

ORDINANCE NO. 285

AN ORDINANCE GRANTING A FRANCHISE BY THE CITY OF SOUTH HAVEN, COUNTY OF SUMNER, KANSAS TO ATMOS ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO FURNISH, SELL AND DISTRIBUTE GAS TO THE CITY AND TO ALL PERSONS, BUSINESSES AND INDUSTRIES WITHIN THE CITY AND THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH SAID CITY ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL AND DISTRIBUTE GAS TO THE CITY AND TO ALL PERSONS, BUSINESSES AND INDUSTRIES WITHIN THE CITY AND IN THE TERRITORY ADJACENT THERETO AND THE RIGHT TO MAKE REASONABLE USE OF ALL STREETS AND OTHER PUBLIC PLACES AS MAY BE NECESSARY, AND FIXING THE TERMS AND CONDITIONS THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SOUTH HAVEN, SUMNER COUNTY, KANSAS:

ARTICLE I
Definitions

For the purpose of this franchise, the following words and phrases shall have the meaning given in this Article. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this Article shall be given their common and ordinary meaning.

1.1 "Governing Body" refers to and is the governing body of the City of South Haven.

1.2 "Company" refers to and is Atmos Energy Corporation and its successors and

of the City of South Haven.

ARTICLE II
Grant of Franchise

2.1 Grant of Franchise. The City hereby grants to the Company, for the period specified and subject to the conditions, terms and provisions contained in this Ordinance, the right to furnish, sell and distribute gas to the City and to all persons, businesses and industries within the City, the right to acquire, construct, install, locate, maintain, operate and extend into, within and through the City all facilities reasonably necessary to provide gas to the City and to all persons, businesses and industries within the City and in the territory adjacent thereto; and the right to make reasonable use of all streets and other public places as may be necessary to carry out the terms of the Ordinance.

2.2 Term of Franchise. The term of this franchise shall be for a period of Twenty (20) years, beginning sixty (60) days from the date of its final passage.

2.2 Term of Franchise. The term of this franchise shall be for a period of five (5) years, beginning sixty (60) days from the date of its final passage and approval; provided, this franchise and all rights and privileges herein provided shall be extended for three (3) successive periods of five (5) years unless the City by notice given to the Company and by Ordinance duly enacted and approved at least ninety (90) days before the end of each such term of five (5) years, shall declare such termination effective.

ARTICLE III

4.1 Conduct of Business. The Company may establish, from time to time, such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Company to exercise its rights and perform its obligations under this franchise; provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the laws of the state of Kansas.

4.2 Tariffs on File. The Company shall keep on file in its nearest office copies of all its tariffs currently in effect and on file with the KCC. Said tariffs shall be available for inspection by the public.

4.3 Compliance with KCC Regulations. The Company shall comply with all rules and regulations adopted by the KCC.

4.4 Compliance with Company Tariffs. The Company shall furnish gas within the City to the City and to all persons, businesses and industries within the City at the rates and under the terms and conditions set forth in its tariffs on file with the KCC.

4.5 Applicability of Company Tariffs. The City and the Company recognize that the lawful provisions of the Company's tariffs on file and in effect with the KCC are controlling over any inconsistent provision in this franchise dealing with the same subject matter.

ARTICLE V

Construction, Installation & Operation of Company Facilities

5.1 Location of Facilities. Company facilities shall not interfere with the City's water mains, sewer mains or other municipal use of streets and other public places.

Company facilities shall be located so as to cause minimum interference with public use of streets and other public places and shall be maintained in good repair and condition. The Governing Body acknowledges that as of the date of this Ordinance, the Company and its facilities are in compliance with the provisions of this Section 5.1.

5.2 Excavation and Construction. All construction, excavation, maintenance and repair work done by the Company shall be done in a timely and expeditious manner that minimizes the inconvenience to the public and individuals. All such construction, excavation, maintenance and repair work done by the Company shall comply with all applicable state and federal codes. All public and private property whose use conforms to restrictions in easements disturbed by Company construction or excavation activities shall be restored as soon as practicable by the Company at its expense to substantially its former condition. The Company shall comply with the City's requests for reasonable and prompt action to remedy all damage to private property adjacent to streets or dedicated easements where the Company is performing construction, excavation, maintenance or repair work. The City reserves the right to restore property and remedy damages caused by Company activities at the expense of the Company in the event the Company fails to perform such work within a reasonable time after notice from the City.

5.3 Relocation of Company Facilities. If at any time the City requests the Company to relocate any distribution gas main or service connection installed or maintained in streets or other public places in order to permit the City to change street grades, pavements, sewers, water mains or other City works, such relocation shall be made by the

any franchise fees to City based upon gross revenues derived by Company from the sale and distribution of natural gas to customers within the annexed area until City delivers an Annexation Notice to Company in accordance with the terms hereof.

5.5 Restoration of Service. In the event the Company's gas system, or any part thereof, is partially or wholly destroyed or incapacitated, the Company shall use due diligence to restore its system to satisfactory service within the shortest practicable time.

5.6 Supply and Quality of Service. The Company shall make available an adequate supply of gas to provide service in the City. The Company's facilities shall be of sufficient quality, durability and redundancy to provide adequate and efficient gas service to the City.

5.7 Safety Regulations by the City. The City reserves the right to adopt, from time to time, reasonable regulations in the exercise of its police power which are necessary to ensure the health, safety and welfare of the public, provided that such regulations are not destructive of the rights granted herein. The Company agrees to comply with all such regulations, in the construction, maintenance and operation of its facilities and in the provision of gas within the City.


5.8 Inspection, Audit and Quality Control. The City shall have the right to inspect, at all reasonable times, any portion of the Company's system used to serve the City and its residents. The City also shall have the right to inspect and conduct an audit of Company records relevant to compliance with any terms of this Ordinance at all reasonable times at Company's principal offices where said records are kept and maintained. The

Read and passed by the Governing Body of the City of South Haven, Kansas at a regular meeting, on the first (1st) reading, on the 7 day of August, 2006.

ATTEST:


THE CITY OF SOUTH HAVEN, KANSAS

By: 
City Clerk

By: 
Mayor

ATTEST:

THE CITY OF SOUTH HAVEN, KANSAS

By: 
City Clerk

By: 
Mayor

DATE OF PUBLICATION: August 22, ~~2~~, 2006.

ACCEPTANCE

ORDINANCE NO. 285

WHEREAS, the governing body of the City of South Haven, Kansas did on the 7TH day of August, 2006, adopt and pass Ordinance No. 285 entitled:

AN ORDINANCE GRANTING A FRANCHISE BY THE CITY OF SOUTH HAVEN, COUNTY OF SUMNER, KANSAS TO ATMOS ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO FURNISH, SELL AND DISTRIBUTE GAS TO THE CITY AND TO ALL PERSONS, BUSINESSES AND INDUSTRIES WITHIN THE CITY AND THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH SAID CITY ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL AND DISTRIBUTE GAS TO THE CITY AND TO ALL PERSONS, BUSINESSES AND INDUSTRIES WITHIN THE CITY AND IN THE TERRITORY ADJACENT THERETO AND THE RIGHT TO MAKE REASONABLE USE OF ALL STREETS AND OTHER PUBLIC PLACES AS MAY BE NECESSARY, AND FIXING THE TERMS AND CONDITIONS THEREOF.

and

WHEREAS, said Ordinance was duly signed by the Mayor of said City of South Haven, Kansas, and the seal of said City affixed and attested thereto by the City Clerk of the said City, and said Ordinance was duly published according to law, and

WHEREAS, said Ordinance further provides that it should be in full force and effect sixty (60) days from the date of its final passage.

