

public notice

ORDINANCE NO. 1453
AN ORDINANCE OF THE CITY OF GOODLAND, KANSAS, GRANTING TO S&T COMMUNICATIONS INC., ITS SUCCESSORS, LESSEES AND ASSIGNS, FOR A TERM OF FIVE YEARS, THE RIGHT, AUTHORITY, POWER AND FRANCHISE TO ESTABLISH, CONSTRUCT, ACQUIRE, MAINTAIN, AND OPERATE A COMMUNITY ANTENNAE AND CLOSED CIRCUIT ELECTRONIC SYSTEM WITHIN THE CITY OF GOODLAND, KANSAS, AND ENVIRONS THEREOF, AND TO USE AND OCCUPY THE STREETS AND OTHER PUBLIC PLACES OF THE CITY OF GOODLAND, KANSAS, FOR SUCH COMMUNITY ANTENNAE AND CLOSED CIRCUIT ELECTRONIC SYSTEM, AND REPEALING PAST ORDINANCES IN CONFLICT.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GOODLAND, KANSAS:

Section 1. Definitions. For the purpose of this ordinance, the following terms, phrases, words, abbreviation, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense, words in the plural number include the singular number; provided that the word shall is to be construed as mandatory.

(a) City shall mean the City of Goodland, Kansas a municipal corporation, or its successors, and shall include that which is appropriate to the use of the term in context, the city in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

(b) Commission shall mean the present governing body of the city or any future board constituting the legislative body of the city.

(c) Franchise shall mean and include the right to conduct and operate a community antennae television system within said city subject to the terms and conditions hereinafter stated in the above-captioned ordinance.

(d) Franchisee shall mean the person, firm, or corporation to whom or which a franchise, as hereinabove defined, is granted by the commission under this ordinance, and the lawful successor, transferee, lessee, or assignee of the person, firm or corporation.

(e) Street shall mean any public street, roadway, highway, alley, or other public right-of-way now or hereafter subject to the jurisdiction and regulation of the city as provided by the laws of the State of Kansas, and any subsequent amendments thereof.

(f) Community Antennae Television System hereinafter referred to as CATV System shall mean an electronic system with properties and facilities so constructed or presently existing as to be used for the interception and receipt of electromagnetic radiation, and transmission and distribution of same to subscribers by means of a cable and other related facilities.

(g) Subscriber shall mean any person which receives from the franchisee herein named, the services of the franchisee's CATV System.

(h) Person shall mean any individual or association of individuals, or any firm, corporation or other business organization.

Section 2. Grant of Non-Exclusive Franchise. After a public hearing affording an opportunity to be heard to all interested parties, and after a review of the qualifications of S&T Communications Inc., and its reputation, whether or not it is adequately financed, and technically competent to provide CATV System service to the city, and after determining that the construction arrangements of S&T Communications Inc., are adequate and feasible, there is hereby granted unto S&T Communications Inc., a non-exclusive franchise to construct, erect, operate and maintain a CATV System within said city, and in so doing to use the streets of said city by erection, installing, placing, burying, construction, repairing, replacing, reconstructing, maintaining and retaining in, on, upon, or across any such streets, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to a CATV System, and in addition, so to use, operate and provide for all or part of such facilities by a service offerings obtained from any franchisee or operating utility company providing service within the city.

Section 3. Term of Franchise. The term of the franchise herein granted shall commence on the first day of

the first month next following the date upon which the franchisee herein named accepts and agrees in writing to the terms and conditions set forth in this franchise ordinance and shall continue for a term of five years from said date. Franchisee shall indicate acceptance of this agreement, or lack thereof, by filing accordingly such written indication with the city clerk within 30 days of passing this ordinance. This franchise may be extended upon good faith negotiations for five subsequent terms of three years each by providing written notice to the city of its desire to extend the franchise no later than 180 days prior to the expiration of the initial term for any of the extensions thereof.

