

Public Notices

Telephone franchise

PUBLIC NOTICE
Published in The Oberlin Herald,
Wednesday, October 10, 2007

ORDINANCE NO. 815

A CONTRACT FRANCHISE ORDINANCE GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, A TELECOMMUNICATIONS LOCAL EXCHANGE SERVICE PROVIDER PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE CITY OF OBERLIN, KANSAS.

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

SECTION 1. Pursuant to K.S.A. 2006 Supp. 12-2001, 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 Oberlin, 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 January 1, 2008, and ending December 31, 2009. 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. 2006 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 interface 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. 2006 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 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 remittal period. For the first year of this contract franchise ordinance, said compensation shall be a sum equal to \$.75 per access line percent (.75 %) 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 \$.75 per access line percent (.75 %) 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. 2006 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 access lines or gross receipts 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 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 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: The City agrees that pursuant to K.S.A. 2006 Supp. 12-2001(j)(1) and (2) 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 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
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. 2006 Supp. 12-2001. If any clause, sentence, section, or provision of K.S.A. 2006 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. 2006 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 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 immediately. 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. No such contract franchise ordinance shall be effective until the ordinance granting the same has been adopted as provided by law.

Passed by the Council the 20th day of September, 2007.
Approved by the Mayor the 20th day of September, 2007.

(SEAL)

Joe Stanley, Mayor

ATTEST: APPROVED AS TO FORM:
Deanna M. Castle, City Clerk
Steven Hirsch, City Attorney

Personal Property tax

PUBLIC NOTICE
Published in The Oberlin Herald,
Wednesday, October 3, 10, 17, 2007

NOTICE OF UNPAID PERSONAL PROPERTY TAX WARRANTS: Decatur County Kansas. To Janet Meil, Clerk, District Court and Steve Hirsch, Decatur County Attorney, in compliance with KSA 79-2101 I hereby give notice that the personal property tax warrants listed below have been returned without taxes having been collected. Please commence such proceedings as are necessary for the collection of 2006 taxes.

- 330.14 Alexander, Joseph Glenn
Box 203 Norcatnr KS 67653
- 87.06 Cisney, Richard Allen
PO Box 134
Selden KS 67757-0134
- 120.02 Cozad, Kenneth E RRR 1 Box

- 46 Norcatnr KS 67653
- 31.24 Danley Robert
5454 Hillsborough Drive
Petaluma CA 94954-9553
- 34.92 Diederich, Brenda
511 E. Maple
Oberlin KS 67749
- 46.10 Eithel E Harmon
PO Box 260265
Lakewood CO 80226-0265
- 44.77 Kathka, Steve RRR1 Box 87
Dresden KS 67635
- 36.27 Kathka, Steve RR 1 Box 87
Dresden KS 67635
- 75.22 Leitner, Robb
911 Missouri Ave
McCook NE 69001
- 580.36 Leitner, Robb
911 Missouri Ave
McCook NE 69001
- 63.82 Lisius E.J. PO Box 35631
Tulsa OK 74153-0631
- 28.45 Luther George Arthur
208 Colorado Ave
Pueblo CO 81004-2004
- 219.81 Maltbie, Mary Marjorie
Revoc Trust
9701 Hardtner St
Wichita KS 67212-4626
- 68.23 Mary Marjorie Maltbie
Revoc Trust
9701 Hardtner St
Wichita KS 67212-4626
- 223.63 McKenzie, Jeff
212 N Beaver Ave
Oberlin KS 67749-1829
- 164.29 Suspense Dummy Header
12222 Merit Drive Ste 1500
Dallas TX 75251
- 34.92 Minnick, Nathan 402 E Oak St
Oberlin KS 67749
- 45.00 Morris Paul R
2261 Blake St #6-F
Denver, CO 80205
- 26.06 Morris Paul R
2261 Blake St #6-F
Denver CO 80205
- 469.85 Gerald A Okelly
35446 Cross St
Fruitland FL 34731-6005

Estate of A. Robey

PUBLIC NOTICE
Published in The Oberlin Herald,
Wednesday, Sept. 26, Oct. 3, 10, 2007

