

Consolidated Rural Water District #1, Leav. Co., KS

Rules / Regulations

By-Laws

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CONSOLIDATED RURAL WATER DISTRICT #1, LV. CO.

RULES AND REGULATIONS

These Rules and Regulations have been published and adopted by the Board of Directors *Consolidated Rural Water District #1, Leavenworth County, Kansas*, as provided for in its By-laws to provide for a uniform supplying and taking of water service for the benefit of the district and its members. These rules and regulations are subject to change from time to time.

DEFINITIONS

- a. Applicant:** any individual, firm, partnership, corporation or other agency owning land located within the district applying for a water service.
- b. Benefit Unit:** a right entitling the holder to one water benefit unit (subject to board approval) and one vote at the annual meeting, regardless of the number of units owned, provided the benefit unit has not been forfeited and is in good standing.
- c. Benefit Unit Agreement:** a standard form provided by the District to be completed by the applicant for the installation of a water tap, service and meter.
- d. Board:** the Board of directors of consolidated Rural Water District #1, Leavenworth Kansas.
- e. Consumer:** any individual, firm, partnership, corporation or other agency receiving water from the District's facilities and owning or occupying land located within the District in which one or more benefit units have been subscribed and paid for.
- f. Point of Delivery:** the point of delivery shall be at the meter unless otherwise specified in the application for water service.

g. Request for Transfer of Benefit Unit: a standard form provided by the district for completion by the benefit unit holder requesting transfer of a specified benefit unit to a new owner and accepted by that new owner.

h. Service: the term “service” when used in connection with the supplying of water, shall mean the availability for use by the consumers of water adequate to meet the consumers’ requirements (provided, however, the District shall in no way be deemed obligated to supply water for fire protection purposes, and such purposes are specifically excluded from the term “service”).

i. Application for Water Service and Water User’s Agreement: The agreement or contract between the consumer and the District, pursuant to which water service is supplied and accepted.

j. Rental agreement for service: Agreement between consumer and district, requesting service but is not the owner of said benefit unit from which water service is supplied but does have a rental/lease agreement with the benefit unit holder.

k. Petitioner: any potential consumer making application to the District for a water main extension.

l. Water Main extension Agreement: a standard form prepared by the District to be completed by the Petitioner and entered into by and between the Petitioner and the District for a water main extension.

m. Water main Extension Petition: a standard form prepared by the District to be completed by the Petitioner for a water main extension also referred to as “Petition”.

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

VARIANCE FROM POLICIES AND PROCEDURES

The District may vary from policies and procedures contained herein as the Board may in its sole discretion determine appropriate.

AMENDMENT

By action of the Board of Directors at any regular meeting or at any special meeting called for that purpose, the Board may amend or repeal all or any part of these policies and procedures.

GENERAL RULES

1. **The supplying and taking of water** will be in conformance with these Rules and Regulations and applicable Rate Schedule. If at any time, the Board of Directors determine that the total amount derived from the collection of water charges is insufficient for the payment of operating costs, emergency repairs or debt service, the Board shall increase the minimum water rate for the first month and thereafter in an amount sufficient to pay such operating costs, emergency repairs or debt service.
2. **Applicants for water service shall make application** to the District at their office during business hours. The application will then be submitted for consideration to the Board of Directors at the next regular meeting. The applicant shall submit an application for each service requested.
3. **Service is for the sole use of the consumer** and does not permit the extension of pipes to transfer water from one property to another nor to share, resell or submeter water to any other consumer, nor does the district permit temporary connections to it's system for consumer use.
4. **The District through it's Board of Directors, may make specific water service contracts** with the Federal Government, State of Kansas, or agencies thereof, school districts and municipal corporations differing from stipulations set out in the rate schedule and rules.
5. **Right of Access.** Representatives of the District shall have the right to enter upon consumer's premises to read and test meters, inspect piping and to perform other duties for the proper maintenance and operation of service or to remove its meter and equipment upon discontinuance. Meters are to be made accessible at any and all times to the District's personnel, outside fences, free and clear of shrubs, brush, trees and debris. District personnel shall have the right to trim or remove any limbs or debris which would endanger their safety.
6. **Continuity of Service.** The District shall make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, extensions or for other necessary work. Efforts will be made to notify consumers who may be affected by such interruptions, but the District will not accept responsibility for losses, which might occur due to such necessary interruptions.

The District does not accept responsibility for losses, which might occur due to interruptions to serve caused by storms, strikes, floods or other causes beyond its control.

BENEFIT UNITS

The Board shall determine the availability of Benefit Units for subscription and establish the unit price for said subscription (see rate fee schedule).

Subscriptions for Benefit Units shall be given preference and priority in the order in which they were received. The Board may refuse the subscription for a Benefit Unit in favor of a particular tract of land located within the District or impose special conditions on granting the same, if in the judgment of the Board, the granting of said subscription and the furnishing of water pursuant thereto would impair the service of other water users in that locality or be uneconomical, unfeasible or place an undue burden on the District.

The consideration paid for benefit units shall be considered a donation to the District and shall in no event and under no circumstance be refunded to the subscriber.

Each Benefit Unit shall entitle the owner not to exceed one line from the District's water system. Each line shall serve not to exceed one living unit contained within a building or structure together with the necessary outbuildings, or each line shall serve not to exceed one business contained within a building or structure. In other words, each living unit or each business shall require a separate Benefit Unit.

PURCHASE OF BENEFIT UNIT

In purchasing a Benefit Unit, each applicant shall first enter into an "Application for Water Service and Water Users Agreement" and pay the appropriate cost as set forth in the rate fee schedule. The owner(s) of the land shall designate the tract of land by legal description and address in which the Benefit Unit shall be assigned by supplying a copy of warranty deed showing ownership and legal description. Each applicant shall sign (if needed) easement and attachment of property. Commercial applicants shall supply copy of warranty deed and well as plot plan, showing location of building. The Benefit Unit shall then follow the title of the land except as may be permitted by the Board.

Upon approval of the Board, the subscriber shall begin paying the monthly minimum water fee whether the meter is set or not.

CROSS CONNECTION

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

The District does enforce a strict cross-connection policy as approved by the Kansas Department of Health and Environment for the protection of the water supply system but in no way shall be held liable for consumers non-compliance of it's policy.

