

# Life insurance offers protection for loved ones

Most of us know life insurance is not about us, but about our families and loved ones. Having a life insurance policy on yourself can be one of the handful of decisions that will have great significance for others over the course of a lifetime.



**Sandy Praeger**  
 • Kansas Ins. Commissioner

That's why I urge you, especially during September, which is designated nationally as Life Insurance Awareness Month, to think about what a policy can do for the people you name as your beneficiaries, and how to protect it for them.

Below are some tips on protecting your beneficiaries. You can find more in our Kansas Insurance Department publication "Life Insurance Basics," which can be ordered from our department, (800) 432-2484, or printed from our website, [www.ksinsurance.org](http://www.ksinsurance.org).

**Name the beneficiary.** Your beneficiary will receive the insurance benefits tax free, and life insurance benefits do not have to go through probate or other legal delays involved in settlement of an estate. If you die without naming a beneficiary, the benefits will be paid into your estate and then paid out according to your will or through state laws. This delays the payment and could create a financial hardship for your beneficiary.

**Keep your policy in a safe place.** However, do not use any place where the policy might not be readily available. Record the basic information – such as com-

pany, policy type, policy number, insured's and beneficiaries' names – in a separate place. Let your beneficiary know the kind of insurance policy you have, any changes you make, and where you keep the policy.

**Changing your beneficiary.** A change in beneficiary may be made after the policy is taken out, unless you have named an irrevocable beneficiary. An irrevocable beneficiary arrangement can only be changed with the beneficiary's consent. Your agent can arrange for a change in beneficiaries, or you can do it by writing directly to your life insurance company and asking for the appropriate form.

**Number of beneficiaries.** You can specify as many beneficiaries as you want to receive the benefits. You may also specify how the benefits are to be divided. It is a good idea to name a second (contingent) beneficiary to receive the money in case your primary beneficiary dies before you do or at the same time as you.

**Social Security and life insurance proceeds for beneficiaries.** According to law, monthly life insurance payments will not disqualify the beneficiary from receiving full Social Security payments. Monthly life insurance benefits do not count as earned income, re-

gardless of how much is paid each month through a policy.

**Taxes.** As a general rule, your beneficiary does not have to pay any federal income taxes on the proceeds of your policy. However, if proceeds of a policy are paid to the deceased person's estate and the total estate exceeds a statutory maximum, including life insurance, there will be federal estate taxes payable. There are variations between states, and tax laws are complex. Your agent has information on the subject, which your lawyer or accountant can explain.

**Lost policy.** Loss of a life insurance policy will not affect your protection in any way. If a policy is lost, accidentally destroyed or stolen, ask your agent or write the company directly to obtain a duplicate.

**Filing a life claim.** Your beneficiary will need to notify the life insurance company of your death. Again, that's why it is important for your beneficiary to be able to locate your policy. Companies require a certified death certificate or other legal proof of death, and they may ask for the policy. The life insurance company will pay the proceeds of the policy to your beneficiary after receiving proper notification of death.

According to a national group, almost one out of three United States households don't have life insurance. I would urge you to make sure that, for your family's sake, it is included in your financial budget.

# Kansas drought continues

Drought continues in Kansas with nearly three fourths of the state abnormally to exceptionally dry. The estimated value loss of wheat, corn, sorghum and soybeans in Kansas in 2011 is more than 1.77 billion dollars, based on a comparison of current U.S. Department of Agriculture production estimates and average historic production.

The Kansas Department of Agriculture is offering emergency drought term permits to additional counties as conditions worsen. Additionally, certain motor carrier regulations remain suspended to allow hay to be moved to drought-stricken areas faster.

"We want to be flexible and do our part to help Kansas farmers and ranchers deal with this severe drought," Kansas Secretary of Agriculture Dale Rodman said.

The Department of Agriculture has extended the Drought Emergency Term Permit option to water right holders in several more counties.

The one-time, drought-focused term permit allows holders of existing water rights the flexibility to borrow a portion of next year's authorized quantity in order to complete the 2011 growing season.

Additional information about the drought emergency term permit, including application forms, can be found on the 2011 Drought Options web-

page. Program enrollment ends on Dec. 31, 2011 and water right holders must apply for this program prior to exceeding the quantity of water authorized by their water right(s). There have been 903 drought emergency term permit applications as of Sept. 14.

With the addition, qualifying counties include Gove, Logan, Norton, Sheridan, Sherman, Thomas and Wallace counties.

The drought has also significantly limited forage options for livestock producers. On July 28, Gov. Brownback temporarily suspended certain motor carrier rules and regulations in order to expedite efforts to transport hay to livestock in drought-stricken areas.