NOW, THEREFORE, in compliance with the terms of said Ordinance so enacted and approved and attested,

Atmos Energy Corporation, for itself, its trustees, successors and assigns, hereby accepts Ordinance No. 285 and all rights and privileges therein granted, passed by the City Council of the City of South Haven, Kansas, on the 7TH day of August, 2006, and files this its written acceptance with the City Clerk of the City of South Haven.

Dated this 22ND day of August, 2006.

ATMOS ENERGY CORPORATION

By: [Signature]
Gary L. Schlessman
President (Colorado-Kansas Division)

Acceptance filed in the office of the City Clerk of South Haven, Kansas, this 28 day of August, 2006.

By: [Signature]
City Clerk

THE CITY OF SOUTH HAVEN, KANSAS

RESOLUTION NO. 2-2006

RESOLUTION CERTIFYING LEGAL AUTHORITY TO APPLY FOR THE
2007 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM FROM THE KANSAS DEPARTMENT OF COMMERCE AND AUTHORIZING
THE MAYOR TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City of South Haven, Kansas is a legal governmental
entity as provided by the laws of the State of Kansas, and

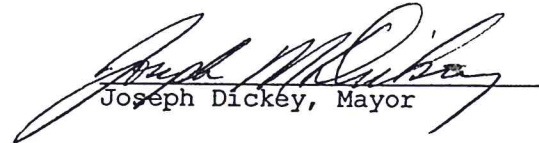
WHEREAS, the City of South Haven, Kansas, intends to submit an
application for assistance from the 2007 Community Development Block
Grant Program.

The Applicant hereby certifies that the City of South Haven, Kansas, is
a legal governmental entity under the status of the laws of the State of
Kansas and thereby has the authority to apply for assistance from the
2007 Kansas Small Cities Community Development Block Grant Program.

The Applicant hereby authorizes the Mayor of the City of South Haven,
Kansas, to act as the applicant's official representative in signing and
submitting an application for the assistance to the 2007 Community
Development Block Grant Program.

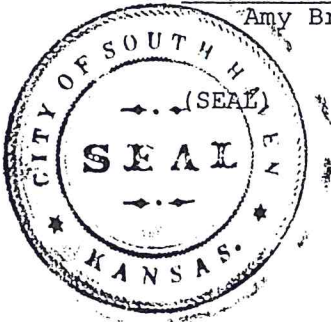
The Applicant hereby dedicates \$ 778,140.80 in Cash Funds (Rural
Development Loan/Grant) towards this project and \$ 0.00 in
in-kind material and/or labor for same.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF SOUTH HAVEN, KANSAS, THIS
9th DAY OF August, 2006.


Joseph Dickey, Mayor

ATTEST:


Amy Brown, City Clerk



RESOLUTION NO. 3-2006

A RESOLUTION ASSURING THE KANSAS DEPARTMENT OF COMMERCE THAT FUNDS WILL BE CONTINUALLY PROVIDED FOR THE OPERATION AND MAINTENANCE OF THE WATER SYSTEM TO BE FINANCED WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

WHEREAS, the City of South Haven, Kansas is applying for Small Cities Community Development Block Grant funds under the Community Improvement Category, as administered by the Kansas Department of Commerce; and

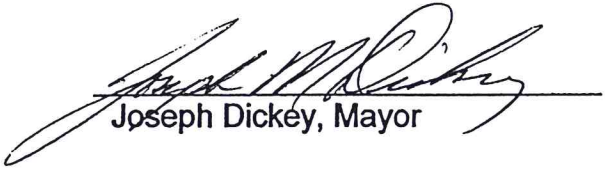
WHEREAS, the City of South Haven wishes to utilize this funding for the purpose of constructing a Water System as described in the Community Development Block Grant application submitted to the Kansas Department of Commerce; and,

WHEREAS, the City of South Haven has determined that the annual operation and maintenance costs of the Water System are anticipated to be approximately \$ 66,413.21 (including debt repayment); and

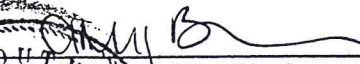
WHEREAS, the annual Water Utility Budget has been determined to be adequate to fund the operation and maintenance of the Water System.

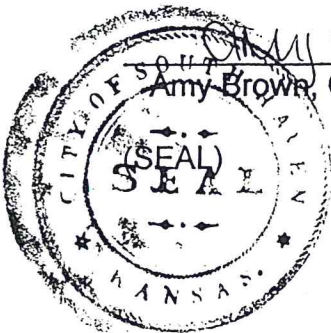
NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City of South Haven, Kansas, hereby assures the Kansas Department of Commerce that sufficient funds will be provided for the continued operation and maintenance of the above described Water System; that these operation and maintenance costs will be reviewed annually; and that the Water Utility Budget will be adjusted, when necessary, to reflect and cover any increase in costs.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF SOUTH HAVEN, KANSAS, THIS 9th DAY OF August, 2006.


Joseph Dickey, Mayor

ATTEST:


Amy Brown, City Clerk



RESOLUTION NO. 4-2006

Residential Anti-Displacement and Relocation Plan
Under Section 104(d) of the
Housing and Community Development Act of 1974, As Amended

The City of South Haven will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low-moderate-income housing as a direct result of the activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City of South Haven will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104(d) replacement dwelling unit will remain low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The City of South Haven will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.


Consistent with the goals and objectives of activities assisted under the Act, the City of South Haven will take the following steps to minimize the displacement of persons from their homes:

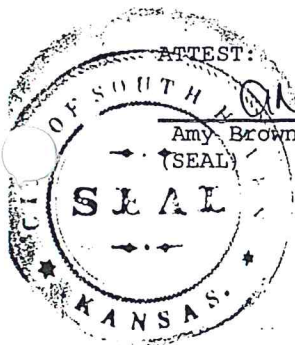
Based on initial review, the City of South Haven will not have any displacement with this project, but will comply with the regulations should the situation arise.

As chief elected official of the City of South Haven, I hereby certify that the above plan was officially adopted by the City of South Haven on the 9th day of August, 2006.


Joseph Dickey, Mayor

ATTEST:


Amy Brown, City Clerk



Ordinance No. 286

An ordinance regulating the growth of weeds within the city limits of the City of South Haven, Kansas; and repealing Ordinance No. 264, an ordinance to control the growth of weeds.

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

Section 1. WEEDS TO BE REMOVED. It shall be unlawful for any owner, agent, lessee, tenant, or other person occupying or having charge or control of any premises to permit weeds to remain upon said premises or any area between the property lines of said premises and the centerline of any adjacent street or alley, including but not specifically limited to sidewalks, streets, alleys, easements, rights-of-way and all other areas, public or private. All weeds as hereinafter defined are hereby declared a nuisance and are subject to abatement as hereinafter provided.

Section 2. DEFINITIONS. Weeds as used herein, means any of the following:

- (a) Brush and woody vines shall be classified as weeds;
- (b) Weeds and grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property;
- (c) Weeds which bear or may bear seeds of a downy or wingy nature.
- (d) Weeds which are located in an area which harbors rats, insects, animals, reptiles, or any other creature which either may or does constitute a menace to health, public safety or welfare;
- (e) Weeds and grasses on or about residential property which, because of its height, has a blighting influence on the neighborhood. Any such weeds and indigenous grasses shall be presumed to be blighting if they exceed 12 inches in height.