Section 4. Standards for Construction of Franchisee's Facilities. Any construction of facilities after the effective date of this ordinance shall comply with the following standards:

(a) The construction of the properties and facilities of said franchisee's CATV System shall conform, at least, to the standard of the National Electrical Code of the National Board of Fire Underwriters or the edition thereof which has been adopted by the city, at the time any such properties and facilities shall be constructed or reconstructed, provided further that said construction shall be in conformance with all laws and regulation of the United States of America and the State of Kansas and the City of Goodland, and any administrative agency thereof, having jurisdiction to regulate the construction of said CATV System.

(b) All transmission and distribution structures, lines and equipment erected, or buried by the franchisee within the city shall be so located as to cause minimum interference with the proper use of streets, easements and swales, sidewalks, alleys or other ways and places.

(c) In case of disturbance caused by the franchisee of any street or paved area, the franchisee shall, at its expense and in a manner approved by the city, replace and restore such street or paved area in as good condition as theretofore existed.

(d) The franchisee shall have the authority to trim trees which are located upon and overhang the public streets and other public ways of said city, so as to prevent the branches of such trees from coming in contact with the franchisee's properties, and the trimming shall be done at all times in a workmanlike manner.

(e) The franchisee shall not place poles or other fixtures where the same will interfere with any existing gas, electric or telephone fixtures, water hydrants or mains, or sewer mains, and all such poles or other fixtures placed in any street shall normally be placed at the outer edge of the sidewalk and inside the curb line, and those placed in alleys shall be placed close to the line of the lot abutting on said alley, and then in such a manner as not to interfere with the usual travel on said streets, alleys and public ways. Prior to any underground construction occurring on any street a permit shall be applied for requesting permission to install such services. Such application shall set forth the route, depth, location of the proposed cable and appurtenances. Upon approval of the permit by the city, the franchisee may commence construction. Underground construction on private property shall not require a permit under the terms and conditions described above.

Section 5. Operating Standards. The franchisee's CATV system shall be constructed, operated and maintained in accordance with the highest accepted standards of the Community Antennae Television industry and applicable city codes and ordinances as now exist, or may hereafter be adopted to insure that the subscriber receives the highest quality of service and shall at all times be in conformance with the FCC rules, regulations and proof of performance test provisions. The franchisee shall maintain an office within the city, which office shall be open during all usual business hours, shall have a listed telephone, and shall be operated so that complaints and request for repair or adjustments may be received at all reasonable times.

Section 6. Additional Standards of Operations. The franchisee shall comply with the following additional standards of operations:

(a) The franchisee shall at all times make and keep full and complete plats, maps and records showing exact location of its facilities located within the streets of the city. A copy of such records shall be kept within the city and available for inspection by the city manager or his designated agent.

(b) The franchisee shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from the street or other public place, any property of the franchisee when lawfully required by the city by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas, or water pipes, or any other type of structures or improvements by the city; but, the franchisee may in all cases have the right of abandonment of its property, subject to city ordinances and approval, if federal or state funds are available to any utility company for the purpose of defraying the cost of any of the foregoing, such funds may be made available to the franchisee at the option of the city if the federal or state regulations permit.

(c) The franchisee shall, on the request of any person holding a building moving permit issued by the city, temporarily raise or lower or remove its wires to permit the moving of building. The expense of such temporary removal, and of raising or lowering of wires shall be paid by the person requesting the same, and the franchisee shall have the authority at its option to require such payment in advance. The franchisee shall be given no less than 48 hours advance notice to arrange for such temporary wire changes.

(d) The franchisee will limit failures to a minimum by locating and

correcting malfunctions promptly, but in no event longer than 24 hours after notice has been given, except said time shall be extended when the performance of this obligation is prevented by an act of God or the same is otherwise made impossible because of circumstances over which the franchisee has no control; and that the franchisee shall provide its subscribers with facilities for receiving request and complaints for service. Should a subscriber have an unresolved complaint regarding cable television operation, the subscriber shall be entitled to file his written complaint with the city manager, who has primary responsibility for the continuing administration of the franchise and procedures for resolving complaints, and thereafter to meet jointly with representative of the franchisee within 30 days to fully discuss and resolve such matters. The franchisee shall notify each subscriber who shall have filed a written complaint of his rights to such a procedure if the complaint is not resolved to satisfaction of subscriber/company within 15 days.

