

# Party leaders struggle with dynamics of more open primaries

TOPEKA (AP) — For nearly a century, Kansas has had primary elections every two years on the first Tuesday in August so Republicans and Democrats can pick nominees for offices from county register of deeds to governor.

Whatever the mood of the electorate, the rules remained the same: To vote in a party primary, voters had to declare their allegiance to that party.

But a recent federal appeals court decision injected some volatility into Kansas politics, giving the parties the right to open their primaries to non-party members, despite a long-standing state law against the practice.

The court ruling left leaders in both major parties — but especially Republicans — wrestling with how

a new group of voters might influence their elections.

State GOP Chairman Dennis Jones announced Friday that his party would open the primary to unaffiliated voters. Democratic Party leaders planned to make their decision this week.

Traditionally, in states with closed primaries, people who consider themselves independent voters, without strong party ties and perhaps only a passing interest in politics, show up in small percentages. That leaves a lion's share of the influence to the most committed partisans.

"They tend to be on the right in the Republican Party and on the left in the Democratic Party," said Ken Ciboski, a political science professor at Wichita State University.

## Goodland's public library to have new look in June

By Greg Stover

*The Goodland Star-News*  
GOODLAND — The front of the Goodland Public Library will have a new look later this month, thanks to the Goodland Senior Housing Corp, which is donating a life-sized version of the statue "More than Words."

The statue reflects a tender moment between a woman and two children as they read a book together. It is the creation of sculptor Greg Todd, who was born and raised in Goodland and created the statue "They Came to Stay" in front of the Sherman County Court House across the street.

Ron Vignery, secretary of the housing corporation board, said the statue is being paid for with excess money gained from the sale of property the corporation bought to build an assisted living complex. Because the agency could not find a satisfactory building contract, it's board decided to sell the property.

Vignery said since the corpora-

tion is a non-profit organization, the excess money realized from the resale had to go back into the community. He said most of the money went for equipment for the Goodland Regional Medical Center.

Last fall, Max Alderman, vice president of the corporation's board, went to the library board with the proposal for a statue in front of the library.

Work began to remove an old sign and prepare a place for the statue May 24 said Janet Warren, the library's director. She said it was a coincidence this work and the renovation of the stucco paneling on the outside of the library are going on at the same time.

Warren said most of the gray flagstone bricks from the old sign will be used in the base for the statue, but some were used to replace broken ones in the exterior walls.

Rhoads Construction, 330 W. 17th St., is doing the work at the library.

He added that with a more open primary, "More moderate types may turn out."

Jones said after consulting with other prominent Republicans, he decided to open the primary because of the party's desire to be more inclusive and to open up the process.

"Strengthening the primary electorate with the addition of 400,000 independents will lead to stronger candidates, stronger officeholders and a stronger Republican Party," Jones said.

In April, the 10th U.S. Circuit Court of Appeals in Denver struck down an Oklahoma law limiting participation in that state's primaries to party members and unaffiliated voters.

The appeals court said a state cannot restrict a party's ability to define who may participate in choosing its candidates.

Secretary of State Ron Thornburgh, Kansas' chief elections officials, then asked both major parties to decide by Thursday's candidate filing deadline.

The parties could continue with closed primaries, allow unaffiliated voters to participate or allow participation by any non-party member, even voters registered with another party.

The Kansas GOP's decision to

open the primary to unaffiliated votes goes against the state's tradition. Kansas began holding primaries in 1908, and a law enacted that year specified that a voter had to declare an affiliation be eligible to cast a ballot.

Current state law doesn't make it difficult for unaffiliated voters to affiliate with a party — they can state a preference at the polls — but they must declare themselves.

Many members of both parties like those rules.

"When you're picking a standard-bearer, it ought to be by people in the party," said Larry Tenopir, a Topeka attorney who serves on the Democratic National Committee.

Ciboski argues that opening primaries to non-party members weakens the parties.

He views the two-party system as vital to American democracy, unifying large groups of voters around common approaches to resolving issues, and organizing political competition around ideas, rather than personalities.

He said the GOP's change could attract more people to its primaries, but he said those voters are likely to be less knowledgeable about the party's stands on various issues and its candidates.

"People who identify with a party are more likely to know what's go-

ing on with that party and what the party's stances on issues are," he said. "The party pros want somebody who's going to uphold the party's good name."

Joe Aistrup, the head of Kansas State University's political science department, said he is not sure opening a primary to unaffiliated voters would boost turnout across the board.

He said unaffiliated voters are likely to participate only in the biggest races — for governor, for example — or in intense, highly visible contests down the ballot. Aistrup said any effects on turnout are likely to be "episodic."