Details regarding cross-connection shall be addressed in the Cross Connection Control Program as established by the District.

COMMERCIAL PROPERTY

Other than typical residential service, the district provides guidance for the consumer in selection of the appropriate size of water meter (benefit unit) to best serve their needs. The following stipulations will be required on anything larger than typical residential meters and shall be subject to Board approval upon submission of zoning, plans, specifications and type of business:

- a. each meter shall serve one residence and only one
 1. each living unit in a multi-family residential unit shall constitute a separate residence.
- b. each meter shall serve one business building and only one. In such case as a commercial complex of business buildings, each building shall be served by one meter upon District approval and the following conditions:
 1. the business building may contain more than one tenant and such tenants shall be of low usage. Manufacturing and industrial businesses shall be supplied by a separate meter.

2. there shall be only one bill which shall remain in the name of the owner of the benefit unit who will be solely responsible for payment.
3. depending upon the type and nature of business, the District may, at its option, require backflow protection as specified in the District's Cross Connection Policy. It shall be the responsibility of the landlord/benefit unit holder to notify the District of change in tenants affecting the water usage and potential hazard to the water supply requiring a backflow device.

The District shall monitor the usage of each commercial meter's usage on a monthly basis. For any period of three consecutive months during which the maximum monthly demand exceeds that permitted for the meter size provided to such user, the District shall require:

- a. curtailment of such excess use; or
- b. require the user to purchase a meter of the size, which permits usage equal to or greater than such user's use over such period. Purchase of a larger meter shall require payment by the user of the difference between the then current cost of a meter of the size then in use by the user and the meter being purchased.

SUGGESTED METER SIZE

Under average conditions with one to two bathrooms per unit – the following meter sizes are recommended:

<u>Dwelling description</u>	<u>Max. flow rate</u>	<u>Avg. daily demand</u>	<u>Max. monthly demand</u>	<u>meter size</u>
Single family residence	20 gpm	3,000 gpd	135,000 gallons	5/8"
Ea. bldg. 2 to 10 units	50 gpm	7,200 gpd	324,000 gallons	1"
Ea. bldg. 11 to 20 units	100 gpm	14,400 gpd	648,000 gallons	1 1/2"
Ea. bldg. 21 to 30 units	160 gpm	23,000 gpd	1,035,000 gallons	2"
To be approved by Board	450 gpm	648,000 gpd	19,440,000 gallons	3"

METERS

The District's meters are of modern design in accordance with the American Water Works Association. All meters are assumed to register within the acceptable accuracy unless proven otherwise by testing. Testing of meters requested by the Benefit Unit holder or consumer found to be accurate shall be paid for by the Benefit Unit holder or person making the request.

The Benefit Unit holder is required to keep their system in a good state of repair at all times and to safeguard against cross-connection and contamination.

The Benefit Unit holder shall be responsible for any damage to the meter installed for his service on account of any cause other than normal wear and tear. This shall include but not limited to broken or lost meter lids.

The meter pit/lid shall not be covered by any obstruction and must be kept visible to District personnel at all times. Do not mow over the meter lid, park cars on top of or plant trees or shrubs over or within a 10-foot radius of the meter.

METER LOCATION

Meters shall be set in an accessible place inside applicant's property line at the discretion of the District. Generally, meters will be set next to the drive next to the road/street. The District does not run service lines. Applicant shall run their service line from point of entry of applicants building to the curb or location of the meter as approved by the District.

Before installation, applicant shall have final grade completed at site of meter location and have address on property for locates. If the District is called back to raise or lower meter setting, consumer will be charged based on contractor rates.

Meters shall be made accessible; outside fences free and clear of shrubs, brush, trees and debris.

All meters shall be set horizontally and never connected into a vertical pipe. Meters must be set outside of a building and shall be placed in a meter box furnished and installed by the District.

LOSS OF METERED WATER

Payment is required for all water registered on the meter, regardless of what happens to the water after being metered.

In the event of loss of metered water by consumer, the Board may, in its sole discretion, grant the consumer terms for payment. Any such request for term shall be in writing and shall include a statement of the cause of the loss. Failure by the consumer to comply with the terms of payment extended by the Board shall constitute cause for termination of service and for forfeiture of the Benefit Unit.

HYDRANT SALES

Fire Hydrant sales are permitted with approval of the District to commercial haulers subject to the following:

1. all usage is monitored through the District setting out times and locations.
2. all usage must be metered through a meter supplied by the District.
3. applicant must fill out (prior to usage) a meter request form and pay required deposit as set forth in the rate fee schedule.
4. upon return of the meter and payment of account, the meter deposit will be returned to customer.

Customers will be billed for usage. If account is not paid within 30 days, a 10% late fee will be added to account. If satisfaction of account is not made within 45 days, customer will forfeit their deposit check.

PAYMENT FOR SERVICE

Each Benefit Unit shall carry with it the obligation of paying monthly charges for service and metered water as well as all of the charges associated therewith.

The owner of the Benefit Unit shall be responsible for the unpaid water service and/or destruction costs of District meters/lids from their tenants, or risk forfeiture of the Benefit Unit.

Failure to pay for services when due, or willful violation of the Rules and ByLaws of the District shall subject the Consumer/Benefit Unit owner to termination of service and forfeiture of the Benefit Unit in accordance with the following procedure.

- a. the consumer and the Benefit Unit owner (if different from the consumer) shall be notified of the default by regular mail sent to the last known address of the party(s). Such notice shall give final payment date before discontinuance of service.
- b. such service may be reinstated, if all back charges are paid in full, plus the late penalties, collection fees, reconnection fee and reasonable labor charges, if any, are paid in full by money order or certified check.
- c. if service remains unpaid for 3 consecutive months, the benefit unit shall be revoked. Upon forfeiture of the Benefit Unit, the District, at it's discretion, may disconnect the service line from the supply and water main, remove the meter setting and abandon or remove the service line. Any future service would require the purchase of a new Benefit Unit as set forth in the rate fee schedule and all costs associated with installation.
- d. except as stated above, the forfeiture of a Benefit Unit shall be permanent and all rights and privileges automatically revoked.

RETURNED CHECKS

If a check is returned for insufficient funds or other reasons, the consumer is required to immediately pay the entire balance of account plus the returned check fee as set forth in the rate fee schedule, to avoid disconnection of service. If the account is not immediately paid, service will be terminated and the consumer will then be required to pay all fees associated with reinstatement.

