

ORDINANCE No. 295

An ordinance amending Ordinance No. 128, an ordinance providing for the maintenance, operation, and control of the water of the City of South Haven; and providing rules, rates, and regulations for the operation thereof, which was adopted on July 7, 1930; and repealing all previous sections of ordinances fixing water rates.

Whereas the governing body of the City of South Haven does hereby recognize that further revisions are considered necessary in the water rate structure charged to consumers. Therefore,

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

Section 1. Ordinance 128, Section 10 shall be amended as follows until otherwise provided by future ordinance:

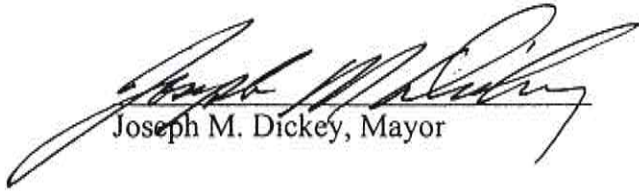
The City of South Haven will charge and collect for water used and furnished by it to consumers the following monthly rates, to-wit:

Minimum charge, 0-2000 gallons: \$25.20
Next 10,000 gallons: minimum charge plus \$5.25 per thousand gallons
Excess 13,000 gallons and over: \$77.70 plus \$4.73 per thousand gallons

Section 2. All sections of previous adopted ordinances fixing water rates are hereby repealed.


Section 3. Ordinance No. 295 shall take effect and be in full force from and after its passage and publication one time in the official city newspaper.

Passed and approved by the governing body of the City of South Haven, Kansas, this 8th day of September, 2008.


Joseph M. Dickey, Mayor

(SEAL)

ATTEST:


Amy Brown, City Clerk

ORDINANCE No. 296

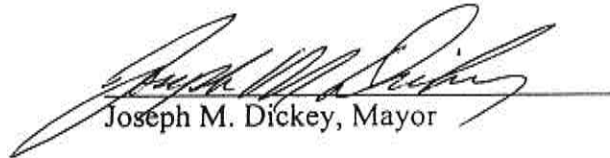
An ordinance regarding protection of important land resources and mitigation measures for the City of South Haven, Kansas.

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

Section 1. The City of South Haven shall henceforth be and is hereby prohibited from extending or agreeing to extend water service, both now and in the future, to all structures, houses, buildings, or other improvements not already existing, established, and completed, and which are located or in any manner situated, in whole or in part, within the designated one hundred (100) year floodplain in the City of South Haven, Sumner County, Kansas.


Section 2. This ordinance shall be binding upon the City of South Haven, its representatives, successors and assigns, and shall not be altered, amended, repealed, or modified without first obtaining the written consent of USDA Rural Development an agency of the United States government, or its representatives, successors or assigns.

Passed and approved by the governing body of the City of South Haven, Kansas,
this 6th day of October, 2008.


Joseph M. Dickey, Mayor

(SEAL)

ATTEST:


Amy Brown, City Clerk

Approved as to form:


Kerwin Spencer, South Haven City Attorney

RESOLUTION NO. 5-2008

RESOLUTION AUTHORIZING LEASE OF PREMISES TO
SOUTH HAVEN TOWNSHIP LIBRARY

Whereas the City of South Haven is the owner of certain premises at 104 W. Baird in South Haven, Kansas and the South Haven Township Library is currently using said building and the parties desire to formalize said arrangement and have drafted a written lease pertaining thereto a copy of which shall be attached to this resolution, and

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

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

That the Lease Agreement, pertaining to the South Haven Township Library, 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 Governing Body does hereby authorize Mayor Joseph Dickey to sign said document upon the behalf of the City of South Haven, Kansas.

Adopted by the Council this 1st day of December, 2008.


(SEAL)


Mayor

Attest:


City Clerk

Form Approved:


Kerwin L. Spencer, City Attorney

LEASE AGREEMENT

WHEREAS, THE CITY OF SOUTH HAVEN, KS OWNS THE STRUCTURE AT THE ADDRESS OF 104 W. BAIRD IN SOUTH HAVEN, WITH THE LEGAL DESCRIPTION OF: THE WEST 60' OF LOTS 1-2 IN BLOCK 27, ORIGINAL TOWN OF SOUTH HAVEN, KS; AND

WHEREAS, THE SOUTH HAVEN TOWNSHIP LIBRARY HAS OCCUPIED THE STRUCTURE AT THIS ADDRESS FOR AN UNSPECIFIED NUMBER OF YEARS; AND

WHEREAS, IT IS IN THE BEST INTEREST OF BOTH PARTIES TO ENTER INTO AN AGREEMENT;

THEREFORE,

This Lease Agreement (hereinafter "Lease") is entered into this the 1st day of December, 2008, by and between the Lessor: the City of South Haven, KS, (hereinafter referred to as "Landlord"), and the Lessee: the South Haven Township Library (hereinafter referred to collectively as "Tenant").

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract, and agree as follows:

1. **GRANT OF LEASE:** Landlord does hereby lease unto Tenant, and Tenant does hereby lease from Landlord, solely for use as the South Haven Township Library, excluding all other uses, the property located in Sumner County, Kansas, with the address of: 104 W. Baird, South Haven, KS 67140; and legal description of: the west 60' of Lots 1-2 in Block 27, original town of South Haven, Kansas.
2. **NATURE OF OCCUPANCY:** As a special consideration and inducement for the granting of this Lease by the Landlord to the tenant, the structure described above shall be used and occupied only by the South Haven Township Library. If at any time the library ceases to operate, this lease shall cease and terminate and Tenant shall vacate the premises within sixty (60) days and deliver same unto Landlord on or before expiration of the period of notice.
3. **TERM OF LEASE:** This Lease shall commence on the 1st day of January, 2009, and extend from month to month until: Either Landlord or Tenant gives the other written one hundred twenty (120) day Notice of Termination of Lease Agreement. This Notice of Termination need not be of any "cause", but rather is solely "at the will" of the party giving notice.
4. **RENT PAYMENTS:** No rent monies will be assessed to Tenant.
5. **CONDITION OF LEASED PREMISES:** Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Kansas law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant. At the expiration or termination of the Lease, Tenant shall

return the leased premises in as good condition as when taken by Tenant at the commencement of the Lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at Tenant's expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and slightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above. Tenant agrees the premises shall be free of all personal property and trash not belonging to the Landlord upon termination of this Lease.

