BIG PLAINS WATER SPECIAL SERVICE DISTRICT MEETING



BOARD OF DIRECTORS, REGULAR MEETING 1777 N Meadowlark Dr, Apple Valley Wednesday, April 12, 2023 at 6:00 PM

AGENDA

Notice is given that a meeting of the Water District of the Town of Apple Valley will be held on **Wednesday, April** 12, 2023, commencing at 6:00 PM or shortly thereafter at 1777 N Meadowlark Dr, Apple Valley.

Chairman | Andy McGinnis

Board Members | Frank Lindhardt | Harrold Merritt | Ross Gregerson | Jarry Zaharias |

Pursuant to the Executive Order issued by Governor Gary Herbert on March 18, 2020 regarding Electronic Public Meetings, please be advised that the meeting will be held electronically and broadcast via Zoom. Persons allowed to comment during the meeting may do so via Zoom. Login to the meeting by visiting:

https://us02web.zoom.us/j/88667363731

if the meeting requests a password use 1234

To call into meeting, dial (253) 215 8782 and use Meeting ID 886 6736 3731

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

PRESENTATION/DISCUSSION

- 1. Presentation of FY2022 Audit.
- 2. FY2024 Budget Presentation/Discussion.

CONSENT AGENDA

The Consent Portion of the Agenda is approved by one (1) non-debatable motion. If any Board Member wishes to remove an item from the Consent Portion of the agenda, that item becomes the first order of business on the Regular Agenda.

- Disbursement Listing for March 2023.
- 4. Budget Report for Fiscal Year 2023 through March 2023.
- 5. Minutes: March 15, 2023.

CHAIRMAN | WATER SUPERINTENDENT REPORT

6. March 2023 Water Usage Comparison.

DISCUSSION AND POSSIBLE ACTION

- 7. Consider Approval of FY2022 Audit.
- 8. Consider approval of the purchase agreement between Cedar Point, Jepson Canyon, and the District.
- 9. PEHP Health Benefits Renewal.
- 10. Consider Approval of Format and Amendments to Personnel Policy and Procedures Manual, Resolution BPW-R-2023-04.
- 11. Consider Approval of Format to Purchasing Policy for the Website, Resolution BPW-R-2023-05.
- 12. Consider Approval of Format to Policies and Procedures for Retail Water Services for the Website, Resolution BPW-R-2023-06.
- 13. Tank size requirement of minimum 500,00K gallons.

REQUEST FOR A CLOSED SESSION

ADJOURNMENT

CERTIFICATE OF POSTING: I, Jenna Vizcardo, as duly appointed Recorder for the Town of Apple Valley, hereby certify that this Agenda was posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website http://pmn.utah.gov, and the Town Website www.applevalleyut.gov.

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL COMMUNITY EVENTS AND MEETINGS

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the Town at 435-877-1190 at least three business days in advance.

Big Plains Water Special Service District ANNUAL FINANCIAL REPORT

For the Year Ended June 30, 2022

Big Plains Water Special Service District

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June 30, 2022

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Independent Auditors' Report

Board and Management Of Big Plains Water SSD Town of Apple Valley, Utah

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the business-type activities, and the aggregate remaining fund information of Big Plains Water Special Service District, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the business-type activities, of the District, as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Change in Accounting Principle

As described in Note 1 to the financial statements, in fiscal year 2022, the District implemented the provisions of GASB Statement No. 87, Leases. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management

is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year after the date that the financial statements are issued or when applicable, one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether
 due to fraud or error, and design and perform audit procedures responsive to those risks.
 Such procedures include examining, on a test basis, evidence regarding the amounts and
 disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
 procedures that are appropriate in the circumstances, but not for the purpose of
 expressing an opinion on the effectiveness of the District's internal control. Accordingly,
 no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the schedules related to pensions and other postemployment benefits be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the



required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Big Plains Water Special Service District's disclosures required by bond covenant but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 8, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

HintonBurdick, PLLC

St. George, Utah March 8, 2023



MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of Big Plains Water Special Service District (the District), we offer readers of the District's financial statements this narrative overview and analysis of financial activities of the District for the fiscal year ended June 30, 2022.

FINANCIAL HIGHLIGHTS

- *Total net position for the District increased by \$176,875
- *Total unrestricted net position for the District increased by \$77,224
- *Operating revenues decreased by \$9,534
- *Operating expenses decreased by \$61,124

BASIC FINANCIAL STATEMENTS

The District is a special-purpose government engaged in business-type activities. All transactions related to its activities are recorded in a single enterprise fund. Enterprise funds are used to account for the operations financed an operated in a manner similar to private business enterprises where the intent is that the cost of providing goods and services (including depreciation), on a continuing basis, be financed or recovered primarily through user charges.

The financial statements presented in this report are those required of an enterprise fund and consist of (1) the statement of net position, (2) the statement of revenues, expenses, and changes in net position, (3) the statement of cash flows, and (4) the notes to the financial statements.

The statement of net position presents information on all of the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as useful indicator of whether the financial position is improving or deteriorating. However, other non-financial factors need to be considered as well.

The statement of revenues, expenses and changes in net position (the income statement) presents information about the amounts of revenues, expenses, and resulting net income for the year. Net income is the change in net position. All items of income and expense are reported as soon as the underlying event giving rise to those items occurs, regardless of when cash is received or paid.

The statement of cash flows starts with the amounts of net income and removes the non-cash portion (the receivables and payables which did not provide or use cash), thus converting the amounts to a cash basis.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the financial statements. The notes to the financial statements are reported later in this report; see Table of Contents.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the District.

FINANCIAL ANALYSIS

Big Plains Water Special Service District's Net Position

		Restated		
	Current	Previous		
	Year	Year	Change	
Current and other assets	\$ 569,067	505,191	63,876	
Non-current assets	5,850,521	5,906,109	(55,588)	
Deferred outflows of resources	14,497	14,093	404	
Total assets and deferred outflows	6,434,085	6,425,393	8,692	
Other liabilities	231,530	332,581	(101,051)	
Long-term liabilities outstanding	4,672,310	4,819,834	(147,524)	
Deferred inflows of resources	42,273	18,324	23,949	
Total liabilities and deferred inflows	4,946,113	5,170,739	(224,626)	
Net position:				
Net investment in capital assets	1,178,211	1,094,275	83,936	
Restricted	464,013	391,856	72,157	
Unrestricted	(154,252)	(231,476)	77,224	
Total net position	\$ 1,487,972	1,254,655	233,317	

As noted earlier, net position may serve over time as a useful indicator of financial position. Total assets and deferred outflows of resources exceeded total liabilities and deferred inflows of resources at the close of the year by \$1,487,972, an increase of \$233,317 from the previous year after a prior period adjustment of \$56,442. This change is equivalent to the net income for the year, in private sector terms.

Total unrestricted net position at the end of the year is (\$155,304), which represents an increase of \$76,172 from the previous year. Unrestricted net position are those resources available to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements.

The amount of current and other assets represent the amounts of cash and receivables on hand at the end of each year. Other liabilities are the amounts of current and other liabilities due, at year end, for goods and services acquired.

Changes in capital assets are the result of the difference, in the current year, of the cost of acquisition of capital assets and any depreciation charges on capital assets. Change in long-term debt is the difference in the amount of debt issued and that which has been paid during the year.

FINANCIAL ANALYSIS (continued)

Big Plains Water Special Service District's Change in Net Position

	Current	Previous	
	Year	Year	Change
Operating income:			
Service income	\$ 410,170	364,605	45,565
Connection fees	5,173	24,153	(18,980)
Other operating income	7,456	43,575	(36,119)
Total operating income	422,799	432,333	(9,534)
Operating expenses:			
Wages	53,565	61,490	(7,925)
Benefits	22,257	32,546	(10,289)
Utilities	22,779	15,531	7,248
Repair and maintenance	24,109	38,752	(14,643)
Professional services	2,779	34,274	(31,495)
Other supplies and expenses	8,235	9,236	(1,001)
Insurance expense	2,890	5,910	(3,020)
Depreciation expense	135,064	135,064	0
Total operating expense	271,679	332,803	(61,124)
Net operating income (loss)	151,120	99,530	51,590
Non-operating income (expense):			
Impact fees	135,976	80,099	55,877
Grants	-	403,058	(403,058)
Interest income	726	237	489
Legal fee expenses	(3,060)	(1,460)	(1,600)
Interest on long-term debt	(107,887)	(88,251)	(19,636)
Total non-operating income (expense)	25,755	393,683	(367,928)
Change in net position	\$ 176,875	493,213	(316,338)

Service income increased by \$45,565. Connection fees decreased by \$18,980. Other operating income decreased by \$36,119.

Depreciation expense is the largest single element of operating costs and was equal to the previous year depreciation expense. The largest single decrease in operating expenses was for professional services in the amount of \$31,495. Expenses for repairs and maintenance increased by \$14,643 during the year.

Impact fees increased by \$55,877 and grants decreased by \$403,058.

BUDGETARY HIGHLIGHTS

The District operates as an enterprise fund and is required to comply with the operating budget on an entity-wide basis.

	(Original	Amended	Actual
Revenues	\$	447,900	678,700	559,501
Expenses		447,900	485,596	382,626
Net income	\$	-	193,104	176,875

CAPITAL ASSETS AND DEBT ADMINISTRATION

Big Plains Water Special Service District's Capital Assets

	Current	Previous	
	Year	Year	Change
Net Capital Assets:			
Land	\$ 21,507	21,507	-
Water rights	996,483	996,483	-
Machinery and equipment	42,132	42,132	-
Water systems	5,251,675	5,251,675	-
Construction in progress	529,129	449,653	79,476
Total	6,840,926	6,761,450	79,476
Less accumulated depreciation	(990,405)	(855,341)	(135,064)
Net Capital Assets	\$ 5,850,521	5,906,109	(55,588)

The total amount of net capital assets of \$5,850,521 is a decrease of \$55,588 from the previous year.

The decrease in net capital assets represents the amount that depreciation charged on capital assets exceeded investment in new capital assets.

Additional information regarding capital assets may be found in the notes to financial statements.

CAPITAL ASSETS AND DEBT ADMINISTRATION (continued)

Big Plains Water Special Service District's Outstanding Debt

	Current Year	Previous Year	Change
Business-type activities:			
2016 Aquafer Study	\$ -	8,000	(8,000)
2018 Water Bond Series A	72,000	76,000	(4,000)
2012 Water Project	1,860,000	1,945,000	(85,000)
2018 Water Bond Series B	317,000	328,000	(11,000)
2015 Water Bond 02	275,033	279,170	(4,136)
2015 Water Bond 01	2,148,276	2,183,664	(35,388)
Total business-type	4,672,310	4,819,834	(147,524)
Total outstanding debt	\$ 4,672,310	4,819,834	(147,524)

Additional information regarding the long-term liabilities may be found in the notes to financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

No significant economic changes that would affect the District are expected for the next year. Budgets have been set on essentially the same factors as the current year being reported.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any information provided in this report or requests for additional financial information should be addressed to Big Plains Water Special Service District, 1777 N. Meadowlark Dr, Apple Valley, UT 84737.

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BASIC FINANCIAL STATEMENTS

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STATEMENT OF NET POSITION - PROPRIETARY FUND

June 30, 2022

	Utility Fund
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES:	
Assets:	
Current assets:	
Cash and cash equivalents	\$ -
Due from other governments	74,351
Total current assets	74,351
Non-current assets:	
Restricted cash and cash equivalents	464,013
Net pension asset	30,702
Capital assets:	
Not being depreciated	1,547,119
Net of accumulated depreciation	4,303,402
Total non-current assets	6,345,236
Total assets	6,419,588
Deferred outflows of resources - pensions	14,497
Total assets and deferred outflows of resources	\$ 6,434,085
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES:	
Liabilities:	
Current liabilities:	
Checks written in excess of unrestricted cash balance	\$ 195,619
Accounts payable	9,244
Accrued liabilities	4,296
Customer deposits	13,750
Compensated absences	4,508
Accrued interest payable	4,112
Revenue bonds, current portion	140,952
Total current liabilities	372,481
Non-current liabilities:	
Revenue bonds, long-term	4,531,358
Total non-current liabilities	4,531,358
Total liabilities	4,903,840
Deferred inflows of resources - pensions	42,273
Total liabilities and deferred inflows of resources	4,946,113
NET POSITION:	
Net investment in capital assets	1,178,211
Restricted	464,013
Unrestricted	(154,252)
Total net position	1,487,972
Total liabilities, deferred inflows of resources, and net position	\$ 6,434,085

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION - PROPRIETARY FUND

For the year ended June 30, 2022

	Utility Fund
Operating income:	
Charges for sales and service	\$ 410,170
Connection fees	5,173
Other operating income	7,456
Total operating income	422,799
Operating expenses:	
Wages	53,565
Benefits	22,257
Utilities	22,779
Repair and maintenance	24,109
Professional services	2,779
Other supplies and expenses	8,235
Insurance expense	2,890
Depreciation expense	135,064
Total operating expense	271,679
Net operating income (loss)	151,120
Non-operating income (expense):	
Impact fees	135,976
Interest income	726
Legal fee expenses	(3,060)
Interest on long-term debt	(107,887)
Total non-operating income (expense)	25,755
Change in net position	176,875
Net position - beginning	1,254,655
Prior period adjustment	56,442
Net position - ending	\$ 1,487,972

STATEMENT OF CASH FLOWS

For the year ended June 30, 2022

Cash flows from operating activities: \$ 422,799 Cash paid to suppliers (102,679) Cash paid to employees (85,301) Change in accounts receivable 99,926 Net cash provided (used) in operating activities 334,744 Cash flows from noncapital financing activities: (800) Net cash provided (used) in noncapital financing activities: (800) Cash flows from capital and related financing activities: (800) Cash received from impact fees 135,976 Cash payments for capital assets (79,476) Cash payments for legal fees (3,060) Cash payments for long-term debt principal (147,524) Cash payments for long-term debt interest (198,697) Cash provided (used) in capital and related financing activities (198,697) Cash received from interest earned 726 Net cash provided (used) in investing activities 726 Net cash provided (used) in investing activities 135,973 Cash balance - beginning 132,422 Cash balance - ending \$ 268,394 Cash reported on the statement of net position: \$ 16,04,013 <t< th=""><th></th><th></th><th>Utility Fund</th></t<>			Utility Fund
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Cash payments for legal fees (3,060) Cash payments for long-term debt principal (147,524) Cash payments for long-term debt interest (104,613) Net cash provided (used) in capital and related financing activities (198,697) Cash flows from investing activities: Cash received from interest earned 726 Net cash provided (used) in investing activities 726 Net increase (decrease) in cash 135,973 Cash balance - beginning 132,422 Cash balance - ending \$268,394 Cash reported on the statement of net position: Cash and cash equivalents \$ Checks written in excess of unrestricted cash balance (195,619) Non-current restricted cash 464,013			135,976
Cash payments for long-term debt principal Cash payments for long-term debt interest Net cash provided (used) in capital and related financing activities(104,613)Cash flows from investing activities: Cash received from interest earned726Net cash provided (used) in investing activities726Net increase (decrease) in cash135,973Cash balance - beginning132,422Cash balance - ending\$ 268,394Cash reported on the statement of net position: 	Cash payments for capital assets		(79,476)
Cash payments for long-term debt interest (104,613) Net cash provided (used) in capital and related financing activities (198,697) Cash flows from investing activities: Cash received from interest earned 726 Net cash provided (used) in investing activities 726 Net increase (decrease) in cash 135,973 Cash balance - beginning 132,422 Cash balance - ending \$268,394 Cash reported on the statement of net position: Cash and cash equivalents \$	Cash payments for legal fees		(3,060)
Net cash provided (used) in capital and related financing activities(198,697)Cash flows from investing activities: Cash received from interest earned726Net cash provided (used) in investing activities726Net increase (decrease) in cash135,973Cash balance - beginning132,422Cash balance - ending\$ 268,394Cash reported on the statement of net position: Cash and cash equivalents Checks written in excess of unrestricted cash balance Non-current restricted cash(195,619)Non-current restricted cash464,013	Cash payments for long-term debt principal		(147,524)
Cash flows from investing activities: Cash received from interest earned726Net cash provided (used) in investing activities726Net increase (decrease) in cash135,973Cash balance - beginning132,422Cash balance - ending\$ 268,394Cash reported on the statement of net position: Cash and cash equivalents Checks written in excess of unrestricted cash balance Non-current restricted cash\$ - (195,619) 464,013	Cash payments for long-term debt interest		
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Net increase (decrease) in cash Cash balance - beginning 132,422 Cash balance - ending Sash reported on the statement of net position: Cash and cash equivalents Checks written in excess of unrestricted cash balance Non-current restricted cash 135,973 132,422 \$ 268,394	Cash received from interest earned		726
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Cash and cash equivalents Checks written in excess of unrestricted cash balance Non-current restricted cash 464,013	Cash balance - ending	\$	268,394
Cash and cash equivalents Checks written in excess of unrestricted cash balance Non-current restricted cash 464,013	Cash reported on the statement of net position:		
Checks written in excess of unrestricted cash balance (195,619) Non-current restricted cash (464,013)	•	\$	-
· · · · · · · · · · · · · · · · · · ·			(195,619)
the contract of the contract o	Non-current restricted cash		464,013
	Total cash and cash equivalents	\$	

(The Statement of Cash Flows continues on the following page)

STATEMENT OF CASH FLOWS (continued)

For the year ended June 30, 2022

Reconciliation of Operating Income to Net Cash Provided (Used) in Operating Activities:	Utility Fund
Net operating income (expense)	\$ 151,120
Adjustments to reconcile operating income or (loss) to net cash provided (used) in operating activities:	
Depreciation and amortization	135,064
Pension expense	911
Employer pension contribution	(10,390)
Changes in assets and liabilities:	
(Increase) decrease in receivables	99,926
Increase (decrease) in accounts payable	(45,326)
Increase (decrease) in payroll liabilities	3,439
Increase (decrease) in compensated absences	
Net cash provided (used) in operating activities	\$ 334,744

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1-A. Reporting entity

Big Plains Water Special Service District (the District), a special service district located in Washington County, Utah, was organized for the purpose of providing culinary water service to the residents of the District. The District operates under the direction of a Board of Trustees. All trustees are appointed by the Town of Apple Valley Mayor.

The District is a component unit of the Town of Apple Valley, Utah. For fiscal years up to and including the year ended June 30, 2021, the Town has managed water billings and related collections on behalf of the District. In those same years, the District has contracted with the Town to have Town personnel provide accounting services to the District.

1-B. Financial statements

The financial statements presented are those required of an enterprise fund and consist of the statement of net position, the statement of revenues, expenses, and changes in net position and the statement of cash flows. The District is considered a special-purpose government engaged in business-type activities and records all of the transactions related to its activities in a single enterprise fund. Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the cost of providing goods and services (including depreciation), on a continuing basis, be financed or recovered primarily through user charges. No fiduciary funds or components that are fiduciary in nature are included.

1-C. Measurement focus, basis of accounting and financial statement presentation

Measurement focus is commonly used to describe the types of transactions and events that are reported in a fund's operating statement. The operating statement of an enterprise fund focuses on changes in, or the flow of, economic resources. With this measurement focus, all assets and liabilities associated with the operation of the fund, both current and non-current, are included on the statement of net assets. Thus, net position (total assets and deferred out flows of resources less total liabilities and deferred inflows of resources) are used as a practical measure of economic resources.

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. As a practical matter, a fund's basis of accounting is inseparably tied to its measurement focus. Funds that focus on total economic resources employ the full accrual basis of accounting, which recognizes increases and decreases in economic resources as soon as the underlying event or transaction occurs. Under accrual accounting, revenues are recognized as soon as they are earned, and expenses are recognized as soon as a liability is incurred, regardless of the timing of related cash inflows and outflows.

Enterprise funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the District's enterprise fund are charges to customers for sales and services. The District also recognizes the portion of connection fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

June 30, 2022

1-E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Equity

1-E-1. Deposit and Investments

Cash includes cash on hand, demand deposits with bank and other financial institutions, deposits in other types of accounts or cash management pools that have the general characteristics of demand deposit accounts and short-term investments with original maturities of three months or less from the date of acquisition. The District's policy allows for investment in fund in time certificates of deposit with federally insured depositories, investment in the state treasurer's pool, and other investments as allowed by the State of Utah's Money Management Act. All investments are carried at fair value with unrealized gains and losses recorded as adjustments to interest earnings. Fair market values are based on quoted market prices.

1-E-2. Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

1-E-3. Receivables and Payables

Accounts receivable other than intergovernmental receivables are from customers primarily for utility services. Intergovernmental receivables are considered collectible. Customer accounts are reported net of allowance for uncollectable accounts. Due to the nature of the accounts receivable, management does not consider an allowance for uncollectible accounts receivable necessary or material. Therefore, no allowance for uncollectable accounts receivable is presented.

1-E-4. Restricted Assets

In accordance with certain revenue bond covenants, resources may be required to be set aside for the repayment of such bonds, and, on occasion, for the repair and maintenance of the assets acquired with the bond proceeds. These resources are classified as restricted assets on the statement of net position because of their limited use. Most capital grant agreements mandate that grant proceeds be spent only on capital assets. Unspent resources of this nature are also classified as restricted. The limited use resources described above involve a reported restriction of both cash and net position.

Unspent proceeds of bonds issued to finance capital assets are also reported as restricted cash.

1-E-5. Inventories and Prepaid items

Proprietary fund inventories, where material, are stated at the lower of cost or market, using the first-in, first-out basis.

Prepaid items record payments to vendors that benefit future reporting and are reported on the consumption basis.

1-E-6. Capital Assets

Capital assets includes property, plant, equipment, and infrastructure assets, and are reported in the statement of net position. Capital assets are defined by the government as assets with an initial, individual significant cost and an estimated useful life in excess of two years. Such assets are recorded at historical cost or at estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation. Infrastructure is depreciated.

June 30, 2022

1-E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Equity (continued)

The cost of normal maintenance and repairs that does not add to the value of an asset or materially extend the assets' life is not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Upon retirement or disposition of capital assets, the cost and related accumulated depreciation are removed from the respective accounts.

Property, plant, and equipment of the primary government, as well as the component unit, if any, are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Distribution and collection system	40
Equipment	5-20

1-E-7. Long-term Obligations

In the proprietary fund financial statements, long-term debt and obligations are reported as liabilities in the proprietary fund statement of net position. Bond discounts or premiums, and the difference between the reacquisition price and the net carrying value of refunded debt are deferred and amortized over the terms of the respective bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

1-E-8. Leases

Lessee: The District does not have any leases that fall under the new lease standard, GASB Statement No. 87. However, the District will recognize a lease liability and an intangible right-to-use lease asset (lease asset) in the statement of net position if they obtain any leases in subsequent years.

At the commencement of a lease, the District initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the District determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The District uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the District generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the District is reasonably certain to exercise.

The District monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

June 30, 2022

1-E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Equity (continued)

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

1-E-9. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes include a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District reports deferred outflows of resources related to pension as required by GASB 68.

In addition to liabilities, the statement of net position will sometimes include a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until then. The reports deferred inflows of resources related to pensions as required by GASB 68.

1-E-10. Net position flow assumption

Sometimes the District will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

1-F. Tax abatements

The District has not entered into any tax abatement agreements and the District is not aware of any tax abatement agreements that have been entered into by other governments that would reduce the District's tax revenues.

1-G. Estimates

GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and the accompanying notes. Actual results may differ from those estimates.

1-H. New pronouncements

For the year ended June 30, 2022, the District implemented the provisions of GASB Statement No. 87, Leases. GASB Statement No. 87 improves accounting and financial reporting for leases by governments. This Statement requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. The Statement also establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Implementation of this new statement did not resulted in a restatement of beginning net position in the government-wide financial statements.

June 30, 2022

NOTE 2 - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

2-A. Budgetary data

An annual operating budget is adopted by the District's board of trustees, on a basis consistent with generally accepted accounting principles, and as prescribed by state regulation. The budget is adopted prior to the beginning of the year to which it applies after a public hearing has been held. Subsequent amendments to the operating budget may be made after a public hearing.

A capital budget is also adopted by the board of trustees which identifies planned capital asset additions and requirements for long-term debt service principal payments, as well as the plan for financing these items.

Dain Value

NOTE 3 - DETAILED NOTES

3-A. Deposits and investments

Cash and investments as of June 30, 2022, consist of the following:

	Г	iir value
Demand deposits	\$	21,857
Investments - PTIF		246,537
Total cash	\$	268,394

Cash and investments listed above are classified in the accompanying government-wide statement of net position as follows:

Total cash and cash equivalents	\$ 268,394
Restricted cash and cash equivalents (non-current)	464,013
Cash and cash equivalents (current)	\$ (195,619)

The Utah Money Management Act (UMMA) establishes specific requirements regarding deposits of public funds by public treasurers. UMMA requires that District funds be deposited with a qualified depository which includes any depository institution which has been certified by the Utah State Commissioner of Financial Institutions as having met the requirements specified in UMMA Section 51, Chapter 7. UMMA provides the formula for determining the amount of public funds which a qualified depository may hold in order to minimize risk of loss and also defines capital requirements which an Institution must maintain to be eligible to accept public funds. UMMA lists the criteria for investments and specifies the assets which are eligible to be invested in, and for some investments, the amount of time to maturity.

UMMA enables the State Treasurer to operate the Public Treasurer's Investment Pool (PTIF). PTIF is managed by the Utah State Treasurer's investment staff and comes under the regulatory authority of the Utah Money Management Council. This council is comprised of a select group of financial professionals from units of local and state government and financial institutions doing business in the state. PTIF operations and portfolio composition is monitored at least semi-annually by the Utah Money Management Council. PTIF is unrated by any nationally recognized statistical rating organizations. Deposits in PTIF are not insured or otherwise guaranteed by the State of Utah. Participants share proportionally in any realized gains or losses on investments which are recorded on an amortized cost basis. The balance available for withdrawal is based on the accounting records maintained by PTIF. The fair value of the investment pool is approximately equal to the value of the pool shares. The District maintains monies not immediately needed for expenditure in PTIF accounts. A copy of the financial statements for the PTIF funds can be obtained by contacting the Utah State Treasurer.

June 30, 2022

3-A. Deposits and investments (continued)

As of June 30, 2022, the District had the following investments, ratings, and maturities:

			Weighted
	Fair	Credit	Average
	Value	Rating (1)	Maturity (2)
Utah Public Treasurer's Investment Fund	\$ 246,537	N/A	64.20
Total Fair Value	\$ 246,537		

- (1) Ratings are provided where applicable to indicate assoicated Credit Risk. N/A indicates not applicable.
- (2) Interest Rate Risk is estimated using the weighted average days to maturity.

Fair value of investments

The District measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows: Level 1--Quoted prices for identical investments in active markets; Level 2--Observable inputs other than quoted market prices; and, Level 3--Unobservable inputs. At June 30, 2022, the District had \$246,537 invested in the PTIF, which uses a Level 2 fair value measurement.

Deposit and investment risk

The District maintains no investment policy containing any specific provisions intended to limit the District's exposure to interest rate risk, credit risk, and concentration of credit risk other than that imposed by UMMA. The District's compliance with the provisions of UMMA addresses each of these risks.

Interest rate risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. All deposits and investments of the District are available immediately.

Credit risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligations. Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits. At June 30, 2022, all of the District's demand deposits are covered by FDIC insurance.

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. This risk is addressed through the policy of investing excess monies only in PTIF.

Concentration of credit risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. PTIF falls under the constraints of UMMA in limiting concentrations of investments.

June 30, 2022

3-B. Receivables

The allowance policy is described in Note 1-E-3. Receivables as of year-end for the District's funds are shown below:

	1	Utility		
		Fund		
Due from Apple Valley Town	\$	74,351		
Total receivables	\$	74,351		

As described in Note 1-A., the Town of Apple Valley is currently billing and collecting the District's service revenues. The balance that is labeled "Due from Apple Valley" represents the outstanding portion of service revenues billed but not collected as of the end of the fiscal year by the Town of Apple Valley on behalf of Big Plains Water Special Service District.

3-C. Capital assets

Capital asset activity for the business-type activities was as follows:

	Beg	ginning			Ending
Business-type activities	Ba	lance	Additions	Retirements	Balance
Capital assets, not being depreciated:					_
Land	\$	21,507	-	-	21,507
Water rights		996,483	-	-	996,483
Construction in progress		449,653	79,476		529,129
Total capital assets, not being depreciated	1,	467,643	79,476		1,547,119
Capital assets, being depreciated:					
Distribution and collection systems	5	5,251,675	-	-	5,251,675
Equipment		42,132	-	-	42,132
Total capital assets, being depreciated	5,	293,807	-	-	5,293,807
Less accumulated depreciation for:					
Distribution and collection systems		837,454	132,191	-	969,645
Equipment		17,887	2,874	-	20,760
Total accumulated depreciation		855,341	135,064	-	990,405
Total capital assets being depreciated, net	4,	438,466	(135,064)		4,303,402
Business-type activities capital assets, net	\$ 5,	906,109	(55,588)		5,850,521

Depreciation expense was charged to functions/programs of the primary government business-type activities was as follows:

Business-type activities:	
Water	\$ 135,064
Total	\$ 135,064

June 30, 2022

3-D. Long-term liabilities

Long-term debt activity for business-type activities was as follows:

		%					Due
	Original	Interest	Beginning			Ending	Within
	Principal	Rate	Balance	Additions	Reductions	Balance	One Year
2016 Aquafer Study							
Matured 10/1/2021	\$ 41,000	-	\$ 8,000	-	8,000	-	-
2018 Water Bond Seri	es A						
Matures 10/1/2037	88,000	-	76,000	-	4,000	72,000	4,000
2012 Water Project							
Matures 1/1/2044	2,540,000	-	1,945,000	-	85,000	1,860,000	85,000
2018 Water Bond Seri	es B						
Matures 5/1/2048	362,000	1.00	328,000	-	11,000	317,000	11,000
2015 Water Bond 02							
Matures 8/15/2054	300,000	4.00	279,170	-	4,136	275,033	4,305
2015 Water Bond 01							
Matures 9/15/2054	2,364,800	3.50	2,183,664	-	35,388	2,148,276	36,646
Total business-type a	ctivity						
long-term liabilities	8		\$4,819,834		147,524	4,672,310	140,952

Debt service requirements to maturity for business-type activities are as follows:

For the year ending June 30,	e year ending June 30, Principal		Total
2023	\$ 140,952	88,698	229,650
2024	142,430	87,110	229,540
2025	143,963	85,467	229,430
2026	144,550	83,770	228,320
2027	147,196	82,014	229,210
2028 - 2032	764,817	381,553	1,146,370
2033 - 2037	821,857	327,543	1,149,400
2038 - 2042	865,832	263,508	1,129,340
2043 - 2047	682,681	187,409	870,090
2048 - 2052	548,722	97,818	646,540
2053 - 2055	269,312	11,156	280,468
Total	\$4,672,310	1,696,048	6,368,358

The business-type bonds are secured by their respective revenues.

The District has outstanding bonds related to business-type activities totaling \$4,672,310. The outstanding bonds are all secured with their respective revenues and/or property and equipment.

The District has no unused lines of credit as of June 30, 2022.

June 30, 2022

3-E. Restricted net position

At June 30, 2022, the District's restricted net position is as follows:

Business-type:

Total net position	\$ 1,487,972
Unrestricted	 (154,252)
Capital facility replacement	190,669
Reserve fund	76,500
Bond fund	196,844
Net investment in capital assets	\$ 1,178,211

NOTE 4 - OTHER INFORMATION

4-A. Risk management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District participates in the Utah Local Government Trust, a public agency insurance mutual, which provides coverage for property damage and general liability. The District is subject to a minimal deductible for claims. There have been no significant reductions in insurance coverage from coverage in the prior year. Amounts of settlements have not exceeded insurance coverage in any of the past three fiscal years.

4-B. Rounding convention

A rounding convention to the nearest whole dollar has been applied throughout this report, therefore the precision displayed in any monetary amount is plus or minus \$1. These financial statements are computer generated and the rounding convention is applied to each amount displayed in a column, whether detail item or total. As a result, without the overhead cost of manually balancing each column, the sum of displayed amounts in a column may not equal the total displayed. The maximum difference between any displayed number or total and its actual value will not be more than \$1.

4-C. Pension Plans

General Information about the Pension Plan

Plan description:

Eligible plan participants are provided with pensions through the Utah Retirement Systems. The Utah Retirement Systems are comprised of the following Pension Trust Funds:

Public Employees Noncontributory Retirement System (Noncontributory System) is a multiple employer, cost sharing, public employee retirement system

The Tier 2 Public Employees System became effective July 1, 2011. All eligible employees beginning on or after July 1, 2011, who have no previous service credit with any of the Utah Retirement Systems, are members of the Tier 2 Retirement System.

June 30, 2022

4-C. Pension Plans (continued)

The Utah Retirement Systems (Systems) are established and governed by the respective sections of Title 49 of the Utah Code Annotated 1953, as amended. The Systems' defined benefit plans are amended statutorily by the State Legislature. The Utah State Retirement Office Act in Title 49 provides for the administration of the Systems under the direction of the Board, whose members are appointed by the Governor. The Systems are fiduciary funds defined as pension (and other employee benefit) trust funds. URS is a component unit of the State of Utah. Title 49 of the Utah Code grants the authority to establish and amend the benefit terms.

URS issues a publicly available financial report that can be obtained by writing Utah Retirement Systems, 560 E. 200 S, Salt Lake City, Utah 84102 or visiting the website: www.urs.org/general/publications.

Summary of Benefits by System

Benefits provided: URS provides retirement disability, and death benefits.

Retirement benefits are as follows:

Years of service required						
	Final Average	and/or age eligible for	Benefit percentage			
System	Salary	benefit	per year of service	Cola **		
Noncontributory System	Highest 3 Years	30 years any age	2.0% per year all years	Up to 4%		
		25 years any age*				
		20 years age 60*				
		10 years age 62*				
		4 years age 65				

^{*} with actuarial reductions

Contribution Rate Summary: As a condition of participation in the Systems, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by statute and specified by the URS Board. Contributions are actuarially determined as an amount that, when combined with employee contributions (where applicable) is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded actuarial accrued liability. Contribution rates as of June 30, 2022, are as follows:

		Employer	Employer
		Contribution	Rate for
Utah Retirement Systems	Employee Paid	Rate	401(k) Plan
Contributory System			
111 - Local Government Div - Tier 2	N/A	16.07	0.62
Noncontributory System			
15 - Local Government Div - Tier 1	N/A	18.47	N/A
Tier 2 DC Only			
211 - Local Government	N/A	6.69	10.00

Tier 2 rates include a statutory required contribution to finance the unfunded actuarial accrued liability of the Tier 1 plans.

^{**} All past-retirement cost-of-living adjustments are non-compounding and are based on the original benefit except for Judges, which is a compounding benefit. The cost-of-living adjustments are also limited to the actual Consumer Price Index (CPI) increase for the year, although unused CPI increases not met may be carried forward to subsequent years.

June 30, 2022

4-C. Pension Plans (continued)

For the fiscal year ended June 30, 2022, the employer and employee contributions to the Systems were as follows:

	Er	nployer	Employee
System	Con	tributions	Contributions
Noncontributory System	\$	10,389	N/A
Total Contributions	\$	10,389	

Contributions reported are the URS Board approved required contributions by System. Contributions in the Tier 2 Systems are used to finance the unfunded liabilities in the Tier 1 Systems.

Combined Pension Assets, Liabilities, Expense, and Deferred Outflows and Inflows of Resources Relating to Pensions

At June 30, 2022, we reported a net pension asset of \$30,702 and a net pension liability of \$0.

	(Measurement Date): December 31, 2021					Proportionate	
	Net Pension		Ne	t Pension	Proportionate	Share	Change
		Asset	I	Liability	Share	12/31/2020	(Decrease)
Noncontributory System	\$	30,702	\$	-	0.0053608%	0.0045272%	0.0008336%
Tier 2 Public Employees System		-		-	0.0000000%	0.0000000%	0.0000000%
Total	\$	30,702	\$	-			

The net pension asset and liability was measured as of December 31, 2021, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2021 and rolled-forward using generally accepted actuarial procedures. The proportion of the net pension asset and liability is equal to the ratio of the employer's actual contributions to the Systems during the plan year over the total of all employer contributions to the System during the plan year.

For the year ended June 30, 2022, we recognize pension expense of \$911.

At June 30, 2022, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows Deferred Inflows			
	of Resources		of Resources	
Difference between expected and actual experience	\$	3,216	\$	-
Changes in assumptions		2,881		198
Net difference between projected and actual earnings on				
pension plan investments		-		41,336
Changes in proportion and differences between contrib-				
utions and proportionate share of contributions		3,253		739
Contributions subsequent to the measurement date		5,147		-
Total	\$	14,497	\$	42,273

\$5,147 was reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2021.

June 30, 2022

4-C. Pension Plans (continued)

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

	Net Deferred
	Outflows (Inflows)
Year Ended December 31,	of Resources
2022	\$ (5,150)
2023	(10,874)
2024	(9,926)
2025	(6,880)
2026	(12)
Thereafter	(81)

Noncontributory System Pension Expense and Deferred Outflows and Inflows of Resources

At June 30, 2022, we recognized pension expense of \$923.

At June 30, 2022, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows Deferred Inflows			
	of Resources		of Resources	
Difference between expected and actual experience	\$	3,216	\$	-
Changes in assumptions		2,881		198
Net difference between projected and actual earnings on pension plan investments		-		41,336
Changes in proportion and differences between contributions and proportionate share of contributions		2,999		345
Contributions subsequent to the measurement date		5,147		-
Total	\$	14,243	\$	41,879

\$5,147 was reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2021.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year.

June 30, 2022

4-C. Pension Plans (continued)

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

	Net Deferred
	Outflows (Inflows)
Year Ended December 31,	of Resources
2022	\$ (5,138)
2023	(10,863)
2024	(9,914)
2025	(6,868)
2026	-
Thereafter	_

Tie 2 Public Employees System Pension Expense and Deferred Outflows and Inflows of Resources

At June 30, 2022, we recognized pension expense of (\$12).

At June 30, 2022, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows Deferred Inflows				
	of Re	of Resources			
Difference between expected and actual experience	\$	-	\$	-	
Changes in assumptions		-		-	
Net difference between projected and actual earnings on pension plan investments		-		-	
Changes in proportion and differences between contrib-					
utions and proportionate share of contributions		254		393	
Contributions subsequent to the measurement date		-		_	
Total	\$	254	\$	393	

\$0 was reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2021.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year.

June 30, 2022

4-C. Pension Plans (continued)

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

	Net Deferred	Net Deferred		
	Outflows (Inflow	s)		
Year Ended December 31,	of Resources			
2022	\$ (12))		
2023	(12))		
2024	(12))		
2025	(12))		
2026	(12))		
Thereafter	(81))		

Actuarial assumptions:

The total pension liability in the December 31, 2021, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50 Percent
Salary increases	3.25 - 9.25 percent, average, including inflation
Investment rate of return	6.85 percent, net of pension plan investment
	expense, including inflation

Mortality rates were adopted from an actuarial experience study dated January 1, 2020. The retired mortality tables are developed using URS retiree experience and are based upon gender, occupation, and age as appropriate with projected improvement using 80% of the ultimate rates from the MP-2019 improvement assumption using a base year of 2020. The mortality assumption for active members is the PUB-2010 Employees Mortality Table for public employees, teachers, and public safety members, respectively.

The actuarial assumptions used in the January 1, 2021, valuation were based on the results of an actuarial experience study for the five year period ending December 31, 2019.

The long-term expected rate of return on pension plan investments was determined using a building-block method, in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class and is applied consistently to each defined benefit pension plan. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

June 30, 2022

4-C. Pension Plans (continued)

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	Expect	Expected Return Arithmetic Basis			
	-	Real Return	Long Term expected		
	Target Asset	Arithmetic	portfolio real		
Assets class	Allocation	Basis	rate of return		
Equity securities	37%	6.58%	2.43%		
Debt securities	20%	-0.28%	-0.06%		
Real assets	15%	5.77%	0.87%		
Private equity	12%	9.85%	1.18%		
Absolute return	16%	2.91%	0.47%		
Cash and cash equivalents	0%	-1.01%	0.00%		
Totals	100.00%		4.89%		
	Inflation		2.50%		
	7.39%				

The 6.85% assumed investment rate of return is comprised of an inflation rate of 2.5%, and a real return of 4.35% that is net of investment expense.

Discount rate: The discount rate used to measure the total pension liability was 6.85 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate, and that contributions from all participating employers will be made at contractually required rates that are actuarially determined and certified by the URS Board. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current, active, and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments, to determine the total pension liability. The discount rate does not use the Municipal Bond Index Rate. The discount rate was reduced from 6.95% to 6.85% from the prior measurement date.

Sensitivity of the proportionate share of the net pension asset and liability to changes in the discount rate: The following presents the proportionate share of the net pension liability calculated using the discount rate of 6.85 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.85 percent) or 1 percentage point higher (7.85 percent) than the current rate:

System	 (5.85%)	Dis	(6.85%)	I	% Increase (7.85%)
Noncontributory System	\$ 16,509	\$	(30,702)	\$	(70,090)
Total	\$ 16,509	\$	(30,702)	\$	(70,090)

Pension plan fiduciary net position:

Detailed information about the pension plan's fiduciary net position is available in the separately issued URS financial report.

4-C. Pension Plans (continued)

Defined Contributions Savings Plan:

The Defined Contribution Savings Plans are administered by the Utah Retirement Systems Board and are generally supplemental plans to the basic retirement benefits of the Retirement Systems, but may also be used as a primary retirement plan. These plans are voluntary tax-advantaged retirement savings programs authorized under sections 401(k), 457(b) and 408 of the Internal Revenue Code. Detailed information regarding plan provisions is available in the separately issued URS financial report.

The District does not currently participate in any Defined Contribution Savings Plans with Utah Retirement Systems.

4-D. Prior period adjustment

The District has recognized additional accrued unpaid late fees that amounted to \$56,442 due from the Town of Apple Valley as of June 30, 2021. This prior period adjustment resulted in an increase of \$56,442 in the beginning net position as reported on the Statement of Revenues, Expenses and Changes in Net Position.

REQUIRED SUPPLEMENTARY INFORMATION (Unaudited)

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Big Plains Water Special Service District

SCHEDULE OF THE PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

June 30, 2022

Last 10 Fiscal Years*

	As of December 31,							
		2022	2	021	2	2020	2	2019
Noncontributory Retirement System								
Proportion of the net pension liability (asset)	0.5	360800%	0.004	15272%	0.00	00000%	0.00	00000%
Proportionate share of the net pension liability (asset)	\$	(30,702)	\$	2,322	\$	-	\$	-
Covered employee payroll	\$	54,609	\$	45,006	\$	-	\$	-
Proportionate share of the net pension liability (asset)								
as a percentage of its covered-employee payroll		-56.22%		5.16%		0.00%		0.00%
Plan fiduciary net position as a percentage of the total								
pension liability		108.70%		99.20%		0.00%		0.00%
Tion 2 Dublic Employees Detinament System								
Tier 2 Public Employees Retirement System	0.0	0000000/	0.000	200000/	0.00	000000/	0.00	000000/
Proportion of the net pension liability (asset)		0000000%		00000%		00000%	_	00000%
Proportionate share of the net pension liability (asset)	\$	-	\$	-	\$	-	\$	-
Covered employee payroll	\$	-	\$	-	\$	-	\$	-
Proportionate share of the net pension liability (asset)								
as a percentage of its covered-employee payroll		0.00%		0.00%		0.00%		0.00%
Plan fiduciary net position as a percentage of the total								
pension liability		0.00%		0.00%		0.00%		0.00%

^{*} In accordance with paragraph 81.a of GASB 68, employers will need to disclose a 10-year history of their proportionate share of the Net Pension Liability (Asset) in their RSI. The 10-year schedule will need to be built prospectively.

Big Plains Water Special Service District

SCHEDULE OF CONTRIBUTIONS

June 30, 2022 Last 10 Fiscal Years*

	As of fiscal year ended June 30,	Actuarial Determined Contributions	Contributions in relation to the contractually required contribution	Contribution deficiency (excess)	Contributions as a percentage of covered employee payroll		
Noncontributory System	2019	\$ 8,313	\$ 8,313	\$ -	\$ 45,006	18.47%	
	2020	8,313	8,313	-	45,006	18.47%	
	2021	9,001	9,001	-	48,731	18.47%	
	2022	10,389	10,389	-	56,247	18.47%	
Tier 2 Public Employees	2019	\$ 3,684	\$ 3,684	\$ -	\$ 23,705	15.54%	
Riterment System**	2020	-	-	-	-	0.00%	
	2021	-	-	-	-	0.00%	
	2022	-	-	-	-	0.00%	

^{*} Paragraph 81.b of GASB 68 requires employers to disclose a 10-year history of contributions in RSI. The 10-year schedule will need to be built prospectively.

Notes to Required Supplementary Information

Changes in Assumptions Related to Pensions:

The investment return assumption was decreased by 0.10% to 6.85% for use in the January 1, 2021 actuarial valuation. This assumption change was based on analysis performed by the actuary and adopted by the Utah State Retirement Board. In aggregate, this assumption change resulted in a \$509 million increase in the Total Pension Liability, which is about 1.3% of the Total Pension Liability of as December 31, 2020 for all systems combined. The demographic assumptions were reviewed and updated in the January 1, 2020 actuarial valuation and are currently scheduled to be reviewed in the year 2023.

^{**} Contributions as a percentage of covered-payroll may be different than the board certified rate due to rounding and other administrative issues.

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OTHER SUPPLEMENTARY INFORMATION

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Big Plains Water Special Service District

OTHER SUPPLEMENTARY INFORMATION

For the Year Ended June 30, 2022

This information is required by one of the Big Plains Water Special Service District's bondholders to be included in the notes to the financial statements. It is not otherwise a required item for disclosure.

Insurance Coverage

The Big Plains Water Special Service District was insured for General Liability and Auto by the Utah Local Government Trust as of June 30, 2022. The following is a summary of the relevant coverages at June 30, 2022:

	Amount	
Policy #17220-GL2012:	of Coverage	Expires
General Liability	\$ 2,000,000	9/30/2022
Auto Bodily Injury	2,000,000	9/30/2022
Auto Property Damage	2,000,000	9/30/2022
Personal Injury Protection	As State Requires	9/30/2022
Underinsured Motorist	80,000	9/30/2022
Uninsured Motorist	80,000	9/30/2022
Pollution Exclusion Endorsement	50,000	9/30/2022
No Fault Sewer Cleanup	5,000	9/30/2022

Water System Cutomers and Connections

Customers	519
Connections	427
Total revenues billed	\$ 410,170

Schedule of Water Rates

	Cost Per 1,000 Gallons:						
Water - Base of \$49.00	5,000	\$	1.50				
	5,001-12,000	\$	1.75				
	12,001-25,000	\$	2.00				
	25,001-35,000	\$	2.25				
	35,001-45,000	\$	2.50				
	45 001+	\$	2.75				

Established Funds and Balances

Bond Fund	108,436
Reserve Fund	41,402
Capital Facilities Replacement Fund	71,735

Governing Body

Andy McGinnis	Chairman/Town Council
Ross Gregerson	Treasurer
Frank Lundhardt	Board Member/Mayor
Harold Merritt	Board Member
Jarry Zaharias	Board Member

Item 1.

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Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

Board and Management Of Big Plains Water SSD Town of Apple Valley, Utah

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of the Big Plains Water Special Service District, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated March 8, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

HintonBurdick, PLLC

St. George, Utah March 8, 2023





Independent Auditors' Report on Compliance and Report on Internal Control Over Compliance As Required by the State Compliance Audit Guide

Board and Management Of Big Plains Water SSD Town of Apple Valley, Utah

Report on Compliance

We have audited the Big Plains Water Special Service District's (District) compliance with the applicable general state requirements described in the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor, that could have a direct and material effect on the District for the year ended June, 30, 2022.

General state compliance requirements were tested for the year ended June 30, 2022 in the following areas:

- Budgetary Compliance
- Fund Balance
- Fraud Risk Assessment
- Governmental Fees
- Cash Management
- Enterprise Fund Transfers, Reimbursements, Loans, and Services
- Impact Fees
- Special and Local Service District Board Members
- Utah Retirement Systems
- Public Treasurer's Bond
- Open and Public Meetings Act

Management's Responsibility

Management is responsible for compliance with the general state requirements referred to above.

Auditor's Responsibility

Our responsibility is to express an opinion on the District's compliance based on our audit of the compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the *State Compliance Audit Guide*. Those standards and the *State Compliance Audit Guide* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on

the District occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state compliance requirement referred to above. However, our audit does not provide a legal determination of the District's compliance with those requirements.

Opinion

In our opinion, the District complied, in all material respects, with the state compliance requirements referred to above for the year ended June 30, 2022.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the *State Compliance Audit Guide* and which are described in the accompanying schedule of findings and recommendations as item 2018-003. Our opinion on compliance is not modified with respect to these matters.

The District's response to the noncompliance findings identified in our audit is described in the accompanying Response to Findings. The District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the state compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the state compliance requirements referred to above to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance with those state compliance requirements and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a state compliance requirement on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.



Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider material weaknesses. However, material weaknesses may exist that have not been identified.

We did note matters involving internal control over compliance or certain deficiencies which we are submitting for your consideration. These matters are described in the accompanying letter of Findings and Recommendations.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose.

HintonBurdick, PLLC

St. George, Utah March 8, 2023



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Findings and Recommendations For the Year Ended June 30, 2022

Board and Management Of Big Plains Water & Sewer SSD Town of Apple Valley, Utah

Professional standards require that we communicate, in writing, deficiencies in internal control over financial reporting that are considered significant deficiencies or material weaknesses that are identified during the audit of the financial statements. We wish to commend the District for their administrative achievements and oversight of the District's accounting and budget system. During our audit of the financial statements of the Big Plains Water & Sewer SSD for the fiscal year ended June 30, 2022 we noted a few circumstances that, if improved, would strengthen the District's accounting system and control over its assets. These items are discussed below for your consideration.

INTERNAL CONTROL OVER FINANCIAL REPORTING:

N.	/late	rial V	M ₂	knesses:
I۷	лаге	riai	vveal	Knesses:

None noted.

Significant Deficiencies:

None noted.

COMPLIANCE AND OTHER MATTERS:

Compliance:

2018-003 <u>Deficit Fund Balance - Reissued</u>

Criteria: UCA 17B-1-613-(2) required Districts with a deficit unrestricted net position to budget in the next budget year 5% or more of the Districts total actual revenue of the audited year towards reduction of the deficit.

Condition: The proprietary fund ended fiscal year 2021 with a deficit in unrestricted fund balance and has not budgeted the required minimum 5% of fiscal year 2022 actual revenues towards reduction of the deficit in fiscal year 2022.

Cause: The District's internal controls were not designed or implemented to consider and address the deficit at the time of budgeting.

Effect: The District is not in compliance with Utah Code 17B-1-613-(2).

Recommendation: We recommend the District continue its efforts to eliminate the proprietary fund deficit unassigned/unrestricted fund balance, and amend it budget to be compliant with state law.

Other Matters:

None noted.

RESPONSES:

Please respond to the above Findings and Recommendations in letter form.

This report is intended solely for the information and use of the District management, and various federal and state agencies and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

It has been a pleasure to be of service to the District this past year. We would like to express special thanks to all those who assisted us so efficiently in this year's audit. We invite you to ask questions of us throughout the year as you feel necessary. We look forward to a continued professional relationship.

Sincerely,

HintonBurdick, PLLC

HintonBurdick, PLLC March 8, 2023







Big Plains Water Special Service District 1777 N. Meadowlark Dr, Apple Valley, Utah 84737 Phone: 435-877-1190 Fax: 435-877-1192 www.applevalleyut.gov

Chairman Andy McGinnis Board Member Frank Lindhardt Board Member Harold Merritt Board Member Ross Gregerson Board Member Jarry Zaharias

March 8, 2023

HintonBurdick, PLLC 63 South 300 East, Suite 100 St. George, UT 84770

RE: RESPONSE TO AUDIT FINDINGS FOR FISCAL YEAR ENDING JUNE 30, 2022

Dear Hinton Burdick:

The following is management's response to the audit findings for Big Plains Water Special Service District for the fiscal year ending June 30, 2022:

INTERNAL CONTROL OVER FINANCIAL REPORTING:

Material Weaknesses:

None noted.

Significant Deficiencies:

None noted.

COMPLIANCE AND OTHER MATTERS:

Compliance:

2018-003 Deficit Fund Balance - Reissued

Criteria: UCA 17B-1-613-(2) required Districts with a deficit unrestricted net position to budget in the next budget year 5% or more of the Districts total actual revenue of the audited year towards reduction of the deficit.

Condition: The proprietary fund ended fiscal year 2021 with a deficit in unrestricted fund balance and has not budgeted the required minimum 5% of fiscal year 2022 actual revenues towards reduction of the deficit in fiscal year 2022.

Cause: The District's internal controls were not designed or implemented to consider and address the deficit at the time of budgeting.

Effect: The District is not in compliance with Utah Code 17B-1-613-(2).

Recommendation: We recommend the District continue its efforts to eliminate the proprietary fund deficit unassigned/unrestricted fund balance, and amend it budget to be compliant with state law.

Management's Response: A budget amendment for the current year budget to be done prior to June 30, 2023 will account for this oversight. Since it was not included in FY2020 or FY2021, it was not known a line item was needed

for this matter. A line item will also be included in the new FY2024 budget and thereafter until the deficit has been eliminated.

Other Matters:

None noted.

Thank you,

Jauna McGinnis

Financial Administrator

Big Plains Water & Sewer Special Service District

Budgeting Worksheet-Initial Presentation April 12, 2023

	2020	2021	2022	2022	2023	Original	FY2023	FY2024	1
51 BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT	Actual	Actual	Actual	Budget	Actual	Budget	Amended	Budget	Worksheet Notes
Income or Expense						J		J	
Income From Operations:									
Operating income									
5140 Water Sales	207,787	313,612	367,516	356,400	243,683	378,000	378,000	399,600	Based on 30 New Connections
5150 Water Standby Fees	32,948	50,993	42,654	46,600	27,691	34,840	34,840	34,840	
5310 Connection Fees	19,500	24,153	5,173	20,000	5,030	9,000	9,000		
5410 Late Penalties and Fees	0	333	1,323	20,000	2,608	15000	15000	5000	
5490 Other Operating Income	18,390	42,021	6,133	15,000	64,682	2,250	115,000	2,250	30 Will Serve Letters
Total Operating income	278,625	431,112	422,799	458,000	343,694	439,090	551,840	450,690	
Operating expense									
6010 Clerical Contractor Labor	0	10002	-5660	0	0	0	0	0	
6011 Town Interlocal Agreement Costs	0	0	2,978	3,000	5,647	15,336	15,336	16,227	
6013 Water Salaries and Wages	45006	51,487	56,247	55,000	39,596	55,000	55,000	55,000	
6014 Water Benefits	24563	32,546	22,257	37,000	17,197	37,051	37,051	27,500	
6015 Admin Salaries and Wages	0	0	0	0	0	0	0	0	
6016 Admin Benefits	0	0	0	0	0	0	0	0	
6021 Public Postings	401	392	25	400	0	400	400	400	
6023 Travel	967	745	324	800	122	800	800	800	
6024 Training	0	650	0	700	295	700	700	700	
6025 Books/Subscriptions/Memberships	716	1337	2,609	2,800	2,177	2,800	2,800	2,800	
6030 Admin Supplies and Expenses	4,106	5,214	4,351	4,500	4,675	3,500	5,000	5,000	
6032 Postage	133	346	642	1,000	91	700	150	200	
6035 Bank Service Charges	11	552	63	100	25	100	100	100	
6036 Bad Debt	0	0	222	0	0	0	0	0	
6040 Professional Service	26,674	28,575	-17,021	35000	12,699	7,500	35,000	7,500	
6043 Accounting & Audit Fees	6,921	5,700	19,800	25,000	11,200	12,000	12,000	12,000	
6044 Water Testing	5,692	5,155	7,966	10,000	7,736	7,800	8,000	8,000	
6045 Legal Fees	5,713	1,460	3,060	6,000	12,143	7,500	13,000	7,500	
6050 System Maintenance and Repairs	2,798	25,680	269	1,500	9,450	7,500	12,000	7,500	
6051 System Equipment	6,617	0	11,361	15,000	10,928	11,100	11,100	11.100	Includes \$3,300 valve exerciser, \$800 generator
6052 Well Maintenance and Repairs	1305	0	670	18,500	38,203	7,500	40,000	· ·	
6053 Tank Maintenance and Repairs	0	3,000	85	1500	1,252	11,500	5,000	-	\$10,000 Pump
6060 Equipment Costs Other than Fuel	3960	2,783	1,087	2,000	3,313	3,500	3,500		Includes \$1,500 tools
6061 Equipment Fuel	2126	2,134	2,672	3,000	5,558	3,500	7,000		
6067 Utilities	13,974	15,380	22,779	24,200	16,440	24,200	24,200		
6068 Telephone & Internet	13,5,4	152	0	200	0	,230 n	0		
6070 Insurance	4,087	5,910	2,890	5,000	6,501	5,000	6,600		
6095 Depreciation Expense	134,769	135,064	135,064	135,065	101,298	135,065	137,124	143,301	
Total Operating expense	290,539	334,264	274,740	387,265	306,546	360,052	431,861	366,928	

Big Plains Water & Sewer Special Service District

Budgeting Worksheet-Initial Presentation April 12, 2023

	2020	2021	2022	2022	2023	Original	FY2023	FY2024	
51 BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT	Actual	Actual	Actual	Budget	Actual	Budget	Amended	Budget	Worksheet Notes
Total Income From Operations	11.014	06.040	149.050	70 725	27 140	70.030	110.070	92.762	
Total Income From Operations:	-11,914	96,848	148,059	70,735	37,148	79,038	119,979	83,762	
Non-Operating Items:							ļ		
Non-operating income									
5510 Grants	0	403,059	0	0	0	1140000	265000	0	
5520 Impact Fees	61,529	80,099	135,976	220,000	22,894	120,000	82,900	120,000	
5610 Interest Income	2,633	237	726	600	5,475	500	7,800	7,800	
5690 Sundry Revenue	0	1221	0	100	(29)	100	100	100	
Total Non-operating income	64,162	484,616	136,702	220,700	28,340	1,260,600	355,800	127,900	
							İ		
Non-operating expense							ı I		
6080 Interest Expense	94,609	93,152	107,887	91,000	61,009	85,528	88,688	87,110	
Total Non-operating expense	94,609	93,152	107,887	91,000	61,009	85,528	88,688	87,110	
Total Non-Operating Items:	-30,447	391,464	28,815	129,700	-32,669	1,175,072	267,112	40,790	
Total Income or Expense Before Debt Service	-42,361	488,312	176,874	200,435	4,479	1,254,110	387,091	124,552	
Debt Service									
Debt Service-Principal-2013 Water Bond							85,000	85,000	
Debt Service-Principal-2014A Water Bond							36,647	37,950	
Debt Service-Principal-2014B Water Bond							4,305	4,480	
Debt Service-Principal-Aquifer Study							8,000	1,100	
Debt Service-Principal-Well 59							4,000	4,000	
Debt Service-Principal-Canaan Springs							11,000	11,000	
Less Depreciation							-137,124	-143,301	
Restricted Fund Balance Deficit							27,592	143,301	Placeholder until legal opinion
Total Additional Debt Service	0	0	0	0	0	0	39,420	-871	r laceriolaer antil regal opinion
							,		
Total Income or Expense After Debt Service	0	0	0	0	0	0	\$347,671	\$125,423	
Capital Projects									
Truck						30,000	0		
Canaan Springs Rehab						150,000	240000		
Canaan Springs Cedar Point Line						990,000	50000		
Total Capital Projects						1,170,000	290,000	0	
						1,170,000	290,000	U	

Big Plains Water & Sewer Special Service District

Budgeting Worksheet-Initial Presentation April 12, 2023

		2020	2021	2022	2022	2023	Original	FY2023	FY2024]
51 BIG PLAINS WATER AND S	EWER SPECIAL SERVICE DISTRICT	Actual	Actual	Actual	Budget	Actual	Budget	Amended	Budget	Worksheet Notes
										The SSD is an Enterprise Fund. We do not do a balanced budget like we do with the Town. Balanced means
Total Income or Expense								\$57,671		Revenue equals Expenditures, with an end result of \$0.

ENTERPRISE TRANSFER OF FUNDS

		% of
ACCOUNT 6011 TOWN INTERLOCAL AGREEMENT COSTS	Amount	Expenditures
Personnel Cost	13,969.00	3.81%
Office Supplies	120.00	0.03%
Telephone	575.00	0.16%
Internet Charges	228.00	0.06%
Zoom Meeting Recordings	218.00	0.06%
Website	1,117.00	0.30%
TOTAL TRANSFER FROM ENTERPRISE TO GENERAL FUND	\$ 16,227.00	4.42%

6% increase over FY2023

Big Plains Water Special Service District Disbursement Listing Checking - SBSU Operating - 03/01/2023 to 03/31/2023

	ayment	Payment	Void	Void	_
iber	<u>Date</u>	Amount	Date	Amount	Source
	07/19/2022		03/31/2023	\$100.00	Purchasing
	03/01/2023	\$55.96			Purchasing
	03/02/2023	\$98.21			Purchasing
	03/03/2023	\$95.00			Purchasing
	03/07/2023	\$45.00			Purchasing
	03/07/2023		03/07/2023	\$113.06	Purchasing
	03/07/2023	\$118.64			Purchasing
	03/07/2023	\$500.00			Purchasing
072023	03/07/2023	\$25.00			Purchasing
	03/08/2023	\$286.25			Purchasing
	03/08/2023	\$151.50			Purchasing
082023	03/08/2023	\$1,066.09			Purchasing
09202	03/09/2023	\$59.99			Purchasing
2023	03/09/2023	\$2.25			Purchasing
200	03/10/2023	\$1,638.10			Paycheck
	03/10/2023	\$137.99			Purchasing
2023	03/10/2023	\$134.62			Payroll
	03/10/2023	\$493.77			Payroll
	03/10/2023	\$15,000.00			JE: 325
	03/10/2023	\$374.49			Payroll
	03/10/2023	\$100.00			Purchasing
	03/14/2023	\$37.85			Purchasing
	03/15/2023	\$1.269.00			Purchasing
	03/15/2023	\$9,271.00			Purchasing
	03/16/2023	\$2,495.00			Purchasing
	03/16/2023	\$375.00			Purchasing
	03/16/2023	\$1,060.00			Purchasing
	03/22/2023	\$420.00			Purchasing
	03/22/2023	\$686.00			Purchasing
	03/22/2023	\$400.00			Purchasing
	03/22/2023	\$594.00			Purchasing
	03/24/2023	\$1,638.10			Paycheck
	03/24/2023	\$1,036.10 \$134.62			Payroll
	03/24/2023	\$493.77			Payroll
	03/24/2023	\$566.99			
					Payroll
	03/24/2023	\$374.49			Payroll
	03/28/2023	\$11,520.00			Purchasing
					Purchasing
					Purchasing
	03/31/2023	\$0.00	_		Purchasing
		03/29/2023 03/29/2023 03/29/2023 03/31/2023	03/29/2023 \$929.00 03/29/2023 \$250.00	03/29/2023 \$929.00 03/29/2023 \$250.00 03/31/2023 \$0.00	03/29/2023 \$929.00 03/29/2023 \$250.00 03/31/2023 \$0.00

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Item 3.

Big Plains Water Special Service District Disbursement Listing PTIF 8032 Impact Fees - 03/01/2023 to 03/31/2023

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Txfr Used FY2022 Impact Fees for Debt		03/15/2023	\$51,221.08			JE: 326
		•	\$51,221.08		\$0.00	

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Big Plains Water Special Service District
Operational Budget Report
51 Big Plains Water & Sewer SSD - 07/01/2022 to 03/31/2023
75.00% of the fiscal year has expired

	Prior YTD	Current Month	Current YTD	Annual Budget	Percent Used
Income or Expense	PHOLITE	WOITH	Current 11D	Buuget	reiceill Oseu
Income From Operations:					
Operating income					
5140 Water Sales	263,859.44	23,202.00	243,683.03	378,000.00	64.47%
5150 Water Standby Fees	32,309.82	2.891.00	27,691.26	34,840.00	79.48%
5310 Connection Fees	5,998.10	0.00	5,030.00	9,000.00	55.89%
5410 Late Penalties and Fees	0.00	84.43	2.607.73	15.000.00	17.38%
5490 Other Operating Income	150.00	(46,642.69)	64,681.76	2,250.00	2,874.74%
Total Operating income	302,317.36	(20,465.26)	343,693.78	439,090.00	78.27%
Operating expense		, ,		· · · · · · · · · · · · · · · · · · ·	
6010 Clerical Contractor Labor	(5,660.08)	0.00	0.00	0.00	0.00%
6011 Town Interlocal Agreement Costs	0.00	0.00	5,646.96	15,336.00	36.82%
6013 Water Salaries and Wages	41,660.07	4,168.00	39,596.00	55,000.00	71.99%
6014 Water Benefits	31,897.59	1,921.69	17,196.52	37,051.00	46.41%
6016 Admin Benefits	4.50	0.00	0.00	0.00	0.00%
6021 Public Postings	0.00	0.00	0.00	400.00	0.00%
6023 Travel	0.00	121.83	121.83	800.00	15.23%
6024 Training	0.00	0.00	295.00	700.00	42.14%
6025 Books/Subscriptions/Memberships	2.068.00	0.00	2.177.00	2.800.00	77.75%
6030 Admin Supplies and Expenses	3,251.72	985.54	4,674.67	3,500.00	133.56%
6032 Postage	642.07	0.00	91.03	700.00	13.00%
6035 Bank Service Charges	77.39	25.00	25.00	100.00	25.00%
6040 Professional Service	(17,610.15)	(26,735.18)	12.698.77	7.500.00	169.32%
6043 Accounting & Audit Fees	12,300.00	0.00	11,200.00	12,000.00	93.33%
6044 Water Testing	5.134.00	2.141.99	7.736.08	7.800.00	99.18%
6045 Legal Fees	0.00	400.00	12,142.85	7,500.00	161.90%
6050 System Maintenance and Repairs	(775.80)	0.00	9,450.47	7,500.00	126.01%
6051 System Equipment	4,258.35	95.00	10,928.40	11,100.00	98.45%
6052 Well Maintenance and Repairs	3.20	12,035.31	38,203.35	7,500.00	509.38%
6053 Tank Maintenance and Repairs	48.85	0.00	1,251.72	11,500.00	10.88%
6060 Equipment Costs other than Fuel	1.086.74	468.37	3.313.05	3.500.00	94.66%
6061 Equipment Fuel	2,132.71	609.44	5,557.63	3,500.00	158.79%
6067 Utilities	18,874.49	0.00	16,440.26	24,200.00	67.93%
6070 Insurance	2,890.08	594.00	6,501.41	5,000.00	130.03%
6095 Depreciation Expense	101,298.15	11,255.35	101,298.15	135,065.00	75.00%
Total Operating expense	203,581.88	8,086.34	306,546.15	360,052.00	85.14%
Total Income From Operations:	98.735.48	(28,551.60)	37,147.63	79,038.00	47.00%
•		(20,001100)		10,000.00	1110070
Non-Operating Items:					
Non-operating income 5510 Grants	0.00	0.00	0.00	1 140 000 00	0.00%
	135,976.00	0.00	22,894.09	1,140,000.00	19.08%
5520 Impact Fees	287.16	0.00	4,704.69	120,000.00 500.00	940.94%
5610 Interest Income			•		
5690 Sundry Revenue	0.00	0.00 0.00	(29.00)	100.00 1,260,600.00	-29.00%
Total Non-operating income	136,263.16	0.00	27,569.78	1,200,000.00	2.19%
Non-operating expense		- 400 - 1	04.000.		-
6080 Interest Expense	68,538.64	7,102.24	61,009.26	85,528.00	71.33%
Total Non-operating expense	68,538.64	7,102.24	61,009.26	85,528.00	71.33%
Total Non-Operating Items:	67,724.52	(7,102.24)	(33,439.48)	1,175,072.00	-2.85%
Total Income or Expense	166,460.00	(35,653.84)	3,708.15	1,254,110.00	0.30%
•			·		

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BIG PLAINS WATER SPECIAL SERVICE DISTRICT MEETING

BOARD OF DIRECTORS, REGULAR MEETING 1777 N Meadowlark Dr, Apple Valley Wednesday, March 15, 2023 at 6:00 PM

MINUTES

Chairman | Andy McGinnis

Board Members | Frank Lindhardt | Harold Merritt | Ross Gregerson | Jarry Zaharias |

CALL TO ORDER- Chairman McGinnis called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Chairman Andy McGinnis Board Member Harold Merritt Board Member Ross Gregerson

Board Member Jarry Zaharias

ABSENT

Board Member Frank Lindhardt (Excused by Chairman McGinnis due to being on a trip.)

DECLARATION OF CONFLICTS OF INTEREST

None declared.

CONSENT AGENDA

- 1. Disbursement Listing for February 2023.
- 2. Budget Report for Fiscal Year 2023 through February 2023.
- 3. Minutes: February 08, 2023.

The board reviewed the Consent Agenda and item number four will be voted on separately because Board Member Gregerson did not attend that meeting.

Administrator Jauna McGinnis commented on the budget. Percentage used 83% for revenue and 83% expenditures. APRA funds were added and that was not in the original budget. Budget will be done in June and the percentages will be off for three months. We are all in line with funds and expenditures. The Board discussed that there is no need to amend the budget.

MOTION: Board Member Merritt motioned to approve the February 2023 Disbursement, the February

2023 Budget Report, and the draft minutes from February 8, 2023.

SECOND: The motion was seconded by Board Member Gregerson.

VOTE: Chairman McGinnis called for a vote:

Board Member Merritt - Aye Board Member Gregerson - Aye Board Member Zaharias - Aye Chairman McGinnis - Aye Board Member Lindhardt- Absent



BOARD OF DIRECTORS, REGULAR MEETING 1777 N Meadowlark Dr, Apple Valley Wednesday, March 15, 2023 at 6:00 PM

MINUTES

The vote was unanimous and the motion carried.

4. Minutes: February 16, 2023.

MOTION: Board Member Merritt motioned to approve the minutes from 2/16/2023.

SECOND: The motion was seconded by Board Member Zaharias.

VOTE: Chairman McGinnis called for a vote:

Board Member Merritt - Aye
Board Member Zaharias - Aye
Chairman McGinnis - Aye
Board Member Gregerson - Abstain
Board Member Lindhardt - Absent

The vote was three aye and one abstain and the motion carried 3-1.

DISCUSSION AND POSSIBLE ACTION

5. Open Engineering Services RFP's and Consider Approval of Contract Award.

Two Request for Proposals (RFP's) received.

The first RFP received was from Galloway. The RFP was opened and reviewed amongst the Board.

The second RFP received was from Sunrise Engineering. The RFP was opened and reviewed amongst the Board.

MOTION: Board Member Zaharias motioned to accept Sunrise Engineering based on what I am seeing

here.

SECOND: The motion was seconded by Board Member Merritt.

VOTE: Chairman McGinnis called for a vote:

Board Member Merritt - Aye Board Member Gregerson - Aye Board Member Zaharias - Aye Chairman McGinnis - Aye



BOARD OF DIRECTORS, REGULAR MEETING 1777 N Meadowlark Dr, Apple Valley Wednesday, March 15, 2023 at 6:00 PM

MINUTES

Board Member Lindhardt- Absent

The vote was unanimous and the motion carried.

Consider approval of amendment to the Interlocal Agreement, Resolution BPW-R-2023-01.

Administrator Jauna McGinnis commented this is to add personnel other than administrative as needed. This would allow us to interchange personnel with the Town.

MOTION: Board Member Gregerson motioned that we approve this Interlocal Agreement for use of

personnel, BPW-R-2023-01 approving the Interlocal Agreement.

SECOND: The motion was seconded by Board Member Zaharias.

VOTE: Chairman McGinnis called for a Roll Call vote:

Board Member Merritt - Aye Board Member Gregerson - Aye Board Member Zaharias - Aye Chairman McGinnis - Aye Board Member Lindhardt- Absent

The vote was unanimous and the motion carried.

7. Washington County Conservancy District Study.

Chairman McGinnis reported the study further confirmed Ensign's study in 2015 that we are mining our aquifer. We are drawing down more than we are putting back in through recharge. Part of our downfall in Apple Valley is we do not have any rivers running through the area to recharge our aquifers. We also do not have any reservoirs in the area to recharge our aquifers. We are dependent on rainfall. What we can catch from the rainfall that runs down the wash is what is used to infiltrate our system. The study was vague in many points because there are other items that need to be added to this study to make it more definite. One of those things is an infiltration study. The District is in the process of communicating with the Division of Drinking Water and seeing if we can get them to initiate a water infiltration study for our area. The study shows on average around six percent of the water that hits our ground here makes it back down to aquifer. Not a whole lot of water is getting back down into our aquifer. As a District this is a tool what we are going to utilize. We are going to confer more



BOARD OF DIRECTORS, REGULAR MEETING 1777 N Meadowlark Dr, Apple Valley Wednesday, March 15, 2023 at 6:00 PM

MINUTES

with our engineering firm (Sunrise) and have their input on this on how to make a long-range plan for our area for water usage as well as how we can better serve the community. Also, finding other ways for water sources as well as what we need to do help make sure that our current residents have water. It is paramount on our part as a Board that we consult our engineers and lawyers in the fact that we want to make sure that we are standing on solid ground when we make any decisions moving forward. Everybody in the area that has been paying attention knows that this area has been in an extreme drought for a long time and common sense says the lack of water is going to hit our aquifer at some point. This wonderful water that we are getting now is not going to save us so we have to make some hard decisions. We want our community to know where we stand and the information from which we are working. Hopefully, they know we are trying to manage this the best we can to protect those that are currently utilizing the water, making sure that they are taken care of.

Board member Merritt reported on the conversations he has had with the Washington County Conservancy District. They suggested we do a groundwater study. That would be funded possibly by grants and maybe some assistance from the Conservancy District. He continued, the nature of the beast we must deal with is the long-term recharge is between 5,000-acre feet and 9,000-acre feet per year. We have between 5,000 and 9,000 and that is a big spread so we are left trying to find a happy settling point in there. That is the long-term recharge, however the discharge is 10,500-acre feet so we are mining the aquifer somewhere between 2,000 to 6,000-acre feet per year. We are trying to get a groundwater study and that would give us a better idea of how much water is making it down to the aquifer. Most places, for example, have rivers, lakes, or streams. We sit up here on a Mesa and there is nothing except water from the sky. We know how much it rains and how much it snows. We can take a percentage and that is what is going to the aquifer. Then we can tell about how many houses we have, we know what the flows are of what we are pumping. There are many private wells around that we are going to have to meter. We are trying to husband our resources. We do not really have a dog in this fight anymore or any less than anybody else. We are trying to manage what we have. It would appear that if we continue on this path, we are going to damage the aquifer. We already have encountered issues with different wells we have not had problems with in the past. We have been testing wells every two or three months and still finding concentrated amounts of contaminants that show up. We are going to have to go to some kind of filtration process. We are working on that now, figuring out how to manage these wells that as the aquifer declines in volume, the impurities become more concentrated. We pump those out and we must deal with what we can get out of it because we do not have any options here. We do not have any pipelines or reservoirs. We are trying to work this as best as we can. I would think the current residents do not have anything to worry about. As far as what we can see, it is how we manage an influx. It is not though we do not want you here. The only way to issue a will serve letter at this point is to put a caveat on that if the aguifer starts to fail the last one that came will be the first one that is denied water service. One reason we want to talk about this is we want people to understand that they are taking a risk to expand in Apple Valley to any great degree now and if you hook onto the Apple Valley system, we can only deliver what we can pump. When things start to go south if they do, we are going to have to curtail pumping. People who buy lots



BOARD OF DIRECTORS, REGULAR MEETING 1777 N Meadowlark Dr, Apple Valley Wednesday, March 15, 2023 at 6:00 PM

MINUTES

or houses in Apple Valley at any large number are taking a risk. I do not know how to be any more honest about it.

Board member Gregerson commented that this report came in similar to the previous report done by Ensign Engineering in 2015. This is the second study that has both said the same thing. That we are taking more out of the aquifer than we are putting in.

Chairman McGinnis commented the Ensign study was done in 2015 and they showed we were mining at a rate of around 317-acre feet a year and the new study shows more like 2,000 to 6,000-acre feet a year. A considerable increase from 2015.

Chairman McGinnis continued, as a Board we need to get with our engineering firm and have them go through this study. We need a line graph to get this kind of information out. Something that is easy to put your eyes on and see where we are at. What our usage is at, what our sustainable aquifer is at, and let everybody visualize to see what that looks like. Along with that I would like to recommend that soon we have a Town Hall meeting for water for the community. We can get our engineering firm to put on a PowerPoint presentation to help the community better understand what we are seeing in this study. Throughout the area, throughout Washington counties and throughout all of Utah. He asked the Board if they have his support on that then I would like to be able to put our new engineering firm on getting us a line graph that we could put on the monthly water bill. Board Member Gregerson discussed a percolation study. Chairman McGinnis discussed to have a Town Hall meeting after the percolation test. Chairman McGinnis asked staff to add this Washington County Conservancy District Study to the website.

Discussion only. No action taken.

CHAIRMAN | WATER SUPERINTENDENT REPORT

January 2023 Water Usage Comparison

Chairman McGinnis reported usage comparable to last year we are using 116K gallons less. But as total system as all usage, we are overusing 166K gallons. Overall, we are still under usage by 5-million gallons which is awesome. Since July 2022 up until now we have been underusing water since we have been asking the community to conserve besides October 2022. Awesome job to the community as to what they have done. This will be standard now. We all need to pay attention to water usage and be mindful. Ten years of drought will hit the aquifer at some point.

REQUEST FOR A CLOSED SESSION

No request.

ADJOURNMENT

Item 5.



BIG PLAINS WATER SPECIAL SERVICE DISTRICT MEETING

BOARD OF DIRECTORS, REGULAR MEETING 1777 N Meadowlark Dr, Apple Valley Wednesday, March 15, 2023 at 6:00 PM

MINUTES

MOTION:	Board Member Zaharias motion	ned to adjourn the meeting.				
SECOND:	The motion was seconded by Board Member Gregerson.					
VOTE:	Chairman McGinnis called for a	vote:				
Воа	rd Member Merritt - Aye					
Воа	rd Member Gregerson - Aye					
Boa	ird Member Zaharias - Aye					
Cha	irman McGinnis - Aye					
	rd Member Lindhardt- Absent					
The vote	was unanimous and the motion	carried.				
The meeti	ng was adjourned at 6:52 p.m.					
Data Amanayadı						
Date Approved:						
Approved BY:		Attest BY:				
Chairman Andy I	McGinnis	Recorder Jenna Vizcardo				

Big Plains Water Special Service District

WATER USAGE ANALYSIS

	COMPARABLE ACCTS			TOTAL	SYSTEM	
	2023/2022	2022/2021	Over/ (Under)	2023/2022	2022/2021	Over/ (Under)
JUL 2022	6,117,230	6,451,930	(334,700)	8,059,327	6,572,750	1,486,577
AUG	4,484,140	6,052,550	(1,568,410)	5,337,420	6,073,830	(736,410)
SEP	4,465,090	6,266,750	(1,801,660)	5,540,460	6,304,990	(764,530)
ОСТ	3,002,500	2,967,370	35,130	3,813,180	2,971,340	841,840
NOV	1,656,380	2,797,940	(1,141,560)	2,327,480	2,900,120	(572,640)
DEC	2,293,220	2,507,480	(214,260)	2,956,200	2,556,930	399,270
JAN 2023	1,543,380	1,671,920	(128,540)	2,406,879	1,675,760	731,119
FEB	1,418,710	1,534,640	(115,930)	1,715,637	1,549,020	166,617
MAR	1,394,930	2,553,470	(1,158,540)	1,599,322	2,590,750	(991,428)
TOTAL DECREASE/INCREASE		(6,428,470)			560,415	

Comparable Accounts: Had usage in both years

Total System: All usage

WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS WATER RIGHT PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the Effective Date defined herein, by and between CEDAR POINT WATER COMPANY, INC., a Utah corporation, having an address of 253 W. 1480 S., Hurricane, Utah 84737 (hereinafter referred to as "Seller"); LITTLE CREEK LAND COMPANY, LLC, a Utah limited liability company, having an address of 2059 Chettro Trail, St. George, Utah 84770 (hereinafter referred to as "Developer"); BIG PLAINS WATER & SEWER SPECIAL SERVICE DISTRICT, a Utah special service district, having an address of 1777 Meadowlark Dr., Apple Valley, Utah 84737 (hereinafter referred to as "Big Plains"), and JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 1, an independent local district, having an address of 912 West 1600 South, Suite B-200, St. George, Utah 84770 (hereinafter referred to as "Jepson Canyon").

WITNESSETH:

WHEREAS, Seller is the owner of certain water rights identified on <u>Exhibit A</u> (the "Water Rights") attached hereto and incorporated herein;

WHEREAS, Developer is the owner of approximately 313 acres located in Apple Valley, Utah, to be known as Jepson Canyon Resort (the "**Project**"), which Project is subject to a development agreement with the Town of Apple Valley, the water service for which is provided by Big Plains;

WHEREAS, in order to develop the Project, Developer must provide Big Plains with sufficient water to service anticipated water connections;

WHEREAS, Jepson Canyon was created to finance and facilitate the acquisition and construction of public infrastructure within Phase 1 the Project, including approximately 169 residential units, through the issuance of a bond or bonds (the "**Bond Financing**"), including to finance the purchase of water to service the same;

WHEREAS, Jepson Canyon has previously purchased water rights and dedicated the same to Big Plains to service an initial number of residential units;

WHEREAS, Developer and Jepson Canyon desire to facilitate the purchase of the additional Water Rights from Seller and their dedication to Big Plains; Seller desires to sell the Water Rights and convey them to Big Plains on the terms set forth below in this Agreement;

WHEREAS, Jepson Canyon is willing to pay the Purchase Price (as hereafter defined) for the Water Rights under the terms and conditions of this Agreement; and

WHEREAS, as consideration for Jepson Canyon's payment of the Purchase Price (as hereafter defined) and Seller's conveyance of the Water Rights, Big Plains is willing to grant to Developer water connections and certain other benefits as set forth herein and in a development agreement between Developer and the Town of Apple Valley.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, Developer, Big Plains, and Jepson Canyon agree as follows:

- **1.00 EFFECTIVE DATE:** The effective date hereof shall be the date on which all of the parties hereto have executed this Agreement below (the "Effective Date").
- **2.00 PURCHASE PRICE AND METHOD OF PAYMENT:** The purchase price for the Water Rights (the "Purchase Price") shall be as follows:
- 2.01 Six Hundred Ninety Thousand Dollars (\$690,000.00), payable by Jepson Canyon in immediately available funds at Closing; and
- 2.02 One Dollar (\$1) and the right to receive conveyance of title to one (1) future residential building lot in the Project, the one dollar payable by Developer in immediately available funds at Closing, and the conveyance of title to be made within 30 days of the recording of a final subdivision plat in Phase 1 of the Project.
- 2.03 Seller, Jepson Canyon, and Developer agree that the Purchase Price shall be apportioned between the Water Rights as follows: The consideration paid by Jepson Canyon shall be consideration for the first 50 acre feet of the Water Rights, and the additional consideration paid by Developer shall be consideration for the remaining 19 acre feet of the Water Rights.
- **3.00 SELLER'S REPRESENTATIONS AND WARRANTIES:** As a material inducement to Developer, Big Plains, and Jepson Canyon to enter into this Agreement and to consummate the transactions contemplated hereby, Seller hereby makes each of the representations and warranties set forth in this Section 3.00, which representations and warranties are true and correct as of the date hereof. Seller's representation and warranties shall remain true and accurate through the date of Closing.
- 3.01 <u>Organization and Standing</u>. Seller has been duly formed and is validly existing and in good standing with requisite power and authority to perform its obligations under this Agreement.
- 3.02 <u>Authority</u>. Seller has the requisite power and authority to enter into this Agreement and to consummate the transaction contemplated by this Agreement, and this Agreement has been duly executed and delivered by Seller.
- 3.03 <u>Noncontravention</u>. To Seller's knowledge, this Agreement does not violate or constitute a default under any material agreement to which it is a party, or any statute, rule or regulation applicable to the Seller.
- 3.04 Ownership of Water Rights. Seller to the best of Seller's knowledge, is the sole and exclusive owner of the Water Rights, free and clear of all liens, encumbrances, security interests, conditions, exceptions, or reservations. The water represented by the Water Rights has been put to beneficial use by Seller (or other legal users) such that the Water Rights are not vulnerable to forfeiture under applicable provisions of Utah law. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller. Seller

will cooperate with the issuance (at Developer's expense) of a commitment for title insurance on the Water Rights following the execution of this Agreement, and the issuance (at Developer's expense) of a policy of title insurance in favor of Big Plains at Closing.

- 3.05 <u>No Liens or Encumbrances</u>. Seller has not pledged, permitted any lien or security interest in, or otherwise encumbered any portion of the Water Rights or Seller's interest therein, nor granted any option or right of first refusal or first opportunity to any person or entity to acquire the Water Rights or any interest therein
- 3.06 <u>Litigation</u>. There is no action, suit, proceeding, or claim affecting the Seller or the Water Rights that would adversely affect Seller's ability to convey free and clear title to the Water Rights or Seller's ownership and enjoyment of the Water Rights from and after the Effective Date, nor, to Seller's knowledge, is any such action, suit, proceeding, or claim being threatened or asserted.
- 3.07 <u>Validity of Transaction</u>. To Seller's knowledge, no approval, consent, order, or authorization of any third party, is required in connection with the consummation by Seller of the transactions herein described.
- 3.08 OFAC Compliance. Seller warrants and represents that neither Seller, nor any affiliate of Seller, any partner, member or stockholder in Seller, or any beneficial owner of Seller, or any such partner, member or stockholder of any Seller or any affiliate of any of the foregoing (i) is a Blocked Party; (ii) is owned or controlled by, or is acting, directly or indirectly, for or on behalf of, any Blocked Party; or (iii) has instigated, negotiated, facilitated, executed or otherwise engaged in this Agreement directly or indirectly on behalf of any Blocked Party. Seller shall immediately notify Big Plains if any of the foregoing warranties and representations becomes untrue. For purposes of this Agreement, "Blocked Party" shall mean any party or nation that (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the U.S. Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) or other similar requirements contained in the rules and regulations of OFAC (the "Order") or in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders") or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"); or (b) has been determined by competent authority to be subject to the prohibitions contained in the Orders.
- 3.09 <u>Survival</u>. The continued accuracy in all material respects of the aforesaid representations and warranties shall be a condition precedent to Big Plains' obligation to close.
- **4.00 DEVELOPER'S REPRESENTATIONS AND WARRANTIES:** As a material inducement to Seller, Big Plains, and Jepson Canyon to enter into this Agreement and to consummate the transactions contemplated hereby, Developer hereby makes each of the representations and warranties set forth in this Section 4.00, which representations and warranties are true and correct as of the date hereof. Developer's representation and warranties shall remain true and accurate through the date of Closing.

- 4.01 <u>Organization and Standing</u>. Developer has been duly formed and is validly existing and in good standing with requisite power and authority to perform its obligations under this Agreement.
- 4.02 <u>Authority</u>. Developer has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement, and this Agreement has been duly executed and delivered by Developer.
- 4.03 <u>Noncontravention</u>. To Developer's knowledge, this Agreement does not violate or constitute a default under its organizational documents or any material agreement to which it is a party or any statute, rule or regulation applicable to Developer.
- 4.04 <u>Litigation</u>. To Developer's knowledge, Developer has not received written notice of any litigation or proceeding, order, writ, injunction, or decree, either judicial or administrative, pending or threatened, affecting its ability to consummate the transactions contemplated hereby.
- 4.05 <u>Due Diligence</u>. Developer has performed, or will perform prior to Closing, due diligence on the Water Rights satisfactory to Developer. Developer is not relying upon any representation of the Seller as to title, validity, suitability, viability, or extent, of the Water Rights for the anticipated uses and purposes of Big Plains.
- 4.06 <u>Insuring Title to Water Rights.</u> Developer will bear the cost of issuance of a commitment for title insurance on the Water Rights following the execution of this Agreement, and the issuance of a policy of title insurance in favor of Big Plains at Closing, insuring that the Special Warranty Water Right Deed given by Seller at Closing shall entitle Big Plains to good and marketable title to the Water Rights.
- **5.00 JEPSON CANYON'S REPRESENTATIONS AND WARRANTIES:** As a material inducement to Seller, Developer, and Big Plains to enter into this Agreement and to consummate the transactions contemplated hereby, Jepson Canyon hereby makes each of the representations and warranties set forth in this Section 5.00, which representations and warranties are true and correct as of the date hereof. Jepson Canyon's representation and warranties shall remain true and accurate through the date of Closing.
- 5.01 <u>Organization and Standing</u>. Jepson Canyon has been duly formed and is validly existing and in good standing with requisite power and authority to perform its obligations under this Agreement.
- 5.02 <u>Authority</u>. Jepson Canyon has the requisite power and authority to enter into this Agreement and to use the funds from the Bond Financing to purchase the Water Rights and consummate the transactions contemplated by this Agreement, and this Agreement has been duly executed and delivered by Jepson Canyon.
- 5.03 <u>Noncontravention</u>. To Jepson Canyon's knowledge, this Agreement does not violate or constitute a default under its organizational documents or any material agreement to which it is a party or any statute, rule or regulation applicable to Jepson Canyon.

- 5.04 <u>Litigation</u>. To Jepson Canyon's knowledge, Jepson Canyon has not received written notice of any litigation or proceeding, order, writ, injunction, or decree, either judicial or administrative, pending or threatened, affecting its ability to consummate the transactions contemplated hereby.
- 5.05 <u>Due Diligence</u>. Jepson Canyon has performed, or will perform prior to Closing, due diligence on the Water Rights satisfactory to Jepson Canyon. Jepson Canyon is not relying upon any representation of the Seller as to title, validity, suitability, viability, or extent, of the Water Rights for the anticipated uses and purposes of Big Plains.

6.00 CLOSING:

- 6.01 Opening of Escrow and Closing Instructions. Within ten (10) days after Effective Date, escrow shall be opened with First American Title, 50 E. 100 South, Ste. 100, St. George, UT 84770, (435) 673-5491 ("Escrow Agent"), and Seller shall deliver to Escrow Agent the Seller Closing Documents described in section 6.02 below. On or before said date, the Parties shall also execute and deliver to Escrow Agent a Closing instruction letter substantially in the form attached hereto as Exhibit B (the "Closing Instructions"), incorporated herein, together with the Closing Documents, as that term is defined in the Closing Instructions, in such forms as have been mutually agreed upon by Seller, Developer, Big Plains, and Jepson Canyon. The Closing of the sale of the Water Rights by Seller to Buyer (the "Closing") will occur on or before April 15, 2023. (the "Closing Date"), at such time as all Closing Conditions, as that term is defined therein, have been satisfied.
- 6.02 <u>Closing Deliverables</u>. Seller and Big Plains shall each execute and deliver its respective documents as described below. The Water Deed and Seller's counterparts to the other documents described in this Section 6.02 shall be referred to as the "**Seller Closing Documents.**"
 - (a) Seller shall execute and deliver in recordable form a water right deed (the "Special Warranty Water Right Deed"), the form of which is attached hereto as Exhibit C, conveying the Water Rights to Big Plains. In addition, Seller shall execute a Water Deed Addendum, in form acceptable to the Utah Division of Water Rights to verify the conveyance of such Deeded Water Rights from Seller to Big Plains.
 - (b) Seller and Big Plains agree to comply with and to execute and deliver such certifications, affidavits and statements that are required at Closing in order to meet the requirements of Internal Revenue Code Section 1445 (Foreign/Non-Foreign Seller) and satisfy the terms of the Escrow Agreement signed by the parties.
 - (c) Big Plains and Seller shall deliver to each other additional materials that may be reasonably requested by either of them in connection with the consummation of the purchase and sale of the Water Rights in accordance with the terms and conditions of this Agreement and the Escrow Agreement.

Once deposited into escrow, the Seller Closing Documents shall not be released, except (i) at the Closing, or (ii) upon written request to terminate from Big Plains pursuant to Section 6.05 below. If the escrow is released pursuant to clause (ii), then this Agreement shall terminate and neither party shall have any further obligations hereunder unless otherwise specifically provided herein.

- 6.03 <u>Closing Date</u>. Subject only to Section 6.05 below, immediately after bond proceeds are available to Jepson Canyon for the acquisition of the Water Rights, Jepson Canyon shall cause their respective cash portions of the Purchase Price to be deposited with Escrow Agent, whereupon the closing of the purchase and sale of the Water Rights (the "Closing") shall occur and Escrow Agent shall (i) record the Special Warranty Water Right Deed; (ii) deliver the Seller Closing Documents to Big Plains, with copies to Developer and Jepson Canyon, and (ii) deliver the Purchase Price to Seller.
- 6.04 <u>Escrow and Closing Costs</u>. Seller and Developer shall each pay one-half of the fee charged by Escrow Agent for providing escrow services. Taxes or other assessments upon the Water Rights, if any, shall be apportioned pro rata between Seller and Developer at Closing. Developer shall pay all other costs, including the cost of issuance of a policy of title insurance upon the Water Rights in favor of Big Plains.
- 6.05 <u>Conditions Precedent to the Parties' Obligation to Close</u>. Jepson Canyon's obligation to fund the Purchase Price, and Big Plains' obligations to close, the transaction contemplated under this Agreement herein is subject to and contingent upon the satisfaction of the following conditions or the waiver of same by Big Plains in writing:
 - (a) <u>Representations and Warranties</u>. All of the representations and warranties of Seller set forth in this Agreement shall be true and correct, in all material respects, as of the Effective Date and at all times prior to and as of the Closing.
 - (b) <u>Trustee Consent</u>. Jepson Canyon's bond trustee, responsible for management and disbursement of the bond proceeds to be used by Jepson Canyon to pay its portion of the Purchase Price, shall have given its consent to this transaction and agreed to disburse the required funds in coordination with Closing. The parties acknowledge that the trustee may have additional requests or conditions for such disbursement, and agree to cooperate with all such reasonable requirements to facilitate Closing.
 - (c) <u>Water Rights Title Policy</u>. Big Plains shall have received a commitment from a title insurer reasonably acceptable to Big Plains to insure title to the Water Rights subject only to exceptions approved by Big Plains in its reasonable discretion. Big Plains shall provide Seller at least ten (10) days prior to Closing a copy of the Preliminary Title Report. At the Closing Big Plains shall provide Seller with a copy of the Water Right Title Policy.
 - (d) <u>Change of Use</u>. Big Plains shall have consulted with the State of Utah that the Water Rights are capable of being approved for use by Big Plains. To the extent any change to the Water Rights is required for use in the Project, Big Plains and Seller shall cooperate to apply for formal approval of such change from the State of Utah in an expeditious manner after Closing, at Developer's sole expense. However, approval of any application is not a condition precedent to Closing. Developer shall bear all costs in the filing and prosecution of any application filed on the Water Rights.

In the event the Closing does not take place on or before April 15, 2023, Seller may either elect to (i) extend the Closing, or (ii) terminate this Agreement by delivering written notice to Big Plains, Developer, Jepson Canyon, and the Escrow Agent. In the event this Agreement is

terminated by Seller no party shall have any obligation or duty to any other party. Following the pricing of the Bond Financing by Jepson Canyon, this Agreement may only be terminated with the express written consent of Jepson Canyon, whereupon Escrow Agent shall return the Seller Closing Documents to Seller and the parties shall have no further obligations hereunder except for any terms of this Agreement that expressly survive termination pursuant to Section 9.04 below.

7.00 ASSIGNMENT: Big Plains shall have the right, upon prior written notice to Seller, to assign this Agreement provided that the entity to which this Agreement is assigned is a public water provider which will provide equivalent water service to the Developer's Project. No other assignments of this Agreement shall be permitted except with the express written consent of the non-assigning parties hereto.

8.00 MISCELLANEOUS:

- 8.01 <u>Recitals Incorporated</u>. The recitals to this Agreement are incorporated herein and made a part of this Agreement as if set forth in their entirety herein.
- 8.02 <u>Time for Performance</u>. Time is of the essence of this Agreement
- 8.03 <u>Entire Agreement</u>. This Agreement is the entire agreement between Big Plains and Seller, and there are no oral or other written agreements or representations directly or indirectly connected with this Agreement.
- 8.04 <u>Applicable Law</u>. This Agreement shall be construed under the laws of the State Utah, without regard to conflicts of law provisions.
- 8.05 <u>Counterparts</u>. This Agreement may be executed in any number of identical counterparts, or with multiple signature pages which, when assembled as a single document or, if not so assembled, when taken together shall be deemed to be fully effective and operative as an original document; provided, however, that in making proof of this Agreement, it shall not be necessary for any Party hereto to produce or account for more than one such counterpart.
- 8.06 <u>Severability</u>. In the event any provision of this Agreement is deemed invalid, illegal or unenforceable, the remainder of the Agreement shall be valid and enforceable.
- 8.07 <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- 8.08 <u>Waiver of Conflicts; Construction of this Agreement</u>. This Agreement has been prepared by Snow Jensen & Reece, PC, representing Jepson Canyon as district general counsel, and the other Parties hereto waive any conflict of interest which may be a result of such representation. The Parties other than Jepson Canyon acknowledge and agree that independent counsel has represented and advised them and that each of the Parties has participated in the drafting of this Agreement. Accordingly, it is the intention and agreement of the Parties that the language, terms and conditions of this Agreement are not to be construed in any way against or in favor of any Party hereto because of the responsibilities in connection with the preparation of this Agreement.

8.09 <u>Prevailing Party Attorney Fees</u>. If any party files suit to enforce the obligations of another party under this Agreement, the prevailing party shall be entitled to recover the reasonable fees and expenses of its attorneys from the non-prevailing party.

9.00 DEDICATION OF WATER TO BIG PLAINS:

9.01 <u>Conveyance is a Dedication</u>. Jepson Canyon's payment of the Purchase Price, and Seller's resulting conveyance of the Water Rights to Big Plains at Closing, shall be deemed by Big Plains, for all purposes, a conveyance of the Water Rights to Big Plains for the benefit of new residential customers within the boundaries of Phase 1 of the Project (hereafter the "Water Right Dedication"), consistent with the development agreement between Developer and the Town of Apple Valley and the codes and policies of Big Plains which are in effect as of the Effective Date of this Agreement. The effective date of the Water Right Dedication shall be the date of Closing.

9.02 <u>Equivalent Residential Connections</u>.

- (a) As of the effective date of the Water Right Dedication, consistent with the development agreement between Developer and the Town of Apple Valley, Big Plains accepts the Water Rights as sufficient to provide Developer the right to certain additional residential connections, pursuant to the requirements of Section 1.05.005.20.C of the Water and Sewer Service Codes of Big Plains (and Section 1.1.3.3 of the Big Plains Water and Sewer Special Service District Policies and Procedures for Retail Water Service, effective June 6, 2019). Developer agrees that it will get credit for the number of residential connections equal to the actual acre feet of water remaining to Big Plains after the State of Utah approves an application to convert the irrigation water to culinary water. Big Plains agrees that in the event of any modifications to its policy on the amount of water required per residential connection, Developer will receive the benefit of any such modifications, even if the same occur after the date of this Agreement or after the Closing.
- (b) Big Plains further acknowledges that Developer may seek additional connections for the Project, at Developer's cost, consistent with the Amendment to Development Agreement between Developer, Big Plains, and the Town of Apple Valley.
- 9.03 <u>Infrastructure</u>. Developer, and not Big Plains or the Town of Apple Valley, shall be responsible to install water lines and related infrastructure for dedication to Big Plains, to ensure delivery of water to the Project, consistent with the development agreement between Developer and the Town of Apple Valley.
- 9.04 <u>Survival and Nonmerger</u>. The terms and conditions of this Agreement, including but not limited to paragraphs 2.02, 2.03, and Sections 3.00, 4.00, 5.00, 8.00 and 9.00, shall not merge into any documents executed or delivered at Closing and shall survive the Closing.

[SIGNATURES CONTAINED ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the dates hereafter set forth by their duly authorized officers.

SELLER:	DEVELOPER:
LITTLE CREEK LAND COMPANY, INC.	LITTLE CREEK LAND COMPANY, LLC
By:	By: Lewy Isalus Que Name: Henry Isaksen, Jr.
Name John Eves Title: President	Name: Henry Isaksen, Jr. Title: Manager
Date signed 12/05/23	Date signed: 01/05/23
BIG PLAINS:	JEPSON CANYON:
BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT	JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT #1
Ву:	By: Many Doalesen J.
Date signed:	Date signed: 61/05/23
Attest: Clerk	By: Acury Toalson J. Date signed: 01/05/23 Kent Ohlsen Clerk
CICIK	Cierk

EXHIBIT A

Water Right #	App #	Quantity (acre feet)	Priority Date
81-5513	a49062	69 acre feet	8/5/1974
	TOTAL:	69 acre feet	

Exhibit A-1 76

EXHIBIT B

CLOSING INSTRUCTIONS AGREEMENT

This CLOSING INSTRUCTIONS AGREEMENT (the " <u>Agreement</u> "), dated as of, 2023, is by and among the following parties (each, a " <u>Party</u> ," collectively, the " <u>Parties</u> "): (a) (" <u>Seller</u> "), (b) (" <u>Purchaser</u> "), and (c) (" <u>Escrow Agent</u> ").
Recitals
A. Seller and Purchaser are parties to a Purchase and Sale Agreement, dated as of, 2023 (the "PSA"), for, more specifically described in the Contract.
B. Pursuant to Section of the PSA, Seller and Purchaser agreed to deliver certain documents for the consummation of the purchase and sale of the Water Rights at the "Closing", as defined in the PSA, into an escrow established by Escrow Agent (the "Escrow").
C. TheDistrict (the " <u>District</u> ") has previously issued its (the " <u>Bonds</u> "), pursuant to an Indenture of Trust (the "Indenture") between the District and, as trustee (the " <u>Bond Trustee</u> "); however, the proceeds from the Bonds are restricted and may only be released upon the acquisition of additional water rights for the Project by Purchaser.
D. The Parties desire to set forth their agreement whereby they will conduct a "Dry Closing" wherein all Closing deliverables to be made at the Closing of the PSA will be made on the date hereof, and the Parties authorize the Closing pending only the satisfaction of the Conditions Precedent set forth below in this Agreement.
NOW, THEREFORE, in consideration of the foregoing facts, and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, the Parties agree as follows:
Agreement
1.00 Closing Documents. Escrow Agent has received the original documents and other items described on Exhibit A attached hereto (the "Closing Documents") which the Parties understand will be delivered to Escrow Agent prior to, 2023. Certain Closing Documents contain blanks, either in the body of such documents or in the exhibits thereto, which require dates and/or recording information from other documents which are to be recorded prior to such documents. Escrow Agent is instructed to fill in such blanks with the date of the Closing on or before April 15, 2023, and the correct recording information, in each case on every Closing Document in which such blank occurs. As a condition to the Parties' delivery of their respective Closing Documents, each Party shall receive a copy of this Agreement signed by the Escrow Agent evidencing its agreement to the terms and conditions set forth herein.
Also, Escrow Agent has received from Purchaser by wire transfer an amount sufficient to

close the purchase of the Water Rights (the "Purchaser Funds").

- **2.00** <u>Conditions to Closing</u>. The following are the Parties' conditions to Closing the purchase and sale of the Water Rights (the "<u>Closing Conditions</u>"):
- 2.01 Escrow Agent has received the Purchaser Funds and is prepared to disburse the Purchaser Funds in accordance with the Purchaser's Settlement Statement and the Seller's Settlement Statement (together, the "Closing Statements");
- 2.02 Escrow Agent has in its possession all of the Closing Documents, fully executed and acknowledged where appropriate, together with all documents necessary to satisfy the Requirements set forth in _____ (the "Commitment");
- 2.03 Escrow Agent is unconditionally prepared to record the Closing Documents that are described on Exhibit B, in the order described on Exhibit B;
- 2.04 Escrow Agent has signed below and delivered a copy of this instruction letter to the undersigned; and
- 2.05 Escrow Agent has received a certificate executed by the Bond Trustee confirming the issuance of the Bonds and credit of the net proceeds thereof to project fund held by the Bond Trustee in accordance with Indenture, and that such project fund has been funded in the amount of not less than \$.
- 3.00 <u>Closing</u>. Escrow Agent is irrevocably authorized and directed by the Parties to (a) submit for recording the Closing Documents that are described on Exhibit B, IN THE ORDER described on Exhibit B, (b) release and disburse the Closing Documents, but in each case only to the parties thereto, and (c) disburse the Purchaser Funds in accordance with the Closing Statements, in each case on or before April 15, 2023, provided that the conditions set forth in Section 2 above are satisfied.

In the event any or all of the foregoing conditions precedent are not satisfied on or before April 15, 2023, the Escrow Agent shall cause all documents delivered to it to be returned to the Party that delivered the same. Such return of documents shall occur automatically unless all Parties hereto agree in writing to extend such date. In addition, Escrow Agent shall return all of the Purchaser Funds to Purchaser by wire transfer as directed by Purchaser.

4.00 Acknowledgments.

- 4.01 Purchaser acknowledges and agrees that (i) as of the date of this Agreement, all Closing Conditions have been satisfied or waived, and Purchaser hereby irrevocably authorizes the "Dry-Closing" pursuant to the terms of this Agreement, and (ii) Purchaser irrevocably authorizes the Closing (as defined in the PSA).
- 4.02 By its execution hereof, Escrow Agent is committed, upon receipt of the Purchaser Funds, to issue to Purchaser owner's policy of water right title insurance in the amount set forth in the Proforma attached hereto as Exhibit C, underwritten by _____ and exactly in the form of the Proforma attached hereto as Exhibit C (the "<u>Title Policy</u>"). Escrow Agent unequivocally agrees to provide "gap" coverage from the effective date of the Commitment through the date of recordation of the Purchaser Deed (the "<u>Gap Period</u>").

- **5.00** Effectiveness (Seller and Purchaser). Except as set forth in Section 3, no Closing Document to be deposited with Escrow Agent by the Seller or Purchaser pursuant to this Agreement shall be valid or effective for any purpose whatsoever unless and until Escrow Agent is prepared to proceed with the Closing of the transactions contemplated by the PSA pursuant to Section 2 above.
- **6.00** <u>Counterparts and Signatures</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile or electronic signatures hereon shall have the same validity as original signatures.
- **7.00** Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties hereto as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the Parties with respect to the subject matter hereof.

[Signature Page Follows]

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SELLER	.:		
Rv·			
By: Name: Title:			

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PURCHASER	! •		
By:			
By:			
Title:			

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EXHIBIT A

Closing Documents

EXHIBIT B

Order of Recording

EXHIBIT C

Pro Forma Policy

EXHIBIT C

When Recorded Return to:
Big Plains Water & Sewer Special Service District
1777 N. Meadowlark Dr.
Apple Valley, UT 84737

SPECIAL WARRANTY WATER RIGHT DEED

CEDAR POINT WATER COMPANY, INC., a Utah corporation, Grantor, hereby conveys, assigns, and warrants against all who claim by through, or under Grantor to BIG PLAINS WATER & SEWER SPECIAL SERVICE DISTRICT, a Utah Special Service District, Grantee, for the sum of \$10.00 and other good and valuable consideration, the water rights located in Washington County, Utah, and described on Exhibit A attached hereto and referenced in the Water Rights Addendum to Water Deeds attached hereto as Exhibit B (the "Water Rights").

	IN	WITNESS , 2023	WHEREOI	F, Grantor	has signed	this dee	ed on	this	_ day of
					CEDAR	POINT W	VATER	COMPA	ANY, INC.
					Name: _				
STAT	E OI	FUTAH) :ss					
COUN	VTY	OF WASHI	INGTON)					
corpor	he P	resident of	day of, the signer of Cedar Point Ved the forego	the foregoi Vater Comp	ng instrument any, Inc., and	t, who duly d that bein	y ackno ng duly	wledged authoriz	l to me that zed by said
					Notary F	Public			
					Trotary 1	uone			

Exhibit C-1

[EXHIBIT A]

Water Right #	App #	Quantity (acre feet)	Priority Date
81-5513	a49062	69 acre feet	8/5/1974
	TOTAL:	69 acre feet	

[EXHIBIT B]

[INSERT UTAH DIVISION OF WATER RIGHTS FORM WATER RIGHTS ADDENDUM TO WATER DEEDS]



Rate Sheet



Big Plains Water Special Service District Active Employees

LOCAL GOVERNMENTS RISK POOL: Rate Renewal July 1, 2023 to June 30, 2024

LGRP STANDARD MEDICAL PLANS (OON)

	Single	Double	Family
Summit Exclusive Traditional Option 1	\$597.90	\$1,237.66	\$1,674.12
Summit Exclusive Traditional Option 2	\$564.68	\$1,168.88	\$1,581.08
Summit Exclusive Traditional Option 3	\$546.76	\$1,131.80	\$1,530.94
Summit Exclusive Traditional Option 4	\$533.06	\$1,103.42	\$1,492.54
Summit Exclusive Traditional Option 5	\$515.92	\$1,067.92	\$1,444.54
Summit Exclusive STAR Option 1	\$502.64	\$1,040.48	\$1,407.40
Summit Exclusive STAR Option 2	\$497.40	\$1,029.62	\$1,392.72
Summit Exclusive STAR Option 3	\$465.78	\$964.14	\$1,304.14
Summit Exclusive STAR Option 4	\$496.00	\$1,026.72	\$1,388.80
Summit Exclusive STAR Option 5	\$427.30	\$884.50	\$1,196.42

Current Plan



Welcome to Open Enrollment 2023-24

Where to?

This document contains the following information:

- » Renewal Rates
- » Benefits Changes and Reminders
- » Optional Benefits/ Medical Riders
- » Renewal Kickoff Meetings
- » Benefit Selection Form

Online Info

<u>Click here</u> to find details about the following:

- » Medical benefits
- » Dental benefits
- » Pharmacy
- » Vision
- » PEHP FLEXS

his file provides live links to important information about PEHP's medical and dental plans, pharmacy, ancillary products, and other healthcare benefits. It also includes your 2023-24 rates and benefit selection form.

Follow these five easy steps to enroll your agency:



Review the Renewal Timeline at the bottom of this page.



Review your agency's rates. (Page 2)



Review benefit and administrative changes and options. (Pages 3-6)



Sign up to attend a LGRP Renewal Kickoff Meeting (Page 7)



Review the 2023-24 Benefit Selection Form. You'll find your current benefit selections. If you wish to maintain your current benefits, just check the box at the top of the form, sign it and return it. (Pages 8-9)

Renewal Timeline

April 3, 2023: Open Enrollment period opens.

April 11-18, 2023: Renewal Kickoff Meetings for benefits managers, providing detailed information and Q&A opportunities on the upcoming renewal.

May 19, 2023: Benefits Selection Form deadline.

May 26, 2023: Open Enrollment period closes.

July 1, 2023: New plan year begins.

Rate Sheet



Big Plains Water & Sewer Special Service District

LOCAL GOVERNMENTS RISK POOL: Rate Renewal July 1, 2023 to June 30, 2024

CURRENT MEDICAL PLAN

Summit Exclusive LGRP STAR HSA Option 4

	Single	Double	Family	
Current	\$474.64	\$982.50	\$1,328.98	
New	\$496.00	\$1,026.72	\$1,388.80	
	Current \$474.64 \$982.50			

Rx Option A B C D C
Decrement Not Applicable

Overall Medical Renewal: 4.5%

CURRENT DENTAL PLAN

Premium Dental Care (No Waiting Period)

	Single	Double	Family
Current	\$56.16	\$76.78	\$116.22
New	\$56.16	\$76.78	\$116.22

Renewal: 0.0%

Please talk to your PEHP Client Services representative about rates for alternative plan and network options.

Benefit Changes

Mental Health Benefits

The federal government passed a bill (Consolidated Appropriations Act of 2023) that would no longer allow governmental plans to opt-out of federal mental health parity requirements for plans beginning on renewal.

PEHP plans are compliant with the exception of some out of network benefits. The out of network benefits have been adjusted to meet full compliance.

Ancillary Products

- » FLEX\$ rates have increased slightly to \$2.81 for groups with medical and dental. For groups with just medical or dental the rate will be \$3.08.
- » PEHP recently completed an RFP on the vision plans and Opticare and Eyemed will continue to be vision vendors for the LGRP. You can find the updated vision rates and benefits in the online information section of this packet.

STAR HSA Option 1 Deductibles

Effective July 1, 2023 the single deductible will increase from \$1,400 to \$1,500 and the family deductible will increase from \$2,800 to \$3,000 to match the IRS minimums.

Benefit Reminders

» Cash Back Opportunities

Our Our data shows that most of your employees are missing out on cash back. Before they get any imaging or services like colonoscopies done, they should call PEHP to enroll in cash back. Rebates range from \$25 to \$2,000.

Learn more about how cash back works here: https://www.pehp.org/save.

» Double Cash Back

We double the amount of cash back paid when there is not a low-cost facility in the region. This applies to employees and their families living in the following counties:

Milford Carbon Cache Millard Daggett Paiute Duchesne San Juan San Pete **Emery** Garfield Sevier Grand Uintah Kane Wayne

The amount of cash back depends on network and facility and needs to be set up by PEHP before the procedure. So it's important for members to contact PEHP prior to service. Cash back is paid out on 160 codes, but here are five opportunities to give you an idea:

- > Colonoscopy up to \$200
- > Hip replacement up to \$4,000
- > Maternity stay up to \$500
- > MRIs and CT scans up to \$250
- > Some surgeries up to \$1,000

» Medicare Supplement

As a reminder, all PEHP plans are creditable and anyone who has ever been covered by PEHP is eligible to sign up.

Employers need to disclose to CMS that prescription drug coverage is creditable annually no later than 60 days from the beginning of a plan year (contract year, renewal year). Do so here.

» Pharmacy

PEHP's <u>Covered Drug List</u> is modified periodically with changes based on recommendations from PEHP's Pharmacy and Therapeutics Committee.

» New HSA Contribution Limits for 2023

The 2023 contribution limit is \$3,850 for single plans and \$7,750 for double/family plans. HSA catch-up contributions (age 55 & older) is \$1,000.

Optional Benefits/Medical Riders

STAR HSA Plan Preventive Drug Coverage

» Employers can provide medication coverage for employees on the STAR HSA Plan before they meet their deductible. This benefit covers certain preventive medications at regular benefits prior to deductible. See the complete list of covered drugs. The cost to add this benefit varies by plan, but ranges from 0.35% to 0.7% in additional premium. If you're interested let us know and we'll send you updated rates for 2023.

Domestic Partner

» The Domestic Partner benefit is limited to those in a committed relationship. There is no additional cost/charge added to the premium for the benefit. The cost to you is the added cost in premium, going from a single party to a two party. The claims experience would be factored into future renewals.

If you offer this benefit, you will be required to check eligibility, use the PEHP affidavit, maintain records, and impute income as necessary. Contact your PEHP Representative to get a copy of the affidavit and for questions about this benefit.

Legal Guardianship Provision

» Employers have the option to allow children under guardianship to remain covered by PEHP between ages 19-26 like natural born children. In order to continue enrollment, the guardian child must have been enrolled on the employer's coverage prior to being 18 years of age and otherwise have met the qualifications for coverage as a guardian child. PEHP will notify employers on the monthly bill if a guardian child over the age of 19 has enrolled with PEHP.

There is no additional cost to add this provision. However, if a child under guardianship does not qualify as a tax dependent under federal law, the employer may need to impute income to the employee. Employers and employees should consult their tax advisors about any tax consequences.

Make the selection on the benefits selection form to add this provision.

Gender Reassignment Surgery

» PEHP can administer the gender reassignment surgical benefit on all plans. You may choose to opt-out of this benefit by checking the "gender reassignment surgery opt-out" box in the benefit rider section of the renewal form. If this box is not checked PEHP will include this benefit in your plan.

The cost impact of this benefit is low when spread among the risk pool with low utilization expected.

Optional Benefits/Medical Riders

Bariatric Surgery

Groups with over 100 subscribers can elect to cover bariatric surgery. Pricing is available upon request. Below is the outline of the Member Eligibility Criteria and a summary of the benefit. If you are interested in adding this benefit, please talk to your Client Services Representative for more information.

Member Eligibility Criteria

This benefit is for subscriber and spouse only.

- 1. Age of at least 18 years;
- 2. BMI > 40; or
- 3. BMI > 35 with ANY of the following severe comorbidities:
 - Clinically significant obstructive sleep apnea;
 or
 - Obesity Hypoventilation Syndrome; or
 - > Coronary heart disease; or
 - Obesity causes incapacitating pain and limitation of motion of any weight-bearing joint or the lumbosacral spine documented by physical exam in association with radiologic findings showing degenerative osteoarthritis; or
 - Medically refractory hypertension (blood pressure greater than 140 mmHg systolic and/or 90 mmHg diastolic despite optimal medical management.
 - > Type 2 diabetes mellitus; or
 - > Pseudotumor cerebri; or
 - Compensated NASH or cryptogenic cirrhosis.
- 4. Covered member has been severely obese for at least five years, and metabolic causes have been ruled out or treated.
- 5. No previous bariatric surgery.

Member Commitment

Requires Pre-Authorization and completion of pre-operative qualification requirements:

 Participate in the PEHP Health Coaching for a minimum of 6 months, losing 3 BMI points in 6 months,

- Be recommended for Bariatric Surgery Pilot Program by your PCP.
- 3. Complete independent psychological evaluation and refer to EAP/LAC as appropriate (pre-op and post-op).
- 4. 1-month of tobacco abstinence, which includes refraining from cigarette usage, e-cigarette usage, or vaping; and vaping of any other substances, for the month prior to surgery.

Benefit Summary

Only gastric sleeve or gastric bypass procedures will be authorized.

Only procedures performed at a facility and practice that are certified at the Comprehensive Level by the MBSAQIP (Metabolic and Bariatric Surgery Accreditation Quality Improvement Program) will be authorized.

Providers and facilities are available on all PEHP networks.

myWellness Tracker

» myWellness Tracker is a wellness tool offered by PEHP designed to help employees and spouses create healthy habits. Employees can choose from a variety of challenges, track their progress, and earn points for completing activities.

» Cash Incentives

At the end of the plan year PEHP will send checks to those who have reached reward levels. Participants can earn \$50 per level up to \$150. FICA tax will be withheld from payments. The cash rewards for this program are in addition to all other rebates earned through Healthy Utah, PEHP Wellness improvement rebates, WeeCare, and Health Coaching.

» Cost

The cost to add this program is 0.2% of premium. This covers the PEPM fee paid to WellRight as well as the anticipated rewards that will be paid out.

Find more details about myWellness Tracker

Renewal Kickoff Meetings

Who Should Attend?

Personnel responsible for Medical, Dental, Vision, Life, & Retirement Benefits

» PEHP Medical Networks » Medical » Online Enrollment

» STAR HSA Plans » Dental » Health Savings Accounts

» Healthy Utah
» Vision
» Healthcare Reform

» Pharmacy

Regional meetings are scheduled, however you are welcome to attend any meeting that works for your schedule. Contact your Client Services Representative for questions, or to attend a meeting.

Tuesday, April 11, 9-11 a.m.

Hosted by Brooke Tuft
URS/PEHP Offices
URS Basement Conference Room
540 E. 200 S., Salt Lake City

Registration required.

Link to meeting

Wednesday, April 12, 10 a.m.-Noon

Hosted by Brian Alm

Central Utah Water Conservancy District Offices 1426 E 750 N, Building #2, Orem Registration required.

Wednesday, April 12, 9-11 a.m.

Hosted by Gabriel Woodruff-Pace North Logan City Library 475 East 2500 North, North Logan

Registration required.

Thursday, April 13, 10 a.m.-Noon

Hosted by Justin Seal

Washington City Rec Center Party Room 350 Community Center Drive, Washington Registration required.

Tuesday, April 18, 10 a.m.-Noon

Hosted by Rick Miyasaki

Vernal City Hall Community Room 374 East Main Street, Vernal

Registration required.

Contact your PEHP Representative to attend a meeting in your area.



2023-24 Benefit Selection Form



Please mark the benefit plan(s) your agency will offer to employees for the plan year starting July 1, 2023. **This form must be filled out completely and returned to PEHP by May 19, 2023.**

Questions? Contact Justin Seal at 801-366-7775.

YOUR CURRENT BENE	FITS: Big Plains W	Vater & Sewer SSD			NO CHANGES:
Medical: SSTAR4	Life/AD&D: YES	5	Domestic Partner: NO		Check this box if you
Dental: PDC	FLEX\$: NO		My Wellness Tracker: NC)	wish to maintain penefits. You must
Vision: EYE-H	LTD: NO			fill out th	ne ACA Reporting
Pharmacy: C	Legal Guardian	ship: YES		section,	if applicable.
MEDICAL BENEFITS: Summi	t Exclusive (SX), Summi	it (S), Advantage Exclu	sive (AX), Advantage (A), Pro	eferred (P) & Capital (C) N	etworks (Please mark ✓)
	Option 1	Option 2	Option 3	Option 4	Option 5
Traditional — In- & Out-of-Network Providers	SX S AX A P C	SX S AX A P	C SX S AX A P C	SX S AX A P C	SX S AX A P C
Traditional — In-Network Providers only	SX S AX A P C	SX S AX A P	C SX S AX A P C	SX S AX A P C	SX S AX A P C
STAR HSA (In- & Out-of-Network Providers)*	SX S AX A P C	SX S AX A P	C SX S AX A P C	SX S AX A P C	SX S AX A P C
*If offering a STAR HSA plan, please list	your Health Savings Ac	count (HSA) vendor:	Health Equity	Other:	
PHARMACY BENEFITS (Ple	ease mark ✔)		VISION BE	NEFITS	(Please mark ✔)
OPTION A OPTION	С ОРТ	TION G	EyeMed – PE	HP Full (EYE-H)	
OPTION B OPTION	D 🗌		EyeMed – PE	HP Eyewear Only (EYE-F)
STAR HSA EXPANDED PREVENTIVE CO	OVERAGE (Optional. See F	Page 5 for details.)	Opticare Vision Se	ervices 0-10-150/140C Exam an	d Hardware (OPT-FULL)
DENTAL BENEFITS		(Please mark ✔)	Opticare Vision	Services 10-150/140C Hard	ware Only (OPT-EYE)
Preferred Dental Care (With waiting 5-year Missing Tooth Waiting Period / 6		(PFD-W)	ANCILLAR	Y PRODUCTS	(Please mark ✔)
Preferred Dental Care (No waiting)		(PFD)		LE SPENDING	ROLLOVER
Traditional Dental Care (No waiting		(TDC)	ACCOUNT (FI	_EX\$)	GRACE PERIOD
Premium Dental Care (No waiting		(PDC)		TERM LIFE & ACCIDENTA BERMENT (AD&D) PLAN	
Essential Dental Care (No waiting p	period)	(EDC)	LONG-TERM [DISABILITY (LTD)	
			OTHER BEN	IEFITS/MEDICAL RI	DERS (Please mark ✓)
ONLINE ENROLLMENT			LEGAL GUARI	DIANSHIP	
The PEHP online enrollment portal will open within two business days of when we receive your Selection Form, and will close			DOMESTIC PA	ARTNER	
Friday, May 26, 2023.			myWELLNESS	TRACKER	
See page 2 of form for ACA Repo	orting and Agency In	formation sections	BARIATRIC SU	IRGERY (for groups over	100 subscribers)
	FING USE ONLY —				
OE Start Date: OE End		rm Verified:		SSIGNMENT SURGERY O	PT-OUT
			(May be legal	risk if excluded)	

Please return completed form by May 19, 2023

ACA GROUP REPORTING

You **only** need to complete this if you are an applicable large employer (**50+ full-time employees**) and have elected to have PEHP do your IRS ACA reporting.

New Hire Waiting Period:	Affordability:	
Date of Hire	What is the premium cost share percentage	Is there any other premium share that applies to full-time (30+ hours per
Month after Date of Hire	for a single coverage, 30-hour-per-week	week) employees not listed above? (i.e. administrators, classifieds, teachers)
30 days after Date of Hire	employee? If different, what is the	Yes,% No
60 days after Date of Hire	If different, what is the	What is the lowest annual salary for
90 days after Date of Hire	cost share for a 40-hour-per-week	a full-time employee? \$
Other (Can't be more than 90 days)	employee:	(If this doesn't meet affordability standards,
Please define:		we may contact you for more information.)
AGENCY INFORMATION I certify that all the information on this form Employer Health Insurance Agreement an		
AGENCY NAME		TOTAL NUMBER OF EMPLOYEES (INCLUDING NON-BENEFITED)
CONTACT PERSON	TITLE	EMAIL ADDRESS
		/ /
SIGNATURE	PHONE NUMBER	DATE

Table of Contents

Click on any of the following links to go directly to the page

- » Selection & participation guidelines
- » Medical plan summaries
- » Medical benefits grids
- » Medical networks
- » Dental benefits grids
- » PEHP contact information
- » Enrollment form
- » EyeMed vision plans
- » Opticare vision plans
- » Pharmacy plans
- » Expanded Preventive Drugs for STAR HSA Plan
- » FLEX\$
- » Long-Term Disability
- » Life/AD&D



LGRP Selection & Participation Guidelines

Please review carefully

Medical

- » If an agency offers multiple networks, it must select the same plan option for each network. Example: If you offer Advantage Traditional Option 1, you must offer Summit Traditional Option 1. Only one Preferred plan can be offered alongside Advantage, Capital and Summit plans.
- » An agency can offer no more than six total plan and network combinations.
- » The employer is required to contribute either 100% of the single premium or a minimum of 50% of the single, double, and family premiums. Medical plans require 80% participation of eligible employees.

Traditional Only or STAR HSA Only

Agencies with 9 subscribers* or less

» May offer only one medical plan and two networks.

Agencies with 10-50 subscribers

» May offer two medical plans and two networks.

Agencies with 51-99 subscribers

» May offer up to three medical plans and two networks.

Agencies with more than 99 subscribers

» May offer up to three medical plans and two networks.



STAR HSA and Traditional as Dual Option

Agencies with 9 subscribers or less

» Dual option is not available.

Agencies with 10-50 subscribers

- » May offer one Traditional and one STAR HSA and two networks in the following combinations:
 - > Traditional Option 1 with STAR HSA Option 1.
 - > Traditional Option 2, 3, 4 or 5 with any STAR HSA Option.

Agencies with 51-99 subscribers

- » May offer two Traditional and one STAR HSA and three networks.
 - > Traditional Option 1 with STAR HSA Option 1.
 - > Traditional Option 2, 3, 4 or 5 with any STAR HSA Option.

Agencies with more than 99 subscribers

- » May offer two Traditional and one STAR HSA and three networks.
 - > Traditional Option 1 with STAR HSA Option 1.
 - > Traditional Option 2, 3, 4 or 5 with any STAR HSA Option.

Dental

- » An agency may choose 2 of the 4 available dental plan designs.
- » The Preferred plan includes a 5-year waiting period on missing tooth and a 6-month waiting period for new enrollees in need of major dental work. An agency may choose to eliminate both waiting periods at an additional cost to the plan. The Traditional, Premium, and Essential dental plans are offered without both waiting periods.
- **»** The employer is required to contribute either 100% of the single premium or a minimum of 50% of the single, double, and family premiums. Medical plans require 80% participation of eligible employees.

Vision

- » An agency may choose to offer up to four vision plans.
- » The vision plans are completely voluntary.

Plan Summaries

Medical

- » The LGRP offers five Traditional plan options and five HSA-qualified STAR HSA plan options.
- » All LGRP plans are available on Preferred, Advantage, Capital, and Summit medical networks.
- » All Traditional plans can be offered either with In-Network and Out-of-Network provider benefits or In-Network provider only benefits.
- » The STAR HSA Plan options are only available with In-Network and Out-of-Network provider benefits.

Traditional	Deductible Individual / Family	Out-of-Pocket Individual / Family	Coinsurance Amount	Office co-pay Amount Primary / Specialist / Urgent
Option 1	\$250 / \$500	\$3,000 / \$6,000	90 / 10	\$15 / \$25 / \$35
Option 2	\$500 / \$1,000	\$4,000 / \$8,000	80 / 20	\$20 / \$30 / \$40
Option 3	\$750 / \$1,500	\$5,000 / \$10,000	80 / 20	\$25 / \$35 / \$45
Option 4	\$1,000 / \$2,000	\$6,000 / \$12,000	80 / 20	\$30 / \$40 / \$50
Option 5	\$2,000 / \$4,000	\$6,000 / \$12,000	80 / 20	\$35 / \$45 / \$55

STAR HSA	Deductible Single / Family	Out-of-Pocket Single / Family	Coinsurance Amount	Office co-pay Amount Primary / Specialist / Urgent
Option 1	\$1,500 / \$3,000	\$2,800 / \$5,600	80 / 20	20% of In-Network Rate after deductible
Option 2	\$1,500 / \$3,000	\$3,000 / \$6,000	80 / 20	20% of In-Network Rate after deductible
Option 3	\$2,000 / \$4,000	\$4,000 / \$8,000	80 / 20	20% of In-Network Rate after deductible
Option 4	\$2,500 / \$5,000	\$2,500 / \$5,000	100	None
Option 5	\$3,000 / \$6,000	\$6,000 / \$12,000	80 / 20	20% of In-Network Rate after deductible

The table is for comparison purposes only.

Please refer to the medical benefits grid or renewal packet for more detailed benefit information.



Traditional Option 1

MEDICAL BENEFITS GRID: WHAT YOU PAY

Refer to the Master Policy for specific criteria for the benefits listed below, as well as information on limitations and exclusions.

Percentages indicate your share of PEHP's In-Network Rate.

In-Network Provider Out-of-Network Provider* Summit, Advantage, Preferred, Capital Balance billing may apply **DEDUCTIBLES, PLAN MAXIMUMS, AND LIMITS** Plan year Deductible Single plans: \$250 Applies to Out-of-Pocket Maximum Double/family plans: \$250 per person, \$500 per family One person cannot meet more than \$250 Plan year Out-of-Pocket Maximum Single plans: \$3,000 Double/family plans: \$3,000 per person, \$6,000 per family Please refer to the Master Policy for exceptions to the Out-of-Pocket Maximum One person cannot meet more than \$3,000 **ANNUAL PREVENTIVE CARE** Preventive services allowed by Affordable Care Act No charge 30% after deductible Annual physical exam, immunizations. See full list at www.pehp.org/preventiveservices **PEHP VALUE PROVIDERS PEHP Value Providers** Starting at \$10 co-pay per visit Not applicable Cash Back opportunities available. Visit www.pehp.org/valueproviders **PROFESSIONAL SERVICES** 30% after deductible **Primary Care Visits** \$15 co-pay per visit Includes office surgeries, inpatient visits and Autism services \$25 co-pay per visit 30% after deductible **Specialist Visits** Includes office surgeries, inpatient visits and Autism services University of Utah Medical Group (UUMG) | Preferred plans only \$50 co-pay per visit Not applicable Surgery and Anesthesia 10% after deductible 30% after deductible \$25 co-pay per visit **Emergency Room Specialist Visits** \$25 co-pay per visit Diagnostic Tests, Labs, X-rays - Minor 30% after deductible No charge For each test allowing \$350 or less 10% after deductible 30% after deductible Diagnostic Tests, Labs, X-rays - Major For each test allowing more than \$350 PRESCRIPTION DRUGS | For Drug Tier info, see the Covered Drug List at www.pehp.org See Pharmacy options for 2023-24 Plan pays up to the discounted cost, 30-day Pharmacy minus the preferred co-pay, if Retail only applicable. You pay any balance

In- and Out-of-Network deductibles and Out-of-Pocket Maximums are combined and accumulate together.

90-day Pharmacy

Maintenance only

See Pharmacy options for 2023-24

Not covered

^{*}Out-of-Network Providers may charge more than the In-Network Rate unless they have an agreement with you not to. Any amount above the In-Network Rate may be billed to you and will not count toward your deductible or Out-of-Pocket Maximum. You pay 20% of the In-Network Rate after Out-of-Pocket Maximum is met for Out-of-Network Providers.

	In-Network Provider	Out-of-Network Provider* Balance billing may apply	
SPECIALTY DRUGS For Drug Tier info, see the Covered Drug	List at www.pehp.org		
Specialty Medications, retail pharmacy Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay	Plan pays up to discounted cost, minus the applicable co-pay. You pay any balance	
Specialty Medications, office/outpatient Up to 30-day supply	Tier A: 20% after deductible. No maximum co-pay Tier B: 30% after deductible. No maximum co-pay	Tier A: 40% after deductible. No maximum co-pay Tier B: 50% after deductible. No maximum co-pay	
Specialty Medications, through Home Health or Accredo <i>Up to 30-day supply</i>	Tier A: 20%. \$150 maximum co-pay Tier B: 30%. \$225 maximum co-pay Tier C1: 10%. No maximum co-pay Tier C2: 20%. No maximum co-pay Tier C3: 30%. No maximum co-pay	Not covered	
OUTPATIENT FACILITY SERVICES			
Outpatient Facility and Ambulatory Surgical Center	10% after deductible	30% after deductible	
Urgent Care Facility	\$35 co-pay per visit	30% after deductible	
Emergency Room <i>Emergencies only, as determined by PEHP. If admitted, inpatient facility benefit will be applied</i>	\$125 co-pay after deductible per visit	\$125 co-pay after deductible per visit	
Ambulance (ground or air) <i>Medical emergencies only, as determined by PEHP</i>	20% after deductible		
University of Utah Medical Group (UUMG) Urgent Care Preferred plans only	\$50 co-pay per visit	Not applicable	
Diagnostic Tests, Labs, X-rays – Minor For each test allowing \$350 or less, when the only services performed are diagnostic testing	No charge	30% after deductible	
Diagnostic Tests, Labs, X-rays – Major For each test allowing more than \$350, when the only services performed are diagnostic testing	10% after deductible	30% after deductible	
Chemotherapy, Radiation, and Dialysis Dialysis from out-of-network provider requires Preauthorization	10% after deductible	30% after deductible	
Physical and Occupational Therapy Outpatient — Up to 20 combined visits per plan year.	Applicable co-pay per visit	30% after deductible	
Mental Health & Substance Abuse	10% after deductible	30% after deductible	
INPATIENT FACILITY SERVICES			
Hospital Services Medical, Surgical, Mental Health, Substance Abuse and Rehabilitation All out-of-network facilities and some in-network facilities require preauthorization. See Master Policy for details. Rehabilitation up to 45 days per plan year and requires preauthorization	10% after deductible	30% after deductible	
Skilled Nursing Facility and Residential Treatment Non-custodial. Up to 60 days per plan year. Requires preauthorization	10% after deductible	Not covered	

	In-Network Provider	Out-of-Network Provider* Balance billing may apply	
MISCELLANEOUS SERVICES			
Adoption / Assisted Reproductive Technology (ART) See Master Policy for benefit limits. ART requires Preauthorization. Excludes multiple-embryo ART implants		10% after deductible, up to \$4,000 per adoption or up to \$4,000 per single-embryo ART implant	
Allergy Serum	10% after deductible	30% after deductible	
Chiropractic care Up to 20 visits per plan year	Applicable office co-pay per visit	Not covered	
Durable Medical Equipment Some DME requires preauthorization. Visit www.pehp.org for complete list. See Master Policy for benefit limits	20% after deductible Summit Network: Alpine Home Medical	30% after deductible	
Medical Supplies See Master Policy for benefit limits	20% after deductible	30% after deductible	
Home Health/Skilled Nursing Up to 60 visits per plan year. Requires Preauthorization	No charge	30% after deductible	
Hospice	No charge	30% after deductible	
Injections Includes allergy injections. See above for allergy serum	Under \$50: No charge Over \$50: 20% after deductible	30% after deductible	
Infertility Services Select services only. See Master Policy for details	10% after deductible	30% after deductible	
Temporomandibular Joint Dysfunction Non-surgical. Up to \$1,000 lifetime maximum. See Master Policy for details	10% after deductible	30% after deductible	



Traditional Option 2

MEDICAL BENEFITS GRID: WHAT YOU PAY

Refer to the Master Policy for specific criteria for the benefits listed below, as well as information on limitations and exclusions.

Percentages indicate your share of PEHP's In-Network Rate.

In-Network Provider Out-of-Network Provider* Summit, Advantage, Preferred, Capital Balance billing may apply **DEDUCTIBLES, PLAN MAXIMUMS, AND LIMITS** Plan year Deductible Single plans: \$500 Applies to Out-of-Pocket Maximum Double/family plans: \$500 per person, \$1,000 per family One person cannot meet more than \$500 Plan year Out-of-Pocket Maximum Single plans: \$4,000 Please refer to the Master Policy for exceptions to the Out-of-Pocket Maximum Double/family plans: \$4,000 per person, \$8,000 per family One person cannot meet more than \$4,000 ANNUAL PREVENTIVE CARE Preventive services allowed by Affordable Care Act No charge 40% after deductible Annual physical exam, immunizations. See full list at www.pehp.org/preventiveservices **PEHP VALUE PROVIDERS PEHP Value Providers** Starting at \$10 co-pay per visit Not applicable Cash Back opportunities available. Visit www.pehp.org/valueproviders **PROFESSIONAL SERVICES** \$20 co-pay per visit 40% after deductible **Primary Care Visits** Includes office surgeries, inpatient visits and Autism services \$30 co-pay per visit 40% after deductible **Specialist Visits** Includes office surgeries, inpatient visits and Autism services University of Utah Medical Group (UUMG) | Preferred plans only \$50 co-pay per visit Not applicable Surgery and Anesthesia 20% after deductible 40% after deductible \$30 co-pay per visit \$30 co-pay per visit **Emergency Room Specialist Visits** 40% after deductible Diagnostic Tests, Labs, X-rays - Minor No charge For each test allowing \$350 or less 20% after deductible 40% after deductible Diagnostic Tests, Labs, X-rays - Major For each test allowing more than \$350 PRESCRIPTION DRUGS | For Drug Tier info, see the Covered Drug List at www.pehp.org 30-day Pharmacy See Pharmacy options for 2023-24 Plan pays up to the discounted cost, minus the preferred co-pay, if Retail only applicable. You pay any balance

In- and Out-of-Network deductibles and Out-of-Pocket Maximums are combined and accumulate together.

90-day Pharmacy

Maintenance only

See Pharmacy options for 2023-24

Not covered

^{*}Out-of-Network Providers may charge more than the In-Network Rate unless they have an agreement with you not to. Any amount above the In-Network Rate may be billed to you and will not count toward your deductible or Out-of-Pocket Maximum. You pay 20% of the In-Network Rate after Out-of-Pocket Maximum is met for Out-of-Network Providers.

	In-Network Provider	Out-of-Network Provider* Balance billing may apply		
SPECIALTY DRUGS For Drug Tier info, see the Covered Drug	List at www.pehp.org			
Specialty Medications, retail pharmacy Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay	Plan pays up to discounted cost, minus the applicable co-pay. You pay any balance		
Specialty Medications, office/outpatient Up to 30-day supply	Tier A: 20% after deductible. No maximum co-pay Tier B: 30% after deductible. No maximum co-pay	Tier A: 40% after deductible. No maximum co-pay Tier B: 50% after deductible. No maximum co-pay		
Specialty Medications, through Home Health or Accredo Up to 30-day supply	Tier A: 20%. \$150 maximum co-pay Tier B: 30%. \$225 maximum co-pay Tier C1: 10%. No maximum co-pay Tier C2: 20%. No maximum co-pay Tier C3: 30%. No maximum co-pay	Not covered		
OUTPATIENT FACILITY SERVICES				
Outpatient Facility and Ambulatory Surgical Center	20% after deductible	40% after deductible		
Urgent Care Facility	\$40 co-pay per visit	40% after deductible		
Emergency Room Emergencies only, as determined by PEHP. If admitted, inpatient facility benefit will be applied	\$150 co-pay after deductible per visit	\$150 co-pay after deductible per visit		
Ambulance (ground or air) Medical emergencies only, as determined by PEHP	20% after deductible			
University of Utah Medical Group (UUMG) Urgent Care Preferred plans only	\$50 co-pay per visit	Not applicable		
Diagnostic Tests, Labs, X-rays – Minor For each test allowing \$350 or less, when the only services performed are diagnostic testing	No charge	40% after deductible		
Diagnostic Tests, Labs, X-rays – Major For each test allowing more than \$350, when the only services performed are diagnostic testing	20% after deductible	40% after deductible		
Chemotherapy, Radiation, and Dialysis Dialysis from out-of-network provider requires Preauthorization	20% after deductible	40% after deductible		
Physical and Occupational Therapy Outpatient — Up to 20 combined visits per plan year.	Applicable co-pay per visit	40% after deductible		
Mental Health & Substance Abuse	20% after deductible	40% after deductible		
INPATIENT FACILITY SERVICES				
Hospital Services Medical, Surgical, Mental Health, Substance Abuse and Rehabilitation All out-of-network facilities and some in-network facilities require preauthorization. See Master Policy for details. Rehabilitation up to 45 days per plan year and requires preauthorization	20% after deductible	40% after deductible		
Skilled Nursing Facility and Residential Treatment Non-custodial. Up to 60 days per plan year. Requires preauthorization	20% after deductible	Not covered		

In-Network Provider **Out-of-Network Provider*** Balance billing may apply **MISCELLANEOUS SERVICES** 20% after deductible, up to \$4,000 per adoption Adoption / Assisted Reproductive Technology (ART) or up to \$4,000 per single-embryo ART implant See Master Policy for benefit limits. ART requires Preauthorization. Excludes multiple-embryo ART implants 40% after deductible Allergy Serum 20% after deductible Chiropractic care | Up to 20 visits per plan year Applicable office co-pay per visit Not covered **Durable Medical Equipment** 20% after deductible 40% after deductible Some DME requires preauthorization. Visit www.pehp.org for complete list. Summit Network: Alpine Home Medical See Master Policy for benefit limits **Medical Supplies** 20% after deductible 40% after deductible See Master Policy for benefit limits Home Health/Skilled Nursing No charge 40% after deductible Up to 60 visits per plan year. Requires Preauthorization 40% after deductible No charge Hospice Injections Under \$50: No charge 40% after deductible Over \$50: 20% after deductible Includes allergy injections. See above for allergy serum **Infertility Services** | Select services only. See Master Policy for details 20% after deductible 40% after deductible **Temporomandibular Joint Dysfunction** 20% after deductible 40% after deductible Non-surgical. Up to \$1,000 lifetime maximum. See Master Policy for details



Traditional Option 3

MEDICAL BENEFITS GRID: WHAT YOU PAY

Refer to the Master Policy for specific criteria for the benefits listed below, as well as information on limitations and exclusions.

Percentages indicate your share of PEHP's In-Network Rate.

In-Network Provider Out-of-Network Provider* Summit, Advantage, Preferred, Capital Balance billing may apply **DEDUCTIBLES, PLAN MAXIMUMS, AND LIMITS** Plan year Deductible Single plans: \$750 Applies to Out-of-Pocket Maximum Double/family plans: \$750 per person, \$1,500 per family One person cannot meet more than \$750 Plan year Out-of-Pocket Maximum Single plans: \$5,000 Please refer to the Master Policy for exceptions to the Out-of-Pocket Maximum Double/family plans: \$5,000 per person, \$10,000 per family One person cannot meet more than \$5,000 ANNUAL PREVENTIVE CARE Preventive services allowed by Affordable Care Act No charge 40% after deductible Annual physical exam, immunizations. See full list at www.pehp.org/preventiveservices **PEHP VALUE PROVIDERS PEHP Value Providers** Starting at \$10 co-pay per visit Not applicable Cash Back opportunities available. Visit www.pehp.org/valueproviders **PROFESSIONAL SERVICES** \$25 co-pay per visit 40% after deductible **Primary Care Visits** Includes office surgeries, inpatient visits and Autism services \$35 co-pay per visit 40% after deductible **Specialist Visits** Includes office surgeries, inpatient visits and Autism services University of Utah Medical Group (UUMG) | Preferred plans only \$50 co-pay per visit Not applicable Surgery and Anesthesia 20% after deductible 40% after deductible \$35 co-pay per visit \$35 co-pay per visit **Emergency Room Specialist Visits** 40% after deductible Diagnostic Tests, Labs, X-rays - Minor No charge For each test allowing \$350 or less 20% after deductible 40% after deductible Diagnostic Tests, Labs, X-rays - Major For each test allowing more than \$350 PRESCRIPTION DRUGS | For Drug Tier info, see the Covered Drug List at www.pehp.org 30-day Pharmacy See Pharmacy options for 2023-24 Plan pays up to the discounted cost, minus the preferred co-pay, if Retail only applicable. You pay any balance

In- and Out-of-Network deductibles and Out-of-Pocket Maximums are combined and accumulate together.

90-day Pharmacy

Maintenance only

See Pharmacy options for 2023-24

Not covered

^{*}Out-of-Network Providers may charge more than the In-Network Rate unless they have an agreement with you not to. Any amount above the In-Network Rate may be billed to you and will not count toward your deductible or Out-of-Pocket Maximum. You pay 20% of the In-Network Rate after Out-of-Pocket Maximum is met for Out-of-Network Providers.

	In-Network Provider	Out-of-Network Provider* Balance billing may apply
SPECIALTY DRUGS For Drug Tier info, see the Covered Drug	List at www.pehp.org	
Specialty Medications, retail pharmacy Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay	Plan pays up to discounted cost, minus the applicable co-pay. You pay any balance
Specialty Medications, office/outpatient Up to 30-day supply	Tier A: 20% after deductible. No maximum co-pay Tier B: 30% after deductible. No maximum co-pay	Tier A: 40% after deductible. No maximum co-pay Tier B: 50% after deductible. No maximum co-pay
Specialty Medications, through Home Health or Accredo Up to 30-day supply	Tier A: 20%. \$150 maximum co-pay Tier B: 30%. \$225 maximum co-pay Tier C1: 10%. No maximum co-pay Tier C2: 20%. No maximum co-pay Tier C3: 30%. No maximum co-pay	Not covered
OUTPATIENT FACILITY SERVICES		
Outpatient Facility and Ambulatory Surgical Center	20% after deductible	40% after deductible
Urgent Care Facility	\$45 co-pay per visit	40% after deductible
Emergency Room Emergencies only, as determined by PEHP. If admitted, inpatient facility benefit will be applied	\$175 co-pay after deductible per visit	\$175 co-pay after deductible per visit
Ambulance (ground or air) Medical emergencies only, as determined by PEHP	20% after	deductible
University of Utah Medical Group (UUMG) Urgent Care Preferred plans only	\$50 co-pay per visit	Not applicable
Diagnostic Tests, Labs, X-rays – Minor For each test allowing \$350 or less, when the only services performed are diagnostic testing	No charge	40% after deductible
Diagnostic Tests, Labs, X-rays – Major For each test allowing more than \$350, when the only services performed are diagnostic testing	20% after deductible	40% after deductible
Chemotherapy, Radiation, and Dialysis Dialysis from out-of-network provider requires Preauthorization	20% after deductible	40% after deductible
Physical and Occupational Therapy Outpatient — Up to 20 combined visits per plan year.	Applicable co-pay per visit	40% after deductible
Mental Health & Substance Abuse	20% after deductible	40% after deductible
INPATIENT FACILITY SERVICES		
Hospital Services Medical, Surgical, Mental Health, Substance Abuse and Rehabilitation All out-of-network facilities and some in-network facilities require preauthorization. See Master Policy for details. Rehabilitation up to 45 days per plan year and requires preauthorization	20% after deductible	40% after deductible
Skilled Nursing Facility and Residential Treatment Non-custodial. Up to 60 days per plan year. Requires preauthorization	20% after deductible	Not covered

	In-Network Provider	Out-of-Network Provider* Balance billing may apply
MISCELLANEOUS SERVICES		
Adoption / Assisted Reproductive Technology (ART) See Master Policy for benefit limits. ART requires Preauthorization. Excludes multiple-embryo ART implants		p to \$4,000 per adoption gle-embryo ART implant
Allergy Serum	20% after deductible	40% after deductible
Chiropractic care Up to 20 visits per plan year	Applicable office co-pay per visit	Not covered
Durable Medical Equipment Some DME requires preauthorization. Visit www.pehp.org for complete list. See Master Policy for benefit limits	20% after deductible Summit Network: Alpine Home Medical	40% after deductible
Medical Supplies See Master Policy for benefit limits	20% after deductible	40% after deductible
Home Health/Skilled Nursing Up to 60 visits per plan year. Requires Preauthorization	No charge	40% after deductible
Hospice	No charge	40% after deductible
Injections Includes allergy injections. See above for allergy serum	Under \$50: No charge Over \$50: 20% after deductible	40% after deductible
Infertility Services Select services only. See Master Policy for details	20% after deductible	40% after deductible
Temporomandibular Joint Dysfunction Non-surgical. Up to \$1,000 lifetime maximum. See Master Policy for details	20% after deductible	40% after deductible



MEDICAL BENEFITS GRID: WHAT YOU PAY

Refer to the Master Policy for specific criteria for the benefits listed below, as well as information on limitations and exclusions.

Percentages indicate your share of PEHP's In-Network Rate.

In-Network Provider Out-of-Network Provider* Summit, Advantage, Preferred, Capital Balance billing may apply **DEDUCTIBLES, PLAN MAXIMUMS, AND LIMITS** Plan year Deductible Single plans: \$1,000 Applies to Out-of-Pocket Maximum Double/family plans: \$1,000 per person, \$2,000 per family One person cannot meet more than \$1,000 Plan year Out-of-Pocket Maximum Single plans: \$6,000 Please refer to the Master Policy for exceptions to the Out-of-Pocket Maximum Double/family plans: \$6,000 per person, \$12,000 per family One person cannot meet more than \$6,000 ANNUAL PREVENTIVE CARE Preventive services allowed by Affordable Care Act No charge 40% after deductible Annual physical exam, immunizations. See full list at www.pehp.org/preventiveservices **PEHP VALUE PROVIDERS PEHP Value Providers** Starting at \$10 co-pay per visit Not applicable Cash Back opportunities available. Visit www.pehp.org/valueproviders **PROFESSIONAL SERVICES** \$30 co-pay per visit 40% after deductible **Primary Care Visits** Includes office surgeries, inpatient visits and Autism services \$40 co-pay per visit 40% after deductible **Specialist Visits** Includes office surgeries, inpatient visits and Autism services University of Utah Medical Group (UUMG) | Preferred plans only \$50 co-pay per visit Not applicable Surgery and Anesthesia 20% after deductible 40% after deductible **Emergency Room Specialist Visits** \$40 co-pay per visit \$40 co-pay per visit 40% after deductible Diagnostic Tests, Labs, X-rays - Minor No charge For each test allowing \$350 or less 20% after deductible 40% after deductible Diagnostic Tests, Labs, X-rays - Major For each test allowing more than \$350 PRESCRIPTION DRUGS | For Drug Tier info, see the Covered Drug List at www.pehp.org 30-day Pharmacy See Pharmacy options for 2023-24 Plan pays up to the discounted cost, minus the preferred co-pay, if Retail only applicable. You pay any balance

In- and Out-of-Network deductibles and Out-of-Pocket Maximums are combined and accumulate together.

90-day Pharmacy

Maintenance only

See Pharmacy options for 2023-24

Not covered

^{*}Out-of-Network Providers may charge more than the In-Network Rate unless they have an agreement with you not to. Any amount above the In-Network Rate may be billed to you and will not count toward your deductible or Out-of-Pocket Maximum. You pay 20% of the In-Network Rate after Out-of-Pocket Maximum is met for Out-of-Network Providers.

	In-Network Provider	Out-of-Network Provider* Balance billing may apply
SPECIALTY DRUGS For Drug Tier info, see the Covered Drug	List at www.pehp.org	
Specialty Medications, retail pharmacy Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay	Plan pays up to discounted cost, minus the applicable co-pay. You pay any balance
Specialty Medications, office/outpatient Up to 30-day supply	Tier A: 20% after deductible. No maximum co-pay Tier B: 30% after deductible. No maximum co-pay	Tier A: 40% after deductible. No maximum co-pay Tier B: 50% after deductible. No maximum co-pay
Specialty Medications, through Home Health or Accredo Up to 30-day supply	Tier A: 20%. \$150 maximum co-pay Tier B: 30%. \$225 maximum co-pay Tier C1: 10%. No maximum co-pay Tier C2: 20%. No maximum co-pay Tier C3: 30%. No maximum co-pay	Not covered
OUTPATIENT FACILITY SERVICES		
Outpatient Facility and Ambulatory Surgical Center	20% after deductible	40% after deductible
Urgent Care Facility	\$50 co-pay per visit	40% after deductible
Emergency Room Emergencies only, as determined by PEHP. If admitted, inpatient facility benefit will be applied	\$200 co-pay after deductible per visit	\$200 co-pay after deductible per visit
Ambulance (ground or air) Medical emergencies only, as determined by PEHP	20% after	deductible
University of Utah Medical Group (UUMG) Urgent Care Preferred plans only	\$50 co-pay per visit	Not applicable
Diagnostic Tests, Labs, X-rays – Minor For each test allowing \$350 or less, when the only services performed are diagnostic testing	No charge	40% after deductible
Diagnostic Tests, Labs, X-rays – Major For each test allowing more than \$350, when the only services performed are diagnostic testing	20% after deductible	40% after deductible
Chemotherapy, Radiation, and Dialysis Dialysis from out-of-network provider requires Preauthorization	20% after deductible	40% after deductible
Physical and Occupational Therapy Outpatient — Up to 20 combined visits per plan year.	Applicable co-pay per visit	40% after deductible
Mental Health & Substance Abuse	20% after deductible	40% after deductible
INPATIENT FACILITY SERVICES		
Hospital Services Medical, Surgical, Mental Health, Substance Abuse and Rehabilitation All out-of-network facilities and some in-network facilities require preauthorization. See Master Policy for details. Rehabilitation up to 45 days per plan year and requires preauthorization	20% after deductible	40% after deductible
Skilled Nursing Facility and Residential Treatment Non-custodial. Up to 60 days per plan year. Requires preauthorization	20% after deductible	Not covered

	In-Network Provider	Out-of-Network Provider* Balance billing may apply
MISCELLANEOUS SERVICES		
Adoption / Assisted Reproductive Technology (ART) See Master Policy for benefit limits. ART requires Preauthorization. Excludes multiple-embryo ART implants		p to \$4,000 per adoption gle-embryo ART implant
Allergy Serum	20% after deductible	40% after deductible
Chiropractic care Up to 20 visits per plan year	Applicable office co-pay per visit	Not covered
Durable Medical Equipment Some DME requires preauthorization. Visit www.pehp.org for complete list. See Master Policy for benefit limits	20% after deductible Summit Network: Alpine Home Medical	40% after deductible
Medical Supplies See Master Policy for benefit limits	20% after deductible	40% after deductible
Home Health/Skilled Nursing Up to 60 visits per plan year. Requires Preauthorization	No charge	40% after deductible
Hospice	No charge	40% after deductible
Injections Includes allergy injections. See above for allergy serum	Under \$50: No charge Over \$50: 20% after deductible	40% after deductible
Infertility Services Select services only. See Master Policy for details	20% after deductible	40% after deductible
Temporomandibular Joint Dysfunction Non-surgical. Up to \$1,000 lifetime maximum. See Master Policy for details	20% after deductible	40% after deductible



MEDICAL BENEFITS GRID: WHAT YOU PAY

Refer to the Master Policy for specific criteria for the benefits listed below, as well as information on limitations and exclusions.

Percentages indicate your share of PEHP's In-Network Rate.

In-Network Provider Out-of-Network Provider* Summit, Advantage, Preferred, Capital Balance billing may apply **DEDUCTIBLES, PLAN MAXIMUMS, AND LIMITS** Plan year Deductible Single plans: \$2,000 Applies to Out-of-Pocket Maximum Double/family plans: \$2,000 per person, \$4,000 per family One person cannot meet more than \$2,000 Plan year Out-of-Pocket Maximum Single plans: \$6,000 Please refer to the Master Policy for exceptions to the Out-of-Pocket Maximum Double/family plans: \$6,000 per person, \$12,000 per family One person cannot meet more than \$6,000 ANNUAL PREVENTIVE CARE Preventive services allowed by Affordable Care Act No charge 40% after deductible Annual physical exam, immunizations. See full list at www.pehp.org/preventiveservices **PEHP VALUE PROVIDERS PEHP Value Providers** Starting at \$10 co-pay per visit Not applicable Cash Back opportunities available. Visit www.pehp.org/valueproviders **PROFESSIONAL SERVICES** \$35 co-pay per visit 40% after deductible **Primary Care Visits** Includes office surgeries, inpatient visits and Autism services \$45 co-pay per visit 40% after deductible **Specialist Visits** Includes office surgeries, inpatient visits and Autism services University of Utah Medical Group (UUMG) | Preferred plans only \$50 co-pay per visit Not applicable Surgery and Anesthesia 20% after deductible 40% after deductible **Emergency Room Specialist Visits** \$45 co-pay per visit \$45 co-pay per visit 40% after deductible Diagnostic Tests, Labs, X-rays - Minor No charge For each test allowing \$350 or less 20% after deductible 40% after deductible Diagnostic Tests, Labs, X-rays - Major For each test allowing more than \$350 PRESCRIPTION DRUGS | For Drug Tier info, see the Covered Drug List at www.pehp.org 30-day Pharmacy See Pharmacy options for 2023-24 Plan pays up to the discounted cost, minus the preferred co-pay, if Retail only applicable. You pay any balance

In- and Out-of-Network deductibles and Out-of-Pocket Maximums are combined and accumulate together.

90-day Pharmacy

Maintenance only

See Pharmacy options for 2023-24

Not covered

^{*}Out-of-Network Providers may charge more than the In-Network Rate unless they have an agreement with you not to. Any amount above the In-Network Rate may be billed to you and will not count toward your deductible or Out-of-Pocket Maximum. You pay 20% of the In-Network Rate after Out-of-Pocket Maximum is met for Out-of-Network Providers.

	In-Network Provider	Out-of-Network Provider* Balance billing may apply
SPECIALTY DRUGS For Drug Tier info, see the Covered Drug	List at www.pehp.org	
Specialty Medications, retail pharmacy Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay	Plan pays up to discounted cost, minus the applicable co-pay. You pay any balance
Specialty Medications, office/outpatient Up to 30-day supply	Tier A: 20% after deductible. No maximum co-pay Tier B: 30% after deductible. No maximum co-pay	Tier A: 40% after deductible. No maximum co-pay Tier B: 50% after deductible. No maximum co-pay
Specialty Medications, through Home Health or Accredo <i>Up to 30-day supply</i>	Tier A: 20%. \$150 maximum co-pay Tier B: 30%. \$225 maximum co-pay Tier C1: 10%. No maximum co-pay Tier C2: 20%. No maximum co-pay Tier C3: 30%. No maximum co-pay	Not covered
OUTPATIENT FACILITY SERVICES		
Outpatient Facility and Ambulatory Surgical Center	20% after deductible	40% after deductible
Urgent Care Facility	\$55 co-pay per visit	40% after deductible
Emergency Room <i>Emergencies only, as determined by PEHP. If admitted, inpatient facility benefit will be applied</i>	\$225 co-pay after deductible per visit	\$225 co-pay after deductible per visit
Ambulance (ground or air) <i>Medical emergencies only, as determined by PEHP</i>	20% after	deductible
University of Utah Medical Group (UUMG) Urgent Care Preferred plans only	\$50 co-pay per visit	Not applicable
Diagnostic Tests, Labs, X-rays – Minor For each test allowing \$350 or less, when the only services performed are diagnostic testing	No charge	40% after deductible
Diagnostic Tests, Labs, X-rays – Major For each test allowing more than \$350, when the only services performed are diagnostic testing	20% after deductible	40% after deductible
Chemotherapy, Radiation, and Dialysis Dialysis from out-of-network provider requires Preauthorization	20% after deductible	40% after deductible
Physical and Occupational Therapy Outpatient — Up to 20 combined visits per plan year.	Applicable co-pay per visit	40% after deductible
Mental Health & Substance Abuse	20% after deductible	40% after deductible
INPATIENT FACILITY SERVICES		
Hospital Services Medical, Surgical, Mental Health, Substance Abuse and Rehabilitation All out-of-network facilities and some in-network facilities require preauthorization. See Master Policy for details. Rehabilitation up to 45 days per plan year and requires preauthorization	20% after deductible	40% after deductible
Skilled Nursing Facility and Residential Treatment Non-custodial. Up to 60 days per plan year. Requires preauthorization	20% after deductible	Not covered

	In-Network Provider	Out-of-Network Provider* Balance billing may apply
MISCELLANEOUS SERVICES		
Adoption / Assisted Reproductive Technology (ART) See Master Policy for benefit limits. ART requires Preauthorization. Excludes multiple-embryo ART implants		p to \$4,000 per adoption gle-embryo ART implant
Allergy Serum	20% after deductible	40% after deductible
Chiropractic care Up to 20 visits per plan year	Applicable office co-pay per visit	Not covered
Durable Medical Equipment Some DME requires preauthorization. Visit www.pehp.org for complete list. See Master Policy for benefit limits	20% after deductible Summit Network: Alpine Home Medical	40% after deductible
Medical Supplies See Master Policy for benefit limits	20% after deductible	40% after deductible
Home Health/Skilled Nursing Up to 60 visits per plan year. Requires Preauthorization	No charge	40% after deductible
Hospice	No charge	40% after deductible
Injections Includes allergy injections. See above for allergy serum	Under \$50: No charge Over \$50: 20% after deductible	40% after deductible
Infertility Services Select services only. See Master Policy for details	20% after deductible	40% after deductible
Temporomandibular Joint Dysfunction Non-surgical. Up to \$1,000 lifetime maximum. See Master Policy for details	20% after deductible	40% after deductible



MEDICAL BENEFITS GRID: WHAT YOU PAY

Refer to the Master Policy for specific criteria for the benefits listed below, as well as information on limitations and exclusions.

