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Travis L. Thompson
tltp@idahowaters.com

August 22, 2005

VIA EMAIL: roger.warner@idwr.idaho.gov

Mr. Roger Warner
Idaho Department of Water Resources
900 N. Skyline Dr., Suite A
Idaho Falls, Idaho 83402

Re: Falls Water Company, Inc. Application for Permit No. 25-14114

Dear Mr. Warner:

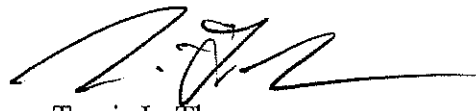
Please find enclosed the following documents to be filed in the above referenced proceeding:

- 1) Stipulation to Resolve Protest
- 2) Exhibit A – Water Right Protest / Future Applications for Permit Agreement

Please send me a conformed copy of the first page of the stipulation (an electronic version by email would be fine). Please contact me at 733-0700 if you have any questions. Thank you for your attention to this matter.

Sincerely,

BARKER ROSHOLT & SIMPSON LLP



Travis L. Thompson

cc: Kent Foster
Matt Howard / Gail McGarry
Ted Diehl, NSCC
Vince Alberdi, TFCC

Kent W. Foster, ISB #1198
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
P.O. Box 50130
1000 Riverwalk Dr., Ste. 200
Idaho Falls, Idaho 83405
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

Attorneys for Applicant,
Falls Water Company, Inc.

John K. Simpson, ISB #4242
Travis L. Thompson, ISB #6168
Barker Rosholt & Simpson LLP
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Twin Falls, Idaho 83303-485
Telephone: (208) 733-0700
Facsimile: (208) 735-2444

Attorneys for Twin Falls Canal
Company and North Side Canal
Company, Protestants

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF APPLICATION FOR
PERMIT NO. 25-14114
(in the name of Falls Water Company, Inc.)

STIPULATION TO RESOLVE PROTEST

Falls Water Company, Inc. ("Falls Water"), by and through its attorneys of record, Holden, Kidwell, Hahn & Crapo, P.L.L.C., and Twin Falls Canal Company and North Side Canal Company (hereinafter "Canal Companies"), by and through their attorneys of record, Barker Rosholt and Simpson LLP, hereby jointly file this Stipulation to resolve the protest in the above captioned matter. The reasons for this Stipulation are set forth as follows:

Falls Water filed application for permit number 25-14114 on August 26, 2004 and was later amended on March 15, 2005. The applicant seeks by such application to divert 9.56 CFS of ground water for municipal purposes to provide water to connections within its service area in Bonneville County, Idaho. Falls Water's application seeks a diversion of ground water from the Eastern Snake Plain Aquifer ("ESPA") to increase its pressure rate throughout its system during peak water demand periods and an additional 0.92 cfs for "in-house" culinary use associated with

an additional 500 homes. The Canal Companies protested the original application on October 25, 2004.

Counsel for Falls Water and the Canal Companies have resolved the protest on the basis of this stipulation as well as a separate agreement signed on August 6th, 2005. See Exhibit A. The agreement acknowledges certain commitments and mitigation requirements to be undertaken by Falls Water. As part of those commitments, Falls Water has agreed that this application for permit will only seek an increase in diversion rate, not total volume, for its water system. The agreement expressly recognizes this stipulation and the following conditions to be included on Falls Water's water right permit.

The Canal Companies and the Applicant hereby agree that the following conditions shall be included on the water right permit (and license) in order to resolve the Canal Companies' outstanding protest:

1. Diversion and use of water under this right, in conjunction with water right nos. 25-7148, 25-7191, 25-7418, 25-14035, and 25-14055 is limited to a total annual volume of 3,716 acre-feet.
2. Prior to the diversion and use of water under this right, the right holder shall install and maintain an acceptable measuring device(s), including data logger(s), at the authorized point(s) of diversion and in accordance with Department specifications.

Falls Water and the Canal Companies specifically request the inclusion of the above conditions on the water right permit and license. If the Department includes the conditions referenced herein on the permit to be granted to Falls Water under application numbers 25-14114, then it may consider this Stipulation as a withdrawal of the Canal Companies' protests.

