

SRWD "In City Service"

Part 1 of 2

City of Jamestown, North Dakota

RESOLUTION

Introduced by Council Member Grabinger, who moved its adoption;

June 7, 2004

Be It Resolved by the City Council of the City of Jamestown, to-wit:

THAT, the City Council does hereby approve and authorize entering into an agreement with Stutsman Rural Water Users, Inc., to construct a new 6" watermain system and 2" service line for the Stutsman County Road Department located on 4th Street NW.

ATTEST:

APPROVED:

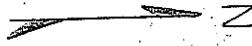
Jeff Fuchs
Jeff Fuchs
City Administrator

Charlie Kourajian
Charlie Kourajian
Mayor

Council Member Matthiesen seconded motion for adoption.

Consent	}	Ayes	<u>5</u>
Roll Call No. <u>1</u>		Nays	<u>0</u>
Item H		Absent	<u>0</u>

3200 CFT 6" CC 200
 6500 CFT 2" CC 200



AUDITORS PLAT NO. 2
 PART SECTION 26, T140N, R54W
 JAMESTOWN, NORTH DAKOTA

PUBLIC WORKS COMMITTEE
POLICE & FIRE COMMITTEE
MAY 27, 2004

Present: Kourajian, Matthiesen, Heinrich, Grabinger, Phillips, Dalsted, Kritsky, Snyder, Sveum and Fuchs.

Phillips moved to recommend that the Council award the bid received for the "As-Is" Direct Sale of a 1999 Pontiac Bonneville, 4 door, in the amount of \$1,202.00, to David Jensen. Seconded by Grabinger. Unanimous aye vote. Carried.

Matthiesen moved to recommend that the Council authorize entering into an agreement with Stutsman Rural Water Users, Inc., to construct a new 6" water main system and 2" service line for the Stutsman County Road Department located on 4th Street NW. Seconded by Grabinger. Unanimous aye vote. Carried.

Phillips moved to recommend that the Council approve Change Order No. 1, to Border States Paving, Inc., for the Grading, Surfacing, Water, Sewer, Storm Sewer, Signing, Marking, Lighting and Incidentals of Paving District #03-42 (3rd Street SE Reconstruction - 1st Avenue to 8th Avenue SE), NDDOT Project No. SU-2-987(024)028, as prepared by Interstate Engineering, Inc., for a net increase in the contract price of \$6,670.00. Seconded by Kourajian. Unanimous aye vote. Carried.

Phillips moved to place on the Council agenda, without recommendation, Change Order No. 2, to Border States Paving, Inc., for the Grading, Surfacing, Water, Sewer, Storm Sewer, Signing, Marking, Lighting and Incidentals of Paving District #03-42 (3rd Street SE Reconstruction - 1st Avenue to 8th Avenue SE), NDDOT Project No. SU-2-987(024)028, as prepared by Interstate Engineering, Inc., for a net increase in the contract price of \$5,055.60. Seconded by Matthiesen. Unanimous aye vote. Carried.

Grabinger moved to recommend that the Council approve Change Order No. 1, to Lindberg Brothers, Inc., for the construction of a storm sewer manhole relating to the City of Jamestown Park Board project under 2004 Sidewalk, Curb & Gutter District #04-11, for a net increase in the contract price of \$4,083.06. Seconded by Matthiesen. Unanimous aye vote. Carried.

Discussion was held on the disposal of tires during the 2004 Annual City-Wide Clean-Up Week. The number of tires collected remains high. Alternative methods to reduce the number of tires will be researched prior to the 2005 cleanup.

Discussion was held regarding the spraying of weeds and mowing at the former Porter Brothers site on 3rd Street SE. City Administrator Fuchs indicated he would contact the State Health Department to see if they could influence the railroad to abate this nuisance particularly as the concerns regarding West Nile virus continue.

Jeff Fuchs
City Administrator

STUTSMAN COUNTY HIGHWAY DEPARTMENT

AUG 19 2004

August 18, 2004

Jeff Fuchs
102 3 Ave SE
Jamestown, ND 58401

Dear Mr. Fuchs:

This letter is to inform you that Stutsman County Highway Department has determined at this point we will be putting in a well on our property and will not pursue the option of water being supplied by Stutsman County Rural Water. This being said I apologize for not getting back to you on this issue sooner but I wanted time to explore all our options before making a decision.

If you have any questions on this issue feel free to give me a call.

Sincerely,



Mike Zimmerman
Stutsman County Hwy. Supt.

JUL 16 2004

CITY OF JAMESTOWN



NORTH DAKOTA

"THE FRIENDLY CITY"

KENNETH L. DALSTED
CITY ATTORNEY
LEO A. RYAN
CITY PROSECUTOR
(701) 252-6668

*7-19-04
Talked to Noel Johnson
County has decided to put
in a new well
JF.*

SUITE 201 - WELLS FARGO COMPLEX
208 SECOND AVENUE SOUTHWEST
POST OFFICE BOX 1727
JAMESTOWN, NORTH DAKOTA 58402-1727

July 14, 2004

Mr. Jeff Fuchs
City Administrator
Jamestown City Hall
102 Third Avenue Southeast
Jamestown, North Dakota 58401

RE: AGREEMENT WITH STUTSMAN COUNTY WATER DISTRICT AND
STUTSMAN COUNTY

Dear Jeff:

Enclosed please find a draft of an agreement which I have prepared pursuant to your request relative to the water line going to Stutsman County shop. I have modified the 2001 agreement as it appears appropriate.

I would appreciate your reviewing it as I do not have the specifics of what the agreement is between the county and the rural water users and your office. However, this should be a good starting draft to consider by all parties.

I look forward to hearing from you regarding changes necessary.

Sincerely,

KENNETH L. DALSTED
City Attorney

KLD/jjb

WATER SERVICE AGREEMENT

RECITALS

WHEREAS, there is an area located in the City of Jamestown, North Dakota, hereinafter referred to as the "City", as shown on the attached Exhibit A hereinafter referred to as the "improvement area", which is not currently served by the City's municipal water system because of location and potential cost to the individual property owner, and

WHEREAS, Stutsman Rural Water District, hereinafter (SRWD), has provided water service to properties within Midway Township adjacent to the City of Jamestown and is capable of providing water services to the improvement area, and

WHEREAS, both the City and SRWD are interested in providing water services to the properties within the improvement area, and

WHEREAS, the undersigned entity owns property within the improvement area and is desirous of obtaining water either from the City of Jamestown or SRWD, and

WHEREAS, all parties recognize that at some point in time the City of Jamestown will be providing municipal water services to the improvement area and it is necessary that any water system placed in the area at the current time must be compatible with any possible future City water system brought to the area.

NOW, THEREFORE, the parties hereto enter into this agreement to allow SRWD to provide rural water supplies to the property within the improvement area which is not now receiving municipal water service from the City of Jamestown.

1.

The parties hereto ratify the above and foregoing and incorporate the same herein by reference.

2.

SRWD will approve the installation and shall maintain main water lines, as located on the attached Exhibits A, to service the property of the undersigned entity located within the improvement area. The proposed water pipeline and related equipment shall be owned by and be a part of SRWD's water system subject to the terms of this agreement.

3.

The undersigned property owner, either individually or in conjunction with SRWD, within the improvement area shall be responsible for contracting with the contractors installing main water line and its individual line. The Property owner shall have access to the proposed SRWD water line and may hook up to the SRWD water system. The main water line and equipment shall be the property of SRWD. The undersigned property owner shall provide to SRWD any water pipeline easements required by SRWD which may be assigned to the City of Jamestown if the system is assumed by the City of Jamestown. The contractors installing the main line shall

be advised that they shall perform the installation in accordance with the requirements of the Office of the City Engineer of the City of Jamestown, ND.

4.

