

RURAL WATER DISTRICT NO. 6 FRANKLIN COUNTY, KANSAS

RULES AND REGULATIONS

These Rules are issued in compliance with Chapter 82a, Article 6, Kansas Statutes Annotated, as amended, and the By-laws of the District, and are designed to govern the supplying and taking of water service in a uniform manner for the benefit of the District and its members. They are subject to change from time to time. If a provision of the Rules conflicts with a provision of the rate schedule, the provision of the rate schedule will prevail. If any portion of these Rules shall be declared invalid by competent authority, such voidance shall not affect the validity of the remaining portions.

I. DEFINITIONS

The following expressions when used herein will have the meaning stated below.

1. Applicant: Any individual, firm, partnership, corporation or other agency owning land located within the District, applying for water service.
2. Benefit Unit: A right entitling the holder to one water service.
3. Board: The Board of Directors of Rural Water No. 6, Franklin County, Kansas
4. Consumer: Any individual, firm, partnership, corporation or other agency receiving water from the District's facilities and

owning or occupying land located within the District in favor of which one or more benefit units have been subscribed and paid for.

5. Point of Delivery: The point of delivery shall be at the meter, unless otherwise specified in the Application for Water Service and Water Users' Agreement.

6. Service: The term service when used in connection with the supplying of water shall mean the availability for use by the consumers of water adequate to meet the consumer's requirements. Service shall be considered as available when the District maintains the water supply at normal pressure at the point of delivery, in readiness for the consumer's use, regardless of whether or not the consumer makes use of it.

7. Application for Water Service and Water Users' Agreement: The agreement or contract between the consumer and the District, pursuant to which water service is supplied and accepted.

8. Water Service: A water service shall consist of facilities for supplying water to one residence or one business establishment located on land within the District. A landowner must purchase a benefit unit and accept a water service for each residence or business establishment served.

The term "one residence" shall mean any separate building or mobile home, in which a person or persons shall reside, whether temporarily or permanently. Two separate

buildings shall not be deemed one building merely as a result of being connected by a breezeway, enclosed hallway, porch, or other connection structure.

The term “business establishment” shall mean one business building where retail or wholesale trade, manufacturing, or providing services, is carried on, whether full-time or part-time, including necessary outbuildings which are not used for the purpose of being open to the public. A farmhouse, barn, storage sheds, and garage may constitute one agricultural business establishment. One business establishment open to the public, plus one residence would require two benefit units.

II. GENERAL RULES

1. **Rate Schedule:** The supplying and taking of water will be in conformance with these Rules and the applicable rate schedule attached hereto, and filed with the Chief Engineer of the Division of Water Resources and the Secretary of the District: Provided, however, that such rate schedule is subject to change by action of the Board: Provided, further, that if at any time the Board of Directors determines that the total amount derived from the collection of charges is insufficient for the payment of operating cost, emergency repairs, debt service, and a reasonable reserve, the Board shall increase the minimum water rate for the first month thereafter in an amount sufficient to pay such operating cost, emergency repairs, debt service, and to accumulate reasonable reserves.
2. **Application for Service:** Applicants for service shall make application to the Secretary of the District. If the application for service is approved by the board of Directors, the applicant will purchase a benefit unit for each water service desired, and sign the standard Application for Water Service and Water Users’ Agreement for an indefinite period.
3. **Preparation for Service:** Before installing a service extension and providing water available for use, the Board may require the applicant to pipe his home and be in readiness to accept service.
4. **Service for sole use of the Consumer:** A standard water service connection is for the sole use of the applicant or the consumer, and does not permit the extension of pipes to transfer water from one property to another, nor to share, resell, or sub-meter water to any other consumer. If an emergency or specific situation should make such an arrangement advisable, it shall be done only on specific written permission of the Board of Directors for the duration of the emergency.
5. **Agreements with Governmental and Public Bodies:** The District through its Board of Directors may make specific water service contracts with the Federal Government, the State of Kansas, or agencies thereof, school districts and municipal corporations, differing from stipulation set out in the rate schedule and rules.
6. **Right of Access:** Representatives of the District shall have the right at all reasonable hours to enter upon consumers’ premises to test control valves, inspect piping, and to perform other duties for the proper maintenance and operation of service, or to remove its service equipment and shut off water upon discontinuance of service by consumers.
7. **Continuity of Service:** The District will make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, extensions, or for other necessary work. Efforts will be made to notify consumers who may be affected by such interruptions, but the District will not accept responsibility for losses which might occur due to such necessary interruptions.