1. returned checks and fees may only be paid by money order or cashiers check.
2. two (2) returned checks within a 12 month period will require all future payments to be made by money order or cashiers check (no cash). The district will no longer accept personal checks for payment.

BILLS

Meters are generally read between the 21st and 25th of each month. Bills will then be rendered by the 5th day of each month following that in which service was used or a new application approved (regardless of whether the meter has been set or not) as set forth in the rate fee schedule.

Failure to receive a service bill shall not excuse the consumer from his/her obligation to pay. It shall be the consumer's responsibility to call.

Payment Method: For the security of funds, security of district personnel and security of benefit unit holders, only checks or money orders or cashiers checks will be accepted.

Late Charge: Bills are due by the 20th of each month and every month and shall become delinquent on the 21st of each and every month and assessed a 10% late charge.

Collection Fee: A collection fee as set forth in the rate fee schedule will be added to bills for users who have been notified of a delinquent account.

Disconnection: Failure to pay a bill by the first (1st) day of each month following the month in which the bill is rendered, shall result in the disconnection of service.

Reconnection Fee: There shall be a charge as set forth in the rate fee schedule for reconnection of service after each suspension, either due to nonpayment of service or violation of the rules. The reconnection charge and all delinquent amounts must be paid in full before service may be restored.

Tampering with the meter can result in forfeiture of the Benefit Unit.

Estimated Bills: Every effort will be made to read the meters each month, however, due to weather conditions or other unforeseen conditions, bill may be estimated based on prior usage.

Bills may be estimated at an increased rate for any of the following reasons:

- a. no address displayed
- b. endangerment from dogs or other vicious animals
- c. any other violation of policy resulting in meter malfunction or inaccessibility.

TRANSFER OF BENEFIT UNIT

It shall be the consumer's responsibility to anticipate changes of occupancy and have his/her Benefit Unit transferred to the new consumer.

Transfers of Benefit Units shall be permitted upon the following conditions:

1. the required transfer form is completed and filed with the district.
2. transfer is from one land owner to a new land owner on the same tract of land.
3. the transfer fee as set forth in the rate fee schedule is included with the transfer form.
4. satisfaction of all outstanding charges for water service and/or repairs.
5. Completion and signing of a new water users agreement by the new owner.

Owners must notify the District of the need for a final meter reading prior to the final date and of their forwarding address. Seller must satisfy their account before transfer can be completed.

RENTAL SERVICE AGREEMENT

The renter/lessee is responsible to abide by the same regulations as the Benefit Unit holder. Each renter/lessee is required:

1. to complete a rental service agreement
2. pay the required application fee at the time of application as set forth in the rate fee schedule.
4. notify the District in advance when moving in or out for a final reading and supply forwarding address to satisfy their account. The account will remain in renter/lessee's name until all final bills are paid.

If renter/lessee fails to satisfy their account or abide by the rules and regulations of this District, the benefit unit holder (landlord) shall be held responsible or risk forfeiture of their benefit unit right.

WATER MAIN EXTENSION POLICIES

1. General.

When anyone desires a water main to be extended to any property within the District to serve one or more applicants or a subdivision, they shall make application to the District as a Petitioner.

The total cost for such extensions and existing system improvements to provide adequate service to such property shall be paid for by the applicant without any recourse for refund, in whole or in part, by the District.

The total cost shall include the cost of engineering, easements, construction, inspection, insurance, bonding, permits and all other overhead expenses.

Engineering is to be provided by the District the prescribed fee (see rate fee schedule) with a completed Water Main Extension Petition. The District will review the Petition and report findings to the Petitioner. If the project is approved and the Petitioner wishes to proceed, the Petitioner shall deposit 20% of the probable project cost with the District to initiate engineering design, if deemed necessary.

After completion of design and review of such by Petitioner, he shall deposit the balance of probable project costs with the district. The project will then be installed only by the District's contractor or designee. If it is deemed unfeasible by the Board for the District's contractor to install said project, it will then be publicly advertised for bids and competitive bids taken by the District at a public bid opening. Line and equipment specification shall be solely within the Board's discretion.

Fire hydrants may be installed on appropriate existing mains subject to the District and their engineers approval and the requirements of the appropriate city/county, provided that the full construction costs be paid by the person or persons requesting the fire hydrant.

No installation of lines or hydrants shall occur until the applicant has provided all the necessary easements or shown dedicated utility right-of-ways on recorded plat and provided the district with a copy such recorded plat. Applicant must also pay all costs in advance.

2. Water Main Extension Petition.

- a. the applicant for a water main extension shall apply to the District for a water main extension using appropriate forms provided by the district. The petition deposit shall be paid upon submittal.
- b. the district will review the petition for water main extension and will take appropriate action.

3. Water Main Extension Agreement.

After acceptance of Water Main Extension Petition, the Petitioner shall complete and enter into a Water Main Extension Agreement with the District making appropriate deposits as directed therein.

4. Construction of Water Main Extension.

The preparation of the drawings, specifications, and contract documents; and if deemed feasible, bidding procedure; the award of construction contracts; and the construction shall be in accordance with the District's policy.

During construction the District will provide inspection of the construction and obtain measurements for record and payment of contractor.

5. Payment and Adjustment of deposits.

The district will make periodic and final payments from the deposits made by the Petitioner.

After the main extension has been completed and all costs have been determined (including construction, engineering and all other overheads), if the actual cost thereof is less than the deposit, a refund of the difference shall be made to the Petitioner. If the actual cost thereof is greater than the deposit, the Petitioner shall make an additional payment to the District for the difference, within 30 days of notice.

6. Interest on Deposits.

The District shall pay no interest on the applicant's deposits.

7. Title to extension.

Any extension shall pay no interest on the applicant's deposits.

8. Oversizing.

The District reserves the right to oversize a water main extension beyond that required to serve the Petitioner's need. In the event that the District determines to oversize, the cost thereof shall be paid by the District or by the Petitioner, as determined by the District and/or its engineers.

9. Right to further extend.

The District reserves the right to further extend the water mains from and beyond each water main extension made under District policies. The Petitioner making a deposit for an extension shall not be entitled to any refund for the connection of a customer or any extension therefrom.