Section 3. PUBLIC OFFICER; NOTICE TO REMOVE. (a) The city council of the City of South Haven shall designate a public officer and authorized assistant to be charged with the administration and enforcement of this article. The public officer (City Maintenance Manager) or authorized assistant (City Clerk) shall give written notice to the owner, occupant or agent of such property by certified mail, return receipt requested, or by personal service, to cut or destroy weeds; provided, however, that if the property is unoccupied and the owner is a nonresident, such notice shall be sent by certified mail, return receipt requested, to the last known address of the owner.

Such notice shall only be given once per calendar year.

(b) The notice to be given hereunder shall state:

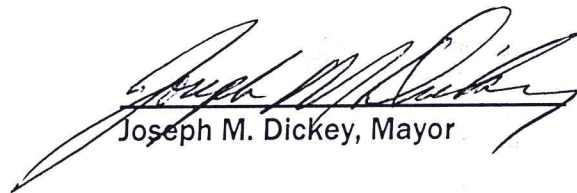
- (1) that the owner, occupant or agent in charge of the property is in violation of the city weed control law;
- (2) that the owner, occupant or agent in control of the property is ordered to cut or destroy the weeds within 10 days of the receipt of the notice;
- (3) that the owner, occupant or agent in control of the property may request a hearing before the governing body or its designated representative within five days of the receipt of the notice or, if the owner is unknown or a nonresident, and there is no resident agent, 10 days after notice has been published by the city clerk in the official city newspaper;
- (4) that if the owner, occupant or agent in control of the property does not cut or destroy the weeds or fails to request a hearing within the allowed time the city or its authorized agent will cut or destroy the weeds and assess the cost of the cutting or destroying the weeds, including a reasonable administrative fee, against the owner, occupant or agent in charge of the property;

Section 8. Ordinance No. 264, an ordinance to control the growth of weeds within the city limits of South Haven, Sumner County, Kansas, is hereby repealed.

Section 9. In the event any provision of this ordinance is declared unconstitutional or the application thereof to any person or circumstance is held invalid, the applicability of such provision to other persons or circumstances and the constitutionality of validity of every other provision of this ordinance shall be valid and enforceable and shall not be affected thereby.

Section 10. This ordinance shall be in full force and effect from and after its adoption and publication in the official city newspaper.

Passed and approved by the governing body of the City of South Haven, Kansas, this 6th day of September, 2006.


Joseph M. Dickey, Mayor

(SEAL)

ATTEST:


Amy Brown, City Clerk

CITY OF South Haven, KANSAS

RESOLUTION NO. 5-2006

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF South Haven, KANSAS (THE "COOPERATING JURISDICTION") AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT PURSUANT TO THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW, K.S.A. 12-5219 ET SEQ., AS AMENDED, BETWEEN THE COOPERATING JURISDICTION AND SEDGWICK COUNTY, KANSAS AND SHAWNEE COUNTY, KANSAS (JOINTLY, THE "ISSUERS"), AUTHORIZING THE ISSUERS TO EXERCISE, ON BEHALF OF THE COOPERATING JURISDICTION, THE AUTHORITY AND POWERS CONFERRED BY THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW IN CONNECTION WITH THE ISSUANCE OF SINGLE FAMILY MORTGAGE REVENUE BONDS.

WHEREAS, the Governing Bodies of the Issuers, in cooperation with one or more counties and cities of the State of Kansas (the "State"), desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income and to issue bonds and other obligations and to provide security therefor, all in accordance with the Kansas Local Residential Housing Finance Law, K.S.A. 12-5219 et seq., as amended (the "Act"); and

WHEREAS, the Governing Body of the City of South Haven, Kansas (the "Cooperating Jurisdiction"), in cooperation with the Issuers, also desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income and to issue bonds and other obligations and to provide security therefor, all in accordance with the Act; and

WHEREAS, the Act provides that one or more cities and counties may join together and cooperate with one another in the exercise of any powers conferred under the Act, either jointly or otherwise, in accordance with and pursuant to a written agreement between or among such cooperating cities and counties; and

WHEREAS, the Cooperating Jurisdiction has not engaged in any act or executed any power authorized by the Act, or comparable acts or powers authorized or contemplated under the Constitution of the State, the Act or any law of the State, which impair the authority of the Cooperating Jurisdiction to enter into the Cooperation Agreement; and

WHEREAS, the adoption of this Resolution by the Cooperating Jurisdiction authorizing the execution of the Cooperation Agreement and the exercise thereof will not conflict with or constitute on the part of the Cooperating Jurisdiction a breach of or default under the laws of the State, including the Act, or any other agreement, indenture or instrument to which the Cooperating Jurisdiction is a party or by which the Cooperating Jurisdiction is bound.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF South Haven, KANSAS:

Section 1. The Cooperating Jurisdiction hereby agrees to join and cooperate with the Issuers in implementing and carrying out a residential housing finance plan pursuant to and in accordance with the Act and a Cooperation Agreement between the Cooperating Jurisdiction and the Issuers (the "Cooperation Agreement").

SEDGWICK COUNTY, KANSAS AND SHAWNEE COUNTY, KANSAS
AND
CITY OF South Haven, KANSAS

COOPERATION AGREEMENT

COOPERATION AGREEMENT PURSUANT TO THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW, K.S.A. 12-5219 ET SEQ., AS AMENDED, BETWEEN SEDGWICK COUNTY, KANSAS AND SHAWNEE COUNTY, KANSAS (JOINTLY, THE "ISSUERS"), AND THE CITY OF South Haven, KANSAS (THE "COOPERATION JURISDICTION"), AUTHORIZING THE ISSUERS TO EXERCISE, ON BEHALF OF THE COOPERATING JURISDICTION, THE AUTHORITY AND POWERS CONFERRED BY THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW IN CONNECTION WITH THE ISSUANCE OF SINGLE FAMILY MORTGAGE REVENUE BONDS.

WHEREAS, the Governing Bodies of the Issuers, in cooperation with one or more counties and cities of the State of Kansas (the "State"), desire to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income and to issue bonds and other obligations and to provide security therefor, all in accordance with the Kansas Local Residential Housing Finance Law, K.S.A. 12-5219 et seq., as amended (the "Act"); and

WHEREAS, the Governing Body of the City of South Haven, Kansas (the "Cooperating Jurisdiction"), in cooperation with the Issuers, also desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income and to issue bonds and other obligations and to provide security therefor, all in accordance with the Act; and

WHEREAS, the Act provides that one or more cities and counties may join together and cooperate with one another in the exercise of any powers conferred under the Act, either jointly or otherwise, in accordance with and pursuant to a written agreement between or among such cooperating cities and counties; and

WHEREAS, neither the Issuers nor the Cooperating Jurisdiction have engaged in any act or executed any power authorized by the Act, or comparable acts or powers authorized or contemplated under the Act or any other law of the State, which would impair the authority of either to perform this Cooperation Agreement; and

WHEREAS, the adoption of the resolution by the Issuers and the resolution by the Cooperating Jurisdiction authorizing the execution of this Cooperation Agreement and the exercise thereof will not conflict with or constitute on the part of said jurisdictions a breach of or default under the laws of the State, including the Act, or any other agreement, indenture or instrument to which either is a party or by which either is bound; and

WHEREAS, the execution and delivery of this Cooperation Agreement by the Issuers and the Cooperating Jurisdiction have been authorized by resolutions duly adopted by the Governing Bodies of the Issuers and the Cooperating Jurisdiction.

