

**WATER SERVICE AGREEMENT
FOR USERS LOCATED OUTSIDE THE CITY LIMITS OF THE
CITY OF SPIRIT LAKE, IOWA**

It is hereby agreed by and between the City of Spirit Lake, Iowa, an Iowa Municipal Corporation, hereinafter referred to as the "City", and each person who executes this agreement and who thereby, receives municipal water service to their property, which persons shall hereinafter be referred to as "User" or collectively referred to as "Users", as follows:

1. **BASIS OF AGREEMENT** The following facts and circumstances comprise the background and basis for the agreement hereinafter set forth.
 - a. The City has water mains located inside or outside the corporate limits of the City of Spirit Lake which will adequately serve the adjoining property.
 - b. At an official meeting of the City Council on August 28, 1990, the Council adopted a Resolution (Resolution No. 90-33) to the effect that the City of Spirit Lake is allowed to provide water service to all property owners adjacent to existing water mains located outside the City Limits of the City of Spirit Lake and Orleans pursuant to a Water Service Agreement to be entered into by and between the City and each water user.
 - c. The City desires to enter into an agreement with Users relating to the terms and conditions under which the City will provide water to the property and to assure the property owner that the City will not terminate water service until another public water supply is immediately available to the property owner.
2. **MUNICIPAL WATER SERVICE** The City, upon acceptance of this agreement by the City and its approval by the City Council, shall provide municipal water service to the Users who sign this agreement subject to the conditions contained herein. The water provided shall be of the same minimum standards as is the water furnished the residents of the City of Spirit Lake, Iowa.
3. **CONDITIONS OF WATER USAGE** In consideration of the City providing water service to Users, User hereby agrees to accept the following conditions:
 - a. Each User will pay to the City the charge imposed by the City of Spirit Lake for municipal water usage computed and billed in the manner, method and at the rate as determined by the existing ordinance of the City or by any subsequent ordinance of the City.
 - b. In the event payment for water services is not made by any User, the City may take any action permitted under ordinances of the City or applicable state laws or regulations to enforce collection of water charges or to terminate service.
 - c. All ordinances and rules and regulations of the City now existing or hereinafter adopted applicable to municipal water Users within the corporate limits shall be applicable to Users receiving water service pursuant to this agreement except as otherwise specifically provided herein.
 - d. Users hereby relinquish any right, title or interest in and to any water main adjacent to their property and the City of Spirit Lake agrees to provide repair and maintenance to the water main located outside the city limits of the City of Spirit Lake.

- e. Nothing in this agreement shall obligate any User to continue to receive municipal water service from the City, and any User may terminate municipal water service in the same manner as any municipal water User within the corporate limits of the City.
 - f. The User may connect to the existing City water main a water service line and may not without prior consent of the City, connect a water main for purpose of serving additional properties.
 - g. User agrees to voluntary annexation of User's property served by this Agreement into the City of Spirit Lake at such time as the City takes action to annex the adjoining property. User will not resist City efforts for annexation and will sign Annexation Agreement when presented. This Agreement is terminated upon Annexation and User will be subject to the same Ordinances as other City residents.
4. **TERMINATION OF SERVICE** The City agrees not to terminate municipal water service to the Users unless mutually agreed upon by and between the City and the Users and the public water supply is available to the Users.
 5. **EFFECTIVE DATE** This agreement shall become effective between the City and each User who executes this agreement upon approval by the Spirit Lake City Council.
 6. **NOTICE OF AGREEMENT** The Users hereby authorize the City of Spirit Lake to prepare a document giving the public notice of this agreement and file it in the office of the Dickinson County Recorder.
 7. **MISCELLANEOUS** This agreement shall be binding and effective as to the heirs, assigns, or successors of interest to the parties hereto.

This agreement is executed by the City, upon full and legal authority granted by the Spirit Lake City Council on this _____ day of _____.

The agreement is executed and accepted by each of the Users by their signature hereon by the date indicated.

CITY OF SPIRIT LAKE

BY _____
Mayor

ATTEST:

City Clerk

BY _____
User

DATE: _____

Description of Property Served:

