

APPENDIX B - FRANCHISES

ORDINANCE NO. 1006

AN ORDINANCE OF THE CITY OF SABETHA, KANSAS, GRANTING TO SABETHA CABLE T.V. SYSTEM, INC., ITS SUCCESSORS, LESSEES, AND ASSIGNS, FOR A TERM OF 20 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 SABETHA, KANSAS, TO RENDER, FURNISH AND SELL COMMUNITY ANTENNAE AND CLOSED CIRCUIT ELECTRONIC SERVICE THEREFROM WITHIN THE CITY OF SABETHA, KANSAS, AND ENVIRONS THEREOF, AND TO USE AND OCCUPY THE STREETS AND OTHER PUBLIC PLACES OF THE CITY OF SABETHA, KANSAS, FOR SUCH COMMUNITY ANTENNAE AND CLOSED CIRCUIT ELECTRONIC SYSTEM.

Section 1. After public hearings affording an opportunity to be heard to all interested parties, and after a review of the qualifications of Sabetha Cable T.V. System, Inc., and after determining that Sabetha Cable T.V. System, Inc., is legally qualified, of good moral character and reputation, adequately financed, and technically competent to provide community antennae television services to the City of Sabetha, Kansas, and after determining that the construction arrangements of Sabetha Cable T.V. System, Inc., are adequate and feasible, there is hereby granted to Sabetha Cable T.V. System, Inc., a corporation duly authorized to do business in the State of Kansas, (hereinafter called the "grantee") and to the grantee's successors, lessees and assigns, pursuant to the authority provided in the city charter of the City of Sabetha, Kansas, for a full term of 20 years from the date hereof, the nonexclusive right, authority, power and franchise to establish, construct, acquire, maintain, and operate a community antennae and closed circuit electronic system within the City of Sabetha, Kansas, (hereinafter called the "city") to render, furnish and sell community antennae and closed-circuit electronic service from such system to the inhabitants of the city and its environs, and to use and occupy the streets and other public places within the corporate limits of the city as the same now exist or may hereafter exist for its community antennae and closed-circuit electronic system, including the right to enter and construct, erect, locate, relocate, repair and rebuild in, on, under, along, over and across the streets, alleys, avenues, parkways, lanes, bridges, easements, rights of way, and other public places of the city, all towers, poles, cables, amplifiers, conduits, and other facilities owned, leased or otherwise used by the grantee for the furnishing of community antennae and closed-circuit electronic service within the city and environs thereof during the continuance of the franchise hereby granted. Grantee acknowledge the city from time to time may add additional land to the city limits by annexation to which grantee is obligated to serve under this franchise; provided, however, that grantee shall not be obligated to construct and provide service in any area where density of homes is less than 50 per strand mile.

Section 2. Any pavements, sidewalks, or curbing taken up or any and all excavations made by the grantee shall be done under the supervision and direction

of the governing body of the city under permits issued for work by the proper officials of the city and shall be made and done in such manner as to give the least inconvenience to the inhabitants of the city and the public generally, and all such pavements, sidewalks, curbing, and excavations shall be replaced and repaired in as good condition as before, with all convenient speed, by and at the expense of the grantee, which shall at all times make and keep full and complete plats, maps, and records showing the exact location of its facilities located within the public ways of the city. The grantee shall not place poles or other fixtures where the same will interfere with any gas, electric or telephone fixtures, water hydrants or mains, and all such poles or other fixtures placed in any street shall 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. No poles shall be set without permission of city commission.

Section 3. It is expressly understood and agreed by and between the grantee and the city that the grantee shall save the city harmless from all loss sustained by the city on account of any suit, judgment, execution, claim or demand whatsoever, resulting from negligence on the part of the grantee in the construction, operation or maintenance of its electronic system in the city, and grantee shall cause to be defended at its own expense all actions that may be commenced against the city by reason of the construction and/or operation of such system. The grantee shall carry public liability and property damage insurance in the sum of \$500,000 for each individual, \$1,000,000 for each accident, and \$500,000 for property damage, with the city named as an additional insured, said insurance to be carried with an insurance company with a recognized national rating acceptable to the city. Said insurance shall always be in an amount so as to fully indemnify the city for damages it may suffer under the Kansas Tort Claims Act or other future similar law. A current certificate of insurance shall be on file with the city clerk at all times. Grantee shall provide Workmen's Compensation Insurance as specified by the laws of Kansas.

