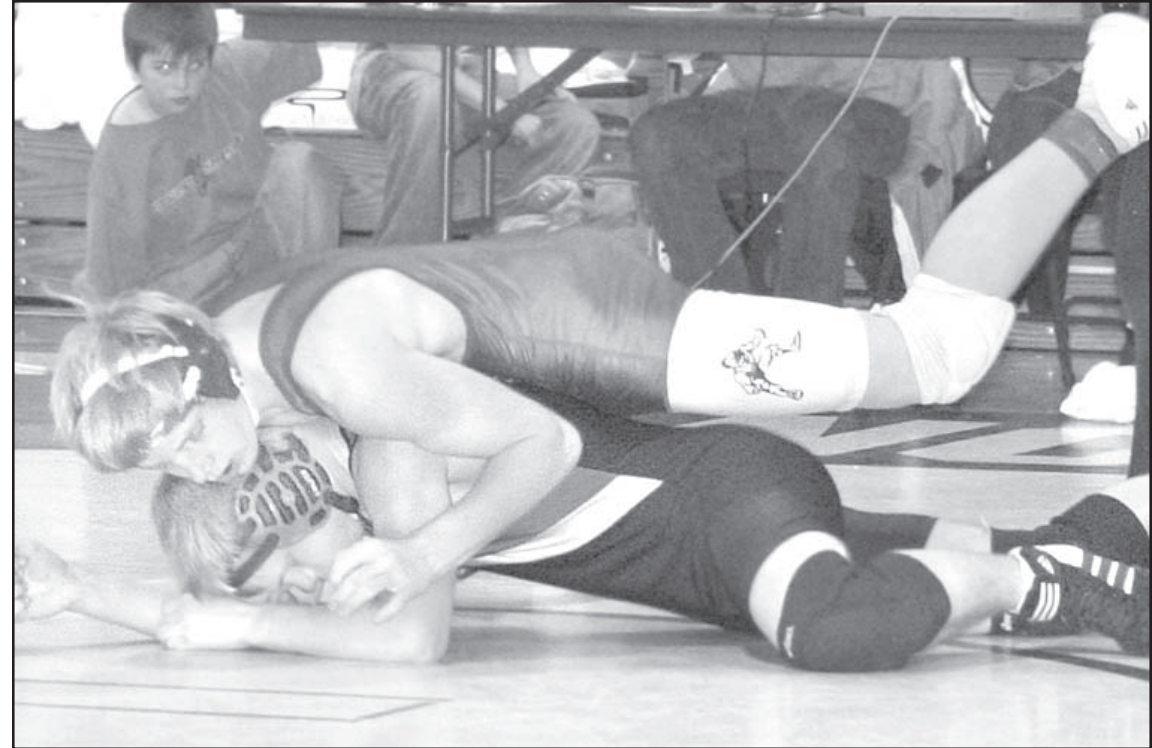




Norton's Kaid McKenna (above) won first place in the 110 pound class in the Norton Junior High Invitational on Feb. 4. He beat Jordan Voss, Colby, with a 6-4 decision. Jeremy Sproul from Norton (right) defeated Nathan Hanna of Hill City to place first in the 152 pound class. — Telegram photo by Charlotte Stephenson



Norton Junior High wins seven matches at own invitational

The Norton Junior High School wrestling team won the Norton Junior High Invitational on Feb. 4 with 262 points. The Jays won seven matches and came in second four times, third one time and fourth three times.

The Jays were followed by Colby with 200 points; Oakley, 131.5; Hill City, 120; Smith Center, 105; Atwood, 92.5; Osborne, 68; and Hoxie, 53.5.

Individual results for Norton in the championship round were:

- 80 pounds — Colby Poage was 2-1 for second place. He lost to Chase Harlow, Colby, in 1:49.

- 88 pounds — Brett Terrell was 2-0 for first place. He won over Khale Amberger, Colby, by fall in 1:41.

- 92 pounds — Troy Bainter was 3-0 for first place. He won over Nathan Reed, Colby, with a 10-3 decision.

- 96 pounds — Landon Keiswetter was 3-0 for first place. He won over Bob Schroeder, Colby, by major decision 8-0.

- 100 pounds — Connor Pfannenstiel was 3-0 for first place. He won over Andrew Peterson, Oakley, by a 7-0 decision.