Ordinance #287

An ordinance providing for the regulation of the keeping of livestock and fowl within the city limits of the City of South Haven, Kansas; and repealing Ordinance #280, an ordinance providing for the regulation of the keeping of livestock.

Whereas, it is in the public interest and welfare to regulate the keeping of livestock and fowl within the City of South Haven, Kansas;

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

Section 1. Definitions: For the purposes of this ordinance, the following words shall mean:

- a. ANIMAL means any and all types of animals and other nonhuman living creatures, whether a member of the animal kingdom or not, both domesticated and wild, male and female, singular and plural.
- b. AT LARGE OR RUNNING AT LARGE means off the premises of the owner of the animal and not under control the physical control of a competent person capable of restraining the animal by leash, lead, or harness with handhold. Animals tethered to a stationary object within the range of public thoroughfares are deemed to be at large.
- c. LIVESTOCK means any farm or tame animals owned, kept, or raised for profit or pleasure. Livestock includes but is not limited to: cattle, horses, goats, sheep, or other animals commonly regarded or used as farm or ranch animals.
- d. FOWL means all animals that are included in the zoological class aves which shall include but not be limited to: chickens, ducks, geese, turkeys, guineas, and pigeons.
- e. HARBOR shall mean to allow any animal to habitually remain or lodge or to be habitually fed within one's yard, enclosure, or place of business or any other premises under such person's control.
- f. OWNER means any person, firm, or corporation owning, keeping, possessing, harboring, or having the care or custody of an animal, and shall include all persons having joint or collective care or custody of the animal. The occupant of any premises on which an animal remains, or to which it customarily returns, shall be deemed to be harboring or keeping the animal. If a minor owns any such animal subject to the provisions of this ordinance, the head of household of which such minor is a member shall be deemed to own such animal for the purposes of this ordinance.
- g. IMPOUNDMENT means the taking of an animal into custody by physical control, trapping or other means; or holding an animal in custody at an animal shelter or veterinary facility.
- h. EUTHANIZE means the humane killing of an animal generally performed by a licensed veterinarian, or personnel at an animal control facility under the indirect supervision of a veterinarian.

Section 2. Keeping Swine within the City

- a. It shall be unlawful for any person to raise or keep hogs and pigs within the corporate limits of the City of South Haven.

Section 3. Applicability

- a. This ordinance shall apply to all animals and persons owning animals or in control or possession of animals within the corporate limits of the city, regardless of when such animals were obtained, acquired, or otherwise received.

- b. Animals impounded must be redeemed by the owner within 72 (seventy-two) hours of being provided notice of impoundment, exclusive of weekends and holidays, by payment of the required impoundment and boarding fees of the animal shelter or veterinary facility. Animals redeemed on the day of impoundment shall be subject to impoundment and boarding fees of one (1) day.
- c. Any animal impounded under the provisions of this ordinance and not claimed by its owner before the expiration of 72 (seventy-two) hours, exclusive of weekends and holidays shall be deemed to be abandoned by the owner thereof and the city may euthanize said animal or make other arrangements for its care.
- d. No Animal impounded by the city shall be released or delivered to any institution for research, experimentation, testing, or other scientific purposes.

Section 9. Property Owner May Impound Animal

- a. Any person who finds an animal on his or her property to his or her annoyance may, in a humane manner, trap or retain possession of such animal or fowl. Said property owner must then, within 24 (twenty-four) hours, notify the Enforcement Officer or present the animal to the Enforcement Officer for impounding, giving his or her name, address, and telephone number, a true and complete description of the said animal, the circumstances under which the animal came into his or her possession, and the owner's name, if known.

Section 10 Failure to comply; Penalties. The failure or refusal of any person to comply with any of the provisions of this ordinance and the violation of any provision of the ordinance by any person shall constitute a misdemeanor. Any person guilty of any violation of any provision of this ordinance shall, on conviction thereof, be subject to punishment allowed by law; fines as follows:

- a. For the first offense, a fine of not less than \$25; nor more than \$100
- b. For the second offense, a fine of not less than \$50 nor more than \$500.
- c. For the third and any subsequent offenses, a fine of not less than \$100 nor more than \$500, or imprisonment not to exceed thirty (30) days, or by both such fine and imprisonment.
- d. Every twenty-four (24) hour period that a provision of this ordinance is violated shall constitute a separate and distinct offense.

Section 11. Each section and each sentence of this ordinance is enacted separately and the invalidity or unconstitutionality of any one particular sentence shall not affect the validity and/or constitutionality of any other sentence and/or section.

COPY

Ordinance No. 288

**An Ordinance granting Aquila, Inc., d/b/a Aquila Networks,
a Delaware corporation, its lessees, successors and assigns,
an electric franchise and the authority
to construct, operate, maintain, and extend
an electric distribution plant and system,
and granting the right to use the streets, alleys, and other public places
within the present or future corporate limits
of the City of South Haven, Kansas**

Be it ordained by the Governing Body of the City of South Haven, Kansas, as follows:

FRANCHISE GRANTED

The Governing Body of the City of South Haven, Kansas (hereinafter referred to as "Grantor"), hereby grants a non-exclusive franchise to Aquila, Inc., d/b/a Aquila Networks, a Delaware corporation (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to construct, install, maintain, operate and extend in, along and across the present and future streets, alleys, avenues, bridges, public rights-of-way and public places as are now within the present or future limits of said Grantor, an electric distribution system and all facilities necessary for the production, transmission and distribution of electrical power and energy for the purpose of carrying on a general power and light business and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of electric power and energy from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, poles, transmission lines, distribution lines, anchors, guy wires, cables, conduits, street lighting poles, transformers and all other apparatus and appliances necessary or incident thereto for all purposes for which it may be used, and to do all other things necessary and proper in providing electric service to the inhabitants of Grantor and in carrying on such business.

TERM

The rights and privileges granted hereunder shall remain in effect for a period of twenty (20) years from the effective date of this Ordinance.

FRANCHISE FEES OR TAXES

In exchange for the franchise granted herein, Grantee shall collect from its Electric customers located within the corporate limits of Grantor and pay to Grantor an amount equal to one percent (1%) of gross receipts Grantee derives from the sale, distribution or transportation of electricity delivered within the present or future limits of Grantor. Gross receipts as used herein are revenues received from the sale, distribution or transportation of electricity, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. The amount paid by Grantee shall be in lieu of, and Grantee shall be exempt from, all other fees, charges, taxes or assessments which the Grantor may impose for the privilege of doing business within the present or future corporate limits of Grantor, including, without limitation, excise

taxes, occupation taxes, licensing fees, or right-of-way permit fees, and in the event the Grantor imposes any such fee, charge, tax or assessment, the payment to be made by Grantee in accordance with this section shall be reduced in an amount equal to any such fee, charge, tax or assessment imposed upon the Grantee. Ad valorem property taxes imposed generally upon all real and personal property within the present or future corporate limits of Grantor shall not be deemed to affect Grantee's obligations under this section.

Grantee shall report and pay any amount payable under this section on a semi-annual basis. Such payment shall be made no more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portions of the periods at the beginning and end of the term of this Ordinance.

Grantee shall list the franchise fee collected from customers as a separate item on bills for utility service issued to its customers. If at any time the Kansas Corporation Commission or other authority having proper jurisdiction prohibits such recovery, Grantee will no longer be obligated to collect and pay the franchise fee. In addition, Grantee may reduce the franchise fee payable for electricity delivered to a specific customer when such reduction is required to attract or retain the business of that customer.