The undersigned property owner shall pay all construction costs and fees related to the installation of the main water line to be constructed in the improvement area, it shall pay to construct the lines connecting its property to the main water line to be constructed as required pursuant to the regulations of the SRWD. Any additional hook-ups to the SRWD municipal water system will be charged hook-up charges and related fees and shall be classified and regulated in the same fashion for water service as all other SRWD patrons during the time the water line is owned by SRWD.

The water line and system shall be subject to the rules and regulations of the City of Jamestown in the event the City of Jamestown elects to acquire and assume ownership of the main water line and equipment as provided for in this agreement. Such regulations include, but are not limited to, the requirement that the individual property owner is responsible for maintenance and repair of the individual line and curb stop from the main water line to the user structure or location. At such time as the city assumes and accepts ownership of the main water line and equipment, it shall charge hookup fees in accordance with its regulations for additional hookups to the system.

The initial construction costs to be paid by the undersigned property owner shall be paid directly to SRWD according to the schedule and at the times, manner and amount set forth on the attached Exhibit B. SRWD shall forward payment to the Contractors.

5.

All pipelines and equipment installed for providing the water system available to the improvement area, shall meet City specifications and requirements established for its own municipal water system. All plans and specifications for said water system intended to serve the improvement area, shall be provided to the City Engineering Department sufficiently prior to construction of any such lines to allow the City Engineering Department to verify that all pipelines and equipment installed in the proposed improvement area meet city municipal water specification requirements. No construction will occur without prior written approval from the City Engineering Department that all proposed equipment and pipe meets said specifications.

6.

Provided the City has capabilities of supplying water to the improvement area, the City may take possession, ownership, and control of all SRWD's project water pipe line and equipment existing within the improvement area no cost or charge to the City of Jamestown. Once the City takes ownership and possession

of the water line, it shall provide the water service to the improvement area and maintain the main water line in accordance with its rules and regulations. It is the intent of the parties to this agreement, that if the City does not elect to take possession, ownership, and control of said pipeline and equipment, SRWD shall continue water supply operations improvement area.

7.

In the event the City elects to take possession, ownership and control of the SRWD pipelines and equipment within the improvement area, SRWD shall obtain the release of any security interest provided to any government agency, public financing agency or private financing entity by SRWD covering said water pipeline and equipment. The water pipeline and equipment shall be conveyed to the City of Jamestown free of all liens and encumbrances. The undersigned property owners have paid for the construction of the main pipeline and will not be assessed for the value of the pipeline transferred to the City but shall be liable for subsequent user rates, taxes, assessments and repairs in the same manner as other property owners pursuant to the Ordinances of the City of Jamestown, ND.

8.

SRWD shall transfer any easements obtained for the project within the improvement area to the City of Jamestown upon the

City of Jamestown acquiring said water pipeline and equipment.

9.

SRWU will be allowed to provide unlimited water service to the undersigned property owner in the improvement area until such time as the City shall take over SRWD pipe and equipment within the improvement area. If the City at any time in the future builds and develops a City water system to service the improvement area, SRWD will not provide any water services to any hookup located within the improvement area. The undersigned property owner shall pay for water received to the entity providing the water according to the fees and regulations of the supplying entity.

10.

This agreement shall be binding upon the property located within the improvement area, the successors and assigns of this agreement and the successors and assigns of the project improvements in the improvement area. The legal description of the improvement area is as set forth on the attached Exhibit B.

11.

The parties hereto acknowledge receipt and retention of good and adequate consideration for entering into this agreement in the mutual covenants set forth herein.

12.

Each party to this agreement covenants that all necessary acts of their respective governing bodies, if any, have occurred to make this agreement binding and enforceable by and against their respective public entities.

Dated this _____ day of _____, 2004.

STUTSMAN RURAL WATER DISTRICT

CITY OF JAMESTOWN

By _____

By _____

Its Chairman

Its Mayor

Attest:

Attest:

Its Secretary

Auditor

PROPERTY OWNER

Stutsman County, ND

BY: _____

ITS: Chairman

ATTEST:

Noel Johnson
ITS: Auditor

JUL 16 2004

CITY OF JAMESTOWN



NORTH DAKOTA

KENNETH L. DALSTED
CITY ATTORNEY
LEO A. RYAN
CITY PROSECUTOR
(701) 252-6668

SUITE 201 - WELLS FARGO COMPLEX
208 SECOND AVENUE SOUTHWEST
POST OFFICE BOX 1727
JAMESTOWN, NORTH DAKOTA 58402-1727

July 14, 2004

Mr. Jeff Fuchs
City Administrator
Jamestown City Hall
102 Third Avenue Southeast
Jamestown, North Dakota 58401

RE: AGREEMENT WITH STUTSMAN COUNTY WATER DISTRICT AND
STUTSMAN COUNTY

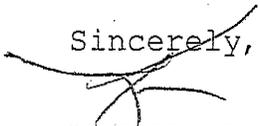
Dear Jeff:

Enclosed please find a draft of an agreement which I have prepared pursuant to your request relative to the water line going to Stutsman County shop. I have modified the 2001 agreement as it appears appropriate.

I would appreciate your reviewing it as I do not have the specifics of what the agreement is between the county and the rural water users and your office. However, this should be a good starting draft to consider by all parties.

I look forward to hearing from you regarding changes necessary.

Sincerely,


KENNETH L. DALSTED
City Attorney

KLD/jjb

WATER SERVICE AGREEMENT

RECITALS

WHEREAS, there is an area located in the City of Jamestown, North Dakota, hereinafter referred to as the "City", as shown on the attached Exhibit A hereinafter referred to as the "improvement area", which is not currently served by the City's municipal water system because of location and potential cost to the individual property owner, and

WHEREAS, Stutsman Rural Water District, hereinafter (SRWD), has provided water service to properties within Midway Township adjacent to the City of Jamestown and is capable of providing water services to the improvement are, and

WHEREAS, both the City and SRWD are interested in providing water services to the properties within the improvement area, and

WHEREAS, the undersigned entity owns property within the improvement area and is desirous of obtaining water either from the City of Jamestown or SRWD, and

WHEREAS, all parties recognize that at some point in time the City of Jamestown will be providing municipal water services to the improvement area and it is necessary that any water system placed in the area at the current time must be compatible with any possible future City water system brought to the area.

NOW, THEREFORE, the parties hereto enter into this agreement to allow SRWD to provide rural water supplies to the property within the improvement area which is not now receiving municipal water service from the City of Jamestown.

1.

The parties hereto ratify the above and foregoing and incorporate the same herein by reference.

2.

SRWD will approve the installation and shall maintain main water lines, as located on the attached Exhibits A, to service the property of the undersigned entity located within the improvement area. The proposed water pipeline and related equipment shall be owned by and be a part of SRWD's water system subject to the terms of this agreement.

3.

The undersigned property owner, either individually or in conjunction with SRWD, within the improvement area shall be responsible for contracting with the contractors installing main water line and its individual line. The Property owner shall have access to the proposed SRWD water line and may hook up to the SRWD water system. The main water line and equipment shall be the property of SRWD. The undersigned property owner shall provide to SRWD any water pipeline easements required by SRWD which may be assigned to the City of Jamestown if the system is assumed by the City of Jamestown. The contractors installing the main line shall

be advised that they shall perform the installation in accordance with the requirements of the Office of the City Engineer of the City of Jamestown, ND.

4.

The undersigned property owner shall pay all construction costs and fees related to the installation of the main water line to be constructed in the improvement area, it shall pay to construct the lines connecting its property to the main water line to be constructed as required pursuant to the regulations of the SRWD. Any additional hook-ups to the SRWD municipal water system will be charged hook-up charges and related fees and shall be classified and regulated in the same fashion for water service as all other SRWD patrons during the time the water line is owned by SRWD.