10. System Improvements.

Nothing herein contained shall be so construed as to prohibit the District from installing at its expense, transmission, fire and reinforcing mains.

WATER MAIN EXTENSION PROCEDURES

1. General.

The District will administer the preparation of documents and construction of main extensions.

2. Procedures.

The District will:

- a. provide Petitioner (developer or property owner) of a copy of the following:
 1. water main extension policies
 2. water main extension petition
 3. water main extension agreement
- b. provide Petitioner upon request:
 1. policies for preparing main extension design & if deemed feasible bidding documents
 2. main extension easement policies
 3. main extension drawing standards
 4. main size, routing, connection and material policy
- c. advise Petitioner of District planning that may affect extension sizing.
- d. accept main extension petition and fee deposit.
- e. Prepare and provide the Petitioner a preliminary report and opinion of probable cost of main extension.
- f. Prepare main extension agreement for Petitioner's signature and accept probable project cost deposit.
- g. Prepare design documents.
- h. Accept balance of project deposit and if deemed feasible, prepare bid invitation and contact potential bidders and publicly advertise.
- i. Prepare and issue documents to bidders.
- j. Receive bids, review and make award with approval of Petitioner.
- k. Conform contact documents.
- l. Inspect construction and measure quantities.
- m. Make payment to contractor.
- n. Prepare record drawings based on construction records.
- o. Make accounting of final project costs and make appropriate adjustments according to policy.

POLICIES FOR PREPARING WATER MAIN EXTENSION DESIGN AND BIDDING DOCUMENTS

1. General.

When a property owner wishes to have a water main extension constructed within the boundaries of the District, the following policies will govern the orderly preparation of design documents and construction of facilities.

2. Preliminary.

- a. Petitioner will submit to District, three (3) copies of preliminary plat approved by appropriate government agency.
 1. furnished will be information on required fire flows, in any
 2. water demands for commercial and industrial uses.
 3. Prescribed fee.
 4. completed water main extension petition.
- b. District will provide to Petitioner one (1) copy of the preliminary report and the probable costs along with a copy of the District's Water Main Extension Agreement form for subsequent submittal.
- c. District will provide policies on easement and legal description requirements and other data required on an as needed basis for preparation of water main extension drawings and specifications.
- d. District will provide information on water main extension sizing that is affected by planning. Other known requirements or recommendations specific to the proposed extension may be provided by the District.

3. Pre-Design Submittals.

If Petitioner wishes to proceed with the project, Petitioner must sign a Water Main Extension Agreement and deposit with the District, 20% of the probable project cost.

The Petitioner shall submit, along with the signed Water Main Extension Agreement and deposit, three (3) copies of the following:

- a. design drawings for the proposed development showing right-of-ways, easements meeting city/county requirements, streets and storm drains, sanitary sewers, grading and lighting. Hard copies of computer generated drawings accompanied with a magnetic formatted drawing are acceptable.
- b. a preliminary plat or legal description of easements for construction and permanent right-of-ways on property crossed by proposed water main outside of development site or otherwise not shown on development site plat.
- c. any special conditions to supplement the District's standard specification.

4. Supplementary Pre-Design Submittal Information.

The Petitioner's development drawings shall be accompanied by information on the type of residential development (except single-family) or proposed industrial or commercial use. This information must be sufficiently detailed to reveal:

- a. number and arrangement of dwelling units.
- b. character of commercial or industrial water use, such as maximum demand rate, average and maximum day usage rates, or any other pertinent feature.
- c. commercial or industrial building size, location and use, as well as details of fire protection requirements.

This information will be used by the District to verify the size and type commercial or industrial use water meter and the character of its installation. The sizing of water mains in excess of the minimum size may be affected by this information.

Where grading plans are not required by political jurisdictions, the Petitioner may be required to show planned grade changes within thirty (30) feet of the pipe alignment.

Where extension traverses property outside of Petitioner's property, sufficient ground or contour information shall be provided to illustrate differences between pipe alignment profile and adjacent roadway and ditch elevations. This information shall be used in preparation of the water main extension drawings.

Where pipeline is proposed on existing District or other utility easements, the Petitioner shall furnish a copy of such existing easements with the design submittals.

5. Design Document Preparation and Review.

District shall, upon receipt of satisfactory information from Petitioner, proceed with design of water main extension documents. Upon completion of design, District will review said documents and make necessary changes and/or approve or deny said documents.

6. Exceptions to Standards or Policies.

The District's Board of Directors reserves the right to make and/or comment on any reasonable change that the District may wish to make at variance with the District's Standards or Policies.

7. Petitioner's Project Authorization.

When the Petitioner wishes to proceed with construction of the water main extension, he/she shall, make a deposit equal to the amount of probable project cost. Agreement shall be accompanied by certified legal plat of development showing dedicated utility easements and/or recorded easement for any additional easements and easements for any construction outside of development.

8. Bidding Procedure.

Deleted from Rules and Regulations on June 6, 2006 by the Board of Directors.

9. Project Abandonment.

The Petitioner may abandon the project by written notification received by the District by certified mail not later than 72 hours after the bid opening and before contract award. Upon project abandonment, the District will return Petitioner's deposit money, less the amounts expended for engineering, surveying, testing, legal and other project costs.

WATER MAIN EXTENSION EASEMENT POLICIES

Easement Requirements.

Petitioner shall provide all easements and right-of-ways necessary for water main extension construction, at no expense to the District.

Within proposed platted developments where grades are established by curbs and other permanent construction, the pipeline may, upon approval, be laid within a permanent dedicated utility easement as shown on the recorded plat of the development showing location of storm drains, sewer mains and all other utilities. The pipeline will generally be located behind curbs approximately fifteen (15') feet from property line depending upon location of sidewalks, storm drains, etc. In some cases, permanent easements may be required for construction of large mains, etc. See typical easement arrangement (figure 1).

