

PUBLIC NOTICES

Norcatour City Telephone Ordinance

Published in The Norton Telegram on November 12 and 19, 2003. (2T)
ORDINANCE NO. 247

A CONTRACT FRANCHISE ORDINANCE GRANTED TO SOUTHWESTERN BELL TELEPHONE, L.P., A TELECOMMUNICATIONS LOCAL EXCHANGE SERVICE PROVIDER PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE CITY OF NORCATOUR.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF NORCATOUR, 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 Norcatour, subject to the provisions contained hereafter. The initial term of this ordinance shall be for a period beginning December 1, 2003, and ending December 1, 2008. 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, 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. "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.

"Public right-of-way" means only the area of real property in which the city has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other nonwire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.

"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, which provides telecommunications local exchange service within the City of Norcatour, Kansas.

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 first year of this contract franchise ordinance, said compensation shall be a sum equal to \$.75 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 \$.75 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 percentage of gross receipts for the following calendar year or that it intends to switch to an access line fee 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 franchise 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: If requested by City, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety, and welfare of the public, SBC Kansas shall remove its facilities from the public right of way or shall relocate or adjust its facilities within the public right of way at no cost to the City. Such relocation or adjustment shall be completed as soon as reasonably possible within the time set forth in any request by the City for such relocation or adjustment. Any damages suffered by the City or its contractors as a result of SBC Kansas' failure to timely relocate or adjust its facilities shall be borne by SBC Kansas.

SECTION 8: Permission is hereby granted to SBC Kansas to trim trees upon and overhanging streets, alleys, sidewalks and public places of said city so as to prevent the branches of such trees from coming in contact with SBC Kansas' facilities, all the said trimming shall comply with all applicable laws, statutes and/or ordinances.

SECTION 9: 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 10: SBC 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 11: 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. Barb Schmittlein Shipman Director-External Affairs 220 E. 6th Street, Room 505 Topeka, Kansas 66603

SECTION 12: 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 13: 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 14: Grantee has entered into this Contract franchise as required by the City and K.S.A. 12-2001. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court of competent jurisdiction, either the

City or Grantee may elect to terminate the entire Contract franchise. In the event a court of competent jurisdiction invalidates K.S.A. 12-2001, and amendments thereto, if Grantee is required by law to enter into a Contract franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract franchise.

SECTION 15: This contract franchise ordinance is made under and in conformity with the laws of the State of Kansas. No such contract franchise shall be effective until the ordinance granting the same has been adopted as provided by law.

Passed by the Council the 20th day of October, 2003.

Approved by the Mayor the 20th day of October, 2003.

(SEAL)
 Doug Dempewolf, Mayor
 ATTEST:
 Chris Dempewolf, City Clerk
 APPROVED AS TO FORM:
 Steven Hirsch, City Attorney

West of the Sixth P.M.; and the Southeast Quarter (SE/4) of Section Eighteen (18), Township Four (4) South, Range Twenty-five (25) West of the Sixth P.M. in Norton County, Kansas.

The above described real estate is being sold as the property of defendant, Leslie W. Vanover, and is directed by said Order of Sale to be sold and will be sold without appraisal to satisfy said Order of Sale. Said real estate will be sold subject to a redemption period as by law in such cases made and provided.

Troy M. Thomson
 Sheriff of Norton County, Kansas
 R. Douglas Sebelius #09157
 SEBELIUS & GRIFFITHS, LLP
 105 South Norton Street
 P.O. Box 10
 Norton, Kansas 67654-0010
 785-877-5143
 Attorney for Plaintiff

Notice of sale for Vanover

Published in Norton Telegram, Wednesday, November 19, 26 and December 3, 2003. (3T)

IN THE DISTRICT COURT OF NORTON COUNTY, KANSAS
 THE BANK, Plaintiff,
 vs.
 LESLIE W. VANOVER, Defendant.

Case No. 98-C-88

NOTICE OF SALE

TO THE ABOVE NAMED DEFENDANTS AND TO ALL PERSONS WHO ARE OR MAY BE CONCERNED:

By virtue of an Order of Sale issued to me out of the District Court of Norton County, Kansas, in the above entitled action, I will on the 17th day of December, 2003, at the hour of 10:00 o'clock A.M. of said day at the front door of the Courthouse in the City of Norton, Norton County, Kansas, offer at public sale and sell to the highest and best bidder for cash in hand, the following described real estate, to-wit:

The East Half of the East Half (E/2 E/2) of Section Nine (9), Township Four (4) South, Range Twenty-five (25) West of the Sixth P.M.; the West Half of the Northwest Quarter (W/2 NW/4) and the North Half of the Southwest Quarter (N/2 SW/4) in Section Ten (10), Township Four (4) South, Range Twenty-five (25) West of the Sixth P.M.; the East Half (E/2) of Section Thirteen (13), Township Four (4) South, Range Twenty-five (25)

Notice of Suit of Divorce

Published in The Norton Telegram on Wednesday, November 5, 12 and 19, 2003. (3T)

IN THE DISTRICT COURT OF NORTON COUNTY, KANSAS
 In the Matter of the Marriage of Linda Montgomery-Renn and Bruce E. Renn,
 Case No. 03-D-93

NOTICE OF SUIT


THE STATE OF KANSAS TO BRUCE E. RENN AND ALL OTHER PERSONS WHO ARE OR MAY BE CONCERNED:

You are hereby notified that a petition has been filed in the District Court of Norton County, Kansas, by Linda Montgomery-Renn praying for absolute Divorce, and you are hereby required to plead to the petition on or before December 12, 2003 in the Court at Norton County Courthouse, Norton, Kansas.

If you fail to plead, judgment and decree will be entered in due course upon the petition.

Linda Montgomery Renn, Petitioner

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Carolyn S. Burtis, Owner/Broker



Yearning for space? Take a look at this 1994, 3 bedroom, 2 bath, 1792 sq. ft. home located in Norcatour. Special features include vaulted ceilings, formal dining room with built-in china hutch, spacious kitchen with oak cabinets, breakfast room and all appliances included. The master bedroom boasts a walk in closet and French doors leading to the master bath. Entertain on the covered, redwood deck. Full basement.
 24x30 Wick detached garage. Large yard perfect for kids, pets and a garden!!

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