Grantor shall provide copies of annexation ordinances to Grantee on a timely basis to ensure appropriate franchise fee collection from customers within Grantor's corporate limits. Grantee's obligation to collect and pay the franchise fee from customers within an annexed area shall not commence until the later of: (a) sixty (60) days after Grantee's receipt of the annexation ordinance pertaining to such area, or (b) such time as is reasonably necessary for Grantee to identify the customers in the annexed area obligated to pay the franchise fee.

Grantor shall have access to and the right to examine, during normal business hours, such of Grantee's books, receipts, files, records and documents as is necessary to verify the accuracy of payments due hereunder. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, such mistake shall be corrected promptly upon discovery such that any under-payment by Grantee shall be paid within thirty (30) days of recalculation of the amount due, and any over-payment by Grantee shall be deducted from the next payment of such franchise fee due by Grantee to Grantor.

GOVERNING RULES AND REGULATIONS

The franchise granted hereunder is subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body having proper jurisdiction take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken so as to allow Grantee to be made

economically whole. In determining the rights and duties of the Grantee, the terms of this Ordinance shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the Grantor.

PROVISION FOR INADEQUATE ENERGY SUPPLIES

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or the supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

CONSTRUCTION AND MAINTENANCE OF GRANTEE'S FACILITIES

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and the general public as is reasonably necessary, and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this franchise it will use its best efforts to maintain its facilities and equipment in a condition sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance, except that in emergency situations Grantee shall take such immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given to the Grantee a sufficient length of time in advance of the actual commencement of the work, considering seasonable working conditions, to permit the Grantee to make any additions, alterations, or repairs to its facilities.

TREE TRIMMING

Grantor grants Grantee the right, permission and authority to trim and remove trees upon, over, across and along all of the streets, alleys, avenues, bridges, public rights-of-way and public places of Grantor.

STREET LIGHTING

Grantee will furnish, erect, maintain, clean, repair and operate, in accordance with the street lighting tariffs as approved from time to time by the Kansas Corporation Commission, street

lights within the corporate limits of Grantor. Grantor will receive and pay for the street light service at the rates stipulated in the tariff.

Grantor may, from time to time, cause the number of street lights to be increased by making written request to Grantee, stating the number, capacity, and location desired. Such request is to be made at least ninety (90) days prior to the time such additional street lights are required by Grantor. However, Aquila has the right to refuse requests for additional street lights made less than one year before expiration of this Ordinance.

EXTENSION OF GRANTEE'S FACILITIES

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria, make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor; provided however, that nothing in this Ordinance shall require Grantee to install new facilities underground. In the event that Grantor shall order or request Grantee to install facilities underground along any street, alley, avenue, bridge, public right-of-way or public place, Grantee shall have the right to recover from Grantor the difference in cost between placing facilities overhead and placing new facilities underground. No obligation shall extend to, or be binding upon, Grantee to install new facilities underground unless Grantee is able to obtain an easement for such facilities on private property adjacent to the public right-of-way.

RELOCATION OF GRANTEE'S FACILITIES

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee, if such removal is necessary to prevent interference and is not merely for the convenience of the Grantor; provided however, that nothing in this Ordinance shall require Grantee to relocate facilities underground. In the event that Grantor shall order or request Grantee to install facilities underground along any street, alley, avenue, bridge, public right-of-way or public place, Grantee shall have the right to recover from Grantor the difference in cost between placing facilities overhead and placing facilities underground. No obligation shall extend to or be binding upon Grantee to install facilities underground unless Grantee is able to obtain an easement for such facilities on private property adjacent to the public right-of-way. If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference and is not merely for the convenience of the Grantor or other right-of-way user, Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment. Grantor shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of way until it receives the reasonable cost of relocating the same and Grantor provides a reasonable alternative location for such facilities.

Any person or corporation desiring to move a building or other structure along, or to make any unusual use of, any street, alley, avenue, bridge, public right-of-way or public place which shall interfere with the facilities or equipment of the Grantee, shall first give notice to the Grantor and the Grantee and pay a sum sufficient to cover the expense of moving Grantee's facilities and equipment in such location, and any damages incident thereto.

CONFIDENTIAL INFORMATION

Grantor acknowledges that certain information it might request from Grantee pursuant to this Ordinance may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to its proprietary or commercial value, Grantor and its employees, agents and representatives shall maintain the confidentiality of such information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such proprietary or confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief.

FORCE MAJEURE

It shall not be a breach or default under this Ordinance if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and (4) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid force majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided, however, that this provision shall not obligate a party to settle any labor strike.

HOLD HARMLESS

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in constructing, operating, and maintaining its distribution and transmission facilities or appliances; provided, however, that Grantee need not save Grantor harmless from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

SUCCESSORS AND ASSIGNS

All rights, privileges and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors and assigns, subject to the terms, provisions and conditions herein contained, and all obligations imposed upon Grantee hereunder shall be binding upon Grantee's lessees, successors and assigns.

NO THIRD PARTY BENEFICIARIES

This Ordinance constitutes a franchise agreement between the Grantor and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

SEVERABILITY

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

NON-WAIVER

Any waiver of any obligation or default under this Ordinance shall not be construed as a waiver of any future defaults, whether of like or different character.

REPEAL CONFLICTING ORDINANCES

This Ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to the franchise granted by Grantor hereunder, and the same shall supersede all prior ordinances relating thereto, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 255 of the City of South Haven, Kansas, is hereby repealed as of the effective date hereof.

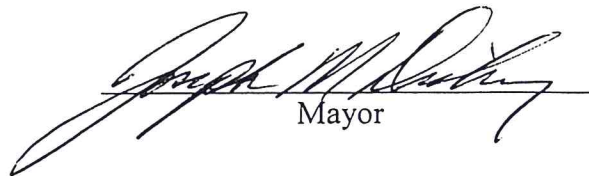
EFFECT AND INTERPRETATION OF ORDINANCE

The captions that precede each section of this Ordinance are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

EFFECTIVE DATE AND ACCEPTANCE

This Ordinance shall become effective and be a binding contract between the Grantor and Grantee upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon Grantee's acceptance by written instrument, within sixty (60) days of passage by the City and filing with the Clerk of the City of South Haven, Kansas. The Clerk of the City of South Haven, Kansas, shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance, either express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

Passed and approved by the Governing Body of the City of South Haven, Kansas, this 6 day of November, 2006.


Mayor

Attest:



Clerk of the City of South Haven, Kansas

C E R T I F I C A T E

State of Kansas)
)
County of Sumner)

I, AMY BROWN, the duly qualified and acting City Clerk of the City of South Haven, in said County of Sumner, and the official custodian of the records of the said City, do hereby certify that the foregoing is a true, correct and complete copy of Ordinance No. 288 passed in the manner required by law at a meeting of the Governing Body of said municipality, held on the 6 day of November, 2006, approved and signed on the 6 day of November, 2006, and recorded on the 6 day of November, 2006, as said ordinance appears from the records in my office; that the vote of the Governing Body on said ordinance as cast and recorded on the records in my office was as follows:

For the Ordinance:

<u>Linda Elliott</u>	<u>Linda Elliott</u>
<u>Lonnie Ingram</u>	<u>Lonnie Ingram</u>
<u>Donald R. Minor</u>	<u>Donald Minor</u>
<u>David A. Brown</u>	<u>David Brown</u>
<u>Wayne Kufus</u>	<u>Wayne Kufus</u>

Against the Ordinance:

_____	_____
_____	_____
_____	_____
_____	_____

Given under my hand and the corporate seal of said municipality this 6 day of November, 2006.