8. Limit of Liability of the District: The District does not accept responsibility for losses which might occur due to interruptions to service caused by storms, strikes, floods, or other causes beyond its control.

III. CONTROL EQUIPMENT

1. Water Meters: Meters will be furnished, installed, owned, inspected, tested and kept in proper operating condition by the District, without cost to the consumer. A complete record of tests and histories of meters will be kept by the District. Meter test will be made according to methods of the American Waterworks Association by the District, as often as deemed necessary by its Board of Directors.

2. Meter Accuracy: Meters will be checked periodically at the directions of the Board of Directors. Service Meters whose errors do not exceed two percent (2%), fast or slow, shall be considered as being within the allowable limits of accuracy for billing purposes. The percentage of error will be considered as that arrived at by taking the average of the error at full load and that at ten percent (10%) load, unless a consumer's rate of usage is known to be practically constant, in which case the error at such constant use will be used.

3. Meter Locations: Meters will be set in meter wells at or near the user's property line. Meters shall be set in an accessible place outside of buildings, except where otherwise directed by the District. All meters shall be set horizontally and never connected into a vertical pipe. Meters set outside of a building shall be placed in a meter box furnished and installed by the District.

4. Payment for Water: The District will read the meters each month and bill no later than the first working day of each month (if bill is not

received by the 10th of the month please call the District Office)(June 1, 2004). Consumers shall remit the payment no later than the 15th day of each month, as set forth in the water rate schedule. Water not paid for by the 15th of the month shall be subject to a fifteen percent (15%) late charge. Failure to pay for water, after it is used, by the first day of the month following the month in which the payment is due shall result in discontinuance of the service at the direction of the Board.

5. Reconnection Charges: The reconnection charge for restoration of service, if reconnection is authorized and approved under the provisions of the By-Laws of the District, after each suspension of service because of delinquent payment or for other infraction of these rules, shall be the unpaid amount charged to date against the consumer's benefit unit, plus \$200.00 reconnection fee, as set from time to time by the Board of Directors

6. Requested meter test: Meter tests requested by consumers will be performed without cost to the consumer if the meter is found to be in excess of two percent (2%) fast. Otherwise, the consumer for whom the requested test was made will be charged for the cost of making the test. A fifty dollar (\$50) charge will apply for all flow checks on newly installed meters, if meter checks ok patron will pay charge, if wrong District will stand cost. (August 25, 2003)

7. Consumer's Responsibility: The consumer shall be responsible for any damage to service equipment installed by the District for his service, on account of any cause other than normal wear and tear.

8. A consumer may apply to change a previously existing secondary ("pasture") meter to a regular Benefit Unit, by paying the difference between the original cost and the current cost of a Benefit Unit. No secondary

("pasture") meter shall be sold after January 1, 1993.

IV. CHANGE OF OWNERSHIP OF LAND

It shall be the consumer's responsibility to anticipate changes of ownership of land, and to have his benefit unit and additional water supply unit(s) transferred to the new consumer as prescribed in the By-Laws. Until the benefit unit is formally transferred, the original holder shall be responsible for payment for service. All charges levied against a benefit unit must be paid, before the benefit unit can be transferred, or service resumed where there has been suspension. There will be a \$25 charge on all transfer of meter ownership (August 25, 2003)

V. MAIN EXTENSIONS

Any water line extension or road crossing work will be done by an approved contractor of Rural Water District No. 6, Franklin County, Kansas, and will be paid in full to the District before any work on the water line or road crossing can begin. This approved by the Board of Directors at their regular board meetings of August 27, 2001 and October 29, 2001. There is no payback on water line extensions (amended January 1, 2014). (Amended a 2nd time December 29, 2014 (see minutes))

VI. SERVICES

The District will install and pay for all water service pipes (except for private fire protection) from its mains to the meters on the property abutting the territory along which the main is installed. The service line for meters shall not be less than 3/4th inch in size. The District will also install and pay for the district dock, meter and meter setting. The meter will be set in front

of the premises to be served or at a point on the consumer's premises designated by the District. All meters and meter settings shall remain the property of the District.