The water line and system shall be subject to the rules and regulations of the City of Jamestown in the event the City of Jamestown elects to acquire and assume ownership of the main water line and equipment as provided for in this agreement. Such regulations include, but are not limited to, the requirement that the individual property owner is responsible for maintenance and repair of the individual line and curb stop from the main water line to the user structure or location. At such time as the city assumes and accepts ownership of the main water line and equipment, it shall charge hookup fees in accordance with its regulations for additional hookups to the system.

The initial construction costs to be paid by the undersigned property owner shall be paid directly to SRWD according to the schedule and at the times, manner and amount set forth on the attached Exhibit B. SRWD shall forward payment to the Contractors.

5.

All pipelines and equipment installed for providing the water system available to the improvement area, shall meet City specifications and requirements established for its own municipal water system. All plans and specifications for said water system intended to serve the improvement area, shall be provided to the City Engineering Department sufficiently prior to construction of any such lines to allow the City Engineering Department to verify that all pipelines and equipment installed in the proposed improvement area meet city municipal water specification requirements. No construction will occur without prior written approval from the City Engineering Department that all proposed equipment and pipe meets said specifications.

6.

Provided the City has capabilities of supplying water to the improvement area, the City may take possession, ownership, and control of all SRWD's project water pipe line and equipment existing within the improvement area no cost or charge to the City of Jamestown. Once the City takes ownership and possession

of the water line, it shall provide the water service to the improvement area and maintain the main water line in accordance with its rules and regulations. It is the intent of the parties to this agreement, that if the City does not elect to take possession, ownership, and control of said pipeline and equipment, SRWD shall continue water supply operations improvement area.

7.

In the event the City elects to take possession, ownership and control of the SRWD pipelines and equipment within the improvement area, SRWD shall obtain the release of any security interest provided to any government agency, public financing agency or private financing entity by SRWD covering said water pipeline and equipment. The water pipeline and equipment shall be conveyed to the City of Jamestown free of all liens and encumbrances. The undersigned property owners have paid for the construction of the main pipeline and will not be assessed for the value of the pipeline transferred to the City but shall be liable for subsequent user rates, taxes, assessments and repairs in the same manner as other property owners pursuant to the Ordinances of the City of Jamestown, ND.

8.

SRWD shall transfer any easements obtained for the project within the improvement area to the City of Jamestown upon the

City of Jamestown acquiring said water pipeline and equipment.

9.

SRWU will be allowed to provide unlimited water service to the undersigned property owner in the improvement area until such time as the City shall take over SRWD pipe and equipment within the improvement area. If the City at any time in the future builds and develops a City water system to service the improvement area, SRWD will not provide any water services to any hookup located within the improvement area. The undersigned property owner shall pay for water received to the entity providing the water according to the fees and regulations of the supplying entity.

10.

This agreement shall be binding upon the property located within the improvement area, the successors and assigns of this agreement and the successors and assigns of the project improvements in the improvement area. The legal description of the improvement area is as set forth on the attached Exhibit B.

11.

The parties hereto acknowledge receipt and retention of good and adequate consideration for entering into this agreement in the mutual covenants set forth herein.

12.

Each party to this agreement covenants that all necessary acts of their respective governing bodies, if any, have occurred to make this agreement binding and enforceable by and against their respective public entities.

Dated this _____ day of _____, 2004.

STUTSMAN RURAL WATER DISTRICT

CITY OF JAMESTOWN

By _____

By _____

Its Chairman

Its Mayor

Attest:

Attest:

Its Secretary

Auditor

PROPERTY OWNER

Stutsman County, ND

BY: _____

ITS: Chairman

ATTEST:

Noel Johnson
ITS: Auditor

Stutsman Rural Water District

1812 Hwy. 281 North

Phone: 701-252-7727

Jamestown ND 58401-2104

Fax: 701-252-8711

E-Mail: srwdistrict@qwest.net

Toll Free: 1-888-302-7727

September 24, 2007

Mr. Jeff Fuchs, City Administrator
City of Jamestown
102 Third Avenue Southeast
Jamestown ND 58401

Dear Mr. Fuchs,

This letter is to initiate written approval, from the City of Jamestown, to allow Stutsman Rural Water District to provide water service to the Tuliah Hills Subdivision within northwest Jamestown City limits.

Stutsman Rural Water District Board of Directors approved a request at its September 11, 2007 Board meeting from Dean Hafner, property owner, to provide water service to the Tuliah Hills Subdivision contingent upon Jamestown City Council approval.

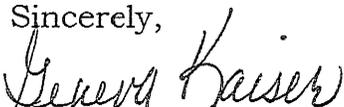
SRWD currently has agreements with the City to serve areas in Sections 23 and 26 in Midway Township, however the Tuliah Hills area is not specifically named in those agreements. SRWD has no financial investment in providing the service. The entire cost will be borne by the property owner, as was done in the First Northwest Addition, however, once the line is installed, SRWD will take ownership and responsibility for the line, which will be installed according to City specifications.

SRWD is requesting that this matter be placed on the Agenda for the October 1, 2007 Council meeting for consideration if possible.

I do plan to attend the meeting and will request that Mr. Hafner do the same in order to answer any questions or concerns that the council might have.

Please contact me with any questions at 252-7727.

Sincerely,



Geneva Kaiser, Interim Manager
Stutsman Rural Water District

CITY OF JAMESTOWN
102 3RD AVENUE SE
JAMESTOWN, ND 58401
TELEPHONE 701-252-5900
FAX 701-252-5903

LETTER OF TRANSMITTAL

DATE: November 2, 2007

TO: Stutsman Rural Water District
1812 Highway 281 North
Jamestown, ND 58401

H2S, LLC
P.O. Box 2095
Jamestown, ND 58402-2095

RE: Water Service Agreement

WE ARE SENDING YOU THE FOLLOWING:

Three (3) originals of the above agreement prepared by the City Attorney.

Please REVIEW the agreement and, if agreeable to you, ATTACH A MAP (Exhibit A) (as stated on bottom of first page) to all agreements and then EXECUTE ALL THREE (3) AGREEMENTS BEFORE A NOTARY.

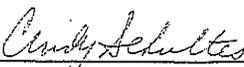
Then, please FORWARD ALL AGREEMENTS to Dean Hafner, (H2S, LLC), for his review and signature before a notary.

When both parties have reviewed and signed the agreements, please RETURN ALL AGREEMENTS to CITY HALL for further processing.

If you have any questions, please contact Jeff Fuchs, City Administrator, 701-252-5900.

A fully executed copy of the above agreement will be mailed to all parties when completed.

SIGNED:



Cindy Schultes, Secretary
City Administrator's Office

City of Jamestown, North Dakota

RESOLUTION

Introduced by Council Member Schulz, who moved its adoption;

October 15, 2007

Be It Resolved by the City Council of the City of Jamestown, to-wit:

THAT, the City Council does hereby authorize the Mayor and City Administrator to enter into an agreement with Stutsman Rural Water District, Jamestown, North Dakota, to provide water service to the Tulliah Hills Addition within northwest city limits.

ATTEST:

APPROVED:

Jeff Fuchs
City Administrator

Clarice Liechty
Mayor

Council Member Heinrich

seconded motion for adoption.