- 105 pounds — Kaenon Keiswetter was 1-1 for second place. He lost to Colt Rogers, Smith Center, by major decision 13-3.

- 110 pounds — Kaid McKenna was 3-0 for first place. He won over Jordan Voss, Colby, with a 6-

4 decision.

- 115 pounds — Spencer Shirk was 2-1 for second place. He lost by 7-1 decision to Kevin Wolters, Atwood.

- 152 pounds — Jeremy Sproul was 3-0 for first place. He won over Nathan Hanna, Hill City, by a 9-5 decision.

- 175 pounds — Terrell Lane was 2-0 for first place. He won over Logan Tuxhorn, Smith Center, with a 20-11 major decision.

- 275 pounds — Robert Derauf was 2-1 for second place. He lost by a fall in 2:14 to Steven Cox, Oakley.

Individual results for Norton in the consolation round were:

- 100 pounds — Andrew Soderlund was 2-2 for fourth place. He lost to Christian Wilson, Colby, by 6-0 decision.

- 115 pounds — Jesse Gallentine was 2-2 for fourth place. He lost to Danny Floyd, Osborne, by fall in 1:10.

- 120 pounds — Landon Hamel was 2-2 for fourth place. He lost to Andrew Flanagan, Colby, by 7-3 decision.

- 138 pounds — Tyler Cook was 3-1 for third place. He won over Willie Overmiller, Smith Center, by 10-4 decision.

The Junior Jays hosted Planville and Smith Center Thursday. The Norton team will travel to Hill City to compete against the Ringnecks and WaKeeney on Thursday, Feb. 16. Matches start at 4:30 p.m.

Norton Junior High wrestlers beat Stockton, Osborne

The Norton Junior High School wrestling team beat Stockton 87-9 and defeated Osborne 92-6 on Feb. 2.

Against Stockton, individual results for the Junior Jays were:

- Colby Poage won by a regular decision over Derek Spires.
- Billy Broeckelman won by a fall over Diego Galloway.

- Brett Terrell had an open.
- Troy Bainter won by a fall over Ethan Morgan.

- Landon Keiswetter won by a fall over Shane Dunning.
- Connor Pfannenstiel lost by a regular decision to Carlos Galloway.

- Kaenon Keiswetter won by a fall over Brady Page.

- Kaid McKenna had an open.
- Spencer Shirk had an open.
- Landon Hamel won by a fall over Jon Reed.

- Ashton Draper won by a fall over Alex Henry.
- Caleb Vanover won by a regular decision over Jon Bellerive.

- Tyler Cook won by a fall over Steven Moll.
- Casey Robison won by a regular decision over Trevor Winters.

- Jeremy Sproul won by a fall over Clayton Becker.
- Norton had an open in the 160 pound weight class.

- Terrell Lane had an open.
- Robert Derauf had an open.

- Ex. — B. Terrell won by a fall over Diego Galloway.

Against Osborne, individual results for Norton were:

- Poage had an open.
- Broeckelmen had an open.
- B. Terrell had an open.
- Bainter won by a fall over A.J. Cline.

- L. Keiswetter won by a fall over Dylan Spears.
- Pfannenstiel had an open.
- K. Keiswetter won by a decision over Trevor Oliver.

- McKenna won by a technical fall over Ethan Betrand.
- Shirk won in double overtime over Dan Floyd.

- Rylee Stanley had an open.
- Hamel won by a regular decision over Jason Knoll.
- Vanover won by a fall over Bryce Grabast.

- Cook own by a fall over Justin Prutes.
- Robison had an open.
- Sproul won by a fall over Joel Carlin.

- Norton had an open in the 160 pound weight class.
- Lane won by a fall over Austin Phillips.
- Derauf had an open.

The Junior Jays will travel to Hill City on Thursday, Feb. 16 to compete with the Ringnecks and WaKeeney. Matches start at 4:30 p.m.