(e) The franchisee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment and connections in, over, above, under, and upon all streets of the franchise area shall be kept and maintained in a safe and suitable condition and in good order and repair.

Section 7. Indemnification of City. It is expressly understood and agreed by and between the city and the franchisee that the franchisee shall protect and hold the city harmless for all claims, action, suits, liability, loss, expense or damage of ev-

ery kind and description, including investigation costs, courts costs, and reasonable attorney's fees, which may accrue to or be suffered or claimed by any persons arising out of the negligence of the franchisee in the ownership, construction, repair, replacement, maintenance and operation of the CATV system, provided the city gives prompt notice of any such claims, actions, and suits, without limitations, in writing. The franchisee shall maintain in full force and effect during the life of any franchise, public liability insurance in an insurance company with a national rating acceptable to the city. The insurances shall be in the sum of not less than \$500,000.00 for personal injury to any one accident and \$500,000.00 for property damage in any one accident. All such insurance may contain reasonable deductible provisions not to exceed \$1,000.00 for any type of coverage and the city shall be named as an additional insured. The city may require that any and all investigation of claims by any person against the city arising out of any use or misuses of privileges granted to the franchisee hereunder shall be made by, or at the expense of the franchisee or its insurer. The franchisee may bring its obligations to carry any insurance now or hereafter carried, by appropriate amendment, endorsement, or otherwise, provided, however, the interest of the city shall be as fully protected thereby as if the franchisee has obtained individual policies of insurance, and the city a named insured in any policy. The policy, or certificate of insurance, will be approved by the city attorney, and filed in the office of the city clerk; the city will receive prior written notice of any intent to cancel insurance by the issuing company.

Section 8. Extensions. The franchisee is hereby authorized to ex-

tend the existing system within the franchise area to the extent such is, or may become economically feasible. The franchisee acknowledges the city from time to time may add or delete land to the city limits by annexation or deannexation to which franchisee is obligated to serve under this franchise, but said obligation to extend service shall only be in the city limits. The obligation shall occur whenever the franchisee shall receive written requests for service from at least 13 subscribers within 1,000 feet of its cable plant and the connection shall be solely for the usual connection and service fees for all subscribers, provided that such extension is technically feasible. The 1,000 feet shall be measured in extension length of franchisee's cable required for service located within the public way or easement and shall include length of necessary service drop to the subscriber's home or premise. No person in the franchisee's service area shall be arbitrarily refused service; but in recognition of the capital costs involved in unusual circumstances, including, without limitations, when the distance from distribution cable to connection of service to subscribers is more than 150 feet or when a subscriber density exists less than the density specified hereinabove, service shall be made available on the basis of costs of materials, labor, and easements, plus ten percent, in order to prevent inequitable burdens on potential cable subscribers in more densely populated areas.

Section 9. Assignments. All provisions of this ordinance shall be binding upon the franchisee and all successors, lessees and assigns of the franchisee whether expressly stated herein or not, however, the

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Sherman County Quarterly Expense Report

SHERMAN COUNTY COMMISSIONERS EXPENDITURES FOR THE MONTHS OF APRIL, MAY, AND JUNE 2001, SECOND QUARTER AS AUTHORIZED BY HOUSE BILL 3211-1980.

SALARIES:

APPRaiser \$31,184.58; HEALTH \$40,784.71; ELECTION \$3,710.75; GENERAL \$214,104.30; SEWER DISTRICT \$652.80; NOXIOUS WEED \$7,122.40; ROAD & BRIDGE \$114,073.85; RURAL FIRE DISTRICT #1 \$4,435.00; SOLDIERS MEMORIAL PARK \$3,841.60; SOLID WASTE \$19,734.19

TOTAL SALARIES: \$439,644.18

EXPENDITURES:

Aardvark Electric \$161.00; Accounts & Reports \$50.00; Advance Ins Co \$1,663.78; Aguilar Tree Service \$1,000.00; Alco \$4.99; Alcorn-Hayden \$50.00; Richard Allaman \$19.50; Alltel \$2,219.47; American Crane \$1,263.26; American Environmental Consulting LLC \$3,784.77; American Fidelity Assurance Co \$565.90; American Red Cross \$53.00; Americo LLC \$24.00; AR Supplies \$1,344.99; Carol Armstrong \$106.71; Raenita Artzer \$75.00; AT&T \$89.67; Aventis Pasteur \$746.35; B&B Electric Inc \$5,382.60; B&K Pumping \$267.50; Dr Baker \$167.00; Barco Municipal Products Inc \$1,069.70; Barton Co Community College \$36.00; Karlin Barton \$192.96; Bateman Funeral Home Co \$400.00; Battery Zone \$540.00; BE&K/Terranex LLC \$11,394.09; Irma Benavides \$31.98; Berry Tractor & Equipment Co \$45.80; Bertolini Valves Inc \$105.82; Best Western \$301.89; Blue Cross/Blue Shield \$50,367.48; Bowman's Heating & Air \$905.00; BRK Brands Inc \$475.00; Brock's North Hill Chapel \$640.00; Brungardt Hower \$1,560.00; Deanna Buhr \$3.90; Bureau for At-Risk Youth \$39.95; Burlington Radiator \$1,074.00; Kevin Butts \$92.42; Janice Calkins \$164.60; Carol Lee Donuts \$13.16; Caterpillar Financial Service Corp \$26,981.49; Cellular One \$49.30; Central Detroit Inc \$772.92; Central Plastics Labs \$1,052.80; Central Publishing Co Inc \$450.00; Certified Labs \$469.27; Channel Publishing Ltd \$117.00; Chief Supply Corp \$172.94; City of Goodland \$5,838.12; City of Kanorado \$8.13; City-Co Recreation \$925.31; Clarica Life Ins Co \$10,500.00; Clawson Auto Supply \$44.89; Cobblestone Floral \$108.50; Colby Community College \$5,256.00; Colby Wrecking Yard \$327.32; Colonial Life & Accident Ins \$381.00; Wayne Comer \$11.81; Comfort Inn \$51.50; Commodity Credit Corp \$10.00; Conoco Inc \$745.79; Conesco Health Ins Co \$435.30; Consortium Inc \$522.76; Continental Analytical Service Inc \$190.00; County Counselors Assoc of Ks \$70.00; Custom Truck & Trailer \$48.16; CWD&K \$35.00; D&D Filter \$447.39; D-C Wholesale Inc \$4,601.12; Rhea Daise \$57.01; Dale Hayden Sprinklers \$30.00; Dan Brenner Ford \$1,269.78; Danko Emergency Equip Co \$1,024.11; Datamaxx Applied Technologies Inc \$600.00; Dependable Glass Inc \$1,731.19; Development Systems Inc \$200.00; Developmental Service of NW Ks Inc \$4,487.58; Dictaphone Corp \$29.00; Stacy Dinkel \$22.00; Barbara Disney \$25.00; Dodge City Community College \$306.00; Marvin Duell \$27.30; Shirley Dupsky \$96.20; Dustrol Inc \$11,100.00; Eagle Cable TV Co \$113.61; Eklund's First Insurance \$760.00; Election Ballots/Miles \$32.65; Enterprise Alexis Inc \$284.49; Extension Office \$3,834.92; Fairfield Inn \$208.20; Fastpro Int'l \$149.50; FGI Print Management \$443.00; Evelyn Finegan \$1,821.50; Finley Motors Inc \$22,688.65; First BankCard \$353.41; First Nat'l Bank \$110,964.24; Fitzgibbon's Inc \$113.10; Fixsen Electronics \$188.25; Chuck Frankenfeld \$98.42; Free Fair \$986.10; Frontier Equity Inc \$33,826.77; Gall's Inc \$494.61; Gambino's Pizza \$49.91; Garden City Community College \$288.00; Glenda Garrett \$16.09; Paula Geist \$47.13; Scott Gilmer \$316.70; GlaxoSmithKline Pharm \$755.35; Goodland Cemetery Assoc \$1,777.44; Goodland Daily News Inc \$657.71; Goodland Greenline Inc \$454.19; Goodland Machine & Auto LLC \$37.00; Goodland Medical Arts Pharmacy \$1,974.88; Goodland Motor Co \$533.55; Goodland Nutrition Project \$84.72; Goodland Postmaster \$102.00; Goodland Public Library \$492.57; Goodland Regional Medical Center \$13,562.83; Goodland Senior Citizens Center \$1,006.22; Goodland Sheet Metal LLC \$3,082.34; Goodland Yost Farm Supply \$362.33; Steve Goodman \$15.00; Gordon N Stowe & Assoc \$237.09; Graber Enterprises Ltd \$499.79; Grass Roots Lawn Service LLC \$233.16; Carol Guyer \$34.65; Hampton Inn \$57.75; Dorendo Harrel \$69.14 Hays Fire Equipment \$149.50; Headsets.Com Inc \$360.90; Health Education Assoc Inc \$135.00; Heartland Sales of Ks \$1,227.60; Helena Chemical Co \$131.00; Hemocue Inc \$78.14; Herl Chevrolet-Buick Inc \$2.50; High Plains Mental Health \$3,364.98; Historical Society \$93.01; Hitchcock Inc \$314.62; Holiday Inn \$658.04; Homestead Nutrition Project \$184.84; Hopkins Medical Products \$106.75; Hospice Services Inc \$1,113.64; Donna Hurd \$3.60; Hutchinson Community