If District property including water lines are damaged by any operator and District has not been called to locate line or other object the penalty will be three hundred dollar (\$300) minimum charge or actual cost whichever is greatest as determined by the Board of Directors for the first offence, each sequences infraction will be five hundred dollars (\$500) or actual damages as determined by the Board of Directors (January 1, 2008)

VII. COST OF BENEFIT UNIT

The cost of initial Benefit Units shall be a sum established by the Board of Directors. Application shall be made for the purpose of this article when the full amount of cost of each Benefit Unit is paid to the District and an Application for Water Service and Water Users' Agreement is signed by the landowner and filed with the Secretary.

Benefit Units purchased but not installed within forty-five (45) days, debt service fee starts 1st of month following this date. (November 24, 2003)

VIII. EXCESSIVE REQUIREMENTS

In the event an applicant whose water requirements are found to exceed the District's ability to supply it from existing plant without adversely affecting service to other consumers to an unreasonable extent, the District will not be obligated to render such service, unless and until suitable self-liquidating financing is arranged to cover the necessary investment in additional plant.

IX. CONNECTION WITH PRIVATE WATER SYSTEM

There shall be no physical connection between any private water system and the water system of the District. Representatives of the District shall have the right at all reasonable hours to enter upon consumer's premises for the purpose of inspection and enforcement of this provision. Violation of the provision shall constitute cause for disconnection of a consumer's service following notice and opportunity for hearing.

For purposes of this policy, immediate family shall mean the spouse, child, father, mother, father-in-law, mother-in-law, grandparent, grandchild, sister, brother, sister-in-law, brother-in-law, son-in-law, or daughter-in-law. (January 11, 2010)

X. HIRING

It is the policy of Rural Water District #6 in Franklin County, Kansas (subsequently referred to as RWD #6) to employ and retain the best qualified people available without bias.


Secretary

No RWD #6 employee or RWD #6 board member shall participate in or influence the recruiting, hiring, evaluation, promotion, or disciplinary proceeding of a member of his/her immediate family, nor shall any employee be hired who would have a member of his/her immediate family provide direct supervision or have authority over a direct supervisor of that employee. No person who is an immediate family member of RWD #6 board member shall be hired as a full-time, part-time, or temporary employee of RWD #6. This prohibition on employment shall not apply to persons who were employees of RWD #6 on a full-time basis on December 28, 2009.

If two employees become immediate family members during their employment at RWD #6 and such relationship violates the provisions of this policy, one of the employees must end employment at RWD #6.

No RWD #6 employee or RWD #6 board members shall participate in or influence the bidding process or awarding of a contract for work done on behalf of RWD #6 by a contractor who is an immediate family member or a contracting company that is owned by an immediate family member.

**RURAL WATER DISTRICT NO. 6
FRANKLIN COUNTY, KANSAS**

BYLAWS

Article 1

Name and Place of Business

Section 1. The name of this corporation shall be Rural Water District No. 6, Franklin County, Kansas.

Section 2. The principal office of this District shall be located at such place as designated by the Board of Directors.

Article 2

Corporate Powers

Section 1. The corporate powers of this District shall be vested in the Board of Directors, hereinafter referred to as the Board.

Article 3

Purpose and Objectives

Section 1. The purpose and objectives of this District are as follows:

- a) To acquire water and water rights and to build and acquire pipe lines and other facilities, and to operate the same for the purpose of furnishing water for domestic, garden, livestock and other purposes to owners and occupants of land located within the District, and others as authorized by these Bylaws.
- b) To borrow money from any Federal or State agency, or from any other source, and to

secure said loans by mortgaging or pledging all of the physical assets and revenue and income of the District, including easements and right-of-ways.

