**Legal Notices** 

Case No. 00-P-38

IN THE DISTRICT COURT

OF THOMAS COUNTY, KANSAS

**NOTICE OF HEARING** 

You are hereby notified that a Petition for Final

Settlement has been filed in this Court by Will-

iam J. Kemp, qualified and acting Executor of

the Estate of Roberta Kemp, Deceased, pray-

ing that his acts be approved; that the heirs be

determined; that the Will be construed and the

Estate be assigned to the persons entitled thereto; that the administration of the Estate be

closed; and that upon the filing of receipts, the

Petitioner be finally discharged as the Executor of the Estate of Roberta Kemp, Deceased, and the Petitioner be released from further liability

You are hereby required to file your written de

fenses thereto on or before the 16th day of Au-

gust, 2001 at 2:30 p.m. of said day, in the Tho-

mas County District Court, Colby, 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.

(Published in The Colby Free Press on Wednes-

day, July 25, August 1 & 8, 2001)

Make a Difference

Tony A. Potter #16907

323 N. Pomeroy Ave.

Attorney for Petitioner

P.O. Box 278 Hill City, KS 67642 785-421-2129

William J. Kemp, Petitioner

In the Matter of the Estate of

ROBERTA KEMP, Deceasesd

THE STATE OF KANSAS TO ALL

PERSONS CONCERNED:

Temperatures in the 90s and low 100s and stifling humidity created unbearable conditions Tuesday, and relief wasn't expected in parts of the East until Friday.

On Tuesday, searing heat stretched from the Dakotas and Minnesota to Philadelphia and New York, where the temperature hit 99 degrees in

**Legal Notices** 

temperatures feel even hotter, with most states experiencing heat indexes of more than 100 degrees.

Central Park. The humidity made

overheated. It's dangerous," said Jimmy Cornelison, coroner in Madison County, Ky., where heat was blamed for the death of a man working on a roof on Monday.

Jefferson City, Mo., mail carrier Craig Holliday, 51, found no relief inside his postal truck: "It's like driving around in a little oven."

Air conditioners have become a hot

# Legal Notices

et on the 20th day of AUGUST, 2001 at 8:00 p.m., at the TOWNSHIP HALL for the purpose of and answering objections of taxpayers relating to the proposed use of all funds and the amount 24,629 18,119 22,587 16,555 1,530,816 1,530,816

(Published in The Colby Free Press on Wednesday, August 8, 2001)

many customers looking to cool down have found nothing but empty shelves. "There's folks out here getting

High temperatures punishing people everywhere

"From what I'm hearing from customers, everybody's out of them," said Jim Meer, the Sears store owner in Willmar, Minn.

Some managed to take the blistering weather in stride, including a group of senior citizens who took their weekly golf outing Tuesday to Ramblewood Country Club in Mount Laurel, N.J."My wife was ready to commit me this morning," Al Beich,

### **Legal Notices**

"I've had two beers, but I'm out of beer so now it's all water."

### **Legal Notices**

#### **HOUSING DISCRIMINATION HOTLINE**

Do you feel you have experienced discrimination in regard to housing rental or purchase within Wallace County? If so, please call the Housing Discrimination Hotline Number (1-800 669-9777) to discuss complaints, questions or discriminatory practices. Locally, please contact Theresa Perkins, County Clerk at 785-462-4500.

(Published in the Colby Free Press on Wednesday, July 18, 25, August 1 & 8, 2001)

KINGERY
THOMAS
will meet on the 22ND day of AUGUST , 2001 at 8:00 p.m. at ROBERT SIRUTA RESIDENCE for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at THE ROBERT SIRUTA RESIDENCE BUDGET SUMMARY

Proposed Budget 2002 Expenditures and Amount of 2001 Ad Valorem Tax establish the maximum limits of the 2002 budget. Est Tax Rate is subject to change depending on the final assessed valuation.

	2000		2001		Proposed Budget 2002		
Fund	Prior Year Actual Expenditures	Actual Tax Rate*	Current Year Estimate of Expenditures	Actual Tax Rate*	Expenditures	Amount of 2001 Ad Valorem Tax	Est. Tax Rate*
General	54,002	13 141	52,526	13.156	53,103	42,690	13.088
Road							
EMPLOYEE BENEFIT	3,859	2,007	6,000	[ 500	6,676	4,894	1.500
Spec Mach							
Totals	57,861	15.148	58,526	14.656	59,779	47,584	14.588
Less: Transfers							
Net Expenditure	57,861	i	58,526		59,779		
Total Tax Levied	42,484		47.152	[	47,584		
Assessed Valuation:				-			
Township	2,804,590	ſ	3,217,387	Γ	3,261,802		
City	0	ſ	Ű		0		
Total	2,804,590	1	3,217,387	Ī	3,261,802		
Outstanding Indebtedness,		-		-			
Jan I	1999		2000		2001		
G.O. Bonds		ſ		[			
No-Fund Warrant		ſ		[			
Lease Pur Princ					0		
Total	0		0		0		
*Tax rates are expressed in n	nills.	-		•			
•							
ROBERT SIRUTA, TRUSTE							
Township Offi	icer						

(Published in The Colby Free Press on Wednesday, August 8, 2001)

### Legal Notice

#### **ORDINANCE NO. 1314**

AN ORDINANCE GRANTING TO S & T COMMUNICATIONS, INC., ITS SUCCES-SORS AND ASSIGNS, A FRANCHISE AND THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND EXTEND A TELECOMMU-NICATIONS SYSTEM IN THE CITY OF COLBY, KANSAS, PRESCRIBING THE TERMS OF THE SAID GRANT AND RELAT ING THERETO.

