

RURAL WATER DISTRICT NO. 10

LEAVENWORTH COUNTY, KANSAS

RULES AND REGULATIONS

BYLAWS

## RULES AND REGULATIONS

These Rules are issued in compliance with Chapter 82a, Article 6: Water Districts, Kansas Statutes Annotated, as amended, and the By-laws of the District and are designed to govern the supplying and taking of water service in a uniform manner for the benefit of the District and its members. They are subject to change from time to time. However, all such changes must be approved by the Farm Service Agency, until such time as the District is no longer indebted to the United States of America, or until such time as the District has completely retired all loans made by or insured by the United States of America. If a provision of the Rules conflict with a provision of the rate schedule, the provision of the rate schedule will prevail. If any portion of these Rules shall be declared invalid by competent authority, such voidance shall not affect the validity of the remaining portions.

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

Applicant: Any individual, firm, partnership, corporation or other agency owning land located within the District, applying for water service.

Benefit Unit: A right entitling the holder to one water service and one water supply unit of one pint per minute if on a constant flow line.

Water Supply Unit: From constant flow users, a right entitling the holder to one pint of water per minute. The holder of a benefit unit on a constant flow line may purchase such additional water supply units as the Board of Directors may approve.

Board: The Board of Directors of Rural Water District No. 10, Leavenworth County, Kansas.

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 for which one or more benefit units have been subscribed and paid for.

Participating member: An individual, firm, partnership, association or corporation. 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.

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

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

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

State Director: The State Director of the Farm Service Agency

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.

## **GENERAL RULES**

1. The supplying and taking of water will be in conformance with these Rules and the applicable rate schedule attached hereto, and filed with the Chief Engineer of the Division of Water Resources and the Secretary of the District; provided, however, that such rate schedule is subject to change by action of the Board with the approval of the State Director; provided, further, that if at any time the Board of Directors determines that the total amount derived from the collection of charges is insufficient for the payment of operating costs, emergency repairs, debt service, and a reasonable reserve, the Board shall increase the minimum water rate for the first month thereafter in an amount sufficient to pay such operating costs, emergency repairs, debt service, and to accumulate reasonable reserves.

2. Applicants for service shall make application to the Secretary of the District. If the application for service is approved by the Board of Directors, the applicant will purchase a benefit unit for each water service desired, and sign the standard Application for Water Service and Water Users' Agreement for an indefinite period.

3. Before installing a service extension and providing water available for use, the Board may require the applicant to pipe their premise and be in readiness to accept service.

Service is for Sole Use of the Consumer:

A standard water service connection is for the sole use of the applicant or the consumer, and does not permit the extension of pipes to transfer water from one property to another, nor to share, resell, or sub-meter water to any other consumer. If an emergency or specific situation should make such an arrangement advisable, it shall be done only on specific written permission of the Board of Directors for the duration of the emergency.

Agreements with Governmental and Public Bodies:

The District, through its Board of Directors, may make specific water service contracts with governmental units, school districts, municipal corporations, multiple housing facilities including mobile home and trailer courts servicing residential users, and other commercial users. These commercial users will not include farms with family-size operations. Such commercial users will pay a hook-up charge, which shall be the cost of an increase in the capacity of a system to serve such users. Such commercial users will pay a special commercial rate for water used. This water rate will be based on the cost of the production of water and may differ from the water rate charged to regular water users. Such contracts must receive the consent of the State Director of the Farm Service Agency.

Right of Access:

Representatives of the District shall have the right at all reasonable hours to enter upon consumers' premises to test control valves, inspect piping, and to perform other duties for the proper maintenance and operation of service, or to remove its service equipment and shut off water upon discontinuance of service by consumers.

Continuity of Service:

The District will make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have

the right to interrupt service for the purpose of making repairs, connections, extension, 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 service caused by storms, strikes, floods, or other causes beyond its control.

