

NORCATUR NEWS

Guests of Beth Sebaugh over the Memorial Day and the Norcat Alumni Banquet were Maria Applegate, Columbus, Neb.; Allen and Roberta Kintigh, Houston, Texas; and Jim and Tammy Bunney, Garden City. The services were just great! Thank you to the committee members of the day! Beth graduated in 1939; Allen in 1942 and Tamara in 1965.

Dennis Molzahn of Independence, Mo., and Beth Johnson attended the memorial service for Don Claussen in Oberlin on June 12.

Mr. and Mrs. Stan Miller drove to Russell on June 12, and met Mr. and Mrs. Curt DeDonder and Sophia for lunch and then Sophia came home with her grandparents to spend a week on the farm while her parents made a trip to Chicago.

Doyle and Pat Magers, Willard, Ohio, a nephew of Rea Magers, visited Rea and Dee on Thursday. Later in the day, Margaret "Toots" Magers, Janie Englehardt, Norton, and Charlie and Judy Easton, Quinter, came for a barbecue. On Saturday, Doyle and Pat, Jeff Magers and Joy Luoto, Cedar Bluffs, came over to visit, and enjoyed the comings and goings of friends at the city-wide garage sale. On Sunday, the Ohio Magers went to church with Rea and Dee, and then met with the Eastons and Janie for lunch at the Town and Country Café in Norton. Later, they went to Janie's and enjoyed more visiting. Doyle and Pat headed home on Monday.

Happy birthday and anniversary to Dean and Arlene Thornton, June 16; Bob Shick, June 17; Keith Ward, June 20; and Bev Miller DeLano, June 21.

Results of the pool tournament at the Cardinal Bar and Grill on June 9, were Stan Miller, first; Dave Stapp, second; and Larry Lively, third.

Marjorie (Green) Toll's daughter Smudge and grandchildren, Justin, Tasha and Angie were in Norcat Saturday, June 12.

The Elden Auker City Park has had a lot of maintenance done in the past year, including brick repairs, power raking/reseeding, sand for play area, etc. The park still needs to have another sprinkler zone installed, fertilize and winterize the grass, spray the

weeds and will need to reseed the park again in the fall. Globe covers for the lights and some plexiglass for the donation sign will also be needed. Donations to the park have helped pay for the maintenance and will continue to do so. They can be sent to Elden Auker Park Fund, P.O. Box 89, Norcat, Kan. 67653.

The Leichlites had a busy Memorial Day weekend with lots of family, plus all the work for the Alumni Banquet. On Thursday, Jake, Kathryn, Nathan, and James Leichliter arrived from Colorado Springs, Colo.

On Friday, Stacey Leichliter, Woodland Park, Colo.; Vene and Phyllis Leichliter, Denver; Steve and Debbie Obrecht, Pueblo, Colo.; Terry and Darcy Robbins, Parker, Colo.; and Kyle, Kathleen, Maverick, Mercy and Martial Obrecht, Lakewood, Colo. came. On Saturday, they decorated 32 graves at Jennings, Clayton and Norcat. Some went to the Norcat School in the afternoon.

Vene, Phyllis, Denny, Steve, Debbie, Terry and Darcy attended the Alumni Banquet. Sunday they went to church with Denny, then the Eldon Auker Park, and lunch at the Cardinal. All attended the ceremony at the Norcat Cemetery and enjoyed the speech by Capt. Jake Leichliter. Priscilla Lawn Duncan joined them the afternoon, supper and game night. All left on Monday.

The classes of 1963, '64, '65 and '66 had a wonderful evening reminiscing at the Cardinal Bar and Grill for the Alumni Banquet. Some teachers attending from that era were Mrs. Violet (Ralph) Shaw, Mr. Ronald (Jerry) Temple, Mr. and Mrs. Virgil Price and Mrs. Helen Helm.

Those attending with dinner reservations were: Class of '63; Gale Schulze, Grank Brooks and Michael Higgins; class of '64; Dick Higgins (Dorothy); Class of '66: Linda (Carter) Seabolt, Carl Seabolt; and Lonni (Cook) Wentz; and from the hosting Class of '65: Linda (Bolliger) Broyles and Jackie; Bill Hix, Sharon (Jackson) Schulze, Butch (Barbara) Marvin, Nancy (Miller) Schmidt and Gary; Mary Carol (O'Hare) Morse and Jack; Linda (Price) Jurey and Keith; Tammy

(Sebaugh) Bunney and Jim; Wava (Ward) Reames, Carl Wentz and Mary Helm. States represented by attendance were Kansas, Nebraska, Idaho, Arizona, New Mexico, Colorado and South Dakota. Obviously, Norcat and the memories of our early years are very important to those who would travel so far for this one weekend in five years.

Coming in to visit later were Janice (Sebaugh) O'Hare, Linda (Sebaugh) Hunt and Marty Jo (Scrivner).

The groups paused a few moments to acknowledge the absence of Mr. and Mrs. Oran Milner and in their honor, passed a hat for donations. Sharon (Jackson) and siblings, Carol and Terry delivered flowers to Mr. Milner in the hospital the next morning and a donation in their name was made from the balance to the High School Preservation Fund.

Patty and Sam Stapp went to Wichita over the weekend to attend the Dempewolf family reunion. They met Marian Dempewolf, Linda and Dave Schliep, Spencer and Addison, Kortney and Jerrod Poiré to go shopping and have supper on Friday evening. On Saturday the group went to the zoo and then attended the reunion. There was family attending from Kansas, Nebraska, Texas, Colorado and California. Dave Stapp was unable to go since he was a pall bearer at Don Claussen's funeral.