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

SECTION 1. DEFINITIONS.

DALE DEAVER, TRUSTEE
Township Officer

For the purposes of this ordinance, the following words

(a) ACCESS LINES shall mean all working communication facilities extending from an end user terminating in an end office that is or may be used for local exchange service. Access lines equal the number of lines (loops) terminating on the main frame of the central office.

and phrases shall have the meanings given herein:

(b) REPORTED ACCESS LINES shall mean access lines including semi-public paystation lines, access lines used for Customer Owned Coin Operated Telephone Sets (COCOTS) and employee concession lines. Excluded are the company official lines, public paystation lines operated by S&T Commu nications Inc., and special access lines, i.e., FX service at either the closed or open end, WATS/ 800 service lines at closed end

(c) CITY shall mean the City of Colby, Kansas.

(d) CABLE SERVICE means the one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for selection and use of such video programming service. Cable service does not include point to point, point to multipoint, and switched video services that Telephone Company has historically offered or other similar services that Telephone Company may in the future

(e) PUBLIC IMPROVEMENT shall mean any existing or contemplated public facility, building, or capital improvement project, including without limitation streets, alleys, sidewalks, sewer, water, drainage rights-of-way improvement, and public projects.

(f) PUBLIC PROJECT shall mean any project planned or undertaken by the City or any governmental entity for construction, reconstruction, maintenance or repair of public facilities or improvements or any other purpose of a public nature.

(g) RIGHTS-OF-WAY shall mean present and future streets, alleys, rights-of-way, and public easements, including easements dedicated in plats of the City of Colby, Kansas.

(h) STREET RIGHTS-OF-WAY shall mean the entire width between property lines of land, property of an interest therein of every way publicly maintained where any part thereof is open to the use of the vehicular traffic, including street, avenue, boulevard, highway, expressway, alley or any other public

way for vehicular travel by whatever name. (i) TELECOMMUNICATIONS. The transmission, be

tween 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.

(j) TELECOMMUNICATION; SERVICE. The offering of telecommunications for a fee directly to the public. or to such classes of users as to be effectively available directly to the public, regardless of the

(k) TELEPHONE COMPANY shall mean S&T Communications Inc., its successors and assigns.

SECTION 2. GRANT.

(a) There is hereby granted to Telephone Company the right, privilege and Franchise to construct, maintain, extend and operate its facilities, in, through and along the rights-of-way for the purpose of supplying Telecommunications Services to the City and the inhabitants thereof for the full term of the franchise; subject, however, to the terms and condi-

(b) This franchise does not provide the Telephone Company the right to provide "Cable Service" to City and inhabitants thereof. Nothing in this franchise is intended to preclude the City from seeking, or authorizing the City to seek, a franchise from any subsidiary, affiliate, or third party providing "Cable Service". The Telephone Company and City agree that nothing in this franchise is intended to authorize the City to seek from Telephone Company nor to require Telephone Company to obtain a franchise to offer "Open Video Systems" as that term is used in section 653 of the Telecommunications Act of 1996 (codified at 47 U.S.C. 573). Telephone Company and City further agree, however, that this ordinance does not authorize Telephone Company to offer "Open Video Systems" without paying the fee on the number of subscribers in the system operator for the provision of cable service in lieu of a franchise fee, pursuant to and in the manner described in 47 U.S.C. 573 (c)(2)(b) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. 573.

(c) Upon written request from Telephone Company,

# **Legal Notice**

the City agrees to begin negotiations in good faith with Telephone Company within 30 days to provide Telephone Company a franchise to provide "Cable Service" to the City and inhabitants thereof on terms no more burdensome that the franchise(s) granted to other providers of "Cable Service" within the City

SECTION 3. USE OF RIGHT-OF-WAY.

In the use of rights-of-way under this franchise, the Telephone Company shall be subject to all rules, regulations, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of ts police power. In addition, the Telephone Company shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City relating to permits and fees, sidewalk and pavement cuts, utility location, construction coordination, beautification, and other requirements on the use of rights-of-way and shall comply with the following:

(a) The Telephone Company's use of rights-ofway shall in all matters be subordinate to the City's use of rights-of-way for any public purpose. The Telephone Company shall coordinate placement of its facilities in a manner that minimizes adverse impact on public improvements, as reasonably determined by the City. Where placement is not otherwise regulated, facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvement

) All earth, materials, sidewalks, paving, crossings, utilities, public improvements, or improvements of any kind, injured or removed by the Telephone Company in its activities under this franchise, shall be fully repaired or restored promptly by the Telepha pany at its sole expense and to the reasonable satisfaction of the City or owner thereof.

(c) All facilities constructed, replaced, or relocated in the rights-of-way after the date hereof shall be placed underground. Any vaults, boxes, pedestals, and similar facilities placed above ground in street rights-ofway shall be located behind the sidewalk where feasible.

