

Watch football on New Year's Day; read it at the library

The New Year will be here in two days which means it will be hard to cram a whole lot more into 2006, but 2007 is full of possibilities!

From all of the library staff, we hope you start the new year off right with a safe and happy celebration. Pioneer Memorial Library will be closed Dec. 31 and Jan. 1.

At the library, we want to start 2007 off right with the first Booked for Lunch of the year. Sharon Kriss will be at the library at noon on Wednesday, Jan. 10 to present "Wild about Harry!" A light lunch will be served - we hope to see you there.

If you are a football fan, the year couldn't start any better. The first of 32 bowl games for the 2006 football season (known as the Poinsettia Bowl) took place in San Diego on Dec. 19 between Texas Christian University (TCU) and Northern Illinois - TCU won 31-13.

The final bowl game known as the BCS Championship game will



Jeff Friesen, library link

Pioneer Memorial Library director

take place Monday, Jan. 8 between Florida and Ohio State University. The most exciting bowl game however, might be the Rose Bowl. The Rose Bowl will be played New Year's Day between Michigan and the University of Southern California (USC).

Michigan will have a lot to play for at the Rose Bowl this year. One of Michigan's most revered coaches - Bo Schembechler - died Nov. 17. He left a formidable legacy at Michigan and a tradition that still carries through to this day. Bo coached the Michigan Wolverine football program for 21 years and

went to the Rose Bowl 10 times during his tenure! You can read more about the life and career of Bo in an autobiography available at the library titled "Bo."

Bo passed away leaving the list of coaching legends one shorter. Still alive though, is another coaching great: Lou Holtz. Holtz is probably most widely credited for returning the Notre Dame football program back to national prominence in the 1990s. Not to be understated however is his record of guiding four underachieving universities to top 20 finishes during his career.

His latest book/audio book released this year is titled "Wins, Losses, and Lessons." This book is part memoir and part biography. Football fans that have an appreciation for the history of football will enjoy the perspective of one of the greatest college coaches in history.

On the other hand maybe football really isn't entirely your thing. John Grisham is one of the most popular authors in our library.

Although Grisham is known primarily for his legal dramas, he has also been known to expand his writing outside of these boundaries. Three of his deviations come to mind including "The Painted House," "Skipping Christmas," and "Bleachers." All three have been read and appreciated by mainstream readers. "Bleachers" happens to be a story about football. So even if football isn't your thing, my guess is that John Grisham can make it a little more interesting for

you. Enjoy the bowl games and we'll see you at the library next year!

Pioneer Memorial Library is located at 375 West 4th and open seven days a week. Winter hours are as follows: Monday through Thursday, 9 a.m. - 8 p.m.; Friday, 9 a.m. - 5 p.m.; Saturday, 9 a.m. - 4 p.m.; and Sunday, 1 - 4 p.m. For more information contact the Library at 460-4470 or visit our web site at www.colbylibrary.com. As always, we are here to serve you.

IN THE DISTRICT COURT OF THOMAS COUNTY, KANSAS

ELVIS HATHEWAY, SR., Plaintiff,
VS. Case No. 04-LM-248
LONNIE WILSON, Defendant.

PUBLIC NOTICE OF SHERIFF'S SALE

By virtue of an Order of Sale issued to me out of the District Court of Thomas County, Kansas, in the above-entitled action, I will, on the 31st day of January, 2007, at 10:00 a.m. of said day, at the Thomas County Courthouse, 300 N. Court Street, in the City of Colby, in the County of Thomas, and State of Kansas, offer at public sale and sell to the highest bidder for cash in hand, the following described personal property, to-wit:

1961 Chevrolet Pickup
Body Style: PK
VIN: 1C144K109316

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Sheriff of Thomas County, Kansas

TODD R. STRAMEL, # 17654
Stramel Law Firm, P.A.
345 N. Lake Ave., P.O. Box 46
Colby, Kansas 67701
(785) 460-3222
Attorney for Defendant

(Published in the Colby Free Press on December 15, 22, and 29, 2006)



Public Notice

ORDINANCE NO. 172

AN ORDINANCE GRANTING TO MIDWEST ENERGY, INC., A KANSAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE PRESCRIBING THE TERMS THEREOF AND RELATING THERETO, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT WITH OR IN CONFLICT WITH THE TERMS THEREOF.

