

**AMENDED JANUARY 12, 2006**

**KANE COUNTY WATER CONSERVANCY DISTRICT  
ORDINANCE NO. 0-9-14-2000-1**

**AN ORDINANCE ESTABLISHING AND REGULATING A CULINARY WATER DEPARTMENT; PROVIDING RULES AND REGULATIONS TO ADMINISTER AND PROTECT THE WATER SYSTEM, FIXING PENALTIES AND ALLOWING THE FIXING AND MODIFICATION OF RATES BY RESOLUTION; AND ESTABLISHING RATES UNTIL SO AMENDED.**

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BE IT ORDAINED BY THE ADMINISTRATIVE CONTROL BOARD OF KANE COUNTY WATER CONSRVANCY DISTRICT, KANE COUNTY, STATE OF UTAH:

WHEREAS, Kane County Water Conservancy District, a duly organized and existing special improvement district of Kane County, State of Utah (the "District"), is the owner of a culinary waterworks system for the purpose of furnishing water to the residents within said District under a system of facilities (the "System"), and it is necessary and advisable to adopt an Ordinance for the controlling of the System, including the setting of fees for culinary water services; and

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

**SECTION 1: PURPOSE**

The culinary water system of the District shall be administered, operated and maintained by or under the direction of the Administrative Control Board (the "Board") of the District. This ordinance is adopted for the purpose of providing for the preservation and maintenance of the System as well as an equitable distribution of available water to the subscribers to the System.

**SECTION 2: APPLICATION FOR CULINARY WATER CONNECTION AND SERVICE**

Any person, other than a sub divider or developer seeking multiple connections, who desires or is required to secure a new connection to the Culinary System, shall file with the District for each such connection a written and signed connection application in substantially the following form:

**Kane County Water Conservancy District**  
**Application for Culinary Water Connection and Service**

To Kane County Water Conservancy District:

The undersigned hereby applies (apply) to the Kane County Water Conservancy District (hereinafter the "District") for culinary indoor water service and permission to connect the premises at \_\_\_\_\_ (hereinafter the "Property") to the District water system. The undersigned hereby represent(s) and agree(s) as follows:

1. I am (we are) the record owner(s) of the Property, or are trustees, partners, or other duly authorized representative(s) of the record owner(s) of the Property, and have full power and authority to enter into this Agreement on behalf of the record owner(s) of the Property.
2. I (we) agree to pay all such charges for water service as are fixed from time to time by the governing body of the District until such time as I (we) direct such service to be disconnected.
3. I (we) agree that the District shall install the necessary connection from its water main to a point on or near the Property line and shall install a water meter. The location of water lines, meter and related equipment shall be at the sole discretion of the District.
4. I (we) agree that all work and the cost of extending water lines from the meter to the point of use shall be my (our) responsibility.
5. I (we) agree to pay all impact and connection fees, and all other fees and charges, established by the District in connection with this Agreement and water services hereunder.
6. I (we) agree that the District reserves the right to inspect the culinary water system servicing the Property, both on and outside of the Property, and to require any corrections or improvements, at my (our) expense, necessary to meet the requirements of the District or any other government agency having jurisdiction to regulate the water system of the District.
7. I (we) agree that I (we) and the Property will be bound by all rules, regulations, and ordinances enacted now or hereafter by the District applicable to the District's culinary water system.
8. I (we) represent that the main purpose or use to be made of this water connection is culinary indoor use.

