

**ORDINANCE NO. 1543**

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 GOODLAND, KANSAS.

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

**SECTION 1.** Pursuant to K.S.A. 2005 Supp. 12-2001, a contract franchise ordinance is hereby granted to Southwestern Bell Telephone L.P. d/b/a AT&T Kansas ("AT&T Kansas"), a telecommunications local exchange service provider providing local exchange service within the City of Goodland, Kansas ("City"), subject to the provisions contained hereafter. The initial term of this contract franchise ordinance shall be for a period of two (2) years beginning September 1, 2006, and ending August 31, 2008. Thereafter, this contract franchise ordinance will automatically renew for additional one (1) year terms, 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. 2005 Supp. 12-2001(b)(2) under no circumstances shall this contract franchise ordinance exceed twenty (20) years from the effective date 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 inter-office 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) non-recurring 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, privateline 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.

**"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 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 five percent (5%) of gross receipts. 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 five percent (5%) of gross receipts; unless the City notifies AT&T 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 AT&T 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. 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, AT&T 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 AT&T Kansas' right to challenge in good faith such requirements as established by the FCC, KCC or other City Ordinance. AT&T Kansas shall also comply with all applicable laws, statutes and/or ordinances, subject to AT&T Kansas' right to challenge in good faith such laws, statutes and/or ordinances.

**SECTION 6:** Nothing herein contained shall be construed as giving AT&T Kansas any exclusive privileges, nor shall it affect any prior or existing rights of AT&T Kansas to maintain a telecommunications system within the City.

**SECTION 7:** AT&T 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 8:** The City agrees to provide AT&T Kansas with notification in the event that it annexes property into the corporate boundaries of the City that would require AT&T Kansas to collect and pay a franchise fee on which prior to the annexation of the property AT&T Kansas was not required to pay a franchise fee. The City agrees to provide AT&T Kansas with notification in the event the City renumbers or renames any streets that would require AT&T Kansas to collect and pay a franchise fee for on which prior to the renumbering or renaming of the streets AT&T Kansas would not have been required to pay a franchise fee. 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 is not liable to the City for payment of franchise fees on the annexation or renumbered and/or renamed streets prior to the City providing notice to AT&T Kansas of such.

**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 AT&T Kansas shall be delivered by first class United States mail or by personal delivery to: Southwestern Bell Telephone L.P. Cindy Zaplet 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 non-compliance 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 AT&T Kansas' or the City's control.

**SECTION 12:** AT&T 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 AT&T 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, 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.

**SECTION 13:** 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 14:** This contract franchise ordinance is made under and in conformity with the laws of the State of Kansas. This ordinance shall take effect and be in force from and after its publication in the Goodland Star News, but not before sixty (60) days after its final passage all pursuant to K.S.A. 12-2001(b)(6). PASSED AND APPROVED by the Governing Body of the City of Goodland, Kansas, on this 5th day of June, 2006.

Rick Billinger, Mayor  
AS TO FORM:  
Jeffery Mason, City Attorney

ATTEST:  
Mary P. Volk, City Clerk

Published in The Goodland Star-News Friday, June 9, 2006.

**THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS**

IN THE MATTER OF THE APPLICATION OF ROSEWOOD RESOURCES, INC. FOR AN ORDER PERMITTING THE DRILLING OF THE BOWMAN #21-08H WELL TO BE DRILLED HORIZONTALLY IN THE NIOBRARA FORMATION, PURSUANT TO K.A.R. 82-3-103a UPON CERTAIN LANDS IN SHERMAN COUNTY, KANSAS

Docket No. 06-CONS-209-CHOR

License No. 33019

Conservation District

**NOTICE OF PENDING APPLICATION**

TO: ALL OIL AND GAS PRODUCERS, UNLEASED MINERAL INTEREST OWNERS, LANDOWNERS, AND ALL PERSONS WHOMSOEVER CONCERNED.

You, and each of you, are hereby notified that ROSEWOOD RESOURCES, INC. has filed an Application before the Kansas Corporation Commission to permit the drilling of a well, known as the Bowman #21-08H well, having a deviation in the well bore exceeding 7 degrees in the Niobara formation upon certain lands in Sherman County, Kansas, at the following surface location:

125' FNL and 1,400' FWL of Section 8, Township 7 South, Range 39 West, Sherman County, Kansas.

The intended bottom hole location of the Bowman #21-08H well at the end of the horizontal portion of said well will be at:

2,180' FNL and 380' FWL of Section 8, Township 7 South, Range 39 West, Sherman County, Kansas.