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

Section 1. That, in consideration of the benefits to be derived by the City of Rexford, Kansas, and its inhabitants, hereinafter called "City", there is hereby granted to Midwest Energy, Inc., hereinafter called "Grantee" or "Company", its successors and assigns, the right to use and occupy the streets, avenues, alleys and other public places within the City of Rexford, Kansas, for the purpose of constructing, erecting, operating and maintaining electric transmission and distribution lines and all necessary facilities and appurtenances for use in the transmission, distribution and sale of electricity for all purposes to said City and its inhabitants for a period of twenty (20) years from the date of passage of this Ordinance through the 14 day of December, 2006.

Section 2. The Company is hereby given the right, under the supervision of the Governing Body of the City, and within the City limits, to trim and cut such trees and foliage as may be reasonably necessary to prevent the same from interfering with the safe and efficient operation and maintenance of its transmission lines, distribution system, street lighting equipment, and to establish reasonable rules and regulations for the conduct of its business.

Section 3. That, in consideration of the rights and privileges hereby granted, said Grantee hereby undertakes and agrees to use reasonable effort to maintain good and adequate service to the City hereunder, but it is understood that the Company does not guarantee that the supply of electrical energy will at all times be continuous and it is agreed that temporary cessation of Company's service hereunder occasioned by fire, explosion, flood, strike, insurrection, mob violence, governmental interference, breakdown or injury to machinery, or transmission or distribution lines or from other accidents or causes not reasonably within its control, shall not constitute a breach of this Ordinance or any obligation arising hereunder on the part of the Company; and, that Grantee shall not be liable to City or to any other person, firm or corporation for any damages resulting from such temporary cessation of service.

Section 4. That, in consideration of the rights and privileges hereby granted, said Grantee, its successors and assigns, shall locate its distribution lines in the streets, avenues, alleys and other public places in such manner as not to interfere with the use of said streets, avenues, alleys and public places. At times when City causes public improvements to be made to any of the streets, avenues, alleys or other public places within the City that are occupied by Company's electric facilities, Company shall, at City request, relocate its electric facilities at Company's expense to conform to the City's planned improvement. If said Grantee is required to move, alter or rebuild any of its electric facilities not located on public right-of-way, the cost of moving, altering or rebuilding said facilities shall be borne by the requesting party. In the event City vacates or otherwise abandons City right-of-way on which Company facilities are located, or planned to be located, the Ordinance vacating or abandoning such City right-of-way shall provide City granted easement to Company.

Section 5. It is further agreed by the City and the Company, that the rates now in effect or such rates as may be approved by the proper governmental authority having jurisdiction over the Company, shall be deemed to be a reasonable schedule of maximum rates charged the City and its inhabitants for the service provided by the Company.

Section 6. Subject to any restriction placed on Company by regulatory authorities having jurisdiction over the Company in consideration of and as compensation for the granting of this franchise by the City of Rexford, Kansas, and in lieu of any licenses, fees and occupation or other revenue taxes, Company shall collect from consumers and pay to the City an amount equal to 3 percent (3%) of the gross revenue derived from the sales of electric power and energy within the corporate limits of said City, such payment to be made to the City monthly for the preceding monthly period.

If and when retail wheeling becomes an option, this ordinance may be opened so that a franchise tax may be collected on such electric energy that is being wheeled through Midwest Energy's local distribution system in the city limits of Rexford, Kansas. The option to reopen this provision of Section 6 will not effect the other terms of this ordinance.

The City shall have access to and the right to examine, at all reasonable times, all books, receipts, files, records and documents of Company necessary to verify the correctness of said payments.

Notwithstanding anything to the contrary in this franchise, the fee provided for in this Section 6 shall not become effective within any area annexed by the City until 30 days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law, and a map of the city detailing the annexed area.

Section 7. Without affecting the other terms of this Ordinance, as further consideration for the rights and privileges hereby granted Company and subject to any restrictions placed on Company by regulatory authorities having jurisdiction over Company, Company agrees that the City will have the option to open the provision of Section 6 relating to the percentage applied to gross receipts derived from applicable electric sales. Six (6) months prior to the end of each 5-year period that this Ordinance is in existence, the Company and the City may renegotiate the percentage to be paid to the City during the succeeding 5-year period. If the Company and the City cannot reach a mutual agreement on said percentage during such 6-month period, this Ordinance shall become null and void.