(d) The Telephone Company shall keep and

maintain accurate records and asbuilt drawings depicting accurate horizontal and vertical location of all facilities constructed, reconstructed, or relocated in the street rights-ofway after the date hereof and provide location information regarding specific future project locations to the City upon request. Where such information is available electronically, upon request from the City, Telephone Company agrees to provide such information in an electronic format. (City agrees to use information only to locate utility facilities in connection with municipal projects and further agrees not to disclose such information to anyone other than City employees requiring such information to locate utility facilities in connection with municipal projects, except as required by law. Telephone Company and City agree that such information is confidential and proprietary and agree that such information shall remain the sole property of Telephone Company and agree that pursuant to K.S.A. 45-221(12), (18), as amended, such information does not constitute public records subject to K.S.A. 45-218, as amended, in the event that City is required by law to disclose such information. The Telephone Company agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of the Telephone Company, or of the City at the written request of the Telephone Company, in seeking to safeguard the confidentiality of information provided by Telephone Company to City under this section. In the event such information is required by force of law to be publicly disclosed, the Telephone Company shall disclose that information to City required by law. Such facilities shall be horizontally and vertically located at least every 100 feet and at any other alignment change. All points of facilities shall be horizontally located from street centerline, or section or quarter section lines or corners. Vertical locations or all points of facilities shall consist of elevations in either City datum or United States Geological Survey datum.

(e) All work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected. Such signing shall be in conformance with the latest edition of the Federal Highway Administration's and Guideline from Work Zone Traffic Control, unless otherwise agreed to by the City.

The Telephone Company shall notify the City not less than three working days in advance (such notice to be adequate for timely notice on the governing body agenda under City procedures) of any construction, reconstruction, repair, or relocation of facilities, which would require any street closure, which reduces traffic flow to less than two lanes of

### Legal Notice

moving traffic. In the event of an Emergency, as reasonably determined by the Telephone Company, such closure shall take place without prior authorization from the City. (g) The Telephone Company shall cooperate

promptly and fully with the City and take all

reasonable measures necessary to provide

accurate and complete information regarding the nature and horizontal and vertical location of its facilities located within right-ofway when requested by the City or its authorized agents for a public project. Such location and identification shall be at the sole expense of the Telephone Company without expense to the City, its employees, agents, or authorized contractors. The Telephone Company shall designate and maintain a local agent, familiar with the facilities, who is nsible for satisfying information needs of the City and other users of the rights-of-

(h) The franchisee shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from the street or other public place, any property of the franchisee when lawfully required by the city by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas, or water pipes, or any other type of structures or improvements by the city; but, the franchisee may in all cases have the right of abandonment of its property, subject to city ordinances and approval if federal or state funds are available to any utility company for the purpose of defraying the cost of any of the foregoing, such funds may be made available to the franchisee at the option of the city if the federal or state regulations permit.

(i) It shall be the responsibility of the Telephone Company to take adequate measures to protect and defend its facilities in the rights-ofway from harm or damage. If the Telephone Company fails to accurately or timely locate facilities when requested, it has no claim for cost or damages against the City and its authorized contractors unless such party is solely responsible for the harm or damage by its negligence or intentional conduct. Telephone Company shall be responsible to the City and its agents, representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of the Telephone Company to perform any of its obligations under this agreement unless the damaged party is solely responsible for the harm or damage by its negligence or intentionally caused harm. However, the City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Telephone Company facilities.

(j) The Telephone Company, on the request of any applicant, shall remove or raise or lower its wires temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the party or parties requesting the same, and the Telephone Company may require such payment in advance. The Telephone Company shall be given not less that 15 days'written notice from the applicant detailing the time and location of the moving operations, and not less that 24 hours' advance notice from the applicant advising of the actual operation. The City shall not be liable for any such expense or notice requirement for the moving of houses or structures by the City or its contractors.

(k) All technical standards governing construction, reconstruction, installation 'operation, testing, use, maintenance, and dismantling of the facilities in the rights-of-way shall be in accordance with applicable present and future federal, state, and City laws and regulations, including but not limited to the most recent editions of the National Electrical Code, the National Electrical Safety Code, and the Fiber Optic Cable Installation Standard, of the Telecommunications Industry Committee, or such substantive equivalents as may hereafter be adopted or promulgated. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this ordinance may be additional to or stricter than such minimum standards.

(i) The City encourages the conservation of rights-of-way by the sharing of space by all utilities. To the extent required by Federal or State law, the Telephone Company shall permit any other franchised entity by appropriate contract or agreement negotiated by the parties to use any and all facilities constructed or erected by the Telephone Company. All said agreements and installations shall be subject to all existing and future ordinances and regulations of the City. Telephone Company agrees that it will not grant any entity

# Legal Notice

rights to occupy the rights-of-way without providing notice to the City. Nothing in this section shall be construed as requiring Telephone Company to provide City notice when it provides Telecommunications services to

SECTION 4. INDEMNITY AND HOLD HARM-

The Telephone Company shall hold and save the City, its officers, employees, agents, and authorized contractors, harmless from and against all claims, damages, expense, liability and cost including attorney fees, to the extent occasioned in any manner by the Telephone Company's occupancy of rights-of-way, except to the extent otherwise specified in section 3(i). In the event a claim shall be made or an action shall be instituted against the City growing out of such occupancy of the rights-of-way by facilities of the Telephone Company, then upon notice by the City to the Telephone company, the Telephone Company will assume liability for the defense of such actions at the cost of the Telephone Company, subject to the option of the City to appear and defend, at its own cost, any such case.