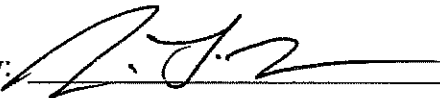
DATED this 22nd day of August, 2005.

HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

By: 

Kent W. Foster
Attorneys for Falls Water Company, Inc.

BARKER ROSHOLT & SIMPSON LLP

By: 

Travis L. Thompson
Attorneys for Twin Falls Canal Company and
North Side Canal Company

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of August, 2005, I served a true and correct copy to the foregoing *Stipulation to Resolve Protest*, by ^{email} ~~depositing the same in the United States mail,~~ ~~postage prepaid~~, addressed to the following:

ATTORNEYS OR INDIVIDUALS SERVED:

IDWR
Eastern Regional Office
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718

Kent W. Foster
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
P.O. Box 50130
Idaho Falls, Idaho 83405

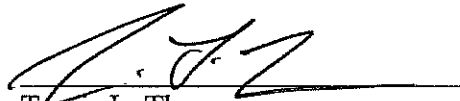

Travis L. Thompson

EXHIBIT “A”

WATER RIGHT PROTEST / FUTURE APPLICATIONS FOR PERMIT AGREEMENT

THIS WATER RIGHT PROTEST / FUTURE APPLICATIONS FOR PERMIT AGREEMENT ("Agreement") is made by and between FALLS WATER COMPANY, INC. (hereinafter referred to as "Falls Water"), an Idaho corporation, TWIN FALLS CANAL COMPANY ("TFCC"), an Idaho non-profit corporation, and NORTH SIDE CANAL COMPANY ("NSCC"), an Idaho non-profit corporation (TFCC and NSCC shall hereinafter be collectively referred to as the "Canal Companies"). Falls Water and the Canal Companies may be referred to hereinafter as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Falls Water is a water company regulated by the Idaho Public Utilities Commission and holds various ground water rights to serve its customers within its service area generally located east of Idaho Falls, Idaho; and

WHEREAS, Falls Water's current water rights authorize a diversion rate of 7.81 cfs and a total volume of 3,716 acre-feet per year; and

WHEREAS, due to system constraints (i.e. the size and location of wells and the lack of above ground storage facilities), Falls Water has never pumped their authorized volume in any given year; and

WHEREAS, Falls Water's service area has witnessed increased growth and demand over the last few years, particularly peak demand in the summer; and

WHEREAS, Falls Water needs an increased diversion rate and well capacity to serve its peak demand in the summer; and

WHEREAS, Falls Water filed an application for permit (25-14114) on August 26, 2004, which was later amended on March 15, 2005, primarily to increase its diversion rate capacity and service peak summer demand; and

WHEREAS, through the application Falls Water seeks to appropriate 9.56 cfs of groundwater for municipal purposes for use within its service area; and

WHEREAS, the Canal Companies protested the application for various reasons, including the fact the application seeks to appropriate groundwater from the Eastern Snake Plain Aquifer ("ESPA") for consumptive use purposes (i.e. irrigation of lawns and other areas); and

WHEREAS, Falls Water and the Canal Companies have met and discussed the application and protest on several occasions and have resolved their differences through this agreement.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Conditions on Water Right No. 25-14414. As set forth in the *Stipulation to Withdraw Protest* signed by the Parties on August __, 2005, Falls Water agrees to have those stated conditions included on water right permit no. 25-14114, among other that may be imposed by the Idaho Department of Water Resources (Department), and will comply with those conditions, including the annual pumping volume restriction of 3,716 acre-feet.

2. Connections Served by Water Right No. 25-14114. Falls Water agrees that water right no. 25-14114 may be used to serve an additional five hundred (500) residential connections, beyond its existing connections as of August 26, 2004, for domestic "in-house" purposes as well as incidental irrigation of lawns, gardens, trees, shrubs, and other residential landscaping. Falls Water agrees that it will not provide water for irrigation of large projects such as parks, golf courses, or sports activities fields.

3. Future Water Right Applications / Additional Connections. Falls Water agrees to mitigate for the consumptive use component of any water right applications that it may file in the future for "municipal", "domestic", or other purposes that include consumptive uses. For purposes of mitigating the consumptive use component of a future application for permit, such as irrigation of residential lawns, parks, and common areas, Falls Water agrees to either: 1) acquire and either "retire" or "transfer" an existing consumptive use ground water right; or 2) require the new connections to install a secondary irrigation system to utilize appurtenant surface water rights or utilize surface water rights that can be made appurtenant to the property.

4. Withdrawal of Protest / Agreement for Future Protests. The Canal Companies agree to withdraw the protest that was filed against Falls Water's application for permit no. 25-14114, consistent with the terms of the *Stipulation to Withdraw Protest*. In addition, provided Falls Water's future applications for permit are completely mitigated as set forth in Paragraph 3 above, or only seek water for "in-house" domestic use with no associated consumptive use component such as irrigation, the Canal Companies agree not to protest such applications for permit.

5. Bonneville County Surface Water Ordinance. Falls Water agrees to actively seek a new county ordinance for Bonneville County that would require new subdivisions to acquire or use existing appurtenant surface water rights for irrigation purposes. Falls Water agrees to formally propose an ordinance similar to the ordinances passed by the City of Meridian and the City of Twin Falls (*See Exhibit A*) to the Bonneville Board of County Commissioners sometime within the next twelve (12) months.

6. Non-Waiver of Bases for Protest. The parties agree that by entering into this Agreement, the Canal Companies do not waive any of the bases for their protest of Falls Water's application for permit no. 25-14114, as may be applied to protest other similar applications for permit filed by other entities or persons.

7. Incorporation of Prior Agreements. This Agreement contains the entire understanding of Falls Water and the Canal Companies with respect to the subject matter hereof, and no prior written or oral agreement or understanding shall be effective for any purpose.

8. Modification. No modification, release, discharge, change, or waiver of any provision hereof shall be of any force, effect, or value unless it is in writing and signed by both parties to this Agreement.

9. Notices. All notices, demands, and requests which may or are required to be given by either party to the other shall be in writing and shall be personally served on the designated party, delivered by courier, sent by facsimile transmission (if sent by facsimile transmission a duplicate copy shall be sent by prepaid first class mail), United States certified or registered mail, postage prepaid, return receipt requested, or by email addressed to the parties as follows, unless a party hereto otherwise designates a different notice address or recipient in writing:

If to Falls Water, separately to:

Scott Bruce at: Falls Water Company, Inc.
1770 Sabin Dr.
Idaho Falls, Idaho 8340
Telephone: (208) 522-1300
Facsimile No.: (208) 522-4099
Email: scott@fallswater.com

and

Kent W. Foster at: Holden, Kidwell, Hahn & Crapo. P.L.L.C.
1000 Riverwalk Drive, Suite 200
P.O. Box 50130
Idaho Falls, Idaho 83405
Telephone: (208) 523-0620
Facsimile No.: (208) 523-9518
Email: kfoster@holdenlegal.com

If to Canal Companies, separately to:

Vince Alberdi at: Twin Falls Canal Company
357 6th Ave. West
P.O. Box 326
Twin Falls, Idaho 83303-0326
Telephone: (208) 733-6731
Facsimile No.: (208) 733-1958
Email: valberdi@tfcanal.com

and

and

4

any persons who are not a party hereto. Falls Water and the Canal Companies specifically disclaim any intent to bestow any enforceable benefit upon any third parties as against the parties hereto. Any benefit accruing to any such third party as the result of the execution of this Agreement is merely coincidental and no such third party may rely on receiving such benefit.

15. Severability. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any party or circumstance, shall be held to be illegal, invalid, or unenforceable, in whole or in part for any reason, the remaining terms, provisions, covenants, and conditions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal, invalid, or unenforceable portion eliminated, so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of this Agreement and the deletion of such portion of this Agreement will not substantially impair the respective benefits or expectations of the parties to this Agreement.

16. Breach of Agreement by Falls Water. The failure of Falls Water to perform as required under the terms, covenants and conditions of this Agreement, or any material misrepresentation by Falls Water shall constitute a breach of this Agreement and in the event of any such breach, the Canal Companies shall have a cause of action or causes of action against Falls Water for all remedies available under the laws of the state of Idaho, at common law, and in equity.

17. Breach of Agreement by the Canal Companies. The failure of the Canal Companies to perform as required under the terms, covenants and conditions of this Agreement, or any material misrepresentation by the Canal Companies shall constitute a breach of this Agreement and in the event of any such breach, Falls Water shall have a cause of action or causes of action against the Canal Companies for all remedies available under the laws of the state of Idaho, at common law, and in equity.

18. Rights Cumulative. Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.

19. Time of Essence. Time is expressly declared to be of the essence this Agreement.

20. Headings. Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

21. Facsimile Signatures. The parties agree that any facsimile signatures attached to this Agreement shall be valid and binding as an original signature.

22. Attorney's Fees. If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

23. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Idaho.

24. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

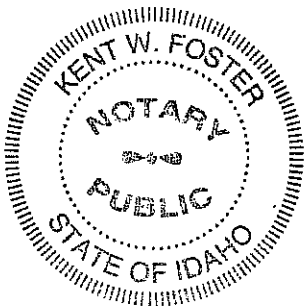
FALLS WATER COMPANY, INC.

By KS Scott Bruce
Scott Bruce, Manager

STATE OF IDAHO)
) ss.
County of BONNEVILLE)

On the 16TH day of AUGUST 2005, before me, the undersigned Notary Public in and for said state, personally appeared SCOTT BRUCE, known or identified to me to be the Manager of Falls Water Company, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this first above written.



Kent W. Foster
Notary Public
Residing at IDAHO FALLS
My commission expires: 11/20/2010

TWIN FALLS CANAL COMPANY

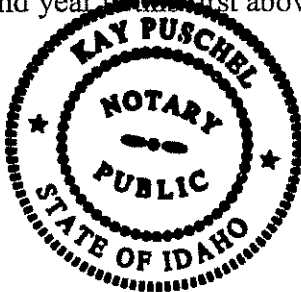
By *Dan Shewmaker*
Dan Shewmaker, Chairman Board of Directors

Attest: *Phil Blick*
Phil Blick, Vice-President

STATE OF IDAHO)
) ss.
County of *Twin Falls*)

On this *11* day of *August* 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared DAN SHEWMAKER, known or identified to me to be the Chairman of the Board of Directors for the Twin Falls Canal Company, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the first above written.

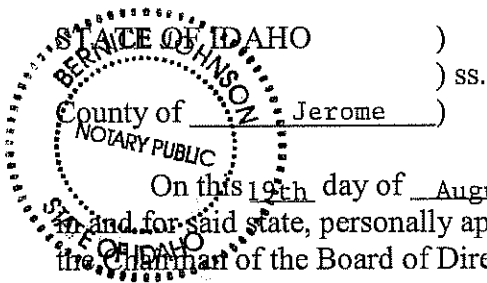


Kay Puschel
Notary Public
Residing at *Twin Falls*
My commission expires: *4-28-06*

NORTH SIDE CANAL COMPANY

By Dick Marshall
Dick Marshall, Chairman Board of Directors

Attest: Ted Diehl
Ted Diehl, Secretary



On this 19th day of August 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared DICK MARSHALL, known or identified to me to be the Chairman of the Board of Directors for the North Side Canal Company, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this first above written.

Bernard J. Hanson
Notary Public
Residing at Jerome, Idaho
My commission expires: 7-16-09

EXHIBIT “A”

ORDINANCE NO. 2607

Twin Falls County, Idaho
Recorded for:
CITY OF TWIN FALLS
01:42pm May 14, 1999
1999-009245
No. of Pages: 2 Fee: \$6.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: BN

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, ADOPTING A POLICY PROHIBITING THE USE OF THE POTABLE WATER SUPPLY AS THE PRIMARY SOURCE OF IRRIGATION WATER IN ALL NEW DEVELOPMENTS; AMENDING TWIN FALLS CITY CODE §7-8-3(F) TO PROHIBIT DEVELOPMENT OR USE OF THE CITY'S POTABLE WATER SUPPLY AS THE PRIMARY SOURCE OF IRRIGATION WATER IN ALL NEW DEVELOPMENTS; AMENDING TWIN FALLS CITY CODE §7-8-4 BY THE ADOPTION OF A NEW SUBSECTION (E) PROHIBITING THE DEVELOPMENT OR USE OF THE CITY'S POTABLE WATER SUPPLY AS THE PRIMARY SOURCE OF IRRIGATION WATER IN ALL NEW DEVELOPMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Twin Falls has conducted a study of existing and future demands on the City's water supply system; and,