9. I (we) agree that in the event of any failure to timely pay all sums due hereunder, whether for water usage, District financed impact fees and connection fees, or any other fees and charges, or in the event of failure of the undersigned or any occupant of the premises to comply with the rules, regulations and ordinances established by the District, the District shall have the following rights and remedies, all of which may be exercised concurrently or separately at the election of the District, the exercise of one not constituting waiver or any other:
- a. The District may terminate water service to the property fifteen (15) days after mailing of written notice of intent to terminate services. Termination of services shall continue until all delinquencies and all applicable reconnection fees and charges are paid in full and until all other conditions of default have been eliminated.
  - b. The District may declare the entire remaining balance of all sums due hereunder, including all charges for water usage and all unpaid District financed fees and other charges, immediately due and payable and may file with the county recorder a Notice of Lien identifying all such fees and charges. Any lien so filed shall remain on the Property until paid or satisfied, and shall include additional charges for water usage occurring after the filing of such lien if the District elects not to terminate water service. All such fees and charges shall bear interest at the rate of eighteen percent (18%) per annum until paid. The District may enforce this lien by civil action, including recovery of its attorney's fees and costs of court, and including the right of foreclosure and sale of the Property in the event the lien remains unsatisfied for a period of six (6) months.
  - c. The District may certify to the appropriate county authorities all past due water service fees and other amounts for which the undersigned is liable, which fees and amounts will become a lien on the Property on a parity with and collection at the same time and in the same manner as general county taxes that are a lien on the Property.
  - d. The District shall have the right to specifically enforce by civil action compliance with its rules, regulations, and ordinances, including recovery of its attorney's fees and costs of court, whether or not related to a default in the payment of fees and charges.
10. I (we) agree that in the event of sale or other title transfer of the Property, I (we) will pay off the total balanced owed to the District including any outstanding impact fees, connection fees, and water usage fees. If payment is not made prior to closing, I (we) authorize and direct the closing agent to pay all outstanding fees at the time of closing on written confirmation from the District of the amount due.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION 3: APPLICATION FOR WATER CONNECTION BY SUB DIVIDER**

Whenever a sub divider or developer desires or is required to install water connections and extensions for a subdivision or development, the sub divider or developer shall enter into a written agreement specifying the terms and conditions under which the water extensions and connections shall be made and the payments that shall be required, all of which shall be fixed by the District and paid by the applicant.

**SECTION 4: NON-OWNER APPLICANT – AGREEMENT OF OWNER**

Applications for water service made by the tenant of any owner must, in addition to the above requirements, be guaranteed by an agreement signed by the owner of the premises or his duly authorized agent in substantially the following form:

“In consideration of the acceptance of the application for water service submitted by \_\_\_\_\_ (tenant), I (we), as owner(s), will pay for all charges, fees and costs at \_\_\_\_\_ (premises) in case such tenant or occupant shall fail to pay for the same according to the ordinances, rules and regulations or resolutions enacted by the District.”

DATED this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

**SECTION 5: APPLICATIONS FOR CONNECTIONS OUTSIDE OF DISTRICT**

Applications for connections outside the District shall, in addition to the requirements outlined in Section 4, include provisions in substantially the following form:

Applicant agrees to pay all costs and expenses associated with extending water services to Applicant’s property in addition to connection fees, impact fees and any other charges or costs then imposed by the District for connections within the District.

Applicant understands and agrees that in the event of a shortage, deficiency or inadequacy of the water supply of the District, the Board may, in its sole discretion, interrupt or diminish services to users outside of the District.

Applicant acknowledges that based upon the cost of delivering service outside of the District, the Board may, in its discretion, impose a higher user fee for users outside of the District.

**SECTION 6: RATES AND CONNECTION FEES**

The rates, penalty fee for delinquency in payment, connection fee, inspection fee, reconnection fees, and other charges incidental to the connection and services from the District’s culinary water system shall be fixed from time to time by resolution enacted by the Board. The Board may, from time to time, promulgate rules for levying, billing, guaranteeing and collecting charges for culinary water services and all other rules necessary for the management and control of the System. Rates for services furnished shall be uniform with respect to each class or classes of service established or that may hereafter be established. Rates may be established at different levels for premises outside the corporate boundaries of the District.