### **CONTROL EQUIPMENT**

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

#### Meters or Flow Control Accuracy:

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

#### Meter or Flow Control Valve Locations:

Meter or flow control valves will be set in meter wells at or near the user's property line. Float valves when used will be installed at the consumer's storage facility. Meters shall be set in an accessible place outside of buildings except where otherwise directed by the District. All meters shall be set horizontally and never connected into a vertical pipe. Meters set outside of a building shall be placed in a meter box furnished and installed by the District.

#### Bills:

The District will read water meters and will prepare bills to be provided to water users around the 1<sup>st</sup> of every month. Bills will be paid directly to the bank designated on the bill so that the bank receives the payment by the 5<sup>th</sup> of the each month. Constant flow users will pay their fixed payment by the same date. Bills not paid by the 16<sup>th</sup> of each month shall be subject to a \$10.00 late payment fee.

Reconnection Charges:

The reconnection charge for restoration of service, if reconnection is authorized and approved under the provisions of the By-laws of the District after each suspension of service because of delinquent payment or for other infraction of these Rules, shall be the unpaid amount charged to date against the consumer's benefit unit, plus six percent (6%) interest, and a sum to cover the reasonable cost of labor necessary to make such reconnection.

Requested Meter or Control Valve Tests:

Meter or control valve tests requested by consumers will be performed without cost to the consumer if the meter or valve is found to be in excess of ten percent (10%) slow for valves or in excess of two percent (2%) fast. Otherwise the consumer for whom the requested test was made will be charged for the cost of making the test.

Consumer's Responsibility:

The consumer shall be responsible for any damage to service equipment installed by the District for their service on account of any cause other than normal wear and tear.

Change of Occupancy:

It shall be the consumer's responsibility to anticipate changes of occupancy and to have their benefit unit and additional water supply unit(s) transferred to the new consumer as prescribed in the By-laws. Until the benefit unit is formally transferred, the original holder shall be responsible for payment for service. All charges levied against a benefit unit must be paid before the benefit unit can be transferred or service resumed where there has been a suspension.

Main Extensions:

1. In extending a water main to serve an applicant, the Board may, at its discretion, exercise one of the following options:

(a) If the cost of the extension is less than the average cost of the entire system to each member, and sufficient

construction funds are available, the Board may elect to make the extension upon the applicant's purchase of a benefit unit.

(b) If the cost of the extension is greater than the average cost of the entire system to each member, but funds are available to the extent of such average cost, the Board may elect to contribute to the extension in the amount of such average cost and require the applicant to deposit in cash the additional cost in addition to the price of a benefit unit. As additional consumers are connected to the extension, and as funds become available, all or part of the original consumer's deposit may be returned to them. Any portion of the original deposit remaining after the expiration of a five-year period will become the property of the District. In no case will interest be paid on such deposit.

(c) In the event that the District does not have funds available to pay for construction in the amount of the average costs per member of the entire system, it may require as a condition of extending service, that the applicant deposit in addition to the price of a benefit unit, an amount which may equal the entire cost of the extension. In such an event, the Board may, as funds become available, return to the consumer that portion of their deposit equal to the average cost of the system per member. Any portion of the original deposit remaining after the expiration of a five-year period will become the property of the District. No interest will be paid on such deposit.

#### Services:

The District will install and pay for all water services piped (except for private fire protection) from its mains to the meter on pressure lines and to the float valve at the owner's reservoir for constant flow lines. The service line for meters shall not be less than 3/4 inch in size. The District will also install and pay for the District dock, meter, meter setting for pressure lines and will pay for the flow control valve, strainer, float valve and insulated valve box on constant flow lines. The meter or constant flow valves will be set in front of the premises to be served or at the closest point on the consumer's premises designated by the District.

#### Cost of Benefit Units for Demand System:

The current cost of a Benefit Unit is the great of \$6000.00 or the cost of installing the meter. This cost may be adjusted by the Board of Directors at any regular or annual meeting.

