75 per access line from the operation of the business in said City. This fee will be collected as a "pass-through" from the Subscribers. Such payment shall be made by Grantee to the City in one (1) payment annually, on or before the first (1st) day of February, for the duration of this Ordinance. The City agrees to accept this sum as full and fair compensation.

#### ARTICLE 7 INDEMNIFICATION

Grantee shall, concurrently with the filing of the acceptance of this Franchise, furnish to the City and file with the City Clerk proof of a liability insurance policy in the amount of One Million Dollars (\$1,000,000) with a company approved by the City and in a form satisfactory to the City Attorney. Such policy shall indemnify and defend the City, its officers, councils, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits and proceedings by others, against all liabilities to others and against any loss, costs, expenses or damages resulting there from or arising out of the exercise or enjoyment of this Franchise.

#### ARTICLE 8 USE AND INSTALLATION

8.1. Degree of Care. Grantee or any Persons erecting, constructing or maintaining any of the Property of Grantee shall, at all times, employ due care or the highest degree of care required by law under the facts and circumstances and shall maintain and install the Property of Grantee in accordance with commonly accepted methods and principals so as to prevent failures and accidents likely to damage, injure or create a public nuisance.

8.2. Location of Facility. All Telecommunications Facilities shall be located so as to cause minimum interference with the proper use of Streets and the rights and reasonable convenience of property owners abutting the Streets. In no event shall such Telecommunications Facilities be located so as to substantially interfere with the usual public travel on any Street within the City.

8.3. Damage to Public Property. Whenever Grantee or any person on its behalf causes any injuries or damage to any public property or Street by or because of the installation, maintenance or operation of the Telecommunications Facilities, such injury or damage shall be immediately remedied in such fashion as directed by the City Superintendent at Grantee's expense.

8.4. Tree Trimming. Grantee shall have authority to trim trees upon and over the Streets of the City so as to prevent the branches of such trees from coming in contact with wires, cables and other Telecommunications Facilities. All trimming shall be done under the supervision of the City Superintendent at Grantee's expense.

8.5. Facilities Upgrades/Changes. Grantee shall exercise its right to place, remove, construct and reconstruct, extend and maintain its plant and appurtenances as the business, and purposes for which, may from time to time require along, across, on, over, through, above and under any public right-of-ways including, but not limited to, Streets, avenues, alleys, bridges and the public grounds and places within the limits of the City at Grantee's expense.

#### ARTICLE 9 REMOVAL AND ABANDONMENT OF PROPERTY

If this Franchise is terminated or revoked, Grantee shall remove from the Streets all of its Telecommunications Facilities other than those which the City may permit to be abandoned in place. In the event of such removal, Grantee shall return the Street to similar condition as it was in before the Telecommunications Facilities were placed.

#### ARTICLE 10 OPERATION AND MAINTENANCE

Grantee shall have the authority to promulgate such rules, regulations, terms and conditions of its business as shall be reasonably necessary to enable Grantee to exercise its rights and perform its services under this Franchise and to assure an uninterrupted service to all of its customers. Grantee shall render efficient service, make repairs promptly and only interrupt service for good cause for the shortest time possible. In order to limit failure and malfunctions of the Telecommunications System and to enable prompt correction at all times after notice of malfunction or failure, Grantee shall consistently maintain a listed telephone, which shall be operated to receive complaints, requests for repairs or adjustments because of malfunctions at any time of day Sunday through Saturday, including holidays.

Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary action shall be paid by the person requesting the same, and Grantee shall have the authority to require advance payment. Grantee shall be given no less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

#### ARTICLE 11 COMPLIANCE WITH THE LAW

Grantee shall, at all times during the term of this Franchise, be subject to all lawful exercises of the police power of the City and to such reasonable regulations as the City shall prescribe for the general conduct of persons providing telecommunications service within the City.

#### ARTICLE 12 SALE OR LEASE OF FRANCHISE

This Franchise shall be deemed a privilege to be held in personal trust by Grantee. It may not be sold, transferred, leased, assigned or disposed of in whole or in part, either by force of voluntary sale, consolidation or otherwise, without prior notification to the City Council.

#### ARTICLE 13 GRANTEE WITHOUT RECOURSE

Grantee shall have no recourse whatsoever against the City for any loss, cost, expense or damage arising out of any of the provisions or requirements of this Franchise or because of the enforcement thereof by the City, nor for the failure of the City to have the authority to grant all or any part of the Franchise.

#### ARTICLE 14 GRANTEE'S RATES AND REGULATIONS

Grantee shall have the right and power to fix, charge, collect and receive reasonable rates for the services it provides through its Telecommunications System; provided, that such rates shall not be established on a discriminatory basis.

#### ARTICLE 15 NOTICES

Whenever, under the terms of this Franchise, either party shall be required or permitted to give notice to the other, such notice shall be made in writing, and delivered by certified mail, postage prepaid, return receipt requested, as follows:

If to the City:  
City Clerk  
PO Box 89  
Norcatatur, KS 67653

If to Grantee:  
CEO/General Manager  
145 N. Main  
Lenora, KS 67645

#### ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1. Supersedes Prior Ordinances. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed as of the Effective Date of this Ordinance. This Ordinance specifically supersedes the previously adopted Ordinances.

16.2. Binding Effect. All provisions of this Ordinance shall be binding upon Grantee and all its subsidiaries, successors, transferees and assigns, whether expressly stated herein or not.

16.3. Final Approval. This Ordinance shall be read in full at three regular meetings of the City Council. Immediately after the final passage, it shall be published in the official City newspaper once a week for two (2) consecutive weeks.

16.4. Costs. Grantee shall assume the cost of publication of this Ordinance. Grantee shall reimburse the City for these costs upon presentation of the publication costs.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORCATATUR, KANSAS, ON THIS 21ST DAY OF JUNE, 2010.  
EFFECTIVE DATE: June 21st, 2010

CITY OF NORCATATUR, KANSAS

By: Carl Lyon  
Mayor

ATTEST:  
Chris Dempewolf  
City Clerk