**SECTION 7: FEES AND SERVICE CHARGES**

Until further Resolution or Order or by any enacted legislation as provided in Section 9, the schedule of connection and user fees shall be as follows:

**Johnson Canyon Area**

- A. Connection Fees
  - 3/4-inch Service - \$1,000.00
  - 1-inch Service - \$1,200.00
  - 1.5-inch Service - \$1,400.00
  - 2.0-inch Service - \$1,600.00
  
- B. Impact Fees
  - 3/4-inch Impact Fee - \$ 4,500.00
  - 1-inch Impact Fee - \$ 6,400.00
  - 1.5-inch Impact Fee - \$11,100.00
  - 2.0-inch Impact Fee - \$26,500.00
  
- C. Water Right Cost or Trade Credit
  - Water Right .8AF - \$2,400.00
  
- D. User Fee Schedule

**Johnson Canyon Area Monthly Water User Fee Schedule**

<u>Residential / Recreational</u>	<u>Cost</u>	<u>Rate Structure</u>
Level #1 – Standby	\$10.00	No Water Usage
Level #2 – Minimum monthly fee/system	35.00	1 - 15,000 gallons
Level #3 – Plus \$1.00 per 1,000 gallons	1.00	15,001 – 25,000 gallons
Level #4 – Plus \$1.25 per 1,000 gallons	1.25	25,001 – 45,000 gallons
Level #5 – Plus \$1.50 per 1,000 gallons	1.50	45,001 and above gallons

**Duck Creek Village Area**

- A. Connection Fees
  - 3/4-inch Service - \$1,500.00
  - 1.0-inch Service - \$1,700.00
  - 1.5-inch Service - \$2,000.00
  - 2.0-inch Service - \$2,400.00
  
- B. Impact Fees
  - 3/4-inch Service - \$ 4,500.00
  - 1.0-inch Service - \$ 6,400.00
  - 1.5-inch Service - \$11,100.00
  - 2.0-inch Service - \$26,500.00
  
- C. Water Right Cost or Trade Credit
  - Water Right .25 AF - \$2,500.00
  
- D. User Fee Schedules

**Duck Creek Area Monthly Water User Fee Schedule  
Residential / Recreational**

<u>Residential / Recreational</u>	<u>Cost</u>	<u>Rate Structure</u>
Level #1 – Minimum monthly fee/system	\$15.00	<b>Base Minimum Fee</b>
Level #2 – Plus \$2.00 per 1,000 gallons	2.00	1 – 15,000 gallons
Level #3 – Plus \$2.25 per 1,000 gallons	2.25	15,001 – 20,000 gallons
Level #4 – Plus \$2.50 per 1,000 gallons	2.50	20,001 and above gallons

**Duck Creek Area Monthly Water User Fee Schedule  
Commercial District**

<u>Commercial</u>	<u>Cost</u>	<u>Rate Structure</u>
Level #1 – Minimum monthly fee/system	\$35.00	0 – 10,000 gallons
Level #2 – Plus \$2.00 per 1,000 gallons	2.00	10,001 - 15,000 gallons
Level #3 – Plus \$2.25 per 1,000 gallons	2.25	15,001 – 20,000 gallons
Level #4 – Plus \$2.50 per 1,000 gallons	2.50	20,001 and above gallons

**Non-Residential User Fees**

(Including multiple family structures serviced by one connection.) Fees for non-residential users shall be the same as those set for residential users.

**Usage Fees Outside District Limits**

Charges for usage outside the corporate limits of Kane County Water Conservancy District not only as to the minimum, but also as to all overages shall be fixed from time to time by resolution or agreement as deemed proper under the circumstances.

### Special Rates

The Board may, from time to time, fix by agreement or resolution special rates and conditions for users using exceptionally large amounts of water service or making use of the System under exceptional circumstances, upon such terms and conditions as they may deem proper.

### **SECTION 8: INDIVIDUAL UNIT**

The District may require a water connection for each individual unit serviced by the District. For the purpose of this Ordinance, an individual unit is defined as a separate residence, apartment unit, condominium unit, building, commercial establishment, seasonal or recreational unit served by culinary water, whether or not maintained in the same group as other units or parcels. Each separate unit may be required to pay minimum rates herein specified whether or not such separate unit is serviced by a separate connection.