#### Applicants Having Excessive Requirements:

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

Connection with a Private Water System:

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



## **BYLAWS**

### **Article 1 Name and Place of Business**

Section 1. The name of this corporation shall be Rural Water District No. 10, 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 purposes and objectives of this District are as follows:

- (a) To acquire water and water rights and to build and acquire pipe lines and other facilities, and to operate the same for the purpose of furnishing water for domestic, garden, livestock and other purposes to owners and occupants of land located within the District, and others as authorized by these Bylaws.
- (b) To borrow money and accept grant funds for the purposes aforesaid and in connection therewith to execute evidence of indebtedness, security instruments and appropriate covenants and agreements.
- (c) To hold such real and personal property as may come into its possession by will, gift, purchase, or otherwise, as authorized by law, and to acquire and dispose of such real and personal property, including 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.
- (d) To establish rates and impose charges for water furnished to participating members and others.
- (e) To enter into contracts for the purpose of accomplishing the purposes of the District with any person or governmental agency.
- (f) To cooperate with any person or with any governmental agency in any undertaking designed to further the purposes of the District.

(g) To do and perform any and all acts necessary or desirable for the accomplishment of the purposes of the District which may lawfully be done by such District under the laws of the State of Kansas.

#### **Article 4 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 they have 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 located on 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 they may have subscribed; provided, all owners of land located within the District shall be eligible to vote at meetings of landowners until ninety (90) days after a declaration of availability of Benefit Units and unit fees has been entered by the Board in its minutes. There shall be no proxy voting, and no dual ownership of Benefit Units, for voting purposes.

#### **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, at 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 given 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 to other water users in that locality or be uneconomical, unfeasible and would place an undue burden on the District. Any landowner who feels themselves 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 3/4ths of all participating members (or landowners at meetings where 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 of 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 they intend to utilize said Benefit Units and no major change in location shall be made without the approval of the Board. Benefit Unit 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 for Benefit Units shall be considered donations to the District and shall not be refunded to subscribers, provided that the Board may authorize the refund of all or a part of each consideration, if through no fault of the subscriber, the District is unable to supply water to the unit.

Section 4. Benefits 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 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 out-buildings.

Section 6. Failure to pay the monthly meter charge or failure to pay for water used through a meter shall constitute a forfeiture of the Benefit Unit associated with the failure; provided that such Benefit Unit can be reinstated, if within three months after such failure, all back charges are paid in full plus \$10.00 per month and reasonable labor charges necessary to effect such reconnection; provided further, that the Board may permit such reinstatement within six months after such failure upon payment of all back charges plus \$10.00 per month and reasonable labor charges necessary to effect such reconnection.

Section 7. Water service may be terminated 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, the Board shall notify the water subscriber and Benefit Unit holder, by first class mail, if different from the subscriber, 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.

## **Article 7 Election of Directors**

Section 1. The Board of this District shall consist of five (5) members, all of whom shall be participating members of the District; provided, however, that the original Board shall consist of owners of land located in the District. The Directors elected at the time of the incorporation of the District shall be elected for staggered terms of one, two and three years, and shall serve until the expiration of the term for which they were elected as shown in the minutes of the original meeting of the landowners, and until their successors are elected and have qualified. At each annual meeting of the participating members, the participating members shall elect for a term of three years the number of Directors whose terms of office have expired.

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 their successor unless sooner removed by death, resignation or for cause. The office of the Secretary and Treasurer may be held by one person.

Section 3. Any vacancy in the Board, other than from the expiration of a term of office, shall be filled by appointment by the remaining members of the Board. The disqualification of a Director as a participating member of the District or failure of any original Director to become a participating member within 30 days after subscription to Benefit Units are made available through action of the Board, shall operate to disqualify themselves as a Director and to create a vacancy in the office of the 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 a vote of not less than 3/4ths 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 against them at least 10 days before such meeting, whether regular or special, and at the meeting shall have an opportunity to present witnesses and be heard in person in answer thereto. Officers of the Board may be removed for cause by vote of three (3) 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 revenue bonds, and other negotiable and transferable instruments, and to apply for and expend grant funds obtained from the Federal or State Governments or any agency thereof, mortgages, 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 them, including 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, charged with the responsibility for the custody of any funds of the District to give adequate bond, the cost thereof to be paid by the District, and it shall be mandatory upon the Directors to so require.