6. **NO ASSIGNMENT:** Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.
7. **TENANT INSURANCE:**
 - a. Tenant acknowledges that Landlord's structure insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Landlord be held liable for such losses. Landlord shall not be liable to Tenant for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God.
 - b. Tenant agrees to reimburse Landlord for the full cost of the structure insurance on a yearly basis, due and payable within thirty (30) days of invoice date.
8. **ALTERATIONS:** Tenant shall make no alterations, decorations, additions, or improvements to the leased premises, including the addition or replacement of any locks, without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.
9. **PROPERTY MAINTENANCE:**
 - a. Tenant shall be responsible for all structure repairs and upkeep.
 - b. Tenant shall keep the premises as clean and safe as the condition of the premises permit.
 - c. Tenant shall remove from premises all rubbish, garbage, and other waste in a clean and safe manner. Tenant shall deposit all garbage and waste in a clean and sanitary manner into the proper outside receptacle provided by the garbage hauler and be responsible for disposing of items of such size and nature as are not normally accepted by the garbage hauler.
 - d. Tenant shall be responsible for keeping the bathroom drain and toilet free of things that may tend to cause clogging of the drains and sewer. Tenant shall pay for the cleaning out of any plumbing fixture, pipe, or sewer line

that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from sinks or toilets.

- e. Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating/cooling, and/or ventilating systems.
- f. Landlord shall be responsible for cutting grass, at landlord discretion.
- g. Landlord shall be responsible for keeping the sidewalk free from snow, as needed, on days of the week the library is open, excluding weekends, during the hours of regular city operation. Landlord shall apply ice melt immediately after snow has been removed so as to prevent ice accumulation. Tenant shall be responsible for any further addition of ice melt so as to prevent any subsequent ice accumulation after snow removal by Landlord.
 - 1. In the event of ice, Landlord shall apply ice melt to sidewalk once daily on the days of the week the library is open, excluding weekends, during the hours of regular city operation. Tenant shall be responsible for any further addition of ice melt as needed.

10. LANDLORD ENTRY AND LIEN: In addition to the rights provided by applicable Kansas law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises during the periods the library is open to the public, except in the case of an emergency.

11. KEYS: Tenant acknowledges receipt of the following number of keys to the premises, which shall be deemed part of the agreement and shall be returned to Landlord upon termination of this Lease: 3 keys.

12. DESTRUCTION OF PREMISES:

- a. In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction.
- b. In the event the leased structure is damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then Landlord shall have the option as to whether this Lease shall remain in force and effect.
 - 1. If Landlord opts for lease to remain in force and effect, the Landlord shall, within a reasonable time, restore said structure to substantially the same condition the structure was in prior to said damage.

2. If Landlord opts for lease not to remain in force and effect, then this Lease shall cease and terminate as of the date of such destruction and Landlord shall notify Tenant in writing within sixty (60) days of such destruction of said decision.

- 13. NOTICE OF INJURIES:** In the event of any significant injury or damage is suffered on the leased premises, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices as soon as possible but not later than five (5) days of said injury or damage.
- 14. MODIFICATION OF THIS LEASE:** Any modification of this Lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this Lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.
- 15. REMEDIES NOT EXCLUSIVE:** The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies, and benefits allowed by applicable Kansas law.
- 16. SEVERABILITY:** If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
- 17. NO WAIVER:** The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.
- 18. ATTORNEY FEES:** In the event that Landlord employs an attorney to collect any charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.
- 19. HEIRS AND ASSIGNS:** It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the South Haven Township Library, notwithstanding any future changes in library board members, and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.
- 20. EMINENT DOMAIN:** In the event that the leased premises shall be taken by eminent domain, this Lease shall terminate on that date.
- 21. DELIVER OF NOTICES:** Any giving of notice under this Lease or applicable Kansas law shall be made by Tenant in writing and delivered, either by hand delivery or by mail, to:

City of South Haven
PO Box 130, 231 S. Main
South Haven, KS 67140

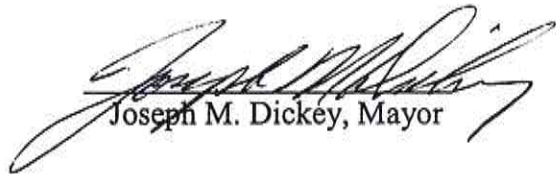
Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent. Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

- 22. LANDLORD'S RIGHT TO MORTGAGE:** Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.
- 23. GOVERNING LAW:** This Lease is governed by the statutory and case law of the State of Kansas.
- 24. ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between Landlord and Tenant. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.
- 25. RECEIPT OF AGREEMENT:** The undersigned Tenant(s) have read and understand this Lease and hereby acknowledge receipt of a copy of this agreement.
- 26. APPROVAL:** This lease agreement was approved by the governing body of the City of South Haven, KS on December 1, 2008.

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**WITNESS THE SIGNATURES OF THE PARTIES
TO THIS LEASE AGREEMENT:**

➤ **LANDLORD**
City of South Haven, by:

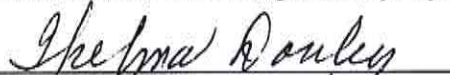
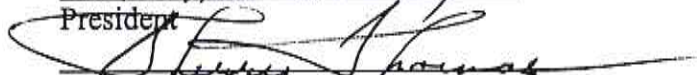


Joseph M. Dickey, Mayor

(SEAL)


ATTEST:


Amy Brown, City Clerk

➤ **TENANT**
South Haven Township Library, by:


President

Secretary

Treasurer

➤ Approved as to form:


Kerwin Spencer, City Attorney
City of South Haven, KS

RESOLUTION No. 6-2008

A resolution waiving the requirements of K.S.A. 75-1120a
for the year ending December 31, 2008.

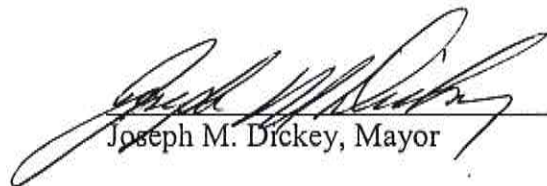
Whereas, the City of South Haven, Kansas, has determined that the financial statements and reports for the year ended December 31, 2008 to be prepared in conformity with the requirements of K.S.A. 75-1120a, Generally Accepted Accounting Principles, are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the South Haven City Council or the members of the general public of the City of South Haven, and;

Whereas, there are no revenue bond ordinances or other ordinances or resolutions of said municipality which require financial statements and financial reports to be prepared in conformity with said act for the year ended December 31, 2008;

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


➤ The City of South Haven, Kansas hereby waives the requirements of K.S.A. 75-1120a as they apply to the City of South Haven for the year ended December 31, 2008. Be it further resolved that the City of South Haven, Kansas shall cause its financial statements and financial reports to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of the state of Kansas in accordance with the guidelines of the Kansas Municipal Audit Guide.