Section 8. That the Company, its successors and assigns, in the construction, maintenance and operation of its electric transmission, distribution and street lighting system, under the rights and privileges herein granted, shall exercise all reasonable and proper precaution to avoid damage or injury to persons or property, and shall hold and save harmless the City of Rexford, Kansas, from any and all damage, injury and expense caused by the negligence of said Company, its successors and assigns, or its or their agents or servants.


Section 9. It is further provided that should any section or sections of this Ordinance be held null and void, or void or illegal by any court having jurisdiction in a proper action, such decision by such court shall not affect any other part of this Ordinance not passed upon by such court.

Section 10. That all ordinances or parts of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed.


Section 11. This franchise is granted pursuant to the provisions of Article 20, Chapter 12, Kansas Statutes Annotated.


Section 12. The ordinance shall take effect and be in force from and after its passage and publication in the Colby Free Press, the official city newspaper.

FINAL ADOPTION AND PASSAGE by the Governing Body of the City of Rexford, Kansas, this 14 day of December, 2006.

Attest:  Mayor

Attest:  City Clerk

Attest:  President, Midwest Energy, Inc.

Attest:  Assistant Secretary, Midwest Energy, Inc.

(SEAL) (Published in the Colby Free Press on December 29, 2006.)

Public Notice

ORDINANCE NO. 173

AN ORDINANCE GRANTING TO MIDWEST ENERGY, INC., A KANSAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE PRESCRIBING THE TERMS THEREOF AND RELATING THERETO, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT WITH OR IN CONFLICT WITH THE TERMS THEREOF.

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

Section 1. That, in consideration of the benefits to be derived by the City of Rexford, Kansas, and its inhabitants, hereinafter called "City", there is hereby granted to Midwest Energy, Inc., hereinafter called "Grantee" or "Company", its successors and assigns, the right to use and occupy the streets, avenues, alleys and other public places within the City of Rexford, Kansas, for the purpose of constructing, installing, maintaining and operating a natural gas transmission and distribution system including mains, pipes, conduits, services and other necessary structures and appurtenances, in, under, upon, over, across, and along the streets, alleys, bridges, and public grounds within the present and future corporate limits of the City of Rexford, Kansas, for the furnishing, transmission, distribution, and sale of natural gas, for heating, cooling, domestic, industrial and other purposes, and for transmitting natural gas into, through and beyond said City for a period of twenty (20) years from the date of passage of this Ordinance through the 14 day of December, 2006.

Section 2. All mains, pipes, conduits and services shall be installed and maintained so as to interfere as little as practicable with traffic over the streets, alleys, bridges and public places of said City.

When Grantee shall do any work of construction, repair or maintenance of said system in the course of which any pavements, curbing or gutter upon any street, alley, bridge or public place shall be excavated, Grantee shall properly protect excavations and shall promptly restore such street, alley, bridge or public place as far as practicable to as good condition as before such work was done.

Section 3. That, in consideration of the rights and privileges hereby granted, said Grantee hereby undertakes and agrees to use reasonable effort to maintain good and adequate service to the City hereunder, but it is understood that the Company does not guarantee that the supply of natural gas will at all times be continuous and it is agreed that temporary cessation of Company's service hereunder occasioned by fire, explosion, flood, strike, insurrection, mob violence, governmental interference, breakdown or injury to machinery, or transmission or distribution lines or from other accidents or causes not reasonably within its control, shall not constitute a breach of this Ordinance or any obligation arising hereunder on the part of the Company; and, that Grantee shall not be liable to City for any damages resulting from such temporary cessation of service.

Section 4. That, in consideration of the rights and privileges hereby granted, said Grantee, its successors and assigns, shall locate its transmission and distribution lines in the streets, avenues, alleys and other public places in such manner as not to interfere with the use of said streets, avenues, alleys and public places. At times when City causes public improvements to be made to any of the streets, avenues, alleys or other public places within the City that are occupied by Company's natural gas facilities, Company shall, at City request, relocate its natural gas facilities at Company's expense to conform to the City's planned improvement. If said Grantee is required to move, alter or rebuild any of its natural gas facilities not located on public right-of-way, the cost of moving, altering or rebuilding said facilities shall be borne by the requesting party. In the event City vacates or otherwise abandons City right-of-way on which Company facilities are located, or planned to be located, the Ordinance vacating or abandoning such City right-of-way shall provide City granted easement to Company.