PUBLIC NOTICE

City of Edmond Communications System Ordinance

Published in The Norton Telegram on Friday, February 10, 2006. (1T)

ORDINANCE NO. 76

AN ORDINANCE GRANTING TO THE KANSAS CORPORATION OF RURAL TELEPHONE SERVICE COMPANY, INC., ITS SUBSIDIARIES (NAMEDLY NEXTECH, INC.), SUCCESSORS, TRANSFEREES AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO ERECT, MAINTAIN AND OPERATE A COMMUNICATIONS SYSTEM WITHIN THE CITY OF EDMOND, KANSAS, PRESCRIBING THE TERMS AND CONDITIONS THEREOF AND PROVIDING FOR PAYMENTS TO BE MADE TO THE CITY OF EDMOND, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EDMOND, NORTON COUNTY, KANSAS:

ARTICLE I Definitions

For the purpose of the grant of this franchise, the following terms shall have the meaning as described herein:

1. "City" shall mean the City of Edmond, Kansas, and shall include, when appropriate, the context of the territorial boundaries of the City of Edmond, Kansas, as they now or shall hereafter exist.

2. "Council" shall mean the present governing body of the City of Edmond, Kansas, or any successor to the legislative powers of the present City Council.

3. "Franchise" shall mean the permission, license or authority given hereunder to conduct and operate a communications system in the City of Edmond, Kansas, pursuant to the ordinance passed by the City Council.

4. "Grantee" shall mean Rural Telephone Service Company, Inc., its subsidiaries, successors, transferees or assigns of the Franchise granted herein.

5. "Gross Revenue" shall mean the monthly revenues received by Grantee for the basic service rates from subscribers of the Grantee's local telephone service and basic cable television service; provided, however, that such phrase shall not include: (i) revenues received from any advertising carried on the communications system; (ii) revenues from optional calling features; (iii) any taxes on communications service which are imposed directly or indirectly on any subscriber thereof by any governmental unit or agency, and which are collected by the Grantee on behalf of such governmental unit or agency; or (iv) any revenues derived from installation charges.

6. "Street" shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, drive or other easement now or hereafter held by the City of Edmond, Kansas, for the purpose of public travel and shall include such other easements or right-of-ways as shall be now held or hereafter held by the City of Edmond, which shall within their proper use and meaning entitle the City of Edmond and its Grantee to use for the purpose of installing or transmitting communications transmissions over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a communications system.

7. "Property of Grantee" shall mean all property owned and installed or used by the Grantee in the conduct of its communications business in the City of Edmond and under the authority of the Franchise granted herein.

8. "Communications System" shall mean all equipment used to transport audio and video signals (voice, video, data, radio and cable television) to consumers including, but not limited to, any cable, electronics, fiber optics or other types of necessary equipment.

9. "Subscriber" shall mean any person or entity receiving for any purpose all or one of the services offered within the Grantee's communications system.

10. "Person" shall mean any individual or association of individuals, or any firm, corporation or other business entity.

11. "Facilities of Grantee" or "Communications Facilities" shall mean property of the Grantee used in operation of the Communications System.

ARTICLE II Grant of Franchise

SECTION 1: General Grant. The City hereby grants to Grantee the right and privilege to construct, erect, operate and maintain a communications system within the City and in so doing to use the streets of the City by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, under, upon or

across any such street, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be necessary and pertinent to a communications system within the City of Edmond, Kansas.

SECTION 2: Non-exclusivity. The authority given to Grantee in the above section is not and shall not be deemed to be an exclusive right of permission. The City expressly reserves the right to grant similar non-exclusive franchises to other persons, firms or corporations and allow them to use the streets of the City within the same or other areas of the City as Grantee at any time; provided, however, that such other franchisees do not interfere or create interference with Grantee's communications system already established and said other franchisees shall not be extended preferential treatment over Grantee.

SECTION 3: Notice concerning complaints. Notice of the procedures for reporting and resolving complaints will be given to each subscriber at the time of the initial subscription to the communications system.

SECTION 4: Modifications. Any modification of the provisions of the federal franchise standards resulting from an amendment of the standards by the Federal Communications Commission must be incorporated into this Franchise within one year of the adoption of the modification, or at the time of renewal, whichever occurs first. It shall also be the policy of the City to amend this Franchise, upon application of the Grantee, when necessary to enable Grantee to take advantage of any developments in the field of telecommunications which would afford it an opportunity to more effectively, efficiently or economically serve its customers, and to enable Grantee to conform to the Rules and Regulations of the Kansas Corporation Commission and the Federal Communications Commission as they may be amended from time to time.