Passed and approved by the governing body of the City of South Haven, Kansas this 1st day of December, 2008.


Joseph M. Dickey, Mayor

(SEAL)

ATTEST:


Amy Brown, City Clerk

ORDINANCE NO. 297

An ordinance granting the Wheatland Electric Cooperative, inc. its successors and assigns, the franchise and right to construct, operate and maintain electric transmission and distribution lines or systems within the corporate limits of the City of South Haven, State of Kansas, to transmit, distribute and sell electric energy to the said City and its inhabitants, and to transmit electric energy through the said City for distribution and sale to residents outside and beyond the City.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SOUTH HAVEN, STATE OF KANSAS, THAT:

Section 1. The Wheatland Electric Cooperative, Inc., a corporation organized and existing under and by virtue of the laws of the State of Kansas (hereinafter called the "Cooperative"), its successors, lessees or assigns, said Cooperative being a cooperation, operating a system for the transmission of electric current between two or more incorporated cities in the State of Kansas, into and through which it has built transmission lines, is hereby granted the franchise, privilege and right for five (5) years, to construct, operate and maintain electric transmission and distribution lines or systems with the limits of the City of South Haven, hereinafter called the City (as said limits are presently constructed or may in the future be extended), to transmit distribute and sell electric energy to the City for distribution, and sale to residents outside and beyond the City.

Section 2. The grant herein made includes the further right and privilege to construct, operate, maintain and repair, relocate and extend said electric lines or systems including all poles, wires, cables, conductors, conduits, anchors, guys, transformers, transformer stations, and all fixtures and facilities necessary for the convenience of the Cooperative's business along, upon, over, under, through and across the streets, alleys, and public grounds, with the said City (as said streets, alleys, and public grounds are presently laid out or as they may be laid in the future.)

Section 3. Said electric lines or systems, poles, wires, cables, conductors, conduits, anchors, guys, transformers, transformer station, and all fixtures and facilities necessary for the operation of the Cooperative's business, shall be constructed, operated, maintained, repaired or relocated in such places and manner as will be consistent with necessity, least interfere with other public uses of such streets, alleys or public grounds. When Cooperative shall do any work of construction, repair or maintenance of said system in the course of which any pavements, curbing or gutter upon any street, alley, bridge or public place shall be excavated, Cooperative shall properly protect excavations and shall promptly restore such street, alley, bridge or public place as far as practicable to as good condition as before such work was done. Cooperative will hold the City harmless from any liability arising from negligent act or omissions of said grantee. Cooperative shall provide and keep in force public liability insurance with limit of One Million Dollars (\$1,000,000.00) for bodily injury and property damage and a Five Million Dollars (\$5,000,000.00) Umbrella policy, such policies naming both Cooperative and City as insured parties. Cooperative shall maintain on file at the Office of the City Clerk a current Certificate of Insurance verifying such public liability coverage.

Section 4. As consideration for the granting of this franchise, the Cooperative shall:

A. Operate and maintain the existing standard street lighting system for the City and in the event of growth of the City or reasonable need for change, modification or improvement of said street lighting system as the cooperative and the City may agree upon, and upon terms that are fair, reasonable and just to the Cooperative and the City and in accordance with the latest rates, rules and regulations filed with and approved by the State Corporation Commission of Kansas.

B. For the cost of operation and maintenance of said street lighting system, the City agrees to pay the Cooperative, at the latest public street lighting rate schedule or succeeding rate schedule which is filed with and approved by the State Corporation Commission of Kansas. (Current applicable Rate Schedule 88-SL).

E. The cooperative agrees to sell and deliver unto the City during the period of this franchise such energy as may be required by the City for heat, power and other uses governing body of the City shall direct, all in accordance with its current municipal power service rate schedule or any succeeding rate schedule filed with and approved by the State Corporation Commission of Kansas. (Current applicable Rate Schedule 88-M Frozen or 88-GS).

D. The Cooperative, its successors and assigns, shall locate its electric lines or system in the streets, avenues, alleys and other public places in such a manner as not to interfere with the use of said streets, avenues, alleys and public places. At times when City causes public improvements to be made to any streets, avenues, alleys or other public places within the City that are occupied by Cooperative's electrical facilities or system, Cooperative shall, at the request of the City, relocate it's electrical facilities or system at Cooperative's expense to conform to the City's planned improvement. If said Cooperative is required to move, alter or rebuild any of its electrical facilities or system not located on public right-of-way, the cost of moving altering or rebuilding said facilities or system not located on public right-of-way, the cost of moving, altering or rebuilding said facilities or system shall be borne by the requesting party. In the event City vacates or otherwise abandons City right-of-way on which Cooperative facilities or systems are located, or planned to be located, the Ordinance vacating or abandoning such City right-of-way shall provide City granted easement to Cooperative.

Section 5. As further consideration for the rights, privileges and franchise hereby granted, and in lieu of all occupation and licenses taxes, the Cooperative every six (6) months make a report to the governing body of the City of South Haven of its 1% franchise tax receipts from the sale of electric energy as used in the City of South Haven, for six (6) months and at the time of making such report, pay said sum unto the City.

Section 6. The City shall have access to and the right to examine, at all reasonable times, all books, receipts, files, records and documents of Cooperative necessary to verify the correctness of said payments.

Section 7. That the Cooperative, its successors and assigns, in the construction, maintenance and operation of its electric system, under the rights and privileges herein granted, shall exercise all reasonable and proper precaution to avoid damage or injury to persons or property, and shall hold and save harmless the City of South Haven, Kansas, from any and all damage, injury and expense caused by the negligence of said Cooperative, its successors and assigns, or its or their agents or servants.

Section 8. The Cooperative is hereby granted the privilege of entering upon City property and the City right of way for the purpose of trimming such trees as may interfere with the safe and proper construction and operation of the electric lines of the City.

Section 9. No assignment of Cooperative's rights granted by this Ordinance shall be effective without the prior written consent of City.