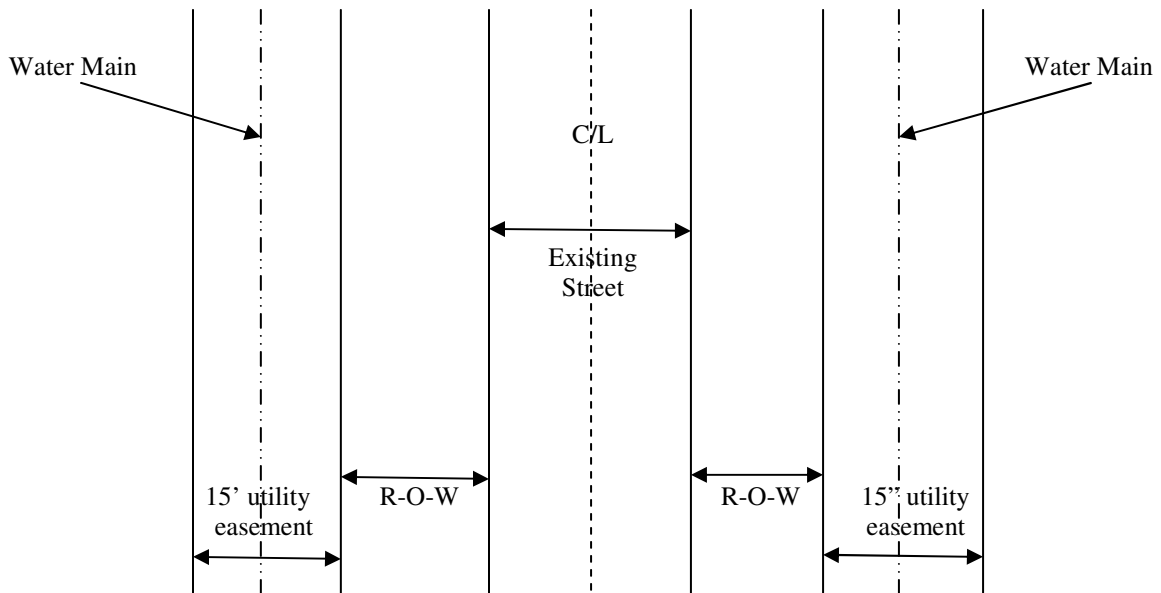
Pipelines to be laid outside developments, parallel to existing roadways, will generally require easements. The permanent easement is to be adjacent to and contiguous with existing road right-of-ways and of such width as to extend a minimum of twenty (20') feet in width with the main being generally being constructed sixty (60') feet from center line of existing roadway. Temporary construction easements will normally be required adjacent to permanent easements or road right-of-ways where the pipe is laid. See typical easement arrangement (figure 2).

Easements outside platted developments and at the option of the district easements required inside platted developments, will be prepared and filed by the District at the expense of the petitioner.

The above are minimum requirements and the district reserves the right to require additional easement coverage, if needed.

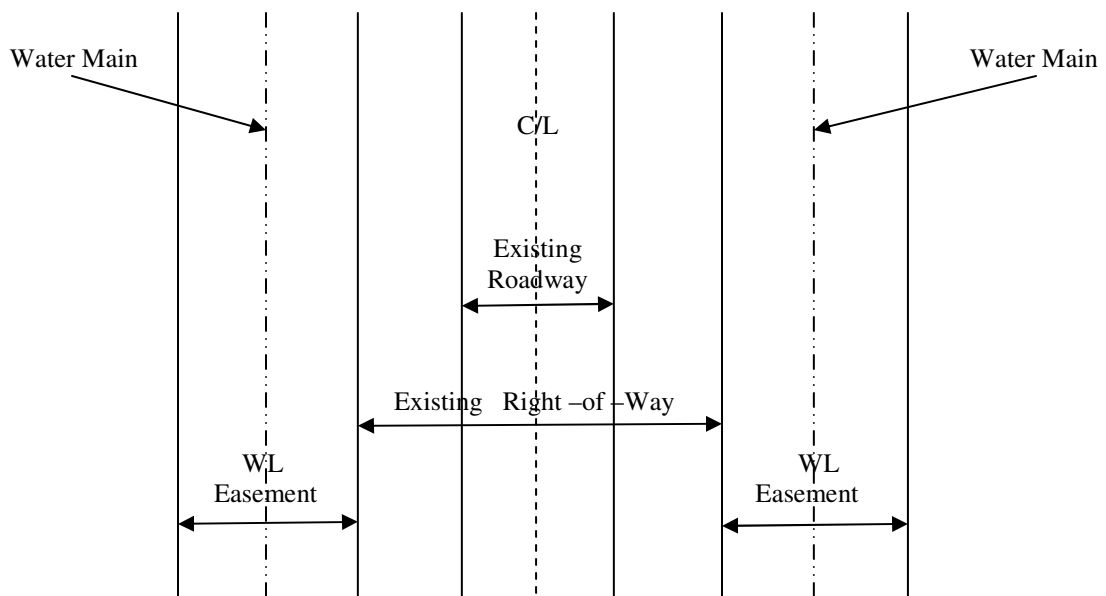
Typical Easement Arrangement – Interior water lines of Platted Subdivision with Grades and Curbs

(figure #1)



Typical Easement Arrangement of water lines Outside Developments

(figure #2)



WATER MAIN EXTENSION DRAWING STANDARDS

Drawing Preparation.

Preparation of water main extension drawings shall conform with the following requirements and guidelines:

- a. preferred drawing size is 24 inches by 36 inches (24" x 36") and shall not exceed these dimensions in overall size. Standard water district drawing sizes will be used.
- b. drafting media shall be ink on matte surface mylar or vellum, as acceptable to the District. Linework shall be dense enough to make quality prints. Media shall allow corrections and changes of lines and details.

Original drawings will be changed to reflect construction records and be used to make prints for operational uses. The reproducible drawings will be stored by the District in a secure manner with accessibility for future use.

- c. sheet title block shall indicate:
 1. name of development, subdivision or other description approved by the District.
 2. name of Petitioner.
 3. name of engineer or engineering firm preparing drawings.
 4. Kansas engineering registration seal. This may be applied adjacent to the title block.
- d. drawings of pipeline plan shall have a scale of 1-inch equals 50 feet. Detail plans of pipe alignment around structures or other obstructions may have a scale of 1-inch equals 20 feet or less.

Details of pipeline connections and other fitting and valve locations shall have sufficient size and dimensions to convey meaning but need not be to scale. Plan drawings and details shall have sufficient title and North arrows to identify locations.

- e. pipeline drawings may be drawn in part or entirely on standard plan and profile sheets. This may be needed to illustrate grading, stream crossings, parallel or intersecting roadway profiles, and other pertinent vertical location data.