ARTICLE III Term

The term of this ordinance shall be for ten (10) years and successive terms of five (5) years unless written notice is given by either the City or the Grantee to the other, 365 days or more prior to the expiration of the initial term, or any successive term, of its intention to terminate the same at the expiration of the then current term.

The term of this ordinance shall commence on the first day of the first month following the date the Grantee hereunder accepts and agrees to abide with the terms and conditions of the Franchise by filing a written acceptance thereof with the City Clerk of the City of Edmond, Kansas. Acceptance shall be filed, if it is to be valid, within sixty (60) days from the effective date of the ordinance granting the Franchise. If such acceptance shall not be filed within the time aforesaid, then the ordinance granting this Franchise shall be deemed void and of no further force and effect, and the offer of Franchise contained in the ordinance will stand revoked.

ARTICLE IV Forfeiture

In addition to all other rights and powers reserved or pertaining to the City, the City reserves as an additional and as a separate and distinct remedy the right to revoke this Franchise and all rights and privileges of the Grantee hereunder for any of the following reasons:

1. Grantee fails after thirty (30) days prior written notice to comply with any of the provisions of the ordinance granting this Franchise or has, by act or omission, violated any term or condition thereof,

2. Any provision of such ordinance shall be finally adjudged by a court of law as invalid or unenforceable, and the City Council further finds that such provision constitutes at that time a consideration material to the continuance of the Franchise granted herein;
3. The Grantee becomes insolvent, unable or unwilling to pay its debts or is adjudged bankrupt;
4. The Grantee attempts to or does practice any fraud or deceit in its conduct or relations with the City or subscribers, under this Franchise; or
5. The City condemns all of the Property of the Grantee within the City by lawful exercise of eminent domain.

ARTICLE V Ordinance of Revocation

No revocation provided for in the previous paragraph except for reasons of condemnation, shall be effective unless or until the City Council provides written notice to Grantee, and Grantee

is given at least 30 days to cure any alleged breach of Article IV herein. If after the expiration of the time to cure, City Council believes Grantee has failed to cure, the City Council must adopt an ordinance setting forth the cause and reason for the revocation and the effective date thereof in order to effectuate any revocation. Such ordinance shall not be adopted without thirty (30) days prior written notice thereof to the Grantee and an opportunity for the Grantee to be heard on the proposed adoption of said proposed ordinance. If the revocation as proposed in said ordinance depends upon a finding of fact, such finding of fact must be made by the City Council after a conclusive hearing is provided, if requested by the Grantee.

ARTICLE VI Compensation

In consideration of the grant of the Franchise to the Grantee, the Grantee shall pay to the City, in arrears, an amount equal to two percent (2%) of the annual Gross Revenue from the operation of the business in said City. Such payment shall be made in one (1) payment, on or before the first day of February of each year during the terms of this ordinance. The City agrees to accept this sum as full and fair compensation.

ARTICLE VII Indemnification

The Grantee shall, concurrently with the filing of the acceptance of this Franchise, furnish to the City and file with the City Clerk a liability insurance policy in the amount of One Million Dollars (\$1,000,000) with a company approved by the City of Edmond and in a form satisfactory to the City Attorney indemnifying and defending the City, its officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits and proceedings by others, against all liabilities to others and against any loss, costs, expense or damages resulting therefrom, arising out of the exercise or enjoyment of this Franchise.

ARTICLE VIII Use and Installation

SECTION 1: Degree of Care. The Grantee or any persons, firm or corporation erecting, constructing or maintaining any of the property used by or for the Grantee shall at all times employ due care or the highest degree of care required by law under the facts and circumstances and shall maintain and install the property of the Grantee in accordance with commonly accepted methods and principals so as to prevent failures and accidents likely to damage, injure or create a public nuisance.

SECTION 2: Location of Facility. All communications facilities shall be located so as to cause minimum interference with the proper use of streets and the rights and reasonable convenience of property owners abutting the streets. In no event shall such facilities be located so as to substantially interfere with the usual public travel on any street of the City.

SECTION 3: Damage to Public Property. Whenever Grantee or any person on its behalf causes any injuries or damage to any public property or street by or because of the installation, maintenance or operation of the communications facilities, such injury or damage shall be immediately remedied in such fashion as directed by the City Superintendent.