Roll Call No. 1
Ayes 4 (Schulz, Heinrich, Liechty and Parisien)
Nays 1 (Grabinger)
Absent 0

WATER SERVICE AGREEMENT

RECITALS

WHEREAS, there is an area located in the City of Jamestown, North Dakota, hereinafter referred to as the "City", whose legal description is Lots 1 through 7, Block 1, Tulliah Hills Addition to Jamestown, ND, herein after referred to as the "improvement area", which is not currently served by the City's municipal water system because of location, and

WHEREAS, Stutsman Rural Water District, hereinafter "SRWD", has provided water service to properties within Midway Township adjacent to the City of Jamestown and is capable of providing water services to the improvement area, and

WHEREAS, both the City and SRWD are interested in providing water services by means of a "water system" to the improvement area consisting of a main water line to the area from the SRWD system which mainline would continue into the improvement area for service lines to connect to and which could ultimately be connected to the City's water system should the city ever elect to serve the area, and

WHEREAS, the undersigned entity, H2S, LLC, the property owner, owns all of the lots within the improvement area which will benefit from the water supplied by SRWD and is desirous of obtaining water either from the City of Jamestown or SRWD as approved by the City of Jamestown, and

WHEREAS, there is attached hereto a map, Exhibit A, showing the proposed "water system", public right of way and easements for the water system to be located in the improvement area and

the location of the water main pipeline to be constructed within the public right of way and or easement in the improvement area owned by the H2S, LLC., and

WHEREAS, all parties recognize that at some point in time the City of Jamestown may elect to provide municipal water services to the improvement area and it is necessary that any water system placed in the area at the current time must be compatible with any possible future City water system brought to the area.

NOW, THEREFORE, the parties hereto, Stutsman Rural Water District, (SRWD) the City of Jamestown, ND, (CITY) and H2S, LLC enter into this agreement to allow SRWD to provide water supplies to the improvement area which is not now receiving municipal water service from the City of Jamestown and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1.

The parties hereto ratify the above and foregoing and incorporate the same herein by reference.

2.

H2S, LLC shall submit construction plans and specifications for the proposed water main and lines to the office of the Jamestown City Engineer, or its designee, and the North Dakota State Health Department for approval. The plans and specifications as approved and located within the Improvement area shall be deemed the "water system" in this agreement unless

otherwise indicated. The plans shall include a map to be used as the above referenced Exhibit A.

SRWD and the city, through the City Engineer or his designee, will provide such inspection service as may be necessary to insure that all water main and lines are installed as provided for in the approved plans and specifications. All connections to the main line shall be made by H2s, LLC and its successors and assigns in accordance with the plans and specifications approved by the City Engineer or his designee. The water system and related equipment shall be owned by and be a part of SRWD's total water system and be subject to the terms of this agreement once the project is built. In the event the City elects to take possession, ownership and control of the water system as herein provided, the SRWD shall transfer its legal interests in such water system to the City of Jamestown. The water system to the improvement area shall be disconnected from the SRWD system at SRWD's cost at that time. The water system shall be attached to the City water system at that time at the city's cost. In doing so SRWD and the property owners waive any rights to the contrary which may exist under state or federal law. Ownership of the "water system" in the improvement area shall become the property of the City of Jamestown, at no cost to the City of Jamestown. This agreement shall be binding upon all parties hereto, their successors and assigns.

3.

The undersigned current property owner, H2S, LLC either individually or in conjunction with SRWD, shall be responsible for contracting with the contractors installing the water system which shall be installed in accordance with the specifications and requirements approved by the Jamestown City Engineer or his designee. H2S, LLC or its successors and assigns shall be responsible to install any service lines from the main line to the intended buildings to be served. The property owner shall have access to the proposed SRWD water line and may hook up to the SRWD water system. The main water line and equipment shall be the property of SRWD after installation. The undersigned property owner, its successor or assigns, shall provide to SRWD any water pipeline easements required by SRWD for the placement of the water system in the improvement area according to the approved plans and specifications. Such easements shall be assigned to the City of Jamestown without cost to the City of Jamestown if the water system is assumed by the City of Jamestown under the terms of this agreement. All parties agree and the contractors installing the main line shall be advised that they shall perform the installation in accordance with the requirements and specifications of the Office of the City Engineer of the City of Jamestown, ND, or its designee, including but not limited to location of the main line and all connections to the Main line by any individual properties. The SRWD and the Contractor shall keep

the Office of the City Engineer and its designee informed of planned construction activities sufficiently in time for the City Engineer or his designee to make any inspections required by them.

4.

The undersigned property owner shall pay all construction costs and fees related to the installation of the main water line to be constructed. It, or its successors and assigns, shall pay to construct the lines connecting its property to the main water line to be constructed as required pursuant to the regulations of the SRWD and this agreement.

The individual water service lines, curb stops, connections and main water line shall be subject to the rules and regulations of the City of Jamestown in the event the City of Jamestown elects to acquire and assume ownership of the main water line and equipment, the water system, as provided for in this agreement. Such regulations include, but are not limited to, the requirement that the property owner is responsible for maintenance and repair of the individual service line and curb stop from the main water line to the user structure or location. Until such time as the main lines are assumed by the City of Jamestown, they shall be subject to the rules and regulations of SRWD.

Upon completion of the water system, SRWD shall provide to the City of Jamestown a set of "as built" drawings for the water system.

5.

All pipelines and equipment installed for providing the water system available to property owners, shall meet City specifications and requirements established for its own municipal water system. All plans and specifications for said water system intended to serve the improvement area, shall be provided to the City Engineering Department or its designee and approved prior to construction of the water system to allow the City Engineering Department, or its designee, to verify that all pipelines and equipment installed in the proposed improvement area meet city municipal water specification requirements. No construction will occur without prior written approval from the City Engineering Department that all proposed equipment and pipeline system meets said specifications and other requirements of the City of Jamestown, ND.

6.

Provided the City has capabilities of supplying water to the improvement area, the City may take possession, ownership, and control of the SRWD water system and related equipment at no cost or charge to the City of Jamestown by SRWD or by H2S, LLC, its successors and assigns. Once the City takes ownership and possession of the water main line, it shall provide the water service to the property owners and maintain the main water line in accordance with its rules and regulations. It is the intent of the parties to this agreement, that if the City does not elect to take possession, ownership, and control of said water system and

equipment, SRWD shall continue water supply operations and maintenance in the improvement area.

7.

In the event the City elects to take possession, ownership and control of the SRWD water system and equipment within the improvement area, the water system and equipment located in the improvement area shall be conveyed to the City of Jamestown free of all liens and encumbrances. The undersigned property owner has paid for the construction of the main pipeline and will not be assessed for the value of the water system and equipment transferred to the City but shall be liable for subsequent user rates, taxes, assessments, improvements and repairs in the same manner as other property owners in the City of Jamestown pursuant to the Ordinances of the City of Jamestown, ND. The property owner and SRWD acknowledge that the water system and related equipment shall to transferred to the City. SRWD and the owner, his or its successors and assigns waive all claims relative to payment for said main water pipeline and related equipment, except as may be provided herein, and declare that any such transfer shall not be deemed a taking of property by the City under condemnation or eminent domain laws.

8.

SRWD shall transfer any easements obtained for the project within the improvement area to the City of Jamestown upon the City of Jamestown acquiring said water system and related equipment at no cost to the City of Jamestown, ND.

9.

SRWD will be allowed to provide unlimited water service to the undersigned property owner, his successors and assigns until such time as the City shall take over SRWD water system in the improvement area. If the City at any time in the future builds and develops a City water system that is capable of servicing the improvement area, SRWD will not provide any water services to any property connected to the transferred system. The undersigned property owner, its successors and assigns, shall pay for water received to the entity providing the water according to the fees and regulations of the supplying entity. The owner, its successor and assigns will not object to the transfer to the City in the event the City elects to assume the supplying of water.

10.

This agreement shall be binding upon the H2S, LLC (property owner), SRWD and the City their respective successors and assigns.

11.

The parties hereto acknowledge receipt and retention of good and adequate consideration for entering into this agreement in the mutual covenants set forth herein.

12.

Each party to this agreement covenants that all necessary acts of their respective governing bodies, if any, have occurred to make this agreement binding and enforceable by and against

their respective public entities.

Dated this 20th day of November, 2007.

