

SRWD "In City Service"

Part 2 of 2

City of Jamestown, North Dakota

RESOLUTION

Introduced by Council Member Exner, who moved its adoption;

April 7, 1997

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 Auditor to enter into an easement agreement with Stutsman Rural Water Users, Inc., Jamestown, North Dakota, to provide water to the Wastewater Treatment Plant Facility, with the installation of a pipeline located on Auditor's Lot 5-2 and Auditor's Lot 5-3, Homer Township, located within the NE 1/4 of Section 5, Township 139, Range 63.

ATTEST:

APPROVED:

Jeff Fuchs
City Auditor

Charlie Kourajian
Mayor

Council Member Christianson seconded motion for adoption.

Roll Call No. 7
Ayes 5
Nays 0
Absent 0

RIGHT OF WAY EASEMENT — INDIVIDUAL(S)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned _____
City of Jamestown

hereinafter called Grantor(s), of the County of Stutsman, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to us in hand paid by the Stutsman Rural Water Users, Inc., hereinafter called Grantee, a corporation whose post office address is Box 547, Jamestown, North Dakota 58402, the receipt of which is hereby acknowledged, do hereby grant unto said corporation, its successors and assigns, the right, privilege and authority to construct, maintain, operate, replace and remove its water mains, appliances, fittings, valves, valve boxes and fixtures, in and on the following described real property situated in Stutsman County, State of North Dakota, described as follows, to-wit:

Auditor's Lot 5-2 and Auditor's Lot 5-3, Homer Township, located within the NE¼ of Section 5, Township 139, Range 63.

The easement shall be thirty (30) feet in width, the centerline of which is described as follows, to-wit: at such points on the tract that may be necessary for the installation and maintenance of the pipeline and other appurtenant facilities.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor(s), his successors and assigns, by reason of the installation herein. The grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor(s), his successors and assigns. It is specifically agreed, however, that the Grantee, after the original installation has been completed (including final testing), will reimburse Grantor(s) for any crop damage resulting from repair, maintenance and replacement necessitated by the operation of the water mains and system.

The Grantor(s) further grants the right of ingress to and egress from said strip over and across the above described real property by means of routes and lanes thereon if there be such, otherwise by such route or routes as shall occasion the least practical damage and inconvenience to the Grantor(s).

The Grantor(s) reserves the right to use said strip for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor(s) shall not erect or construct any building or other structure, plant trees, dig any excavations or diminish or substantially add to the ground cover over said water mains and the appurtenances and fixtures, except as specially authorized in writing by the Grantee.

Grantee agrees that following the initial installation of the water mains and necessary appurtenances as herein allowed, it will restore the real property to its prior condition to the extent that is reasonable, and physically possible.

The grant and other provisions of this easement shall constitute a "covenant running with the land" for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, The Grantor(s) have executed this instrument this 8th day of April, 1997

STATE OF NORTH DAKOTA)

COUNTY OF STUTSMAN) ss

On this 8th day of April, 1997, before me a notary public within and for said county and state, personally appeared Charles Kourajian, and Jeffrey J. Fuchs, Mayor & City Auditor, respectively known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same.

CITY OF JAMESTOWN,

By: Charles Kourajian
Charles Kourajian, Mayor

By: Jeffrey J. Fuchs
Jeffrey J. Fuchs, City Auditor



Cindy Schultes
Cindy Schultes, Notary Public
Stutsman County, North Dakota
My commission expires: 2-6-03

COUNTY OF _____) ss

On this _____ day of _____, 1985, before me a notary public within and for said county and state, personally appeared _____

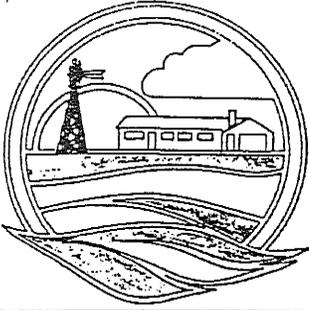
known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public

County,
My commission expires:

(SEAL)

MAR 13 1997



Stutsman Rural Water Users, Inc.

PO Box 547
Jamestown ND 58402-0547

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

March 12, 1997

Dear Member;

Enclosed is a Right of Way Easement Form for your Rural Water service line.

The easement is a part of your membership agreement with us, and is necessary in order that we may repair a water line if we should need to in the future.

Please sign the document, have it notarized, and return it to us as soon as possible. A stamped self addressed envelope has been enclosed for your convenience. Please contact us at 252-7727 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Geneva Kaiser".

Geneva Kaiser, Bookkeeper

STUTSMAN RURAL WATER USERS

WATER FEE AND USERS CONTRACT

I, CITY OF JAMESTOWN, hereby agree to pay to the Stutsman Rural Water Users an Advance Fee in the amount of \$50.00 dollars.

It is understood that unless said Stutsman Rural Water Users obtain the required number of users, the proposed project will not be started and the Advance Fee will be returned. In the event the required number of users is obtained and preliminary Engineering Designs show the project is not feasible, financing cannot be obtained, or if the Users cannot be legally organized, then any amount not expended for preliminary costs shall be prorated among and returned to the depositors. Any amount now deposited shall be a part of the total hook-up cost finally determined when the project is completed.

I agree to become a customer upon completion of the proposed water system unless costs are prohibitive.

Dated this 22 day of May, 1996

X Signature: Jeff Fuchs, City Auditor

Township: HOMER Section: 4

Quarter: NW 1/4

RECEIPT FOR ADVANCE FEE DEPOSIT

The Stutsman Rural Water Users hereby acknowledges receipt of \$50⁰⁰ from CITY OF JAMESTOWN, representing an Advance Fee deposit, subject to the terms and conditions of the Advance Fee Contract.

Dated: 5/22/96 Representative: [Signature]

III. Water Use Information.

1. HOUSEHOLD USAGE:

Number of persons N/A

2. LIVESTOCK USAGE:

	Present Livestock Numbers	Foreseeable Future Livestock Numbers (be as accurate as possible)
Feeder & Beef Cattle	NONE	
Hogs	}	
Dairy Cattle		
Turkeys		
Poultry		
Horses		
Sheep	NONE	

3. How much water do you wish to buy from the rural water system? 10,000 / MONTH

Here again, be as accurate as possible, and circle the answer that best describes your expected usage:

Present Livestock Usage- (All) (3/4) (1/2) (1/4) (None) (Standby)

Forseeable Livestock Usage- (All) (3/4) (1/2) (1/4) (None) (Standby)

4. Other major usages, if any - Please itemize and explain - Estimate gallons per day:

Remarks: _____

Date: 5/22/96 Signed (Water User): [Signature]
 Check: _____ Cash: _____ Signed (Canvasser): [Signature]

NEW CONNECTION CHARGES

- 1. MEMBERSHIP FEE.....\$ 50⁰⁰
 - 2. MEMBERSHIP AGREEMENT FEE.....\$ 300⁰⁰
 - 3. WET TAP FEE.....\$ 150⁰⁰
 - 4. ENGINEERING COSTS (IF ANY).....\$ ---
 - 5. ESTIMATED EASEMENT COSTS.....\$ ---
(WILL BILL ACTUAL WHEN RECEIVED)
 - 6. WET TAP MATERIALS
 - A. 1 CURB BOX 7'6" @.....\$ ---
 - B. 1 CURB BOX VALVE @.....\$ ---
 - C. 1 3/4" IPT CORPORATION VALVE @.....\$ ---
 - D. 1 ^{5/4"} 3/4" IPT SADDLE @.....\$ ---
 - E. 3 STAINLESS STEEL INSERTS @.....\$ ---
 - F. 1 3/4" MAC PAC #4753 @.....\$ ---
 - G. 1 METER ASSEMBLY @.....\$ ---
- (TOTAL).....\$ 500.00