Section 5. It is further agreed by the City and the Company, that the rates now in effect or such rates as may be approved by the proper governmental authority having jurisdiction over the Company, shall be deemed to be a reasonable schedule of maximum rates charged the City and its inhabitants for the service provided by the Company.

Section 6. Subject to any restriction placed on Company by regulatory authorities having jurisdiction over the Company in consideration of and as compensation for the granting of this franchise by the City of Rexford, Kansas, and in lieu of any licenses, fees and occupation or other revenue taxes, Company shall collect from consumers and pay to the City an amount equal to 1.5 percent (1.5%) of the gross revenue derived from the sales of natural gas and of .0095 cents per therm for gas transported to any customer within the corporate limits of said City. Payment shall be made to the City monthly for the preceding monthly period.

The City shall have access to and the right to examine, at all reasonable times, all books, receipts, files, records and documents of Company necessary to verify the correctness of said payments.

Notwithstanding anything to the contrary in this franchise, the fee provided for in this Section 6 shall not become effective within any area annexed by the City until 30 days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law, and a map of the city detailing the annexed area.

Section 7. Without affecting the other terms of this Ordinance, as further consideration for the rights and privileges hereby granted Company and subject to any restrictions placed on Company by regulatory authorities having jurisdiction over Company, Company agrees that the City will have the option to open the provision of Section 6 relating to the percentage applied to gross receipts derived from applicable natural gas sales. Six (6) months prior to the end of each 5-year period that this Ordinance is in existence, the Company and the City may renegotiate the percentage to be paid to the City during the succeeding 5-year period. If the Company and the City cannot reach a mutual agreement on said percentage during such 6-month period, this Ordinance shall become null and void.

Section 8. That the Company, its successors and assigns, in the construction, maintenance and operation of its natural gas transmission and distribution system, under the rights and privileges herein granted, shall exercise all reasonable and proper precaution to avoid damage or injury to persons or property, and shall hold and save harmless the City of Rexford, Kansas, from any and all damage, injury and expense caused by the negligence of said Company, its successors and assigns, or its or their agents or servants.

Section 9. It is further provided that should any section or sections of this Ordinance be held null and void, or void or illegal by any court having jurisdiction in a proper action, such decision by such court shall not affect any other part of this Ordinance not passed upon by such court.

Section 10. That all ordinances or parts of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed.

Section 11. This franchise is granted pursuant to the provisions of Article 20, Chapter 12, Kansas Statutes Annotated.

Section 12. The ordinance shall take effect and be in force from and after its passage and publication in the Colby Free Press, the official city newspaper.

FINAL ADOPTION AND PASSAGE by the Governing Body of the City of Rexford, Kansas, this 14 day of December, 2006.

Attest:  Mayor

Attest:  City Clerk

Attest:  President, Midwest Energy, Inc.

Attest:  Assistant Secretary, Midwest Energy, Inc.

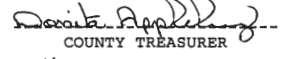
(SEAL) (Published in the Colby Free Press December 29, 2006.)

