



# Lady Eagles take sixth in Trego invite

The Colby High School girls' golf team placed sixth out of nine teams at the Trego Invitational Thursday, Sept. 4 in Trego.

The nine schools who competed in the invitational included Colby, Larned, Holsington, Goodland, Oakley, Dodge City, Hays High, TMP and Trego.

The results of the event were as follows: Larned, first; 186 strokes, Russell, second; 187, Holsington, third; 198, Goodland, fourth; 204, Oakley, fifth; 216, Colby, sixth; 217, Dodge City, seventh; 225,

Hays High, eighth; 261, and TMP and Trego tied for ninth with 291 strokes.

The Lady Eagles had two of its players earn individual medals at the event. Senior Jessica Leiker placed 10th overall with 48 strokes and freshman Kaylee Keck placed 11th with 49 strokes. Scores for other members of the team included Audrey Fleming, 58; Michelle Schroeder, 52; Heather Griggs, 68; Kayla Sloan, 71; and Kayla Ziegelmeier with 83 strokes.

## Public Notice

## Public Notice

### ORDINANCE NO. 297

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 BREWSTER, KANSAS:

**Section 1.** That, in consideration of the benefits to be derived by the City of Brewster, 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 Brewster, 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 9th day of September, 2028.

**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 Brewster, 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 three 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 Brewster, 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 Brewster, 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 Brewster, Kansas, this 9th day of September 2008.

ATTEST:  
(S) Daryl Ann Jorgensen  
City Clerk

(SEAL)  
Earnest A. Lehman  
President, Midwest Energy, Inc.

ATTEST:  
Sharon K. Dreher  
Assistant Secretary, Midwest Energy, Inc.

(SEAL)  
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# FREE PRESS SPORTS

## Helping out



DEBBIE SCHWANKE/Colby Free Press

The Colby Community College Trojan men's basketball team assisted Jerry Arensdorf with fertilizing, seeding and raking the American Legion Field at the Colby ball diamonds on Sunday, Sept. 14. Trojan teams are available to help with iother community service projects. Those requesting help from team members can contact the head coach of each sport or call athletic director Ryan Sturdy at the college.

## NOW SHOWING

Sept. 12th to Sept.18th

### STAR WARS THE CLONE WARS

PG  
1 Hour, 40 Min.  
Friday & Saturday 7:00 & 9:00  
Sunday- Thursday 7:00

### DISASTER MOVIE

Starring:  
Kiefer Sutherland  
PG 13 1 Hour, 30 Minutes  
Friday & Saturday 7:00 & 9:00  
Sunday - Thursday 7:00

### Colby Cinema

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www.colbycinema.com

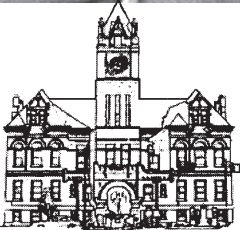


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## Office MANAGER/billing clerk full OR PART-TIME

The Colby Free Press needs an office manager/billing clerk to take a key spot in our front office. This person will do all billing, using a standard bookkeeping program, handle customer calls, direct traffic in our office, co-ordinate customer service, deal with postal issues, work mail, answer phones and generally help run the office. We are looking for someone who likes challenges and knows how to solve problems, work with people and get results. It could be just the job for you. Can be part-time 8-3. Send letter and resume to Steve Haynes, publisher, 155 W. Fifth St., Colby, Kansas. 67701, or s.haynes@nwkansas.com. eoe m/f/h



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