Summit, Advantage, Preferred, Capital	In-Network Provider
DEDUCTIBLES, PLAN MAXIMUMS, AND LIMITS	
Plan year Deductible Applies to Out-of-Pocket Maximum	Single plans: \$250 Double/family plans: \$250 per person, \$500 per family One person cannot meet more than \$250
Plan year Out-of-Pocket Maximum Please refer to the Master Policy for exceptions to the Out-of-Pocket Maximum	Single plans: \$3,000 Double/family plans: \$3,000 per person, \$6,000 per family One person cannot meet more than \$3,000
ANNUAL PREVENTIVE CARE	
Preventive services allowed by Affordable Care Act Annual physical exam, immunizations. See full list at www.pehp.org/preventiveservices	No charge
PEHP VALUE PROVIDERS	
PEHP Value Providers Cash Back opportunities available. Visit www.pehp.org/valueproviders	Starting at \$10 co-pay per visit
PROFESSIONAL SERVICES	
Primary Care Visits Includes office surgeries, inpatient visits and Autism services	\$15 co-pay per visit
Specialist Visits Includes office surgeries, inpatient visits and Autism services	\$25 co-pay per visit
University of Utah Medical Group (UUMG) Preferred plans only	\$50 co-pay per visit
Surgery and Anesthesia	10% after deductible
Emergency Room Specialist Visits	\$25 co-pay per visit
Diagnostic Tests, Labs, X-rays – Minor For each test allowing \$350 or less	No charge
Diagnostic Tests, Labs, X-rays – Major For each test allowing more than \$350	10% after deductible
PRESCRIPTION DRUGS For Drug Tier info, see the Covered Drug	List at www.pehp.org
30-day Pharmacy <i>Retail only</i>	See Pharmacy options for 2023-24
90-day Pharmacy Maintenance only	See Pharmacy options for 2023-24

	In-Network Provider
SPECIALTY DRUGS For Drug Tier info, see the Covered Drug List at ww	vw.pehp.org
Specialty Medications, retail pharmacy Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay
Specialty Medications, office/outpatient Up to 30-day supply	Tier A: 20% after deductible. No maximum co-pay Tier B: 30% after deductible. No maximum co-pay
Specialty Medications, through Home Health or Accredo Up to 30-day supply	Tier A: 20%. \$150 maximum co-pay Tier B: 30%. \$225 maximum co-pay Tier C1: 10%. No maximum co-pay Tier C2: 20%. No maximum co-pay Tier C3: 30%. No maximum co-pay
OUTPATIENT FACILITY SERVICES	
Outpatient Facility and Ambulatory Surgical Center	10% after deductible
Urgent Care Facility	\$35 co-pay per visit
Emergency Room Emergencies only, as determined by PEHP. If admitted, inpatient facility benefit will be applied	\$125 co-pay after deductible per visit
Ambulance (ground or air) Medical emergencies only, as determined by PEHP	20% after deductible
University of Utah Medical Group (UUMG) Urgent Care Preferred plans only	\$50 co-pay per visit
Diagnostic Tests, Labs, X-rays – Minor For each test allowing \$350 or less, when the only services performed are diagnostic testing	No charge
Diagnostic Tests, Labs, X-rays – Major For each test allowing more than \$350, when the only services performed are diagnostic testing	10% after deductible
Chemotherapy, Radiation, and Dialysis Dialysis from out-of-network provider requires Preauthorization	10% after deductible
Physical and Occupational Therapy Outpatient — Up to 20 combined visits per plan year.	Applicable co-pay per visit
Mental Health & Substance Abuse	10% after deductible
INPATIENT FACILITY SERVICES	
Hospital Services Medical, Surgical, Mental Health, Substance Abuse and Rehabilitation All out-of-network facilities and some in-network facilities require preauthorization. See Master Policy for details. Rehabilitation up to 45 days per plan year and requires preauthorization	10% after deductible
Skilled Nursing Facility and Residential Treatment Non-custodial. Up to 60 days per plan year. Requires preauthorization	10% after deductible

	In-Network Provider
MISCELLANEOUS SERVICES	
Adoption / Assisted Reproductive Technology (ART) See Master Policy for benefit limits. ART requires Preauthorization. Excludes multiple-embryo ART implants	10% after deductible, up to \$4,000 per adoption or up to \$4,000 per single-embryo ART implant
Allergy Serum	10% after deductible
Chiropractic care Up to 20 visits per plan year	Applicable office co-pay per visit
Durable Medical Equipment Some DME requires preauthorization. Visit www.pehp.org for complete list. See Master Policy for benefit limits	20% after deductible Summit Network: Alpine Home Medical
Medical Supplies See Master Policy for benefit limits	20% after deductible
Home Health/Skilled Nursing Up to 60 visits per plan year. Requires Preauthorization	No charge
Hospice	No charge
Injections Includes allergy injections. See above for allergy serum	Under \$50: No charge Over \$50: 20% after deductible
Infertility Services Select services only. See Master Policy for details	10% after deductible
Temporomandibular Joint Dysfunction Non-surgical. Up to \$1,000 lifetime maximum. See Master Policy for details	10% after deductible



MEDICAL BENEFITS GRID: WHAT YOU PAY

Refer to the Master Policy for specific criteria for the benefits listed below, as well as information on limitations and exclusions.

Summit, Advantage, Preferred, Capital	In-Network Provider
DEDUCTIBLES, PLAN MAXIMUMS, AND LIMITS	
Plan year Deductible Applies to Out-of-Pocket Maximum	Single plans: \$500 Double/family plans: \$500 per person, \$1,000 per family One person cannot meet more than \$500
Plan year Out-of-Pocket Maximum Please refer to the Master Policy for exceptions to the Out-of-Pocket Maximum	Single plans: \$4,000 Double/family plans: \$4,000 per person, \$8,000 per family One person cannot meet more than \$4,000
ANNUAL PREVENTIVE CARE	
Preventive services allowed by Affordable Care Act Annual physical exam, immunizations. See full list at www.pehp.org/preventiveservices	No charge
PEHP VALUE PROVIDERS	
PEHP Value Providers Cash Back opportunities available. Visit www.pehp.org/valueproviders	Starting at \$10 co-pay per visit
PROFESSIONAL SERVICES	
Primary Care Visits Includes office surgeries, inpatient visits and Autism services	\$20 co-pay per visit
Specialist Visits Includes office surgeries, inpatient visits and Autism services	\$30 co-pay per visit
University of Utah Medical Group (UUMG) Preferred plans only	\$50 co-pay per visit
Surgery and Anesthesia	20% after deductible
Emergency Room Specialist Visits	\$30 co-pay per visit
Diagnostic Tests, Labs, X-rays – Minor For each test allowing \$350 or less	No charge
Diagnostic Tests, Labs, X-rays – Major For each test allowing more than \$350	20% after deductible
PRESCRIPTION DRUGS For Drug Tier info, see the Covered Drug Lis	st at www.pehp.org
30-day Pharmacy <i>Retail only</i>	See Pharmacy options for 2023-24
90-day Pharmacy Maintenance only	See Pharmacy options for 2023-24

	In-Network Provider	
SPECIALTY DRUGS For Drug Tier info, see the Covered Drug List at www.pehp.org		
Specialty Medications, retail pharmacy Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay	
Specialty Medications, office/outpatient Up to 30-day supply	Tier A: 20% after deductible. No maximum co-pay Tier B: 30% after deductible. No maximum co-pay	
Specialty Medications, through Home Health or Accredo Up to 30-day supply	Tier A: 20%. \$150 maximum co-pay Tier B: 30%. \$225 maximum co-pay Tier C1: 10%. No maximum co-pay Tier C2: 20%. No maximum co-pay Tier C3: 30%. No maximum co-pay	
OUTPATIENT FACILITY SERVICES		
Outpatient Facility and Ambulatory Surgical Center	20% after deductible	
Urgent Care Facility	\$40 co-pay per visit	
Emergency Room Emergencies only, as determined by PEHP. If admitted, inpatient facility benefit will be applied	\$150 co-pay after deductible per visit	
Ambulance (ground or air) Medical emergencies only, as determined by PEHP	20% after deductible	
University of Utah Medical Group (UUMG) Urgent Care Preferred plans only	\$50 co-pay per visit	
Diagnostic Tests, Labs, X-rays – Minor For each test allowing \$350 or less, when the only services performed are diagnostic testing	No charge	
Diagnostic Tests, Labs, X-rays – Major For each test allowing more than \$350, when the only services performed are diagnostic testing	20% after deductible	
Chemotherapy, Radiation, and Dialysis Dialysis from out-of-network provider requires Preauthorization	20% after deductible	
Physical and Occupational Therapy Outpatient — Up to 20 combined visits per plan year.	Applicable co-pay per visit	
Mental Health & Substance Abuse	20% after deductible	
INPATIENT FACILITY SERVICES		
Hospital Services Medical, Surgical, Mental Health, Substance Abuse and Rehabilitation All out-of-network facilities and some in-network facilities require preauthorization. See Master Policy for details. Rehabilitation up to 45 days per plan year and requires preauthorization	20% after deductible	
Skilled Nursing Facility and Residential Treatment Non-custodial. Up to 60 days per plan year. Requires preauthorization	20% after deductible	

	In-Network Provider
MISCELLANEOUS SERVICES	
Adoption / Assisted Reproductive Technology (ART) See Master Policy for benefit limits. ART requires Preauthorization. Excludes multiple-embryo ART implants	20% after deductible, up to \$4,000 per adoption or up to \$4,000 per single-embryo ART implant
Allergy Serum	20% after deductible
Chiropractic care Up to 20 visits per plan year	Applicable office co-pay per visit
Durable Medical Equipment Some DME requires preauthorization. Visit www.pehp.org for complete list. See Master Policy for benefit limits	20% after deductible Summit Network: Alpine Home Medical
Medical Supplies See Master Policy for benefit limits	20% after deductible
Home Health/Skilled Nursing Up to 60 visits per plan year. Requires Preauthorization	No charge
Hospice	No charge
Injections Includes allergy injections. See above for allergy serum	Under \$50: No charge Over \$50: 20% after deductible
Infertility Services Select services only. See Master Policy for details	20% after deductible
Temporomandibular Joint Dysfunction Non-surgical. Up to \$1,000 lifetime maximum. See Master Policy for details	20% after deductible



MEDICAL BENEFITS GRID: WHAT YOU PAY

Refer to the Master Policy for specific criteria for the benefits listed below, as well as information on limitations and exclusions.

Summit, Advantage, Preferred, Capital	In-Network Provider	
DEDUCTIBLES, PLAN MAXIMUMS, AND LIMITS		
Plan year Deductible Applies to Out-of-Pocket Maximum	Single plans: \$750 Double/family plans: \$750 per person, \$1,500 per family One person cannot meet more than \$750	
Plan year Out-of-Pocket Maximum Please refer to the Master Policy for exceptions to the Out-of-Pocket Maximum	Single plans: \$5,000 Double/family plans: \$5,000 per person, \$10,000 per family One person cannot meet more than \$5,000	
ANNUAL PREVENTIVE CARE		
Preventive services allowed by Affordable Care Act Annual physical exam, immunizations. See full list at www.pehp.org/preventiveservices	No charge	
PEHP VALUE PROVIDERS		
PEHP Value Providers Cash Back opportunities available. Visit www.pehp.org/valueproviders	Starting at \$10 co-pay per visit	
PROFESSIONAL SERVICES		
Primary Care Visits Includes office surgeries, inpatient visits and Autism services	\$25 co-pay per visit	
Specialist Visits Includes office surgeries, inpatient visits and Autism services	\$35 co-pay per visit	
University of Utah Medical Group (UUMG) Preferred plans only	\$50 co-pay per visit	
Surgery and Anesthesia	20% after deductible	
Emergency Room Specialist Visits	\$35 co-pay per visit	
Diagnostic Tests, Labs, X-rays – Minor For each test allowing \$350 or less	No charge	
Diagnostic Tests, Labs, X-rays – Major For each test allowing more than \$350	20% after deductible	
PRESCRIPTION DRUGS For Drug Tier info, see the Covered Drug List	t at www.pehp.org	
30-day Pharmacy <i>Retail only</i>	See Pharmacy options for 2023-24	
90-day Pharmacy Maintenance only	See Pharmacy options for 2023-24	

	In-Network Provider		
SPECIALTY DRUGS For Drug Tier info, see the Covered Drug List at www.pehp.org			
Specialty Medications, retail pharmacy Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay		
Specialty Medications, office/outpatient Up to 30-day supply	Tier A: 20% after deductible. No maximum co-pay Tier B: 30% after deductible. No maximum co-pay		
Specialty Medications, through Home Health or Accredo Up to 30-day supply	Tier A: 20%. \$150 maximum co-pay Tier B: 30%. \$225 maximum co-pay Tier C1: 10%. No maximum co-pay Tier C2: 20%. No maximum co-pay Tier C3: 30%. No maximum co-pay		
OUTPATIENT FACILITY SERVICES			
Outpatient Facility and Ambulatory Surgical Center	20% after deductible		
Urgent Care Facility	\$45 co-pay per visit		
Emergency Room Emergencies only, as determined by PEHP. If admitted, inpatient facility benefit will be applied	\$175 co-pay after deductible per visit		
Ambulance (ground or air) Medical emergencies only, as determined by PEHP	20% after deductible		
University of Utah Medical Group (UUMG) Urgent Care Preferred plans only	\$50 co-pay per visit		
Diagnostic Tests, Labs, X-rays – Minor For each test allowing \$350 or less, when the only services performed are diagnostic testing	No charge		
Diagnostic Tests, Labs, X-rays – Major For each test allowing more than \$350, when the only services performed are diagnostic testing	20% after deductible		
Chemotherapy, Radiation, and Dialysis Dialysis from out-of-network provider requires Preauthorization	20% after deductible		
Physical and Occupational Therapy Outpatient — Up to 20 combined visits per plan year.	Applicable co-pay per visit		
Mental Health & Substance Abuse	20% after deductible		
INPATIENT FACILITY SERVICES			
Hospital Services Medical, Surgical, Mental Health, Substance Abuse and Rehabilitation All out-of-network facilities and some in-network facilities require preauthorization. See Master Policy for details. Rehabilitation up to 45 days per plan year and requires preauthorization	20% after deductible		
Skilled Nursing Facility and Residential Treatment Non-custodial. Up to 60 days per plan year. Requires preauthorization	20% after deductible		

	In-Network Provider	
MISCELLANEOUS SERVICES		
Adoption / Assisted Reproductive Technology (ART) See Master Policy for benefit limits. ART requires Preauthorization. Excludes multiple-embryo ART implants	20% after deductible, up to \$4,000 per adoption or up to \$4,000 per single-embryo ART implant	
Allergy Serum	20% after deductible	
Chiropractic care Up to 20 visits per plan year	Applicable office co-pay per visit	
Durable Medical Equipment Some DME requires preauthorization. Visit www.pehp.org for complete list. See Master Policy for benefit limits	20% after deductible Summit Network: Alpine Home Medical	
Medical Supplies See Master Policy for benefit limits	20% after deductible	
Home Health/Skilled Nursing Up to 60 visits per plan year. Requires Preauthorization	No charge	
Hospice	No charge	
Injections Includes allergy injections. See above for allergy serum	Under \$50: No charge Over \$50: 20% after deductible	
Infertility Services Select services only. See Master Policy for details	20% after deductible	
Temporomandibular Joint Dysfunction Non-surgical. Up to \$1,000 lifetime maximum. See Master Policy for details	20% after deductible	



MEDICAL BENEFITS GRID: WHAT YOU PAY

Refer to the Master Policy for specific criteria for the benefits listed below, as well as information on limitations and exclusions.

Summit, Advantage, Preferred, Capital	In-Network Provider	
DEDUCTIBLES, PLAN MAXIMUMS, AND LIMITS		
Plan year Deductible Applies to Out-of-Pocket Maximum	Single plans: \$1,000 Double/family plans: \$1,000 per person, \$2,000 per family One person cannot meet more than \$1,000	
Plan year Out-of-Pocket Maximum Please refer to the Master Policy for exceptions to the Out-of-Pocket Maximum	Single plans: \$6,000 Double/family plans: \$6,000 per person, \$12,000 per family One person cannot meet more than \$6,000	
ANNUAL PREVENTIVE CARE		
Preventive services allowed by Affordable Care Act Annual physical exam, immunizations. See full list at www.pehp.org/preventiveservices	No charge	
PEHP VALUE PROVIDERS		
PEHP Value Providers Cash Back opportunities available. Visit www.pehp.org/valueproviders	Starting at \$10 co-pay per visit	
PROFESSIONAL SERVICES		
Primary Care Visits Includes office surgeries, inpatient visits and Autism services	\$30 co-pay per visit	
Specialist Visits Includes office surgeries, inpatient visits and Autism services	\$40 co-pay per visit	
University of Utah Medical Group (UUMG) Preferred plans only	\$50 co-pay per visit	
Surgery and Anesthesia	20% after deductible	
Emergency Room Specialist Visits	\$40 co-pay per visit	
Diagnostic Tests, Labs, X-rays – Minor For each test allowing \$350 or less	No charge	
Diagnostic Tests, Labs, X-rays – Major For each test allowing more than \$350	20% after deductible	
PRESCRIPTION DRUGS For Drug Tier info, see the Covered Drug Li	st at www.pehp.org	
30-day Pharmacy <i>Retail only</i>	See Pharmacy options for 2023-24	
90-day Pharmacy Maintenance only	See Pharmacy options for 2023-24	

	In-Network Provider		
SPECIALTY DRUGS For Drug Tier info, see the Covered Drug List at www.pehp.org			
Specialty Medications, retail pharmacy Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay		
Specialty Medications, office/outpatient Up to 30-day supply	Tier A: 20% after deductible. No maximum co-pay Tier B: 30% after deductible. No maximum co-pay		
Specialty Medications, through Home Health or Accredo Up to 30-day supply	Tier A: 20%. \$150 maximum co-pay Tier B: 30%. \$225 maximum co-pay Tier C1: 10%. No maximum co-pay Tier C2: 20%. No maximum co-pay Tier C3: 30%. No maximum co-pay		
OUTPATIENT FACILITY SERVICES			
Outpatient Facility and Ambulatory Surgical Center	20% after deductible		
Urgent Care Facility	\$50 co-pay per visit		
Emergency Room Emergencies only, as determined by PEHP. If admitted, inpatient facility benefit will be applied	\$200 co-pay after deductible per visit		
Ambulance (ground or air) Medical emergencies only, as determined by PEHP	20% after deductible		
University of Utah Medical Group (UUMG) Urgent Care Preferred plans only	\$50 co-pay per visit		
Diagnostic Tests, Labs, X-rays – Minor For each test allowing \$350 or less, when the only services performed are diagnostic testing	No charge		
Diagnostic Tests, Labs, X-rays – Major For each test allowing more than \$350, when the only services performed are diagnostic testing	20% after deductible		
Chemotherapy, Radiation, and Dialysis Dialysis from out-of-network provider requires Preauthorization	20% after deductible		
Physical and Occupational Therapy Outpatient — Up to 20 combined visits per plan year.	Applicable co-pay per visit		
Mental Health & Substance Abuse	20% after deductible		
INPATIENT FACILITY SERVICES			
Hospital Services Medical, Surgical, Mental Health, Substance Abuse and Rehabilitation All out-of-network facilities and some in-network facilities require preauthorization. See Master Policy for details. Rehabilitation up to 45 days per plan year and requires preauthorization	20% after deductible		
Skilled Nursing Facility and Residential Treatment Non-custodial. Up to 60 days per plan year. Requires preauthorization	20% after deductible		

	In-Network Provider	
MISCELLANEOUS SERVICES		
Adoption / Assisted Reproductive Technology (ART) See Master Policy for benefit limits. ART requires Preauthorization. Excludes multiple-embryo ART implants	20% after deductible, up to \$4,000 per adoption or up to \$4,000 per single-embryo ART implant	
Allergy Serum	20% after deductible	
Chiropractic care Up to 20 visits per plan year	Applicable office co-pay per visit	
Durable Medical Equipment Some DME requires preauthorization. Visit www.pehp.org for complete list. See Master Policy for benefit limits	20% after deductible Summit Network: Alpine Home Medical	
Medical Supplies See Master Policy for benefit limits	20% after deductible	
Home Health/Skilled Nursing Up to 60 visits per plan year. Requires Preauthorization	No charge	
Hospice	No charge	
Injections Includes allergy injections. See above for allergy serum	Under \$50: No charge Over \$50: 20% after deductible	
Infertility Services Select services only. See Master Policy for details	20% after deductible	
Temporomandibular Joint Dysfunction Non-surgical. Up to \$1,000 lifetime maximum. See Master Policy for details	20% after deductible	



MEDICAL BENEFITS GRID: WHAT YOU PAY

Refer to the Master Policy for specific criteria for the benefits listed below, as well as information on limitations and exclusions.

Summit, Advantage, Preferred, Capital	In-Network Provider	
DEDUCTIBLES, PLAN MAXIMUMS, AND LIMITS		
Plan year Deductible Applies to Out-of-Pocket Maximum	Single plans: \$2,000 Double/family plans: \$2,000 per person, \$4,000 per family One person cannot meet more than \$2,000	
Plan year Out-of-Pocket Maximum Please refer to the Master Policy for exceptions to the Out-of-Pocket Maximum	Single plans: \$6,000 Double/family plans: \$6,000 per person, \$12,000 per family One person cannot meet more than \$6,000	
ANNUAL PREVENTIVE CARE		
Preventive services allowed by Affordable Care Act Annual physical exam, immunizations. See full list at www.pehp.org/preventiveservices	No charge	
PEHP VALUE PROVIDERS		
PEHP Value Providers Cash Back opportunities available. Visit www.pehp.org/valueproviders	Starting at \$10 co-pay per visit	
PROFESSIONAL SERVICES		
Primary Care Visits Includes office surgeries, inpatient visits and Autism services	\$35 co-pay per visit	
Specialist Visits Includes office surgeries, inpatient visits and Autism services	\$45 co-pay per visit	
University of Utah Medical Group (UUMG) Preferred plans only	\$50 co-pay per visit	
Surgery and Anesthesia	20% after deductible	
Emergency Room Specialist Visits	\$45 co-pay per visit	
Diagnostic Tests, Labs, X-rays – Minor For each test allowing \$350 or less	No charge	
Diagnostic Tests, Labs, X-rays – Major For each test allowing more than \$350	20% after deductible	
PRESCRIPTION DRUGS For Drug Tier info, see the Covered Drug Lis	st at www.pehp.org	
30-day Pharmacy <i>Retail only</i>	See Pharmacy options for 2023-24	
90-day Pharmacy Maintenance only	See Pharmacy options for 2023-24	

	In-Network Provider		
SPECIALTY DRUGS For Drug Tier info, see the Covered Drug List at www.pehp.org			
Specialty Medications, retail pharmacy Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay		
Specialty Medications, office/outpatient Up to 30-day supply	Tier A: 20% after deductible. No maximum co-pay Tier B: 30% after deductible. No maximum co-pay		
Specialty Medications, through Home Health or Accredo Up to 30-day supply	Tier A: 20%. \$150 maximum co-pay Tier B: 30%. \$225 maximum co-pay Tier C1: 10%. No maximum co-pay Tier C2: 20%. No maximum co-pay Tier C3: 30%. No maximum co-pay		
OUTPATIENT FACILITY SERVICES			
Outpatient Facility and Ambulatory Surgical Center	20% after deductible		
Urgent Care Facility	\$55 co-pay per visit		
Emergency Room Emergencies only, as determined by PEHP. If admitted, inpatient facility benefit will be applied	\$225 co-pay after deductible per visit		
Ambulance (ground or air) Medical emergencies only, as determined by PEHP	20% after deductible		
University of Utah Medical Group (UUMG) Urgent Care Preferred plans only	\$50 co-pay per visit		
Diagnostic Tests, Labs, X-rays – Minor For each test allowing \$350 or less, when the only services performed are diagnostic testing	No charge		
Diagnostic Tests, Labs, X-rays – Major For each test allowing more than \$350, when the only services performed are diagnostic testing	20% after deductible		
Chemotherapy, Radiation, and Dialysis Dialysis from out-of-network provider requires Preauthorization	20% after deductible		
Physical and Occupational Therapy Outpatient — Up to 20 combined visits per plan year.	Applicable co-pay per visit		
Mental Health & Substance Abuse	20% after deductible		
INPATIENT FACILITY SERVICES			
Hospital Services Medical, Surgical, Mental Health, Substance Abuse and Rehabilitation All out-of-network facilities and some in-network facilities require preauthorization. See Master Policy for details. Rehabilitation up to 45 days per plan year and requires preauthorization	20% after deductible		
Skilled Nursing Facility and Residential Treatment Non-custodial. Up to 60 days per plan year. Requires preauthorization	20% after deductible		

	In-Network Provider	
MISCELLANEOUS SERVICES		
Adoption / Assisted Reproductive Technology (ART) See Master Policy for benefit limits. ART requires Preauthorization. Excludes multiple-embryo ART implants	20% after deductible, up to \$4,000 per adoption or up to \$4,000 per single-embryo ART implant	
Allergy Serum	20% after deductible	
Chiropractic care Up to 20 visits per plan year	Applicable office co-pay per visit	
Durable Medical Equipment Some DME requires preauthorization. Visit www.pehp.org for complete list. See Master Policy for benefit limits	20% after deductible Summit Network: Alpine Home Medical	
Medical Supplies See Master Policy for benefit limits	20% after deductible	
Home Health/Skilled Nursing Up to 60 visits per plan year. Requires Preauthorization	No charge	
Hospice	No charge	
Injections Includes allergy injections. See above for allergy serum	Under \$50: No charge Over \$50: 20% after deductible	
Infertility Services Select services only. See Master Policy for details	20% after deductible	
Temporomandibular Joint Dysfunction Non-surgical. Up to \$1,000 lifetime maximum. See Master Policy for details	20% after deductible	



Maintenance only

MEDICAL BENEFITS GRID: WHAT YOU PAY

Refer to the Master Policy for specific criteria for the benefits listed below, as well as information on limitations and exclusions.

Percentages indicate your share of PEHP's In-Network Rate.

SIAR HSA Option 1 Summit, Advantage, Preferred, Capital	In-Network Provider	Out-of-Network Provider* Balance billing may apply	
DEDUCTIBLES, PLAN MAXIMUMS, AND L	IMITS		
Plan year Deductible Applies to Out-of-Pocket Maximum	Single plans: \$1,500 Double/family plans: \$3,000 One person or a combination can meet the \$3,000 dou	ıble/family deductible	
Plan year Out-of-Pocket Maximum	Single plans: \$2,800 Double/family plans: \$5,600 One person or a combination can meet the \$5,600 dou		
ANNUAL PREVENTIVE CARE			
Preventive services allowed by Affordable Care Act Annual physical exam, immunizations. See full list at www.pehp.org/preventiveservices	No charge	40% after deductible	
PEHP VALUE PROVIDERS			
PEHP Value Providers Cash Back opportunities available. Visit www.pehp.org/valueproviders	20% after deductible	Not applicable	
PROFESSIONAL SERVICES			
Primary Care Visits Includes office surgeries, inpatient visits and Autism services	20% after deductible	40% after deductible	
Specialist Visits Includes office surgeries, inpatient visits and Autism services	20% after deductible	40% after deductible	
University of Utah Medical Group (UUMG) Preferred plans only	20% after deductible	Not applicable	
Surgery and Anesthesia	20% after deductible	40% after deductible	
Emergency Room Specialist Visits	20% after deductible	20% after deductible	
Diagnostic Tests, Labs, X-rays	20% after deductible	40% after deductible	
PRESCRIPTION DRUGS All pharmacy benefits for The STAR Plan are subject to the deductible. For Drug Tier info, see the Covered Drug List at www.pehp.org			
30-day Pharmacy <i>Retail only</i>	See Pharmacy options for 2023-24	Plan pays up to the discounted cost, minus the preferred co-pay, if applicable. You pay any balance	
90-day Pharmacy	See Pharmacy options for 2023-24	Not covered	

In- and Out-of-Network deductibles and Out-of-Pocket Maximums are combined and accumulate together.

^{*}Out-of-Network Providers may charge more than the In-Network Rate unless they have an agreement with you not to. Any amount above the In-Network Rate may be billed to you and will not count toward your deductible or Out-of-Pocket Maximum. You pay 20% of the In-Network Rate after Out-of-Pocket Maximum is met for Out-of-Network Providers.

	In-Network Provider	Out-of-Network Provider* Balance billing may apply		
PRESCRIPTION DRUGS All pharmacy benefits for The S	PRESCRIPTION DRUGS All pharmacy benefits for The STAR Plan are subject to the deductible. For Drug Tier info, see the Covered Drug List at www.pehp.org			
Specialty Medications, retail pharmacy Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay	Plan pays up to discounted cost, minus the applicable co-pay. You pay any balance		
Specialty Medications, office/outpatient Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay	Tier A: 40%. No maximum co-pay Tier B: 50%. No maximum co-pay		
Specialty Medications, through Home Health or Accredo Up to 30-day supply	Tier A: 20%. \$150 maximum co-pay Tier B: 30%. \$225 maximum co-pay Tier C1: 10%. No maximum co-pay Tier C2: 20%. No maximum co-pay Tier C3: 30%. No maximum co-pay	Not covered		
OUTPATIENT FACILITY SERVICES	OUTPATIENT FACILITY SERVICES			
Outpatient Facility and Ambulatory Surgical Center	20% after deductible	40% after deductible		
Urgent Care Facility	20% after deductible	40% after deductible		
Emergency Room Emergencies only, as determined by PEHP. If admitted, inpatient facility benefit will be applied	20% after deductible	20% after deductible		
Ambulance (ground or air) Medical emergencies only, as determined by PEHP	20% after	deductible		
University of Utah Medical Group (UUMG) Urgent Care Preferred plans only	20% after deductible	Not applicable		
Diagnostic Tests, Labs, X-rays	20% after deductible	40% after deductible		
Chemotherapy, Radiation, and Dialysis Dialysis from out-of-network provider requires Preauthorization	20% after deductible	40% after deductible		
Physical and Occupational Therapy Outpatient — Up to 20 combined visits per plan year.	20% after deductible	40% after deductible		
Mental Health & Substance Abuse	20% after deductible	40% after deductible		
INPATIENT FACILITY SERVICES				
Hospital Services Medical, Surgical, Mental Health, Substance Abuse and Rehabilitation All out-of-network facilities and some in-network facilities require preauthorization. See Master Policy for details. Rehabilitation up to 45 days per plan year and requires preauthorization	20% after deductible	40% after deductible		
Skilled Nursing Facility and Residential Treatment Non-custodial. Up to 60 days per plan year. Requires preauthorization	20% after deductible	Not covered		

	In-Network Provider	Out-of-Network Provider* Balance billing may apply
MISCELLANEOUS SERVICES		
Adoption / Assisted Reproductive Technology (ART) See Master Policy for benefit limits. ART requires Preauthorization. Excludes multiple-embryo ART implants	20% after deductible, up to \$4,000 per ac embryo ART implant	doption or up to \$4,000 per single-
Allergy Serum	20% after deductible	40% after deductible
Chiropractic care Up to 20 visits per plan year	20% after deductible	Not covered
Durable Medical Equipment Some DME requires preauthorization. Visit www.pehp.org for complete list. See Master Policy for benefit limits	20% after deductible Summit Network: Alpine Home Medical	40% after deductible
Medical Supplies See Master Policy for benefit limits	20% after deductible	40% after deductible
Home Health/Skilled Nursing Up to 60 visits per plan year. Requires Preauthorization	20% after deductible	40% after deductible
Hospice	20% after deductible	40% after deductible
Injections Includes allergy injections. See above for allergy serum	20% after deductible	40% after deductible
Infertility Services Select services only. See Master Policy for details.	20% after deductible	40% after deductible
Temporomandibular Joint Dysfunction Non-surgical. Up to \$1,000 lifetime maximum	20% after deductible	40% after deductible



MEDICAL BENEFITS GRID: WHAT YOU PAY

Refer to the Master Policy for specific criteria for the benefits listed below, as well as information on limitations and exclusions.

Percentages indicate your share of PEHP's In-Network Rate.

SIAR HSA Option 2 Summit, Advantage, Preferred, Capital	In-Network Provider	Out-of-Network Provider* Balance billing may apply
DEDUCTIBLES, PLAN MAXIMUMS, AND L	.IMITS	
Plan year Deductible Applies to Out-of-Pocket Maximum	Single plans: \$1,500 Double/family plans: \$3,000 One person or a combination can meet the \$3,000 double/family deductible	
Plan year Out-of-Pocket Maximum	Single plans: \$3,000 Double/family plans: \$6,000 One person or a combination can meet the \$6,000 double/family maximum	
ANNUAL PREVENTIVE CARE		
Preventive services allowed by Affordable Care Act Annual physical exam, immunizations. See full list at www.pehp.org/preventiveservices	No charge	40% after deductible
PEHP VALUE PROVIDERS		
PEHP Value Providers Cash Back opportunities available. Visit www.pehp.org/valueproviders	20% after deductible	Not applicable
PROFESSIONAL SERVICES		
Primary Care Visits Includes office surgeries, inpatient visits and Autism services	20% after deductible	40% after deductible
Specialist Visits Includes office surgeries, inpatient visits and Autism services	20% after deductible	40% after deductible
$\textbf{University of Utah Medical Group (UUMG)} \ \textit{Preferred plans only}$	20% after deductible	Not applicable
Surgery and Anesthesia	20% after deductible	40% after deductible
Emergency Room Specialist Visits	20% after deductible	20% after deductible
Diagnostic Tests, Labs, X-rays	20% after deductible	40% after deductible
PRESCRIPTION DRUGS All pharmacy benefits for The	STAR Plan are subject to the deductible. For Drug Ti	er info, see the Covered Drug List at www.pehp.org
30-day Pharmacy <i>Retail only</i>	See Pharmacy options for 2023-24	Plan pays up to the discounted cost, minus the preferred co-pay, if applicable. You pay any balance
90-day Pharmacy	See Pharmacy options for 2023-24	Not covered

In- and Out-of-Network deductibles and Out-of-Pocket Maximums are combined and accumulate together.

Maintenance only

^{*}Out-of-Network Providers may charge more than the In-Network Rate unless they have an agreement with you not to. Any amount above the In-Network Rate may be billed to you and will not count toward your deductible or Out-of-Pocket Maximum. You pay 20% of the In-Network Rate after Out-of-Pocket Maximum is met for Out-of-Network Providers.

	In-Network Provider	Out-of-Network Provider* Balance billing may apply
PRESCRIPTION DRUGS All pharmacy benefits for The S	TAR Plan are subject to the deductible. For Drug Tio	er info, see the Covered Drug List at www.pehp.org
Specialty Medications, retail pharmacy Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay	Plan pays up to discounted cost, minus the applicable co-pay. You pay any balance
Specialty Medications, office/outpatient Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay	Tier A: 40%. No maximum co-pay Tier B: 50%. No maximum co-pay
Specialty Medications, through Home Health or Accredo Up to 30-day supply	Tier A: 20%. \$150 maximum co-pay Tier B: 30%. \$225 maximum co-pay Tier C1: 10%. No maximum co-pay Tier C2: 20%. No maximum co-pay Tier C3: 30%. No maximum co-pay	Not covered
OUTPATIENT FACILITY SERVICES		
Outpatient Facility and Ambulatory Surgical Center	20% after deductible	40% after deductible
Urgent Care Facility	20% after deductible	40% after deductible
Emergency Room Emergencies only, as determined by PEHP. If admitted, inpatient facility benefit will be applied	20% after deductible	20% after deductible
Ambulance (ground or air) Medical emergencies only, as determined by PEHP	20% after deductible	
University of Utah Medical Group (UUMG) Urgent Care Preferred plans only	20% after deductible	Not applicable
Diagnostic Tests, Labs, X-rays	20% after deductible	40% after deductible
Chemotherapy, Radiation, and Dialysis Dialysis from out-of-network provider requires Preauthorization	20% after deductible	40% after deductible
Physical and Occupational Therapy Outpatient — Up to 20 combined visits per plan year.	20% after deductible	40% after deductible
Mental Health & Substance Abuse Requires Preauthorization	20% after deductible	40% after deductible
INPATIENT FACILITY SERVICES		
Hospital Services Medical, Surgical, Mental Health, Substance Abuse and Rehabilitation All out-of-network facilities and some in-network facilities require preauthorization. See Master Policy for details. Rehabilitation up to 45 days per plan year and requires preauthorization	20% after deductible	40% after deductible
Skilled Nursing Facility and Residential Treatment Non-custodial. Up to 60 days per plan year. Requires preauthorization	20% after deductible	Not covered

	In-Network Provider	Out-of-Network Provider* Balance billing may apply
MISCELLANEOUS SERVICES		
Adoption / Assisted Reproductive Technology (ART) See Master Policy for benefit limits. ART requires Preauthorization. Excludes multiple-embryo ART implants	20% after deductible, up to \$4,000 per adoption or up to \$4,000 per single- embryo ART implant	
Allergy Serum	20% after deductible	40% after deductible
Chiropractic care Up to 20 visits per plan year	20% after deductible	Not covered
Durable Medical Equipment Some DME requires preauthorization. Visit www.pehp.org for complete list. See Master Policy for benefit limits	20% after deductible Summit Network: Alpine Home Medical	40% after deductible
Medical Supplies See Master Policy for benefit limits	20% after deductible	40% after deductible
Home Health/Skilled Nursing Up to 60 visits per plan year. Requires Preauthorization	20% after deductible	40% after deductible
Hospice	20% after deductible	40% after deductible
Injections Includes allergy injections. See above for allergy serum	20% after deductible	40% after deductible
Infertility Services Select services only. See Master Policy for details.	20% after deductible	40% after deductible
Temporomandibular Joint Dysfunction Non-surgical. Up to \$1,000 lifetime maximum	20% after deductible	40% after deductible



MEDICAL BENEFITS GRID: WHAT YOU PAY

Refer to the Master Policy for specific criteria for the benefits listed below, as well as information on limitations and exclusions.

Percentages indicate your share of PEHP's In-Network Rate.

SIAK HSA Option 3 Summit, Advantage, Preferred, Capital	In-Network Provider	Out-of-Network Provider* Balance billing may apply
DEDUCTIBLES, PLAN MAXIMUMS, AND LI	MITS	
Plan year Deductible Applies to Out-of-Pocket Maximum	Single plans: \$2,000 Double/family plans: \$4,000 One person or a combination can meet the \$4,000 double.	ole/family deductible
Plan year Out-of-Pocket Maximum	Single plans: \$4,000 Double/family plans: \$8,000 One person or a combination can meet the \$8,000 double/family maximum	
ANNUAL PREVENTIVE CARE		
Preventive services allowed by Affordable Care Act Annual physical exam, immunizations. See full list at www.pehp.org/preventiveservices	No charge	40% after deductible
PEHP VALUE PROVIDERS		
PEHP Value Providers Cash Back opportunities available. Visit www.pehp.org/valueproviders	20% after deductible	Not applicable
PROFESSIONAL SERVICES		
Primary Care Visits Includes office surgeries, inpatient visits and Autism services	20% after deductible	40% after deductible
Specialist Visits Includes office surgeries, inpatient visits and Autism services	20% after deductible	40% after deductible
University of Utah Medical Group (UUMG) Preferred plans only	20% after deductible	Not applicable
Surgery and Anesthesia	20% after deductible	40% after deductible
Emergency Room Specialist Visits	20% after deductible	20% after deductible
Diagnostic Tests, Labs, X-rays	20% after deductible	40% after deductible
PRESCRIPTION DRUGS All pharmacy benefits for The S	TAR Plan are subject to the deductible. For Drug Tie	r info, see the Covered Drug List at www.pehp.org
30-day Pharmacy <i>Retail only</i>	See Pharmacy options for 2023-24	Plan pays up to the discounted cost, minus the preferred co-pay, if applicable. You pay any balance
90-day Pharmacy	See Pharmacy options for 2023-24	Not covered

In- and Out-of-Network deductibles and Out-of-Pocket Maximums are combined and accumulate together.

Maintenance only

^{*}Out-of-Network Providers may charge more than the In-Network Rate unless they have an agreement with you not to. Any amount above the In-Network Rate may be billed to you and will not count toward your deductible or Out-of-Pocket Maximum. You pay 20% of the In-Network Rate after Out-of-Pocket Maximum is met for Out-of-Network Providers.