College \$18.00; IACP \$42.00; IKON Office Solutions \$255.50; Infinitec Inc \$1,949.00; IRS \$310.10; IXKS Inc \$45.90; J&J Commodities Transport Inc \$21,217.97; Jacque's Hallmark \$31.50; Mike Jarmin \$19.00; Kenny Jensen \$18.00; Leon Johnson \$36.00; Jackie Jorgensen \$195.00; July 4th Celebration Committee \$500.00; K&K Tree Service \$2,175.00; K-N Communications Service \$1,370.00; Meredith Kaliszewski \$60.69; Kanorado Cemetery Assoc \$197.49; Kanorado Coop Assoc \$70.79; Kanorado Senior Citizens Center \$483.03; Kansasland Tire-Goodland \$2,844.59; Ramona Kashka \$9.37; KDHE Training Fee Fund \$40.00; KEMA \$150.00; Sherry Ketter \$19.38; Bill Knitig \$75.00; Knox Consultant Service \$1,165.50; Yvonne Koehler \$8.76; Krasity's Med/Surg Supply Inc \$104.69; Ks Assoc of Counties \$75.00; Ks Assoc of Mappers \$300.00; Ks Co Clerk/Election Officials Assoc \$100.00; Ks Co Commissioners Assoc \$125.00; Ks Co Treasurer's Assoc \$110.00; Ks Dept of Agriculture \$25.00; Ks Judicial Branch \$21.64; Ks Judicial Council \$290.00; Ks Payment Center \$683.06; Ks Register of Deeds Assoc \$100.00; Ks State University \$47.50; Ks Withholding Tax \$12,388.78; Bob Lamb \$94.49; Lampton Welding Supply Co Inc \$33.10; Larry's Professional 2-way \$959.55; Law Enforcement Targets Co Inc \$30.00; Lawson Products Inc \$213.58; Lenan Corp \$162.05; Crystal Linsner \$6.37; Lockwood Co Inc \$16,988.89; Logan Co Highway Dept \$180.00; Lonny's Quality Auto Body Inc \$1,024.67; Art Lovington \$86.00; Chris Lovington \$45.00; M&M Sales \$206.50; Mal-som Welding & Repair \$180.95; Manhattan Hampton Inn \$383.69; Martin Tractor Co Inc \$2,567.56; Maupin's Truck Parts Inc \$506.06; McClure Plumbing & Heating Inc \$1,279.40; Bob McClure \$106.81; Dr McCullough \$750.00; Mac McGinley \$1,052.00; McKesson General Medical \$737.84; Wm McKnight \$2.76; Karla Meissinger \$104.63; Merck Human Health \$1,513.25; Mary Messamore \$398.95; Midwest Energy Inc \$193.24; Mike Miller \$5,775.00; Rich Miller \$16.62; Shelby Miller \$94.23; Miller's Electronics Corp \$116.81; NAMA \$145.00; Nat'l Assoc of Co Engineers \$100.00; NDF Co \$135.92; Nicom Technology \$217.50; Dr Noordhoek PA \$2,571.50; Norwest Recreation Inc \$113.47; NW Ks Ambulance Service \$6,046.88; NW Ks Area Agency on Aging Inc \$122.65; NW Ks Co Officials \$99.00; NW Ks Planning & Development Commission \$380.00; NW Ks Silvered Haired Legislature \$5.07; Office Works LLC \$139.22; OMB Police Supply \$16.50; Orschelns \$316.99; Overhead Door of NW Ks \$440.67; Ken Palmgren \$13.00; Parts House \$1,828.52; Pawnee Co District Court \$644.50; PDQ Emergency Products \$247.19; Penco Engineering PA \$2,670.00; Peoples Natural Gas \$5,225.88; Stan Pettibone \$56.55; Phillips 66 Co \$247.92; Physicians Reference Lab \$5.80; Burton Pinalto \$145.97; Pitney Bowes Inc \$955.09; Pocket Press Inc \$62.90; Price Truck Line \$206.09; Public Health Foundation \$30.50; Stan Purvis \$732.50; Quill Corp \$561.71; Ramada Inn \$189.39; Rasure Lumber Co \$589.32; Ray's Cafe \$19.25; Reserve Account \$4,112.04; Resource Management Co Inc \$1,245.10; Rhoads Construction Co Inc \$45.00; Janet Rumpel \$210.10; Rural Health Ventures Inc \$425.00; Margaret Russell \$102.93; S&T Telephone \$219.30; Safety-Kleen Corp \$129.15; Salina Blueprint \$100.57; Schaben Industries \$32.14; Scheopner's Water Conditioning Inc \$39.00; Darrell Schrader \$10,319.40; Bonnie Selby \$196.71; Verneita Sellman \$85.00; Share Corp \$324.16; Sherman Co Convention/Visitors Bureau \$13,219.18; Sherman Co Health Dept \$5,763.50; Sherman Co Rural Fire \$260.00; Sherman Co Soil Conservation \$738.99; Sherman Co Treasurer \$21,348.54; Shores Inc \$1,012.82; Scott Showalter \$2,001.25; Melvin Sieck \$10.40; Smith Auto & Truck Parts Inc \$500.00; Sue Smith \$75.00; Southwestern Bell \$10,029.68; Sporer Land Development Inc \$550.00; Strait Associates \$5,600.00; Roger Studer \$102.56; SW Mgmt Fund KDHE \$187.25; Lynn Swayne \$75.00; Swinglok Sprayers Inc \$76.00; Thomas Co Health Dept \$66.00; Thomas Co Treasurer \$914.52; ThyssenKrupp Elevator \$882.42; Topside Office Products Inc \$474.61; Transwest Trucks Inc \$916.68; Tri-Central Office Supply \$300.28; UAP-Timberland LLC \$1,185.00; United Methodist Church \$120.00; United States Welding Inc \$63.75; University of Ks \$20.00; Unum Ins \$1,692.39; Van Diest Supply Co \$2,277.60; Vance Bros Inc \$1,018.55; Vegetation Management Supply Inc \$94.00; Victor L Phillips Co \$1,717.99; Vignery & Mason LLC \$1,198.41; Voice Products Inc \$254.00; VonFeldt, Bauer, VonFeldt Chartered \$14,864.63; W-R Equipment Inc \$1,547.59; Wagner Equip Co \$553.90; Walmart Community \$4,971.11; Perry Warren \$2,500.00; Waste Connections Inc \$28,193.76; Weiss Construction \$1,332.00; Daryl West \$7.12; Western Uniform Inc \$1,042.03; WH Scale Co Inc \$266.61; Doug Whitson \$120.69; Wichita Marriott \$211.55; Tina Wilson \$19.00; Mark Wing \$32.40; Witness Fees \$509.53; Wyeth-Ayerst Labs \$575.90; Xerox Corp \$138.00

TOTAL EXPENDITURES \$640,143.79