IN THE DISTRICT COURT OF DECATUR COUNTY, KANSAS

ALLEN H. ROBEY, Plaintiff, vs. JOHN CLAPPER, and LAURIE MCGUINNIS CLAPPER, and BRADLEY D. WRIDER, and all persons having or claiming to have any right, title, or interest to the property subject to this suit, and the unknown heirs, executors, administrators, devisees, trustees, creditors and assigns of any deceased defendants; the unknown spouses of any defendants; the unknown officers, successors, trustees, creditors, and assigns of any defendants which are existing, dissolved, or dormant corporations; the unknown executors administrators, devisees, trustees, creditors successors, and assigns of any defendants who are or were partners or in partnership; the unknown guardians, conservators and trustees of any defendants who are minors or are under any legal disability; and the unknown heirs, executors, administrators, devisees, trustees, creditors, and assigns of any persons alleged to be deceased, Defendants.

Case No. 2007-LM-61
Pursuant to KSA Chapter 60
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 Decatur County, Kansas, by Allen H. Robey, plaintiff, praying for an order quieting the title to the following described property:

- One 1983 Pontiac Trans Am
Denver CO 80201
- Denmar L Richards
2223 SW Belle Ave
Topeka KS 66614
- Robertson, Evan
RR 2 Box 178
Oberlin KS 67749
- Gorman Tarps
138 E Commercial St
Oberlin KS 67749
- Ruzicka Daniel
20570 West 220th St
Springhill KS 66083
- John Edward Ruzicka
5217 S 157th Circle
Omaha NE 68135
- Sauvage, Veri
201 W Commercial
Oberlin KS 67749
- Wessel, Irene RR 2 Box 41
Oberlin KS 67749
- Wurm, Kevin RRR1 Box 102
Dresden KS 67635
- Wurm, Kevin RR 1 Box 102
Dresden KS 67635
- Yaklich Jeanette Luther

Allen H. Robey, Plaintiff

Prepared by:
Preston A. Pratt #16022
HIRSCH & PRATT, LLP
P.O. Box 296
Oberlin KS 67749
(785) 475-2296

Statement of Ownership, Management, and Circulation UNITED STATES POSTAL SERVICE (All Periodicals Publications Except Requester Publications)

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9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank) Publisher (Name and complete mailing address) Stephen C. and Cynthia Haynes 170 S. Penn, Oberlin, KS 67749-2243 Editor (Name and complete mailing address) Stephen C. Haynes 170 S. Penn, Oberlin, KS 67749-2243 Managing Editor (Name and complete mailing address) Kimberly Davis, 170 S. Penn, Oberlin, KS 67749-2243		
10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)		
Full Name Complete Mailing Address Haynes Publishing Co. 170 S. Penn, Oberlin, KS 67749-2243 Stephen C. and Cynthia Haynes 170 S. Penn, Oberlin, KS 67749-2243		
11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box <input checked="" type="checkbox"/> None		
Full Name Complete Mailing Address First National Bank P.O. Box 570, Goodland, KS 67735		
12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one) The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes: <input type="checkbox"/> Has Not Changed During Preceding 12 Months <input checked="" type="checkbox"/> Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)		
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(2) Free or Nominal Rate In-County Copies Included on PS Form 3541	0	0
(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g. First-Class Mail)	0	0
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e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3), and (4))		
16. Total Distribution (Sum of 15c and 15e)	1950	2002
g. Copies not Distributed (See Instructions to Publishers #4 (page #3))	392	198
h. Total (Sum of 15f and g)	2342	2200
i. Percent Paid (15c divided by 15f times 100)	98%	98%
16. Publication of Statement of Ownership <input type="checkbox"/> If the publication is a general publication, publication of this statement is required. Will be printed in the October 10, 2007 issue of this publication. <input type="checkbox"/> Publication not required.		
17. Signature and Title of Editor, Publisher, Business Manager, or Owner Stephen C. Haynes		Date 10/02/07
I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).		
PS Form 3526, September 2007 (Page 2 of 3)		

Kansas Classified Ad Network

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PUBLIC NOTICE

NOTICE

The burning of vegetation, limbs and other organic material will be permitted (no rubber tires):

Saturday, Oct. 6 through Sunday, Nov. 25

provided adequate safety measures are taken, and being mindful of wind conditions.

By Order of
City Mayor
Joe Stanley

Please Help
Keep Oberlin
LOOKING CLEAN!



Internet tonight

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