STUTSMAN RURAL WATER DISTRICT

By Mardie Securin
Its Secretary

Attest:
Donell Lopez
Its Vice President

CITY OF JAMESTOWN

By Clarice Liechty
Its Mayor

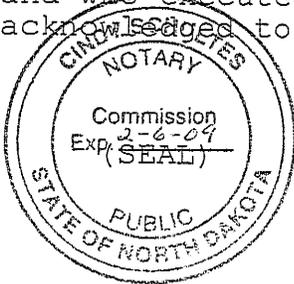
Attest:
Jeff Fuchs
Auditor

PROPERTY OWNER

H2S, LLC
BY: Dean Hagan
President
ITS:

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF STUTSMAN)

On this 20th day of November, 2007, before me, personally appeared CLARICE LIECHTY and JEFF FUCHS, to me known to be the Mayor and Auditor of the corporation that is described in, and who executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.



Cindy Schultes
Cindy Schultes, NOTARY PUBLIC
Stutsman County, North Dakota
Commission Expires: 2-6-2009

STATE OF North Dakota)
COUNTY OF Stutsman) ss.

On this 19th day of November, 2007, before me, personally appeared Dean Hafner, who did say to me that he was the President of H2S, LLC, and that said instrument was signed and sealed in behalf of said company by authority of the managing board of said Limited Liability Company, and acknowledged the execution of said instrument was the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal the day and year first above written.

(SEAL) MARINA WILLEY
Notary Public
State of North Dakota
My Commission Expires May 16, 2008

Marina Willey
NOTARY PUBLIC
Stutsman County, North Dakota
Commission Expires: May 16, 2008

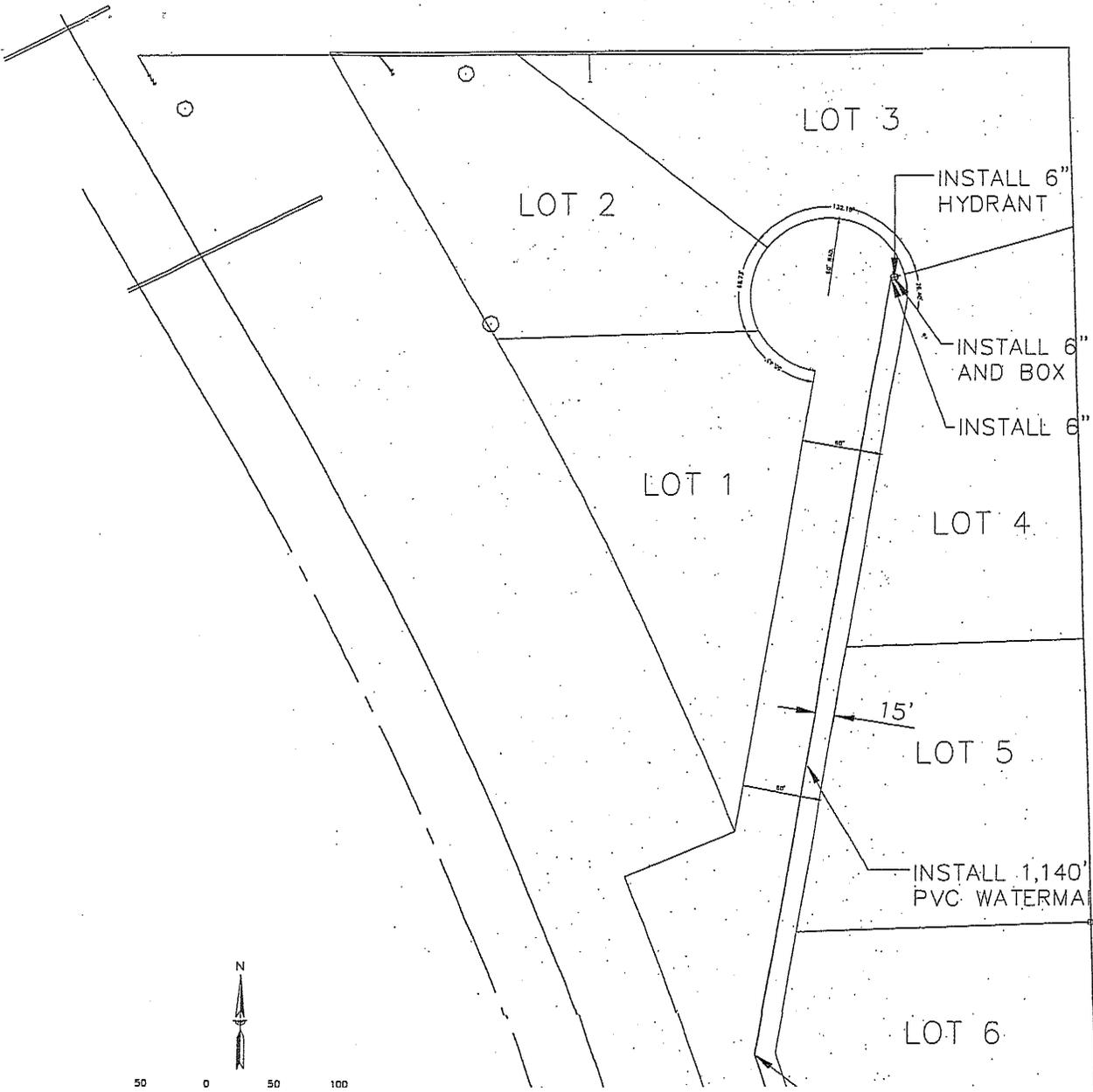
STATE OF NORTH DAKOTA)
: ss
COUNTY OF STUTSMAN)

On this 14th day of November, 2007, before me, personally appeared Mardae Heinrich and Darrell Patzer, known to me to be the Secretary and Vice President of Stutsman Rural Water District, which is described herein, and state that Stutsman Rural Water District, executed the within and foregoing instrument, as it's free and voluntary act.

(SEAL)

GENEVA KAISER
Notary Public
State of North Dakota
My Commission Expires Sept. 25, 2009

Geneva Kaiser
NOTARY PUBLIC
Stutsman County, ND
My Commission Expires: 9/25/2009



LOT 3

LOT 2

LOT 1

LOT 4

LOT 5

LOT 6

INSTALL 6" HYDRANT

INSTALL 6" GATE VALVE AND BOX

INSTALL 6" 45 DEG BEND

15'

INSTALL 1,140' OF 6" PVC WATERMAIN



50 0 50 100

LAW OFFICES
GILJE & DALSTED, P.C.
 POST OFFICE BOX 1727
 JAMESTOWN, NORTH DAKOTA 58402-1727

CHARLES J. GILJE
 KENNETH L. DALSTED

SUITE 401 - NORWEST OFFICE COMPLEX
 908 SECOND AVENUE SOUTHWEST
 TELEPHONE: 701/252-0665
 FAX NUMBER: 701/252-6889

FAX TRANSMITTAL SHEET

DATE: 11-19-99
 TO: Jeff & Darrell
 ATTN: _____
 FAX NO. 252-5903
 FROM: Ken Dalsted
 AT: 252-6668
 NUMBER OF PAGES: 2
 (Including this page)

MESSAGE: Jeff & Darrell: Please review this & let Ken know if you have any suggested changes or additions that you feel are necessary. Please do so on FRIDAY if possible

HARD COPY WILL / WILL NOT FOLLOW BY MAIL

RE: Stutsman County Rural Waters Users Association
Water line Project _____

Dear _____

This is given as a letter of intent to the Stutsman County Rural Waters Users Association (SCRWUA) from the City of Jamestown, North Dakota, relative to the above water line project. The portion of the project which is the subject of this letter of intent is referred to as the identified portion on the attached Exhibit A. The commitments contained herein are in turn conditioned upon the following:

1. SCRWUA shall not be required to accept bids for the identified portion of the project which exceed \$180,000.00 unless otherwise agreed.
2. The identified portion of the project shall be constructed in accordance with the City of Jamestown Standard Specifications and the water line location shall be approved by the City Engineer of the City of Jamestown.
3. If the project is constructed, the parties shall enter into a written agreement providing for the City's option to acquire the identified portion of the project.
4. In the event the City exercises its option to acquire the identified portion of the project, it shall be obligated for payment to the SCRWUA in an amount as shall be mutually agreed upon and provided for in the written agreement. Provided further, if the indebtedness attributable to the identified portion has been paid in full by SCRWUA, the city may assume ownership of the identified portion without cost.

