

On the Beat

COLBY POLICE Tuesday

12:45 a.m. – Report filed for unattended death.
 3:29 a.m. – Caller reported someone has tampered with his gas between house and meter. Spoke with reporting party. Will call Midwest if a problem will take a report.
 5:08 a.m. – Caller wanted to speak to an officer about management at motel refusing to give money back. Spoke to parties, civil matter.
 6:32 a.m. – Unlocked building at Fike Park.
 8:23 a.m. – Complaint of barking dogs. Contacted owner, he will secure them.
 10:42 a.m. – Walk through at Colby Elementary and Middle

schools
 11:48 a.m. – Caller requested officer in reference to drugs. Report filed.
 12:46 p.m. – Accident at Range and Fourth.
 1:57 p.m. – Spoke to subject about complaint at 3:29 a.m. Officer is to contact reporting party later.
 11:04 p.m. – Secured building at Fike Park.

THOMAS COUNTY SHERIFF Tuesday

9:14 p.m. – Caller reported vehicle stopped on I-70. Everything OK.
 9:28 p.m. – Caller reported female individual west of Levant at County Rds. 7 and S. Report filed for protective custody.

Public Notice

ORDINANCE NO. 1496

A CONTRACT FRANCHISE ORDINANCE GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, 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. 2010 Supp. 12-2001 and amendments thereto, a contract franchise ordinance is hereby granted to Southwestern Bell Telephone Company d/b/a AT&T Kansas ("AT&T Kansas"), a telecommunications local exchange service provider providing local exchange service within the City of Colby, Kansas ("City"), subject to the provisions set forth hereafter. The initial term of this contract franchise ordinance shall be for a period of three (3) years beginning December 1, 2011, and ending November 30, 2014. Thereafter, this contract franchise ordinance will automatically renew for additional one (1) year terms (hereinafter the "renewal term"), unless either party notifies the other party of its intent to terminate the contract franchise ordinance at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this contract franchise ordinance and not as a new contract franchise ordinance or amendment. Pursuant to K.S.A. 2010 Supp. 12-2001(b)(2) under no circumstances shall this contract franchise ordinance exceed twenty (20) years from the effective date of the initial term of the contract franchise ordinance. 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 processed 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. 2010 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 or 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

Protect pets in emergencies

"Can't do much about the weather, but you can change how you to respond to it..."

While that may be familiar advice, it's still good advice, said Pat Payne, faculty member in the College of Veterinary Medicine at Kansas State University, who urges pet owners to include their pets in their personal emergency plan.

When gathering supplies for an emergency, or stocking the storm shelter, Payne suggests including a leash, non-perishable pet food, water, food and water dishes or bowls for pets, medications, a toy or familiar blanket, pet carrier or crate, medical/vaccination records and a photograph that can be used to identify a pet who may become separated from his or her family during an emergency.

Failure to plan may mean that a pet is left to fend for itself, more likely to become separat-

ed from its owners, and less likely to survive a severe storm, flood, excessive heat or other disaster, she said.

Payne, whose veterinary academic expertise focuses on diagnostic medicine and pathobiology, spends her working hours preparing future veterinarians. She also is part of the planning team for an upcoming conference, "Natural Disasters: What About the Animals?"

The Saturday, Sept. 24, conference will review the plight of residents, their pets, assistance dogs and other animals during Hurricane Katrina, and personal experiences during the tornado that struck Greensburg, prior to learning more about how to keep the family, its pets and other animals safe and together when disaster strikes.

The Human-Animal Bond Conference is scheduled from 8 a.m. to 4 p.m., in the Kansas

State University Student Union in Manhattan, with a break for lunch.

The conference is free, but preregistration is required to ensure adequate conference materials. Sessions will be simulcast at the K-State Olathe Campus, and available via webcast at <http://ome.ksu.edu/webcast/human-animal-bond/>.

The conference is recommended for pet owners, staff of pet-related organizations, emergency management professionals, educators, local government officials, all connected with veterinary medicine, students, 4-H and other youth development professionals working with youth and animals.

For registration or information, go to www.vet.ksu.edu/CE/Conference.htm.

Public Notice

Kansas with notification in the event the City renames or renames any streets that would require AT&T Kansas to collect and pay a franchise fee on access lines or gross receipts which prior to the renumbering or renaming of the streets AT&T Kansas would not have been required to collect and/or pay. The City agrees that in the event the City does not provide AT&T Kansas with notice of an annexation or renumbering and/or renaming of the streets, AT&T Kansas shall not be liable to the City for payment of franchise fees on the annexed property or renumbered and/or renamed streets for any time period prior to the City providing the required notice to AT&T Kansas.

SECTION 9: The City agrees that pursuant to K.S.A. 2010 Supp. 12-2001(j) (1), (2) and amendments thereto, that the franchise fee imposed under this contract franchise ordinance must be assessed in a competitively neutral manner, may not unduly impair competition, must be nondiscriminatory and must comply with state and federal law.

SECTION 10: Any required or permitted notice under this contract franchise ordinance shall be made 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 AT&T Kansas shall be delivered by first class United States mail or by personal delivery to:

Southwestern Bell Telephone Company
 d/b/a AT&T Kansas
 Cindy Zapletal
 Director-External Affairs
 1640 Fairchild Avenue, First Floor
 Manhattan, Kansas 66502

SECTION 11: 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 12: Force Majeure. Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond AT&T Kansas' or the City's control.

SECTION 13: AT&T Kansas has entered into this contract franchise ordinance as required by the City and K.S.A. 2010 Supp. 12-2001 and amendments thereto. If any clause, sentence, section, or provision of K.S.A. 2010 Supp. 12-2001 and amendments thereto, shall be held to be invalid by a court of competent jurisdiction, either the City or AT&T Kansas may elect to terminate the entire contract franchise ordinance. In the event a court of competent jurisdiction invalidates K.S.A. 2010 Supp. 12-2001 and amendments

thereto, if AT&T 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.

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SECTION 14: In entering into this contract franchise ordinance, neither the City's nor AT&T 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 AT&T Kansas waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or AT&T 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 AT&T Kansas entering into this contract franchise ordinance.

SECTION 15: The parties agree that in the event of a breach of this contract franchise ordinance by either party, the non-breaching party has the right to terminate the contract franchise ordinance. Prior to terminating the contract franchise ordinance, the non-breaching party shall first serve a written notice upon the breaching party, setting forth in detail the nature of the breach, and the breaching party shall have thirty (30) days thereafter in which to cure the breach. If at the end of such thirty (30) day period the non-breaching party deems that the breach has not been cured, the non-breaching party may take action to terminate this contract franchise ordinance.

SECTION 16: This contract franchise ordinance is made under and in conformity with the laws of the State of Kansas. The contract franchise ordinance shall not be effective until the ordinance granting the same has been adopted as provided by law.

Passed by the Council the 6th day of September, 2011.

Approved by the Mayor the 6th day of September, 2011.

Gary L. Adrian,
Mayor

(SEAL)

ATTEST:
Joni L. Ketchum, City Clerk

APPROVED AS TO FORM:
John D. Gatz, City Attorney

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