SECTION 4: Tree Trimming. Grantee shall have authority to trim trees upon and over the streets of the City so as to prevent the branches of such trees from coming in contact with wires, cables and other facilities of Grantee. All trimming shall be done under the supervision of the City Superintendent at the expense of the Grantee.

SECTION 5: Facilities Upgrades/Changes. Grantee shall exercise its right to place, remove, construct and reconstruct, extend and maintain its plant and appurtenances as the business and purposes for which may from time to time require along, across, on, over, through, above and under any public right of way including, but not limited to, streets, avenues, alleys, bridges and the public grounds and places within the limits of the City.

ARTICLE IX Removal and Abandonment of Property

If the Franchise is terminated or revoked, the Grantee shall promptly, upon ninety (90) days written notice, remove from the streets all its facilities other than that which the City of Edmond, Kansas, may permit to be abandoned in place. In the event of such removal, the Grantee shall promptly return the street to the like or similar condition which it was in before the facilities were placed.

ARTICLE X Operation and Maintenance

Grantee shall have the authority to promulgate such rules, regulations, terms and conditions of its business as shall be reasonably necessary to enable Grantee to exercise its rights and perform its services under this Franchise and to assure an uninterrupted service to all of its customers. Grantee shall render efficient service, make repairs promptly and only interrupt service for good cause for the shortest time possible. In order to limit failure and malfunctions of the communications system and to enable prompt correction at all times after notice of malfunction or failure, Grantee shall consistently maintain a listed telephone, which shall be operated to receive complaints, requests for repairs or adjustments because of malfunctions at any time of day Sunday through Saturday, including holidays.

Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary action shall be paid by the person requesting the same, and Grantee shall have the authority to require advance payment. Grantee shall be given no less than forty-eight hours advance notice to arrange for such temporary wire changes.

ARTICLE XI Compliance with the Law

Grantee shall, at all times during the term of this Franchise, be subject to all lawful exercises of the police power of the City and to such reasonable regulations as the City shall prescribe for the general conduct of persons providing communications service within the City.

ARTICLE XII Sale or Lease of Franchise

The Franchise shall be deemed a privilege to be held in personal trust by the Grantee. It may not be sold, transferred, leased, assigned or disposed of in whole or in part either by force of voluntary sale, consolidation or otherwise without prior notification to the City Council.

ARTICLE XIII Grantee Without Recourse

Grantee shall have no recourse whatsoever against the City for any loss, cost, expense or damage arising out of any of the provisions or requirements of this Franchise or because of the enforcement thereof by the City, nor for the failure of the City to have the authority to grant all or any part of the Franchise.

ARTICLE XIV Grantee's Rates and Regulations

Grantee shall have the right and power to fix, charge, collect and receive reasonable rates for the services it provides through its Communications System; provided, that such rates shall not be established on a discriminatory basis.

ARTICLE XV Notices

Whenever, under the terms of this Franchise, either party shall be required or permitted to give notice to the other, such notice shall be in writing and if to be served upon the City it shall be delivered by certified mail to the Mayor & City Council c/o City Clerk/Administrator, HC 63 Box 92, Edmond, Kansas 67645. If to the Grantee, it shall be delivered by certified mail to CEO/General Manager, 145 N. Main, Lenora, Kansas 67645.

ARTICLE XVI Miscellaneous Provisions

SECTION 1: Supercedes Prior Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby repealed as of the effective date of this ordinance. This ordinance specifically supercedes all previously adopted ordinances.

SECTION 2: Binding Effect. All provisions of this ordinance shall be binding upon Grantee and all successors, lessees and assigns of Grantee whether expressly stated herein or not.

SECTION 3: Final Approval. This ordinance shall take effect and be in full force from and after its publication in the official city newspaper.

SECTION 4: Costs. Grantee shall assume the cost of publication of the ordinance. Grantee shall reimburse the City for these costs upon presentation of the publication costs.

PASSED and ADOPTED by the Governing Body of the City of Edmond, Kansas, on this 7th day of Feb., 2006.
CITY OF EDMOND, KANSAS
By: Howard Richards, Mayor

ATTEST:
Jnell S. Conkey, City Clerk

Nobody covers
the Blue Jays
like we do!



THE NORTON TELEGRAM