Industrial Commission
of North Dakota
Edward T. Schafer
GOVERNOR
Heidi Heitkamp
ATTORNEY GENERAL
Roger Johnson
COMMISSIONER OF AGRICULTURE

**North Dakota
Municipal Bond Bank**

FAX COVER SHEET

DATE: November 3, 1999

To: Jeff Fuchs
From: Tom Tudos
Re: Drinking Water SRF Loan Application
Stutsman Rural Water

Fax: 701/252-5903

Number of pages (with cover): 1

Jeff: We received a copy of the Drinking Water SRF Program loan application yesterday from the Health Department and are preparing to take it to the Industrial Commission at the meeting to be scheduled later this month.

Gary Schultz advised me that Wayne Kern at the Health Department has requested the agreement between the City and Stutsman Rural Water.

418 East Broadway, Suite 246 • Bismarck, North Dakota 58501
(701) 328-3924 • WATS: 1-800-526-3509 • FAX: 701-328-3979
E-Mail: ndmbb@state.nd.us

CITY OF JAMESTOWN
JAMESTOWN, NORTH DAKOTA

EXCERPT
MINUTES, CITY COUNCIL MEETING
APRIL 5, 1999

Stutsman County Rural Water Users request

RE: Water Service - West side of Highway 281 North

Discussion was held relative to the request of Stutsman Rural Water Users, Inc., to provide domestic water service to residents within the city on the west side of Highway 281 North. Discussion centered around considering the merits of construction of the main in the front of the properties rather than the rear yards, to better enable future fire protection hydrants. Council consensus was to request that the rural water system bid an alternative for placement of the main in front of the properties so that actual cost and benefit might be determined.

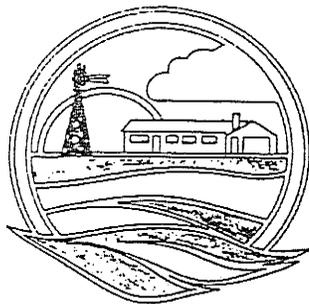
CITY OF JAMESTOWN
JAMESTOWN, NORTH DAKOTA

EXCERPT
MINUTES, CITY COUNCIL MEETING
APRIL 5, 1999

Stutsman County Rural Water users Request
RE: Water Service - West side of Highway 281 North

Discussion was held relative to the request of Stutsman Rural Water Users, Inc., to provide domestic water service to residents within the city on the west side of Highway 281 North. Discussion centered around considering the merits of construction of the main in the front of the properties rather than the rear yards, to better enable future fire protection hydrants. Council consensus was to request that the rural water system bid an alternative for placement of the main in front of the properties so that actual cost and benefit might be determined.

File
2



Stutsman Rural Water Users, Inc.

PO Box 547
Jamestown ND 58402-0547

Phone: (701) 252-7727
Fax: (701) 252-8711

March 12, 1999

Charles Kourajian
Mayor of Jamestown
102 3rd Ave. SE.
Jamestown, ND 58401

Re:

Dear Mayor Kourajian:

Residents of the West Half of Sections 23 and 26, Midway Township (140-64), who do not receive municipal water service have requested Stutsman Rural Water Users, Inc. (SRWU), to provide them with rural water. As a result of a planned improvement, it is now feasible for SRWU to enlarge the improvement area and provide water service to these residents if the City is agreeable.

Attached as Exhibit A is a map reflecting the proposed route for serving residents who are primarily located in the SW $\frac{1}{4}$ of Section 23 and the NW $\frac{1}{4}$ of Section 26. Attached as Exhibit B are overhead photos of the proposed route and certain equipment designations. In this regard, the pipe and equipment for this part of the improvement meet all City specifications and requirements. Attached as Exhibit C is the Opinion of Probable Cost reflecting an estimated cost of \$128,805 for providing water service in this part of the improvement. In order to fund this, SRWU would obtain a 20 year loan for the actual cost of this part of the improvement.

SRWU will undertake this improvement only if there is an arrangement whereby SRWU will not lose its capital investment. In other words, the loan must be fully repaid or the City reimburses SRWU the outstanding balance of the loan if the City takes over the system within City boundaries as they now exist. SRWU cannot do otherwise as it would be unfair to impose upon its members financial burdens without corresponding benefits.

Charles Kourajian
March 12, 1999
Page 2

SRWU is a non-profit corporation organized to provide water services to its members. As such, it does not operate for a profit and this improvement is not a profit making venture. Consequently, any patrons in this improvement area would be treated and charged in like manner as its other patrons.

To provide water service to families who do not now have it available, SRWU proposes the following:

1. SRWU will install water lines as proposed in Exhibits A and B.
2. All hookups to SRWU water service are voluntary.
3. No City residents in Sections 23 and 26 will be serviced by SRWU if municipal water is now available to them.
4. Patrons in this improvement area will have the same rates and classifications for water service as other SRWU patrons.
5. All pipes and equipment installed in this improvement area will meet City specifications and requirements.
6. The City may take possession and ownership of all SRWU pipe and equipment within existing City limits after the passage of 20 years.
7. The City may take possession and ownership of all SRWU pipe and equipment within existing City limits at any time upon paying SRWU the unpaid balance of the loan financing this improvement.
8. SRWU will be allowed to provide uninterrupted water service to its City resident patrons in this improvement area until such time as the City takes over SRWU's pipe and equipment within the area of the City's now existing boundaries.

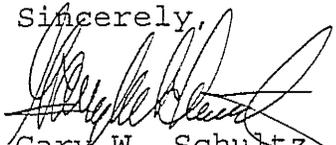
SRWU plans to let bids by April, 1999, and commence construction in June, 1999. Thus, it is necessary to act on this proposal and reach an agreement as quickly as possible.

SRWU hopes it can join together with the City to provide water service to families who do not have it and want it. We believe this is an opportunity to bring a valued and needed service to them.

Charles Kourajian
March 12, 1999
Page 3

Please contact me at your earliest convenience to answer questions or provide additional information. On behalf of our Board and members, thank you for your consideration.

Sincerely,



Gary W. Schultz

NOV 23 1999

CITY OF JAMESTOWN



NORTH DAKOTA

KENNETH L. DALSTED
CITY ATTORNEY
CHARLES J. GILJE
CITY PROSECUTOR
(701) 252-6668

SUITE 201 - NORWEST OFFICE COMPLEX
208 SECOND AVENUE SOUTHWEST
POST OFFICE BOX 1727
JAMESTOWN, NORTH DAKOTA 58402-1727

November 19, 1999

Mr. David Nething
Post Office Box 1599
Jamestown, North Dakota 58402-1599

**RE: LETTER OF INTENT - CITY OF JAMESTOWN - STUTSMAN COUNTY RURAL
WATER USERS ASSOCIATION**

Dear David:

Enclosed please find a draft of the body of the proposed letter of intent which I have prepared for the City to provide to the Stutsman County Rural Water Users Association based upon our discussions.

It may be that the name of your client is not correct based upon some of the comments made by Jim. Maybe you could verify the exact name for me.

I am not sure exactly what kind of commitment the bond bank is looking for in the letter of intent, but if they want something more than this, I guess we will have to go back to the drafting board, as I think this covers the matters that we discussed at our meeting. If this document is acceptable, please let me know. If you have suggested changes, please contact me.