# SECTION 5. PAYMENTS AND CHARGES.

The payments herein provided shall be in lieu of all other licenses, taxes, charges, fees or impositions, except that the usual general property taxes and special ad valorem property taxes, and any charges for pavement cuts or other charges based on restoring premises to their same condition, or charges made for privileges which are not in any way connected with telephone business, as such, will be imposed on the Telephone Company, and are not covered by the payments herein. The Telephone Company shall have the privilege of crediting balance due said Telephone company for telephone service rendered or facilities turnished to said City; provided, that said balance due is

# SECTION 6. COMPENSATION TO CITY.

(a) In consideration of the franchise granted to Telephone Company by City, Telephone Company agrees to pay to City during the term of this franchise, a sum of \$0.15 per month for each reported access line served by Telephone Company for local service within the city limits of City. Compensation required by this franchise shall be paid on or before the 31st day of January and the 31st day of July of each year in which this franchise is effective, and pay the aforementioned sums for the preceding six month period ending on the 31st day of December and the 30th day of June, respectively, for a period of five years, or any extension thereof. City has the notice to Telephone Company.

(b) If during the term of this ordinance any entity provides Local Service in city and provides compensation to City at an amount less than the Telephone Company is required to pay under section 6(a) per month for each reported access line within the City or provides no compensation to City for each such reported access line, this ordinance shall require compensation no greater than such amounts, if any, during such time remaining of the term of this ordinance that the lesser compensation, if any, is paid by such other

The parties agree that if federal law or state law level of compensation for franchise rights and if such maximum allowable level is less than phone Company to pay the reduced level required by law the remainder of the term of this ordinance.

(d) If during the term of this ordinance, Telephone Company believes that it is entitled to reduction in compensation pursuant to subsections (b) and (c) above. Telephone Company agrees to notify City in writing and agrees that it will continue to pay City at the monthly rate set forth in section 6(a) for each reported access line served by Telephone Company DATE for Local Service within the City of Colby until final agreement is reached with the City sixty (60) days following such notice to City.

(e) The Telephone Company shall correctly code shall give Telephone Company notice of

**Legal Notice** 

additional time in writing to recode customers, which request will not be unreasonably

# SECTION 7. COLLECTION OF COMPENSA-

This franchise may be terminated by the Telephone Company if authority to collect the amounts of such payments, or part of such payments, from its customers within the City shall be removed, canceled or withdrawn by legislative, judicial or regulatory act.

#### **SECTION 8. TERMINATION OF FRANCHISE** In case of failure on the part of S&T Communi-

cations Inc., its successors and assigns, to com-

ply with any of the provisions of this ordinance

or S&T Communications Inc., its successors and

assigns, should do or cause to be done any act

or thing prohibited by or in violation of the terms

of this ordinance, S&T Communications Inc., its successors and assigns, shall forfeit all rights and privileges granted by this ordinance and all rights hereunder shall cease, terminate and become null and void, provided that said forfeiture shall not take effect until the City of Colby shall carry out the following proceedings. Be fore the City of Colby proceeds to forfeit said franchise, as in this section prescribed, it shall first serve a written notice upon the manager of S&T Communications Inc. at its principal office in the City of Brewster, Kansas, and S&T Communications Inc. shall have 90 days thereafter in which to comply with conditions of this franchise. If at the end of such 90-day period the City of Colby deems that the conditions of such franchise have not been complied with by S&T Communications and that such franchise is sublect to cancellation by reason thereof, the City of Colby, in order to terminate such franchise, upon which said franchise or agreement is to be canceled or terminated. If within 30 days after the effective date of said ordinance S&T Communications, Inc. shall not have instituted an action, either in the District Court of Thomas County, Kansas or some other court of competent jurisdiction to determine whether or not S&T Communications, Inc. has violated the terms of this franchise and that the franchise is subject to cancellation by reason thereof, such franchise shall be canceled and terminated at the end of such 30-day period. If within such 30-day period S&T Communication, Inc. does institute an action, as provided, to determine whether or not S&T Communications Inc. has violated the terms of this franchise and that the franchise is subject to cancellation by reason thereof and prosecutes such action to final judgment with due diligence, then, in that event, in case the court finds that the franchise is subject to cancellation by reason of the violation of its terms, this franchise shall terminate 30 days after such firight to raise the franchise fees up to the inal ludgment is rendered. Provided however maximum allowed by law upon sixty (60) days that the failure of S&T Communications, Inc. to comply with any of the provisions of this ordinance or the doing or accusing to be done by S & T Communications, Inc. of anything prohibited by or in violation of the terms of this ordinance shall not be grounds for the forfeiture thereof when such act or omission on the par of S&T Communications, Inc. is due to any cause or delay beyond the control of S&T Communications, Inc., its successors and assigns, or to bona fide legal proceedings.

#### SECTION 9. RIGHTS AND DUTIES OF GRANTEE UPON EXPIRATION OF FRAN-

Upon expiration of this franchise, whether by lapse of time, by agreement between the Teleis enacted setting forth a maximum allowable phone Company and the City of Colby, or by forfeiture thereof, the Telephone Company shall have the right to remove from public property the level of compensation required by this or- all of its lines, poles, towers and other appurtedinance, this ordinance shall require Tele- nances and equipment used in its said business within a reasonable time after such expiration. but in such event, it shall be the duty of the Telephone Company, immediately upon such removal to restore the streets, avenues, alleys, parks and other public ways and grounds from which said lines, poles, towers, other appurtenances and other equipment are removed to as good condition as the same were before said removal was effected.