Section 4. The grantee shall have the authority to promulgate such rules, regulations, terms and conditions of its business as shall be reasonably necessary to enable the grantee to exercise its rights and perform its services under this franchise and to assure an uninterrupted service to each and all of its customers. The grantee shall have the right and power to fix, charge, collect and receive reasonable rates for community antennae and closed-circuit electronic service furnished within the corporate limits of the city.

Section 5. The city reserves the right of reasonable regulation of the erection, construction or installation of any facilities by the grantee and to reasonably designate where such facilities are to be placed within the public ways and places.

Section 6. The grantee shall, on the request of any person holding a building moving permit issued by the city, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, and of raising or lowering of wires, shall be paid by the person requesting the same, and the grantee shall have the authority to require such payment in advance. The grantee shall be

given no less than 48 hours advance notice to arrange for such temporary wire changes.

Section 7. The grantee shall have the authority to trim trees upon any overhanging streets, alleys, sidewalks, and public places of the city so as to prevent the branches of such trees from coming in contact with the wires and cables of the grantee, all trimming to be done under the supervision and direction of the city and at the expense of the grantee. Grantee shall protect and save harmless the city from any and all claims for damage arising out of the trimming of trees and herein provided.

Section 8. In the event that at any time during the period of this franchise the city shall lawfully elect to alter, or change the grade of, any street, alley or other public way, the grantee, upon reasonable notice by the city, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.

Section 9. The grantee shall, at all times during the life of this franchise, be subject to all lawful exercise of the police power by the city, and to such reasonable regulation as the city shall hereafter by resolution or ordinance provide.

Section 10. In consideration for the rights, privileges and franchise hereby granted, and as compensation to the city for the use of its public ways and places by the grantee, and in lieu of all occupation and license taxes, the grantee shall, on or before the 31st day of January and the 31st day of July of each year in which this franchise is effective, pay to the city a sum equal to three percent of the gross receipts, accompanied by a certified notarized statement, and subscriber account from the sale of community antennae and closed-circuit electronic service within the then existing corporate limits of the city for the preceding six month period ending on the 31st day of December and the 30th day of June, respectively. The term "gross" receipts as applied to sales of basic community antennae and closed-circuit electronic service, as used in this section, shall include basic service sold for domestic or residential consumption, and basic service for commercial or industrial consumption; provided, however, there shall not be included basic service sold to educational institutions not operating for profit, churches and charitable institutions, as such users are construed by the United States Department of Internal Revenue under current revenue acts.

Section 11. The city reserves the exclusive right to terminate this franchise and rescind all rights, powers, privileges and authority herein granted by written notice to the grantee if the grantee has not satisfactorily performed services as set forth in this franchise agreement. Notice of termination shall be as provided in K.S.A. 12-2011. In the event of termination, grantee shall be entitled to recover all property the grantee has installed upon city's right-of-way, thorough-fares and easements.

Section 12. As an inducement to grantee to continue to improve its systems and services offered at all times during the franchise period, the city hereby agrees to give grantee the first opportunity to negotiate a renewal of this franchise agreement with the city after the expiration of the initial franchise period herein

stated. Assuming grantee's operation under this franchise agreement has been satisfactory, and after compliance with applicable rules and regulations of the Federal Communications Commission, the governing body shall give favorable consideration to renewal of this franchise agreement by grantee, if grantee so requests and provides evidence that it can and will provide facilities and services at least equal to other prospective franchisees offering similar services and facilities.

Section 13. The city is the owner of certain utilities, and in order to keep the number of poles to a minimum, hereby consents to the installation of grantee's facilities on poles belonging to it. Such installation shall be made in accordance with the National Safety Code, the electric code of the City of Sabetha, Kansas, and such other safety requirements as may be applicable. As compensation for the use of said poles, grantee will pay the city the sum of \$3 per pole, per year, for each pole to which contact is made. The use of said poles by grantee for the purposes authorized herein shall be subject to inspection by the city, and grantee agrees that it will correct any deficiency or improper condition upon notice from the city of such condition. Grantee's use of said poles shall not vest in grantee any ownership, and its relation shall remain that of renter.

Section 14. This franchise and the rights, privileges, and authority hereby granted shall take effect and be in force from and after final passage hereof, as provided by law, and shall continue in force and effect for a term of 20 years.

Section 15. It shall be the policy of the city to amend this franchise, upon application of the grantee, when necessary, to enable the grantee to take advantage of any developments in the field of transmission of television and radio signals which will afford as an opportunity to more effectively, efficiently or economically serve its customers, and to enable the grantee to conform to the rules and regulations of the Federal Communications as they may be amended from time to time.

