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salvage from the structure and apply the proceeds or any necessary portion thereof to pay the cost of removing the structure and making the site safe. Any proceeds in excess of that required to recover the costs shall be paid to the owner of the premises upon which the structure was located.

(d) If the proceeds of the sale of salvage or from the proceeds of any insurance policy in which the city has created a lien pursuant to K.S.A. 40-3901, *et seq.*, and amendments thereto, are insufficient to recover the above stated costs, or if there is no salvage, the balance shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, or shall be assessed as special assessments against the lot or parcel of land on which the structure was located and the city clerk, at the time of certifying other city taxes, shall certify the unpaid portion of the costs to the county clerk and who shall extend the same on the tax rolls of the county against such lot or parcel of land and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and applicable interest has been paid in full.

(e) If there is no salvage material, or if the moneys received from the sale of salvage or from the proceeds of any insurance policy in which the city has created a lien pursuant to K.S.A. 40-3901, *et seq.*, and amendments thereto, are insufficient to pay the costs of the work and the costs of providing notice, such costs or any portion thereof in excess of that received from the sale of salvage or any insurance proceeds may be financed, until the costs are paid, out of the general fund or by the issuance of no-fund warrants. (K.S.A. 12-1755)

Section 12. IMMEDIATE HAZARD. When in the opinion of the governing body any structure is in such condition as to constitute an immediate hazard requiring immediate action to protect the public, the governing body may direct the enforcing officer or his or her authorized representatives to erect barricades or cause the property to be vacated, taken down, repaired, shored or otherwise made safe without delay. Such action may be taken without prior notice to or hearing of the owners, agents, lienholders and occupants. The cost of any action under this section shall be assessed against the property as provided in Section 11. (K.S.A. 12-1756)

Section 13. APPEALS FROM ORDER. Any person affected by an order issued by the governing body under this ordinance may, within 30 days following service of the order, petition the district court of the county in which the structure is located for an injunction restraining the enforcing officer from carrying out the provisions of the order pending final disposition of the case.

Section 14. SCOPE OF ORDINANCE. Nothing in this ordinance shall be construed to abrogate or impair the powers of the courts or of any department of the city to enforce any provisions of its charter or its ordinances or regulations, nor to prevent or punish violations thereof; and the powers conferred by this ordinance shall be in addition to and supplemental to the powers conferred by the constitution, any other law or ordinance. Nothing in this ordinance shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise or to exercise those powers granted specifically by K.S.A. 12-1750:1756.

Section 15. Section 7-601 through Section 7-614 of the Code of the City of Goodland, Kansas, are hereby repealed.

Section 16. This ordinance shall be effective upon its passage and publication once in the official city newspaper.

PASSED AND APPROVED this _____ day of _____, 2006, by the governing body of the City of Goodland, Kansas.

Rick Billinger, Mayor

ATTEST:
Mary P. Volk, City Clerk

Published in The Goodland Star-News Friday, September 8, 2006.

ORDINANCE NO. 1563

AN ORDINANCE ALLOWING THE CITY OF GOODLAND, KANSAS, TO ENTER INTO AN EXTENSION AGREEMENT WITH S & T COMMUNICATIONS, INC., FOR THE PURPOSE OF ALLOWING ADDITIONAL TIME TO FOR PUBLICATION OF THE NEW ORDINANCE TO BECOME EFFECTIVE ON THE EXPIRATION DATE OF THE EXISTING ORDINANCE.

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

Section 1. The City of Goodland, Kansas, hereby declares that it deems it necessary and expedient to enter into an extension agreement with S & T Communications, Inc., for the purpose of extending the time for publication of a new Ordinance to become effective on the expiration date of the existing Ordinance.

Section 2. The Mayor and City Clerk of the City of Goodland, Kansas, are hereby authorized to execute an agreement of extension dated the 15th day of November, 2006, between City of Goodland, Kansas and S & T Communications, Inc., and said agreement and all the provisions therein contained are hereby approved.

PASSED AND APPROVED by the Governing Body of the City of Goodland, Kansas, this 5th day of September, 2006.
CITY OF Goodland, KANSAS

By
Rick Billinger, Mayor
City of Goodland

ATTEST:
Mary P. Volk, City Clerk
City of Goodland

Published in The Goodland Star-News Friday, September 8, 2006.

ORDINANCE NO. 1564

A CONTRACT FRANCHISE ORDINANCE GRANTED TO S & T COMMUNICATIONS INC., 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 S & T Communications, Inc., 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, 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 ap-

proved 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 S & T Communications Inc. 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 S & T Communications Inc. 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, S & T Communications, Inc., 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 S & T Communications' Inc. right to challenge in good faith such requirements as established by the FCC, KCC or other City Ordinance. S & T Communications Inc. shall also comply with all applicable laws, statutes and/or ordinances, subject to S & T Communications Inc. right to challenge in good faith such laws, statutes and/or ordinances.

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

SECTION 7: S & T Communications Inc., 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 S & T Communications Inc., with notification in the event that it annexes property into the corporate boundaries of the City that would require S & T Communications Inc., to collect and pay a franchise fee on which prior to the annexation of the property S & T Communications Inc., was not required to pay a franchise fee. The City agrees to provide S & T Communications Inc., with notification in the event the City rennumbers or renames any streets that would require S & T Communications Inc., to collect and pay a franchise fee for on which prior to the renumbering or renaming of the streets S & T Communications Inc., would not have been required to pay a franchise fee. The City agrees that in the event the City does not provide S & T Communications Inc., with notice of an annexation or renumbering and/or renaming of the streets, S & T Communications Inc., 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 S & T Communications Inc., 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 S & T Communications shall be delivered by first class United States mail or by personal delivery to: General Manager S & T Communications Inc 320 Kansas Ave. Brewster, KS 67732

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 S & T Communications Inc. or the City's control.

SECTION 12: S & T Communications Inc. 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 S & T Communications Inc. 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 S & T Communications Inc. 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 S & T Communications Inc. 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 S & T Communications Inc. waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or S & T Communications Inc. 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 S & T Communications Inc. 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 _____ day of _____, 2006.

Rick Billinger, Mayor

ATTEST:
Mary P. Volk, City Clerk

APPROVED AS TO FORM:
Jeffery Mason. City Attorney

Published in The Goodland Star-News Friday, September 8 and 15, 2006.

ORDINANCE NO. 1565

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) Franchisee 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 electro-magnetic radiation, and transmission and distribution of the 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.