There is an online hay and pasture exchange in Kansas to better connect those who have hay and pasture with those who do not. People can list hay or pasture available or their hay or pasture needs on the exchange found at [www.kfb.org/hayand-pasture/default.htm](http://www.kfb.org/hayand-pasture/default.htm). The exchange is not a broker but rather is set up to connect individual parties who communicate directly to negotiate acceptable hay prices or pasture rates. The Hay and Pasture Exchange is a joint effort of Kansas Farm Bureau and Kansas State University Research and Extension. You do not have to be a Farm Bureau member to use the exchange.

# Register for economic summit

Advance registration for Kansas Gov. Sam Brownback's Economic Summit on Animal Agriculture closes Friday.

The summit will be from 9 a.m. to 3 p.m. Wednesday at the St. Dominic Parish in Garden City, eighth in a series of economic summits focused on creating jobs and growing the Kansas economy.

At the summit, farmers, ranchers and agribusiness leaders will join Brownback and his administration to discuss how Kansas can

continue to be a global leader in animal agriculture. Three questions will guide the day: how does Kansas retain current farms, ranches and agribusinesses; how does Kansas assist current farms, ranches and agribusinesses expand within Kansas; and how does Kansas recruit out-of-state/out-of-country farms, ranches and agribusinesses to expand into or relocate to Kansas?

Dr. Giovanni Gasperoni of Novus International is the keynote

speaker. Novus is a global leader in animal nutrition and health.

Among the breakout sessions will be one on workforce needs led by Tom, Judy, Mike, Clay, Ken and David McCarty of McCarty Dairy near Rexford.

The summit is open to all stakeholders and media. However, pre-registration by Friday is requested. Walk-ins will be welcome but meals will only be provided for those who pre-register.

# Certified instructors to teach at museum

Many of you have flipped through television channels and happened to come across the "Joy of Painting with Bob Ross" program, with his simple, easy painting techniques.

The Hansen Museum in Logan is again having a class in the Bob Ross techniques, with two certified instructors that teach on a regular basis. T.R. Mathews and Sandy Seamone, Arriba, Colo., will be there to entertain and instruct, step by step, revealing how easy and fun it is to paint the Bob Ross way. No previous experience is necessary and anyone can do it.

The class will run from 9 a.m. to noon and 1 to 3 p.m. Saturday and Sunday, Oct. 15 and 16. On Saturday, the class will be painting "Fishing Eagle" and on Sunday, "The Lighted Path."

The class is being offered through the Hansen Museum Continued Education Program and offered to the public at a reduced rate.

For information call (785) 689-4846 or go to [www.hansenmuseum.org](http://www.hansenmuseum.org). All you need to bring is a roll of paper towels, all other supplies are provided.



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**OCT. 9**



## Public Notice

### ORDINANCE NO. 1496

**A CONTRACT FRANCHISE ORDINANCE GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, A TELECOMMUNICATIONS LOCAL EXCHANGE SERVICE PROVIDER PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE CITY OF COLBY, KANSAS.**

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

**SECTION 1:** Pursuant to K.S.A. 2010 Supp. 12-2001 and amendments thereto, a contract franchise ordinance is hereby granted to Southwestern Bell Telephone Company d/b/a AT&T Kansas ("AT&T Kansas"), a telecommunications local exchange service provider providing local exchange service within the City of Colby, Kansas ("City"), subject to the provisions set forth hereafter. The initial term of this contract franchise ordinance shall be for a period of three (3) years beginning December 1, 2011, and ending November 30, 2014. Thereafter, this contract franchise ordinance will automatically renew for additional one (1) year terms (hereinafter the "renewal term"), unless either party notifies the other party of its intent to terminate the contract franchise ordinance at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this contract franchise ordinance and not as a new contract franchise ordinance or amendment. Pursuant to K.S.A. 2010 Supp. 12-2001(b)(2) under no circumstances shall this contract franchise ordinance exceed twenty (20) years from the effective date of the initial term of the contract franchise ordinance. Compensation for said contract franchise ordinance shall be established pursuant to Section 3 of this ordinance.

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

**"Access line"** shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations serviced by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following:

Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.

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

**"Access line fee"** means a fee determined by a city, up to a maximum as set out in K.S.A. 2010 Supp. 12-2001 and amendments thereto, to be used by a telecommunications local exchange service provider in calculating the amount of access line remittance.

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

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

receipts, such services shall be included from the date of the offering of such services in the city.

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

**"Telecommunications local exchange service provider"** means a local exchange carrier as defined in subsection (h) of K.S.A. 66-1,187, and amendments thereto, and a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1,187, and amendments thereto, which does, or in good faith intends to, provide local exchange service. The term telecommunications local exchange service provider does not include an interexchange carrier that does not provide local exchange service, competitive access provider that does not provide local exchange service or any wireless telecommunications local exchange service provider.