Section 16. Upon termination of service to any subscriber the grantee shall promptly remove all its facilities and equipment from the premises of such subscriber upon his request.

Section 17. All ordinances and parts of ordinances in conflict herewith are hereby repealed as of the effective date of this ordinance.

Section 18. All provisions of this ordinance shall be binding upon the grantee and all successors, lessees and assigns of the grantee whether expressly stated herein or not, and all the rights, authorities, powers, grants and privileges secured by this ordinance to the grantee shall be held and inure to the benefit of the grantee and all successors, lessees, and assigns of the grantee.

Section 19. Grantee shall pay reasonable expenses of city in relationship to this contract.
(5-26-81)

ORDINANCE NO. 1143

AN ORDINANCE, GRANTING TO THE KANSAS POWER AND LIGHT COMPANY, (ALSO KNOWN AS KPL GAS SERVICE), A KANSAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE, PRESCRIBING THE TERMS THEREOF AND RELATING THERETO, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT WITH OR IN CONFLICT WITH THE TERMS HEREOF.

Section 1. That in consideration of the benefits to be derived by the City of Sabetha, Kansas, and its inhabitants, there is hereby granted to The Kansas Power and Light Company, a Kansas corporation, hereinafter sometimes designated as company, the company being a corporation operating a system for the transmission of electric current between two or more incorporated cities in the State of Kansas, and also operating a system for the transmission and distribution of natural gas in the State of Kansas, the right, privilege, and authority for a period of 20 years from the effective date of this ordinance, to occupy and use the several streets, avenues, alleys, bridges, parks, parkings, and public places of the city, for the placing and maintaining of pipelines and other equipment necessary to carry on the business of selling and distributing natural gas for all purposes to the city and its inhabitants, and through the city and beyond the limits thereof; to obtain the natural gas from any sources available, and to do all things necessary or proper to carry on the business in the city.

Section 2. As further consideration for the granting of this franchise, and in lieu of any city occupation, license, or revenue taxes, the company shall pay to the city during the term of this franchise five percent of its gross revenue from the sale of natural gas for domestic and commercial purposes; and one percent of its gross revenue from the sale of natural gas for industrial purposes within the corporate limits of the city, such payment to be made monthly for the preceding monthly period.

Section 3. That all mains, services, and pipes which shall be laid or installed under this grant shall be so located and laid as not to obstruct or interfere with any water pipes, drains, sewers, or other structures already installed.

Section 4. Company shall, in the doing of the work in connection with its gas mains, pipes and services, avoid, so far as may be practicable, interfering with the use of any street, alley, avenue, or other public thoroughfare, and where company disturbs the surface of a street, alley, avenue or other public thoroughfare, it shall at its own expense and in a manner satisfactory to the duly authorized representatives of the city, replace such paving or surface in substantially as good condition as before the work was commenced.

Section 5. It is recognized that the natural gas to be delivered hereunder is to be supplied from a pipeline system transporting natural gas from distant sources of supply; and the company, by its acceptance of this franchise as hereinafter provided, does obligate itself to furnish natural gas in such quantity and for such length of

time, limited by the terms hereof, as the sources and the pipelines are reasonably capable of supplying

Section 6. That company, its successors and assigns, in the construction, maintenance, and operation of its natural gas system, shall use all reasonable and proper precaution to avoid damage or injury to persons and property, and shall hold and save harmless the city, the company, its successors and assigns, or its or their agents or servants.

Section 7. That within 10 days from and after the passage and approval of this ordinance, company shall file the same with the State Corporation Commission for the commission's approval.

Section 8. That within 60 days from and after the approval of this ordinance by the State Corporation Commission, company shall file with the city clerk of the city, its unconditional written acceptance of this ordinance. The ordinance shall become effective and in force and shall be and become a binding contract between the parties hereto, their successors and assigns, from and after its passage, approval and publication as required by law, and acceptance by the company.

Section 9. That this ordinance, when accepted as above provided shall constitute the entire agreement between the city and the company relating to this franchise and the same shall supersede and cancel any prior understandings, agreements, or representations regarding the subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written.

Section 10. This franchise is granted pursuant to the provisions of K.S.A. 12-824.

Section 11. That any and all ordinances or parts of ordinances in conflict with the terms hereof are hereby repealed.

Section 12. Should the State Corporation Commission take any action with respect to this franchise ordinance, which could or may preclude The Kansas Power and Light Company from recovering from its customers any cost provided for hereunder, the parties hereto shall renegotiate this ordinance in accordance with the corporation commission's ruling.