- f. water main extension easements must be shown on the pipeline drawings. Known and recorded existing utilities and easements should be shown where conflicts may arise or affect construction. Right-of-ways of adjacent streets and roadways shall also be shown.
- g. computer generated drawings are acceptable.
- h. when development grading plans have not been prepared by Petitioner, any proposed grading within 30-feet of the pipe alignment may be required for use on the design drawings. This can be done by profiles, contours (existing and proposed), or spot elevations (existing and proposed).

When extension traverses property outside of Petitioner's property, sufficient grade and contour information shall be provided to illustrate differences between pipe alignment profile and adjacent roadway and ditch elevations. This shall be used in preparation of the main extension drawings.

MAIN SIZE, ROUTING, CONNECTION AND MATERIAL

Requirements.

- a. the size, routing and points of connection of the water main (or mains) and the material specifications shall be determined by the District upon considering adequate service to prospective consumers, and possible or contemplated future extensions of the main.

Water main extensions shall be of not less than eight (8") inch size along all established county or other main through-roads within the District, interconnecting water main loops, and main water line arteries within subdivisions and developments. Other water main extensions may be constructed of six (6") inch minimum size or larger. Water mains larger than eight (8") inch may be required to serve large developments, industrial, commercial or other developments, as determined by the District.

In very special cases the District may consider mains smaller than six (6") inch, such as for short cul-de-sacs or similar arrangements less than 250 feet long that cannot be looped, or in other special cases as determined by the District.

- b. all cost to be borne by the Petitioner regardless of facilities and main size.
- c. the end of the water main (or mains) to be installed shall provide for looping of mains whenever possible. All dead-end mains shall extend to the far side of the property or the last lot being served, unless a lesser distance be determined adequate by the District, and shall have a clean-out (blow-off) installed at the end.
- d. the District's water system has been planned, designed and constructed to provide potential fire suppression service. Therefore, fire hydrants are required in accordance with city/county and District policy.
- e. all material shall conform to (unless otherwise approved) to the District's Design Criteria.

BY-LAWS

OF

CONSOLIDATED

RURAL WATER DISTRICT NO. 1,

Leavenworth County, Kansas

ARTICLE 1

“NAME AND PLACE OF BUSINESS”

Section 1. The name of this corporation shall be; ***CONSOLIDATED RURAL WATER DISTRICT NO. 1, LEAVENWORTH COUNTY, KANSAS.***

Section 2. The principal office of this district shall be located in Leavenworth County, Kansas.

ARTICLE 2

“CORPORATE POWERS”

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

ARTICLE 3

“PURPOSE AND OBJECTIVES”

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

- a. to acquire water and water rights and to build and acquire pipelines and other facilities.
- b. and to operate the same for the purposes of furnishing water for domestic, garden, livestock and other purposes to owners and occupants of land located within the district and others as authorized by these bylaws.
- c. to borrow money from any federal or state agency or from any other source and to secure said loans by mortgaging or pledging all of the physical assets and revenue and income of the district, including easements and rights-of-way.
- d. to hold such real and personal property as may come into its possession by will, gift, purchase or otherwise as authorized by law and to acquire and dispose of such real and personal property, including rights-of-way and easements, wherever located and as may be necessary and convenient for the proper conduct and operation of the business of the district.
- e. to establish rates and impose charges for water furnished to participating members and others.

- f. to enter into contracts for the purpose of accomplishing the purposes of the district with any person or governmental agency.
- g. to cooperate with any person or with any governmental agency in any undertaking designed to further the purposes of the district.
- h. to do and perform any and all acts necessary or desirable for the accomplishment of the purposes of the district, which may lawfully be done by such district under the laws of the State of Kansas.

ARTICLE 4

“WATER USERS”

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

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

ARTICLE 5

“RIGHT TO VOTE”

Section 1. Only participating members shall have the right to vote and each participating member shall be entitled to a single vote, regardless of the number of benefit units to which he may subscribe; provided, all owners of land located within the District shall not be eligible to vote at meetings of landowners until ninety (90) days after a declaration of availability of benefit units and unit fees have been entered by the Board in its minutes. There shall be no proxy voting. There shall be no dual ownership of benefit units for voting purposes, i.e., joint or several owners of land shall be considered to be one member for voting purposes. A participating member may be an individual, firm, partnership, association or corporation.

Participating members shall be owners of land located within the district who have subscribed to one or more benefit units, provided payments of charges are current on at least one of the benefit units.

ARTICLE 6

“BENEFIT UNITS”

Section 1. The Board shall at the proper time cause a declaration of availability of benefit units for subscription to be entered in its minutes and shall establish a unit price for said subscriptions. Each benefit unit shall carry with it the obligation of paying a minimum monthly meter charge from the time service is available. The Board in its discretion may from time to time, if the capacity of the district’s facilities permit, make additional benefit units available. Subscriptions for benefit units shall be give preference and priority in order in which received. The Board may refuse the subscription for a benefit unit in favor of a particular tract of land located within the district or impose special conditions on granting the same if in the judgment of the Board the granting of said subscription and the furnishing of water pursuant thereto would impair the service of other water users in that locality or be uneconomical, unfeasible and place an undue burden on the district. Any landowner who feels himself aggrieved by such denial or imposition of special conditions, may appeal from the action of the Board to a vote of the members at the next regular meeting of the members or special meeting of the members called for such purpose; provided the decision of the Board shall stand unless three-fourths (3/4) of all participating members (or landowners at meetings where the only qualification to vote is ownership of land within the district), vote in favor of a motion to overrule the decision of the Board.

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

Section 3. The consideration paid for benefit units shall be considered donations to the district and shall in no event and under no circumstances be refunded to the subscriber.

Section 4. Benefit units shall follow the title of the land unless the owner of the land designates otherwise. Owners may transfer benefit units from one tract of land to another tract owned by them within the district subject, however, to the approval of the Board. No transfer in ownership of benefit units shall be permitted without the approval of the Board. No transfer will be approved unless all charges against the benefit unit are paid. All transfers when approved shall be recorded in the books of the district.

Section 5. Each benefit unit shall entitle the owner to not to exceed one line from the district’s water system. Each line shall serve not to exceed one residence or business establishment, together with the necessary and usual outbuildings.