7. ALL PIPE, EXCAVATING, RECLAMATION, AND SEEDING, WILL BE AT THE EXPENSE OF THE MEMBER.

8. UTILITY LOCATION AND EXPENSE WILL BE THE RESPONSIBILITY OF THE MEMBER.

CITY OF JAMESCOWN
NAME OF MEMBER

252-5900
PHONE NUMBER

102 3RD AVE SE JAMESCOWN, ND
MAILING ADDRESS

58401
ZIP CODE

X DATE: _____ X CHECK No. _____ X AMOUNT _____ CASH _____

X SIGNED: Jess Fuchs, City Auditor

MEMBERSHIP PAYMENT POLICY:

DOWN PAYMENT.....	\$250.00
24 PMTS. @ \$12.00 EACH.....	288.00
TOTAL COST OF PAYMENT PLAN.....	538.00
TOTAL COST IF PAID IN FULL AT SIGNUP.....	500.00
INTEREST CHARGE ON PAYMENT PLAN...7.5%...	38.00

SIGNED: _____

Stutsman Rural Water Users Inc. AGREEMENT

This agreement is entered into this 22 day of MAY, 1976
between the Stutsman Rural Water Users, Inc., a non-profit corporation, hereinafter called
the Association and CITY OF JAMESTOWN
a member of the Association hereinafter called the Member:

WHEREAS, the Member desires to purchase water from the Association and to enter into
a water users agreement as required by the Association; and

WHEREAS, the Association desires to sell water to its Members pursuant to said
agreement,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agree-
ments herein contained, it is hereby understood and agreed as follows:

The Association shall furnish, subject to limitations set out in Rules and Regulations and
Association Bylaws and those bylaws hereinafter provided for, such quantity of water as the
Member may desire in connection with Member's occupancy of the following described
property:

HOMER TOWNSHIP SECTION 4, 139-63, NW 1/4

The Member hereby agrees to grant the Association, its successors or assigns a perpetual
easement in, over, under and upon the above described land and other land owned by the
Member if such easement is necessary for this project, with the right to erect, construct, install

and lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purposes mentioned above.

The Member shall install and maintain at the Member's own expense a service line which shall begin at the cut-off valve and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the Member provided the Association has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The Member agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the Association, now in force, or as may hereafter be amended or changed, including the imposition of such penalties for noncompliance as are now set forth in said Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the Association.

The Member agrees to pay for water at such rates, time and place as shall be determined by the Association.

The Association shall purchase and install a cutoff valve and may also include a water meter, pressure regulator and back flow preventer in each service. The Association shall have exclusive right to use such cutoff valve and water meter.

The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system, shall determine the allocation of water to members in the event of water shortage, and may shut off water to a Member who allows a connection or extension to be made to the Member's line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all the needs of the Members, or in the event there is a shortage of water, the Association may prorate the water available among the various Members on such basis as is determined equitable by the Board of Directors. The Association may also prescribe a schedule of hours covering the use of water for garden and lawn purposes; provided that, if at any time the total water supply shall be insufficient to meet all the needs of the Members, the Association must first satisfy all the needs of all Members for domestic purposes before supplying any water for any other purpose.

The Member agrees to comply with the requirements of the North Dakota State Health Department which state that no other present or future source of water will be connected to any waterlines served by the Association's water lines and will disconnect from the Member's present water supply prior to connecting to and switching to the Association's system. This requirement may be waived by the Association if an approved back flow preventer is installed between the two systems.

The Member shall connect service lines to the Association's distribution system and shall commence to use water from the system on the date that the water is made available to the Member by the Association. **Water charges to the Members shall commence on the date that the service is made available regardless if Member makes use of the service.**

In the event the Member shall breach this contract by (1) refusing or failing, without just cause, to connect his service line to the Association's distribution system as set forth above, or (2) refusing or failing, without just cause, to pay minimum water rate as established by the Association, upon the occurrence of either of said events the Member agrees to pay to the Association a lump sum of Three Hundred Dollars (\$300.00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the Member in either of the respects set forth above would cause serious and substantial damages to the Association; and it will be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty in estimating with exactness the damages which will result.

The initial hookup fee will be Three Hundred Dollars (\$300.00). It is agreed that this fee will be paid at the time this agreement is entered into.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of _____, 19_____, in duplicate of original.

STUTSMAN RURAL WATER USERS, INC.

by: _____
President

ATTEST:

Secretary

X Judy Furber City Auditor
Member

Stutsmen Rural Water Users
P.O. Box 547
Jamestown, ND 58402

102 3rd AVE SE Jamestown
Member's Mailing Address



Stutsman Rural Water Users, Inc.

P.O. Box 547

Jamestown, ND 58402-0547

Phone: 252-7727

WARNING !!!!

Failure to read the following information could result in property damage.

When connecting to the RURAL WATER SYSTEM a meter assembly is furnished to the MEMBER, a backflow preventer is part of this assembly and is located on the outlet side of the assembly. It MUST NOT be altered or removed!

The BACKFLOW PREVENTERS function is to allow water from the Rural Water System to enter the members plumbing system, but will not allow water to return or reenter the Rural Water Systems distribution LINES. This device causes your water system to become what is called a closed system.

Heating of the water causes water to expand, which in turn causes the system pressure to increase. This happens only when there is no water being used and the water heater is recovering. Your water heater is equipped with a pressure relief valve, the valve usually comes set from the factory at 150 psi. When the expansion causes the pressure to reach this level the valve will open and allow water to flow until the pressure is relieved. At the same time the pressure is rising it is causing the backflow preventer to close to prevent any water from reentering the distribution system. The problem results when certain parts of your plumbing system, such as faucet supply lines, dish washer supply lines, soldered or glued joints that could be faulty, etc., fail prior to reaching the relief valve pressure setting of 150 psi. This will usually happen in the early morning hours or when your are away and no water is being used and the water heater is going through its recover cycle.

This problem can be avoided by installing a device that will absorb the expansion. This can be installed anywhere AFTER the meter assembly. This device is called an expansion tank. Your local plumber is familiar with this problem and will assist you in choosing the correct equipment.

There is also a product that is called a WATTS GOVERNOR 80 BALL COCK AND RELIEF VALVE. This device replaces the existing ball cock in your water closet on your toilet. It relieves the pressure at 80 psi, long before it can cause any problems. It should be installed in the toilet that is furthest from the water heater. This product is the most reliable and requires the least maintenance.

Installation of these devices is not required, but is highly recommended.

Stutsman Rural Water Users, Inc.

P.O. BOX 547
JAMESTOWN, ND 58402

Donald R. Williams, President
Cleveland, ND 58424
Phone: 763-6217

Terry Nieland, Vice President
Pingree, ND 58476
Phone: 285-3362

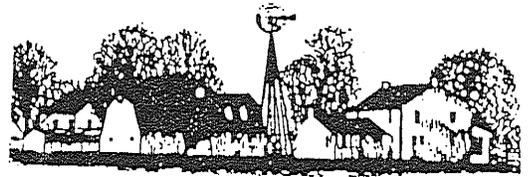
Karl Limvere, Secretary-Treasurer
Rt. 1, Box 70, Ypsilanti, ND 58497
Phone: 489-3279

Deb Lee, Assistant Secretary-Treasurer
Montpeller, ND 58472
Phone: 489-3415

Lynn Oleson, Director
Cleveland, ND 58424
Phone: 485-3347

David Cherney, Director
Courtenay, ND 58426
Phone: 435-2843

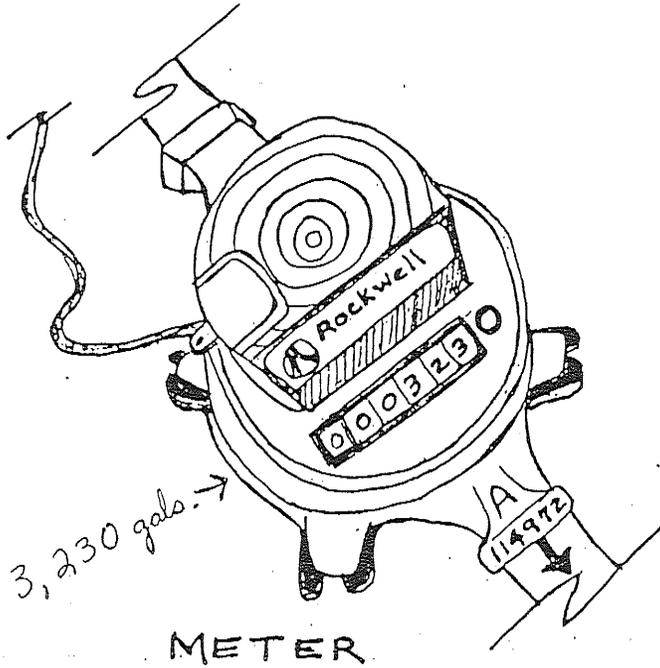
Norman Johnson, Director
Spirittwood, ND 58481
Phone: 252-2231