	In-Network Provider	Out-of-Network Provider* Balance billing may apply
PRESCRIPTION DRUGS All pharmacy benefits for The S	TAR Plan are subject to the deductible. For Drug Tio	er info, see the Covered Drug List at www.pehp.org
Specialty Medications, retail pharmacy Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay	Plan pays up to discounted cost, minus the applicable co-pay. You pay any balance
Specialty Medications, office/outpatient Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay	Tier A: 40%. No maximum co-pay Tier B: 50%. No maximum co-pay
Specialty Medications, through Home Health or Accredo Up to 30-day supply	Tier A: 20%. \$150 maximum co-pay Tier B: 30%. \$225 maximum co-pay Tier C1: 10%. No maximum co-pay Tier C2: 20%. No maximum co-pay Tier C3: 30%. No maximum co-pay	Not covered
OUTPATIENT FACILITY SERVICES		
Outpatient Facility and Ambulatory Surgical Center	20% after deductible	40% after deductible
Urgent Care Facility	20% after deductible	40% after deductible
Emergency Room Emergencies only, as determined by PEHP. If admitted, inpatient facility benefit will be applied	20% after deductible	20% after deductible
Ambulance (ground or air) Medical emergencies only, as determined by PEHP	20% after deductible	
University of Utah Medical Group (UUMG) Urgent Care Preferred plans only	20% after deductible	Not applicable
Diagnostic Tests, Labs, X-rays	20% after deductible	40% after deductible
Chemotherapy, Radiation, and Dialysis Dialysis from out-of-network provider requires Preauthorization	20% after deductible	40% after deductible
Physical and Occupational Therapy Outpatient — Up to 20 combined visits per plan year.	20% after deductible	40% after deductible
Mental Health & Substance Abuse Requires Preauthorization	20% after deductible	40% after deductible
INPATIENT FACILITY SERVICES		
Hospital Services Medical, Surgical, Mental Health, Substance Abuse and Rehabilitation All out-of-network facilities and some in-network facilities require preauthorization. See Master Policy for details. Rehabilitation up to 45 days per plan year and requires preauthorization	20% after deductible	40% after deductible
Skilled Nursing Facility and Residential Treatment Non-custodial. Up to 60 days per plan year. Requires preauthorization	20% after deductible	Not covered

	In-Network Provider	Out-of-Network Provider* Balance billing may apply
MISCELLANEOUS SERVICES		
Adoption / Assisted Reproductive Technology (ART) See Master Policy for benefit limits. ART requires Preauthorization. Excludes multiple-embryo ART implants	20% after deductible, up to \$4,000 per adoption or up to \$4,000 per single- embryo ART implant	
Allergy Serum	20% after deductible	40% after deductible
Chiropractic care Up to 20 visits per plan year	20% after deductible	Not covered
Durable Medical Equipment Some DME requires preauthorization. Visit www.pehp.org for complete list. See Master Policy for benefit limits	20% after deductible Summit Network: Alpine Home Medical	40% after deductible
Medical Supplies See Master Policy for benefit limits	20% after deductible	40% after deductible
Home Health/Skilled Nursing Up to 60 visits per plan year. Requires Preauthorization	20% after deductible	40% after deductible
Hospice	20% after deductible	40% after deductible
Injections Includes allergy injections. See above for allergy serum	20% after deductible	40% after deductible
Infertility Services Select services only. See Master Policy for details.	20% after deductible	40% after deductible
Temporomandibular Joint Dysfunction Non-surgical. Up to \$1,000 lifetime maximum	20% after deductible	40% after deductible



MEDICAL BENEFITS GRID: WHAT YOU PAY

Refer to the Master Policy for specific criteria for the benefits listed below, as well as information on limitations and exclusions.

Percentages indicate your share of PEHP's In-Network Rate.

SIAR HSA Option 4 Summit, Advantage, Preferred, Capital	In-Network Provider	Out-of-Network Provider* Balance billing may apply	
DEDUCTIBLES, PLAN MAXIMUMS, AND L	IMITS		
Plan year Deductible Applies to Out-of-Pocket Maximum	Single plans: \$2,500 Double/family plans: \$5,000 One person or a combination can meet the \$5,000 dou	ble/family deductible	
Plan year Out-of-Pocket Maximum	Single plans: \$2,500 Double/family plans: \$5,000 One person or a combination can meet the \$5,000 dou		
ANNUAL PREVENTIVE CARE			
Preventive services allowed by Affordable Care Act Annual physical exam, immunizations. See full list at www.pehp.org/preventiveservices	No charge	20% after deductible	
PEHP VALUE PROVIDERS			
PEHP Value Providers Cash Back opportunities available. Visit www.pehp.org/valueproviders	No charge after deductible	Not applicable	
PROFESSIONAL SERVICES			
Primary Care Visits Includes office surgeries, inpatient visits and Autism services	No charge after deductible	20% after deductible	
Specialist Visits Includes office surgeries, inpatient visits and Autism services	No charge after deductible	20% after deductible	
University of Utah Medical Group (UUMG) Preferred plans only	No charge after deductible	Not applicable	
Surgery and Anesthesia	No charge after deductible	20% after deductible	
Emergency Room Specialist Visits	No charge after deductible	No charge after deductible	
Diagnostic Tests, Labs, X-rays	No charge after deductible	20% after deductible	
PRESCRIPTION DRUGS All pharmacy benefits for The	STAR Plan are subject to the deductible. For Drug Ti	er info, see the Covered Drug List at www.pehp.org	
30-day Pharmacy <i>Retail only</i>	See Pharmacy options for 2023-24	Plan pays up to the discounted cost, minus the preferred co-pay, if applicable. You pay any balance	
90-day Pharmacy	See Pharmacy options for 2023-24	Not covered	

In- and Out-of-Network deductibles and Out-of-Pocket Maximums are combined and accumulate together.

Maintenance only

^{*}Out-of-Network Providers may charge more than the In-Network Rate unless they have an agreement with you not to. Any amount above the In-Network Rate may be billed to you and will not count toward your deductible or Out-of-Pocket Maximum. You pay 20% of the In-Network Rate after Out-of-Pocket Maximum is met for Out-of-Network Providers.

	In-Network Provider	Out-of-Network Provider* Balance billing may apply
PRESCRIPTION DRUGS All pharmacy benefits for The S	TAR Plan are subject to the deductible. For Drug Ti	er info, see the Covered Drug List at www.pehp.org
Specialty Medications, retail pharmacy Up to 30-day supply	Tier A: No charge Tier B: No charge	Plan pays up to discounted cost, minus the applicable co-pay. You pay any balance
Specialty Medications, office/outpatient Up to 30-day supply	Tier A: No charge Tier B: No charge	Tier A: 20%. No maximum co-pay Tier B: 20%. No maximum co-pay
Specialty Medications, through Home Health or Accredo Up to 30-day supply	Tier A: No charge Tier B: No charge Tier C1: No charge Tier C2: No charge Tier C3: No charge	Not covered
OUTPATIENT FACILITY SERVICES		
Outpatient Facility and Ambulatory Surgical Center	No charge after deductible	20% after deductible
Urgent Care Facility	No charge after deductible	20% after deductible
Emergency Room Emergencies only, as determined by PEHP. If admitted, inpatient facility benefit will be applied	No charge after deductible	No charge after deductible
Ambulance (ground or air) Medical emergencies only, as determined by PEHP	No charge after deductible	
University of Utah Medical Group (UUMG) Urgent Care Preferred plans only	No charge after deductible	Not applicable
Diagnostic Tests, Labs, X-rays	No charge after deductible	20% after deductible
Chemotherapy, Radiation, and Dialysis Dialysis from out-of-network provider requires Preauthorization	No charge after deductible	20% after deductible
Physical and Occupational Therapy Outpatient — Up to 20 combined visits per plan year.	No charge after deductible	20% after deductible
Mental Health & Substance Abuse Requires Preauthorization	No charge after deductible	20% after deductible
INPATIENT FACILITY SERVICES		
Hospital Services Medical, Surgical, Mental Health, Substance Abuse and Rehabilitation All out-of-network facilities and some in-network facilities require preauthorization. See Master Policy for details. Rehabilitation up to 45 days per plan year and requires preauthorization	No charge after deductible	20% after deductible
Skilled Nursing Facility and Residential Treatment Non-custodial. Up to 60 days per plan year. Requires preauthorization	No charge after deductible	Not covered

	In-Network Provider	Out-of-Network Provider* Balance billing may apply
MISCELLANEOUS SERVICES		
Adoption / Assisted Reproductive Technology (ART) See Master Policy for benefit limits. ART requires Preauthorization. Excludes multiple-embryo ART implants	No charge after deductible, up to \$4,000 per adoption or up to \$4,000 per single- embryo ART implant	
Allergy Serum	No charge after deductible	20% after deductible
Chiropractic care Up to 20 visits per plan year	No charge after deductible	Not covered
Durable Medical Equipment Some DME requires preauthorization. Visit www.pehp.org for complete list. See Master Policy for benefit limits	No charge after deductible Summit Network: Alpine Home Medical	20% after deductible
Medical Supplies See Master Policy for benefit limits	No charge after deductible	20% after deductible
Home Health/Skilled Nursing Up to 60 visits per plan year. Requires Preauthorization	No charge after deductible	20% after deductible
Hospice	No charge after deductible	20% after deductible
Injections Includes allergy injections. See above for allergy serum	No charge after deductible	20% after deductible
Infertility Services Select services only. See Master Policy for details.	No charge after deductible	20% after deductible
Temporomandibular Joint Dysfunction Non-surgical. Up to \$1,000 lifetime maximum	No charge after deductible	20% after deductible

Out-of-Network Provider*

minus the preferred co-pay, if applicable. You pay any balance

Not covered



STAR HSA Option 5

Retail only

90-day Pharmacy

Maintenance only

MEDICAL BENEFITS GRID: WHAT YOU PAY

Refer to the Master Policy for specific criteria for the benefits listed below, as well as information on limitations and exclusions.

Percentages indicate your share of PEHP's In-Network Rate.

In-Network Provider

Summit, Advantage, Preferred, Capital Balance billing may apply **DEDUCTIBLES, PLAN MAXIMUMS, AND LIMITS** Plan year Deductible Single plans: \$3,000 Applies to Out-of-Pocket Maximum Double/family plans: \$6,000 One person or a combination can meet the \$6,000 double/family deductible Plan year Out-of-Pocket Maximum Single plans: \$6,000 Any one idividual may not apply more than \$8,700 toward the In-Network family Double/family plans: \$12,000 Out-of-Pocket Maximum One person can only meet \$8,700, or a combination can meet the \$12,000 double/family maximum **ANNUAL PREVENTIVE CARE** Preventive services allowed by Affordable Care Act No charge 40% after deductible Annual physical exam, immunizations. See full list at www.pehp.org/preventiveservices **PEHP VALUE PROVIDERS PEHP Value Providers** 20% after deductible Not applicable Cash Back opportunities available. Visit www.pehp.org/valueproviders **PROFESSIONAL SERVICES** 20% after deductible 40% after deductible **Primary Care Visits** Includes office surgeries, inpatient visits and Autism services 20% after deductible 40% after deductible **Specialist Visits** Includes office surgeries, inpatient visits and Autism services University of Utah Medical Group (UUMG) | Preferred plans only 20% after deductible Not applicable Surgery and Anesthesia 20% after deductible 40% after deductible **Emergency Room Specialist Visits** 20% after deductible 20% after deductible 20% after deductible 40% after deductible Diagnostic Tests, Labs, X-rays PRESCRIPTION DRUGS | All pharmacy benefits for The STAR Plan are subject to the deductible. For Drug Tier info, see the Covered Drug List at www.pehp.org 30-day Pharmacy See Pharmacy options for 2023-24 Plan pays up to the discounted cost.

In- and Out-of-Network deductibles and Out-of-Pocket Maximums are combined and accumulate together.

See Pharmacy options for 2023-24

^{*}Out-of-Network Providers may charge more than the In-Network Rate unless they have an agreement with you not to. Any amount above the In-Network Rate may be billed to you and will not count toward your deductible or Out-of-Pocket Maximum. You pay 20% of the In-Network Rate after Out-of-Pocket Maximum is met for Out-of-Network Providers.

	In-Network Provider	Out-of-Network Provider* Balance billing may apply
PRESCRIPTION DRUGS All pharmacy benefits for The Si	TAR Plan are subject to the deductible. For Drug Tier	info, see the Covered Drug List at www.pehp.org
Specialty Medications, retail pharmacy Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay	Plan pays up to discounted cost, minus the applicable co-pay. You pay any balance
Specialty Medications, office/outpatient Up to 30-day supply	Tier A: 20%. No maximum co-pay Tier B: 30%. No maximum co-pay	Tier A: 40%. No maximum co-pay Tier B: 50%. No maximum co-pay
Specialty Medications, through Home Health or Accredo Up to 30-day supply	Tier A: 20%. \$150 maximum co-pay Tier B: 30%. \$225 maximum co-pay Tier C1: 10%. No maximum co-pay Tier C2: 20%. No maximum co-pay Tier C3: 30%. No maximum co-pay	Not covered
OUTPATIENT FACILITY SERVICES		
Outpatient Facility and Ambulatory Surgical Center	20% after deductible	40% after deductible
Urgent Care Facility	20% after deductible	40% after deductible
Emergency Room Emergencies only, as determined by PEHP. If admitted, inpatient facility benefit will be applied	20% after deductible	20% after deductible
Ambulance (ground or air) Medical emergencies only, as determined by PEHP	20% after	deductible
University of Utah Medical Group (UUMG) Urgent Care Preferred plans only	20% after deductible	Not applicable
Diagnostic Tests, Labs, X-rays	20% after deductible	40% after deductible
Chemotherapy, Radiation, and Dialysis Dialysis from out-of-network provider requires Preauthorization	20% after deductible	40% after deductible
Physical and Occupational Therapy Outpatient — Up to 20 combined visits per plan year.	20% after deductible	40% after deductible
Mental Health & Substance Abuse Requires Preauthorization	20% after deductible	40% after deductible
INPATIENT FACILITY SERVICES		
Hospital Services Medical, Surgical, Mental Health, Substance Abuse and Rehabilitation All out-of-network facilities and some in-network facilities require preauthorization. See Master Policy for details. Rehabilitation up to 45 days per plan year and requires preauthorization	20% after deductible	40% after deductible
Skilled Nursing Facility and Residential Treatment Non-custodial. Up to 60 days per plan year. Requires preauthorization	20% after deductible	Not covered

	In-Network Provider	Out-of-Network Provider* Balance billing may apply
MISCELLANEOUS SERVICES		
Adoption / Assisted Reproductive Technology (ART) See Master Policy for benefit limits. ART requires Preauthorization. Excludes multiple-embryo ART implants	20% after deductible, up to \$4,000 per ac embryo ART implant	doption or up to \$4,000 per single-
Allergy Serum	20% after deductible	40% after deductible
Chiropractic care Up to 20 visits per plan year	20% after deductible	Not covered
Durable Medical Equipment Some DME requires preauthorization. Visit www.pehp.org for complete list. See Master Policy for benefit limits	20% after deductible Summit Network: Alpine Home Medical	40% after deductible
Medical Supplies See Master Policy for benefit limits	20% after deductible	40% after deductible
Home Health/Skilled Nursing Up to 60 visits per plan year. Requires Preauthorization	20% after deductible	40% after deductible
Hospice	20% after deductible	40% after deductible
Injections Includes allergy injections. See above for allergy serum	20% after deductible	40% after deductible
Infertility Services Select services only. See Master Policy for details.	20% after deductible	40% after deductible
Temporomandibular Joint Dysfunction Non-surgical. Up to \$1,000 lifetime maximum	20% after deductible	40% after deductible

PEHP Medical Networks

Find Participating Providers at www.pehp.org

PEHP Advantage

36 PARTICIPATING HOSPITALS, 8,000+ PARTICIPATING PROVIDERS

Network consists of predominantly Intermountain Health (IH) providers and facilities.

Beaver County

Beaver Valley Hospital Milford Valley Memorial Hospital

Box Elder County

Bear River Valley Hospital

Cache County Logan Regional Hospital

Carbon County

Castleview Hospital

Davis County

Davis Hospital Intermountain Layton Hospital

Duchesne County Uintah Basin Medical Center

Garfield County

Garfield Memorial Hospital

Grand County Moab Regional Hospital

Iron County Cedar City Hospital **Juab County**

Central Valley Medical Center

Kane County

Kane County Hospital

Millard County

Delta Community Hospital Fillmore Community Hospital

Salt Lake County

Alta View Hospital Intermountain Medical Center The Orthopedic Specialty Hospital (TOSH) LDS Hospital

Salt Lake County (cont) Primary Children's Medical Center

Riverton Hospital

San Juan County

Blue Mountain Hospital San Juan Hospital

Sanpete County

Gunnison Valley Hospital Sanpete Valley Hospital

Sevier County Sevier Valley Hospital

Summit County Park City Medical Center

Tooele County Mountain West Medical Center

Uintah County

Ashley Valley Medical Center

Utah County American Fork Hospital

Orem Community Hospital Spanish Fork Hospital Utah Valley Hospital

Wasatch County

Heber Valley Medical Center

Washington County St. George Regional Medical Center

Weber County

McKay-Dee Hospital

PEHP Summit

40 PARTICIPATING HOSPITALS, 8,000+ PARTICIPATING PROVIDERS

Network consists of predominantly Steward Health, MountainStar, and University of Utah hospitals & clinics providers and facilities.

Beaver County

Beaver Valley Hospital Milford Valley Memorial Hospital

Box Elder County

Bear River Valley Hospital Brigham City Community Hospital

Cache County

Cache Valley Hospital

Carbon County

Castleview Hospital

Davis County

Davis Hospital Lakeview Hospital

Duchesne County

Uintah Basin Medical Center

Garfield County

Garfield Memorial Hospital

Grand County

Moab Regional Hospital

Iron County

Cedar City Hospital

Juab County

Central Valley Medical Center

Kane County Kane County Hospital

Millard County Delta Community Hospital

Fillmore Community Hospital **Salt Lake County**

Huntsman Cancer Hospital Jordan Valley Hospital Jordan Valley Hospital - West Lone Peak Hospital

Salt Lake County (cont)

Primary Children's Medical Center Riverton Children's Unit St. Marks Hospital Salt Lake Regional Medical Center University of Utah Hospital University Orthopaedic Center

San Juan County

Blue Mountain Hospital San Juan Hospital

Sanpete County

Gunnison Valley Hospital Sanpete Valley Hospital

Sevier County Sevier Valley Hospital

Summit County Park City Medical Center

Tooele County

Mountain West Medical Center

Uintah County

Ashley Valley Medical Center

Utah County

Mountain View Hospital Timpanogos Regional Hospital Mountain Point Medical Center

Wasatch County

Heber Valley Medical Center

Washington County St. George Regional Medical Center

Weber County

Ogden Regional Medical Center

PEHP Capital

33 PARTICIPATING HOSPITALS, 7,000+ PARTICIPATING PROVIDERS

Network consists of predominantly Steward Health, and University of Utah hospitals & clinics providers and facilities.

Beaver County

Beaver Valley Hospital Milford Valley Memorial Hospital

Box Elder County

Bear River Valley Hospital **Cache County**

Logan Regional Hospital

Carbon County Castleview Hospital

Davis County Davis Hospital

Duchesne County

Uintah Basin Medical Center

Garfield County

Garfield Memorial Hospital **Grand County**

Moab Regional Hospital

Iron County Cedar City Hospital

Juab County

Central Valley Medical Center

Kane County

Kane County Hospital

Millard County

Delta Community Hospital Fillmore Community Hospital

Salt Lake County

Huntsman Cancer Hospital Jordan Valley Hospital Jordan Valley Hospital - West Primary Children's Medical Center Riverton Children's Unit Salt Lake Regional Medical Center

Salt Lake County (cont)

University of Utah Hospital University Orthopaedic Center

San Juan County Blue Mountain Hospital

San Juan Hospital

Sanpete County Gunnison Valley Hospital Sanpete Valley Hospital

Sevier County Sevier Valley Hospital

Summit County Park City Medical Center

Tooele County Mountain West Medical Center

Uintah County Ashley Valley Medical Center

Utah County

Mountain Point Medical Center

Wasatch County Heber Valley Medical Center

Washington County St. George Regional Medical Center

PEHP Preferred

52 PARTICIPATING HOSPITALS, 12,000+ PARTICIPATING PROVIDERS

Network consists of providers and facilities in both the Advantage and Summit networks.

Preferred Dental Care	IN NETWORK	OUT OF NETWORK
DEDUCTIBLES, PLAN MAXIMUMS, AN	D LIMITS	
Deductible Does not apply to diagnostic or preventive services	None	None
Annual Benefit Max	\$1,500 per person	\$1,500 per person
DIAGNOSTIC	YOU PAY	YOU PAY
Periodic Oral Examinations	\$0	20% of In-Network Rate
X-rays	20% of In-Network Rate	40% of In-Network Rate
PREVENTIVE		
Cleanings and Fluoride Solutions	20% of In-Network Rate	40% of In-Network Rate
Sealants Permanent molars only through age 17	20% of In-Network Rate	40% of In-Network Rate
RESTORATIVE		
Amalgam Restoration	20% of In-Network Rate	40% of In-Network Rate
Composite Restoration	20% of In-Network Rate	40% of In-Network Rate
ENDODONTICS		
Pulpotomy	20% of In-Network Rate	40% of In-Network Rate
Root Canal	20% of In-Network Rate	40% of In-Network Rate
PERIODONTICS		
	20% of In-Network Rate	40% of In-Network Rate
ORAL SURGERY		
Extractions	20% of In-Network Rate	40% of In-Network Rate
ANESTHESIA General Anesthesia in con	junction with oral surgery or impac	ted teeth only
General Anesthesia	20% of In-Network Rate	40% of In-Network Rate

Note: Six month waiting period applies to prosthodontic, implant, and orthodontics benefits unless you show PEHP you were covered by a qualified dental insurance plan for at least six consecutive months before joining PEHP dental.

PROSTHODONTIC BENEFITS Preautho	rization may be required	
Crowns	50% of In-Network Rate	70% of In-Network Rate
Bridges	50% of In-Network Rate	70% of In-Network Rate
Dentures (partial)	50% of In-Network Rate	70% of In-Network Rate
Dentures (full)	50% of In-Network Rate	70% of In-Network Rate
IMPLANTS		
All eligible related services	50% of In-Network Rate	70% of In-Network Rate
ORTHODONTIC BENEFITS 6-month Wa	iting Period	
Maximum Lifetime Benefit per Member	\$1,500 – Does not apply to the Annua	l Benefit Maximum
Eligible Appliances and Procedures	50% of eligible fees to plan maximum	

Missing Tooth Exclusion » Services to replace teeth missing prior to effective date of coverage are not eligible for a period of five years from the date of continuous coverage with a PEHP-sponsored dental plan. Learn more in the Dental Master Policy.

Item 9.

If you use an Out of Network provider, your benefits will be reduced by 20%. Out of Network providers may collect charges that exceed PEHP's In Network Rate.

Preferred Dental Care	IN NETWORK	OUT OF NETWORK
DEDUCTIBLES, PLAN MAXIMUMS, AN	D LIMITS	
Deductible Does not apply to diagnostic or preventive services	None	None
Annual Benefit Max	\$1,500 per person	\$1,500 per person
DIAGNOSTIC	YOU PAY	YOU PAY
Periodic Oral Examinations	\$0	20% of In-Network Rate
X-rays	20% of In-Network Rate	40% of In-Network Rate
PREVENTIVE		
Cleanings and Fluoride Solutions	20% of In-Network Rate	40% of In-Network Rate
Sealants Permanent molars only through age 17	20% of In-Network Rate	40% of In-Network Rate
RESTORATIVE		
Amalgam Restoration	20% of In-Network Rate	40% of In-Network Rate
Composite Restoration	20% of In-Network Rate	40% of In-Network Rate
ENDODONTICS		
Pulpotomy	20% of In-Network Rate	40% of In-Network Rate
Root Canal	20% of In-Network Rate	40% of In-Network Rate
PERIODONTICS		
	20% of In-Network Rate	40% of In-Network Rate
ORAL SURGERY		
Extractions	20% of In-Network Rate	40% of In-Network Rate
ANESTHESIA General Anesthesia in con	junction with oral surgery or i	impacted teeth only
General Anesthesia	20% of In-Network Rate	40% of In-Network Rate
PROSTHODONTIC BENEFITS Preautho	orization may be required	
Crowns	50% of In-Network Rate	70% of In-Network Rate
Bridges	50% of In-Network Rate	70% of In-Network Rate
Dentures (partial)	50% of In-Network Rate	70% of In-Network Rate
Dentures (full)	50% of In-Network Rate	70% of In-Network Rate
IMPLANTS		
All eligible related services	50% of In-Network Rate	70% of In-Network Rate
ORTHODONTIC BENEFITS		
Maximum Lifetime Benefit per Member	\$1,500 – Does not apply to the A	nnual Benefit Maximum
Eligible Appliances and Procedures	50% of eligible fees to plan maxim	num

Traditional Dental Care	IN NETWORK	OUT OF NETWORK
DEDUCTIBLES, PLAN MAXIMUMS, AN	D LIMITS	
Deductible Does not apply to diagnostic or preventive services	\$25 per person \$75 maximum per family	\$25 per person \$75 maximum per family
Annual Benefit Max	\$1,500 per person	\$1,500 per person
DIAGNOSTIC	YOU PAY	YOU PAY
Periodic Oral Examinations	\$0	20% of In-Network Rate
X-rays	\$0	20% of In-Network Rate
PREVENTIVE		
Cleanings and Fluoride Solutions	\$0	20% of In-Network Rate
Sealants Permanent molars only through age 17	\$0	20% of In-Network Rate
RESTORATIVE		
Amalgam Restoration	20% of In-Network Rate AD*	40% of In-Network Rate AD
Composite Restoration	20% of In-Network Rate AD	40% of In-Network Rate AD
ENDODONTICS		
Pulpotomy	20% of In-Network Rate AD	40% of In-Network Rate AD
Root Canal	20% of In-Network Rate AD	40% of In-Network Rate AD
PERIODONTICS		
	20% of In-Network Rate AD	40% of In-Network Rate AD
ORAL SURGERY		
Extractions	20% of In-Network Rate AD	40% of In-Network Rate AD
ANESTHESIA General Anesthesia in con	junction with oral surgery or im	pacted teeth only
General Anesthesia	20% of In-Network Rate AD	40% of In-Network Rate AD
PROSTHODONTIC BENEFITS Preautho	prization may be required	
Crowns	50% of In-Network Rate AD	70% of In-Network Rate AD
Bridges	50% of In-Network Rate AD	70% of In-Network Rate AD
Dentures (partial)	50% of In-Network Rate AD	70% of In-Network Rate AD
Dentures (full)	50% of In-Network Rate AD	70% of In-Network Rate AD
IMPLANTS		
All eligible related services	50% of In-Network Rate AD	70% of In-Network Rate AD
ORTHODONTIC BENEFITS		
Maximum Lifetime Benefit per Member	\$1,500 – Does not apply to the Ann	nual Benefit Maximum
Eligible Appliances and Procedures	50% of eligible fees to plan maximur	m AD

^{* =} After Deductible

Premium Dental Care	IN NETWORK	OUT OF NETWORK
DEDUCTIBLES, PLAN MAXIMUMS, AN	D LIMITS	
Deductible Does not apply to diagnostic or preventive services	None	None
Annual Benefit Max	\$2,000 per person	\$2,000 per person
DIAGNOSTIC	YOU PAY	YOU PAY
Periodic Oral Examinations	\$0	20% of In-Network Rate
X-rays	\$0	20% of In-Network Rate
PREVENTIVE		
Cleanings and Fluoride Solutions	\$0	20% of In-Network Rate
Sealants Permanent molars only through age 17	\$0	20% of In-Network Rate
RESTORATIVE		
Amalgam Restoration	20% of In-Network Rate	40% of In-Network Rate
Composite Restoration	20% of In-Network Rate	40% of In-Network Rate
ENDODONTICS		
Pulpotomy	20% of In-Network Rate	40% of In-Network Rate
Root Canal	20% of In-Network Rate	40% of In-Network Rate
PERIODONTICS		
	20% of In-Network Rate	40% of In-Network Rate
ORAL SURGERY		
Extractions	20% of In-Network Rate	40% of In-Network Rate
ANESTHESIA General Anesthesia in con	junction with oral surgery or i	mpacted teeth only
General Anesthesia	20% of In-Network Rate	40% of In-Network Rate
PROSTHODONTIC BENEFITS Preautho	rization may be required	
Crowns	50% of In-Network Rate	70% of In-Network Rate
Bridges	50% of In-Network Rate	70% of In-Network Rate
Dentures (partial)	50% of In-Network Rate	70% of In-Network Rate
Dentures (full)	50% of In-Network Rate	70% of In-Network Rate
IMPLANTS		
All eligible related services	50% of In-Network Rate	70% of In-Network Rate
ORTHODONTIC BENEFITS		
Maximum Lifetime Benefit per Member	\$1,500 – Does not apply to the A	nnual Benefit Maximum
Eligible Appliances and Procedures	50% of eligible fees to plan maxim	um

Essential Dental Care	IN NETWORK	OUT OF NETWORK
DEDUCTIBLES, PLAN MAXIMUMS, AN	D LIMITS	
Deductible Does not apply to diagnostic or preventive services	\$25 per person \$75 maximum per family	\$25 per person \$75 maximum per family
Annual Benefit Max	\$1,000 per person	\$1,000 per person
DIAGNOSTIC	YOU PAY	YOU PAY
Periodic Oral Examinations	\$0	20% of In-Network Rate
X-rays	\$0	20% of In-Network Rate
PREVENTIVE		
Cleanings and Fluoride Solutions	\$0	20% of In-Network Rate
Sealants Permanent molars only through age 17	\$0	20% of In-Network Rate
RESTORATIVE		
Amalgam Restoration	30% of In-Network Rate AD*	50% of In-Network Rate AD
Composite Restoration	30% of In-Network Rate AD	50% of In-Network Rate AD
ENDODONTICS		
Pulpotomy	30% of In-Network Rate AD	50% of In-Network Rate AD
Root Canal	30% of In-Network Rate AD	50% of In-Network Rate AD
PERIODONTICS		
	30% of In-Network Rate AD	50% of In-Network Rate AD
ORAL SURGERY		
Extractions	30% of In-Network Rate AD	50% of In-Network Rate AD
ANESTHESIA General Anesthesia in con	junction with oral surgery or im	pacted teeth only
General Anesthesia	30% of In-Network Rate AD	50% of In-Network Rate AD
PROSTHODONTIC BENEFITS Preautho	rization may be required	
Crowns	50% of In-Network Rate AD	70% of In-Network Rate AD
Bridges	50% of In-Network Rate AD	70% of In-Network Rate AD
Dentures (partial)	50% of In-Network Rate AD	70% of In-Network Rate AD
Dentures (full)	50% of In-Network Rate AD	70% of In-Network Rate AD
IMPLANTS		
All eligible related services	50% of In-Network Rate AD	70% of In-Network Rate AD
ORTHODONTIC BENEFITS		
Maximum Lifetime Benefit per Member	\$1,500 – Does not apply to the Anr	nual Benefit Maximum
Eligible Appliances and Procedures	50% of eligible fees to plan maximu	m

^{* =} After Deductible

PEHP Contact Information

ON THE WEB » PEHP website.....www.pehp.org Log in to your online personal account for personal health and plan benefit information. You can review your claims history, see a comprehensive list of your coverages, look up contracted providers, check your FLEX\$ account, and more. Create an account to enroll in PEHP benefits electronically. **CUSTOMER SERVICE** or 800-765-7347 Weekdays from 8 a.m. to 5 p.m. Have your PEHP ID or Social Security number on hand for faster service. Foreign language assistance available. PRE-NOTIFICATION/PRE-AUTHORIZATION » Inpatient Hospital Pre-authentification 801-366-7755 or 800-753-7754 **MENTAL HEALTH/SUBSTANCE ABUSE PRE-AUTHORIZATION »** PEHP Customer Service......801-366-7555

.....or 800-765-7347

GROUP TERM LIFE AND AD&I	D
» PEHP Life and AD&D	801-366-7495
PEHP FLEX\$	
» PEHP FLEX\$ Department	801-366-7503
	. or 800-753-7703
PRENATAL PROGRAM	
» PEHP WeeCare	801-366-7400
	. or 855-366-7400
<u>www.</u>	oehp.org/weecare
PRESCRIPTION DRUG BENEF	ITS
» PEHP Customer Service	801-366-7555
	. or 800-765-7347
» Express Scripts	800-903-4725
<u>www.e</u> >	
SPECIALTY PHARMACY	
SPECIALTY PHARMACY » Accredo	800-501-7260
» Accredo WELLNESS AND DISEASE MA	NAGEMENT
» Accredo	NAGEMENT 801-366-7300
 Accredo WELLNESS AND DISEASE MA PEHP Healthy Utah 	NAGEMENT 801-366-7300 . or 855-366-7300
» Accredo WELLNESS AND DISEASE MA » PEHP Healthy Utah	NAGEMENT 801-366-7300 . or 855-366-7300 www.pehp.org
» Accredo WELLNESS AND DISEASE MA » PEHP Healthy Utah	NAGEMENT801-366-7300 . or 855-366-7300www.pehp.org801-366-7300
 » Accredo WELLNESS AND DISEASE MA » PEHP Healthy Utah » PEHP Health Coaching 	NAGEMENT 801-366-7300 . or 855-366-7300 www.pehp.org 801-366-7300 . or 855-366-7300
 » Accredo WELLNESS AND DISEASE MA » PEHP Healthy Utah » PEHP Health Coaching 	NAGEMENT801-366-7300www.pehp.org801-366-7300r801-366-7300r855-366-7300www.pehp.org
 » Accredo WELLNESS AND DISEASE MA » PEHP Healthy Utah » PEHP Health Coaching. 	NAGEMENT 801-366-7300 . or 855-366-7300 www.pehp.org 801-366-7300 . or 855-366-7300 www.pehp.org 801-366-7555
 WELLNESS AND DISEASE MA PEHP Healthy Utah PEHP Health Coaching. PEHP Integrated Care. 	NAGEMENT801-366-7300 . or 855-366-7300www.pehp.org801-366-7300 . or 855-366-7300www.pehp.org801-366-7555 . or 800-765-7347
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CLAIMS MAILING ADDRESS

PEHP 560 East 200 South Salt Lake City, Utah 84102-2004



Effective Date:_

Employment Termination Date:_

560 East 200 South, Salt Lake City, UT 84102 801-366-7555 / 800-765-7347 Fax: 801-366-7599 www.pehp.org

Local Governments Item 9.

LUCAI GUV	CIIII	HEHICS [
Enrollment	and	Change	Form

Employee Sta		jibility □ Ineligible			his form are for media Please print clearly.	al, dental and vision or	ıly. All oth	er changes can be n	nade
☐ New Enrollme	nt 🗆 Termination 🛭	☐ Change Re	equest (Please	Specify T	ype):				
YOUR NAME (last, fire	st, middle initial)		SOCIAL SECURITY	NUMBER		BIRTH DATE (mm	n/dd/yy)	MARITAL STATUS	GENDER
MAILING ADDRESS			CITY/STATE/ZIP			PRIMARY PHONE		- MARRIED	☐ MALE ☐ FEMALE
EMPLOYER			EMAIL ADDRESS			ALTERNATE PHO	NE	HIRE DATE (mm/	'dd/yy)
Medical Plans Using Summit Network The STAR HS	A Plan Option 2*	-	Advantage The The	e Network STAR HSA Plan t eligible for ar twork STAR HSA Plan	Option 1*	Traditional Option 1 Traditional Option 2 Traditional Option 3 Traditional Option 4 Traditional Option 5 A) Traditional Option 1 Traditional Option 2 Traditional Option 3 Traditional Option 4 Traditional Option 5 A)		DUP DENTAL (Check referred Dental Care raditional Dental Care raditional Dental Care research to dental Coverage a ratal coverage type (MPLOYEE ONLY Imployee plus two of dependents ON (Check one) ryemed – Full ryemed – Eyewear Or Opticare – Full Opticare – Eyewear Color vision coverage a con coverage type (MPLOYEE ONLY IMPLOYEE ONLY IM	ere
☐ Option 1 ☐ Option 2 ☐ Option 3 ☐ Option 4 ☐ Option 5	Option 1 Option 2 Option 3 Option 4 Option 5	Option 1 Option 2 Option 3 Option 4 Option 5	Opt Opt Opt Opt	ion 1 ion 2 ion 3 ion 4	Employee pl Employee pl dependents	us one dependent	□ E	mployee plus one d imployee plus two o lependents	•
1	List your eligible dependen not living with both parent f you don't have supportin	s, or "other" re	ationship, provi	de supporti	ng documentatior	, e.g., divorce decre			
RELATIONSHIP TO EMPLOYEE	FULL NAME OF DEPEN (last, first, middle ini		MARRIAGE DATE (mm/dd/yy)	GENDER	BIRTH DATE (mm/dd/yy)	DEPENDENT SOCIAL SECURITY		COVERAGE E	DESIRED
CODE KEY: S » Legal				☐ Male ☐ Female				□ M edical □ D er	ital V ision
Spouse				☐ Male ☐ Female				□ M edical □ D er	ital V ision
C » Child Natural/ Adopted				☐ Male ☐ Female				■M edical ■D er	ital V ision
SC » Stepchild				☐ Male ☐ Female				■M edical ■D er	ital V ision
O » Other (Describe in				☐ Male ☐ Female				■M edical ■D er	ital V ision
Explanations)				☐ Male ☐ Female				■M edical ■D er	ital V ision
	e, or dependents covered lired on other side.	oy any other h	ealth or dental բ	olan or by M	edicare?□ Yes □ I	No If yes, complete on back.	Multiple	Group Coverage	Section
			(Emr	oloyer use o	only)			LG-PE 09	-15-20

Coverage Termination Date:

Employer Approval:

Itom ()

Page 2: Local Governments | Enrollment and Change Form

MOVALS	ne:			Socia	al Security	number.		
WIOVALS				ndents who are no longer eligible. For all terminations outside of an e, proof of other coverage, etc.) If you voluntarily drop dental covera				
RELATIONSHIP TO EMPLOYEE		AME OF DEPENDENTS , first, middle initial)	DEPENDENT SOCIAL SECURITY NO.		SON FOR TERM	IINATION eath, age of 26)	APPLICABLE DATE*	COVERAGE TERMINATED
Legal Spouse	(last	, mac, made initial,	300,723200,11110.	(e.g., mam			57.1.2	M edical D ental V ision
Child Natural/								■ M edical ■ D ental ■ V ision
» Stepchild								■ Medical ■ Dental ■ Vision
Other (Describe in Explanations)								■ Medical ■ Dental ■ Vision
ultiple G	roup Cov	erage erage e, or dependents are co	overed by any oth	er health or	dental pla	an sponsor	ed by an en	nployer or Medicare.
INSURANCE CO & PHON		NAME OF POLICY HOLDER	POLICY HOLDER SSN OR POLICY NO.	EFFECTIVE DATE (mm/dd/yy)	TYPE OF COVERAGE	TYPE OF POLICY	MEDICARE	EMPLOYEE/DEPENDENTS COVERED BY PLAN (Only first name is needed)
					☐ Health	☐ Employee ☐ Retired	□ A □ A&B	
					☐ Health	☐Employee ☐Retired	□ A □ A&B	
<u> </u>	ons							
mployee fore signing, make ase note: It is the present that all in mination of my co authorize PEHP to dependents listec mbursement to Pl	Agreeme e sure that all appl employee's respon formation is true a overage. By signing to release informat drare eligible for co EHP for any claims	nt and Signaturicable sections are complete nsibility to notify PEHP within and correct. I understand and g below I hereby: (1) authorizion to health/dental provider. overage; (4) understand if PEH paid in error; (5) agree to the a divorce proceeding and am	so your enrollment is no 60 days of any change agree that any false inf e the deduction of heal s, insurance entities, or one is not notified that a contitions in	es effecting covormation I proving the Indianal Control of their entities in the PEHP Masses of the Indianal Control of the Indiana Control of the India	verage and/or vide on this for ibutions thro ecessary to peligible and seter Policy.	r dependent el Irm may, at PEI ugh the provis rocess claims a subsequent cla	igibility (e.g., b HP's sole discre isions of IRS Sect and to administ iims are paid, I v	irth, marriage, divorce, etc.). tion, result in a limitation or tion 125 Flexible Benefits; er the health plan; (3) certif will be responsible for





40%

additional complete pair of prescription eyeglasses

20% |

non-covered items, including nonprescription sunglasses

Find an eye doctor

(Insight Network)

- 866.804.0982
- eyemed.com
- EyeMed Members App
- For LASIK, call
 1.800.988.4221

Heads up

You may have additional benefits.
Log into eyemed.com/member to see all plans included with your benefits.

