

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) 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, 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 renames 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 Zapletal 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

APPROVED AS TO FORM:
Jeffery Mason,
City Attorney

ATTEST:
Mary P. Volk,
City Clerk

Published in The Goodland Star-News Friday, June 30, 2006.

IN THE DISTRICT COURT OF SHERMAN COUNTY, KANSAS

In the Matter of the Estate of Maurice Donald Kear, deceased

Case No. 06PR19

NOTICE OF HEARING AND NOTICE TO CREDITORS

THE STATE OF KANSAS TO ALL PERSONS CONCERNED: You are hereby notified that on June 23, 2006, a Petition was filed in this Court by Andrew Allen Kear, an heir, devisee and legatee, and one of the co-executors named in the Last Will and Testament of Maurice Donald Kear, deceased, dated June 17, 2005, praying the Will filed with the Petition be admitted to probate and record; Petitioner and Lonny Lee Kear, Jr. be appointed as co-executors, without bond; and be granted Letters Testamentary.

You are required to file your written defenses thereto on or before July 25, 2006, at 10:00 o'clock A.M., in the District Court, Sherman County, Kansas, at which time and place the cause will be heard. Should you fail therein, judgment and decree will be entered in due course upon the Petition.

All creditors are notified to exhibit their demands against the Estate within the latter of four (4) months from the date of first publication of notice under K.S.A. 59-2236 and amendments thereto, or if the identity of the creditor is known or reasonably ascertainable, thirty (30) days after actual notice was given as provided by law, and if their demands are not thus exhibited, they shall be forever barred.

Andrew Allen Kear, Petitioner
SUBMITTED BY:
DINKEL LAW OFFICE, LLC

By:
R. Dean Dinkel - #18899
308 N. Main Street, Suite B
PO Box 117
Sharon Springs, Kansas
67758-0117
(785) 852-4095
Attorney for the Petitioner

Published in The Goodland Star-News Friday, June 30, July 7 and 14, 2006.

IN THE DISTRICT COURT OF SHERMAN COUNTY, KANSAS

Countrywide Home Loans, Inc.,
Plaintiff,

vs.

Charles I. Osborn, et al.,
Defendants.

Case No. 06CV20
K.S.A. 60
Mortgage Foreclosure
Title to Real Estate Involved

NOTICE OF SUIT

THE STATE OF KANSAS to: Charles I. Osborn and Beth L. Osborn 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, Case No. 06CV20 by Countrywide Home Loans, Inc., praying for foreclosure of a mortgage executed by Charles I. Osborn and Beth L. Osborn on 09/25/1997 and recorded in Book 97, Page 710 in the real estate records of Sherman County, Kansas, related to the following property:

LOT 15, BLOCK 1, EASTRIDGE SUBDIVISION OF ACADEMY ADDITION TO THE CITY OF GOODLAND KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

You are hereby required to plead to the Petition on or before July 27, 2006 in the court at Sherman County, Kansas. If you fail to plead, judgment and decree will be entered in due course upon the petition.

Signed:
Michael E. Boyd
Kozeny & McCubbin,
12400 Olive Blvd. Ste 555
St. Louis, MO 63141
(314) 991-0255
Attorney for Plaintiff

Published in The Goodland Star-News Friday, June 16, 23 and 30, 2006.

IN THE DISTRICT COURT OF SHERMAN COUNTY, KANSAS

FILED PURSUANT TO CHAPTER 59 OF THE KANSAS STATUTES ANNOTATED

IN THE MATTER OF THE ESTATE OF MARION TOMSIC, Deceased

Case No. 06PR17

NOTICE TO CREDITORS

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are hereby notified that on the 13th day of June, 2006, a Petition was filed in this Court by Robert N. Tomsic as executor named in the Last Will and Testament of Marion Tomsic, deceased, dated the 6th day of August, 1984, praying that the Will filed with the Petition be admitted to probate and record, the Robert N. Tomsic be appointed as executor without bond and that he be granted Letters Testamentary.

All creditors are notified to exhibit their demands against the estate within four months from the date of first publication of this Notice, as provided by law, and if their demands are not thus exhibited, they shall be forever barred.

Robert N. Tomsic
Petitioner

VIGNERY & MASON L.L.C.
214 E. 10th, P.O. Box 767
Goodland, Kansas 67735
Telephone: 785-890-6588
Attorneys for Petitioner

Published in The Goodland Star-News Friday, June 16, 23 and 30, 2006.



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