Dear Member;

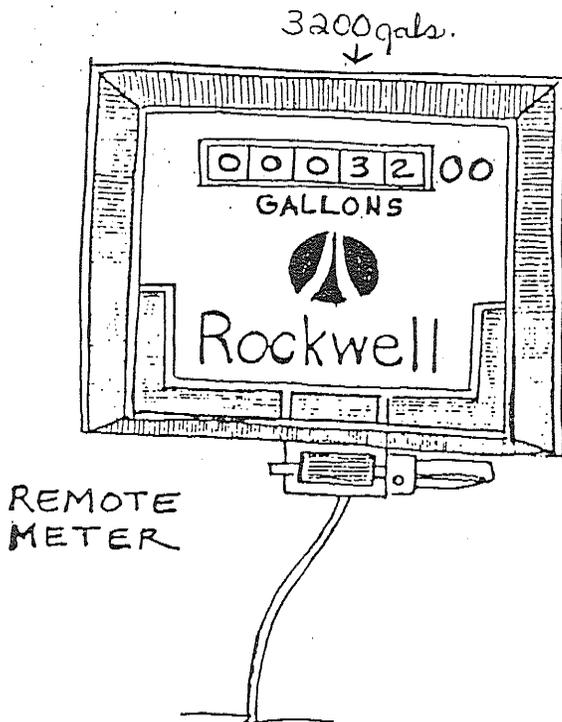
To insure a correct monthly water billing, you must include all movable numbers, plus the fixed single or double zeros at the far right of meter, whereas you shall enter a 7 digit reading on your monthly billing card.

We recommend you to read the meter, installed in your basement, for the monthly billing. Also, reading the meter the same day each month keeps the billing a month apart, not six weeks one time and 2 weeks the next time.



If your connection point to the rural water system is a pit, we recommend reading the remote reader for the convenience of not having to crawl in the pit every month. Again, you must include all moveable numbers plus the fixed double zeros, where as you shall enter a 7 digit reading on your billing card.

We require the remote reader to be mounted on the outside of the building or pit, minimum of 4 foot above the ground, for our routine inspection. Thank you.



Gary Schultz
Manager

Stutsman Rural Water Users, Inc.

P.O. BOX 547 JAMESTOWN, ND 58402

PHONE: 252-7727

SPECIFICATIONS FOR INSTALLATION OF PRIVATE SERVICE LEADS

ooo ooo

200 PSI NORTHERN PIPE
1 1/2" OR 2"

GENERAL

It is the intent of these specifications to ensure that the private service leads from the curbstops shall be installed in an acceptable manner and that quality materials are used.

It is the responsibility of the individual user for all costs of material and labor to install the service lead from the curbstop to the desired location of the service. Responsibility for repairs and maintenance of all service leads (except the water meter and pressure reducing valve) and the home plumbing system shall remain with the users.

The user shall install service leads to buildings or locations in accordance with the policy established by the Board of Directors. In no case shall there be any taps of any kind between the curbstop and water meter.

The water meter and pressure reducing valve will be furnished by the Association at no charge. These items shall be installed in a location such that they will not be permitted to freeze. Normally, the location of the water meter and pressure reducing valve will be in a heated building, such as the home or pump house, but they may be located in a frostproof manhole. The manhole shall be approved by the Association manager. The water meter and pressure reducing valve remain the property of Stutsman Rural Water Users, Inc.

INSTALLATION OF SERVICE LEADS

The user may install the service lead, water meter and pressure reducing valve himself if he so desires. All work shall meet the application requirements of the North Dakota Plumbing Code and these specifications stated herein. Prior to obtaining water, the Association's manager shall check and certify all work. Corrections to the work must be made prior to obtaining water from the rural water system.

All service leads or other piping installed by the user shall be $\frac{3}{4}$ inch nominal size unless approved by the Engineer. All service leads shall be either copper (Type K or L) or plastic (NSF approved, minimum continuous working pressure of at least 160 psi at 73.4° F) with appropriate approved fittings. All service leads shall be installed to a minimum depth of 7.0 feet below ground level. This depth shall be maintained even when crossing ditches or other dips in the ground surface.

THERMAL EXPANSION CONDITIONS

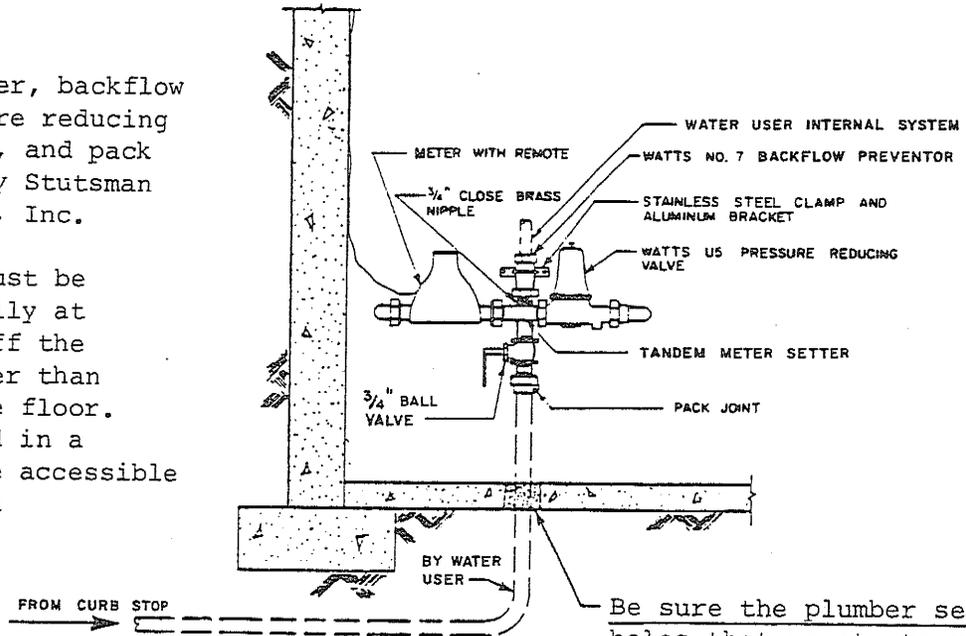
The backflow preventor will not normally allow water to flow backward; therefore, you may need to install an expansion chamber on your side of the backflow preventor to eliminate the build-up of pressure resulting from the expansion of the water as it heats in your water heater (thermal expansion). Please contact your plumber.

STATE PLUMBING CODE

All plumbing shall meet the applicable requirements of the North Dakota State Plumbing Code. In no case shall the rural water system be directly cross-connected to the present source of water, such as a well or cistern without an approved backflow preventor.