SECTION 10 TERM AND TERMINATION

The term of this franchise shall be five years commencing upon date of final approval and adoption by the City. The Telephone Company at its option shall have the right to renegotiate all customers that are located within the cor- this franchise for five subsequent terms of three porate limits of the City, provided that the City years each, by providing written notice to City of its desire to extend the franchise not later than boundary changes as provided below. Cod- 180 days prior to the expiration of the initial term; ing shall be updated to reflect annexation and provided, however, that if by operation of subother changes in City boundaries, and the section (b) of section 6, Telephone Company is associated changes in customers and access required to pay a lesser amount or no compenlines, within 30 days of the date City provides sation to City at the time that Telephone Com-Telephone Company written notice of the an- pany provides such written notice, City may renexation or other changes in boundaries and ject the additional term by providing written noa listing of addresses affected by such tice to Telephone Company within 90 days of changes. Such notice shall be sent to S&T receipt of Telephone Company's written notice Communications Inc., 320 Kansas Ave., to City of its desire to extend the franchise. The Brewster, Kansas 67732. In the event of an-additional term shall be deemed a continuation nexations, Telephone Company may request of this franchise and not as a new franchise or

# **Legal Notices**

IN THE DISTRICT COURT

OF THOMAS COUNTY, KANSAS In the Matter of the Estate of

Jennie Lee Rico, Deceased Case No. 01-P-26

**NOTICE OF HEARING** 

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are hereby notified that Petition has been filed in this Court by Steven L. Rico, an heir of

Descent be determined of the following described real estate situated in Thomas County

the decedent, Jennie Lee Rico, praying that:

Southwest Quarter (SW/4) of Section Twenty-four (24), Township Eight (8) South, Range 67 West of the 6th P.M. and all personal property and other Kansas rea

estate owned by the decedent at the time of

death. Further, that such property and all personal property and other Kansas real estate owned by the decedent at the time of death be assigned pursuant to the laws of intestate suc-You are required to file your written defenses

thereto on or before August 29, 2001, at 10:00 a.m., in the District Court, Thomas County, Kansas, at which time and place the cause will be heard. Should you fail therein, judgement and decree will be entered in due course upon the

STEVEN L. RICO

Zuspann & Zuspann, P.A. P.O. Box 968 Goodland Kansas 67735-0968 Phone: 785-899-6555 Attorneys for Petitioner

amendment.

(Published in The Colby Free Press on Wednesday, August 1, 8, and 15, 2001)

# **Legal Notice**

SECTION 11. ACCEPTANCE OF TERMS BY THE TELEPHONE COMPANY.

The Telephone Company shall have 60 days after final passage and approval of this ordinance to file with the City Clerk of the City of Colby its acceptance in writing of the provision terms and conditions of this ordinance, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and so accepted the ordinance and acceptance shall constitute a contract between the City of Colby and the Telephone Company subject to the provisions of the laws of the State of

This franchise shall be assignable only in ac-

cordance with the laws of the State of Kansas

as the same may exist at the time when any

SECTION 12. RIGHT TO ASSIGN.

assignment is made.

SECTION 13. CONDITIONS OF FRANCHISE. This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of e orders, rules and regulations now or here after adopted by governmental bodies now or hereafter having jurisdiction, and each and every provision hereof shall be subject to Acts of

God, fires, strikes, riots, floods, war and other causes beyond the Telephone Company's control. This franchise shall not be exclusive. SECTION 14. INVALIDITY OF ORDINANCE

If any clause, sentence, or section of this ordinance shall be held to be invalid, it shall not affect the remaining provision of this ordinance.

# SECTION 15. VENUE.

This agreement shall be construed under and in accordance with the laws of the State of Kansas, and all obligations of the parties hereunde are performable in Thomas County, Kansas. In the event that any legal proceeding is brought to enforce the terms of this agreement, the same shall be brought in Thomas County, Kansas limited to state court action. Nothing in Section 15 shall be construed to limit or restrict Telephone Company right to initiate action in federal court (Kansas District) or to remove a state court action to federal court (Kansas District).

SECTION 16. NOTICE.

For the purpose of this agreement, notice to the City will be to:

City of Colby 585 N. Franklin Colby, Kansas 67701-2399

Notice to the Telephone Company will be to:

General Manager S&T Communications Inc. 320 Kansas Ave. Brewster, Kansas 67732

Notice will be effective upon delivery by hand delivery or by first class mail to the above address until the City or the Telephone Company notifies the other, in writing, of a change in the

SECTION 17. PUBLIC PURPOSE.

All of the regulations provided in this ordinance are hereby declared to be for a public purpose and the health, safety, and welfare of the general public. Any member of the governing body or City official or employee charged with enforce ment of this ordinance, acting for the City in the discharge of his duties, shall not thereby render himself personally liable; and he is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his said duties. Neither the City nor the Telephone Company by accepting this ordinance waives its right to seek all appropriate legia and equitable remedies as allowed by law upon violation of the terms of this ordinance, including seeking injunctive relief in a court of competent jurisdiction.

SECTION 18. EFFECTIVE DATE.

This ordinance shall take effect and be in force from and after its publication in the Colby Free Press, but not before sixty (60) days after its final passage all pursuant to K.S.A. 12-

Warren C. Hixson, Mayor

ATTEST:

Beverly J. Stieben, City Clerk

(Published in The Colby Free Press on August

### **Help Wanted**

Parts man needed for farm equipment dealership. Send resume or apply in person at Bretz, Inc., 640 W. Long St., PO Box 577, Dighton, Ks. 67839. Phone 620-397-5329.