- c) To hold such real and personal property as may come into its possession by will, gift, purchase, or otherwise, as authorized by law, and to acquire and dispose of such real and personal property, including right-of-way and easements, wherever located, as may be necessary and convenient for the proper conduct and operation of the business of the District.
- d) To establish rates and impose charges for water furnished to participating member and others.
- e) To enter into contracts for the purpose of accomplishing the purposes of the District with any person or governmental agency.
- f) To cooperate with any person or with any governmental agency in any undertaking designed to further the purposes of the District.
- g) To do and perform any and all acts necessary or desirable for the accomplishment of the purposes of the District which may lawfully be done by such District under the laws of the State of Kansas.

**Article 4
Definitions**

Participating Member: owners of land located within the District who have subscribed to one or more Benefit Units.

Owners of land: one or more persons in whom title to real estate is vested, to include a person or persons owning an equitable interest in real estate by virtue of an installment purchase contract.

**Article 5
Water Users**

Section 1. Water shall be supplied only to land located within the District: Provided, however, that the Board may make water available to the public for purchase at such distribution points as it may establish.

Section 2. No owner of land located within the District shall be eligible to become a water subscriber unless he has first subscribed and paid for one or more Benefit Units. Tenants occupying land located within the District may become water subscribers: Provided that the owner, or someone on behalf of the owner, has subscribed and paid for one or more Benefit Units in favor of the land the tenant is occupying.

Section 3. An applicant for a Benefit Unit shall complete the application form provided by the District, and shall sign the Water User Agreement provided by the District at the time of application.

**Article 6
Right to Vote**

Section 1. Only participating members shall have the right to vote, and each participating member shall be entitled to a single vote, regardless of the number of Benefit Units to which the member may have subscribed. There shall be no proxy voting. A participating member may be an individual, firm, partnership, association, or corporation. A firm, partnership, association, or corporation may vote by

designating one of its members to vote on its behalf. No participating member shall vote unless the payment of charges is current on at least one of the Benefit Units.

**Article 7
Benefit Units**

Section 1. The Board shall establish a fee for Benefit Units. Each Benefit Unit shall carry with it the obligation of paying a minimum monthly charge from the time service can be established as determined by the Board of Directors. Additional Benefit Units shall be available only as capacity of the District's facilities permit, as determined by the Board of Directors. Subscriptions for Benefit Units shall be given preference and priority in order in which by the Board of Directors. The Board may refuse the subscription for a Benefit Unit in favor of a particular tract of land located within the District, or impose special conditions on granting the same if in the judgment of the Board, the granting of said subscription and the furnishing of water pursuant thereto, would impair the service to other water users in that locality or be uneconomical, unfeasible or place an undue burden on the District.

Section 2. Upon the purchase of Benefit Units, the owner(s) of land designate the tract of land to which the Benefit Units shall be assigned, and the Benefit Unit shall not be transferred from one tract of land to another within the District, without the approval of the Board. The owner(s) of lands subscribing for more than one Benefit Unit to be assigned to one tract of land shall at the time of said subscription designate as nearly as practical of the location on said tract here he intends to utilize said Benefit Units and no major change in location shall be made without the approval of the Board. Benefit Units Certificates shall be issued by the Board, signed by the Chairman and Secretary, showing name of owner, and tract of land to which the Benefit Unit is assigned, numbered consecutively in the order in which issued.

Section 3. The consideration paid for Benefit Units shall be considered donations to the District and shall in no event and under no circumstances be refunded to the subscriber.

Section 4. Benefit Units shall follow the title of the land unless the owner of the land designates otherwise. Owners may transfer Benefit Units from one tract of land to another tract owned by them within the District, subject however to the approval of the Board. No transfer in ownership of Benefit Units shall be permitted without the approval of the Board. No transfer will be approved unless all charges against the Benefit Unit are paid. All transfers when approved shall be recorded in the books of the District. In the event the ownership of the land has changed and no request for transfer was initiated by the Benefit Unit owner, then the District shall consider the transfer of the Benefit Unit to the new owner upon proof of ownership of the land.

Section 5. Each Benefit Unit shall entitle the owner to not exceed one line from the District's water system. Each line shall serve not to exceed one residence or one business establishment, together with the necessary and usual out buildings.