Notes:

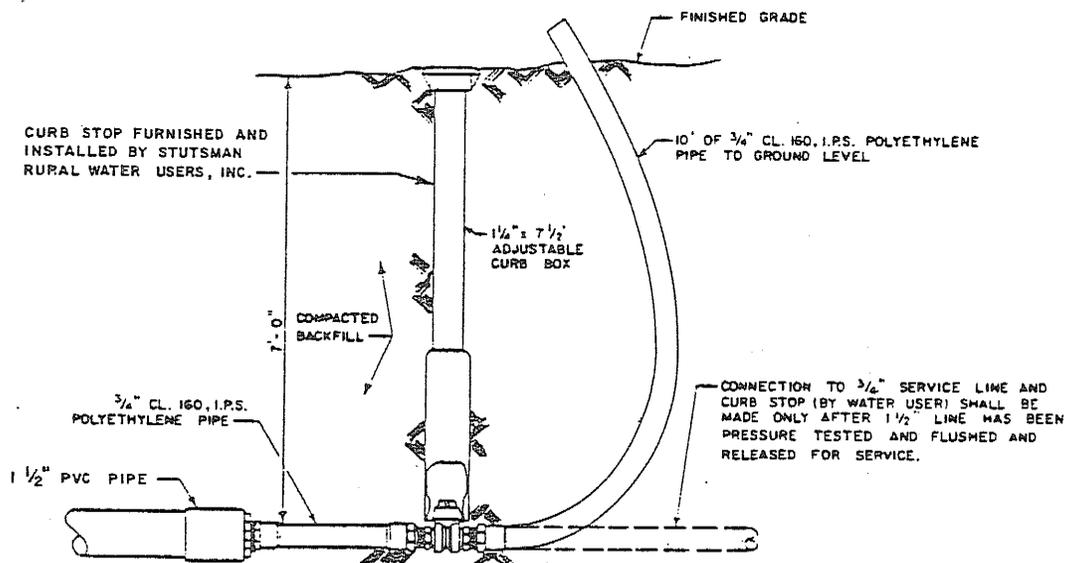
1. Meter, meter setter, backflow preventor, pressure reducing valve, ball valve, and pack joint furnished by Stutsman Rural Water Users, Inc.
2. The water meter must be mounted horizontally at least 15 inches off the floor and no higher than 60 inches from the floor. It must be located in a place that will be accessible for inspection and maintenance.



WATER SERVICE METER ASSEMBLY WITH PRESSURE REGULATOR

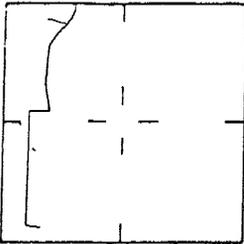
N.T.S.

Be sure the plumber seals the holes that penetrate your basement walls or floor where the service lines enter. This is to avoid water seepage entering your basement. THIS IS FOR YOUR PROTECTION.



CURB STOP AND CURB BOX SETTING

N.T.S.



TWP. HOMER
 SEC. 3 & 4
 T. 139 N.
 R. 63 W.

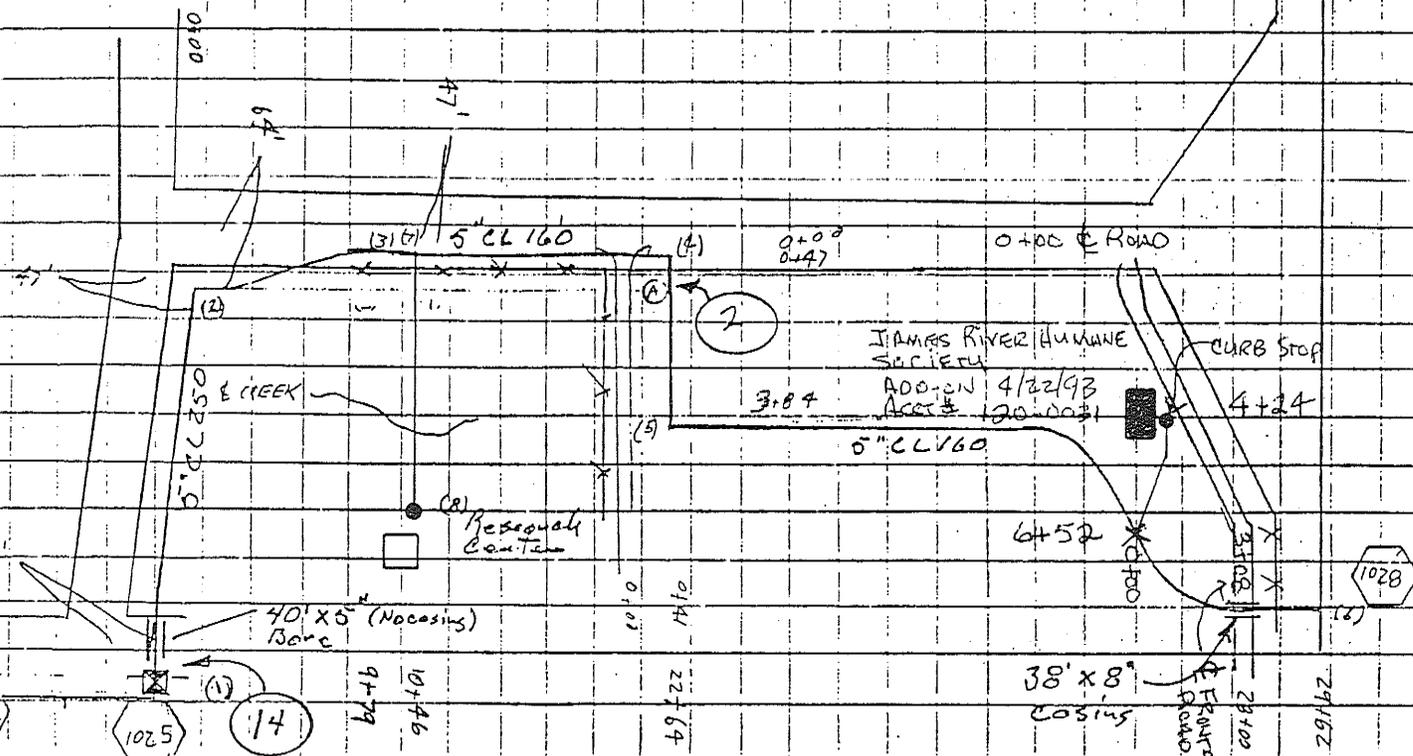
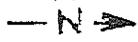


STUTSMAN RURAL
 WATER USERS, INC.
 JAMESTOWN, NORTH DAKOTA

PREPARED BY:
 HOUSTON ENGINEERING, INC.
 P. O. BOX 13428 FARGO NORTH DAKOTA 58102

DRAWN BY	PROJECT NO.	DATE
JSW	1521	11-12-85

CITY OF IMST
 ACCT # 120-0040
 ADD-ON DATE:



REF. NO.	TRANSMISSION PIPE (SIZE & LENGTH)		SERVICE LINE	VALVES			CURB STOP	CASING PIPE		HWY. BORING	
	1	2		1	A	P/R		HWY.	R. R. INTER.	1	2"
2	5" LL 250	5" LL 160	1.5" LL 200								
3	792			1							
4	979										
5		1285									
6		337									
7		2921						38' x 8"			
8			746								
9											
10	5" LL 250	5" LL 160	1.5" LL 200	1				38' x 8"		5" Bore	40'
11	1461	4543	746	1	1						

REVISION DATE: 1/27/94

1027

SERVICE CONNECTION INSPECTION REPORT

Name of Owner: _____

Date of Authorization: _____

Name of User: _____

Date of meter Issue: _____

Address: _____

Date of meter inspection: _____

Account# _____

Date billing starts: _____

Multiple Service: Yes _____ No _____

449 23 S+215

Location of Pressure Valve and Meter: _____

Classification of Service and Rate:

Farm and Ranch _____ Seasonal Residential _____ Other _____

Residential _____ Business _____

Meter Number: _____ Meter Type: * _____ Remote Number: _____ Dial Number _____

Which meter user intends to read: _____

*NOTE: N = Neptune
S = Sensus

CTR: _____

Remarks: _____

Membership Fee: _____

Water Source: A

Water Usage Information: _____

Size of the family: _____

Livestock: _____

Type: _____

Number: _____

Meter serves more than one building: _____

Yes

No

Mobile home: _____ Barn _____

Garage/Shop _____

Other _____

Multiple minimum: _____

DIAGRAM OF CURB STOP LOCATION



Member's Name _____

Address _____

Owner's Name _____

Address _____
(If Other Than Member)

Renter's Name _____

Address _____
(If Other Than Member)

Water Service to be billed to: _____ Owner _____ Renter _____

File Check:

_____ \$50 Membership Agreement

_____ \$300 Water Users Agreement

_____ Water Survey Form

_____ Membership Certificate Copy

_____ Copy of Easement

Processing Check (Date): _____

_____ Copy of \$300 Water Users Agreement returned to member

_____ Membership Certificate Issued & Mailed

Journals Check:

_____ Recorded in Township Journal

_____ Recorded in Membership Certificate Journal

Membership Certificate Number _____

Member's Location:

Township _____ Section _____

Quarter _____

Subdivision _____ Block _____ Lot _____

Member's Deposits:

Date	Amount	Check #	Date	Deposit Place
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

If Membership Transferred:

From Whom: _____

Date of Transfer: _____

Date Approved by Board: _____

_____ Transfer Request In File

_____ Transfer Agreement Issued

City of Jamestown, North Dakota

RESOLUTION

Introduced by Council Member Grabinger, who moved its adoption;

June 6, 2005

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 a water service agreement with Stutsman County Rural Water District to provide water service to the Stutsman County Road Department property in NW Jamestown.