Experienced electrician needed. Contact Jim's Electric, Inc., 210 E. 2nd St., Colby, 785-462-2844. jeicolby@idir.net

Part-time domestic & dietary. Fairview Estates, 1630 Sewell, Ave., Colby. -8/8-8/13-

Part-time position with Girl Scouts for West Dist. field exec. Job duties include working with volunteers, organizing events. Good communication skills a

Hays, Ks 67601. -8/8--8/21-

must. Send resume to: 2707 Vine #8,

NFKS, Inc. is seeking a part-time Outreach Co-ordinator to serve Northwest Kansas area. Qualified applicants should have prior 2 - 3 years human resource work experience. Position requires oncall status, self-starter, good management skills, interpersonal skills, telephone skills, own transportation, and computer skills a plus. Interested applicants send resume and references by August 30, 2001 to Director, P.O. Box 284, Hays, Ks. 67601-0284. E.O.E.

Thomas County Feeders is looking to hire a full time working cattle foreman. Computer knowledge is a must. Duties will require supervision of doctoring crew, pen riders, shipping, receiving, drug inventory, and processing schedule. This is a supervisor role, and you will be required to furnish you own horses, tack, and work along side your crew. Salary will depend on experience. Unexperienced need not apply. Benefits include vacation, PTO, and 401K. Apply at 1762 U.S. Hwy 83 in Colby. -8/3—8/16-

Legal Secretary. Salary commensurate with experience. Please mail resumé to: Ron Shalz, P.O. Box 509, Colby, KS

-8/2--8/8-

The Atwood Good Samaritan Center is a progressive 50-bed skilled nursing facility with a friendly supportive environment that encourages your personal best. We offer a competitive salary, benefits, and advancement opportunity. The following position is available:

**CERTIFIED NURSE AIDE** 

Shifts: 2-10 & 10-6 Part-time & Full-time available

For more information, please call Deb Stoney, RN, at DNS or stop by our center for an application.



650 Lake Road Atwood, KS 67730

785-626-9015

### **Help Wanted**

Now hiring for Front House Manager, bartender and kitchen/pantry. Pick up application at City Limits, 2227 S. Range 

Colby/Thomas County Chamber of Commerce seeking an Administrative Assistant with strong people and administrative skills with a strong emphasis in bookkeeping. Resumés should be sent to the Colby Chamber of Commerce by August 14th at 350 S. Range, Suite 10, Colby, KS 67701. -8/2--8/10-

Now accepting applications for host or hostess. Apply in person at Village Inn, 2215 S. Range Ave. in Colby. -8/1--8/10-

The Sheridan County Health Complex is looking for RN;s, LPN's and CNA's that are energetic, dependable and enjoy working with a great staff. Our hospital is an eighteen-bed acute care facility with three 24 hour emergency rooms, and the Long Term Care Unit has 48 beds. We offer great benefits and competitive salaries. For more information contact Rod Bates, CEO at 785-675-3281. -7/31-8/13-

Kansas Quick Lube - now accepting applications for full and part time lube techs. Good base plus bonus and benefits. Pick up applications or leave resume's at 1927 S. Range Ave. —7/31—8/8-

#### Notice

Cash for dead TV's and VCR's. Also will repair. Free estimates. Call anytime. 785-462-7657.

**—**8/1**—**8/31**—**—

# **Apartments for Rent**

Cozy and clean furnished two bedroom apartment. Perfect for the student or quiet single. 785-462-3122, 785-462-

**--8/3---8/9---**

Sunflower Apartments in Colby can offer affordable apartments. To see if you qualify, stop by 1170 S. Franklin to pick up application or call Lynn Cameron at 462-6349. Equal Housing Opportunity. -10/27-tfn-

### NOW HIRING All Shifts

Full-time permanent position ~ \$6.50/hr.



2000 S. Range Colby McDonald's Apply online @ www.mckansas.com

# M & A BARNETT TRUCKING, INC.

Wants CDL Drivers Good Pay Bonuses Full Benefits Home Regularly Lots of Miles

New Air- ride Equipment Owner/Operators Welcomed.

Call 785-462-3048

# **✓** JOBS

Western Kansas & Eastern Colorado

# **Bartlett and Company**

Agribusiness employer of choice Grain • Milling • Cattle Job Hotline (800) 236-9148 ext. 700 xxx EOE/AA/D/V/Drug Screen xxx



Are you looking for a rewarding career in

**Long Term Care?** 

# **POSITIONS AVAILABLE:**

- RN Day and/or Evening Shift, Full or Part-time
- LPN Day and/or Evening Shift, Full or Part-time
- CNA Day and/or Evening Shifts, Full-time

Applications can be picked up at 105 E. College Dr. or call 785-462-6721 EOE/M/F/D/V

### **Apartment for Rent**

Charming, clean and quiet. The Blakesley Inn has rooms for rent from \$190 - \$400 per month. Daily and weekly rates also available. Directly across from the Pioneer Memorial Library. Utilities and cable paid. Please call 462-3251. Small pets negotiable. \_4/26—tfn—

# **Houses for Rent**

Nice 4 bedroom, 2 bath. Fenced in back yard, woodburning stove, full basement. \$550 per month, security deposit required. 462-9746, 462-5408. **--8/8---8/17-**

Three bedroom home with family room, 2 baths, attached garage. Call 462-3285 or 462-5185

-8/8--8/14-

One bedroom, two bedroom, and four bedroom houses. Washer/dryer hookups, no pets. 462-2529. **--7/24---8/13--**

### For Rent - Mobile Homes

2 bedroom mobile homes for rent. CA/ CH, furnished, refrigerator, stove, W/D, nice neighborhood, 462-7217. —8/8—8/21-

2 bedroom, bath. Water, trash paid. No Pets. 462-6490 or 462-8609. \_8/3\_\_8/9-

3 bedroom, 2 bath. Central heat/air, W/ D, or dishwasher. Call 462-7468.