Section 6. Failure to timely pay any charges or fees payable to the District, or violation of any of these Bylaws or the Rules and Regulations of the District, shall be cause for termination of water service. The Board shall provide for the procedure to be followed before water service is terminated.

Section 7. A Benefit Unit shall be subject to forfeiture any time that any minimum monthly charge or charge for metered water remains unpaid for six months or longer after becoming first due and payable. Benefit Units shall also be subject to forfeiture for violations of District By-Laws or Rules and Regulations of the District. Forfeiture shall occur only in accordance with the following procedure: Notice shall be given to the Benefit Unit owner at the owner's last known address by restricted mail, return receipt requested. Such notice shall state that the Benefit Unit is subject to forfeiture, the reason therefore, the date, time and place of the next regular meeting of the Board of Directors, and that the unit shall be subject to forfeiture by action of the Board of Directors at its next regular meeting unless the Benefit Unit owner appears and shows cause why the Benefit Unit should not be forfeited. A quorum of the Board

shall be present at the hearing and a simple majority vote of those present shall be required to decide upon any action. If the Benefit Unit is not forfeited at that meeting, the same notice shall be given again before that Benefit Unit is forfeited, or the violation remedied. The District may temporarily shut off water service without notice, when necessary due to emergency situations such as line leaks or breaks, line construction or repair, fire, drought, or other calamity, or as a result of abandonment of the affected premises. However, permanent termination of service or forfeiture of a Benefit Unit shall not be accomplished without notice and hearing as set forth herein.

Section 8. The Board shall reinstate any Benefit Unit forfeited for nonpayment of fees and charges upon payment of:

- A) All fees and charges due to the District in addition to any fees and charges that would have accrued since the date of forfeiture; and
- B) A Benefit Unit reinstatement fee which shall not exceed 20% of the District's current new Benefit Unit fee and which shall be set forth in the District's Rules and Regulations.

Section 9. Benefit units may be reinstated for a cause other non-payment upon application of the landowner and approval by the Board, subject to the following:

- A) Only Benefit Units involuntarily forfeited shall be eligible for reinstatement.
- B) Applications for reinstatement must be received by the District not more than thirty-six (36) months after the date of forfeiture.
- C) Along with written application for reinstatement signed by the landowner requesting reinstatement, the District shall be provided payment in full of the balance due to the District as of the date of forfeiture, together with a reinstatement application fee of \$100.00, plus an amount equal to the monthly minimum fees that would have been due and payable on account of the forfeited Benefit Unit from the date of forfeiture to the date of application for reinstatement, and a feasibility study fee.

The Board of Directors may decline to approve reinstatement for good cause, including but not limited to, non-feasibility of service as determined

by the District's engineers. (amended January 13, 2020)

Article 8 Election of Directors

Section 1. The Board of this District shall consist of 5 members, all of whom shall be participating members of the District: Provided, however, that the original Board shall consist of owners of land located in the District. The Directors elected at the time of the incorporation of the District shall be elected for staggered terms of one, two and three years, and shall serve until the expiration of the term for which they were elected as shown by the minutes of the original meeting of the landowners, and until their successors are elected and have qualified. At each annual meeting of the participating members the participating members shall elect for a term of three years the number of Directors whose terms of office have expired. To be eligible for nomination of Director a participating member must express their desire in person at a regular monthly meeting on or before December's regular stated meeting. Nominations from the floor will only be for the participating member(s) that have stated so as described above (amended October 24, 2022) ~~No Director shall be eligible to succeed himself after service two full terms on the Board.~~ (Amended January 15, 2018)

Section 2. Immediately following the annual meeting of the participating members, the Board shall meet and shall elect a Chairman, Vice Chairman, Secretary, and Treasurer, from among themselves, each of whom shall hold office until the next annual meeting and until the election and qualification of his successor unless sooner removed by death, resignation or for cause. The office of the secretary and treasurer may be held by one person.

Section 3. Any vacancy in the Board, other than from the expiration of a term of office shall be filled by appointment by the remaining members of the Board. The disqualification of a Director as a participating member of the District shall operate to disqualify him or her as a Director and to create a vacancy in the office of the Director.