PEHP Full

	OUT-OF-NETWORK
IN-NETWORK MEMBER COST	MEMBER REIMBURSEME
\$10 copay	Up to \$30
Up to \$39	Not covered
Unito \$40, contact long fit and	Not covered
	Not covered
10% off retail price	Not covered
\$0 copay; 20% off balance over \$100 allowance	Up to \$50
\$10 copay	Up to \$25
\$10 copay	Up to \$40
\$10 copay	Up to \$55
\$10 copay	Up to \$55
\$75 copay	Up to \$40
\$95 - 120 copay	Up to \$40
\$75 copay; 20% off retail price less \$120 allowance	Up to \$40
I I	Not covered
	Not covered
· · · · · · · · · · · · · · · · · · ·	Not covered
The state of the s	Not covered
The state of the s	Not covered
The state of the s	Not covered
· · · · · · · · · · · · · · · · · · ·	Not covered
The state of the s	Not covered
\$15	Not covered
20% off retail price	Not covered
60 15% (61 1	600
\$120 allowance	Up to \$96
\$0 copay; 100% of balance over	Up to \$96
\$0 copay; paid in full	Up to \$200
Dissounts on bossing over-	Net covered
•	
15% off retail or 5% off promo price; call 1.800.988.4221	Not covered
ALLOWED FREQUENCY -	ALLOWED FREQUENCY
	KIDS
	Once every 12 months
	Once every 12 months
	Once every 12 months
Once every 12 months and frame, or frames and lens service	Once every 12 months es)
\$7.51	
\$12.07	
	Up to \$39 Up to \$40; contact lens fit and two follow-up visits 10% off retail price \$0 copay; 20% off balance over \$100 allowance \$10 copay \$10 copay \$10 copay \$10 copay \$15 copay; 20% off retail price less \$120 allowance \$45 \$57 - 68 \$20% off retail price less \$120 allowance \$45 \$57 - 68 \$20% off retail price \$75 \$40 \$40 \$15 \$15 \$15 \$15 \$20% off retail price \$0 copay; 15% off balance over \$120 allowance \$0 copay; 100% of balance over \$120 allowance \$0 copay; paid in full Discounts on hearing exam and 15% off retail or 5% off promo price; call 1.800.988.4221 ALLOWED FREQUENCY - ADULTS Once every 12 months once every 12 mont

EyeMed reserves the right to make changes to the products available on each tier. All providers are not required to carry all brands on all tiers. For current listing of brands by tier, call 866.939.3633. No benefits will be paid for services or materials connected with or charges arising from: medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures; Refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; or thoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment; safety eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses; plano (non-prescription) lenses; plano (non-prescription) contact lenses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person cases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequency. Some provisions, benefits, exclusions or limitations listed herein may vary by state. Plan discounts cannot be combined with any other discounts or promotional offers. In c

Subscriber + family





additional complete pair of prescription eyeglasses

20% FF

non-covered items. including nonprescription sunglasses

Find an eye doctor

(Insight Network)

- 866.804.0982
- · eyemed.com
- EyeMed Members App
- For LASIK, call 1.800.988.4221

Heads up

You may have additional benefits. Log into

eyemed.com/member to see all plans included with your benefits.

PEHP Eyewear Only

SUMMA	ARY OF BENEFITS	
VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
FRAME		
Frame	\$0 copay; 20% off balance over \$130 allowance	Up to \$65
STANDARD PLASTIC LENSES	610	605
Single Vision Bifocal	\$10 copay \$10 copay	Up to \$25 Up to \$40
Trifocal	\$10 copay	Up to \$55
Lenticular	\$10 copay	Up to \$55
Progressive – Standard	\$75 copay	Up to \$40
Progressive – Premium Tier 1 - 3	\$95 - 120 copay	Up to \$40
Progressive – Premium Tier 4	\$75 copay; 20% off retail price less \$120 allowance	Up to \$40
LENS OPTIONS		
Anti Reflective Coating – Standard	\$45	Not covered
Anti Reflective Coating – Premium Tier 1 – 2	\$57 - 68	Not covered
Anti Reflective Coating – Premium Tier 3	20% off retail price	Not covered
Photochromic – Non-Glass Polycarbonate – Standard	\$75 \$40	Not covered Not covered
Polycarbonate - Standard Polycarbonate - Standard < 19 years of age	\$40	Not covered
Scratch Coating – Standard Plastic	\$15	Not covered
Tint - Solid or Gradient	\$15	Not covered
UV Treatment	\$15	Not covered
All Other Lens Options	20% off retail price	Not covered
CONTACT LENSES		
Contacts – Conventional	\$0 copay; 15% off balance over \$130 allowance	Up to \$104
Contacts - Disposable	\$0 copay; 100% of balance over	Up to \$104
Contacts - Disposable	\$130 allowance	op to \$104
Contacts - Medically Necessary	\$0 copay; paid in full	Up to \$200
OTHER		·
Hearing Care from Amplifon Network	Discounts on hearing exam and	Not covered
LASIK or PRK from U.S. Laser Network	15% off retail or 5% off promo price; call 1.800.988.4221	Not covered
	ALLOWED FREQUENCY -	ALLOWED FREQUENCY -
FREQUENCY Frame	ADULTS Once every 12 months	KIDS Once every 12 months
Lenses	Once every 12 months	Once every 12 months
Contact Lenses	Once every 12 months	Once every 12 months
(Plan allows member to receive either contacts an	,	
PREMIUMS - monthly		
Subscriber only	\$6.53	
Subscriber + 1	\$10.18	
Subscriber + family	\$13.83	
•	,	

EyeMed reserves the right to make changes to the products available on each tier. All providers are not required to carry all brands on all tiers. For current listing of brands by tier, call 866.939.3633. No benefits will be paid for services or materials connected with or charges arising from: medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures; Refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment; safety eyewear; solutions, cleaning products or frame cases, non-prescription sunglasses; plano (non-prescription) lenses; plano (non-prescription) contact lenses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequency. Some provisions, benefits, exclusions or limitations listed herein may vary by state. Plan discounts cannot be combined with any other discounts or promotional offers. In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see online provider locator to determine which participating providers have agreed to the discounted rate. Underwritten by Fidelity Security Life Insurance Company of Kansas City, Missouri, Policy number VC-19, form number M-9083, or Policy number VC-19. number VC-146, form number M-9184, in New York underwritten by Fidelity Security Life Insurance Company of New York, Policy Number VCN-1, form number MN-1, or Policy Num

19, form number MN-28. This is a snapshot of your benefits. The Certificate of Insurance is on file with your employer.

HOW TO: mobilize your vision plan

EYEMED MEMBERS APP

Our member app was the first of its kind. But innovation – like your life – never stops. The EyeMed Members App is packed with ahead-of-the-game resources wherever you are. Before, during and after your eye appointment.

Get the latest EyeMed Members App:

- DOWNLOAD Search "EyeMed Members" in your App store, iTunes or Google Play.
- 2. OPEN You can use some features right away; others unlock once you register.
- **3. REGISTER** You'll need your member ID or the last four digits of your social security number.
- **4.** LOG IN If you've already registered on eyemed.com, you can log onto the app the same way.

	Ready when you download	Unlocked when you register
Find nearby network providers	•	
On-the-fly appointment scheduling	•	
Turn by turn directions and map	•	
Eye exam and contact lens reminders		•
Electronic ID card for office visits		•
Save vision prescriptions*		•
Benefit plan details		•
Answers to common questions	•	
Special offers and discounts		•
Direct line to EyeMed support	•	

SEE THE GOOD STUFF

Register on eyemed.com or grab the member app (App Store or Google Play) now.

^{*} Take a picture of your prescription and store it in your app. No need to type in the numbers.



















Plan	Monthly Rate
Single	\$8.31
2-Party	\$12.42
Family	\$17.70

OPTICARE PLAN – PEHP – Eye Exam & Hardware Benefits 0-10-150/140C

Products/Services	Select Network	Broad Network	Out-Of-Network
Eye Exam	·	,	
Eyeglass exam	100% Covered	\$10 Co-pay	\$40 Allowance
Retinal Imaging	\$20 Co-pay	\$39 Co-pay	Included above
Standard Contact Fit & Follow Up Fee	100% Covered	\$40 Co-pay	Included above
Specialty Contact Fit & Follow up Fee (Toric or Multifocal)	\$40 Co-pay	\$80 Co-pay	Included above
Standard Plastic Lenses	,		'
Single Vision	100% Covered	\$10 Co-pay	
Bifocal (FT 28)	100% Covered	\$10 Co-pay	\$65 Combined allowance for all lenses, options, and coatings
Trifocal (FT 7x28)	100% Covered	\$10 Co-pay	
Lens Options	-		
Progressive (Standard plastic no-line)	\$30 Co-pay	\$50 Co-pay	
Premium Progressive Options	\$80 Co-pay	\$100 Co-pay	
Polycarbonate Kids (Under age 19)	\$20 Co-pay	\$40 Co-pay	\$65 Combined allowance for all lenses, options, and coatings
Polycarbonate Adults	\$40 Co-pay	\$40 Co-pay	
Transitions / Photochromic	\$50 Co-pay	\$75 Co-pay	-
Coatings			
Scratch Resistant Coating	\$10 Co-pay	\$15 Co-pay	
Ultraviolet protection	\$10 Co-pay	\$15 Co-pay	
Tint	100% Covered	\$10 Co-pay	
Premium Anti-Reflective	\$50 Co-pay	25% Discount	\$65 Combined allowance for all lenses, options, and coatings
Specialty Anti-Reflective	25% Discount	up to 25% Discount	
Polarized	25% Discount	up to 25% Discount	-
Other Options: Edge polish, tints, mirrors, etc.	Up to 25% Discount	Up to 25% Discount	
Frames	•		
Allowance Based on Retail Pricing	\$150 Allowance	\$130 Allowance	\$70 Allowance
Additional Eyewear			
Additional Prescription Glasses	Up to 50% Off Retail	Up to 25% Off Retail	Not Covered
Non-Rx (Plano Sunglasses)	25% Discount	20% Discount	Not Covered
Contacts	25% Discount	20% Discourie	Not covered
Contacts Contact benefits is in lieu of Eyeglasses	\$140 Allowance	\$130 Allowance	\$100 Allowance
Additional contact purchases:	Up to 20% off Retail	Up to 10% off Retail	Not Covered
Medically Necessary Contacts	100% Covered	\$250 Allowance	\$200 Allowance
_	100% Covered	\$250 Allowance	\$200 Allowalice
Frequency	5	5	Francis 12 manufilm
Exams, Lenses, Frames, Contacts	Every 12 months	Every 12 months	Every 12 months
Refractive Surgery	0001 055 - 11		
LASIK	20% Off Retail	Not Covered	Not Covered
Dry Eye Treatments			
Punctal Occlusion	\$250 / Puncta Silicone	Not Covered	Not Covered
Punctal Occlusion Nutraceuticals	\$75 / Puncta Collagen	Not Covered	Not Covered
Macu Health & Blink Dry Eye Formulas	10% Discount	Not Covered	Not Covered

Phone: 800-363-0950 <u>www.opticarevisionservices.com</u>



OPTICARE PLAN — PEHP Hardware Only (no eye exam benefit) 10-150/140C

Plan	Monthly Rate
Single	\$6.45
2-Party	\$9.49
Family	\$12.82

Products/Services	Select Network	Broad Network	Out-Of-Network
Standard Plastic Lenses			
Single Vision	100% Covered	\$10 Co-pay	
Bifocal (FT 28)	100% Covered	\$10 Co-pay	\$65 Combined allowance for all lenses, options, and coatings
Trifocal (FT 7x28)	100% Covered	\$10 Co-pay	and coatings
Lens Options			
Progressive (Standard plastic no-line)	\$30 Co-pay	\$50 Co-pay	
Premium Progressive Options	\$80 Co-pay	\$100 Co-pay	
Polycarbonate Kids (Under age 19)	\$20 Co-pay	\$40 Co-pay	\$65 Combined allowance for all lenses, options, and coatings
Polycarbonate Adults	\$40 Co-pay	\$40 Co-pay	and countings
Transitions / Photochromic	\$50 Co-pay	\$75 Co-pay	
Coatings			
Scratch Resistant Coating	\$10 Co-pay	\$15 Co-pay	
Ultraviolet protection	\$10 Co-pay	\$15 Co-pay	
Tint	100% Covered	\$10 Co-pay	
Premium Anti-Reflective	\$50 Co-pay	25% Discount	
Specialty Anti-Reflective	25% Discount	up to 25% Discount	\$65 Combined allowance for all lenses, options, and coatings
Polarized	25% Discount	up to 25% Discount	
Other Options: Edge polish, tints, mirrors, etc.	Up to 25% Discount	Up to 25% Discount	
Frames			
Allowance Based on Retail Pricing	\$150 Allowance	\$130 Allowance	\$70 Allowance
Additional Eyewear			
Additional Prescription Glasses	Up to 50% Off Retail	Up to 25% Off Retail	Not Covered
Non-Rx (Plano Sunglasses)	25% Discount	20% Discount	Not Covered
Contacts			
Contact benefits is in lieu of Eyeglasses	\$140 Allowance	\$130 Allowance	\$100 Allowance
Additional contact purchases:	Up to 20% off Retail	Up to 10% off Retail	Not Covered
Medically Necessary Contacts	100% Covered	\$250 Allowance	\$200 Allowance
Frequency			
Lenses, Frames, Contacts	Every 12 months	Every 12 months	Every 12 months
Refractive Surgery		·	
LASIK	20% Off Retail	Not Covered	Not Covered
Dry Eye Treatments			1
Punctal Occlusion	\$250 / Puncta Silicone	Not Covered	Not Covered
Punctal Occlusion Nutraceuticals	\$75 / Puncta Collagen	Not Covered	Not Covered
Macu Health & Blink Dry Eye Formulas	10% Discount	Not Covered	Not Covered

Phone: 800-363-0950 <u>www.opticarevisionservices.com</u>



Register and Print Member ID Cards Online

Printing member ID cards is simple! This guide will walk you through each step of the process.



- Register as a new user
 - *Have your gateway registered, skip to step 3.
 *Have your gateway registration code ready. (This is your full Member ID Please contact us if you need this for your initial registration 1-800-363-0950)

Opticare Vision

Click on "Click here to register"

Register

Please have your Gateway
Registration Code ready.

Click here to register

Click the drop down menu, select "Member"

Terminal

Please Select a Terminal...

Fill out the form with the necessary details, then click the "Submit" button



- 3 Obtain ID Cards
 - 3 Log into your account



3b Hover over the menu icon, select "Print Temp. ID Card"



32 Print Temporary ID Card. Scoll down and click "Print"









From "LOCATE A PROVIDER" page

Click on Menu then "LOCATE A PROVIDER"



Select "**IN-NETWORK**" to search for any contracted provider, anywhere in the US. ENTER ZIP CODE and your providers will be on the screen in order of distance based on the zip code you entered.



Select "**STANDARD OPTICAL"** for a listing of all Standard Optical locations. Note - All plans have access to Standard Optical locations, however these are only available in Utah. You can schedule your appointment for these locations on the website.



Select "OUT-OF-NETWORK" to submit a claim for out-of-network reimbursement. You can download a claim form or fill out electronically for submission. Note - not all plans have out-of-network benefits. Please refer to your plan documents.

Member Services: 801-869-2029 Schedule an Eye Exam: 385-270-8200



2023-24 LGRP Pharmacy Options



- » Pharmacy options are now available on your agency's rate sheet.
- » Contact your PEHP Client Services Representative for more information.
- **» Specialty Drug Rates:** For benefit information regarding specialty drugs on the below pharmacy selections, please refer to the 2023-24 LGRP medical benefits grids.

OPTION	Α	В	C	D	G
Retail (30-	day supply)				
Tier 1	\$10 co-pay	\$10 co-pay	\$15 co-pay	\$10 co-pay	10% of discounted cost, \$7 min./no max.
Tier 2	25% of discounted cost, \$25 min./\$75 max.	\$25 co-pay	\$30 co-pay	25% of discounted cost, \$25 min./no max.	25% of discounted cost, \$40 min./no max.
Tier 3	50% of discounted cost, \$50 min./\$100 max.	\$50 co-pay	\$65 co-pay	50% of discounted cost, \$50 min./no max.	50% of discounted cost, \$70 min./no max.
Home Deli	very (90-day supply) S	ome medications available throu	gh retail pharmacy at mail-order c	со-рау	
Tier 1	\$20 co-pay	\$20 co-pay	\$30 co-pay	\$20 co-pay	10% of discounted cost, \$17 min./no max.
Tier 2	25% of discounted cost, \$50 min./\$150 max.	\$50 co-pay	\$60 co-pay	25% of discounted cost, \$50 min. / no max.	25% of discounted cost, \$100 min. / no max.
Tier 3	50% of discounted cost, \$100 min./\$200 max.	\$100 co-pay	\$130 co-pay	50% of discounted cost, \$100 min./no max.	50% of discounted cost, \$175 min./no max.

^{*} A subscriber is an employer's employee who has enrolled for coverage.

Expanded Preventive Medications The STAR HSA Plan

Expanded preventive drug coverage means that PEHP will pay a portion of the drug cost for some STAR HSA plans even before you meet your deductible. **Check your benefit summary for plan coverage details as not all STAR HSA plans include this benefit.** Make sure to visit an in-network pharmacy to receive this benefit.

Diabetes

GLUCOSE RESCUE PRODUCTS

GlucaGen HypoKit

Glucagon

INSULINS

Novolog vials

Novolin vials

Lantus vials

METFORMIN PRODUCTS

glipizide-metformin

glyburide-metformin

metformin

metformin ER (non OSM, non MOD)

MISCELLANEOUS

pioglitazone

TESTING SUPPLIES

Freestyle test strips

SULFONYLUREAS

glimepiride

glipizide

glipizide ER

glyburide

glyburide micronized

tolazamide

Depression

citalopram

escitalopram

fluoxetine

sertraline

Cardiovascular

ANTICOAGULANTS/ ANTIPLATELETS

clopidogrel

dipyridamole

warfarin

BETA BLOCKERS

acebutolol

bisoprolol

carvedilol labetalol

metoprolol succinate

metoprolol tartrate

propranolol solution

propranolol tablets

sotalol

timolol maleate tablets

CALCIUM CHANNEL BLOCKERS

amlodipine

diltiazem

felodipine ER

isradipine

nifedipine tablets ER

verapamil

COMBINATION PRODUCTS

amiloride & HCTZ

atenolol & chlorthalidone

bisoprolol & HCTZ

enalapril & HCTZ

irbesartan & HCTZ

lisinopril & HCTZ

losartan & HCTZ

metoprolol & HCTZ

nadolol &

bendroflumethiazide

propranolol & HCTZ

triamterene & HCTZ

RENIN/ANGIOTENSIN SYSTEM ANTAGONIST (ACEI/ARB)

enalapril

fosinopril

irbesartan

lisinopril

losartan

quinapril

ramipril

trandolapril

DIURETICS

amiloride

bumetanide

chlorothiazide

chlorthalidone

furosemide solution

furosemide tablets

hydrochlorothiazide capsules

hydrochlorothiazide tablets

indapamide

methazolamide

.....

methyclothiazide

spironolactone

torsemide

MISCELLANEOUS

prazosin

clonidine

digoxin

VASODILATORS

hydralazine isosorbide

Respiratory

ANTICHOLENERGICS

ipratropium bromide solution

INHALED CORTICOSTEROIDS

OVAR inhaler

SABA/ ANTICHOLENERGICS

ipratropium-albuterol

ipratropium-albuterol nebulized

SHORT ACTING BETA AGONISTS

albuterol ER tablets

albuterol nebulized

albuterol syrup

albuterol tablets

ProAir HFA inhaler

ProAir RespiClick

Ventolin inhaler

Osteoporosis

alendronate



PEHP FLEX\$ Plan Year: July 1, 2023 – June 30, 2024

FLEX\$ saves you money by reducing your taxable income. You set aside a portion of your pre-tax salary to pay eligible expenses.

PEHP offers two types of FLEX\$: healthcare and dependent day care. Enroll in one or both.

ENROLLMENT

- » You must re-enroll for FLEX\$ every plan year.
- » **Open enrollment**: Enroll online at www.pehp.org. Or fill out a paper form and return it to PEHP (fax: 801-366-7772).
- » New hires: Enroll within 60 days of eligibility date.

PLAN YEAR CONTRIBUTION LIMITS

- » Up to \$3,050 for healthcare expenses (May adjust annually for inflation).
- » Up to \$5,000 for dependent day care expenses (you and your spouse combined).

HOW YOU CONTRIBUTE

- » Your contributions are withheld from your paycheck pre-tax. The total amount you contribute is evenly divided among pay periods.
- » The total amount you choose to withhold for healthcare expenses is immediately available as soon as you begin FLEX\$.

YOU CAN'T HAVE AN HSA WITH FLEX\$

You can't contribute to a health savings account (HSA) while you're enrolled in healthcare FLEX\$. However, you may have a dependent day care FLEX\$ and/or a limited FSA and contribute to an HSA.

OLDER CHILDREN

» Children up to age 26* can remain covered regardless of marital or dependent status.

(*Up to Dec. 31 of the calendar year they turn age 26.)

Reminder

You can carry over up to \$610 in your healthcare FLEX\$ from one plan year to the next. You do not have a grace period for eligible expenses.

FLEX\$ Timeline

PLAN YEAR:

July 1, 2023 - June 30, 2024

Eligible FLEX\$ expenses must be incurred between July 1, 2023 and June 30, 2024.

You must submit claims by September 30, 2024.

July 1, 2023

2023-24 FLEX\$ plan year begins

June 30, 2024

2023-24 FLEX\$ plan year ends

September 30, 2024

Deadline to submit claims

After September 30, 2024

You can carry over up to \$610 in your healthcare FLEX\$ into the next plan year

PEHP FLEX\$ Plan Year: July 1, 2023 – June 30, 2024

Managing FLEX\$ Online

Visit www.pehp.org, hover over the "My Benefits" menu header, and select "Access Flex\$ and HRA accounts."



Using Your FLEX\$ Card

Access your FLEX\$ account with the FLEX\$ Benefits Card you will automatically receive at no extra cost. It can work just like a credit card or a debit card. The FLEX\$ card does not work for Day Care accounts.

The FLEX\$ card doesn't always distinguish which purchases are eligible. You're responsible to keep all receipts for tax and verification purposes. PEHP may ask for verification of charges.

For places that don't accept the FLEX\$ Benefits Card, simply pay for the charges and submit a copy of the detailed receipt and a claim form to PEHP for reimbursement.

Limitations apply. Go to www.pehp.org for eligibility and more details.

Eligible Expenses

- » Most over-the-counter drugs and medicines can be paid for or reimbursed without a doctor's prescription.
- » Menstrual care products are now considered a qualified medical expense and are eligible for payment or reimbursement.

FLEX\$ HEALTHCARE ACCOUNT for eligible health expenses for you and your eligible dependents. A partial list of eligible expenses is on the back of this brochure.

FLEX\$ DEPENDENT DAY CARE ACCOUNT for eligible day care expenses for your eligible dependents to allow you and/or your spouse to work, look for work, or go to school.

For more information about which expenses are eligible, download <u>IRS</u> <u>Publication 502</u>.

PEHP FLEX\$ Plan Year: July 1, 2023 – June 30, 2024

What's covered?

Examples of eligible expenses

- » Alcohol & drug treatment programs
- » Band-Aids, bandages & gauze pads
- » Body scan diagnostic or screening tests
- » Cold/hot packs for injuries
- » Cold, flu medicine, cough drops & throat lozenges
- » Condoms & spermicidal foam
- » Contact lenses, including lens care supplies
- » Eyeglasses
- » First aid cream & antibacterial ointment
- » Hand sanitizer
- » Hearing aids & batteries
- » Infertility treatment
- » Laser eye surgery
- » Masks (PPE)
- » Menstrual care products
- » Orthodontia (copy of contract required)
- » Orthotics
- » Most over-the-counter medications
- » Prescription drugs
- » Routine physical exams
- » Nasal strips
- » Sanitizing wipes
- » Sunburn ointment or cream
- » Thermometers

What's not covered?

Examples of non-eligible expenses

- » Aromatherapy
- » Botox
- » Contact lens service agreement or insurance
- » Cosmetic procedures & surgery
- » Dental service agreement
- » Face cream, suntan lotion & moisturizers
- » Health club dues and gym memberships
- » Insurance premiums
- » Electrolysis or hair removal
- » Oral supplies and electric toothbrushes
- » Payments for services performed outside the current plan year
- » Vitamins and supplements

Examples of expenses requiring a doctor's note

- » Massage therapy
- » Sunglasses
- » Weight loss drugs & programs for treatment of a specific disease

PEHP FLEX\$ CONTACT INFO

Phone: 801-366-7503 or 800-753-7703 | **Fax:** 801-366-7772 | **Email:** flex@pehp.org

PEHP LTD

Your Reliable Safety Net

PEHP Long-Term Disability (LTD) is your safety net should you become disabled and unable to work. This important benefit is paid for by your employer at no cost to you.

After a three-month waiting period, LTD provides two-thirds of your regular monthly salary for accidental bodily injury, disease, or illness if you're unable to perform your regular job. If you're disabled by external force or violence while performing your job, you may be eligible to receive 100% of your regular salary.



After two years on LTD, if you can't perform any gainful employment, you may apply for "ongoing" LTD. To continue receiving the benefit, you must be unable to perform any gainful employment.

LTD Basics			
Benefit Amount	Two-thirds of your salary		
Waiting Period	Three months; closest to the first of the month		
First 24 months of LTD	Must be unable to perform your regular job		
After 24 months of LTD	Must be unable to perform any gainful employment (includes sedentary work)		
Maximum Benefit	Age 65* or retirement with Utah Retirement Systems**		
Line of Duty Benefit (External Force/Violence)	100% of regular salary		

^{*}Exception is if date of disability is age 60+. See Page 4.

^{**}Go to www.urs.org to find out the years of service required for you to retire.

Learn More About PEHP LTD

Answers to our most frequently asked questions

When should I apply for LTD benefits?

You must apply for LTD benefits within six months from your last day worked in your regular full-duty job.

We encourage you to apply as soon as possible.

How do I apply for LTD benefits?

Contact our office for a phone interview and then you will be mailed an application and other forms to sign. See contact information on the back page.

Who is eligible?

Most employees who are eligible for an employer sponsored retirement plan are eligible for LTD; contact us if you need to confirm your eligibility. The Legislature created the benefit as a bridge from active to retirement status therefore URS post-retirees are ineligible. Retirement is the only benefit available to employees who have accrued full years of service toward retirement because Title 49 states LTD benefits terminate when the eligible employee has accumulated the following years:

Accrued years to retire are:

» Tier 1 Public Employee: 30 years
» Tier 1 Public Safety: 20 years
» Tier 2 Public Employee: 35 years
» Tier 2 Public Safety: 25 years

It is also important to note that age is not a factor in determining initial eligibility; if you're age 60 or older, see page 4.

Vocational Rehabilitation	Services include counseling and assistance returning to your regular job or finding new employment.
Rehabilitative Employment	May be able to work while on LTD. Requires prior approval. LTD benefits partially reduced.

How does PEHP LTD confirm I am disabled?

We must confirm your disability and impairment with objective medical documentation. We do this by collecting and reviewing medical records from your healthcare providers.

What happens to my URS retirement accrual while I am on LTD?

- » If you were hired before July 1, 2011, you will continue to earn years of service toward your URS retirement.
- » If you were hired on or after July 1, 2011, you may continue to earn years of service credit toward URS retirement if your employer has signed a benefit protection contract. Check with your employer.

Are there limits to my benefit?

Medical or psychological conditions that existed prior to eligibility may not be a basis for LTD benefits until you have had one year of continuous LTD eligibility.

How long can I receive LTD benefits?

If you are unable to perform your regular job and you remain disabled, you may remain on disability up to 24 months.

At the end of 24 months, you can apply for ongoing benefits if you can't perform any gainful employment, based on objective medical documentation.

As long as you meet the disability requirements you can remain on LTD until you reach age 65 or have enough years of service toward retirement to retire, whichever comes first.

If you become disabled at or after age 60, LTD is payable as follows (unless you accrue enough years of service toward retirement to retire first):

Age 60 or 61	»	five years
Age 62 or 63	»	four years
Age 64 or 65	»	three years
Age 66, 67 or 68	»	two years
Age 69 or older	»	one year



PEHP Long-Term Disability

560 East 200 South Salt Lake City, UT 84102 801-366-7583 | 800-365-7347

Email us: pehp.ltd@pehp.org **More info:** visit www.pehp.org

Does other income affect my LTD benefits?

LTD benefits are reduced when you receive income from sources such as Social Security, workers' compensation, third-party payments, sick/vacation pay and wages from rehabilitative employment.

Note: This brochure offers a brief overview only. For more detailed information about your LTD benefits, go to www.pehp.org.

The LTD Program is established by Title 49 of Utah Code at 49-21-101. The information here provides a general description of benefits provided and is for informational purposes only. No error, misrepresentation or ambiguity in this information creates any rights or benefits not expressly granted by Utah Code Title 49.

PEHP Life & Accident

NOTE: Depending on your employer's choice of Life & Accident plans, this brochure's benefits may not apply. Please refer to your employer or contact PEHP Group Term Life and AD&D for details.

Group Term Life Coverage

EMPLOYEE BASIC COVERAGE

Your employer funds basic coverage at no charge to you.

COVERAGE	AMOUNT
Up to Age 70	50,000
Age 71 to 75	25,000
Age 76 and over	12,500



LINE-OF-DUTY DEATH BENEFIT

If you're enrolled in basic coverage, you get an additional \$50,000 Line-of-Duty Death Benefit at no extra cost. Enrollment is automatic.

ACCIDENTAL DEATH RIDER

If you're enrolled in basic coverage, you get an additional \$10,000 Accidental Death Benefit, subject to the provisions of the PEHP Group Accident Plan, at no extra cost. Enrollment is automatic.

EVIDENCE OF INSURABILITY

You must submit evidence of insurability if:

- You want more coverage than the guaranteed issue;
- You apply for any amount of coverage 60 days after your hire date.

After you apply for coverage, PEHP will guide you through the necessary steps to get evidence of insurability. They may include:

- Completing a health questionnaire;
- Basic biometric testing and blood work;
- Furnishing your medical records.

EMPLOYEE ADDITIONAL TERM COVERAGE

If you apply within 60 days of your hire date, you can purchase up to \$200,000 as guaranteed issue. After 60 days, or for coverage greater than \$200,000 you must provide evidence of insurability.

Monthly Rates	25,000	50,000	100,000	150,000	200,000	250,000	300,000	350,000	400,000	450,000	500,000
Under age 30	1.20	2.40	4.80	7.20	9.60	12.00	14.40	16.80	19.20	21.60	24.00
Age 30 to 34	1.30	2.60	5.20	7.80	10.40	13.00	15.60	18.20	20.80	23.40	26.00
Age 35 to 39	1.80	3.60	7.20	10.80	14.40	18.00	21.60	25.20	28.80	32.40	36.00
Age 40 to 44	2.20	4.40	8.80	13.20	17.60	22.00	26.40	30.80	35.20	39.60	44.00
Age 45 to 49	4.20	8.40	16.80	25.20	33.60	42.00	50.40	58.80	67.20	75.60	84.00
Age 50 to 54	5.10	10.20	20.40	30.60	40.80	51.00	61.20	71.40	81.60	91.80	102.00
Age 55 to 59	8.10	16.20	32.40	48.60	64.80	81.00	97.20	113.40	129.60	145.80	162.00
Age 60 to 69	13.70	27.40	54.80	82.20	109.60	137.00	164.40	191.80	219.20	246.60	274.00
After age 69, rates remain constant and coverage changes											

After age 69, rates remain constant and coverage changes

Coverage Amounts	13.70	27.40	54.80	82.20	109.60	137.00	164.40	191.80	219.20	246.60	274.00
Age 70 to 74	12,500	25,000	50,000	75,000	100,000	125,000	150,000	175,000	200,000	225,000	250,000
Age 75 and over	6,250	12,500	25,000	37,500	50,000	62,500	75,000	87,500	100,000	112,500	125,000

PEHP Life & Accident

SPOUSE BASIC COVERAGE: Your employer funds \$10,000 of spouse basic coverage at no charge to you.

SPOUSE ADDITIONAL TERM COVERAGE

You can buy up to \$500,000 in spouse coverage. If you apply within 60 days of your hire date or marriage date, up to \$50,000 is guaranteed issue. After 60 days, and for all amounts above \$50,000, you must complete a health statement.

Monthly Rates	25,000	50,000	100,000	150,000	200,000	250,000	300,000	350,000	400,000	450,000	500,000
Under age 30	1.20	2.40	4.80	7.20	9.60	12.00	14.40	16.80	19.20	21.60	24.00
Age 30 to 34	1.30	2.60	5.20	7.80	10.40	13.00	15.60	18.20	20.80	23.40	26.00
Age 35 to 39	1.80	3.60	7.20	10.80	14.40	18.00	21.60	25.20	28.80	32.40	36.00
Age 40 to 44	2.20	4.40	8.80	13.20	17.60	22.00	26.40	30.80	35.20	39.60	44.00
Age 45 to 49	4.20	8.40	16.80	25.20	33.60	42.00	50.40	58.80	67.20	75.60	84.00
Age 50 to 54	5.10	10.20	20.40	30.60	40.80	51.00	61.20	71.40	81.60	91.80	102.00
Age 55 to 59	8.10	16.20	32.40	48.60	64.80	81.00	97.20	113.40	129.60	145.80	162.00
Age 60 to 69	13.70	27.40	54.80	82.20	109.60	137.00	164.40	191.80	219.20	246.60	274.00
After age 69, rates re	emain cons	tant and co	verage cha	nges							
Coverage Amounts	13.70	27.40	54.80	82.20	109.60	137.00	164.40	191.80	219.20	246.60	274.00
Age 70 to 74	12,500	25,000	50,000	75,000	100,000	125,000	150,000	175,000	200,000	225,000	250,000
Age 75 and over	6,250	12,500	25,000	37,500	50,000	62,500	75,000	87,500	100,000	112,500	125,000

DEPENDENT CHILDREN COVERAGE

Your employer funds \$10,000 of dependent children coverage at no charge to you. If you apply within 60 days of your hire date or the date of the child's birth, all amounts are guaranteed issue. After 60 days, a health statement will be required for each child. All eligible children will be covered at the same level for one premium. Children can be covered until married or age 26, whichever comes first.

CHILD BASIC COVERAGE: Your employer funds \$10,000 at no cost to you.

Coverage Amount	10,000	15,000	
Monthly cost	0	0.52	

Accidental Death and Dismemberment (AD&D)

AD&D provides benefits for death, loss of use of limbs, speech, hearing or eye sight due to an accident, subject to the limitations of the policy.

INDIVIDUAL PLAN

Your employer funds \$50,000 of AD&D coverage at no charge to you. Select additional coverage from \$25,000 to \$200,000 for a maximum coverage of \$250,000.

Employee's Coverage	Individual Plan	Family Plan
Amount	Monthly Cost	Monthly Cost
50,000	0	0.50

FAMILY PLAN

» Upgrade your individual AD&D plan to a family plan. Convert your employee-funded \$50,000 individual plan to a \$50,000 family plan at a cost of 0.50 per month.

- » Select a coverage amount ranging from \$25,000 to \$200,000, and your spouse and dependents will be automatically covered as follows:
 - Your spouse will be insured for 40% of your coverage amount. If you have no dependent children, your spouse's coverage increases to 50% of yours;
 - Each dependent child is insured for 15% of your coverage amount. If you have no spouse, each eligible dependent child's coverage increases to 20% of yours.
- If injury to an insured person covered for this benefit results within one year of the date of the accident in any of the losses set forth, the plan will pay the sum specified opposite such loss, but the total amount payable for all such losses as a result of any one accident will not exceed the Principal Sum applicable to the insured person. The Principal Sum applicable to the insured person is the amount specified on the enrollment form.

PEHP Life & Accident

Accidental Death and Dismemberment (AD&D)

Additional AD&D Coverage and Cost

INDIVIDUAL PL	AN	FAMILY PLAN
Coverage Amount	Monthly Cost	Monthly Cost
25,000	0.50	0.75
50,000	1.00	1.50
75,000	1.50	2.25
100,000	2.00	3.00
125,000	2.50	3.75
150,000	3.00	4.50
175,000	3.50	5.25
200,000	4.00	6.00

AD&D Payment Schedule

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FOR LOSS OF	BENEFIT PAYABLE
Life	Principal Sum
Two Limbs	Principal Sum
Sight of Two Eyes	Principal Sum
Speech and Hearing (both ears)	Principal Sum
One Limb or Sight of One Eye	Half Principal Sum
Speech or Hearing (both ears)	Half Principal Sum
Use of Two Limbs	Principal Sum
Use of One Limb	Half Principal Sum
Thumb and Index Finger On Same Hand	Quarter Principal Sum
Thumb or Index Finger	Eighth Principal Sum
Any Two Fingers on One Hand	Tenth Principal Sum

^{*}Total benefit for loss of digits on one hand shall not exceed 25%. Benefits may not be combined upon the loss of multiple digits.

LIMITATIONS AND EXCLUSIONS

Refer to the Group Term Life and Accident Plan Master Policy for details on plan limitations and exclusions. Call 801-366-7495 or visit www.pehp.org for details.

Master Policy

This brochure provides only a brief overview. Complete terms and conditions are available in the Group Term Life and Accident Plan Master Policy. It's available when you log in to PEHP for Members at www.pehp.org. Or request a copy by emailing publications@pehp.org.



www.pehp.org 560 East 200 South Salt Lake City, UT 84102-2004 801-366-7495 | 800-753-7495

Accident Weekly Indemnity

- » Employee coverage only
- » If you enroll in AD&D coverage, you may also purchase Accident Weekly Indemnity coverage, which will provide a weekly income if you are totally disabled due to an accident that is not job-related.
- » The maximum eligible weekly amount is based on your monthly gross salary at the time of enrollment. You may purchase a lower amount of coverage than the eligible monthly gross salary, but may not buy coverage for more than the eligible monthly gross salary.

Accident Weekly Indemnity Coverage and Cost

MONTHLY GROSS SALARY IN DOLLARS	MAXIMUM AMOUNT OF WEEKLY INDEMNITY	MONTHLY COST
250 and under	25	0.28
251 to 599	50	0.52
600 to 700	75	0.76
701 to 875	100	1.00
876 to 1,050	125	1.28
1,051 to 1,200	150	1.52
1,201 to 1,450	175	1.76
1,451 to 1,600	200	2.04
1,601 to 1,800	225	2.28
1,801 to 2,164	250	2.52
2,165 to 2,499	300	3.00
2,500 to 2,899	350	3.52
2,900 to 3,599	400	4.04
3,600 and over	500	5.04

Accident Medical Expense

- » Employee coverage only
- » This benefit is available to help you pay for medical expenses that are in excess of those covered by all group insurance plans and no-fault automobile insurance.
- » This benefit will provide up to \$2,500 to help cover medical expenses incurred due to an accident that is not job-related.

Accident Medical Expense Coverage and Cost

MEDICAL EXPENSE COVERAGE	MONTHLY COST
\$ 2,500	\$ 1.18

APPLE VALLEY RESOLUTION BPW-R-2023-04

A RESOLUTION APPROVING THE FORMAT AND AMENDING THE PERSONNEL POLICY AND PROCEDURES MANUAL

NOW THEREFORE, be it ordained by the Council of the Apple Valley, in the State of Utah, as follows:

SECTION 1: <u>AMENDMENT</u> "Vacation" of the Apple Valley Water & Sewer District is hereby *amended* as follows:

AMENDMENT

Vacation

VACATION

A reasonable period of time away from the job is conducive to the good health and well-being of the employee and can have a refreshing effect that is to the advantage of both employee and employer. The District grants annual paid vacation to full-time employees at the following rates:

SERVICE	ACCRUAL
One (1) month to one (1) year	Five (5) 8 hour work days or Four (4) 10 hour work days accrued at the rate of 1.54 hours per work period.
One (1) year up to five (5) years	Ten (10) 8 hour work days or Eight (8) 10 hour work days accrued at the rate of 3.08 hours per work period
Over five (5) years	Fifteen (15) 8 hour work days or Twelve (12) 10 hour work days accrued at the rate of 4.62 hours per work period.

Vacations may be taken as weekly periods, individual days or hourly increments as long as the periods chosen meet with department approval. Vacation leave requests should be submitted a reasonable time in advance of the desired time off.

Employees are required to take their earned vacation. No payments will be made in lieu of taking vacation, except for accrued vacation at the time of termination.

SECTION 2: <u>AMENDMENT</u> "Paid Benefits" of the Apple Valley Water & Sewer District is hereby *amended* as follows:

AMENDMENT

Paid Benefits

PAID BENEFITS (This may be changed at any time at the discretion of the District.)

- A. Medical Health/Dental/Vision Insurance: It is the policy of the District to provide medical health, dental and vision insurance for full-time employees. The rate paid by the District is 100% of the employee portion plus 50% of the family portion. The employee is responsible for 50% of the family portion.
- B. Life insurance: A basic life insurance policy is provided free of charge for each full-time employee, their spouse and children. The employee may voluntarily elect to increase coverage at the expense of the employee.
- C. HSA: It is the policy of the District to provide for HSA benefits. The calculation for each paycheck shall be 50% of the deductible whether it is single or double/family allocated over 26 pay periods. The Employee may contribute up to the maximum prescribed by law.
 - \$134.62 per paycheck for a single employee and \$156.25 per paycheck for an employee with family in HSA benefits. The Employee may contribute up to the maximum prescribed by law.
- D. State and Federal Unemployment: All employees are covered by the benefits of State and Federal Unemployment.
- E. RETIREMENT BENEFITS. The Town fully funds an employee pension plan through the Utah Retirement System (URS) for certain classes of employees as follows:

1. ELIGIBLE:

- a. Regular full-time employee. Eligibility begins after probationary period.
- b. URS Tier 1 Employees: Based on the monthly pay established annually by the URS, currently \$1,148.
- c. URS Tier 2 Appointed Officers are Part-Time Ineligible
- d. URS Tier 2 Elected Officers are Part-Time Ineligible.