Section 6. Failure to pay the minimum monthly meter charge or failure to pay for water used through a meter when payment is due, shall constitute a forfeiture of the benefit unit on behalf of which such failure occurs. Provided, however, the Board may permit reinstatement of such a benefit unit it, within six (6) months after such failure to pay, all back charges, (including monthly minimum charges and late fees), are paid in full, plus (10%) interest and reasonable labor charges necessary to effect reconnection. Provided further, that if minimum monthly meter charges or timely payments for water used through a meter are not made and a benefit unit has not been reinstated within six (6) months after such failure to pay, the Board may permit reinstatement of such benefit unit after such six (6) month time period if the following amounts are paid: a) all back charges, (including monthly minimum charges and late fees); b) ten percent (10%) interest on all back charges; c) reasonable labor charges necessary to effect reconnection; and d) a reinstatement fee in an amount set forth on the District's Rate Fee Schedule. The combined amounts for the items set forth in (a) through (d), however, shall not exceed the cost of a new benefit unit. Provided, further, that if the defaulting water customer is a tenant, the time periods set out above shall not commence to run until the Secretary of the District has mailed or caused to be mailed, by regular mail, notice of such default of the tenant to the benefit unit owner at his last known address as shown on the books of the District. Provided further, that all provisions of this Section 6 shall be subject to the provisions of Section 7, below.

Section 7. Water service may be terminated and a benefit unit forfeiture may be effected for failure to make payments when due as stated in Section 6 hereof or for willful violations of the rules and regulations of the District. Before terminating water service or effecting the forfeiture of a benefit unit, the Board shall notify the water customer and the benefit unit holder, if different from the customer, of the determination of the Board that there has been a failure to pay for water service or willful violations of the rules and regulations of the District and that water service shall be terminated and the benefit unit shall be forfeited.

Such notice shall:

- a. be sent by regular mail to the last known address of the subscribed and the benefit unit holder.
- b. contain a statement of the determination of the Board and the specific reasons therefore.
- c. contain a statement substantially as follows: "Upon your request within ten (10) days, you will be notified of the time and place of a hearing before the Board or such other person designated by the Board at which hearing you may present evidence as to why such water service should not be terminated and why such benefit unit should not be forfeited and present objections to water bills said to be unpaid or to any determination of the Board given as reasons for termination of such water service and forfeiture of such benefit unit."

Upon receiving such request, the Board shall notify the interested parties of the time and place of hearing. At such hearing, the water subscriber and landowner may appear in person and may be represented by counsel. The Board shall provide for a written summary of the proceedings at such hearing. Written notice of the Board's determination shall be served upon all parties by regular mail within ten (10) days after such hearing.

ARTICLE 7

“ELECTION OF DIRECTORS”

Section 1. Directors elected at the first annual meeting of the district shall be elected for staggered terms of one, two or three years and shall serve until the expiration of the term for which they were elected as shown by the minutes of the first annual meeting of the consolidated district.

At each annual meeting of the participating members thereafter, the participating members shall elect, for a term of three (3) years, the number of directors whose terms of office have expired. That director, at time of consolidation, shall serve until the meeting in 1994 at which time nine (9) directors shall be elected, three (3) for three (3) years, three (3) for two (2) years and three (3) for one (1) year.

Section 2. Immediately following the annual meeting of the participating members, the Board shall meet and shall elect a Chairman, Vice Chairman, Secretary and Treasurer from among themselves, each of whom shall hold office until the next annual meeting and until the election and qualification of his successor, unless sooner removed by death, resignation or for cause. The office of the secretary and treasurer may be held by one person; provided that officers elected at time of consolidation shall serve until board meeting immediately following annual meeting in February, 1994.

Section 3. Any vacancy in the Board, other than from the expiration of a term of office, shall be filled by appointment by the remaining members of the Board. The disqualification of a director as a participating member of the district or failure of any original director to become a participating member within thirty (30) days after subscription to benefit units are made available through action of the Board, shall operate to disqualify him as a director and to create a vacancy in the office of Director.

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

Section 5. Any director of the District may be removed from office for cause by vote of not less than three-fourths (3/4) of the participating members of the district at any annual or special meeting called for that purpose. The director shall be informed in writing of the charges preferred against him at least ten (10) days before such meeting, whether regular or special, and at the meeting shall have an opportunity to present witnesses and be heard in person in answer thereto. Officers of the Board may be removed for cause by vote of five (5) of the members of the Board, and employees and agents discharged or removed from office or employment at any time by action of the Board.

ARTICLE 8

“POWERS AND DUTIES OF DIRECTORS”

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

- a. to select and appoint all agents and employees of the District or remove such agents and employees of the district for just cause, prescribe such duties and designate such powers as may not be inconsistent with these bylaws and fix their compensation and pay for faithful services.
- b. to borrow from any source, money, goods or services and to make and issue notes and other negotiable and transferable instruments, mortgages, deeds of trust, agreements and to do every act and thing necessary to effectuate the same.
- c. to prescribe, adopt and amend from time to time such equitable and uniform rules and regulations as in their discretion may be deemed essential or convenient for the conduct of the business and affairs of the district and the guidance and control of its agents and employees.
- d. to fix charges to be paid by each water user for services rendered by the district to him, the time of payment and the manner of collection and to establish equal rates for farm members and non-farm members according to the amount of services furnished.
- e. to require all officers, agents and employees charges with the responsibility for the custody of any funds of the district to give adequate bond, the cost thereof to be paid by the district, and it shall be mandatory upon the directors to so require.
- f. to select one or more banks to act as depositories of the funds of the district and to determine the manner of receiving depositing and disbursing the funds of the district in form of checks and the person by whom the same shall be signed on behalf of the Chairman, with the power to change such bank or person signing such checks and the form thereof at will.
- g. Prepare annually an estimated budget for the coming year, adjust water rates, if necessary to produce sufficient revenue required by such budget, cause an annual audit of the district records and accounts to be made by a licensed municipal public accountant or a certified public accountant and make a report on said matters at each annual meeting of participating members.