Section 4. Majority of the Board shall constitute a quorum at any meeting of the Board.

Section 5. Any Director of the District may be removed from office for cause by a vote of not less than 3/4ths of the participating member of the District present at any annual or special meeting called for that purpose. The Director shall be informed in writing of the charges preferred against him at least 10 days before such meeting, whether regular or special, and at the meeting shall have an opportunity to present witnesses and be heard in person in answer thereto. Officers of the Board may be removed for cause by majority vote of the Board.

Article 9 Powers and Duties of Directors

Section 1. The Board, subject to the restrictions of law, and these Bylaws shall exercise all the powers of the District and without prejudice to or limitation upon their general powers, it is hereby expressly provided that the Board shall have, and is given hereby, and full power and authority in respect to the matters as hereinafter set out:

- a) To Select and appoint all agents and employees of the District or remove such agents and employees of the District for just cause, prescribe such duties and designate such powers as may not be inconsistent with these Bylaws, and fix their compensation and pay for faithful services.
- b) To borrow from any source, money, goods or services and to make and issue notes and other negotiable transferable instruments, mortgages, deeds of trust and trust agreements, and to do every act and thing to effectuate the same.
- c) To prescribe, adopt and amend, from time to time, such equitable and uniform rules and regulations, as in their discretion, may be deemed essential or convenient for the conduct of the business and affairs of the District, and the guidance and control of its agents and employees.
- d) To fix charges to be paid by each water user for services rendered by the District to the

member, the time of payment, and the manner of collection, and to establish rates for services rendered.

- e) To require all officers, agents and employees, charged with the responsibility for the custody of any funds of the District to give adequate bond, the cost thereof to be paid by the District, and it shall be mandatory upon the Directors to so require.
- f) To select one or more banks to act as depositories of the funds of the District and to determine the manner of receiving, depositing and disbursing the funds of the District in the form of checks, and the person by whom the same shall be signed on behalf of the Chairman, with the power to change such bank or person signing such checks and the form thereof at will.
- g) Prepare annually an estimated budget for the coming year, adjust water rates, if necessary, to produce sufficient revenue required by such budget, cause an annual audit of the District records and accounts to be made by a licensed municipal public accountant or a certified public accountant, and make a report on said matters at each annual meeting of participating members.
- h) When a person is sued or prosecuted in a civil or criminal action in his or her capacity as an employee, officer or director of the District, such person shall be indemnified for such claim, including the reasonable cost of defense thereof so long as:
 - 1.) such person is successful in the defense of the claim, or the claim is settled; and
 - 2.) the court finds that such person's conduct fairly and equitably merits such indemnity.

Article 10

Powers and Duties of Manger

Section 1. The Board may employ such employees, agents and contractors upon such terms as the Board of Directors sees fit. No Director shall be simultaneously employed by said District

Article 11

Duties of Officers

Section 1. Chairman. The Chairman, who shall be a member of the Board, shall preside over all meetings of the District and the Board, call special meetings of the District and the Board, perform all acts and duties usually performed by an executive and presiding officer, and shall sign all Benefit Unit Certificates and such other papers of the District as authorized or directed to sign by the Board, provided that the Board may authorize any person to sign checks, on behalf of the District, provided that all checks must be countersigned by the treasurer or someone on the Treasurer's behalf. The Chairman shall perform such other duties as may be prescribed by the Board.

Section 2. Vice-Chairman. In the absence or disability of the Chairman, the Vice-Chairman, who shall be a member of the Board, shall perform the duties of the Chairman.

Section 3. Secretary. It shall be the duty of the Secretary, who shall be a member of the Board, to keep a record of the proceedings of the meetings of the Board and the District. He shall serve, or cause to be served, all notices required to be served by law or the Bylaws of the District; and in case of the Secretary's absence, inability, refusal or neglect to do so, then such notices may be served by any member of the board directed by the Chairman.

Section 4. Treasurer. The Treasurer, who shall be a member of the Board, shall account for all funds of the District, and shall pay amounts out of the Depository only on the checks the Chairman or someone authorized to sign on the Chairman's behalf, countersigned by the Treasurer or someone on the Treasurer's behalf. At each annual meeting of the District, the Treasurer shall submit for the information of the participating members a complete statement of account for the past year and shall discharge such other duties pertaining to the Treasurer as shall be prescribed by the Board, and shall give a good and sufficient bond in such amount as may be fixed by the Board.