"Independent voters are not usually drawn to low-intensity races," he said. "Something's going to have to excite them to get them to vote in the primary."

However, Aistrup acknowledged that if unaffiliated voters do participate in GOP primaries, "More moderate candidates could emerge from the primaries."

There's another issue in opening primaries to non-party members — sabotage.

"What I would fear is that there could be a concerted effort to infiltrate the other party's primary," Ciboski said.

"They would maybe want to select the weakest candidate in the

opposing party's primary."

State Sen. John Vrail, R-Leawood, who called opening his party's primaries to unaffiliated voters "an excellent idea," dismissed the idea of such mischief.

"I just don't view the voters as being that sinister," he said.

But the possibility of mischief seemed real to Tenopir, who said, "I think too many people want to play games."

"I don't like it when people play on the other side," he said.

### Garage Sales

**Highway 24 and County Road 36, Rexford.** Friday and Saturday 8:00 a.m. - 6:00 p.m. Antiques, toys, baby items, household.  
—6/7—6/11—

**Rexford city wide sale.** June 12 8:00 a.m. - 1:00 p.m. Lunch will be served at the Rexford Community Hall. Maps at each location.  
—6/7—6/11—

**Community wide garage sale** Saturday, June 12, starting 8:00 a.m. in Oakley, Kansas. Maps at One Stop, Kabredlo's, Oakley's Surfline Foods and each location. Lots and lots of quality items. Phone 785-672-4862 for details. Over 40 locations.  
—6/7—6/11—

### Public Notice

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#### ORDINANCE NO. 1360

A CONTRACT FRANCHISE ORDNANCE GRANTED TO SOUTHWESTERN BELL TELEPHONE, L.P., 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. 2002 Supp. 12-2001, a contract franchise ordinance is hereby granted to Southwestern Bell Telephone L.P. d/b/a SBC Kansas ("SBC Kansas"), a telecommunications local exchange service provider providing local exchange service within the City of Colby, Kansas ("City"), subject to the provisions contained hereafter. The initial term of this ordinance shall be for a period beginning July 1, 2004, and ending June 30, 2009. 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 process 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. 2002 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 of lease of unbundled network elements, non-regulated 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.

"*Provider*" shall mean a local exchange carrier as defined in subsection (h) of K.S.A. 66-1,187, and amendments thereto, or a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1,187, and amendments thereto.

"*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 inter-exchange 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 remital period. For the first year of this contract franchise ordinance, said compensation shall be a sum equal to \$1.00 per access line. Thereafter, compensation for each calendar year of the remaining term of the contract franchise ordinance shall continue to be based on a sum equal to \$1.00 per access line; unless the City notifies SBC Kansas prior to ninety days (90) before the end of the calendar year that it intends to increase or decrease the access line fee for the following calendar year or that it intends to

switch to a percentage of gross receipts for the following calendar year. In the event City elects compensation based on an access line fee, nothing herein precludes City from switching back to a gross receipts fee provided City notifies SBC Kansas prior to ninety days (90) before the end of the calendar year that it intends to elect a gross receipts fee for the following calendar year. Beginning January 1, 2004 any increased access line fee or gross receipt fee shall be in compliance with the public notification procedures set forth in subsections (l) and (m) K.S.A. 2002 Supp. 12-2001.

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.

SECTION 5. As a condition of this contract franchise ordinance, SBC 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) or the Kansas Corporation Commission (KCC), subject to SBC Kansas' right to challenge in good faith such requirements as established by the FCC, KCC or other City ordinance. SBC Kansas shall also comply with all applicable laws, statutes and/or ordinances, subject to SBC Kansas' right to challenge in good faith such laws, statutes and/or ordinances.

SECTION 6: This contract franchise ordinance does not provide SBC Kansas the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Upon SBC Kansas' request for a franchise to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City, the City agrees to timely negotiate such franchise in good faith with SBC Kansas. SBC Kansas agrees that this contract franchise ordinance does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.

SECTION 7: Nothing herein contained shall be construed as giving SBC Kansas any exclusive privileges, nor shall it affect any prior or existing rights of SBC Kansas to maintain a telecommunications system within the City.

SECTION 8: SBC Kansas shall collect and remit compensation as described in Section 3 on those access lines that have been re-sold to another telecommunications local exchange service provider.

SECTION 9: Any required or permitted notice under this contract franchise ordinance shall be 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 SBC Kansas shall be delivered by first class United States mail or by personal delivery to:

Southwestern Bell Telephone L.P.  
Cindy Zapletal  
Director-External Affairs  
1640 Fairchild Avenue, First Floor  
Manhattan, Kansas 66502

SECTION 10: 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 11: Force Majeure. Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond SBC Kansas or the City's control.