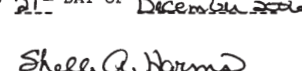
Public Notice

Public Notice

GL6434 THOMAS COUNTY STATE OF KANSAS FUND		TREASURER'S QUARTERLY STATEMENT ENDING OCTOBER, 2006	
		BALANCE	
GENERAL FUND		655,307.28	
SPEC. RESERVE EQUIP. FUND		17,684.42	
MICRO ENTERPRISE LOANS		16,351.52	
REVOLVING LOAN REPAYMENT		10,542.77	
TH CO SHER FORFEITURE FD		13,111.53	
FEDERAL FORFEITURE FUND		167,406.13	
TH CO ATTY FORFEITURE FD		6,595.11	
INSUFF CK FEE TRUST FUND		400.00	
CONCEALED WEAPONS		61,290.10	
LANDFILL CLOSURE FUND		216,353.09	
TEMP PENDING-JAMES MMA		6,335.00	
PENDING DRUG FORFEITURE		111,841.72	
PENDING DRUG FORF MMA		394,698.31	
SHERIFF FORFIT-GOLDING CD		12,550.65	
ATTORNEY DIVERSION FUND		143,737.67	
BUILDING MAINTENANCE		2,305.09	
BIOTERRORISM GRANT		4,027.26	
STATE FORMULA GRANT		48,044.19	
E911 CELL PHONE MMA		55,259.85	
911 INVESTMENT FUND		117,332.42	
ROAD AND BRIDGE FUND		2,389.53	
FREE FAIR MAINTENANCE		19,855.23	
FAMILY PLANNING		1,107.78	
MATERNAL & INFANT GRANT		31,536.12	
HEALTH FUND		10,681.64	
COUNTY ROAD LEVY		30,796.79	
ELECTION FUND		51,204.40	
EMPLOYEE BENEFIT FUND		14,015.21	
EXTENSION COUNCIL FUND		41,676.50	
NOXIOUS WEED FUND		131.44	
HISTORICAL SOCIETY		160,210.76	
AMBULANCE FUND		7,427.60	
MENTAL RETARDATION		369,818.33	
SPECIAL EQUIPMENT FUND		179,358.84	
SPEC. HIGHWAY IMPROV FUND		8,114.93	
R OF D CAPITOL OUTLAY		91,721.04	
AMBULANCE CAPITOL OUTLAY		60,294.32	
NOXIOUS WEED CAPITOL OUTL		122,066.22	
SANITARY LANDFILL CAP OUT		2,496.21	
SERVICES FOR THE ELDERLY		22,482.88	
SPECIAL ALCOHOL FUND		302.90	
COMMUNITY VAN FUND		7,457.52	
HAZARDOUS WASTE PROGRAM		41,203.25	
RE-APPRAISAL		2,450.00	
PARCEL SEARCH FUND		70,947.44	
SANITARY LANDFILL		4,462.74	
SPECIAL LIABILITY		393.64	
HERITAGE TRUST FUND		5,694.06	
LAND FILL NO FUND WARRANT		257,832.36	
LANDFILL-CELL PROJECT		5,147.33	
JUNIOR COLLEGE TUITION FD		1,158.18	
BARRETT GENERAL		26,108.32	
EAST HALE GENERAL		1,800.22	
E HALE EMPLOYEE BENEFIT		1,476.89	
W. HALE ROAD & BRIDGE		1,624.08	
KINGERY GENERAL		432.21	
LACEY GENERAL		962.84	
LACEY DEBT SERVICE		735.90	
MENLO GENERAL		1,092.22	
MORGAN ROAD & BRIDGE		6,789.22	
MORGAN SPECIAL ASSESSMENT		660.24	
NORTH RANDALL GENERAL		1,380.32	
S. RANDALL ROAD & BRIDGE		56,706.91	
ROVOHL GENERAL		5,975.20	
ROVOHL SPECIAL EQUIPMENT		650.80	
SMITH GENERAL		1,577.13	
SUMMERS ROAD & BRIDGE		793.26	
WENDALL GENERAL		1,852.21	
RURAL FIRE DISTRICT 3		303.17	
RURAL FIRE DISTRICT # 5		7,687.73	
MTR VEH OPERATING FUND		8,966.58	
PATF		27,144.81	
REG OF DEEDS TECH FUND		18,690.59	
MTR VEH SALES TAX TO ST		5,720.00	
MTR VEH-ST. & COUNTY AUTO		15,686.31	
PAYROLL WITHHOLDING FUND		3,468.29	
BANKRUPTCY PENDING ACCT		10,207.31	
CURRENT TAX FUND		2,468.11	
DELINQ 16/20 PERS TAX			
ADVANCE TAX		373.27	
MOTOR VEHICLE TAX-2605		221,937.67	
RV MTR VEH TAX-2605		2,969.74	
16/20M MTR VEH TAXES		12.00	
DELINQ. PERSONAL TAX FUND		34,451.87	
REDEMPTION & ASSIGNMENTS		74,934.98	
LAVTR		1,149.20	
PARTIAL PAYMENT ON TAXES		1,855.20	
CURR YEAR DELINQ PERS TAX		34,883.12	
INT ON CURR TAX FUND		9,103.93	
TOTAL ALL FUNDS		4,177,579.81	

I DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT IS COMPLETE, TRUE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, SO HELP ME GOD.

 COUNTY TREASURER

 COUNTY CLERK/NOTARY PUBLIC