Wava Reames and her father, Frank Ward, visited Oberlin's new Golden Age Center where they sat with other Norcaturites to have their toenails done.

Judy Rogers-Menges, Colby, attended the Norcat School reunion and Memorial Day services at the cemetery on Sunday. Relatives also attending were Eddie and FuSing Temple, Darien, Ill.; Archie and Doris Temple, San Antonio; and Connie Menges-Lewis, Olathe. Judy and Connie spent Saturday night with Vi and Veryl Van Der Wege at Norton. Darren and Janel Andrews, Colby, also visited her Grandma Vi on Sunday.

Judy Menges recently visited Idah Gallentine-Hoover at the Andbe Home in Norton and Marie McChesney at the Good Samaritan Center.

LYLE NEWS

Delphia Blees Whale called Margaret "Toots" Magers to ask about many people with whom she was acquainted when she lived west of Lyle. There are not many left.

Earnest Huff was unable to have the surgery that was planned for last week, but remains in the hospital in McCook.

On Wednesday, Larry Vernon and his sister, Connie Boyer, visited me and we compared family tree information. They brought their computer and scanner; showed me pictures I had never seen and put in pictures and information about our family that they didn't have. The next day Sheryl Patterson joined the group and we went to Margie

Applegate's in Norton for more pictures, etc. Next we went to Dairy Queen for "Blizzards," and then to the Andbe Home, where we visited Aunt Alta and Bob Shick. We peeked into Oran Milner's room, but since he was sleeping, we didn't go in. Alta was absorbed in reading the Lyle News in the Norcat paper, and was surprised when they made themselves known. On Friday morning, the "kids" went back to Denver. They are the son and daughter of Leland and Twila Vernon. Twila is doing much better but not quite well enough to come back at this time.

June Jolly had an unusual experience at the Norcat memorial service on Sunday. Her son, Car-

ol, noticed that the high wind had blown a flag loose from its anchor, so he and June went to fix it. When the job was done, she looked to see whose flag it was, and it was her late husband, Carl Jolly's. That gives a person a start.

Gary Anthony had an appointment with his doctor in Hays on Monday.

Toots Magers attended the beautiful wedding and reception for Katrina Wentz at the Wentz home on Saturday evening.

"Toots" Magers phone was out for a while on Monday morning. She would really like to stop having phone troubles as her lifeline doesn't work without it, and who knows when a person might need it.

Brian Bozarth, Braddix, Brayli and Brenna of Hays.

We wish to thank everyone who came to help us celebrate these occasions for you all helped make our day special.

Sharon Bennett spent Coffee Hour with the residents at the Manor on June 8. I really enjoyed chatting with the residents. I've been and am still in the hospital for two and a half months.

Mary Keith had Mr. and Mrs. Ed Keith for Sunday dinner.

Roberta McAllister called on her Mother Doris Mizell Wednesday afternoon.

Clara Shewey and Rosie Lentz left and went to Topeka Memorial Weekend. Those they visited with were Mr. and Mrs. Larry Jellison, Gerald Shewey, Renee Shewey and Dennis and children, Helen Shewey and Charlie Lincoln.

Mary Keith spent Friday afternoon with Mary Schoen in the hospital. She was able to go home Monday.

Last week visitors of Doris Mizell were Roberta McAllister,

Clayton; Carolyn Linsenmeyer, Beatrice, Neb.; Patty Foster, Jennings; and Lester Mizell. Carolyn and Lester had returned from their trip to Oregon, Idaho and Colorado. On Monday evening Carolyn, Lester and Doris had supper at Adventures with the Ray Mizell Family.

For help with your advertising needs please give Dana a call 877-3361

•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 NORCATUR, KANSAS, PRESCRIBING THE TERMS AND CONDITIONS THEREOF AND PROVIDING FOR PAYMENTS TO BE MADE TO THE CITY OF NORCATUR, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF NORCATUR, 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 Norcat, Kansas, and shall include, when appropriate, the context of the territorial boundaries of the city limits of Norcat, 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
Norcat, 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 Norcat, Kansas, on this 21st day of June, 2010.
EFFECTIVE DATE: June 21st, 2010

CITY OF NORCATUR, KANSAS

By: Carl Lyon
Mayor

ATTEST:
Chris Dempewolf
City Clerk

NORTON MANOR NEWS

By DORIS MIZELL

Bozie and Doloris Bozarth celebrated their 60th wedding anniversary on May 30, with all their children and grandchildren attending except granddaughter Hayli Bozarth, who is still in Ames, Iowa competing in track events and granddaughter Cynthia Anderson and family of Norton. A dinner was prepared and served for the family and an open house honoring their wedding anniversary and Bozie's retirement after 60 years barbering in Norton, was hosted by their children and grandchildren in the afternoon.

Those attending were the Bozarth's son, Mr. and Mrs. Curtis Bozarth and son Eli, Norton; daughter Denise and husband Dave Whiseman; grandchildren, Mr. and Mrs. Shawn Smith, Madison, Gaige, and Trista; Mr. and Mrs. Corey Dobson, Cael and Marlee; Mr. and Mrs. Mark Waggoner; all of Plainville; Mr. and Mrs. Matt Waggoner and Kyler of Salina; Mr. and Mrs.