### **SECTION 9: USE WITHOUT PAYMENT PROHIBITED**

It shall be unlawful for any person by himself, family, servants or agents to utilize the culinary water system without paying therefore, as herein provided, or without authority, to open any pipe, line, connection, stopcock, valve or other fixtures attached to the System or culinary water supply unless it is done pursuant to proper application, agreement or resolution. It shall be unlawful to injure, deface or impair any part or appurtenance of the water System or to cast anything into any reservoir or facilities appurtenant or contributing to the culinary water system. It shall be a criminal offense in any way to pollute any water source, watershed, drainage area, or any part of or contributing to the culinary water system.

### **SECTION 10: DELINQUENCY – DISCONTINUANCE OF SERVICE**

- A. The District shall furnish to each user, or mail to, or leave at his place of residence or usual place of business, a written or printed statement stating thereon the amount of water service charges assessed against him once each month or at such other regular intervals as the Board shall direct.
- B. The statement shall specify the amount of the bill for the water service and the place of payment and date due. If any person fails to pay the water charges within thirty (30) days from the date due, the District shall give the consumer notice in writing of intention to discontinue the service to the consumer unless the consumer pays the bill in full within five (5) days from the date of notice.
- C. If the culinary water service is thereafter discontinued for failure to make payment, then before the water service to the premises shall again be provided, all delinquent water charges must have been paid to the District or arrangements made for their payment in a manner satisfactory to the District. In the event water is turned off for nonpayment of water charges then before the water service to the premises shall again be provided, the consumer shall pay, in addition to all delinquent water charges, such extra charge for turning the water on or off as the

Board may have established by resolution. Until such a resolution has been adopted, there shall be added an extra charge of \$90.00 (Amended: Board changed from \$50.00 to \$90.00) for turning on the water. Furthermore, in addition to such payments and penalties, a delinquent consumer may be required to make and file a new application and deposit if the previous deposit has theretofore been applied to the payment of delinquent bills. The Board is hereby authorized and empowered to enforce the payment of all delinquent water charges by an action at law in the name of Kane County Water Conservancy District.

- D. Delinquencies associated with the payment for any water service or the initial hookup fee shall bear interest at the rate of 18% per annum on the unpaid amount and the District may commence at its option, an action against the delinquent property owner of record at any time to recover the amount due plus court costs. In the event the owner of any of the premises, or the tenant or occupant, of the premises shall fail to pay any fee or charge, the District may cause the water to be shut off from such premises, and the District shall not be required to turn the same on again until all arrears for water furnished shall be paid in full.

**SECTION 11: TURNING ON WATER AFTER BEING TURNED OFF PROHIBITED**

It shall be unlawful for any person, after the water has been turned off from premises for nonpayment of culinary water charges or other violations of the ordinances, rules, regulations, or resolutions pertaining to the water supply, to turn on or to allow the water to be turned on or used without authority from the District.

**SECTION 12: INTERCONNECTION PROHIBITED**

No interconnection, cross-connection or other joining of the culinary and irrigation systems by any existing or future water user of the District shall be permitted, and any such interconnections shall be punishable as a Class B Misdemeanor with a fine of not more than \$1,000.00 and/or six (6) months in jail and the owner of record of such property found to have such interconnection upon it shall bear all costs associated with the destruction and removal of such interconnecting device or apparatus.

**SECTION 13: NO OPEN DISCHARGE OF PRESSURIZED WATER SYSTEM IN DISTRICT**

There shall be no open discharge of water from the culinary water system which may or could intermingle culinary water with irrigation water. Any such discharge from the culinary water system shall be a violation of this Ordinance and shall result in the termination of services to the owner of record of such property found to have any open discharge. The District shall have the right to seek from such owner all costs and expenses associated with the repair or rectification of the violation.

**SECTION 14: LIABILITY FOR DAMAGED EQUIPMENT**

All damages or injury to the lines, meters, or other materials of the District on or near the consumer's premises caused by any act or neglect of the consumer shall, in the discretion of the District, be repaired by and at the expense of the consumer, and the consumer shall

pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue to the District through its efforts to repair the damage to the lines, meters, or to other equipment of the District or collect such costs from the consumer.

