

Cancer relay starts on Saturday

Early in the day on Saturday, tents will spring up, food vendors will be set up and benches will be placed around Sawhill Park in St. Francis, as people get ready for the Cancer Relay for Life Walk.

Starting at about 6 p.m. a free-will barbecue will be served. The cancer survivors will be guests of the Relay Committee, and should register starting at 5:30 p.m. The meal will be served by Pam and Jim Bolin from their Hobo Snack Shack. The Cheyenne Shriners will

be set up beside them, selling cold drinks, popcorn, snow cones and cotton candy. All proceeds from both vendors will be given to the Relay For Life.

The opening ceremonies will begin at 6:45 p.m. with the national anthem sung by Chad Miller. The Survivor's Lap will start at 7 p.m., followed by the Caregivers Lap, then the relay teams will be introduced and begin their walk for the cure.

The symbolism of the relay

teams is that each team member walks through the night, as the cancer patient first faces their cancer, and the walker goes through the darkness of midnight and early morning, but ultimately, emerges toward the dawn and victory over cancer. These funds earned by all the teams and the community go toward that ultimate cure.

Activities will begin in the bandshell including, speeches, games, entertainment and the annual auction of donated items by merchants and teams and individuals. Western Auction will hold the auction which is always a lively, fun event, with hundreds of dollars being earned for the Cancer Relay. Look at the west window of the St. Francis United Methodist Thrift Store to see the early donations to be auctioned Saturday evening.

At sundown the luminaria service will be held in the bandshell. Each name will be read in honor of those cancer patients who are survivors and in memory of those who did not survive. This year, a special group of luminaria will honor the caregivers of the cancer patients, be it family or friends, for those who helped the cancer patients in their fight with cancer.

It is a wonderful sight to see and a touching tribute, said Betty Loudon, one of the coordinators. There are 500 to 600 luminaria all around the bandshell and park, and the names of all those who have fought this dreaded disease are read.

On Wednesday, the survivors were guests of the Relay Committee at a reception at the United Methodist Church. They received their survivor shirts, which they will proudly wear at the Relay Saturday night.

Music all night in the park will be provided by Randy Smestad. There will be drawings for door prizes throughout the night for the teams.

The committee for the relay includes: Pat Rose, chairman; Vicki Coates, Betty Loudon, John Finley, Christy Wurm, Tammy Grice, Allison Grice, Crystal Schultz, Bridgette Antholz, Cara Hunt, Bailey Merklin, Nikki Rose, Dale Rose, Ginger and Dusti Chadwick and Brandee Sassee

Come down and help this county have one of the state's best relays, Mrs. Loudon said, and if you have any questions about the relay, please call Pat Rose at 785-332-5348.

Local work groups meeting planned

The Cheyenne County Conservation District board of supervisors will hold a local work group meeting at 1 p.m. on Thursday, June 13, at Pizza Hut, in St. Francis.

The purpose of this meeting is to:

1) Get recommendations on payment percentages. Work groups are asked to review all practices and determine if there are practices that could be paid at a 50-percent payment rate.

2) To determine if ranking criteria used is acceptable and the quality applications are getting funded.

3) To determine if eligible practice lists meeting the needs of the resource concerns and/or eligible practices

"Local work groups are a direct link for local citizens to give their input on federal decisions," said Bernadette Luncsford, Cheyenne County

District Conservationist for the Natural Resources Service.

The responsibilities of the work groups are to use community input to prioritize resources concerns, program funding needs, and conservation practices; recommend conservation program application and funding criteria, eligible practices (including limits on practice payments or units), and payment rates; and assist the Natural Conservation Resources with public outreach and information efforts, and identify educational and producers' training needs.

All county residents are urged to participate.

For more information about local work groups, contact the local office or staff at the service center on west U.S. 36, St. Francis, or call 785-332-2183.

Bird City News

Hulda Dorsch attended her granddaughter, Erika Dorsch's nurse capping and graduation at Hesston College recently. She then left for Mesa, Ariz., on Thursday to attend the graduation of grandson, Joe Dorsch, from Chandler Preparatory Academy. Joe was the first ever student at his school to be in the top 50 in an all-state wide senior math test and was recognized as a National Merit Scholar graduating "cum laude." He will attend Barrett College the honors college of Arizona State at Tempe, Ariz.

On her return home Hulda spent a couple of days in Aurora visiting her brother, Paul, who has been critically ill. He is now in rehab where he will be for at least three more weeks. Hulda and Darlyne, Paul's wife, joined him for the noon meal at the facility. Carrie Lewis, Hulda's niece took her to Strasburg where they met Becky Antholz at Dan Miller's home and came to Anton where they picked up Hulda's car and came home to a nice wet country as they followed the rain all the way home.

Public Notice

City ordinance published to obtain loan

(Published in Bird City Times, Bird City, Kansas, on June 6, 2013)

ORDINANCE NO. 330

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN BIRD CITY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65163d et seq., as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 748905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, Bird City, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a water system (the "System"); and

WHEREAS, the System is a Public Water Supply System, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

This project will replace existing waterlines along Burr St. and 1st St, replace all meters with meters that have automatic reading capabilities, install valves within the existing distribution system, install variable frequency drives at existing wells, and rehabilitate the existing elevated storage tank.

(the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been

approved for a loan in amount not to exceed \$320,000.00 (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of October 8, 2012, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the Municipality's legal counsel, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues (as defined in the Loan Agreement) sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials and legal counsel are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

PASSED by the governing body of the City on June 6, 2013 and signed and **APPROVED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

APPROVED AS TO FORM ONLY:

City Attorney

Public Notice

Petition filed in court in the Howk Estate

Published in The Saint Francis Herald, St. Francis, Kansas, Thursdays, May 30, June 6 and June 13, 2013. (22.23,24)

IN THE DISTRICT COURT OF CHEYENNE COUNTY, KANSAS
FILED PURSUANT TO CHAPTER 59 OF THE
KANSAS STATUTES ANNOTATED

IN THE MATTER OF THE ESTATE OF)
HELEN G HOWK, Deceased.) Case No. 13 PR 05
)

NOTICE OF CREDITORS

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

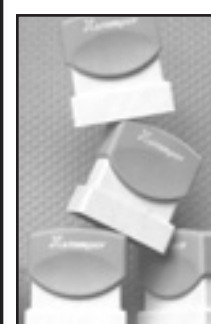
You are hereby notified that on the 23rd day of May, 2013, a Petition for Probate of Will and Issuance of Letters Testamentary was filed in this Court by Merla Rae Hoffman, an heir, devisee and legatee, and executor named in the "Last Will and Testament of Helen G Howk" deceased.

All creditors of the decedent are notified to exhibit their demands against the Estate within the latter of four months from the date of first publication of notice under K.S.A. 59-2236 and amendments thereto, or if the identity of the creditor is known or reasonably ascertainable, 30 days after actual notice was given as provided by law, and if their demands are not thus exhibited, they shall be forever barred.

Merla Rae Hoffman, Petitioner

VIGNERY & MASON L.L.C.
214 E. 10th, P.O. Box 767
Goodland, KS 67735
Telephone: 785-890-6588
Attorneys for Petitioner

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