WHEREAS, At times during the summer irrigation season demand on the city's water supply exceeds the water available; and,

WHEREAS, The City will be unable to develop enough water supply to meet projected demands if the potable water supply continues to be used for irrigation purposes in new developments; and,

WHEREAS, The Twin Falls Water Planning Committee has recommended the use of non-potable water for irrigation in new developments, to be installed at the same time as other utilities.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

Section 1: That the City of Twin Falls hereby adopts a policy prohibiting the use of the city's potable water supply as the primary source of irrigation water in all new developments. For purposes of this ordinance, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD.

Section 2: That Twin Falls City Code § 7-8-3(F) be amended as follows:

"7-8-3: USE OF PUBLIC OR PRIVATE WATER SUPPLY REQUIRED:

(F) ~~A private water supply may be utilized for the holding of fish for processing.~~ Notwithstanding the foregoing, the use of the city's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of

this ordinance, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD."

Section 3: That Twin Falls City Code § 7-8-4 be amended by the addition of a new subsection (E) as follows:

"7-8-4: CONNECTION TO PUBLIC WATER LINE, PROCEDURE:

(E) Notwithstanding the foregoing, the use of the city's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this ordinance, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD."

Section 4: That the Development Standards Committee and city staff prepare development standards for a secondary water system within thirty (30) days of the effective date of this ordinance.

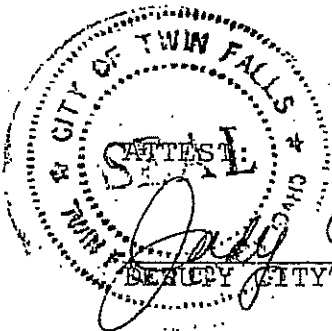
Section 5: That this ordinance be effective upon passage and publication.

PASSED BY THE CITY COUNCIL

April 26 , 1999

SIGNED BY THE MAYOR

April 27 , 1999



Gale Kleinkopf
MAYOR GALE KLEINKOPF

PUBLISH: Tuesday, May 4, 1999

ORDINANCE 2607 - 2

6/2/05

TITLE 11 UNIFIED DEVELOPMENT CODE**Chapter 1 – General Regulations**

Article A – Definitions

Article B – Nonconforming Property, Use or Structure

Chapter 2 – District Regulations

Article A. Residential Districts

Article B. Commercial Districts

Article C. Industrial Districts

Article D. Traditional Neighborhood Districts

Chapter 3 – Regulations Applying to All Districts

Article A. Standard Regulations in All Districts

ACCUMULATION OF JUNK

BIKEWAYS

CLEAR VISION TRIANGLE

DITCHES, LATERALS, CANALS OR DRAINAGE COURSES

FENCES

MULTIUSE AND MICRO PATHWAYS

NATURAL FEATURES

NOXIOUS USE

OUTDOOR LIGHTING

OUTDOOR SERVICE AND EQUIPMENT AREAS

OUTDOOR SPEAKER SYSTEMS

OUTDOOR STORAGE

PRESSURIZED IRRIGATION SYSTEMS

PUBLIC UTILITIES

PUBLIC WATER SUPPLY AND SEWER SYSTEMS

SELF-SERVICE USES

SIDEWALKS AND PARKWAYS

STORM DRAINAGE

STRUCTURES SUBJECT TO DESIGN STANDARDS

TRAVELING SLEEPING QUARTERS

UTILITIES

Article B. Landscaping Requirements

Article C. Off-street Parking and Loading Requirements

Article D. Sign Requirements

Article E. Temporary Use Requirements

Article F. Private Street Requirements

Article G. Common Open Space and Site Amenity Requirements

Chapter 4 – Specific Use Standards

ANIMAL CARE FACILITY

ARTS, ENTERTAINMENT AND RECREATION FACILITY, INDOOR AND OUTDOORS

ARTIST STUDIO

BUILDING MATERIAL, GARDEN EQUIPMENT AND SUPPLIES

CEMETERY

CHURCH OR PLACE OF RELIGIOUS WORSHIP

CIVIC, SOCIAL AND FRATERNAL ORGANIZATIONS

CONTRACTOR'S YARD

DAY CARE FACILITY

6/2/05

are fully contained and out of view from adjacent properties and public streets.