**SECTION 15: UNAUTHORIZED USERS**

It shall be unlawful for any water service user to permit any person from other premises or any unauthorized person to use or obtain water service regularly from his premises or water facilities, either outside or inside his premises.

**SECTION 16: FACILITIES TO BE KEPT IN GOOD REPAIR**

All users of water service shall keep their service pipes, connections and other apparatus in good repair and protected from frost at their own expense. No person, except under the direction of the Board shall be allowed to dig into the street for the purpose of laying, removing or repairing any service pipe.

**SECTION 17: QUALITY OF SERVICE PIPE**

- A. All service and other pipe used in conjunction with the water services of the District shall be of such material, quality, and specifications as the Board may, from time to time by resolution, provide and shall be installed at such distances below ground as may be specified by regulations relating to the District. All work, alterations, or extensions affecting water pipes shall be subject to the acceptance of the Board and no connections with any water mains shall be made without first obtaining a permit therefore from the District.
- B. Once services have been delivered to a consumer pursuant to properly submitted applications, said consumer shall not conduct or transmit water to secondary buildings or locations not covered by prior application without making additional application for water service or obtaining written approval from the Board, which approval may be made subject to special conditions as deemed necessary by the Board.

**SECTION 18: FAULTY EQUIPMENT**

It shall be unlawful for any water user to:

- A. Waste water;
- B. Allow it to be wasted by stops, taps, valves, leaky joints or pipes, or to allow tanks or water troughs to leak or overflow;
- C. Wastefully run water from hydrants, faucets or stops or through basins, water closets, urinals, sinks or other apparatus;
- D. Use the water for purposes other than for those which he has applied or to use water in violation of the rules and regulations for controlling the water supply.

## **SECTION 19: WASTE OF WATER**

- A. Users of water from the culinary water system shall not permit water to continue to run wastefully and without due efforts to conserve water. If, in the judgment of the Board, a user of culinary water engages in practices which result in the needless waste of water and continues to do so after the notice to discontinue wastefulness has been given, the Board may consider terminating service to such user.
- B. The Board may thereupon consider terminating the right of the individual to use culinary water. If it elects to consider the matter of termination, it shall give notice to the water user of the intention to terminate his water connection at least five (5) days prior to the meeting of the Board at which termination of water service is to be considered. The notice shall inform him of the time and place of the meeting and of the charges which lead to the consideration of the termination.
- C. A water user who's right to utilize culinary water is being reviewed shall have opportunity to appear with or without counsel and present his reasons why his water service should not be discontinued.
- D. After due hearing, the Board may arrive at a determination. If the determination is to discontinue the wasteful water user's service connection, it shall notify him of decision and of the period during which the service will remain discontinued.

## **SECTION 20: SPRINKLING VEHICLES**

Vehicles for sprinkling shall be regulated and controlled as directed from time to time by the Board.

## **SECTION 21: BOARD TO HAVE FREE ACCESS**

The Board and its employees or other agents shall at all ordinary hours have free access to any place supplied with water service from the District System for the purpose of examining the apparatus and ascertaining the amount of water service being used and the manner of its use.

## **SECTION 22: NON-LIABILITY FOR DAMAGES**

The District shall not be liable for any damage to a water service user by reason of stoppage or interruption of his or her water supply service caused by fires, scarcity of water, accidents to the water system or its mains, or which occurs as the result of maintenance and extension operations, or from any other unavoidable cause. This section shall not be construed to extend the liability of the District beyond that provided in the Governmental Immunity Act.

## **SECTION 23: WATER NOT SUPPLIED TO MOTORS, SYPHONS**

No water shall be supplied from the pipes of the District water system for the purpose of driving motor, syphon, turbine, or other wheels, or any hydraulic engines, or elevators, or

for driving or propelling machinery of any kind whatsoever, nor shall any license be granted or issued for any such purpose except by special permission of the Board.