Sincerely,

KENNETH L. DALSTED
City Attorney

KLD/jjb

cc: Jeff Fuchs

RE: Stutsman County Rural Waters Users Association
Water line Project _____

Dear _____

This is given as a letter of intent to the Stutsman County Rural Waters Users Association (SCRWUA) from the City of Jamestown, North Dakota, relative to the above water line project. The portion of the project which is the subject of this letter of intent is referred to as the identified portion on the attached Exhibit A. The commitments contained herein are in turn conditioned upon the following:

1. SCRWUA shall not be required to accept bids for the identified portion of the project which exceed \$180,000.00 unless otherwise agreed.

2. The identified portion of the project shall be constructed in accordance with the City of Jamestown Standard Specifications and the water line location shall be approved by the City Engineer of the City of Jamestown.

3. If the project is constructed, the parties shall enter into a written agreement providing for the City's option to acquire the identified portion of the project.

4. In the event the City exercises its option to acquire the identified portion of the project, it shall be obligated for payment to the SCRWUA in an amount as shall be mutually agreed upon and provided for in the written agreement. Provided further, if the indebtedness attributable to the identified portion has been paid in full by SCRWUA, the city may assume ownership of the identified portion without cost.

City of Jamestown, North Dakota

RESOLUTION

Introduced by Council Member Exner, who moved its adoption;

December 6, 1999

Be It Resolved by the City Council of the City of Jamestown, to-wit:

THAT, the City Council does hereby approve and authorize a letter of intent be sent to Stutsman Rural Water District relative to construction of rural water mains into the northwest portion of the city.

ATTEST:

APPROVED:

Jeff Fuchs
City Auditor

Charlie Kourajian
Mayor

Council Member Phillips seconded motion for adoption.

Roll Call No. 9
Ayes 5
Nays 0
Absent 0

CITY OF JAMESTOWN



NORTH DAKOTA

OFFICE OF MAYOR
102 THIRD AVENUE SOUTHEAST

PHONE 701/252-5900
FAX 701/252-5903

December 7, 1999

Mr. Gary Schultz
Manager
Stutsman Rural Water Users, Inc.
Highway 281 North
Jamestown, ND 58401

RE: Stutsman Rural
Water District
Water line project

Dear Mr. Schultz:

Per our discussions, this is given as a letter of intent to the Stutsman Rural Water District (SRWD) from the City of Jamestown, North Dakota, relative to the above water line project. The portion of the project which is the subject of this letter of intent is referred to as the identified portion on the attached Exhibit A. The commitments contained herein are in turn conditioned upon the following:

1. SRWD shall not be required to accept bids for the identified portion of the project which exceed \$180,000.00 unless otherwise agreed.
2. The identified portion of the project shall be constructed in accordance with the City of Jamestown Standard Specifications and the water line location shall be approved by the City Engineer of the City of Jamestown.
3. If the project is constructed, the parties shall enter into a written agreement providing for the City's option to acquire the identified portion of the project.
4. In the event the City exercises its option to acquire the identified portion of the project, it shall be obligated for payment to the SRWD in an amount as shall be mutually agreed upon and provided for in the written agreement. Provided further, if the indebtedness attributable to the identified portion has been paid in full by SRWD, the City may assume ownership of the identified portion without cost.

Sincerely,

Charlie Kourajian
Charlie Kourajian
Mayor

Enclosure

CITY OF JAMESTOWN



MAR 17 1999

NORTH DAKOTA

COPY
FILE COPY

KENNETH L. DALSTED
CITY ATTORNEY
CHARLES J. GILJE
CITY PROSECUTOR
(701) 252-6668

SUITE 201 - NORWEST OFFICE COMPLEX
208 SECOND AVENUE SOUTHWEST
POST OFFICE BOX 1727
JAMESTOWN, NORTH DAKOTA 58402-1727

March 16, 1999

Honorable Charles Kourajian
Mayor
Jamestown City Hall
102 Third Avenue Southeast
Jamestown, North Dakota 58401

RE: **STUTSMAN RURAL WATER USERS, INC. LETTER OF MARCH 12, 1999**

Dear Mayor Kourajian:

I have reviewed the letter which was sent to you by Gary W. Schultz on behalf of the Stutsman Rural Water Users, Inc. As usual, they wait until the last minute to make these kinds of proposals, as I note their bid letting is set for April, 1999.

If such an agreement is crafted as set forth in the agreement, extreme care must be used in drafting the agreement to avoid a real risk to the City. Also, in conjunction with such an agreement, I think there needs to be some extensive research relative to the powers and rights of rural water systems.

We have run into federal and state law which has the potential for creating significant problems in entering into these types of agreements. Unfortunately, this matter wasn't brought to us last fall when there would have been time to do some of that research prior to being forced to look at an agreement by April. However, I think we have to be careful in rushing into any such agreement at this time.

Sincerely,

KENNETH L. DALSTED
City Attorney

KLD/jjb
cc: Waide Kritsky

ENGINEERING DEPARTMENT REPORT AND RECOMMENDATIONS
STUTSMAN RURAL WATER PROPOSAL TO SERVE WITHIN CITY LIMITS

APRIL 5, 1999
CITY COUNCIL

Proposal:

Stutsman Rural Water is proposing to construct a 6" PVC water line serving approximately up to 18 homes and the National Guard Armory in the North West Portion of the City. The proposed route follows the west side of Highway 281 except in two areas. These two areas are just north of the Fort Seward area and the sub-division in the extreme NW corner of the City Limits.

Engineering Department Concerns:

Any location other than along the right of way would make it difficult to utilize this main in the future as the area might develop. This is because to provide service on the other side of the highway would involve significantly more construction to provide both water service or fire hydrant service.

Fort Seward area: North of the Fort Seward the water line is proposed to line up with 10th Ave NW to where it would intersect Highway 281. This would facilitate development along 10th Ave NW. Any development along Highway 281 would be extremely difficult on either side of the road because of steep side hills. The Engineering Department concurs with this route for the above mentioned reasons.

Extreme NW Sub-Division :

All 11 homes in this sub-division have their wells in the front yard with an assumed entry into the household plumbing in the front or East side. All the homes have the septic field and drain field in the backyards. The majority of the homes have extensive fencing and/or trees surrounding the back yards.

The proposed route of the water line is on the steep slopes behind the sub-division (see Figure 1). This route would facilitate only limited fire hydrant service in the future when hooked up to the City system at the south end. All of the Figures show the standard 300' radius around proposed fire hydrants. The zones do not extend across the highway as fire hoses would not recommended to be laid across the highway.

The homeowner would be required to dismantle a significant amount of fencing or disturb a significant number of trees as well as disruption of the drain fields to bring the service line to the point where their existing well line is assumed to enter. Some of the properties do not have a great deal of room between structures for excavation to come between the houses. Some of the properties may be able to have the water line enter at the back if they do not have a finished basement or have a hanging ceiling.

Figure 2 indicates what future construction would be necessary to utilize this main for fire protection on the West and well as the East side of the Highway in the area.

Recommendations:

1) The Engineering Department recommends that the route for the extreme NW subdivision be shifted to along the east side of 281 in front of the houses (see Figure 3). This would allow a significant savings in the future to provide fire hydrant service to both sides of 281. This also would create less disruption to the individual home owner since the back yard and drain fields would not be impacted. Each home owner would only need to dig up to 35' to connect to the existing well piping or to run to the house in the same area as the existing service entrance. The increased cost to open cut across the driveways and restore them is estimated to be \$15,500 dollars. The decrease in cost to each homeowner would be approximately \$1000 for a total savings to the entire subdivision of \$11,000.

A compromise agreement can possibly be worked out to allow the Rural water system to recover this extra cost if the City takes over this water line.

2) Because the availability of good water will spur some additional development it is recommended that the City Council begin planning for the handling of the sanitary problems which development will bring using septic systems.