Section 10. Within Sixty (60) days from and after the passage and approval of this Ordinance, said Cooperative shall file with the City Clerk of said City of South Haven, Kansas, its unconditional acceptance of this Ordinance.


Section 11. Any and all Ordinances in conflict with the terms hereof are hereby repealed.

Section 12. This Ordinance shall become effective and be in force and shall be a binding contract between the parties hereto, their successors and assigns, from and after its passage and approval, publication as is required by law and acceptance by the Cooperative and the Kansas Corporation Commission.

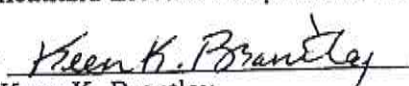
Section 13. This franchise is granted pursuant to the provisions of K.S.A. 12-2001.

Passed and approved this 1 day of December, 2008.


Mayor


City Clerk

Wheatland Electric Cooperative, Inc.

by 
Keen K. Brantley
General Counsel

Approved as to form.


Kerwin L. Spencer, City Attorney

RESOLUTION No. 1-2009

A resolution authorizing the Mayor of the City of South Haven, Kansas, to execute an agreement between the City of South Haven and South Haven Township, Kansas, for fire suppression services.

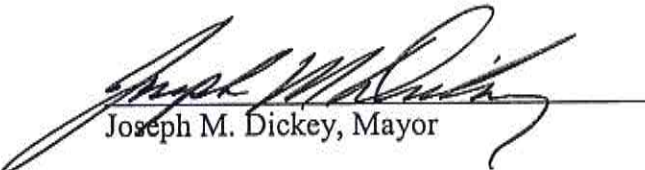
Whereas, South Haven Township, Kansas, desires to receive from the City of South Haven fire suppression services via the South Haven Fire Department; and

Whereas, the terms and conditions for the provisions of said fire suppression services, as specified in the attached agreement, are in accordance with the mutual understanding of both parties; therefore,

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

The Mayor of the City of South Haven, Kansas, is hereby authorized to execute the agreement with South Haven Township, Kansas, for fire suppression services; a copy of which is attached hereto and made a part thereof.

Passed and approved by the governing body of the City of South Haven, Kansas, this 1st day of June, 2009.

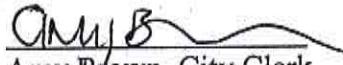


Joseph M. Dickey, Mayor



(SEAL)

ATTEST:



Amy Brown, City Clerk

AGREEMENT FOR CONTRACT FIRE DEPARTMENT SERVICES

WHEREAS, the township of South Haven Township, Kansas, desires to receive from the City of South Haven, Kansas via the South Haven Fire Department, fire suppression services as hereinafter set forth; and

WHEREAS, the City of South Haven is willing and able to provide such fire suppression services with the South Haven Fire Department; and

WHEREAS, both South Haven Township and the City of South Haven desire to contract with reference thereto;

NOW, THEREFORE, THE CITY OF SOUTH HAVEN, KANSAS, AND SOUTH HAVEN TOWNSHIP, KANSAS, AGREE AS FOLLOWS:

Section 1. The South Haven Fire Department, during the term of this agreement, will respond to all 911 dispatched calls of fire occurring within the boundaries of South Haven Township, Kansas, with as many units as possible with available personnel; provided, however, that the South Haven Fire Department shall not be obligated to respond to any fire calls aforesaid if:

- (a.) such units and personnel have already been dispatched by 911:
 1. Within the corporate limits of the City of South Haven.
 2. Within the boundaries of any other entities the City of South Haven contracts with.
 3. For mutual aid to surrounding fire departments.
- (b.) the Fire Chief, in his/her sole discretion, determines that the roads to be traversed by said fire units in reaching a fire are impassible or are hazardous to the units and/or personnel.

Section 2. For fire suppression services as above set forth, South Haven Township, Kansas shall pay the City of South Haven, Kansas, fees as follows:

- (a.) For the year 2009, a fee of \$1004, due and payable on January 1, 2010.
- (b.) For the year 2010 and each year thereafter, a fee equal to one mill of the property tax revenues levied by the South Haven Township, due and payable January 1 of each year, beginning January 1, 2011.

Section 3. The terms of this agreement shall commence on January 1, 2009 and shall be indefinitely renewed every year on January 1, unless terminated in writing by either party at least thirty days prior.

Section 4. The City of South Haven reserves the right to increase said fire suppression base fee and/or supplemental fees at any time by resolution. The City of South Haven shall notify South Haven Township in writing at least six months prior to any increase in rate fees effective for the next calendar year. The City of South Haven shall provide a copy of said resolution to be attached to and made a part thereof this, the original contract agreement.

AGREEMENT FOR CONTRACT FIRE DEPARTMENT SERVICES

WHEREAS, the township of Guelph Township, Kansas, desires to receive from the City of South Haven, Kansas via the South Haven Fire Department, fire suppression services as hereinafter set forth; and

WHEREAS, the City of South Haven is willing and able to provide such fire suppression services with the South Haven Fire Department; and

WHEREAS, both Guelph Township and the City of South Haven desire to contract with reference thereto;

NOW, THEREFORE, THE CITY OF SOUTH HAVEN, KANSAS, AND
GUELPH TOWNSHIP, KANSAS, AGREE AS FOLLOWS:

Section 1. The South Haven Fire Department, during the term of this agreement, will respond to all 911 dispatched calls of fire occurring within the boundaries of Guelph Township, Kansas, with as many units as possible with available personnel; provided, however, that the South Haven Fire Department shall not be obligated to respond to any fire calls aforesaid if:

- (a.) such units and personnel have already been dispatched by 911:
 1. Within the corporate limits of the City of South Haven.
 2. Within the boundaries of any other entities the City of South Haven contracts with.
 3. For mutual aid to surrounding fire departments.
- (b.) the Fire Chief, in his/her sole discretion, determines that the roads to be traversed by said fire units in reaching a fire are impassible or are hazardous to the units and/or personnel.

Section 2. For fire suppression services as above set forth, Guelph Township, Kansas shall pay the City of South Haven, Kansas, fees as follows:

- (a.) For the year 2009, a fee of \$900, due and payable upon the approval and signature of this contract.
- (b.) For the year 2010 and each year thereafter, a fee equal to one mill of the property tax revenues levied by Guelph Township, due and payable February 1 of each year, beginning February 1, 2010.