Article 12
Books and Records

Section 1. The books and records of the District, and such papers as may be placed on file by vote of the District or Directors, shall during all reasonable business hours, be subject to inspection according to law.

Article 13
Annual or Special Meetings of Participating Members

Section 1. The annual meeting of the participating members of the District shall be held at some suitable location within the District designated by the Board. Said annual meeting shall be held not later than April 1st each year.

Section 2. Special meetings of participating members may be called at any time by the Chairman or upon resolution of the Board, or upon written petition to the Chairman of the Board, signed by 51% of the participating members of the District. The purpose of every special meeting shall be stated in the notice thereof, and no business shall be transacted thereat except such as is specified in the notice.

Section 3. Notice of meetings of participating member of the District shall be given by mail to each participating member of record directed to the address shown upon the books of the District at least 10 day prior to the meeting, but no failure or irregularity of a notice of any annual meeting, regularly held, shall affect any proceeding taken thereat.

Section 4. The participating members present at any meeting of participating members shall constitute a quorum for the purpose of transacting business.

Section 5. The order of business at the regular meeting and so for as possible at all other meetings shall be:

- a) Call or Order;
- b) Proof on Notice of Meeting;
- c) Reading and approval of minutes of last meeting;

- d) Report of Officers and Committees;
- e) Election of Directors;
- f) Unfinished Business;
- g) New Business;
- h) Adjournment.

Article 14
Board Meetings

Section 1. The Board shall meet annually immediately following the meeting of participating members, and may meet at such or other times as may be determined by the Board, or upon call by the Chairman or any two members of the Board. Notice of all meetings of the Board, other than the meeting to be held immediately following the meeting of the annual meeting of the members, shall be by mailing a notice to the last known business or residence address of each Director, at least two days before the holding of such a meeting: Provided, however, that when all of the Directors are present at any meeting, however called, or consent in writing that such meeting may be held, the proceeding thereat shall be as valid as though the previous written notice aforesaid had been given.

Article 15
Seal

Section 1. The District shall have a corporate seal, consisting of a circle having on its circumference and face the words "Rural Water District No. 6 Franklin County, Kansas," which shall be in the custody of the Secretary.

Article 16
Fiscal Year

Section 1. The Fiscal Year of the District shall begin the first day of October or each year.

Article 17
Amendment

Section 1. These Bylaws may be repealed or amended by a vote of 3/4ths of the participating members present at any regular meeting of the

District, or at any special meeting of the District called for that purpose except that the participating members shall not have the power to change the purpose of the District so as to impair its rights and powers under the laws of the State of Kansas, or to waive any requirement of bond or other provision for the safety and security of the property and funds of the District or its participating members, or to deprive any participating member or landowner of rights and privileges then existing, or to so amend the Bylaws as to affect a fundamental change in the policies of the District. Notice of any amendment to be made at any regular or special meeting of the participating members must be given at least 10 days before such meeting and must set forth the amendments to be considered.

Article 18
Basis of Operation

Section 1. The District shall at all times be operating on a non-profit basis for the mutual benefits of its participating members.

Article 19
Benefits and Duties of the Members

Section 1. The District shall install, own, maintain and operate a water distribution system to the point of delivery which point shall be the discharge side of the water meter.

Section 2. Each participating member shall be entitled to purchase from the District such water as the participating member may desire subject, however, to the provisions of these Bylaws and such Rules and Regulation's as may be prescribed by the board. The water delivered to each participating member shall be metered.

Section 3. In the event the total water supply shall be insufficient to meet all of the needs of the members and users, or in event there is a shortage of water, the District may prorate the water available according to the Water Conservation Plan as approved by the Board.

Article 20
Printing

Section 1. After adoption, these Bylaws shall be prepared in pamphlet form, and a copy thereof shall be delivered to each participating member.

****NOTE**See attached
WATER DROUGHT/EMERGENCY RESOLUTION**