FIGURE 1
RURAL WATER PROPOSAL

CITY LIMITS

Rural Water
Future City

Future Fire Hydrant Zones

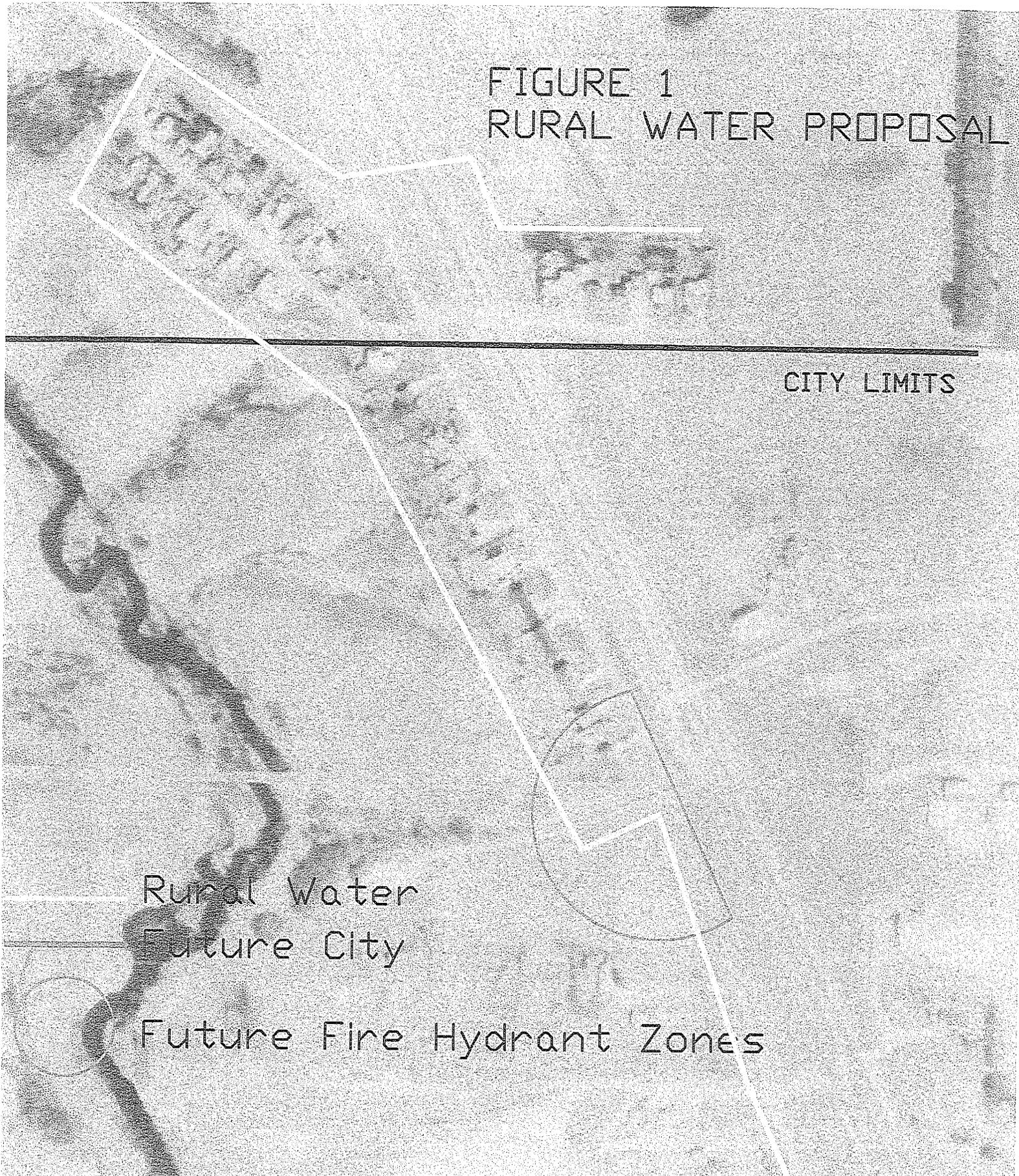
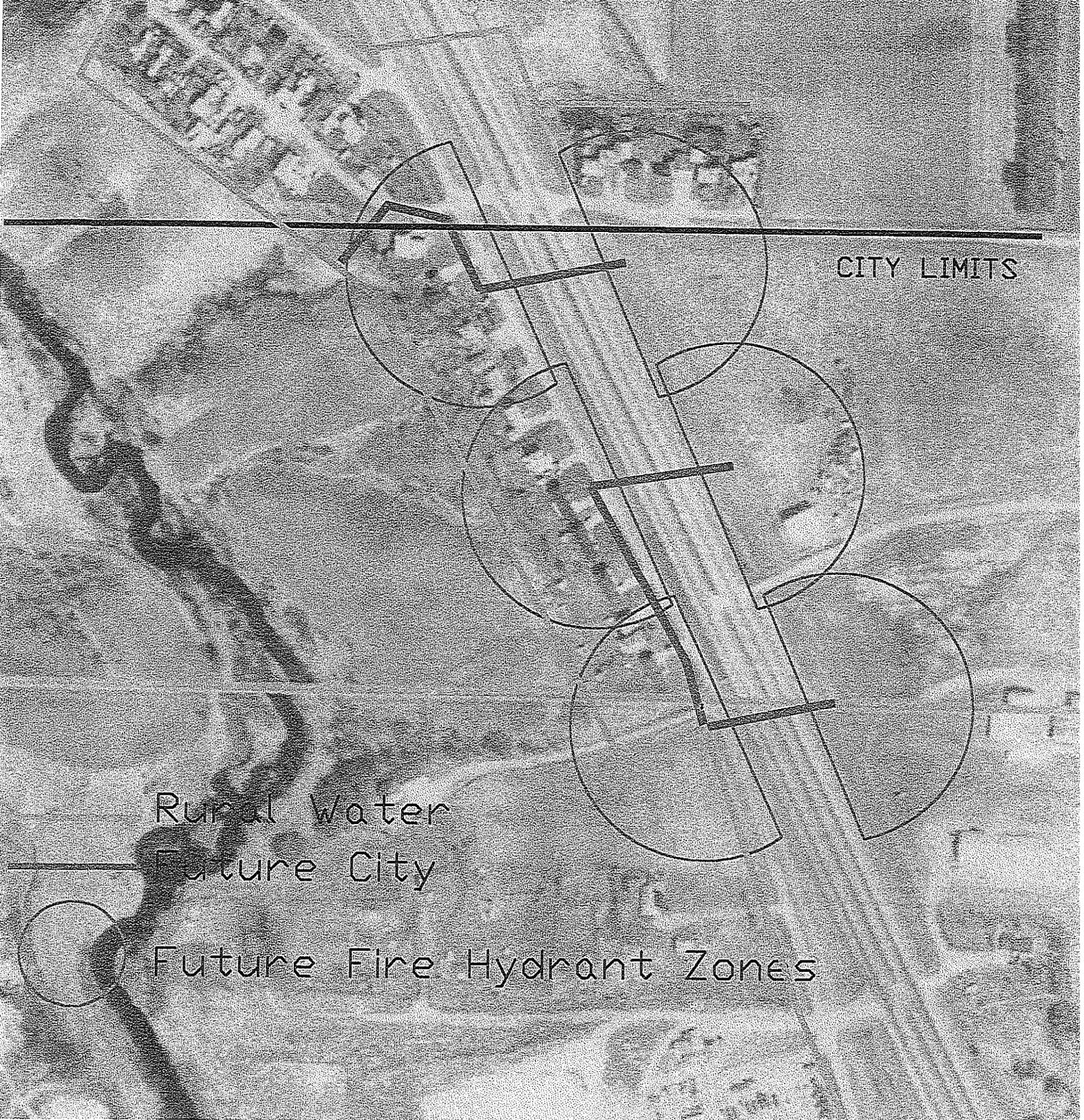


FIGURE 2
Future Construction Necessary



CITY LIMITS

Rural Water
Future City

Future Fire Hydrant Zones

FIGURE 3
Recommended Route & Future Const