Section 3. The terms of this agreement shall commence on the date of the signatures on this contract and shall be indefinitely renewed every year on January 1, unless terminated in writing by either party at least thirty days prior.

Section 4. The City of South Haven reserves the right to increase said fire suppression base fee and/or supplemental fees at any time by resolution. The City of South Haven

RESOLUTION No. 2-2009

A resolution authorizing the Mayor of the City of South Haven, Kansas, to execute an agreement between the City of South Haven and Guelph Township, Kansas, for fire suppression services.

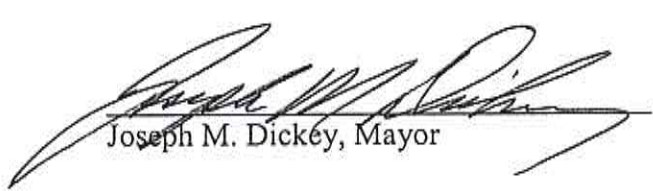
Whereas, Guelph Township, Kansas, desires to receive from the City of South Haven fire suppression services via the South Haven Fire Department; and

Whereas, the terms and conditions for the provisions of said fire suppression services, as specified in the attached agreement, are in accordance with the mutual understanding of both parties; therefore,

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


The Mayor of the City of South Haven, Kansas, is hereby authorized to execute the agreement with Guelph Township, Kansas, for fire suppression services; a copy of which is attached hereto and made a part thereof.

Passed and approved by the governing body of the City of South Haven, Kansas, this 6th day of July, 2009.


Joseph M. Dickey, Mayor

(SEAL)

ATTEST:


Amy Brown, City Clerk

ORDINANCE No. 298

An ordinance providing for the regulation of the use of house trailers and camper trailers in the City of South Haven, Kansas; and repealing Ordinance No. 269 and Resolution No. 1-1983; an ordinance and resolution amending Ordinance No. 225, regulating the use of house trailers and camper trailers and providing penalties for the violation thereof.

Whereas, it is in the public interest and welfare to regulate the use of house and camper trailers within the city limits of the City of South Haven, Kansas; therefore,

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

Section 1. Definitions.

1. A house trailer (sometimes called a mobile home) is defined herein as any movable structure, whether resting on wheels or foundation, and occupied as living quarters, regardless of width or length.
2. A camper trailer is defined herein as a movable structure on wheels not more than nine feet wide and not being occupied as permanent living quarters.

Section 2. Prohibited placement.

1. It shall be unlawful to locate or place any house trailer or camper trailer in the following parts of the City of South Haven, KS:
 - a. The west half of Blocks 3, 9, 14, 21, 26, and 33.
 - b. The east half of Blocks 4, 8, 15, 20, 27, and 32.
2. The South Haven City Council may authorize the placement, on an emergency basis, of a house trailer in the stated areas of prohibited placement, for a period not to exceed six (6) months, on any lot where the permanent dwelling use has been destroyed by fire, storm or other such calamity and the dwelling unit has been rendered uninhabitable. Such authorization shall be duly noted in the official minutes of the South Haven City Council.

Section 3. Compliance.

1. Any person(s) requesting to place a house trailer within the limits of the City of South Haven, KS shall first gain permission to do so by attending a meeting of the South Haven City Council and inquiring as such. Said permission, whether granted or denied, shall be duly noted in the official minutes.
2. Any person(s) requesting to place a house trailer within the limits of the City of South Haven, KS shall comply with the following:
 - a. All house trailers proposed to be moved, relocated, or otherwise placed on any property within the city limits, including within any Manufactured Home Park or Manufactured Home Subdivision shall have been manufactured after June 15, 1976, and the owner must show verification of such to the governing body of the city at a meeting of the South Haven City Council.
 - b. There shall be no more than one house trailer per city lot.

- c. There shall not be less than ten feet in distance from the house trailer to any alley, street, property line, easement and/or right of way.
- d. There shall not be less than twenty-five feet in distance from the house trailer to any other house trailer, dwelling, or other living quarters.
- e. All house trailers, either single-wide or double-wide, shall be permanently attached to the ground; shall be anchored by way of tie-downs to prevent uplift, sliding, rotation and overturning; and shall be skirted with some material of a similar appearance as the exterior siding.
- f. All house trailers shall be grounded for electrical purposes by a one-half inch by eight foot copper weld ground rod and bronze clamp using not less than a No. 5 AWG American Wire Gauge Copper Wire adequately bonded to both the house trailer frame and control wire.
- g. No house trailer shall be moved from one location to another location within the city limits unless such house trailer shall, when relocated, be made to conform fully with all regulations of this ordinance.
- h. Water: No one shall occupy a house trailer within the city limits unless it is connected to the city water system by an individual meter. Prior to such connection, the owner or occupant thereof shall pay the appropriate fee as established by city ordinance.
- i. Sewer: No one shall occupy a house trailer within the city limits unless it is connected to the city sewer system by an individual riser. It shall be the responsibility of the owner or occupant thereof to connect to the city sewer system in accordance with established city ordinances. The owner or occupant thereof shall incur all costs to connect to the sewer system.

Section 4. Exceptions.

1. Except as specifically indicated, Section 3 does not apply to any camper trailer when the same is being stored and is not being used as a temporary or permanent living quarters.
2. Except as specifically indicated, subsections 1, 2b., and 2d. of Section 3 do not apply to any house trailer or camper trailer when the same is parked in a city approved trailer park.

Section 5. Trailer parks.

All trailer parks or additions to trailer parks shall first be approved by the governing body of the City of South Haven, KS; both as to location and arrangements of the park, together with the proposed city utilities to be furnished.

Section 6. Compliance Officer.

1. The governing body of the City of South Haven, KS hereby appoints the City Maintenance Manager, City Clerk, or Mayor as Compliance Officers as pertains to this ordinance.
2. The trailer and/or property owner shall have sixty days to conform fully with all regulations of this ordinance once the house trailer has been moved onto the property.
3. The Compliance Officer shall inspect the house trailer after sixty days to ensure all regulations have conformed with fully.

Section 7. Separation; invalidity.

Each section and sentence of this ordinance are hereby declared to be separate and in the event that any part of this ordinance shall be declared to be invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity and/or constitutionality of any other sentence and/or section.

Section 8. Failure to Comply; Penalties.

If any person, firm, corporation, or other business entity shall violate any of the provisions of this ordinance, the aforementioned person, firm, corporation, or other business entity shall on conviction be deemed guilty of a misdemeanor and shall be fined in a sum not to exceed \$500. Each day that said ordinance is violated and each section and/or subsection that is violated shall be deemed a separate offense.