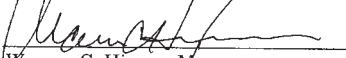
SECTION 12: SBC Kansas has entered into this contract franchise ordinance as required by the City and K.S.A. 2002 Supp. 12-2001. If any clause, sentence, section, or provision of K.S.A. 2002 Supp. 12-2001, and amendments thereto, shall be held to be invalid by a court of competent jurisdiction, either the City or SBC Kansas may elect to terminate the entire contract franchise ordinance. In the event a court of competent jurisdiction invalidates K.S.A. 2002 Supp. 12-2001, and amendments thereto, or if SBC 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 13: In entering into this contract franchise ordinance, neither the City's nor SBC 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 SBC Kansas waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or SBC 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 SBC Kansas entering into this contract franchise ordinance.

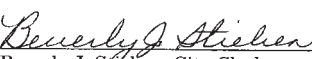
SECTION 14: This contract franchise ordinance is made under and in conformity with the laws of the State of Kansas. No such contract franchise ordinance shall be effective until the ordinance granting the same has been adopted as provided by law.

Passed and Approved by the Governing Body this 1<sup>st</sup> day of June, 2004.

CITY OF COLBY, KANSAS

  
Warren C. Hixson, Mayor

ATTEST:

  
Beverly J. Steben, City Clerk

(S E A L)

APPROVED AS TO FORM:

  
Joel Kriss, City Attorney

## Norton Public Schools approves teacher contract

NORTON — The Norton School Board approved a contract with the teacher's union in a special meeting on Thursday.

Superintendent Greg Mann said a tentative agreement between the board and the Norton Teacher's Association was reached by negotiators on May 19 and was approved by the teachers on May 21.

With the board approval, the new contract takes effect July 1.

Mann said the new contract has six major parts. It gives 1.75 percent increase in salary and supplemental pay and an additional \$10 per employee per month in health insurance benefits.

Also, he said additional family members were added to the definition of "immediate family" for sick leave. Beginning in 2005-'06, teachers will be restricted to one horizontal pay increase per year.

Teachers get pay increases vertically when raises are given and for longevity with the district.

Horizontal increases come when teachers get more education so that a person with a masters degree will receive more than someone with just a bachelor degree.

At the moment, he said, there is no restriction on the number of

moves a teacher may make in one contract year as the result of their accumulating educational hours.

The fifth point was that a committee will be formed next year to study the district's practice of awarding horizontal salary movement for in service activities.

Finally, he said, to save money and paper, the master contract will no longer be published so that all employees have a copy, but will be distributed in the same way the board's policy handbooks are. It will also be available on the district's website.

In other business, the board:

- Directed Mr. Mann to republish the budget. A public hearing has been set for 7:30 p.m. on Monday, June 14, in the Alice Tweed Center.

Mann said the district was recently told by the Kansas State Department of Education that it was eligible for an additional \$8,498 in general fund budget authority because special education money from the state and some special education expenses were both higher than anticipated.

To get the additional money, he said the district has to republish the budget. This will not affect taxes, he said.

## Adkins not seeking senate seat ending 12-year career

TOPEKA (AP) — David Adkins, the only member of the Kansas Senate to publicly support gay marriage, is not seeking re-election.

Adkins' decision will end a 12-year career during which the Leawood Republican grew influential in budget and juvenile justice policy and ran unsuccessfully for attorney general.

However, this year, Adkins received more attention for opposing a proposed amendment to the Kansas Constitution to ban gay marriage and deny benefits associated with marriage to other relationships, such as same-sex civil unions.

Adkins' decision not to run again means at least nine of the Senate's 40 seats will be open in this year's elections.

President Dave Kerr, R-Hutchinson, and Majority Leader Lana Oleen, R-Manhattan, also are not seeking re-election.

In a statement released Wednesday,

day, Adkins cited personal reasons for not seeking re-election. He and his wife, Lisa, are the parents of a young daughter, Nell.

"While I am proud of my work in the Legislature, the time is right for me to move on to other endeavors," Adkins said.

"I am honored to serve as a senator, but the title I value more than any other is 'Daddy.'"

Adkins supports abortion rights, argues that the state needed to increase taxes to help public schools and opposes legislation to allow Kansans to carry concealed handguns — all positions leaving him at odds with other Republicans.

He argued that the proposal on gay marriage, which most GOP senators favored, would write discrimination into the state constitution. Asked during one debate whether he supported gay marriage, he said yes.

The Senate adopted a version of the proposed ban, but it failed in the House.