**SECTION 24: SCARCITY OF WATER**

In times of scarcity of water, whenever it shall in the judgment of the Board be necessary, the Board shall, by proclamation, limit the use of water to such extent as may be necessary. It shall be unlawful for any person, his family, servants or agents to violate any proclamation made by the Board in pursuance of this part.

**SECTION 25: PERMITS FOR INSTALLATIONS**

It shall be unlawful for any person to lay, repair, alter or connect any water line to the District culinary water system without first having obtained a construction permit from the District.

**SECTION 26: EXTENSIONS OF WATER MAINS WITHIN DISTRICT**

Any person or persons, including any sub divider who desires to have the water mains extended within the District which extension shall be further than 100 feet from the existing line, and is willing to advance the whole expense of such extension, may make application to the Board by petition. The petition shall contain a description of such proposed extension accompanied by a map showing the location of the proposed extension together with an offer to advance the whole expense thereof. The Board may grant or deny the petition as in its discretion seems best for the welfare of existing water users in the District. Such extensions, when completed, shall become part of the District's water system.

If the Board grants the petition, the amount of the costs of making the extension shall be deposited with the District before any work shall be done on such extensions. The deposit shall be made within thirty (30) days, or such other time as the Board shall require, after the granting thereof.

At the time the Board decides whether or not to grant a petition for an extension, it shall also decide whether or not any portion of the costs is to be refunded and the manner and the circumstances under which such refund shall be made or credited to the applicant, his successors or representatives. Such determination shall be duly recorded in writing and a copy thereof furnished to the applicant.

**SECTION 27: DISPOSITION OF FUNDS**

All connection fees and monthly user charges collected under the provisions of this Ordinance shall be deposited in Kane County Water Conservancy District's Water System Fund and used to meet the operation and maintenance cost of the System; debt service on obligations appertaining to the construction associated with the acquisition or development of the System; and such other allocations as the Board may by resolution provide.

**SECTION 28: RIGHT OF ENTRY ON PREMISES OF WATER USER**

All authorized representatives of the District shall have the right to enter upon any premises furnished with water by the District to examine the meter and any other equipment, the amount of water used and the manner of use, and to make all necessary shutoffs for vacancy, delinquency or violation of the ordinances, rules or regulations enacted or adopted by the District.

**SECTION 29: EXTRATERRITORIAL JURISDICTION**

The District may construct or authorize the construction of waterworks within or without the District limits, and for the purpose of maintaining and protecting the same from injury and the water from pollution, its jurisdiction shall extend over the territory occupied by such works, and over all reservoirs, streams, canals, ditches, pipes and drains used in and necessary for the construction, maintenance and operation of the same, and over the stream or source from which the water is taken, for fifteen miles above the point from which it is taken and for a distance of three hundred feet on each side of such stream and over highways along such stream or watercourse within said fifteen miles and said three hundred feet. All ordinances and regulations, including this Ordinance, are deemed necessary to carry the power herein conferred into effect, and is to enact among other things, an Ordinance preventing pollution or contamination of the streams or watercourses from which the inhabitants of the District derive their water supply, in whole or in part, for domestic and culinary purposes, and this Ordinance prohibits the construction or maintenance of any closet, privy, outhouse or urinal within the area over which the District has jurisdiction, and provides for permits for the construction and maintenance of the same, applications for which permits must be made to the Board. In granting such permits the Board may annex thereto such reasonable conditions and requirements for the protection of the public health as they deem proper, and may, if deemed advisable, require that all closets, privies and urinals along such streams shall be provided with effective septic tanks or other instrumentalities deemed necessary to prevent possible contamination of the water provided through the System.

**SECTION 30: EFFECTIVE DATE AND POSTING ORDINANCE**

This Ordinance shall take effect twenty (20) days following its adoption and the posting thereof in the following three (3) public and conspicuous places in Kane County Water Conservancy District:

1. \_\_\_\_\_, Kanab, Utah (where you hold meetings),
2. \_\_\_\_\_, Kanab, Utah; and
3. \_\_\_\_\_, Kanab, Utah.