Attest: Amy B
Clerk of the City
of South Haven, Kansas

Acceptance by Aquila, Inc.,
d/b/a Aquila Networks, a Delaware corporation,
of the terms and provisions of Ordinance No.288,
of the City of South Haven, Kansas,
granting a franchise to said company.

Aquila, Inc., d/b/a Aquila Networks, a Delaware corporation, hereby accepts for itself, its successors and assigns, all of the terms, conditions and provisions of Ordinance No. 288, passed by the governing body of South Haven on the 6th day of November, 2006, granting a franchise to Aquila, Inc., d/b/a Aquila Networks, a Delaware corporation.

IN WITNESS WHEREOF, Aquila, Inc., d/b/a Aquila Networks, a Delaware corporation, has caused these documents to be executed by the Operating Vice President, Kansas Electric Operations, on this 13TH day of NOVEMBER, 2006.

Aquila, Inc.
d/b/a Aquila Networks

By _____
Operating Vice President
Kansas Electric Operations

Received this 27 day of November, 2006

City of South Haven, Kansas

By AMJ
City Clerk

ORDINANCE NO. 289

WHEREAS, by Ordinance No. 285 passed by the Governing Body of the City of South Haven, Sumner County, Kansas, dated August 22, 2006, a franchise was granted by the City of South Haven to Atmos Energy Corporation.

WHEREAS, said ordinance contained certain clerical errors in "Article II – Grant of Franchise" that require modification and that both the City of South Haven and Atmos Energy Corporation are in agreement thereto.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SOUTH HAVEN, SUMNER COUNTY, KANSAS:

That ARTICLE II of Ordinance 285 be amended to read as follows:

ARTICLE II
Grant of Franchise

2.1 Grant of Franchise. The City hereby grants to the Company, for the period specified and subject to the conditions, terms and provisions contained in this Ordinance, the right to furnish, sell and distribute gas to the City and to all persons, businesses and industries within the City, the right to acquire, construct, install, locate, maintain, operate and extend into, within and through the City all facilities reasonably necessary to provide gas to the City and to all persons, businesses and industries within the City and in the territory adjacent thereto; and the right to make reasonable use of all streets and other public places as may be necessary to carry out the terms of the

RESOLUTION NO. 1-2007

RESOLUTION OF THE CITY OF SOUTH HAVEN KS APPROVING THE TRANSFER
OF THE CABLE FRANCHISE

WHEREAS, Rapid Communications LLC ("Franchisee") owns, operates and maintains a cable television system (the "System") in the City of South Haven KS ("Franchise Authority") pursuant to a valid franchise agreement (the "Franchise");

WHEREAS, PC One Cable LLC ("PC One") entered into an Asset Purchase Agreement (the "Agreement") with Rapid Communications LLC, pursuant to which the Franchisee proposes to sell and assign to PC One the System and the Franchise (the "Transfer");

WHEREAS, Franchisee and PC One have requested consent of the Franchise Authority to the Transfer in accordance with the requirements of the Franchise, have filed an FCC Form 394 with the Franchise Authority, and have provided all information required by applicable law (collectively, the "Transfer Application");

WHEREAS, the Franchise Authority has investigated the qualifications of PC One and finds it to be a suitable transferee; and

NOW THEREFORE, BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FOLLOWS:

SECTION 1. The Franchise Authority hereby consents to the Transfer, to the extent required by the terms of the Franchise.

SECTION 2. The Franchise Authority confirms that (a) the Franchise is currently in full force and effect and the Franchisee is the duly authorized holder of the Franchise; (b) Franchisee has properly invoked its franchise renewal rights under Section 626 of the Cable Communications Policy Act of 1984, as amended, if applicable (c) the Franchise represents the entire understanding of the parties and Franchisee has no obligations to the Franchise Authority other than those specifically stated in the Franchise, and (d) Franchisee is materially in compliance with the provisions of the Franchise and there exists no fact or circumstance known to the Franchise Authority which constitutes or which, with the passage of time or the giving of notice or both, would constitute a material default or breach under the Franchise or would allow the Franchise Authority to cancel or terminate the rights thereunder.

SECTION 3. The Franchise Authority consents to and approves PC One's granting a security interest in all of PC One's rights, powers and privileges under the Franchise and all of its other properties to such lender or lenders (as may be designated by PC One) for financing purposes, under which such lender or lenders shall have the rights and remedies of a secured party under the applicable Uniform Commercial Code.

RESOLUTION NO. 2-2007

A RESOLUTION OF THE CITY OF SOUTH HAVEN, KANSAS, AUTHORIZING IMPROVEMENTS TO THE CITY PUBLIC WATER SUPPLY SYSTEM; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

WHEREAS, K.S.A. 65-163d through 65-163u, as amended (the "Act"), authorize any municipality to acquire, construct, reconstruct, improve, equip, rehabilitate or extend all or any part of a public water supply system and to issue general obligation bonds to pay all or part of any costs thereof; and

WHEREAS, the City of South Haven, Kansas (the "City") is a municipality within the terms of the Act and operates a public water supply system, as said term is defined in the Act (the "System"); and

WHEREAS, the governing body of the City hereby finds and determines that it is necessary and advisable to improve the System by the installation of water lines and the replacement of existing water distribution lines and appurtenances thereto (the "Project"), and to provide for the payment of the costs thereof by the issuance of general obligation bonds.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SOUTH HAVEN, KANSAS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the System be improved by constructing the Project.

Section 2. Project Financing. The estimated costs of the Project, including construction, engineering fees, acquisition of right-of-way and easements, contingencies and administrative expenses is \$1,500,000. A portion of the costs of the Project and associated financing costs shall be payable from the proceeds of general obligation bonds of the City issued under authority of the Act (the "Bonds") in an amount not to exceed \$774,000, with the balance of said estimated costs to be paid from a Community Development Block Grant in the amount of \$400,000 and a grant from the United States Department of Agriculture – Rural Development in the amount of \$326,000.

Section 3. Reimbursement. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 4. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF SOUTH HAVEN, KANSAS
HELD ON MARCH 5, 2007**

The governing body met in regular session at the usual meeting place in the City, at 6:30 p.m., the following members being present and participating, to-wit:

Lonnie Ingram, Linda Elliott, David Brown, wayne Kufus

Absent: Don Minor

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION OF THE CITY OF SOUTH HAVEN, KANSAS, AUTHORIZING IMPROVEMENTS TO THE CITY PUBLIC WATER SUPPLY SYSTEM; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

Thereupon, Councilmember Ingram moved that said Resolution be adopted. The motion was seconded by Councilmember Elliott. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: 4 _____.

Nay: 0 _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2 - 2007 and was signed by the Mayor and attested by the Clerk.