**—8/2—8/10—** 

### For Sale - Mobile Homes

Very nice 2 bedroom mobile home. Furnished or not. W/D, central air, nice. 785-462-3248.

# Offices for Rent

Professional office space. 920 sq. ft. Lots of storage and shelving. 990 S. Range Ave., Colby. 785-462-3218/785-443-1512.

—7/23—8/17——**-**

### DIRECTOR OF NURSING SERVICE

RN with clinical management experience, BSN required, MSN preferred. Responsible for clinical leadership of all nursing departments and dayto-day operations of acute care, ER, OP procedures, surgery, and cardiac rehab. Please send resumés to: Administrator, Trego County-Lemke Memorial Hospital, 320 N. 13th St., WaKeeney, KS 67672. 785-743-2182

Equal Opportunity Employer

# **Early Childhood PARA EDUCATOR**

The Northwest Kansas Educational Service Center is currently seeking to fill a vacancy for a Full-time Early Childhood Paraeducator in the Colby/Oakley area. Qualifications: High school diploma or equivalent. Experience in early childhood working with young children. Duties involve assisting the teacher, complete duties in the classroom. For further information, contact Kathy Kersenbrock-Ostmeyer at 785-672-3125, Ext. 120. To receive an application, contact Ann Rath, Personnel Department, NKESC, 703 W. 2nd, Oakley, KS 67748, phone number: 785-672-3125, Ext. 112. Deadline for application is August 15, 2001 at 2:00 p.m.

NKESC is an EOE

EARTHGRAINS

# **ROUTE SALES POSITION**

Commission + Base Salary. Must be 21. Have a good driving record and reside in Colby.

Full benefits package including medical, dental, life insurance, employee stock purchase plan, pension, paid vacation and holidays.

Leave message at 785-462-7874.

**EOE** 

# **Building for Sale**

Steel building, 40x22. Was \$5,695. Must sell, \$2,860. 800-292-0111. -8/8-

# Misc. for Sale

John Deere 525 18 h.p. front deck 48" mower, excellent condition. Niagara massage chair, powder blue velvet, excellent condition. 462-2681 -8/8-8/14-

Sofa, rocking chairs, chair & ottoman,

kitchen table/chairs. 462-2174. **--8/8--8/15-**

2 double beds; wooden headboard \$20, brass headboard \$50. Single bed \$35. Black daybed frame \$50. Oak entertainment center 30"wx50"hx20"d \$135. Papasan chair \$20. 19" RCA color TV \$25. Small drafting desk with chair \$15. Self propelled lawn mower, needs work \$15. 462-8270.

Pet Paradise is closing due to health reasons. Everything is on sale. Open Thursdays, Fridays, Saturdays only until sold out. 785-626-2084 or 785-626-9487. -8/8--8/15-

Seed wheat. Certified Jagger, 2137, Alliance, TAM 107, Vista, Niobrara, Trego (white). Good color and test weights. Also, a two or three way blend of Jagger, 2137 & Alliance. Other blends on request. A. J. Horinek 785-626-3992, Kenneth Horinek 785-626-9337, Kelvin Horinek 785-626-3608.

— 8/6—9/29-

Beanie Babies. New and collectibles. 462-6632.

-8/6-8/10---

New Playstation 2. Includes 2 controllers, 2 memory cards, 2 games, and 1 DVD. \$300. Call 785-462-6632. **-8/6 --8/10-**

Asphalt millings, \$6.50 per ton. 15¢ per ton per loaded mile delivered. Contact Max Jantz Excavating, Inc., 800-536-2634 or 316-846-2634.

# **Musical Instruments**

Sterling silver Yamaha flute. Open holed, French model. Only played 1.5 years. \$1,000. Call Lisa at 462-6753 (day) or 462-7188 (night).

# Sunflower Processor

Red River Commodities has positions open for mill and quality control operators. Applicants should have experience operating grain cleaning equipment or similar skills. Full-time positions available on all shifts which include shift differential pay starting at \$8-\$9 depending on experience. Sign on bonus, health/dental insurance, 401k, flex and vacation benefits inpany with many opportunities for advancement. Apply in person at 1320 E. College Drive in Colby,

# HELP WANTED **CROSSING GUARD**

The City of Colby Police Department is currently accepting applications for the Crossing Guard position. Hours are from 7:45 a.m. to 8:15 a.m. and 3:10 p.m. to 3:45 p.m., Monday through Friday commencing August 22, 2001 and ending at the end of the school year in May of 2002. Salary is \$250 per

Applications may be picked up at the Police Department, located at 225 N. Court or at City Hall, located at 585 N. Franklin. Applications must be received prior to August

The City of Colby is an Equal Opportunity Employer

# **HEAD START** Paraprofessional/Case Manager & Aide

The Northwest Kansas Educational Service Center is accepting applications for a Logan County Head Start Paraprofessional/Case Manager for the 2001-2002 school year. This is a 9-month position. Qualifications: high school diploma or equivalent. Experience in early childhood preferred. This will be a 40-hour per week position. Contact Person: Keva Scheib, Head Start Director, 785-672-03125, Ext. 144. To receive an application, contact Ann Rath, Business Manager, 785-672-3125, Ext. 112. Application Deadline: Applications will be accepted until position is filled.

Equal Opportunity Employer

### Musical Instruments

Used Yamaha drum set with professional quality Zildjian cymbals and double bass pedal. Half of new price! Hersberger Music Co. 800-345-8977.