(2-27-89)

ORDINANCE NO. 1284

AN ORDINANCE GRANTING SOUTHWESTERN BELL TELEPHONE COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELEPHONE AND TELECOMMUNICATIONS SYSTEM IN THE CITY OF SABBETHA, KANSAS; PRESCRIBING THE TERMS OF SUCH RIGHT AND FRANCHISE; PROVIDING

FOR COMPENSATION FROM SOUTHWESTERN BELL TELEPHONE COMPANY FOR THE RIGHT AND FRANCHISE; AND REPEALING ORDINANCE NO. 644.

Section 1. Authority Granted. In consideration of the benefits to be derived by the city and the inhabitants thereof from the construction, operation and maintenance of a telephone system within the city and the provision of telephone and telecommunications services, the city hereby grants to the telephone company, its successors and assigns, a franchise, which franchise gives the telephone company the right, authority, power, privilege and permission to continue to construct, operate and maintain its telephone lines and other facilities and operate its telephone system and provide telephone and telecommunication services and all business incidental to or connected with the conducting of a telephone business and system in the city (hereinafter franchise). The telephone lines and appurtenances used in or incidental to the provision of telephone and telecommunication services and to the maintenance of a telephone business and system by the telephone company in the city shall remain as now constructed, subject to such changes as may be considered necessary by the city in the exercise of its inherent powers and by the telephone company in the conduct of its business. The franchise granted hereby also gives the telephone company the right, authority, power, privilege and permission to continue to exercise its right to place, remove, construct, and reconstruct, extend and maintain its telephone lines and appurtenances as the business and purposes for which it is or may be incorporated from time to time require along, across, on, over, through, above and under all public streets, avenues, alleys, thoroughfares, and easements dedicated to the public, to the extent permitted by the terms of the easements (hereinafter the public way) as the same from time to time may be established.

Section 2. Franchise Fee; Remittance to City. In consideration of the franchise granted to the telephone company under this ordinance, the telephone company shall pay the city a sum equal to five percent of its gross revenues, less uncollectibles, from recurring local exchange services rendered wholly within the corporate limits of the city. The franchise fee shall be paid quarterly within 60 days after the end of each calendar quarter ending March 31, June 30, September 30 and December 31, commencing with the calendar quarter ending March 31, 1996. For example, the first payment under this ordinance will pertain to the calendar quarter ending March 31, 1996 and will be made on or about May 31, 1996. Payments pertaining to subsequent calendar quarters will be made in the same manner with the final payment pursuant to this ordinance taking place on February 28, 2001 unless the ordinance is renewed in accordance with Section 3 below.

For purposes of this ordinance, recurring local exchange services shall mean only the following: recurring local basic exchange service (business and residence), TouchTone calling, Optional calling services, recurring local exchange service for semi-public and private coin (less commissions), local directory assistance (411), line status verification/busy interrupt, and local operator assistance. If during the term of this ordinance telephone company offers additional services of a wholly local nature which if in existence at the effective date of this ordinance would have been included with the definition of recurring local exchange services, such services shall be included within recurring local exchange services, from the date of the offering of such services in city for the remaining term of this ordinance. Telephone

company and city agree that all other services, including, but not limited to, all nonrecurring services, extended area services, nonregulated services, carrier and end user access, long distance and all other services not wholly local in nature are excluded from recurring local exchange services. Telephone company and city agree that gross revenues from recurring local exchange services shall be reduced by bad debt expenses and uncollectibles and further agree that franchise fees collected and late charges shall not be included within gross revenues from recurring local exchange services.

The payments provided for herein shall be in lieu of all other licenses, charges, fees or impositions (other than the usual general or special ad valorem taxes) which might be imposed by the city for the privilege of operating a telephone system within the city. This agreement may be terminated by the telephone company if authority to collect the amounts of such payment from its customer shall be removed, canceled, or withheld by legislative, judicial or regulatory act. Telephone company shall also have the privilege of crediting such sums payable with any unpaid balance due the telephone company for telephone and telecommunications services rendered to city.

Section 3. Term The initial term of this franchise shall be for a period beginning on the effective date of this ordinance and ending on December 31, 2000. The provisions hereof shall be automatically extended for successive terms of five years duration, unless prior to four months before the expiration of the initial term or of any successive term, written notice is given by one party to the other of its intention to terminate the franchise at the expiration of the then current term.

Section 4. Inspection of Books and Records. The city shall have access to and the right to examine, at all reasonable times, all books, receipts, files, records and documents of the telephone company necessary to verify the correctness of the gross revenues and to correct same, if found to be erroneous. If the gross revenues are found to be incorrect, then payment shall be made upon a corrected statement within a reasonable time.

Section 5. Placement of Poles and Structures. All necessary utility poles and other structures shall be placed and constructed in a manner so as not to interfere with the use of streets and alleys. Telephone company shall restore any area where poles or other structures are erected to a condition, as is reasonable under the circumstances, similar to that which existed before such work was done.

Section 6. Public Right-of-Way. The telephone company, at its expense, shall take reasonable steps to protect, support, temporarily disconnect, or relocate along, under, or over any public way, or remove from any public way, any equipment or facilities when reasonably required by the city by reason of traffic conditions, public safety, street excavation, freeway or street construction, change or establishment of street grade, installation of sewers, drains, water pipes, or any other type of structures or improvements by the city.

Section 7. Temporary Moving Operations. The telephone company on the request of any applicant shall remove or raise or lower its wires temporarily to permit the moving of houses or other structures. The expense of such temporary removal,

raising, or lowering of wires shall be paid by the party or parties requesting the same and the telephone company may require such payment in advance. The telephone company shall be given not less than 15 days written notice from the applicant detailing the time and location of the moving operations, and not less than 24 hours advance notice from the applicant advising of the actual operation.

Section 8. Excavations. For the purpose of carrying into effect the privileges granted herein, the telephone company is authorized to make all necessary excavations in the streets, alleys, sidewalks, and public grounds within the corporate limits of the city, but such excavations shall be performed with as little interference or inconvenience to the rights of the public as is reasonably feasible.

Section 9. Tree Maintenance. Permission is hereby granted to the telephone company to trim trees upon and overhanging in the public way of the city so as to prevent branches of such trees from coming in contact with the wires and cables of the telephone company. Except in cases of emergencies, telephone company will provide reasonable notice to city of such trimming. For purposes of this ordinance, an emergency exists if any portion of a tree or other vegetation is in contact with telephone company's wires or cables.

Section 10. Non-Exclusive Franchise. Nothing herein contained shall be construed as giving to the telephone company any exclusive privileges, nor shall it affect any prior or existing rights of the telephone company to maintain a telephone system within city.

Section 11. Indemnification of City. The telephone company shall indemnify and defend the city, its boards, commissions, officers, agents and employees, and city's public agencies and their members, officers, agents, and employees against any and all liabilities for injury to or death of any person or any damage to property caused by the acts of the telephone company, its officers, agents, or employees in the exercise of its rights pursuant to this ordinance, provided telephone company shall have been notified in writing of any such claim against the city and shall have been given adequate opportunity to defend the same.

Section 12. Indemnification of Telephone Company. The city shall indemnify and defend the telephone company, its officers, directors, affiliates, parents, directors, agents, servants, and employees against any and all liabilities for injury to or death of any person or any damage to property caused by the acts of the city, its officers, agents, servants or employees, provided city shall have been notified in writing of any such claim against the telephone company and shall have been given adequate opportunity to defend the same.

Section 13. Competitive Neutrality. This franchise is not intended to create any competitive advantage or disadvantage for the telephone company in the provision of telecommunications services. Recognizing that the field of telecommunications is rapidly changing in the areas of regulation, technology, financing, marketing, and law, the following provisions are established for review and re-negotiation of the franchise hereby granted:

(a) In the event that city grants a franchise to any other entity and subsequent to the effective date of this franchise such entity provides telecommunications services comparable to those services provided by telephone company under this franchise and such franchise requires less compensation to be paid by that entity to the city than is required under this franchise, the parties shall re-negotiate the provision of this franchise pertaining to compensation with the intent that the level of compensation required by this ordinance shall be reduced to the level of compensation required by the competitor's franchise.

(b) In the event that the city grants a franchise to any other entity and subsequent to the effective date of this franchise such entity provides telecommunications services, where such services are provided in whole or part by the telephone company and where such franchise does not require compensation to the city for any services substantially similar to the services covered by this franchise, the parties shall re-negotiate the provision of this franchise pertaining to compensation with the intent that the telephone company shall not be required to pay compensation for such services.

(c) Upon an event contained in subsection (a) or (b), either the city or the telephone company may request in writing that this ordinance be amended.