Section 9. Repeal.

Ordinance No. 269 and Resolution No. 1-1983 are hereby repealed.

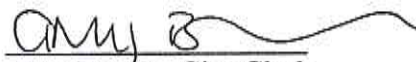
Section 10. Effective date.

This ordinance shall be in effect and full force from and after its passage and publication one time in the official city newspaper.

Passed and approved by the governing body of the city of South Haven, Kansas,
this 5 day of October, 2009.


Donald R. Minor, Mayor

(SEAL)


Amy Brown, City Clerk

Approved as to form:


Kerwin Spencer, City Attorney

Resolution Number: 3-2009

**RESOLUTION TO BE USED BY CITIES WHEN
APPLYING FOR PARTICIPATION IN THE NFIP**

WHEREAS, certain areas of the City of South Haven, KS are subject to periodic flooding causing serious damages to properties within these areas; and

WHEREAS, relief is available in the form of Federally subsidized flood insurance as authorized by the National Flood Insurance Act of 1968; and

WHEREAS, it is the intent of this City Council of the City of South Haven, KS to require recognition and evaluation of flood hazards in all official actions relating to land use in areas having these hazards; and

WHEREAS, this body has the legal authority to adopt land use and control measures to reduce future flood losses pursuant to KSA 12-766.

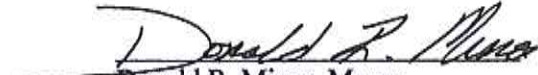
NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of South Haven, KS, hereby:

1. Assures the Federal Insurance Administration that it will enact as necessary, and maintain in force in those areas having flood hazards, adequate land use and control measures with effective enforcement provisions consistent with the Criteria set forth in Section 60.3 of the National Flood Insurance Program regulations; and
2. Vests the City Clerk or the Mayor with the responsibility, authority, and means to:
 - a. Assist the Federal Insurance Administrator, at his/her request, in delineating the limits of the areas having special flood hazards;
 - b. Provide such information as the Administrator may request concerning present uses and occupancy of the floodplain areas;
 - c. Cooperate with Federal, State, and local agencies and private firms which undertake to study, survey, map, and identify floodplain areas, and cooperate with neighboring communities and the county with respect to management of adjoining floodplain areas in order to prevent aggravation of existing hazards;
 - d. When received from the Administrator, complete and submit those reports which advise the Administrator on the progress made within the community in the development and implementation of floodplain management measures; and
 - e. Upon occurrence, notify the Administrator in writing whenever the boundaries of the community have been modified by annexation or loss of authority to adopt and enforce floodplain management regulations for a particular area. Included in such notification will be a map of the community, suitable for reproduction, which clearly delineates the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.
3. Appoints the City Clerk or Mayor to maintain for public inspection and to furnish upon request, for the determination of applicable flood insurance risk premium rates any certificates of floodproofing

and information on the elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures; and

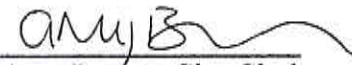
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Program.

ADOPTED AND PASSED, by the City Council of the City of South Haven, KS, this 5 day of October, 2009.


Donald R. Minor, Mayor

(SEAL)

ATTEST:


Amy Brown, City Clerk

Resolution Adoption by Reference

Pursuant to the provisions of K.S.A. 12-3009, 12-3010, and 12-3301

Resolution No. 4-2009

AN ORDINANCE TO ESTABLISH BY REFERENCE THE CITY OF SOUTH HAVEN, KANSAS FLOODPLAIN MANAGEMENT REGULATIONS BY REFERENCE OF THE NEW FLOODPLAIN ORDINANCE BASED ON THE MODEL RECOMMENDED BY FEMA AND THE KANSAS DEPARTMENT OF AGRICULTURE.

WHEREAS, in accordance with state and federal law, all such floodplain regulations must be approved by the Chief Engineer of the Kansas Department of Agriculture, Division of Water Resources and must coordinate with the requirements of the National Flood Insurance Act of 1968 as amended; and

WHEREAS, the Chief Engineer of the Kansas Department of Agriculture, Division of Water Resources and the officials of the Federal Emergency Management Agency (FEMA) Region VII have recommended that the City of South Haven, Kansas revise its floodplain management regulations and adopt new regulations based upon the recommended model floodplain management regulations;

WHEREAS, the governing body of the City of South Haven, Kansas has determined it is in the best interest of the City to create floodplain management regulations and incorporating by reference new regulations based on the model floodplain management zoning regulations;

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

SECTION 1.

That the City of South Haven, Kansas Floodplain Management Ordinance No. 299 is hereby created, which reads as follows:

INCORPORATION OF FLOODPLAIN MANAGEMENT ORDINANCE. Pursuant to the provisions of K.S.A. 12-3009, 12-3010 and 12-3301, there is hereby incorporated by reference for the purpose of providing floodplain zoning regulations within the City of South Haven, Kansas all of the regulations contained in that document thereafter known and referred to as the "Floodplain Management Ordinance for South Haven, Kansas", which is based upon and modeled after the Model Floodplain Management Ordinance as approved and recommended by the Federal Emergency Management Agency Region VII and the Kansas Department of Agriculture, Division of Water Resources.

No fewer than three copies of the Floodplain Management Ordinance for South Haven, Kansas, shall be marked or stamped "Official Copy as incorporated by Resolution No. 4-2009 of the City of South Haven, Kansas," and such copies shall be filed with the City Clerk to be open for inspection and available to the public at all reasonable business hours, provided that such official copies may not be removed from City Hall. All City officials requiring the use of the Floodplain Management Ordinance for South Haven, Kansas, shall be supplied, at the expense of the City,

OCT 28 2009

FLOODPLAIN MANAGEMENT ORDINANCE

KS DEPT OF AGRICULTURE

60.3(b)

ORDINANCE # 299

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, AND PURPOSES

SECTION A. STATUTORY AUTHORIZATION

1. *Approval of Draft Ordinance by Kansas Chief Engineer Prior to Adoption*

The following floodplain management regulations, as written, were approved in draft form by the Chief Engineer of the Division of Water Resources of the Kansas Department of Agriculture on October 29 2009.