ATTEST:

APPROVED:

Jeff Fuchs
Jeff Fuchs
City Administrator

Charlie Kourajian
Charlie Kourajian
Mayor

Council Member Phillips seconded motion for adoption.

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

CITY OF JAMESTOWN

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

no response

LETTER OF TRANSMITTAL

DATE: June 8, 2005

TO: Stutsman County Auditor
511 2nd Avenue SE
Jamestown, ND 58401

RE: Water Service Agreement Recitals
Stutsman Rural Water District/Stutsman County/City of
Jamestown

WE ARE SENDING YOU THE FOLLOWING INFORMATION:

Unsigned original of the above document for processing
by Stutsman County and Stutsman Rural Water District.
When completed, return the original to City Hall for
further processing.

The City Council, at its June 6, 2005, meeting, approved
a Resolution to enter into a water service agreement with
Stutsman Rural Water District to provide water service to
the Stutsman County Road Department property in NW
Jamestown.

If there are any questions, please call Jeff Fuchs, City
Administrator. (701-252-5900) or fax (701-252-5903).

SIGNED BY:

Cindy Schultes
Cindy Schultes, Secretary
City Administrator's Office

WATER SERVICE AGREEMENT

RECITALS

WHEREAS, there is an area located in the City of Jamestown, North Dakota, hereinafter referred to as the "City", Auditor's Lot 2, 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, Lot N, Auditor's Plat No. 2, part of Section 26, Township 140, Range 64 within the city of Jamestown, ND, and

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

WHEREAS, the undersigned entity, County of Stutsman, the property owner, owns the property to 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 is a map, Exhibit A showing the intended route for the pipeline to the project or improvement area owned by the County of Stutsman

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 enter into this agreement to allow SRWD to provide rural water supplies to 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. 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 once the project is built. In the event the City elects to take possession, ownership and control of the system as herein provided, the SCWD shall transfer its interest in such system to the City of Jamestown. In doing so it waives any rights to the contrary which may exist under state or federal law.

3.

The undersigned property owner, either individually or in conjunction with SRWD, shall be responsible for contracting with the contractors installing the 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 after installation. 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 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, including but not limited to location of all connections to the Main line to an individual property.

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 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 property water line and main line 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 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. Until such time as the main lines are assumed by the city of Jamestown, they

shall be subject to the rules and regulations of SCWD.

The initial construction costs to be paid by the undersigned property owner directly to a contractor retained by Stutsman County.

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 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 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 line and equipment shown on Exhibit A at no cost or charge to the City of Jamestown by SCWD or by the County of Stutsman. Once the City takes ownership and possession of the water 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 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, the water pipeline and equipment shown in Exhibit A 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 main pipeline 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.

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 at no cost to the City of Jamestown, ND.

9.

SRWU will be allowed to provide unlimited water service to the undersigned property owner 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 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 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 owner, SCWD and the City its successors and assigns of this agreement and the successors and assigns of SCWD and the City.

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.

13.

It is acknowledged that SCWD may elect to connect other properties located with the said Auditor's Lot 2 City of Jamestown, ND not currently receiving water service from the city of Jamestown. Any such connections and properties so connected to the SCWD lines shall be subject to the terms of this agreement,

including, but not limited to, the provisions relating to the transfer to the city of Jamestown and the specifications and requirements of the city of Jamestown, ND. No properties outside of the City of Jamestown, ND, shall be provided water service with the use of the water lines authorized by this agreement without prior written consent of and agreement with the city of Jamestown, ND.

Dated this _____ day of _____, 2005.

STUTSMAN RURAL WATER DISTRICT

By _____

Its Chairman

Attest:

Its Secretary

CITY OF JAMESTOWN

By _____

Its Mayor

Attest:

Auditor

PROPERTY OWNER

Stutsman County, ND

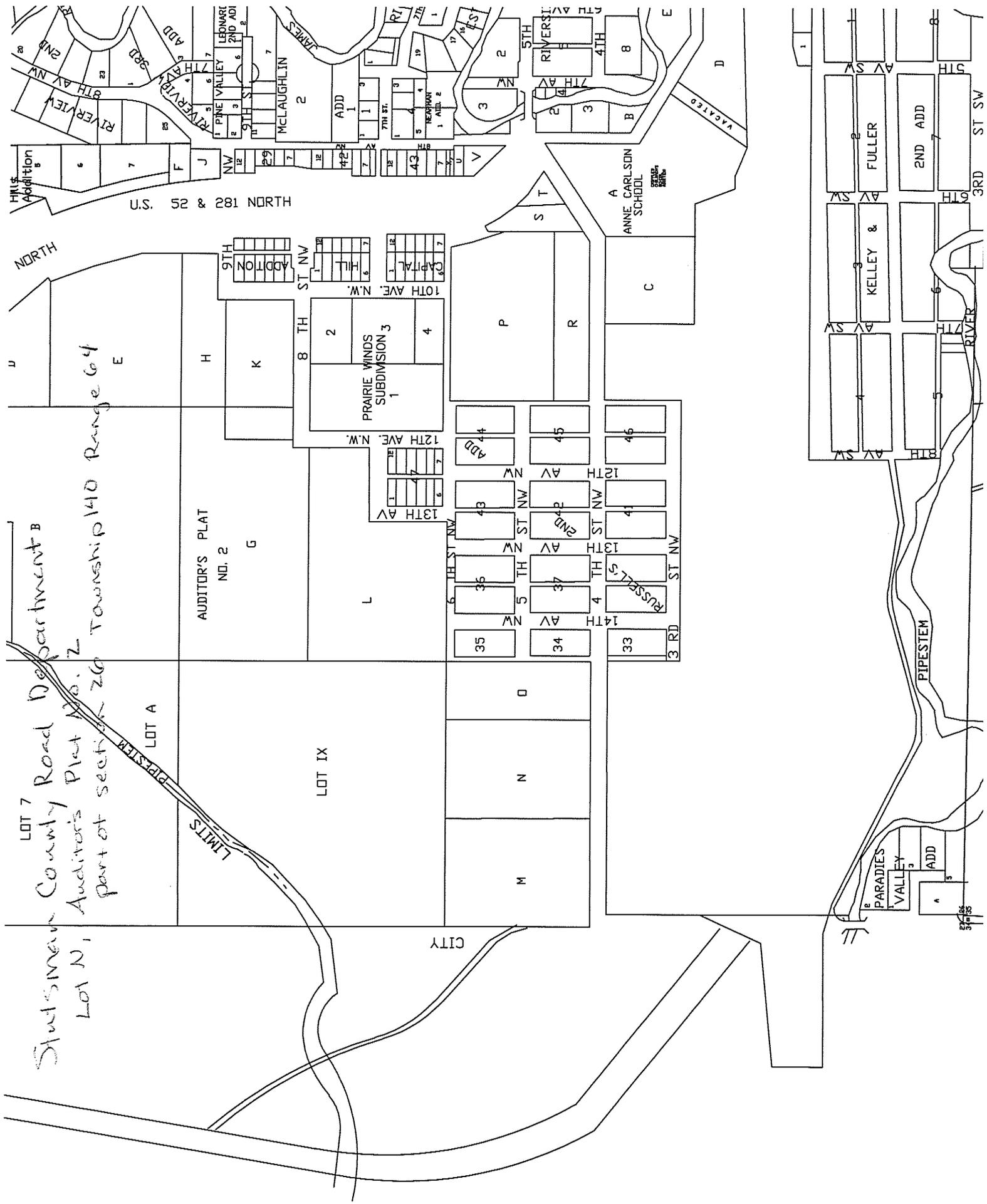
BY: _____

ITS: Chairman

ATTEST:

Noel Johnson
ITS: Auditor

LOT 7
 Studsman County Road Department B
 Auditor's Plat No. 2
 part of section 26 Township 140 Range 64
 Lot N,
 Auditor's Plat No. 2



U.S. 52 & 281 NORTH

AUDITOR'S PLAT
 NO. 2

PRAIRIE WINDS
 SUBDIVISION 3

ANNE CARLSON
 SCHOOL

PARADISE
 VALLEY

PIPESTEM
 RIVER

CITY

LOT A

LOT IX

LIMITS

LOT H

LOT K

LOT L

LOT M

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Stutsman Rural Water District

1812 Hwy. 281 North

Phone: 701-252-7727

Jamestown ND 58401-2104

Fax: 701-252-8711

E-Mail: sruwdistrict@qwestoffice.net

Toll Free: 1-888-302-7727

INDIVIDUALS WITHIN CITY LIMITS REQUESTING WATER SERVICE WHERE THERE IS CURRENTLY NO CITY OR RURAL SERVICE AVAILABLE:

- Stutsman County Road Department –Southwest of Fort Seward (5th Street NW)
- Border States Paving - Southwest of Fort Seward (5th Street NW)
- ✓ Jamestown Hospital (backup supply) Woodbury Township, Section 3

INDIVIDUALS CONNECTING IN AREAS CURRENTLY BEING SERVED BY STUTSMAN RURAL WATER WITHIN CITY LIMITS:

- Wayne Burgaard Melland 2nd Addition line (Hwy. 281 North)
- Randy Gengler Melland 2nd Addition line “ “ “
- Don Walieski Melland 2nd Addition line “ “ “
- Jeremy Wanzek EAST Side 1st Northwest Addition line (Hwy. 281 North)
- William Trecker Fort Seward line (Hwy. 281 North)

CITY OF JAMESTOWN

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

LETTER OF TRANSMITTAL

DATE: May 18, 2000

TO: Stutsman Rural Water District
Attn: Gary Schultz, Manager
Highway 281 North
Jamestown, ND 58401

RE: Agreement between City and Stutsman Rural Water District

WE ARE SENDING YOU THE FOLLOWING:

Your official copy of the above agreement.

The referenced attached Exhibit A will be forthcoming
at a later date.

Thank you.

SIGNED:



Cindy Schultes, Secretary
City Auditor's Office

11

AGREEMENT

RECITALS

WHEREAS, there are areas 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 are not currently served by the City's municipal water system because of location and potential cost to individual property owners, 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, both 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 properties within the improvement area which are not now receiving municipal water service, including the residences and businesses located therein.

1.

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

2.

SRWD will install and maintain water lines, as located on the attached Exhibit A, to service the improvement area. The proposed water pipeline and related equipment is a part of SRWD's Westside Reservoir and Pipeline Improvement Project of February, 2000, hereinafter referred to as the "project", located, in part, within the City limits as said limits exist as of January 1, 2000.

3.

Any property owner within the improvement area shall have access to the proposed SRWD water line and may hook up to the SRWD water system. Such connection to the system shall be strictly voluntary from the part of property owners. The property owners who are not connected to the system will have no obligation relative to payment. SRWD agrees that no property owners within the City of Jamestown, more particularly in what would otherwise be described as Sections 23 and 26, Township 140, Range 64, will be serviced by SRWD if City water service is available to them at the time of water line hookup.

4.

Property owners in the area to be serviced by the SRWU municipal water system will receive the same rates hook-up charges and related fees and shall be classified and regulated in the same fashion for water service as all other SRWD patrons.

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 pipe and equipment existing within the improvement area as of the later of September 1, 2020, or the date on which the ND Bond Bank loan, which approved by the North Dakota Industrial Commission on January 13, 2000, is paid in full at no cost or charge to the City of Jamestown. 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.

The City may take possession, ownership, and control of all

SRWD pipelines and equipment within the improvement area at any time upon paying SRWD the unpaid balance of any loan, as further defined below, plus accrued interest financing this portion of the project pipeline and equipment. Upon payment, any security interest provided to any government agency, public financing agency or private financing entity by SRWD covering said water pipeline and equipment shall be released of record. The water pipeline and equipment shall be conveyed to the City of Jamestown free of all liens and encumbrances.

Attached as Exhibit B is an amortization payment schedule of the SRWD loan balance attributable to the improvements in the improvement area. The buyout figure shall be determined by prorating the SRWD loan balance on the amortization schedule, including accrued interest, as of the agreed date of the buyout.

8.

All payments made by the City under this agreement shall be made payable to the North Dakota Bond Bank and SRWD.

9.

SRWD shall transfer easements obtained for the project within the improvement area to the City of Jamestown upon the City of Jamestown acquiring said water pipelines and equipment.

10.

SRWU will be allowed to provide unlimited water service to its city resident patrons in the improvement area until such time as the City takes 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 the improvement area, SRWD will not provide any water services to any new hookups located within the improvement area.

11.

This agreement shall be binding upon the successors and assigns of this agreement and the successors and assigns of the project improvements in the improvement area.

12.

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

13.

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

Dated this 16th day of May, 2000.

STUTSMAN RURAL WATER DISTRICT

By Terry Ireland

Its Chairman

Attest: Mardew Thurreich
Its Secretary

CITY OF JAMESTOWN

By Charlie Koussjian

Its Mayor

Attest: Jeff Fuchs
Its Auditor

CITY OF JAMESTOWN



NORTH DAKOTA

APR 20 2000

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

April 19, 2000
SUITE 201 - NORWEST OFFICE COMPLEX
208 SECOND AVENUE SOUTHWEST
POST OFFICE BOX 1727
JAMESTOWN, NORTH DAKOTA 58402-1727

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

Mr. Thomas Tudor
North Dakota Bond Bank
418 East Broadway, Suite 246
Bismarck, North Dakota 58501

Mr. Scott Wegner
Attorney at Law
919 South 7th Street, Suite 207
Bismarck, North Dakota 58504-5835

RE: STUTSMAN RURAL WATER DISTRICT - CITY OF JAMESTOWN
BUYOUT AGREEMENT

Gentlemen:

I am enclosing herewith a copy of a modified agreement proposed between the City of Jamestown and the Stutsman Rural Water District. It is proposed that this document will be presented to the City Council for consideration and action on the first Monday in May, 2000. It is my understanding that Stutsman Rural Water District will be meeting some time in the middle of May to consider the document.

Modifications have been made to this agreement based upon the letter of Mr. Wegner dated April 13, 2000. Specifically, proposed change number 1 inserts the bond bank's request that the possible transfer without costs be as of September 1, 2020, or the date in which loan number _____ dated _____ is paid in full was incorporated.

April 19, 2000
Page Two

This change inserts the September 1, 2020, date and defines the bond bank loan. In speaking with Mr. Tudor, it has been agreed that whether we use a loan number or identify the bond issue of the water district, that remains to be seen. For now, the two blanks are left in the agreement to be completed when those identifying entries are available.

With regard to the second suggested change in paragraph 7, the language "plus accrued interest" has been added as requested.

The third requested change suggested that the last sentence of paragraph 7 in the original draft be deleted. The City is quite insistent that that language be included in the agreement. However, for ease in understanding, we have reparagraphed the last two sentences in the agreement. Exhibit B is specifically identified as being an amortization payment schedule of the SRWD loan balance "attributable to the improvements in the improvement district". The second sentence allows for prorating that figure in the event of a buyout. The reason the City needs to have the proration figure is that it may be that the buyout may be at some time other than an anniversary date of the bond payment. In such case, the Stutsman Rural Water District would have an obligation for part of that year's payments related to the improvements within the improvement area.