(d) In the event of a change in federal or state law materially affecting the provisions of this franchise and upon the written request of either the city or the telephone company specifying the provisions so affected, the parties agree to meet in a timely manner and review the affected provisions. Nothing in this subsection shall be construed as requiring either the city or the telephone company to negotiate a new franchise or modify or extend an existing franchise.

(e) Upon the re-negotiation of any provisions of this franchise under this section, this franchise shall be amended in the manner provided by law.

Section 14. Attachment to Poles. Nothing in this ordinance shall be construed to require or permit any telephone, electric light or power wire attachments by either the city or telephone company on the poles of the other. If such attachments are desired by the city or telephone company, then a separate noncontingent agreement shall be prerequisite to such attachments.

Section 15. Non-Exclusive Privilege. Nothing herein shall be construed as giving the telephone company any exclusive privileges, nor shall it affect any prior or existing rights of the telephone company to maintain a telecommunications system within the city.

Section 16. Severability. This ordinance is passed pursuant to the laws of the State of Kansas relating to the granting of such rights and privileges by the city. If any article, section, sentence, clause, or phrase of this ordinance is for any reason held illegal, invalid, unenforceable, or unconstitutional, such invalidity shall not affect the validity of the ordinance or any of the remaining portions.

Section 17. Repeal of Ordinance. Ordinance No. 5644 is hereby expressly repealed and all other ordinances and agreements and parts of ordinances and agreements relating to the telephone company's operation of a telephone system within the city are hereby repealed.

Section 18. Reservation of Rights. The city, in its exercise of police powers, reserves the right to enforce reasonable regulations over facilities placed in the public way.

Section 19. Federal/State Regulation. Whenever any Kansas state law or federal law shall be in conflict with and supersedes any provision of this ordinance, then so long as such law remains in effect, such ordinance provisions shall stand suspended and be of not force and effect and telephone company shall not be required to comply with such provisions.

Section 20. Effective Date; Acceptance by Telephone Company. This franchise is granted pursuant to the provisions of K.S.A. 12-2001, and shall take effect and be in force as therein; provided, however, that this ordinance shall not take effect until the terms and provisions of this ordinance have been accepted by the telephone company. When so accepted, this ordinance and such acceptance shall constitute a contract between the city and the telephone company, subject to the laws of the State of Kansas.

(12-18-96)

ORDINANCE NO. 1286

**Ordinance of the City Commission of
Sabetha, Kansas
Approving the Franchise Transfer of
Empire Cable of Kansas, Inc.**

Whereas, on May 26, 1981, the City of Sabetha, Kansas approved and adopted Ordinance No. 1006, granting a franchise to establish construct, acquire, maintain and operate a community antenna enclosed-circuit electronic system within the City of Sabetha, Kansas, to Sabetha Cable TV System, Inc., its successors, lessees, and assigns; and

Whereas, Sabetha Cable TV assigned all of its right, title, and interest in and to the franchise held by it from the City of Sabetha, Kansas, granted in Ordinance No. 1006, dated May 26, 1981, to its sole shareholder, Tex-Kan Cable TV, Inc.; and

Whereas, Tex-Kan Cable TV, Inc., assigned all of its right, title and interest in and to the franchise held by it from the City of Sabetha, Kansas granted in Ordinance No. 1006 dated May 26, 1981, to Cardiff Cablevision, Inc.; and

Whereas, Cardiff Cablevision, Inc., assigned all of its right, title and interest in and to the franchise held by it from the City of Sabetha, Kansas granted in Ordinance No. 1006 dated May 26, 1981, to Empire Cable of Kansas, Inc.; and

Whereas, Empire Cable of Kansas, Inc. has notified the City of Sabetha, Kansas of the sale of its cable television properties to Galaxy Telecom, L.P., d/b/a/ Galaxy Cablevision, and assignment of the franchise agreement.

Now, Therefore, be it ordained by the city commission to approve and accept the proposed assignment of the franchise agreement to Galaxy Telecom, L.P., d/b/a/ Galaxy Cablevision.

This approval shall in no way affect or diminish the liability or responsibility of Empire Cable of Kansas, Inc., its successors or assigns, and such assignment is approved subject to all of the rights, restrictions, limitations and liabilities as contained in Ordinance No. 1006 dated May 26, 1981.

Be it further ordained by the city commission that the city clerk is authorized and directed to accept on behalf of the city the duly executed written assignment of the franchise in accordance with this ordinance to be filed with the office of the city clerk by Galaxy Telecom L.P., d/b/a/ Galaxy Cablevision within 90 days after such assignment.

(1-15-96)