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

**SECTION 3:** Compensation made pursuant to this contract franchise ordinance shall be paid on a quarterly basis without invoice or reminder from the City and paid not later than forty-five (45) days after the end of the remittance period. For the initial term of this contract franchise ordinance, said compensation shall be a sum equal to \$.50 per month per access line. Compensation during the renewal term of the contract franchise ordinance shall continue to be based on a sum equal to the initial term and compensation shall be paid as provided for in this section.

The City may provide notice to AT&T Kansas prior to ninety (90) days before the end of the calendar year of the initial term or a renewal term that it intends to increase or decrease the percentage of gross receipts or amount per month per access line for the following calendar year. Any increased access line fee or gross receipt fee shall be fixed for a period of three (3) years, pursuant to K.S.A. 2010 12-2001(f) and amendments thereto, and be made in compliance with the public notification procedures set forth in K.S.A. 2010 Supp. 12-2001(m) and amendments thereto. Any increased fee shall be collected and remitted under the terms of this contract franchise ordinance.

In the event the City elects compensation

## Public Notice

based on a gross receipts fee, nothing herein precludes the City from switching to an access line fee provided the City notifies AT&T Kansas prior to ninety (90) days before the end of the calendar year that it intends to elect an access line fee for the following calendar year. Alternatively, in the event the City elects compensation based on an access line fee, nothing herein precludes City from switching to a gross receipts fee provided City notifies AT&T Kansas prior to ninety (90) days before the end of the calendar year that it intends to elect a gross receipts fee for the following calendar year.

**SECTION 4:** The City shall have the right to examine, upon written notice to the telecommunications local exchange service provider, no more than once per calendar year, those records necessary to verify the correctness of the compensation paid pursuant to this contract franchise ordinance. If the gross receipts or access line fee is determined to be erroneous, AT&T Kansas shall revise the gross receipts or access line fee accordingly and make payment upon such corrected gross receipts or access line fee.

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

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

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

**SECTION 8:** The City agrees to provide AT&T Kansas with notification in the event that it annexes property into the corporate boundaries of the City that would require AT&T Kansas to collect and pay a franchise fee on access lines or gross receipts which prior to the annexation of the property AT&T Kansas was not required to collect and/or pay. The City agrees to provide AT&T

Kansas with notification in the event the City renames or renames any streets that would require AT&T Kansas to collect and pay a franchise fee on access lines or gross receipts which prior to the renumbering or renaming of the streets AT&T Kansas would not have been required to collect and/or pay. The City agrees that in the event the City does not provide AT&T Kansas with notice of an annexation or renumbering and/or renaming of the streets, AT&T Kansas shall not be liable to the City for payment of franchise fees on the annexed property or renumbered and/or renamed streets for any time period prior to the City providing the required notice to AT&T Kansas.

**SECTION 9:** The City agrees that pursuant to K.S.A. 2010 Supp. 12-2001(j) (1), (2) and amendments thereto, that the franchise fee imposed under this contract franchise ordinance must be assessed in a competitively neutral manner, may not unduly impair competition, must be nondiscriminatory and must comply with state and federal law.

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

Southwestern Bell Telephone Company  
 d/b/a AT&T Kansas  
 Cindy Zapletal  
 Director-External Affairs  
 1640 Fairchild Avenue, First Floor  
 Manhattan, Kansas 66502

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

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

**SECTION 13:** AT&T Kansas has entered into this contract franchise ordinance as required by the City and K.S.A. 2010 Supp. 12-2001 and amendments thereto. If any clause, sentence, section, or provision of K.S.A. 2010 Supp. 12-2001 and amendments thereto, shall be held to be invalid by a court of competent jurisdiction, either the City or AT&T Kansas may elect to terminate the entire contract franchise ordinance. In the event a court of competent jurisdiction invalidates K.S.A. 2010 Supp. 12-2001 and amendments

thereto, if AT&T Kansas is required by law to enter into a contract franchise ordinance with the City, the parties agree to act in good faith in promptly negotiating a new contract franchise ordinance.

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

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

**SECTION 16:** This contract franchise ordinance is made under and in conformity with the laws of the State of Kansas. The contract franchise ordinance shall not be effective until the ordinance granting the same has been adopted as provided by law.

Passed by the Council the 6th day of September, 2011.

Approved by the Mayor the 6th day of September, 2011.

Gary L. Adrian,  
 Mayor  
 (SEAL)

ATTEST:  
 Joni L. Ketchum, City Clerk

APPROVED AS TO FORM:  
 John D. Gatz, City Attorney  
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