2. *Kansas Statutory Authorization*

The Legislature of the State of Kansas has in K.S.A. 12-741 *et seq.*, and specifically in K.S.A. 12-766, delegated the responsibility to local governmental units to adopt floodplain management regulations designed to protect the health, safety, and general welfare. Therefore, the Governing Body of the City of South Haven, Kansas, ordains as follows:

SECTION B. FINDINGS OF FACT

1. *Flood Losses Resulting from Periodic Inundation*

The special flood hazard areas of the City of South Haven, Kansas are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base; all of which adversely affect the public health, safety and general welfare.

2. *General Causes of the Flood Losses*

These flood losses are caused by (1) the cumulative effect of development in any delineated floodplain causing increases in flood heights and velocities; and (2) the occupancy of flood hazard areas by uses vulnerable to floods, hazardous to others, inadequately elevated, or otherwise unprotected from flood damages.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare; to minimize those losses described in Article 1, Section B(1); to establish or maintain the community's eligibility for participation in the National Flood Insurance Program (NFIP) as defined in 44 Code of Federal

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions.

This ordinance shall not create a liability on the part of the City of South Haven, Kansas, any officer or employee thereof, for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made there under.

SECTION F. SEVERABILITY

If any section; clause; provision; or portion of this ordinance is adjudged unconstitutional or invalid by a court of appropriate jurisdiction, the remainder of this ordinance shall not be affected thereby.

ARTICLE 3 ADMINISTRATION

WATER RESOURCES
RECEIVED

OCT 28 2009

SECTION A. FLOODPLAIN DEVELOPMENT PERMIT

KS DEPT OF AGRICULTURE

A floodplain development permit shall be required for all proposed construction or other development, including the placement of manufactured homes, in the areas described in Article 2, Section A. No person, firm, corporation, or unit of government shall initiate any development or substantial-improvement or cause the same to be done without first obtaining a separate floodplain development permit for each structure or other development.

SECTION B. DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The City Clerk or Mayor of the City of South Haven, Kansas is hereby appointed to administer and implement the provisions of this ordinance as the Floodplain Administrator.

SECTION C. DUTIES AND RESPONSIBILITIES OF FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

1. Review of all applications for floodplain development permits to assure that sites are reasonably safe from flooding and that the floodplain development permit requirements of this ordinance have been satisfied;
2. Review of all applications for floodplain development permits for proposed development to assure that all necessary permits have been obtained from Federal, State, or local governmental agencies from which prior approval is required by Federal, State, or local law;
3. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;
4. Issue floodplain development permits for all approved applications;
5. Notify adjacent communities and the Division of Water Resources, Kansas Department of Agriculture, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);

2. All areas identified as unnumbered A zones on the Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map (FHBM) are subject to inundation of the 100-year flood; however, the base flood elevation is not provided. Development within unnumbered A zones is subject to all provisions of this ordinance. If the Flood Insurance Study is not available; the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from State, Federal and other sources.

3. All new construction, subdivision proposals, substantial-improvements, prefabricated buildings, placement of manufactured homes, and other developments shall require:
 - a. Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - b. Construction with materials resistant to flood damage;
 - c. Utilization of methods and practices that minimize flood damages;
 - d. All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
 - e. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination from them during flooding; and
 - f. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:
 - (1) All such proposals are consistent with the need to minimize flood damage;
 - (2) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
 - (3) Adequate drainage is provided so as to reduce exposure to flood hazards; and
 - (4) All proposals for development, including proposals for manufactured home parks and subdivisions, of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data.

4. *Storage, Material, and Equipment*

- a. The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.

- b. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning.

(2) The bottom of all opening shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

2. In all areas of special flood hazard, once **floodway** data is obtained, as set forth in Article 4, Section A(2), the following provisions are required:
 - a. The designated floodway shall be based on the standard that the area chosen for the floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation more than one (1) foot at any point; and
 - b. The community shall prohibit any encroachments, including fill, new construction, substantial-improvements, and other development within the designated regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in **any** increase in flood levels within the community during the occurrence of the base flood discharge.

SECTION C. MANUFACTURED HOMES

1. All manufactured homes to be placed within special flood hazard areas shall be required to be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
2. Require manufactured homes that are placed or substantially improved within unnumbered A zones on the community's FIRM or FHBM on sites:
 - a. Outside of a manufactured home park or subdivision;
 - b. In a new manufactured home park or subdivision;
 - c. In an expansion to an existing manufactured home park or subdivision; or
 - d. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial-damage" as the result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to a minimum of one (1) foot above the base flood level and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.
3. Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within unnumbered A zones on the community's FIRM or FHBM, that are not subject to the provisions of Article 4, Section C(2) of this ordinance, be elevated so that either:

SECTION D. FLOODPLAIN MANAGEMENT VARIANCE CRITERIA

In passing upon such applications for variances, the Appeal Board shall consider all technical data and evaluations, all relevant factors, standards specified in other sections of this ordinance, and the following criteria:

1. Danger to life and property due to flood damage;
2. Danger that materials may be swept onto other lands to the injury of others;
3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. Importance of the services provided by the proposed facility to the community;
5. Necessity to the facility of a waterfront location, where applicable;
6. Availability of alternative locations, not subject to flood damage, for the proposed use;
7. Compatibility of the proposed use with existing and anticipated development;
8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. Safety of access to the property in times of flood for ordinary and emergency vehicles;
10. Expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, if applicable, expected at the site; and,
11. Costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems; streets; and bridges.

SECTION E. CONDITIONS FOR APPROVING FLOODPLAIN MANAGEMENT VARIANCES

1. Generally, variances may be issued for new construction and substantial-improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood elevation, providing items two (2) through six (6) below have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
2. Variances may be issued for the reconstruction, repair, rehabilitation, or restoration of structures listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination, provided the proposed activity will not preclude the structure's continued historic designation and the variance is the minimum necessary to preserve the historic character and design of the structure.

"100-year Flood" *see* "base flood."

"Accessory Structure" means the same as "appurtenant structure."

"Actuarial Rates" *see* "risk premium rates."

"Administrator" means the Federal Insurance Administrator.

"Agency" means the Federal Emergency Management Agency (FEMA).

"Appeal" means a request for review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

"Appurtenant Structure" means a structure that is on the same parcel of property as the principle structure to be insured and the use of which is incidental to the use of the principal structure.

"Area of Special Flood Hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

"Building" *see* "structure."

"Chief Engineer" means the chief engineer of the division of water resources, Kansas Department Of Agriculture.