The first sentence in that new paragraph identifies the amortization payment as relating to only the improvements within the improvement area, that is, within the City. The last sentence provides for the proration as of the agreed date of the buyout.

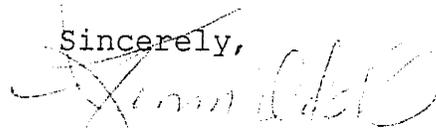
The final change was a request that all checks be made payable to the bond bank and the district jointly. I have inserted a new paragraph 8 and renumbered the subsequent paragraphs affecting that change.

April 19, 2000
Page Three

I am circulating this to each of you so that if there are any additional changes that are necessary, you can contact me prior to the May 1, 2000, council hearing date.

I thank you for your assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kenneth L. Dalsted", written over the word "Sincerely,".

KENNETH L. DALSTED
Attorney at Law

KLD/jjb

CC: Jeff Fuchs

Council Rooms, City of Jamestown, North Dakota

RESOLUTION

Introduced by Alderman Speidel, who moved its adoption;

September 23, 1985

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

WHEREAS, a petition has been submitted by property owners in the Replat of Sunny Hills Second Subdivision and Berge's Subdivision located in the SW $\frac{1}{4}$ of Section 30-140-63; and

WHEREAS, said petition requests a waiver of certain zoning regulations and City ordinances as same pertain to the installation, by Stutsman Rural Water Users, Inc., under agreement with the Farmers Home Administration, of a domestic water line to benefit the owners concerned;

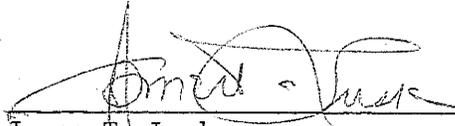
NOW THEREFORE, BE IT RESOLVED, that the City Council does hereby waive those certain requirements under existing zoning regulations and City ordinances requiring minimum six inch water mains.

BE IT FURTHER RESOLVED, that should the City install water mains in the subdivisions wherein the owners live, such owners may continue to be served by the Stutsman County Rural Water Users, Inc., with specific authorization of the City or if the City shall require, the owners will abandon the service of same and connect to the City's water system on terms and conditions as set forth by said City.

ATTEST:

APPROVED:


Rex C. Brisben
City Auditor


James T. Lusk
Mayor

Alderman Ebertz seconded motion for adoption.

Roll Call No. 1 {
Ayes 7
Nays 0
Absent 5

PETITION FOR PERMIT

We, the undersigned property owners of the Re-plat of Sunny Hills Second Subdivision and Berges Subdivision located in SW $\frac{1}{4}$ of Section 30-140-63, Stutsman County, North Dakota, do hereby petition the City of Jamestown to waive any and all zoning requirements relating to the installation of a domestic water system to our property. Waiver of the pertinent zoning ordinances will permit us to contract with the U.S.A. through the Farmers Home Administration to install said domestic water system, at our expense, within the subdivisions.

<u>Date</u>	<u>Re-plat of Sunny Hills Second Subdivision</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

<u>Date</u>	<u>Berges Subdivision</u>
9/15/85	Gay Schuber
9/15/85	Rosa Jungles
9/15/85	George Reismann
9/15/85	Don Authornell
9/15/85	Patricia Whitman
9/15/85	Donald Kuegel
9-17-85	Plym W. Hansen

PETITION FOR PERMIT

We, the undersigned property owners of the Re-plat of Sunny Hills Second Subdivision and Berges Subdivision located in SW $\frac{1}{4}$ of Section 30-140-63, Stutsman County, North Dakota, do hereby petition the City of Jamestown to waive any and all zoning requirements relating to the installation of a domestic water system to our property. Waiver of the pertinent zoning ordinances will permit us to contract with the U.S.A. through the Farmers Home Administration to install said domestic water system, at our expense, within the subdivisions.

	<u>Date</u>	<u>Re-plat of Sunny Hills Second Subdivision</u>	<u>Date</u>	<u>Berges Subdivison</u>
	<u>9-13-85</u>	<u>[Signature]</u>		
	<u>9-15-85</u>	<u>[Signature]</u>		
PD	<u>9-15-85</u>	<u>[Signature]</u>		
	<u>9-15-85</u>	<u>[Signature]</u>		
PD	<u>9-15-85</u>	<u>[Signature]</u>		
PD	<u>9-15-85</u>	<u>[Signature]</u>	<u>9-15-85</u>	<u>[Signature]</u>
PD	<u>9-15-85</u>	<u>[Signature]</u>		

Council Rooms, City of Jamestown, North Dakota

RESOLUTION

Introduced by Alderman Trautman, who moved its adoption;

February 2, 1987

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

WHEREAS, a petition has been submitted by property owners in the Tahrn Fairview Subdivision and Ratunil Acres located in the NW $\frac{1}{4}$ of Section 23-140-64; and

WHEREAS, said petition requests a waiver of certain zoning regulations and City ordinances as same pertain to the installation, by Stutsman Rural Water Users, Inc., under agreement with the Farmers Home Administration, of a domestic water line to benefit the owners concerned;

NOW THEREFORE, BE IT RESOLVED, that the City Council does hereby waive those certain requirements under existing zoning regulations and City ordinances requiring minimum six inch water mains.

BE IT FURTHER RESOLVED, that, should the City install water mains in the subdivisions wherein the owners live, such owners may continue to be served by the Stutsman County Rural Water Users, Inc., with specific authorization of the City or if the City shall require, the owners will abandon the service of same and connect to the City's water system on terms and conditions as set forth by said City.

ATTEST:

APPROVED:

Rex C. Brisben
Rex C. Brisben
City Auditor

James T. Lusk
James T. Lusk
Mayor

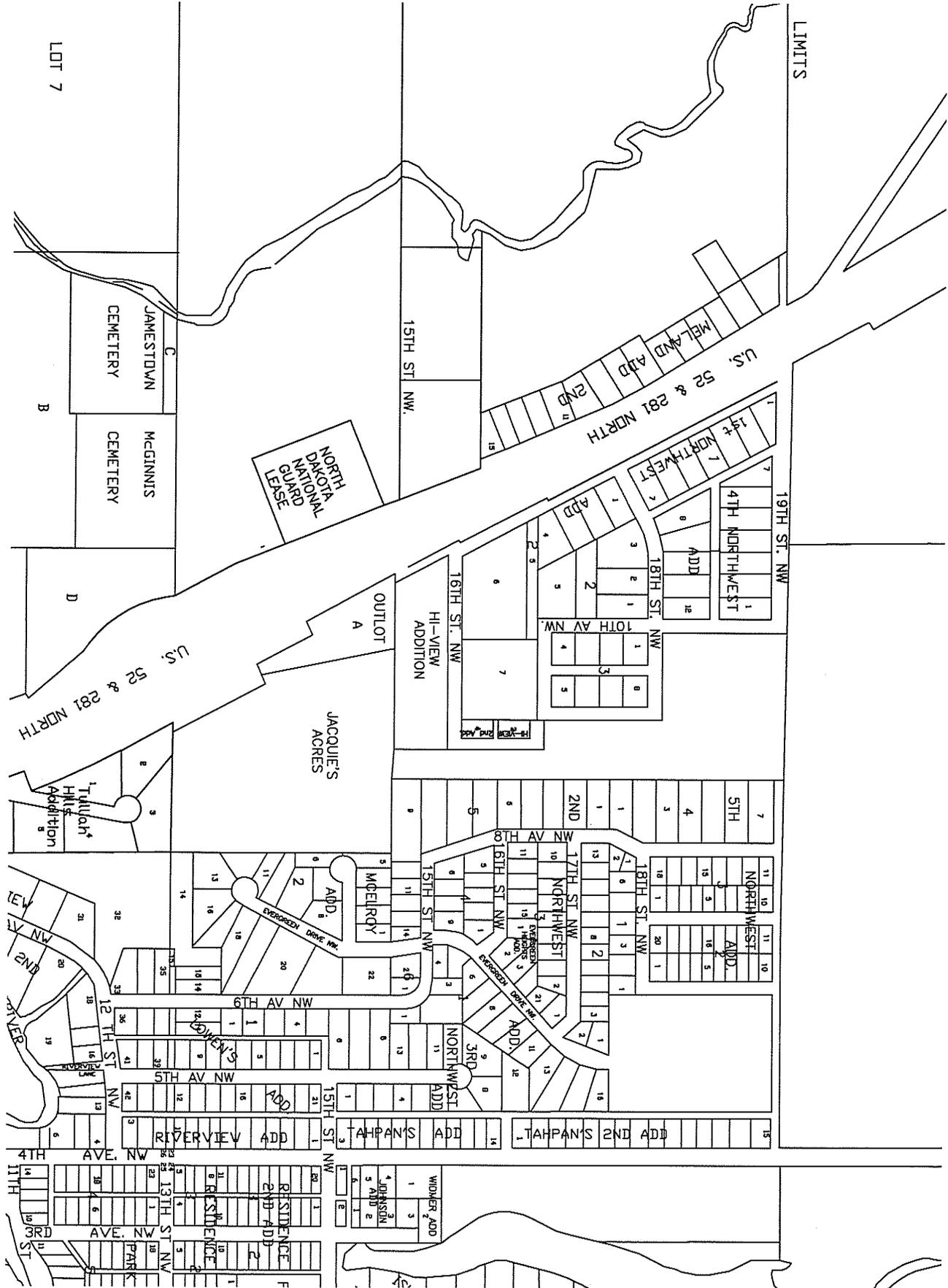
Alderman Glaspell seconded motion for adoption.