ARTICLE 9

“POWERS AND DUTIES OF MANAGERS”

Section 1. The Board may employ for the District, a manager who shall have charge of the business of the District under the general control, supervision and direction of the Board. No director shall serve as manager. Subject to the approval of the Board, the manager shall employ, supervise and dismiss all agents and employees of the District and fix their compensation. He shall also, so far as practical, conduct the business in such a way that all patrons receive equal service and treatment; deposit in a bank selected by the Board all money belonging to the District which comes into his possession; maintain his records and accounts in such a manner that the true and correct condition of the business and affairs of the District at each scheduled meeting of the Board a current statement of the business and affairs of the district at each scheduled meeting of the Board and at the end of each fiscal year and at such other times and in such forms as the Board may direct; carefully preserve and turn over to his successor all books, records, documents and correspondence pertaining to the business of the District which may come into his possession; and to perform such other duties as may be prescribed by the Board.

ARTICLE 10

“DUTIES OF OFFICERS”

Section 1. Chairman: The Chairman, who shall be a member of the Board, shall preside over all meeting of the District and the Board, call special meetings of the District and the Board, perform acts and duties usually performed by an executive and presiding officer and shall sign all benefit certificates and such other papers of the District as he may be authorized or directed to sign by the Board. The Chairman shall perform such other duties as may be prescribed by the Board.

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

Section 3. Secretary: It shall be the duty of the Secretary, who shall be a member of the Board, to keep a record of the proceedings of the meetings of the Board and of the District. He/she shall serve or caused to be served all notices required to be served by law or the bylaws of the District and, in case of his absence, inability, refusal or neglect to do so, then such notices may be served by any member of the Board directed by the Chairman.

Section 4. Treasurer: The Treasurer, who shall be a member of the Board, shall receive and account for all funds of the Board as depository and pay the amounts, or cause them to be paid out of the depository on the signature of two officers as prescribed herein or upon the duly authorized signature of persons designated by the Board. At each annual meeting of the District, he shall submit for the information of the participating members a complete statement of his account for the past year, and he shall discharge such other duties pertaining to his office as shall be prescribed by the Board and shall give a good and sufficient bond un such amount as may be fixed by the Board.

Section 5. Authorized signatures: The Board may authorize any person to sign checks on behalf of the District; provided, until official action by the Board is taken authorizing signatory authority, two of the three duly elected officers of the Board shall be authorized to sign checks on behalf of the District.

ARTICLE 11

“BOOKS AND RECORDS”

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

ARTICLE 12

“ANNUAL MEETING OF PARTICIPATING MEMBERS”

Section 1. The annual meeting of the participating members of the District shall be held at some suitable location within the District designated by the Board on the first Tuesday following the first Monday in February of each year. The annual meeting shall commence at 7:00 p.m.

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

Section 3. Notice of meetings of participating members of the District shall be given by mail to each participating member of record directed to the address shown upon the books of the District at least ten (10) days prior to the meeting. Such notice shall sate the nature, time, place and purpose of the meeting, but no failure or irregularity of a notice of any annual meeting, regularly held, shall affect any proceeding taken thereat.

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

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

- a. call to order
- b. proof of notice of meeting
- c. reading and approval of minutes of last meeting
- d. report of officers
- e. election of directors
- f. unfinished business
- g. new business
- h. adjournment.

ARTICLE 13

“BOARD MEETINGS”

Section 1. The monthly meeting of the Board of Directors shall be held immediately following the annual meeting of the participating members. The Board may meet at such other times as may be determined by the Board or upon call by the Chairman.

ARTICLE 14

“MANNER OF ELECTION OF VOTINGS”

Section 1. At all meetings of the District, each participating member, qualified as stated in these bylaws, shall be entitled to vote upon all propositions coming before said District. No cumulative voting shall be permitted and each participating member of the District shall have but one vote.

ARTICLE 15

“SEAL”

Section 1. The District shall have a corporate seal bearing the words “*Consolidated Rural Water District No. 1, Leavenworth County, Kansas*”, which shall be in the custody of the Secretary.

ARTICLE 16

“FISCAL YEAR”

Section 1. The fiscal year of the District shall begin the first day of January of each year.

ARTICLE 17

“AMENDMENTS”

Section 1. These bylaws may be repealed or amended by a vote of three-fourths (3/4) of the participating members present at any regular meeting of the District or at any special meeting of the District called for the purpose, except that the participating members shall not have the power to change the purposes of the District so as to impair its rights and powers under the laws of the State of Kansas or to waive any requirements of bond or other provision for the safety and security of the property and funds of the District or its participating members or to deprive any participating member or landowner of rights and privileges then existing to so amend the bylaws as to affect a fundamental change in the policies of the District. Notice of any amendment to be made at any regular or special meeting of the participating members must be given at least ten (10) days before such meeting and must set forth the amendments to be considered.

ARTICLE 18

“BASIS OF OPERATION”

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

ARTICLE 19

“BENEFITS AND DUTIES OF MEMBERS”

Section 1. The District shall install, maintain and operate a main distribution pipeline or lines from the source of water supply and lines from the main distribution pipeline or lines to the property line of each participating member of the District, at which point, designated as delivery points, meters to be purchased, installed, owned and maintained by the District shall be placed.

Section 2. Each participating member shall be entitled to purchase from the District, pursuant to such agreement as may from time to time be provided and required by the District, and the Board such water for domestic, livestock, garden and other purposes as a participating member may desire, subject, however, to the provisions of these bylaws and such rules and regulations as may be prescribed by the Board.

Section 3. In the event the total water supply shall be insufficient to meet all of the needs of the members and users, or in the event there is a shortage of water, the district may prorate the water available among the various members and users on such basis as is deemed equitable by the Board and may also prescribe a schedule of hours covering the use of water for garden purposes and require adherence thereto or prohibit the use of water for garden purposes if at any time the total water supply be insufficient to meet all of the needs of all of the participating members for domestic, livestock, garden and other purposes. The District must first satisfy all the needs of participating members for domestic purposes before supplying water for livestock purposes and must satisfy all needs of all the participating members for domestic and livestock purposes before supplying water for gardens and other purposes.

The undersigned, duly elected and acting Secretary of Consolidated Rural Water District No. 1, Leavenworth County, Kansas, certifies that the foregoing Bylaws were duly adopted by the Board of Directors at a regular meeting on the 8th day of June 1993 pursuant to K.S.A. 82a-644. As provided for in these bylaws have been amended this 3rd day of February, 2003.

Howard Rogers
Howard Rogers secretary

Subscribed and sworn to before me this 3rd day of February, 2003.

Lois K. Fulkerson
Lois K. Fulkerson notary public

My commission expires:

6-12-2005