Any persons who object or protest to such Application shall be required to file their objections or protests with the Kansas Corporation Commission within fifteen (15) days from the date of this publication. If any protests are timely filed, a hearing will be held on Thursday, July 20, 2006, at 10:00 a.m. at the Kansas Corporation Commission, 130 South Market, Room 2078, Wichita, Kansas 67202.

All parties in any way interested or concerned shall take notice of the foregoing and govern themselves accordingly.

ROSEWOOD RESOURCES, INC. 2711 N, Haskell Ave., Suite 2800, LB #22 Dallas, Texas 75204

David E. Bengtson STINSON MORRISON HECKER LLP 150 North Main, Suite 600 Wichita, Kansas 67202-1320 (316) 265-8800 (FAX) 265-1349 Attorneys for Applicant

Published in The Goodland Star-News Friday, June 9, 2006.

**THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS**

IN THE MATTER OF THE APPLICATION OF ROSEWOOD RESOURCES, INC. FOR AN ORDER PERMITTING THE DRILLING OF THE BECKER #21-14H WELL TO BE DRILLED HORIZONTALLY IN THE NIOBRARA FORMATION, PURSUANT TO K.A.R. 82-3-103a UPON CERTAIN LANDS IN SHERMAN COUNTY, KANSAS

Docket No. 06-CONS-210-CHOR

License No. 33019

Conservation District

**NOTICE OF PENDING APPLICATION**

TO: ALL OIL AND GAS PRODUCERS, UNLEASED MINERAL INTEREST OWNERS, LANDOWNERS, AND ALL PERSONS WHOMSOEVER CONCERNED.

You, and each of you, are hereby notified that ROSEWOOD RESOURCES, INC. has filed an Application before the Kansas Corporation Commission to permit the drilling of a well, known as the Becker #21-14H well, having a deviation in the well bore exceeding 7 degrees in the Niobara formation upon certain lands in Sherman County, Kansas, at the following surface location:

125' FNL and 1,400' FWL of Section 14, Township 7 South, Range 39 West, Sherman County, Kansas.

The intended bottom hole location of the Becker #21-14H well at the end of the horizontal portion of said well will be at:

2,400' FNL and 400' FWL of Section 14, Township 7 South, Range 39 West, Sherman County, Kansas.

Any persons who object or protest to such Application shall

be required to file their objections or protests with the Kansas Corporation Commission within fifteen (15) days from the date of this publication. If any protests are timely filed, a hearing will be held on Thursday, July 20, 2006, at 10:00 a.m. at the Kansas Corporation Commission, 130 South Market, Room 2078, Wichita, Kansas 67202.

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Published in The Goodland Star-News Friday, June 9, 2006.

**IN THE DISTRICT COURT OF SHERMAN COUNTY, KANSAS FILED PURSUANT TO CHAPTER 60 OF THE KANSAS STATUTES ANNOTATED**

THE MANGUS FAMILY TRUST DATED JANUARY 18, 1984, by and through its acting trustee, Marlyn Mangus, Plaintiff,

v.

PRESTON MANGUS HAROLD MANGUS, GEORGE MANGUS, RAY MANGUS CLIFFORD MANGUS CLARENCE MANGUS, ALVA MANGUS, DELLA NAGEL, and NAOMI WINDELL, et. al,

Case No. 06 CV 29

**NOTICE OF SUIT**

The State of Kansas to the above named defendants, 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 Sherman County, Kansas, by The Mangus Family Trust Dated January 18, 1984 by and through its acting trustee Marlyn Mangus, plaintiff, praying for an order quieting the title to the following described mineral interests:

Interest in and to an undivided one-half interest in and to all of the oil, gas, and other minerals lying in and under Lots 1 and 2 and the E/2 of the E/2 of Section 19, in Township 8 South, Range 42 West of the 6th P.M., together with the rights of ingress and egress at all times; as reserved in a Warranty Deed recorded in Deed Record No. 45, at page 309 and 310 of the Records of Sherman County, Kansas, said deed filed March 24, 1954.

You are hereby required to plead to said petition on or before the 14th day of July, 2006 in said court, at Goodland, Sherman County, Kansas. Should you fail therein, judgment and decree will be entered in due course upon said petition.

The Mangus Family Trust Dated January 18, 1984 Marlyn Mangus, Trustee and Plaintiff

VIGNERY & MASON L.L.C. 214 E. 10th; P.O. Box 767 Goodland, KS 67735 Telephone: 785-890-6588 Attorney for Trustee and Plaintiff

Published in The Goodland Star-News Friday, June 2, 9 and 16, 2006.

**HIRING FOR 2006 POSTAL POSITIONS**

**AVERAGE PAY \$57,000/YR**

- MIN. STARTING PAY \$18.00/HR.
- FEDERAL BENEFITS
- NO EXPERIENCE NEEDED

**1-800-584-1775**  
REF#P8301