(f) To select one or more banks to act as depositories of the funds of the District and to determine the manner of receiving, depositing and disbursing funds of the District in the form of checks, and the person by whom the same shall be signed on behalf of the Chairman, with the power to change such bank or person signing such checks and the form thereof at will.

(g) To prepare annually an estimated budget for the coming year, to adjust water rates, if necessary, to produce sufficient revenue required by such budget, to cause an annual audit of the District records and accounts to be made by a licensed municipal public accountant or a competent certified public accountant, and to make a report on said matters at each annual meeting of participating members.

## **Article 9 Powers and Duties of Manager**

Section 1. The Board may employ for the District a manager, who shall have charge of the business of the Association 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. The manager shall also, so far as is practical, a) conduct the business in such a way that all patrons receive equal service and treatment, b) deposit in a bank selected by the Board, all money belonging to the District which comes

into their possession, c) maintain records and accounts in such a manner that the true and correct condition of the business may be ascertained therefrom at any time, d) furnish the Board a current statement of the business and affairs of the District at each schedule meeting of the Board and at the end of each fiscal year and at such other times and such forms as the Board may direct, e) carefully preserve and turn over to their successor all books, records, documents, and correspondence pertaining to the business of the District which may come into their possession, and f) to perform such other duties as may be prescribed by the Board.

## **Article 10 Duties and Officers**

Section 1. Chairman. The Chairman, who shall be a member of the Board, shall preside over all meetings of the District and the Board, call special meetings of the District and the Board, perform all acts and duties usually performed by an executive and presiding officer, and shall sign all Benefit Unit Certificates and such other papers of the District as they may authorize any person to sign checks, on behalf of the District, provided that all checks must be countersigned by the Treasurer. 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. They shall serve, or cause to be served, all notices required to be served by law or the Bylaws of the District; and in case of their 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 District, shall deposit the same in some bank designated by the Board as a depository, and shall pay the amounts, or cause them to be paid out of the depository only on the checks of the Chairman, or someone authorized to sign on the Chairman's behalf, countersigned by the Treasurer. At each annual meeting of the District, the treasurer shall submit for the information of the participating members a complete

statement of their account for the past year and they shall discharge such other duties pertaining to their office as shall be prescribed by the Board, and shall give a good and sufficient bond in such amount as may be fixed by the Board.

#### **Article 11 Books and Records**

Section 1. The books and records of the District, and such papers as may be filed 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, at 7:00 P.M. on the last Monday in February.

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

Section 3. Notice of meetings of participating 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 10 days prior to the meeting. Such notice shall state 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 and Committees;



- (e) Election of Directors;
- (f) Unfinished Business;
- (g) New Business;
- (h) Adjournment.

### **Article 13 Board Meetings**

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

### **Article 14 Manner of Election and 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, consisting of a circle having in its circumference and face the words, "Rural Water District No. 10, 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 Amendment**

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

#### **Article 18 Basis of Operation**

Section 1. The District shall at all times be 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 pipe line or lines from the source of the water supply, and lines from the main distribution pipe line 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. The water delivered to each participating member shall be metered.

Section 3. In the event the total water supply shall be insufficient to meet all of the needs of the members and users, or in 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 shall be insufficient to meet all of the needs of all of the participating members for domestic, livestock, garden and other purposes, and the District must first satisfy all the needs of the participating members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all the participating members for domestic and livestock purposes before supplying water for gardens or other purposes.

### **Article 20 Printing**

Section 1. A copy of these Bylaws and all amendments shall be delivered to each participating member.

### **AMENDMENTS**

- October 16, 1974:** Original Bylaws adopted  
**September 6, 1977:** Rules and Regulations adopted  
**February 24, 1997:** Bylaws: Article 6, Sections 3, 6, and 7 changed  
**February 25, 2013:** 1. Changes to Rules and Regulations: Updated Billing Process and the Cost of Benefit Unit. 2. Changed Farmers Home Administration to Farm Service Agency. 3. Updated references to be non-gender specific. 4. Replaced the Affidavit with Amendments.