**—**7/31**—**8/13**—** 

# **Camper/Motor Homes**

1974 Krown pop-up camper. Good condition, \$700. 785-462-8270. **—**8/8**—**8/10**—** 

2000 40ft. 5th wheel travel trailer. Fiberglass, with 2 slide-outs, W/D, 2 airs, fully loaded, \$29,500. 785-465-7446. **-7/31-8/13-**

1999 Camper. Self-contained, 2 bedrooms, slide, washer/dryer, loaded. Likenew! Must sell, need money!! See at Colby Fairgrounds. 870-692-1650. **--8/2--8/8-**

### Farm Equipment

1981 1480 IHC combine. 24' header, always shedded, farmer owned. Call evenings, 785-672-3323. -8/2-8/9

1990 5610 Ford diesel tractor with 800 GB loader with grapple fork. Call evenings: 785-672-3323.

—8/2—8/9-

#### Childcare

Daycare provider has openings for infants and pre-school children. Call 785-462-7990. -8/3--8/16-

Daycare provider has openings for infants and pre-school children. Call 785-

462-7990. -8/1-8/14---

**Land for Sale** 

#### All of Section 7, Township 12, Range 37, Logan County. 595 acres cultivation, 101

grass. Call 785-726-3288, 7:00 a.m.-8:00 --8/2---8/8-----

# Vehicles for Sale

1986 IHC diesel truck. Allison automatic, 4 speed, 2 speed. 900 Mohrlang mixer. 2000 Dodge Neon, 4 door, loaded. 1981 GMC 3/4 ton, 4x4. 462-2174. -8/8---8/15-

1991 Ford Taurus. 130,000 miles, new transmission, runs good, \$3,000 O.B.O.

1990 Pontiac Bonneville SE. Very good condition, new A/C, \$2,000. Phone 462-

<del>-----</del>8/8<del>---</del>8/10-----

# **Motorcycles for Sale**

1996 Kawasaki Vulcan 800. Approx. 7,500 miles, one owner, health reasons 316-872-3624.

-7/31—8/13—

# **GENERAL MANAGER OPENING**

Colby Amoco Travel Plaza is currently seeking a highly motivated individual to join our management team as a Travel Plaza General Manager. Major job duties will include maintaining a safe, professional, fun, and legal workplace Excel in customer service speed, accuracy, and friendliness. Maintain accurate records of all transactions and moneys. Compensation includes base wage plus incentives totaling up to \$35k, plus benefits including BC/BS health and life insurance. 401k, and paid vacation. Apply in person or send resumé to Chuck Eichman at WaKeeney Trave Plaza, Exit 127 on I-70 WaKeeney KS or call our toll-free job hotline at 800-279-1063, Ext. 222.

# HELP WANTED

Brewster, Kansas location is seeking a supervisor for 2.5 million bushel grain facility. After 25 years of service the current supervisor is retiring. Grain experience

is necessary. Please contact Rex Jamison (785) 694-2881

FRONTIER EQUITY EXCHANGE

Antique auction in Monument, Kansas, August 11th. On the web at oldtimefarmauction.com or call 785-846-

**Auction Notice** 

-8/2-8/9-

# Wanted

snow days and in-service days. Call 785-

Alfalf hay, cane hay, and dry corn. Com-

-2/1-tfn---

# Garage Sale

305 Nebraska, Selden, KS. August 11 8 12. 10:00 a.m. - 4:00 p.m. sporting, camping, fishing, remodeling items; clothing mens, army fatigues, coats, womens; misc -8/8-8/10-

**Notices** 

Ashley Denneler's Bierock Stand

Thursday at Crazy Daze! (Next to House of Wood

Furniture)

CraZy DAZE

Thursday: 4:00-8:00

(CLOSED 12-4, Thurs.) IN STOCK ONLY...

Oak Bar Stools 40% off

 Mattress Sets All Candles 20% off

Bargain Tables outside!!

**House of Wood Furniture** Downtown Colby

# **INVITATION TO BID**

The Butterfield Trail Association is inviting bids for a roof replacement project on the old Logan County Courthouse, Russell Springs, KS. The project specifications call for replacement of wooden shingles with laminated asphalt (architectural or dimensional) shingles. The Butterfield Trail Historical Museum roof can be viewed at 515 Hilts St., Russell Springs. This project is funded by a grant from the Heritage Trust Fund, Kansas State Historical Society, Topeka, KS. Project information can be obtained from Mike Baughn, 785-694-2278. Bids must be submitted to Mike Baughn, P.O. Box 216, Brewster, KS 67732-0216 no later than 5:00 p.m., August 27, 2001.

### **HEAD START Family Literacy** Manager

The Northwest Kansas Educational Service Center is accepting appli-

cations for a Head Start Family Literacy Manager. This is a 220-day position, 40 hours per week, Monday thru Friday. Main office will be located in Oakley with travel to surrounding Head Start sites. Qualifications: Asdociates in Early Childhood Education or a BA/BS in one of the following: early childhood education, child/family development, human services, or related field. Training, education, experience, references, and interview results are some of the qualifications that are considered for each candidate. Contact Person: Keva Scheib, Head Start Director, 785-672-03125, Ext. 144. To receive an application, contact Ann Rath, Business Manager, 785-672-3125, Ext. 112. Application Deadline: Applications will be accepted until position is filled. Equal Opportunity Employer

Babysitter. Some weekend nights, schoo 465-7108. **--8/8---8/14----**

petitive bids. Please call Scott Foote at 785-386-4519.