"Chief Executive Officer" or "Chief Elected Official" means the official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community.

"Community" means any State or area or political subdivision thereof, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

"Elevated Building" means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Eligible Community" or "Participating Community" means a community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

WATER RESOURCES
DIVISION

OCT 28 2009

"**Floodproofing**" means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

"**Floodway**" or "**Regulatory Floodway**" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"**Freeboard**" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "*Freeboard*" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

"**Functionally Dependent Use**" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

"**Highest Adjacent Grade**" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"**Historic Structure**" means any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

"**Lowest Floor**" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, **provided** that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this ordinance.

"**Manufactured Home**" means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "*manufactured home*" **does not include** a "*recreational vehicle*."

"**Manufactured Home Park or Subdivision**" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"**Map**" means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by the Federal Emergency Management Agency (FEMA).

with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. "Risk premium rates" include provisions for operating costs and allowances.

"Special Flood Hazard Area" see "area of special flood hazard."

"Special Hazard Area" means an area having special flood hazards and shown on a FIRM or FHBM as zones (unnumbered or numbered) A, AO, AE, or AH.

"Start of Construction" includes substantial-improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The *actual start* means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial-improvement, the *actual start of construction* means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" means the Division of Water Resources, Kansas Department of Agriculture, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the NFIP in the state of Kansas.

"Structure" means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. "Structure" for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank, that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation, or a travel trailer, without wheels on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

"Substantial-Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial-Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial-damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project or improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

WATER RESOURCES
RECEIVED

OCT 28 2004



ATTEST:

Amy B
Signature of Recording Clerk

11-2-2009
Date

Amy Brown
Recording Clerk Name (Typed/printed)

City Clerk
Title

Published in Official News publication, The South Haven New Era, on November 10, 2009.

Chief Engineer Draft Approval Seal Here:

APPROVED

This 29th day of October, 2009

David W. Barfield
DAVID W. BARFIELD, P.E.
Chief Engineer
for Division of Water Resources
Kansas Department of Agriculture

WATER RESOURCES
RECEIVED

OCT 28 2009

K6 DEPT OF AGRICULTURE

AGREEMENT FOR CONTRACT FIRE DEPARTMENT SERVICES

WHEREAS, the City of Hunnewell, Kansas, desires to receive from the City of South Haven, Kansas via the South Haven Fire Department, fire suppression services as hereinafter set forth; and

WHEREAS, the City of South Haven is willing and able to provide such fire suppression services with the South Haven Fire Department; and

WHEREAS, both the City of Hunnewell and the City of South Haven desire to contract with reference thereto;

NOW, THEREFORE, THE CITY OF SOUTH HAVEN, KANSAS, AND THE CITY OF HUNNEWELL, KANSAS, AGREE AS FOLLOWS:

Section 1. The South Haven Fire Department, during the term of this agreement, will respond to all 911 dispatched calls of fire occurring within the city limits of Hunnewell, Kansas, with as many units as possible with available personnel; provided, however, that the South Haven Fire Department shall not be obligated to respond to any fire calls aforesaid if:

- (a.) such units and personnel have already been dispatched by 911:
 1. Within the corporate limits of the City of South Haven.
 2. Within the boundaries of any other entities the City of South Haven contracts with.
 3. For mutual aid to surrounding fire departments.
- (b.) the Fire Chief, in his/her sole discretion, determines that the roads to be traversed by said fire units in reaching a fire are impassible or are hazardous to the units and/or personnel.

Section 2. For fire suppression services as above set forth, the City of Hunnewell, Kansas shall pay the City of South Haven, Kansas, a base fee of \$698.00 annually, due and payable on January 31 of each year.

Section 3. The terms of this agreement shall commence on January 31, 2010 and shall be indefinitely renewed every year on January 31, unless terminated in writing by either party at least thirty days prior.

Section 4. The City of South Haven reserves the right to increase said fire suppression base fee and/or supplemental fees at any time by resolution. The City of South Haven shall notify the City of Hunnewell in writing at least six months prior to any increase in rate fees effective for the next calendar year. The City of South Haven shall provide a copy of said resolution to be attached to and made a part thereof this, the original contract agreement.

RESOLUTION No. 1-2010

A resolution authorizing the Mayor of the City of South Haven, Kansas, to execute an agreement between the City of South Haven and the City of Hunnewell, Kansas, for fire suppression services.

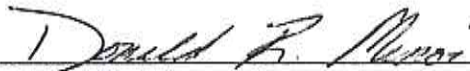
Whereas, the City of Hunnewell, Kansas, desires to receive from the City of South Haven fire suppression services via the South Haven Fire Department; and

Whereas, the terms and conditions for the provisions of said fire suppression services, as specified in the attached agreement, are in accordance with the mutual understanding of both parties; therefore,

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

The Mayor of the City of South Haven, Kansas, is hereby authorized to execute the agreement with the City of Hunnewell, Kansas, for fire suppression services; a copy of which is attached hereto and made a part thereof.

Passed and approved by the governing body of the City of South Haven, Kansas, this 1 day of February, 2010.



Donald R. Minor, Mayor

(SEAL)

ATTEST:



Amy Brown, City Clerk

RESOLUTION # 2-2010

WHEREAS, the City Council of South Haven, KS, has limited capability to undertake extensive participation in the preparation of a hazard mitigation plan; and

WHEREAS, James Fair – Director, Sumner County Emergency Management Agency is able to act on behalf of the South Haven City Council in the analysis and development of a hazard mitigation plan; and

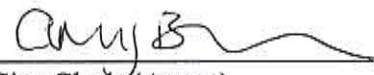
WHEREAS, Sumner County shall prepare a hazard mitigation plan in accordance with 44 FEMA requirements at 44 C.F.R. 201.6; and

WHEREAS, Sumner County Emergency Management Agency shall deliver a draft copy of the Plan for public comment as well as the governing body's comment during the planning process and prior to adoption.

NOW THEREFORE, the South Haven City Council authorizes James Fair – Director, Sumner County Emergency Management Agency to act on behalf of the City of South Haven, KS, to prepare the Sumner County Multi-Jurisdictional Hazard Mitigation Plan, which shall be reviewed and considered for adoption by the South Haven City Council upon completion.

ADOPTED: this 5th day of April, 2010 at the meeting of the South Haven City Council as the governing body for the City of South Haven, KS.


Council Chairman


City Clerk (Attest)