Roll Call No. 5 {
Ayes 10
Nays 0
Absent 2

PETITION FOR PERMIT

We, the undersigned property owners in Tahran Fairview Subdivision and Ratunil Acres located in NW 1/4 of Section 23-140-64, Stutsman County, North Dakota, do hereby petition the City of Jamestown to waive any and all zoning requirements relating to the installation of a domestic water system to our property. Waiver of the pertinent zoning ordinances will permit us to contract with the U.S.A. through the Farmers Home Administration to install said domestic water system, at our expense, within the subdivisions.

<u>Date</u>	<u>Tahran Fairview Subdivision</u>	<u>Date</u>	<u>Ratunil Acres</u>
<u>1-24-87</u>	<u>Bertha Byam Shervold</u> Bertha Byam Shervold	<u>1/29/87</u>	Tri-County Electric, Inc.
<u>1-24-87</u>	<u>Helen Vokenroth</u> Helen Vokenroth		By: <u>Leanneth Johnson</u>
<u>1-24-87</u>	<u>Clifford V. Herrick</u> Clifford V. Herrick		
<u>1-24-87</u>	<u>Kay A. Herrick</u> Kay A. Herrick		



LOT 7

LIMITS

JAMESTOWN
CEMETERY

MCGINNIS
CEMETERY

NORTH
DAKOTA
NATIONAL
GUARD
LEASE

U.S. 52 & 281 NORTH

JACQUIER'S
ACRES

TULLYHILL
HILLS
ADDITION

OUTLOT
A

HI-VIEW
ADDITION

14TH
NORTHWEST

4TH
NORTHWEST

18TH ST.
NW

10TH AV. NW

18TH ST. NW

5TH

18TH ST. NW

4TH AV. NW

5TH AV. NW

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64TH AV. NW

65TH AV. NW

66TH AV. NW

6

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

LETTER OF TRANSMITTAL

DATE: June 26, 2001

TO: Stutsman Rural Water Users, Inc.
Attn: Gary Schultz, Manager
9362 38 R. ST. SE
Jamestown, ND 58401

Mr. & Mrs. Chester Meier
4774 4th Avenue NW
Jamestown, ND 58401

Mr. Kevin Dunwoody
P.O. Box 1034
Jamestown, ND 58402-1034

Mr. Jon Greenstein
1424 Highway 281 North
Jamestown, ND 58401

Mr. James Vagneur
615 1st Avenue South
Jamestown, ND 58401

Mr. Scott Nething
902 10th Street NE
Jamestown, ND 58401

RE: Agreement with City and Stutsman Rural Water District

WE ARE SENDING YOU THE FOLLOWING:

One copy of the above agreement signed by all property owners.

SIGNED:



Cindy Schultes, Secretary
City Auditor's Office

AGREEMENT

RECITALS

WHEREAS, there are areas located in the City of Jamestown, North Dakota, hereinafter referred to as the "City", as shown on the attached Exhibit A, and Exhibit A-1 hereinafter referred to as the "improvement area", which are not currently served by the City's municipal water system because of location and potential cost to individual property owners, 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 individuals reside and/or own property within the improvement area and are 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 properties within the improvement area which are not now receiving municipal water service from the City of Jamestown, including the residences and businesses located therein.

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 and A-1, to service the properties of the undersigned individuals 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 owners within the improvement area shall be responsible for contracting with the contractors installing main water line and their individual lines. The Property owners 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 owners 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 individual property owners shall pay all construction costs and fees related to the installation of the main water line to be constructed in the improvement area. In addition, they shall individually pay to construct the lines connecting their properties 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 owners 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 and assessments 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 its city resident patrons 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 hookups located within the improvement area. The undersigned property owners 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 properties 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 C.

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 25th day of June, 2000. *2001 JF*

STUTSMAN RURAL WATER DISTRICT

By *Ronald Williams*

Its Chairman

Attest:

Its Secretary

Mardee Heinrich

Charles P. Messer

Ellen Meher

Jon Hansen

Jamel Vagnon

[Signature]

CITY OF JAMESTOWN

By *Charles Kouzian*

Its Mayor

Attest:

Auditor

Ed Fuchs

Kevin Donwood

EXHIBIT B

Approved By: *[Signature]*

WELSH CORP 67502 COMMUNITY

Service line

300' 1" Line ≈ \$2163

6" Line Only ≈ \$10700 ≈ \$6.08/ft

	Frontage	Agreed Amount	
NWS	129' ft 5.42	\$700	JAMES VAGHEUR
Kevin D	1150' ft 435	\$5000	KEVIN DANWOODY
Chester M	296 ft 8.44	\$2500	CHESTER MEYER
John G	185 ft 13.51	\$2500	JOHN GREENSTEIN
	1760 ft	\$10700	

6.08/ft DOES NOT INCLUDE SERVICE LINE

Kevin, Chester + John want Service

Individuals to pay cost of service line

SERVICE LINES 300-1"
6" LINE 1760'
TOTAL COST

2163 -
10700 -
12863.00

SRWD - will take care of Eng Cost.

END HOUSE (FIGURE)
COST WANTS #20
talked to him 3/28/01
GWS
HUTCHMAN

EXHIBIT C
TO
RURAL WATER AGREEMENT

1. Lary Jon Greenstein, 1424 Highway 281 North, Jamestown, North Dakota 58401. Legal description: Amended Hi-View Addition, except the E. 400 feet thereof, Jamestown, ND.
2. Chester Meier, 4334 4th Avenue Northwest, Jamestown, North Dakota 58401. Legal description: Lot 6, Block 2, First Northwest Addition to the City of Jamestown and part of the South Half of Section 23, Township 140, Range 64, Stutsman County, North Dakota.
3. Kevin Dunwoodie, P.O. Box 1034, Jamestown, North Dakota 58402. Legal description: Lots 1 through 7, Block 1, and Lots 1 through 3, Block 2, First Northwest Addition to the City of Jamestown and part of the South Half of Section 23, Township 140, Range 64, Stutsman County, North Dakota.
4. James J. Vagneur, 615 First Avenue South, Jamestown, North Dakota 58401. Legal description: Lot 4, Block 2, First Northwest Addition to the City of Jamestown, North Dakota, part of the South Half of Section 23, Township 140, Range 64, Stutsman County, North Dakota.