11-3A-15: PRESSURIZED IRRIGATION SYSTEMS:

- A. System installation required: In each development, the applicant shall provide underground, pressurized irrigation water. For subdivisions, each and every lot within the subdivision shall have underground pressurized irrigation water in compliance with Title 9, Chapter 1 water use and service. The pressurized irrigation system shall be constructed and installed at the same time as the domestic water lines, but it shall not necessarily be in the same trenches.
- B. Cross-connections: All cross-connections between the domestic water lines and the irrigation water lines shall be in accord with the City's adopted standards, specifications and ordinances.
- C. Waiver of requirements: The requirements for pressurized irrigation may be waived upon proof that any particular property does not have water rights in an existing irrigation district. The City's domestic water system shall be the last option for providing irrigation water to a proposed subdivision.
- D. If any property does not have water rights from an existing irrigation district, the applicant shall pay well development fees as determined by the City.

11-3A-16: SELF-SERVICE USES: Any unattended, self-service uses, including but not limited to, laundromats, automatic teller machines (ATMs), vehicle washing facilities, fuel sales facilities, and storage facilities, shall comply with the following requirements. The Meridian Police Chief or designee may approve alternative standards where it is determined that a similar or greater level of security is provided:

- A. Entrance or view of the self-service facility shall be open to the public street or to adjoining businesses and shall have low-impact security lighting.
- B. Financial transaction areas shall be oriented to and visible from an area that receives a high volume of traffic, such as a collector or arterial street.
- C. Landscape shrubbery shall be limited to no more than three feet (3') in height between entrances and financial transaction areas and the public street.

11-3A-17: SIDEWALKS AND PARKWAYS:

- A. All sidewalks shall be a minimum of five feet (5'), except if detached sidewalks are provided on local streets in residential subdivisions, the minimum sidewalk width may be reduced to four feet (4').
- B. Sidewalks shall be designed to flare around mail boxes, utility boxes and

9-1-28: PRESSURIZED IRRIGATION SYSTEM: :

Page 1 of 1

9-1-28: PRESSURIZED IRRIGATION SYSTEM See also subsection 12-5-2N of this Code.30:**A. System Required; Waiver:**

1. In addition to the requirements of this Chapter pertaining to the domestic water system and its use, every residentially zoned lot, parcel or piece of land upon which a residential unit is, or will be, constructed, after the effective date hereof, shall construct, install, or connect to a pressurized irrigation system. In the case of residential subdivision developments, a pressurized irrigation system shall be constructed and installed at the same time as the domestic water lines, but not necessarily in the same trenches. There shall be no cross-connections between the domestic water lines and the irrigation water lines that do not comply with Chapter 3 of this Title.

2. Provided, however, the requirements of this Section may be waived upon proof that any particular lot, parcel or piece of land does not have water rights in an existing irrigation district.

B. Standards: The City Engineer is hereby authorized and directed to establish standards for pressurized irrigation systems and all pressurized irrigation systems shall comply with those standards. (Ord. 516, 10-3-1989)

C. Joint-Use Connection Of Irrigation And City Systems: No subdivision, or building, lot, or parcel of land located within that subdivision, which subdivision, building, lot, or parcel of land, has a common landscape sprinkler irrigation system being supplied landscape irrigation water from a source other than the City's domestic water system, shall be allowed to also connect its landscape sprinkler irrigation system to the City's domestic water system. Provided however, all buildings, lots, or parcels of land, within the subdivision connected to the common landscape sprinkler irrigation system may be allowed one joint-use point of connection to the City's domestic water system which connection shall have an approved backflow prevention device. This joint-use connection shall only be to provide irrigation water during the time when the common landscape irrigation system has no supply of water. The off-on control valve of this joint use connection shall be under the control of the City Waterworks Superintendent. (Ord. 570, 3-3-1992; amd. 1999 Code)