RESOLUTION NO. 3 - 2007

RESOLUTION APPROVING LAND SALE CONTRACT

WHEREAS a proposed contract has been received by the City of South Haven concerning the sale of real estate belonging to the City known as 101 S. Main in South Haven and legally described as Lots 1-7, Block 20, Original town of South Haven to Ralls Properties, LLC for the sole purpose of construction of a new country store on the premises for the sum of \$1.00 or alternatively for the sum of \$14,000 if said store is not open within 24 months from the date of execution of the contract, and

WHEREAS, the governing body of the City of South Haven after due deliberation has determined that said agreement is in the best interests of said City and its residents and should be approved:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SOUTH HAVEN, KANSAS:

That the "Real Estate Purchase Contract" consisting of 3 pages and which shall be dated December 3, 2007 and a copy of which shall be maintained by the South Haven City Clerk and attached to this resolution is hereby approved and accepted and the Mayor is hereby authorized to execute on behalf of the City of South Haven, Kansas. The Mayor is further authorized to have the City Attorney draft the appropriate Deed which the mayor is hereby authorized to execute as soon as a Title Insurance Commitment is obtained. Pursuant to said contract the expense of the Title Insurance Commitment shall be paid by the Buyer (Ralls Properties, LLC)

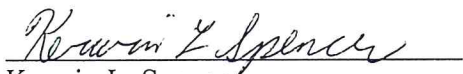
ADOPTED by the Council this 3 day of December, 2007.

(SEAL)
ATTEST:


City Clerk


Mayor

FORM APPROVED:


Kerwin L. Spencer
City Attorney

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, made and entered into this 3rd day of December, 2007 by and between the City of South Haven (Seller) and Ralls Properties, LLC (Buyer).

WITNESSETH: That and for in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other as follows:

1. **Property Sold.** Seller hereby agrees to sell and convey to Buyer by a good and sufficient warranty deed the following described real property, situated in the City of South Haven, Sumner County, Kansas, to wit:

Block 20 Lots One (1) through Seven (7) in the original town of South Haven, Sumner County, Kansas and commonly known as 101 South Main, South Haven, Kansas.

2. **Consideration and Payment.** Buyer hereby agrees to purchase, and to pay to Seller as consideration for the conveyance on the above described real property the following:

(a) the sum of \$1.00 at the closing; and,

(b) to construct a new country store with not less than Four Thousand (4,000) square feet on the property being sold, that will resemble a board walk country store in design and upon completion will have retail services such as groceries, hardware goods and have a delicatessen serving sandwiches, condiments and soft drinks.

(c) the country store construction is to be completed and open for business within Twenty-Four (24) months from the date this Purchase Agreement is signed by the parties.

3. **Title Evidence.** Buyer shall pay the cost of Title Insurance commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: Encroachments that could be disclosed by a current inspection and accurate survey of the property; trees, plantings and fences thereon; rights of tenants in possession; non-delinquent real estate and ad valorem taxes, unmaturred and future special assessments of record, if any; easements, right-of-way and existing encumbrances, conditions, covenants, restrictions, reservations, and exception of record, zoning ordinances, building codes, laws and regulations by municipal or other governmental authority applicable to and enforceable against the property; and those exceptions which are standard to American Land Title Association's Form B or as specified herein. The Title Evidence shall be sent to Buyer and/or Buyer's attorney for examination by Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. **Delivery of Agreement.** A duly executed copy of this Purchase Contract shall be delivered to the parties hereto.

5. **Prorations.** Real estate and ad valorem taxes and special assessments, if any, shall be prorated for the calendar year on the basis of current taxes levied, or if not available, on the basis of taxes levied for the prior year. The Buyer understands that the Buyer is responsible for payment of all ad valorem taxes and special assessments becoming due after the closing date and that Buyer is assuming all unmatured installments of special assessments. Periodic reappraisal, required by law, may result in a change in taxes.

6. **Possession and Closing.** It is understood and agreed between the parties hereto that time is of the essence of this Purchase Contract; thus, this Purchase Contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer.

7. **Closing Fees.** Buyer shall be responsible for and pay all closing fees except that Seller shall pay its owner attorney fees that may be related to this transaction or sale.

8. **Brokerage Fees.** The parties acknowledge that a Broker or Agent has not been employed or used by either Seller or Buyer with regard to this transaction.

9. **Termination.** In the event the country store is not completed and open for business within Twenty-Four (24) months from the date of this Purchase Contract the Buyer at Buyer's sole option shall either;

a. Pay the Seller the sum of Fourteen Thousand Dollars (\$14,000.00) for the property being sold; or

b. Return the property to the Seller free and clear of liens and encumbrances.

10. **Heirs & Assigns.** This Purchase Contract shall be fully binding upon the parties, their heirs, executors, administrators, successors and assigns. No assignment shall serve or release or relieve the party assigning from any responsibilities or obligations hereunder.

11. **Notice.** All notices provided herein shall be in writing and shall be deemed to have been sufficient and given (unless otherwise required by specific provisions hereof in respect of any matter) when delivered personally when deposited in the United States mail, registered or certified, return receipt requested postage prepaid, addressed as follows:

Buyer: Ralls Properties LLC
302 West 53rd Street, North
Wichita, Kansas 67204

Seller: City of South Haven
231 Main Street
South Haven, Kansas 67140

12. **Contingency.** This Purchase Contract is contingent upon the Buyer obtaining financing for the construction of the country store and the Seller providing necessary permits and zoning to Buyer.

13. **Force Majeure.** Should Buyer be delayed or prevented from completing construction and commencing operation of the country store with Twenty Four (24) months by reason of or as a result of any force majeure, the completion and commencing of operations shall be extended and continued for a time equal to any such delay. The term "Force Majeure" as used herein means acts of God, strikes, lockouts, or such other industrial disturbances, insurrections or riots; landslides, earthquakes, fires, storms, floods, tornadoes; or wind storms; title disputes or problems; litigation; or inability to obtain necessary materials, supplies, labor, permits or zoning; causes beyond the control of Buyer.

14. **Miscellaneous.**

(a) This Agreement constitutes the entire Purchase Contract and understanding of Seller and Buyer, and supersedes all offers, negotiations and other agreements. Any amendments to this Agreement must be in writing and executed by Seller and Buyer.

(b) This Purchase Contract shall be governed in accordance with the laws of the State of Kansas.

(c) If any terms of this Purchase Contract is found to be void or invalid, such invalidity shall not affect the remaining terms of this Purchase Contract, which shall continue in full force and effect.

(d) Each of the undersigned warrants that they have the full right, power and authority to execute this Purchase Agreement on behalf of the party indicated.

(e) This Purchase Contract may be executed in multiple counter parts each of which shall be deemed to be an original, but when taken together shall constitute only one Purchase Contract.

(f) Any modification or change to this Purchase Contract shall be binding only if evidences in writing signed by each party or an authorized representative of each party.

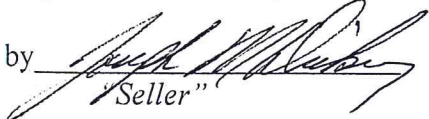
15. **Acceptance.** This Purchase Contract shall be null and void and of no further force and effect if not accepted and executed in its entirety by Buyer and Seller on or before December 17, 2007. All other dates will be adjusted according to actual date of acceptance.

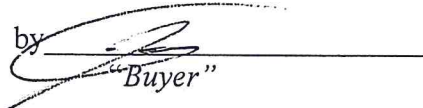
IN WITNESS WHEREOF we have set our hands.

Dated: DEC 3, 2007

Dated: 11-28, 2007

City of South Haven, Kansas

by 
"Seller"

by 
"Buyer"

ORDINANCE NO. 289

An ordinance adopting the Standard Traffic Ordinance for Kansas Cities, 2007 edition.

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

Section 1. INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of South Haven, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2007, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed, such incorporation being authorized by K.S.A. 12-3009 through 12-3012, inclusive, as amended. No fewer than two copies of said standard ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of South Haven, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours.

Section 2. SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

(a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. Supp. 8-2118.

(b) All traffic violations which are included within this ordinance, and which are not ordinance traffic infractions as defined in subsection (a) of this ordinance, shall be considered traffic offenses.

Section 3. PENALTY FOR SCHEDULED FINES. The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judge establishes a fine in a fine schedule shall not be less than \$10 nor more than \$30, except for speeding which shall not be less than \$10 nor more than \$500. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$500.

Section 4. CHANGING PROVISIONS. Section 114.1, subsection (a), of said Standard Traffic Ordinance is hereby changed to read as follows: "Except as provided in subsection (b), it shall be unlawful for any person to operate an all-terrain vehicle on any interstate highway, federal highway, or state highway. Any person operating an all-terrain vehicle, dirt bike, mini-bike, go-cart, moped, scooter, golf cart, or any other motorized non-street legal vehicle not bearing a state registered license plate upon the city streets, alleys, public property, and public easements of South Haven, Kansas, must be at least 16 years of age and hold a valid state issued driver's license."

Section 5. CHANGING SPEED LIMIT. The governing body having determined that the speed limits permitted under state law and Section 33 of the Standard Traffic Ordinance is less than is reasonable or safe under the conditions found to exist, hereby determines and declares that except when special hazards exist or conditions prevail that require a lower speed for compliance with the Standard Traffic Ordinance, no person shall drive a vehicle in excess of such maximum limits:

compliance with the Standard Traffic Ordinance, no person shall drive a vehicle in excess of such maximum limits:

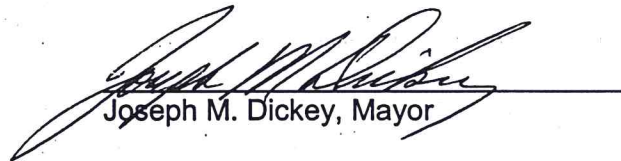
1. Twenty (20) miles per hour in any business or residential district unless otherwise posted.
2. Ten (10) miles per hour on Kickapoo Street between Camp and Stuart Streets.
3. Fifteen (15) miles per hour on Camp, Baird, and Stuart Streets from Kickapoo to Main Street during school hours and/or when children are present.

Section 6. EFFECTIVE DATE. Ordinance No. 289 shall take effect and be enforced from and after its passage, approval, and publication one time in the official city newspaper.

Passed and approved by the governing body of the City of South Haven, Kansas, this 4th day of February, 2008.




Amy Brown, City Clerk


Joseph M. Dickey, Mayor

ORDINANCE NO. 290

An ordinance adopting the Uniform Public Offense Code for Kansas Cities, 2007 edition.


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

Section 1. INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of South Haven, Kansas, that certain code known as the "Uniform Public Offense Code," Edition of 2007, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than two copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Incorporated by the Code of the City of South Haven, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours.

Section 2. REPEAL. Ordinance No. 283, incorporating the Uniform Public Offense Code for Kansas Cities, 2005 edition, is hereby repealed.

Section 3. EFFECTIVE DATE. Ordinance No. 290 shall take effect and be in full force from and after its passage, approval, and publication one time in the official city newspaper.

Passed and approved by the governing body of the City of South Haven, Kansas, this 4th day of February, 2008.



Joseph M. Dickey, Mayor

(SEAL)
ATTEST:



Amy Brown, City Clerk

ORDINANCE No. 291

An ordinance pertaining to the South Haven Fire Department
and repealing Ordinance No. 212.

The City of South Haven, Kansas did by Ordinance No. 57 establish a fire department on December 22, 1903, which was revised by Ordinance No. 212 on September 17, 1968.

The governing body of the City of South Haven, Kansas does hereby recognize that further revisions are considered necessary. Therefore,

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

Section 1. The South Haven Fire Department is a volunteer fire department and consists of a chief, assistant chief, and accompanying members. The Fire Chief is to be appointed by the mayor and confirmed by the city council at the first regular meeting in May after city council/mayoral elections in odd numbered years. The Fire Chief shall be under the supervision of the Mayor by means of governance of the City Council of the City of South Haven.

Section 2. The Fire Chief shall have superintendence and control over and be responsible for the care and condition of the fire apparatus and equipment, and it shall be his/her duty to see that all such apparatus and equipment shall be at all times ready for immediate use.

Section 3. The Fire Chief shall be responsible for the discipline of members and is hereby given the authority to suspend or expel any member from the fire department for the refusal to obey orders, or for misconduct or failure to do his/her duty at a fire.

Section 4. The Fire Chief shall have full power, control, and command over all persons whomsoever present at fires, and he/she shall direct the use of all fire apparatus and equipment, and command all firemen in the discharge of their duties. The Fire Chief shall take such measures as he/she may deem necessary in the preservation and protection of property and the extinguishing of fires.

Section 5. The fire department shall meet and hold trainings at least once each month for practice and drill. The Fire Chief shall keep a record of attendance of such meetings. Any member who fails to attend six consecutive meetings shall automatically become expelled from the fire department.

Section 6. The Fire Chief shall keep a complete record of all runs and submit the appropriate reports according to Kansas law. The Fire Chief shall also submit a monthly Fire Chief's report to the City Council for review at council meetings to include number of runs, truck maintenance, and any other information he/she deems pertinent.

Section 7. In the absence of the Fire Chief, the Assistant Fire Chief shall perform all the duties and have all the authority and responsibility of the Fire Chief as conferred by this ordinance.

Section 8. Fire trucks are not to be removed from the fire station for non-emergency use without the prior approval of the Mayor, Fire Chief, or Assistant Fire Chief. No person or persons shall use any fire truck, apparatus, or equipment for any private purpose. Nor shall any person willfully and without proper authority remove, keep, or conceal any tool or other such piece of equipment used in any way by the fire department and/or kept at the fire station.

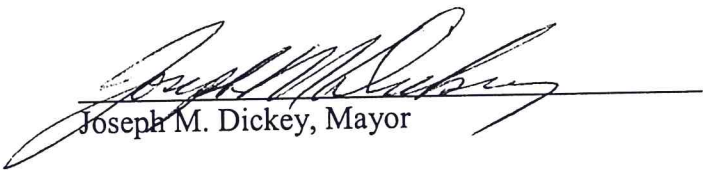
Section 9. The Fire Chief shall receive a monthly salary for performing the duties of chief. The Fire Chief and all members of the department shall receive compensation pay on a per run basis paid quarterly. All compensation shall be determined by the City Council.

Section 10. Ordinance No. 291 shall be comprised as a part of any Standard Operating Guidelines (SOG) and/or any Standard Operating Procedures (SOP) implemented by the South Haven Fire Department. Any SOG or SOP carried out by the South Haven Fire Department shall be approved by the South Haven City Council prior to any implementation.

Section 11. Ordinance No. 212 is hereby repealed.


Section 12. Ordinance No. 291 shall take effect and be in full force from and after its passage and publication.

Passed and approved by the governing body of the City of South Haven, Kansas this 5th day of May, 2008.

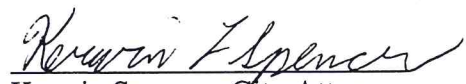

Joseph M. Dickey, Mayor

(SEAL)

ATTEST:


Amy Brown
City Clerk

Approved as to form:


Kerwin Spencer, City Attorney