Big Plains Water Special Service District Employee Handbook

Introduction

Employment Policies

Compensation Policies

Leave

Employer Benefits

Employee Conduct

Safety And Health

District Vehicle Use

Personal Vehicle Use

Travel Policy

Credit Card Policy

Disciplinary Action

Policy Acknowledgement Form

Introduction

WELCOME

Welcome to the Big Plains Water and Sewer Special Service District. To answer some of the questions you may have concerning the District and its policies in relation to employment, we have prepared this handbook. Please read it thoroughly and retain it for future reference.

THIS HANDBOOK IS PROVIDED FOR GENERAL GUIDANCE ONLY. THE POLICIES AND PROCEDURES EXPRESSED IN THIS BOOK, AS WELL AS THOSE IN ANY OTHER PERSONNEL MATERIALS WHICH MAY BE ISSUED FROM TIME TO TIME, DO NOT CREATE A BINDING CONTRACT. THE DISTRICT DISCLAIMS ANY CONSTRUCTION OF THIS HANDBOOK AS, OR IMPLICATION OF, AN EMPLOYMENT CONTRACT.

This handbook should not be construed to limit the District's right to discharge employees or to create any other obligation or liability on the District. The District reserves the right to unilaterally change or make exceptions to the policies and procedures stated in the handbook at any time for any reason.

No supervisor, manager, or representative of the District other than the Chairman has the authority to enter into any agreement with you for employment for any specified period or to make any promises or commitments contrary to the foregoing. Any actual employment agreement must be in writing and signed by the Chairman.

We have avoided the use of specific gender pronouns wherever possible. However, where such avoidance would lead to awkward sentences, we have used the masculine

pronoun. This use should be considered to refer to both genders.

We wish you success in your position and hope that your employment relationship with the District will be a rewarding experience.

MISSION STATEMENT AND VALUES

"To provide safe and clean drinking water to the District residents as well as fire protection that meets State standards"

District employees make up a team committed to the mission of the District enhanced with objectives like the following:

Integrity: We are committed to having the courage to do the right thing. We nurture trustworthiness and honesty.

Excellence: We are committed to ensuring high standards of performance, providing quality services in a courteous and timely manner.

Stewardship: We are committed to the residents within the District boundaries.

Partnership: We are committed to promoting a spirit of teamwork by strengthening participation and cooperation.

Innovation: We are committed to finding new and better ways to serve the public.

Employment Policies

Employee Code Of Ethics
Equal Employment Opportunity And Unlawful Treatment
Medical Examinations
Employment Of Relatives
Personnel Files
Termination Of Employment
Job Abandonment
Performance Evaluations

Employee Code Of Ethics

PROHIBITED CONDUCT

No current employee or officer, as specified, shall:

- 1. Disqualification from Acting on District Business.
 - a. Engage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the employee's independence of judgment or action in the performance of official duties and fail to disqualify him or herself from official action in those instances where conflict occurs;
 - b. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any matter upon which the employee is required to act in the discharge of his or her official duties, and fail to disqualify him or herself from acting or participating;
 - c. Fail to disqualify him or herself from acting on any transaction which involves the District and any person who is, or at any time within the preceding twelve (12) month period has been a private client of his or hers, or of his or her firm or partnership;
 - d. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any contract or transaction to which the District or any District agency may be a party, and fails to disclose such interest to the appropriate authority prior to the formation of the contract or the time the District or District agency enters into the transaction; provided, that this paragraph shall not apply to any contract awarded through the public bid process in accordance with applicable law.
- 2. Improper Use of Official Position.
 - a. Use his or her official position for a purpose that is, or would to a reasonable person appear to be primarily for the private benefit of the employee, rather than primarily for the benefit of the District; or to achieve a private gain or an exemption from duty or responsibility for the employee or any other person;
 - b. Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any District funds or property, for a purpose which is, or to a reasonable person would appear to be, for something other than a legitimate purpose.
 - c. Except in the course of official duties, assist any person in any transaction where the employee's assistance is, or to a reasonable person would appear to be, enhanced by that employee's position with the District; provided that this subsection shall not apply to: any employee appearing on his or her own behalf or representing himself or herself as to any matter in which he or she has a proprietary interest, if not otherwise prohibited by ordinance;

d. Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do business with the District, and influence or attempt to influence the selection of, or the conduct of business with that business or entity.

3. Accept Gifts or Loans.

- a. Ask for or receive, directly or indirectly, any compensation, gift, gratuity, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty; except that the following shall be allowed:
 - i. Unsolicited flowers, plants, and floral arrangements;
 - ii. Unsolicited advertising or promotional items of nominal value, such as pens and notepads;
 - iii. Unsolicited token or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
 - iv. Unsolicited food items given to a department when the contents are shared among employees and the public;
 - v. Unsolicited items received for the purpose of evaluation or review provided the officer or employee has no personal beneficial interest in the eventual use or acquisition of the item by the [entity];
 - vi. Information material, publications, or subscriptions related to the recipient's performance of official duties;
 - vii. Food and beverages consumed at hosted receptions where attendance is related to official duties;
 - viii. Meals, beverages, and lodging associated with retreats or other meetings where the official serves as a representative, designee or is otherwise assigned to another organization or entity from the District;
 - ix. Travel costs, lodging, and tuition costs associated with the District sanctioned training or education when not provided by a private entity under contract with the District;
 - x. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization and other officials or employees of similar agencies are in attendance;
 - xi. Unsolicited gifts from dignitaries from another entity or other jurisdiction that are intended to be personal in nature;

- xii. Campaign contributions; and
- xiii. Unsolicited gifts with an aggregate economic value of \$50.00 or less from a single source in a calendar year received either directly or indirectly by the official or employee.
- 4. Disclose Privileged Information.
 - a. Disclose or use any privileged or proprietary information gained by reason of his or her official position for the immediate or anticipated personal gain or benefit of the employee or any other person or entity; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.
- 5. Financial or Beneficial Interest in Transactions.
 - a. Regardless of prior disclosure an employee or officer may not participate in or benefit from (personally or through his or her family) a contract or agreement where that employee or officer acted as an agent of the District. This includes receiving compensation, gratuity or other benefit from an interested party of an agreement or contract with the District.
- 6. Nepotism.
 - a. Violate Utah Code § 52-3, which prohibits employment of relatives, with few exceptions.
- 7. Misuse of Public Resources or Property.
 - a. Violate Utah Code § 76-8-4, which delineates the unlawful use of public funds and destruction of property, including records.
- 8. Outside Employment.
 - a. Retain secondary employment outside of District employment, which, as determined by the Board, and according to Utah Administrative Code R477-9-2:
 - i. Interferes with an employee's performance.
 - ii. Conflicts with the interests of the District.
 - iii. Gives reason for criticism or suspicion of conflicting interests or duties.
- 9. Political Activity.

- a. Except as otherwise provided by law:
 - i. The partisan political activity, political opinion, or political affiliation of an applicant for a position with the District may not provide a basis for denying employment to the applicant.
 - ii. District officer's or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the officer or employee's employment, promotion, disciplinary action, demotion, or dismissal.
 - iii. A District employee may not engage in political campaigning or solicit political contributions during hours of employment.
 - iv. A District officer or employee may not use District equipment while engaged in campaigning or other political activity.
 - v. A District officer or employee may not directly or indirectly coerce, command, or advise another District officer or employee to pay, lend, or contribute part of the officer's or employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes.
 - vi. A District officer or employee may not attempt to make another officer or employee's employment status dependent on the officers or employee's support or lack of support of a political party, affiliation, opinion, committee, organization, agency, or person engaged in political activity.
- b. A District employee who has filed a declaration of candidacy may:
 - i. be given a leave of absence for the period between the primary election and the general election; and
 - ii. Use any vacation or other leave available to engage in campaign activities.
- c. Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and termination, against the employee.
- d. Nothing in this section shall be construed to:
 - i. prohibit a District officer or employee's voluntary contribution to a party or candidate of the officer or employee's choice; or
 - ii. Permit a District officer or employee partisan political activity that is prohibited under federal law.
- e. No District officer or employee shall solicit or participate in soliciting any

- assessment, subscription, or contribution to any political party during working hours on the premises of any Town of Apple Valley property.
- f. No District officer or employee shall promise any appointment to any position with the District as a reward for any political activity.
- g. A District employee who is elected to an office with the District shall terminate employment prior to being sworn into the appointed office.

10. Fair and Equal Treatment.

- a. No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive public office because of such person's race, color, age, religion, sex, national origin, or functional limitation as defined by applicable state or federal laws, if otherwise qualified for the position or office.
- b. No District officer or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

11. Prohibited Conduct After Leaving the District:

- a. No former employee shall, during the period of one (1) year after leaving District office or employment:
 - i. Disclose or use any privileged or proprietary information gained by reason of his/her District employment for his/her gain or anticipated gain, or for the gain or anticipated gain of any person, unless the information is a matter of public knowledge or is available to the public on request;
 - ii. Assist any person in proceedings involving an agency of the District with which he/she was previously employed, involving a matter in which he or she was officially involved, participated or acted in the course of duty;
 - iii. Represent any person as an advocate in any matter in which the former employee was officially involved while a District employee;
 - iv. Participate as a competitor in any competitive selection process for a District contract in which he or she assisted the District in determining the project or work to be done or the process to be used.

Equal Employment Opportunity And Unlawful Treatment

EQUAL EMPLOYMENT

Big Plains Water and Sewer Special Service District is an Equal Opportunity Employer.

The District hires on the basis of the ability to perform a position's essential functions without regard to race; color; religion; sex; pregnancy, childbirth, or pregnancy-related conditions; national origin; age; disability; sexual orientation; gender identity; genetics; protected veteran status; or any other class protected by applicable federal, state, and local employment laws. The District expressly prohibits any form of unlawful employee harassment or discrimination based on the preceding factors. Unlawful interference with the ability of you to perform your expected job duties is not tolerated. If you require an accommodation, please notify human resources, or your supervisor. This policy applies to all terms and conditions of employment, including, but not limited to: hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

Recruitment: It is the District's policy to extend first consideration to current employees desiring to fill an open job position and then to residents of Apple Valley as preference. However, this does not guarantee employment. The successful applicant must be qualified to perform the essential duties of the position.

Employment of Minors: It is the District's policy not to hire any individual under the age of fourteen (14) for any position.

SEXUAL HARASSMENT

It is the District's policy to regard sexual harassment as a very serious matter and to prohibit it in the work place or among the work force by any person and in any form. The District also prohibits inappropriate sexual conduct which includes but is not limited to:

- Unwelcome sexual flirtations, advances, propositions, or touching;
- Verbal or written abuse of a sexual nature;
- Graphic verbal comments about an individual's body;
- Sexually degrading words used to describe an individual;
- Display in the work place of sexually suggestive objects or pictures; and
- Other conduct of a sexual nature which is inappropriate for the workplace.

COMPLAINT PROCEDURE

Each employee is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise unlawful, and for respecting the rights of their coworkers.

If you feel you have been subjected to or witnessed any job-related harassment based

on sex, race, or any other protected characteristic listed above, or believe you or someone else has been treated in an unlawful or discriminatory manner, you shall file an oral or written complaint of harassment, discrimination or retaliation or all of the above with the human resource representative, or your supervisor. If the investigation concludes that an employee has inappropriately harassed or discriminated against another person, appropriate disciplinary action will be taken against the offending employee up to and including termination.

The District prohibits any form of retaliation against you for filing a complaint under this policy or for assisting in a complaint investigation.

Medical Examinations

MEDICAL EXAMINATIONS

The District has the discretion to perform medical examinations to assess an employee's ability to perform essential job-related functions. Results of an examination will not be used to discriminate against you if you can perform the essential functions of your position with or without reasonable accommodations.

The information obtained will be maintained in medical files separate from general employee personnel files.

Employees who refuse to consent to a physical evaluation or drug or alcohol screen are subject to disciplinary action up to and including termination. The reason(s) for refusal will be considered in determining the appropriate disciplinary action. No disciplinary action will be taken without first discussing the matter with the employee. Questions about medical examinations or drug or alcohol screenings should be directed to your human resource representative or supervisor. See Drug Free Workplace page 24 for more information regarding drug testing.

Employment Of Relatives

EMPLOYMENT OF RELATIVES

Under certain conditions, the District restricts, and in some cases prohibits the hiring and promotion of current employees' relatives to avoid actual or perceived conflicts of interest. The District will exercise sound business judgment and mitigating measures in the placement of related employees in accordance with Utah State Code Sections 52-3-1 through 52-3-4.

Employees may not participate in the hiring or supervision of their own relatives except when specifically permitted under state law. No relative of any current District employee

may be hired unless the head of each involved employing department agrees that it will not cause a conflict or other problem in either department. For the purpose of this policy, a "relative" is defined as a father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, uncle, aunt, nephew, niece, grandson, granddaughter, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or a daughter-in-law.

Personnel Files

PERSONNEL FILES

The District maintains personnel files on each employee. These files contain documentation regarding all aspects of your tenure with the District, such as performance appraisals, beneficiary designation forms, disciplinary warning notices, and letters of commendation. If you are interested in reviewing your file, please contact human resources.

Your personnel file is a permanent record and the information entered in it will remain in it. You have the right to attach your own comments to anything in your personnel file.

To ensure your personnel file is up-to-date at all times, notify human resources of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements, emergency contacts, and so forth.

HIPAA Privacy Regulations: The District is compliant with the privacy portion of the Health Insurance Portability and Accountability Act (HIPAA). The privacy section requires the proper protection of personal health information (PHI). The District safeguards the access to all health documentation. Employees who have access to any PHI are required to comply with the privacy policy and will limit use of this documentation to the minimum necessary to accomplish their required work.

Termination Of Employment

TERMINATION OF EMPLOYMENT

If you desire to terminate your employment relationship with the District, you are urged to notify the District at least two (2) weeks in advance of your intended termination. Such notice should preferably be given in writing to your supervisor. Proper notice generally allows the District sufficient time to calculate accrued vacation, overtime, and/or other monies to which you may be entitled and to include such monies in your final paycheck.

For retirement, you are urged to provide the District with a minimum of two months' notice. This will allow ample time for the processing of appropriate pension forms to ensure commencement of retirement benefits in a timely manner of which you may be entitled and to fill the position of which you are retiring from.

All outgoing employees are required to complete and sign the "Separation of Employment Checklist Form" before they receive their final paycheck. The purpose of this form is to review eligibility for benefit continuation, ensure all necessary forms are completed, and to ensure all District property has been turned in.

An employee's employment with the District may terminate in different ways:

- 1. Resignation: Employees may resign at any time as outlined above.
- 2. De-facto Resignation: Employees who are absent from work for three consecutive days and are capable of providing notice, but fail to do so, are considered to have voluntarily resigned. See Job Abandonment below.
- 3. Reduction in Force: The District may eliminate positions and terminate employees as a result of inadequate funding, budget shortfalls, workforce restructuring, changes in workload, or lack of work.
- 4. Termination: Just as employees may terminate their employment at any time, the District may terminate the employment relationship without cause. Employees may be terminated as a result of poor performance, violation of District policies, or other conduct incompatible with District service.

Job Abandonment

JOB ABANDONMENT

Any employee who is absent from work without giving notification and was capable of giving notification may be disciplined for failure to report to work. Discipline may include, but is not limited to, termination.

In rare situations, an employee may be absent from work due to a medical emergency or other unforeseen circumstances which keep the employee from providing timely notification of absence. In such instances, the employee or the employee's representative should contact the supervisor as soon as possible to explain the situation.

Performance Evaluations

PERFORMANCE EVALUATIONS

Performance evaluations will consist of an objective review of the employee's performance at designated intervals during employment. These evaluations may be used in decisions concerning advancement, future training needs, performance related salary adjustments and contested disciplinary actions. All evaluations will become a permanent part of the employee's personnel file.

Probationary/New Employees: Probationary periods begin on the first day of employment and continue for 90 days. Performance evaluations shall be conducted on probationary employees following the end of their probationary period. Results of such evaluations shall not obligate the District to any particular course of action.

All Other Classes of Employees: Performance evaluations will be conducted annually on or about the employee's anniversary date of hire.

Compensation Policies

Classification Of Employment
Compensation
Regular Pay Procedures
Working Hours And Breaks
Recording Work Hours
Overtime Pay

Classification Of Employment

CLASSIFICATION OF EMPLOYMENT

For purposes of employee recruitment, hiring and separation, salary administration, and eligibility for employee benefits, the District classifies its employees as follows:

Employment Classification	Schedule	Service Limitation	Health Benefits	Retirement Plan	Statutory Benefits	
Appointed	Varies	Term	None	None	None	
Full-Time Regular	30 or more hours/week	No	Yes	Yes	Yes	
Part-Time Regular	Less than 30 hours/week	No	None	None	Yes	
Seasonal/Tem porary	Varies	Yes	None	None	Yes	
Volunteers	Varies	No	None	None	None	

Probationary	Varies	Yes	None	None	Yes
Independent Contractors (Not an Employee)	Varies	Yes	N/A	N/A	N/A

Full-Time Regular:

- Hired to work 30 or more hours a week (not seasonal/temporary).
- May be terminated at any time at the will of the District, excepting employees with contracts being subject to contract specifications.
- Eligible for health, leave and retirement benefits.

Part-Time Regular:

- Hired to work less than 30 hours a week (not seasonal/temporary).
- May be terminated at any time at the will of the District.
- Not eligible for health, leave and retirement benefits.

Seasonal/Temporary:

- Hired as temporary, seasonal or emergency employee.
- Cannot work more than 270 days at a time.
- May be terminated at any time at the will of the District.
- Not eligible for health, leave and retirement benefits.

Volunteer:

- Hired as temporary individuals at the discretion of the Board to complete tasks as necessary from time to time.
- May be terminated at any time at the will of the District.
- No compensation.
- Provided the protections as an employee, i.e., workers compensation, liability insurance, operation of District vehicles/equipment

Probationary:

- All new employees shall be subject to a 90-day probationary period.
- May be terminated at any time at the will of the District.
- Not eligible for health and retirement benefits.

Independent Contractors:

 Independent contractors hired to perform professional or other specialized services for the District are not employees of the District and do not qualify for District benefits. Contractors must provide proof of Workers Compensation coverage or a waiver as part of the contract.

To facilitate provisions of the Fair Labor Standards Act, employees are classified as either Exempt or Nonexempt.

- Exempt: Positions of a managerial, administrative, or professional nature, as defined by Federal and State Labor Statutes exempt from minimum wage and mandatory overtime payment regulations.
- Nonexempt: Positions of a clerical, technical, or service nature, as defined by Federal and State Labor Statutes, which are covered by provisions for minimum wage and mandatory overtime payment regulations.

Compensation

COMPENSATION

Compensation is based on market standards and level of experience. The District seeks to maintain a high quality public work force by considering the comparative pay and benefits needed to compete in the labor market. The District may alter pay rates or compensation methods at any time at its discretion.

An employee's compensation can change in the following ways:

1. General Increase: The District may at their discretion grant a general compensation increase to employees to reflect market trends and changes in cost of living.

2. Performance Increase: Full and part-time employees working more than 20 hours per week are eligible for a performance increase based upon performance and the recommendation of the employee's applicable supervisor.

Regular Pay Procedures

REGULAR PAY PROCEDURES

You will normally be paid by check or direct deposit on a biweekly basis, usually on a Friday. If a scheduled payday falls on a District observed holiday, you will usually be paid on the day preceding the holiday.

Working Hours And Breaks

WORKING HOURS AND BREAKS

Work Week: The work week begins on Sunday morning at 12:00 a.m. and ends Saturday evening at 12:00 a.m.

Work Days/Hours: Work days and hours for full-time employees are as designated by the District Board. All other employees are as designated by the supervisor.

Lunch Periods: Each employee working at least an eight (8) hour day is entitled to a one-hour unpaid lunch period. Part-time employees working five (5) or more hours a day are entitled to at least a 30-minute unpaid lunch period. Supervisors may authorize longer periods. The lunch schedule generally should be between the hours of 11:00 a.m. and 2:00 p.m.

Rest Breaks: Each employee is entitled to a 15-minute paid rest break around the midpoint of each 4-hour segment worked. Rest breaks cannot be combined with a lunch period or otherwise saved, nor used to extend a lunch period or shorten work hours.

Recording Work Hours

RECORDING WORK HOURS

All non-exempt employees are required to record time worked and absences on an approved time sheet. Failure to accurately record your hours may result in loss of pay and possible discipline. Exempt employees should record work hours only by exception

(i.e., sick, vacation). All time sheets are due on the Monday of the payroll week and must be signed by the employee.

Overtime Pay

OVERTIME PAY

Non-exempt employees are covered by the minimum wage and overtime provisions of the Fair Labor Standards Act. Those who are Exempt are protected from improper or illegal salary deductions.

Non-Exempt: If you are classified as a non-exempt employee, you will be paid one and one-half times your regular hourly rate of pay for all hours worked beyond 40 hours in the work week. You may agree with your supervisor in advance to accrue compensatory time in lieu of paid overtime.

The maximum amount of compensatory time an employee may accrue is 240 hours (or 160 hours of actual overtime work). Compensatory time accumulates at the overtime rate of one and one-half hours for every overtime hour worked. The District may pay accrued compensatory time at any time.

Any leave time taken during a work period does not count toward your hours worked for overtime purposes.

Employees required to work on District recognized holidays will be paid one and one-half times their regular hourly rate.

If it is necessary to work overtime greater than one (1) hour to complete your responsibilities, you must get prior approval from your supervisor.

Exempt: If you are classified as an exempt employee, you will be paid on a salary basis. The District will not knowingly make improper or illegal deductions from your paycheck. If an improper deduction has been made, bring it to the attention of human resources.

Leave

Holidays
Vacation
Bereavement Leave
Jury Duty And Witness Leave
Military Leaves Of Absence
Leave Without Pay
Absence Without Leave

Holidays

Holidays

Each year the District provides thirteen (13) paid holidays if the holiday falls on a regularly scheduled work day as follows:

- January 1 New Years' Day
- January (3rd Monday) Martin Luther King Jr Day
- February (3rd Monday)

 Presidents' Day
- May (Last Monday) Memorial Day
- July 4 Independence Day
- July 24 Pioneer Day
- September (1st Monday) Labor Day
- October (2nd Monday) Columbus Day
- November 11 Veteran's Day
- November 4th Week (Thursday/Friday) Thanksgiving Day
- December 24 Christmas Eve ½ Day
- December 25 Christmas Day
- December 31 New Year's Eve ½ Day

If holidays fall on Saturday, then the preceding Friday is usually the recognized holiday. If it falls on Sunday, then the following Monday is usually the recognized holiday.

Vacation

VACATION

A reasonable period of time away from the job is conducive to the good health and wellbeing of the employee and can have a refreshing effect that is to the advantage of both employee and employer. The District grants annual paid vacation to full-time employees at the following rates:

SERVICE	ACCRUAL

One (1) month to one (1) year	Five (5) work days accrued at the rate of 1.54 hours per work period.
One (1) year up to five (5) years	Ten (10) work days accrued at the rate of 3.08 hours per work period
Over five (5) years	Fifteen (15) work days accrued at the rate of 4.62 hours per work period.

Vacations may be taken as weekly periods, individual days or hourly increments as long as the periods chosen meet with department approval. Vacation leave requests should be submitted a reasonable time in advance of the desired time off.

Employees are required to take their earned vacation. No payments will be made in lieu of taking vacation, except for accrued vacation at the time of termination.

Bereavement Leave

BEREAVEMENT LEAVE

The District grants up to 24 hours paid work time in the event of the death of your spouse, child, parent, siblings, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or a daughter-in-law, or another relative who has been living in your residence. Part-time employees time will be prorated based on the number of hours you are regularly scheduled to work. Employees may use vacation or compensatory time to supplement bereavement leave or to attend the funeral of other family members. Requests for bereavement leave should be made as soon as possible to your immediate supervisor.

Jury Duty And Witness Leave

JURY DUTY AND WITNESS LEAVE

Every employee is entitled to a leave of absence when subpoenaed or ordered to appear as a juror or witness by the Federal Government, State of Utah, or political subdivision thereof. Full-time employees may use accrued vacation leave or compensatory time to supplement this leave. Part-time employees will be given time off without pay and/or may use accrued compensatory time off while serving.

Military Leaves Of Absence

MILITARY LEAVES OF ABSENCE

Full-time employees may use accrued vacation, compensatory time, or leave without pay for military or reserve duty. You will be granted a military leave of absence for the period of military service, in accordance with applicable federal and state laws. A copy of your military orders should be submitted as soon as possible. Your eligibility for reinstatement after your military duty or training is completed is determined in accordance with applicable federal and state laws.

All benefits, including retirement benefits, will be administered in compliance with federal and state laws and consistent with the District's approved compensation plan.

Leave Without Pay

LEAVE WITHOUT PAY

Employees are advised to accumulate leave to have available for unexpected reasons such as vacation opportunities, family events, injury, or illness. The use of unpaid leave is discouraged. Requests must be submitted to the supervisor for approval. Vacation accrual will be prorated during the leave of absence.

Absence Without Leave

ABSENCE WITHOUT LEAVE

No employee may be absent from duty without permission of their supervisor. All employees should notify the supervisor prior to an absence. However, in emergency situations where prior notification is not possible, the employee should notify their supervisor as soon as possible.

If a pattern (two or more) of unexplained or unexcused absences develops, employees may be subject to a disciplinary action to correct the problem.

An employee absent for three (3) consecutive days without notice to their supervisor will be assumed to have resigned voluntarily, and will be terminated accordingly.

Employer Benefits

Workers Compensation
Social Security/FICA
Paid Benefits

Workers Compensation

WORKERS COMPENSATION

- A. All employees are covered by workers compensation which provides medical reimbursement and disability benefits for a job-related illness or injury. An employee does not accrue benefits while receiving workers compensation payments.
- B. Employees may use accrued vacation to make up the difference between workers compensation benefits and their base pay.
- C. Medical Attention: An employee who sustains a bona fide, on -the-job injury may seek medical attention from the medical facility of their choice. They must tell the doctor, HOW, WHEN and Where the accident occurred. The doctor will complete a medical report and copies of this report should be sent within seven (7) days to the insurance carrier. Do not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan.
- D. Initial Reporting of Illness or Injury: Reporting the accident or illness is critical to qualification for payment under workers' compensation. If an employee is injured while on the job, no matter how minor, the circumstances should be reported to the supervisor immediately. The proper form should be completed and sent to the insurance carrier within seven (7) days of the date of injury.
- E. Reporting While Off the Job: While on leave because of a bona fide, on-the-job injury or illness, an employee must contact their supervisor to report on their condition. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.
- F. Return to Service: All employees must return to work after the approval of the attending physician. A statement from the attending physician stating the employee is able to resume normal duties will be required before returning to work. Failure to return to work when directed may result in immediate termination. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within their current job classification.
- G. At the time of final release or settlement of a worker's compensation claim, if no vacancy exists; and, if a reasonable effort which has proven unsuccessful, has been made to place the employee in another position, they may be terminated

and paid any accrued benefits due to them.

H. Do not falsify any work injury report and report only injuries that occur on the job. Falsifying workers' compensation claims will merit discipline up to and including termination and may result in criminal and/or civil action by the insurance company.

Social Security/FICA

SOCIAL SECURITY/FICA

All employees are covered by the benefits of Old Age, Survivors, and Disability Insurance as provided for by law. Contributions of the employee and the District will be made in accordance with the provision of the law.

Paid Benefits

PAID BENEFITS (This may be changed at any time at the discretion of the District.)

- A. Medical Health/Dental/Vision Insurance: It is the policy of the District to provide medical health, dental and vision insurance for full-time employees. The rate paid by the District is 100% of the employee portion plus 50% of the family portion. The employee is responsible for 50% of the family portion.
- B. Life insurance: A basic life insurance policy is provided free of charge for each full-time employee, their spouse and children. The employee may voluntarily elect to increase coverage at the expense of the employee.
- C. HSA: It is the policy of the District to provide for \$134.62 per paycheck for a single employee and \$156.25 per paycheck for an employee with family in HSA benefits. The Employee may contribute up to the maximum prescribed by law.
- D. State and Federal Unemployment: All employees are covered by the benefits of State and Federal Unemployment.
- E. RETIREMENT BENEFITS. The Town fully funds an employee pension plan through the Utah Retirement System (URS) for certain classes of employees as follows:

1. ELIGIBLE:

- a. Regular full-time employee. Eligibility begins after probationary period.
- b. URS Tier 1 Employees: Based on the monthly pay established annually by the URS, currently \$1,148.
- c. URS Tier 2 Appointed Officers are Part-Time Ineligible
- d. URS Tier 2 Elected Officers are Part-Time Ineligible.

Employee Conduct

Guidelines For Appropriate Conduct
Conflicts Of Interest
Information Reporting And Whistle Blowing
Outside Employment
Personal Use Of District Property
Reimbursable Expenses
Clean Air Policy
Workplace Violence
Complaint Resolution Procedure
Drug Free Workplace

Guidelines For Appropriate Conduct

GUIDELINES FOR APPROPRIATE CONDUCT

As an integral member of the District team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights of others but also demands that you refrain from any behavior that might be harmful to you, your coworkers, and/or the District, or that might be viewed unfavorably by current or potential customers or by the public at large.

Whether you are on duty or off, your conduct reflects on the District. Consequently, you are encouraged to observe the highest standards of professionalism at all times. It is the responsibility of each employee to comply with these standards, for performance of their duties.

All employees are expected to maintain a neat and clean personal appearance.

Standards of dress shall be appropriate to the job and the tasks to be accomplished.

Conflicts Of Interest

CONFLICTS OF INTEREST

In compliance with State statues, the following is prohibited:

- Improperly using private, controlled, or protected information acquired by reason of your position with the District, or securing special privileges or exemptions for yourself or others.
- Using or attempting to use your official position to secure special privileges for yourself or others.
- Knowingly receiving, accepting, taking, seeking, or soliciting, directly or indirectly, any gift or loan for yourself or another if the gift or loan tends to influence you in the discharge of your official duties.

These prohibitions do not apply to:

- An occasional non-monetary gift having a value of less than \$50
- An award publicly presented
- Any bona fide loan made in the ordinary course of business

Information Reporting And Whistle Blowing

INFORMATION REPORTING AND WHISTLE BLOWING

Whistle Blowing: As a public employee, you have a responsibility to formally inform appropriate administrative officials if you become aware of, or reasonably suspect the waste of public funds, property, manpower, or a violation of law, relating to your employment. You should give written notice to, or otherwise formally inform, the appropriate administrative official as soon as possible when you become aware of the suspected waste or violation. An appropriate administrative official is your immediate supervisor, unless you reasonably believe the supervisor cannot or will not fairly and constructively report the problem. If that is the case, you may report the incident to the Chairman, human resource representative, District attorney, or you may notify the State

Auditor.

Assist Investigations: You have a duty to participate in an investigation, hearing, inquiry, or other form of administrative review by the District arising from a report of the existence of any waste of public funds, property, manpower, or violation of law as may be requested by District officials.

Outside Employment

OUTSIDE EMPLOYMENT

Some types of outside employment may create a conflict of interest with your District job or interfere with your performance in the District. If you wish to take a second job, you should discuss it with your supervisor.

Employees may not regularly engage in outside employment during normal work hours established.

Personal Use Of District Property

COMPUTER SYSTEM, INTERNET AND E-MAIL USE

The Internet can be misused in a variety of ways, including but not limited to:

- 1. Downloading files that contain viruses, thereby endangering District information services;
- 2. Accessing objectionable material;
- 3. Wasting work time by performing unauthorized research or accessing nonbusiness related information and people or for computer games, or online games.

Individual Responsibilities:

Internet users are responsible for complying with this and all other District policies when using the District's resources for accessing the Internet. Violation of this policy is grounds for disciplinary action, up to and including termination.

General Policies for Use of the Entity's Computer System, Including the Internet:

An employee does not have a right to privacy when using the Internet via District resources and employees should not expect or assume any privacy regarding the

content of email communications. The District reserves the express right to monitor and inspect the activities of the employee while accessing the Internet at any time, and to read, use and disclose e-mail messages. In addition, all software, files, information, communications, and messages (including emails) downloaded or sent via the Internet using District resources are the District's records and property of the District; such records are subject to potential review and disclosure under the public disclosure law of the State of Utah. Even after an email message has been "deleted," it may still be possible to retrieve it. It is your responsibility to not delete any emails, unless it is spam or junk, from any email account belonging to the District.

The District has the right to restrict or prohibit any employee from Internet access for violation of the policy. Violations may also result in disciplinary action, up to and including termination.

Internet use via District resources is for District business. Except as outlined here, use of District's computer, Internet and email services are for District business only. Some limited personal use is permitted, so long as it does not result in cost to the District, does not interfere with the performance of duties, is brief in duration and frequency, does not distract from the conduct of District business and does not compromise the security or integrity of District information or software. Such limited use shall not occur on "paid time," but is permitted immediately before or after work hours and during an employee's breaks. Examples of allowable personal use include accessing a weather report or news item on the Internet, or transmitting email to a family member to assure safe arrival at home. Any personal use of District's computer, Internet and email services must comply with all applicable laws and District policies, including anti-discrimination policies and Internet usage policy.

Internet use must comply with applicable laws and District policies including but not limited to all federal and state laws, and District policies governing sexual harassment, discrimination, intellectual property protection, privacy, public disclosure, confidentiality, misuse of District resources, information and data security.

All Internet use must be consistent with the District's Personnel Policies Manual.

The District's computer system permits employees to perform jobs, share files, and communicate internally and with selected outside individuals and entities in the performance and conduct of District business. Employees are prohibited from gaining unauthorized access to another employee's email messages, or sending messages using another employee's password.

In order to prevent potential District liability, it is the responsibility of all Internet users to clearly communicate to the recipient when the opinions expressed do not represent those of the District.

The District has the capability and reserves the right to access, review, copy, modify and delete any information transmitted through or stored in its computer system. The District

may disclose all such information to any party (inside or outside the District) it deems appropriate and in accordance with applicable law. Accordingly, employees should not use the computer system to send, receive or store any information they wish to keep private. Employees should treat the computer system like a shared file system—with the expectation that files sent, received, or stored anywhere in the system will be available for review by any authorized representative of the District for any purpose, as well as the public if a proper request is made for public records.

Good judgment should always be employed in using the District's email and Internet systems. Employee email messages may be read by someone other than the person(s) to whom they were sent. Email inconsistent with the District's policies must be avoided. For example, it is prohibited to make jokes or comments which could offend someone on the basis of gender, race, age, religion, national origin, disability or sexual orientation. These comments would be in direct conflict with the District's policies prohibiting discrimination and harassment. Accordingly, employees should create and send only courteous, professional and businesslike messages that do not contain objectionable offensive or potentially discriminatory material.

Caution should be taken in transmitting confidential information on the computer system. Employees should use due care in addressing email messages to assure messages are not inadvertently sent to the wrong person inside or outside the District. Email creates a written record subject to court rules of discovery and may be used as evidence in claims or legal proceedings. Once sent, email cannot be retracted. Even after deletion at a workstation, email can be retrieved and read.

The safety and security of the District's network and resources must be considered at all times when using the Internet. Any programs from a non-current source (i.e., software that is not purchased in original diskette or CD ROM format) or which involve executable or binary files must not be downloaded or installed without prior permission from the District Administrator and without being properly scanned for viruses.

Employees are not to share or reveal individual passwords to anyone.

There is a wide variety of information on the Internet. Some individuals may find information on the Internet offensive or otherwise objectionable. Individual users must be aware that the District has no control over available information on the Internet and cannot be responsible for the content of information.

Prohibited Uses of the Internet:

The following is a non-exclusive list of prohibited uses of the Internet and email:

- Commercial use any form of commercial use of the Internet is prohibited;
- Solicitation the purchase or sale of personal items or non-business items

through advertising on the Internet is prohibited;

- Copyright violations the unlawful reproduction or distribution of copyrighted information, regardless of the source, is prohibited;
- Discrimination / Harassment the use of the Internet to send messages or other content which is harassing, derogatory or unlawfully discriminatory to employees, citizens, vendors or customers is prohibited;
- Political the use of the Internet for political purposes is prohibited;
- Aliases / Anonymous messages / misrepresentation the use of aliases or transmission of anonymous messages is prohibited. Also, the misrepresentation of an employee's job title, job description, or position with the District is prohibited;
- Social networking sites the accessing and/or creation of social networking sites, such as Facebook, Twitter, Instagram, Blogs and similar sites is prohibited for non-entity business purposes;
- Instant messaging;
- Misinformation / Confidential Information the release of untrue, distorted, or confidential information regarding District business is prohibited;
- Viewing or Downloading of Non-Business Related Information the accessing, viewing, distribution, downloading, or any other method for retrieving non-District related information is prohibited. This includes, but is not limited to, entertainment sites, pornographic sites, sexually explicit sites, chat rooms and bulletin boards;
- Unauthorized attempts to access another's network or e-mail account;
- Display or transmission of sensitive or proprietary information to unauthorized persons or organizations;
- Spamming email accounts from the District's email services or District machines.

Nothing in this section prohibits the use and access of the described systems for bona fide law enforcement and investigation purposes.

Office Equipment/Consumables:

Office equipment may be used incidentally for personal purposes so long as it does not interfere with the employee's work. It should preferably occur during the employee's personal time. All consumables or other costs shall be paid for. The use must not involve any activity that reflects adversely on the District or is incompatible with public service. Any violations will result in disciplinary action, up to and including termination. Depending on the specific nature of the offense, the violation could also result in criminal prosecution or civil action.

Reimbursable Expenses

REIMBURSABLE EXPENSES

With prior approval, legitimate expenses will be reimbursed by the District to the employee. Receipts will be required. Reimbursement may be in the form of petty cash, an addition to a paycheck, or a separate check.

Clean Air Policy

CLEAN AIR POLICY

In order to maintain a safe and comfortable working environment, tobacco and ecigarette usage in District offices, facilities, and vehicles is prohibited.

Workplace Violence

WORKPLACE VIOLENCE

The District is committed to preventing workplace violence and to maintaining a safe work environment for employees, vendors and the visiting public. Therefore, the District prohibits violent behavior. Prohibited conduct includes but is not limited to: unlawful violent acts, fighting, stalking, harassment, intimidation, abusive language, or other similar violent conduct. The District does not tolerate any of the aforementioned conduct, unlawful threats of violence or actual violence in any form.

An employee who believes he has been subjected to or threatened with violence in the workplace; or is aware of another individual who has been subjected to or threatened with violence in the workplace, can report this information following the "Complaint Resolution Procedure" in the next section of this handbook. Supervisors should record, investigate, and report instances of threats or violence in violation of this policy to human resources, the District, and/or law enforcement, as appropriate.

A District employee who is found to be responsible for threats of or actual violence, or any other conduct that is in violation of this policy may be subject to disciplinary and legal action, up to and including termination of employment.

Complaint Resolution Procedure

COMPLAINT RESOLUTION PROCEDURE

Misunderstandings or conflicts can arise in ay organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that you believe is detrimental to you or the District, you should follow the procedure described below for bringing your complaint to management's attention.

Step One: Discuss the problem with your supervisor. If not appropriate, you may proceed directly to Step Two. If you have a claim of discrimination involving a protected class such as race; color; religion; sex; pregnancy, childbirth, or pregnancy-related conditions; national origin; age; disability; sexual orientation; gender identity; genetics; protected veteran status; retaliation; harassment; workplace violence; or other unlawful treatment, you should report it immediately to the appropriate person.

Step Two: If your problem is not resolved after discussion with your supervisor or if discussion with your supervisor is inappropriate, you are encouraged to request a meeting with the next level of management. In an effort to resolve the problem, facts will be considered and an investigation conducted. You will normally receive a response regarding your problem within 10 calendar days of the report.

This District does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting, or delaying the District from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct or demeanor) where the District concludes disciplinary action to be appropriate.

Drug Free Workplace

Employee Responsibilities

Drug Testing

Disciplinary Action Applicable To This Section

In accordance with the Federal Drug Free Workplace Act of 1988, the District provides for a safe and productive work environment that is free from impaired performance caused by employee use or abuse of alcohol, controlled substances, and/or medication.

Employee Responsibilities

EMPLOYEE RESPONSIBILITIES

- A. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
- B. Any employee convicted under a federal or state statute regulating controlled substances shall notify their supervisor within five (5) days after the conviction.
- C. No employee shall consume alcoholic beverages immediately before work or during work hours including breaks or lunches.
- D. No employee shall be impaired by alcohol, illegal drugs, or medication during work hours.
- E. No employee shall represent the District in an official capacity while impaired by alcohol, illegal drugs, or medication.
- F. No employee using medication that may impair performance shall operate a motor vehicle, equipment, or engage in safety sensitive functions while on duty.
- G. If an employee is using prescription or non-prescription medication that may impair performance of duties, the employee shall report that fact to their supervisor.
- H. An employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, and/or medication shall immediately notify their supervisor.

Drug Testing

DRUG TESTING

Pre-Employment Testing: All employees may be subject to random drug testing. Refusal to consent to a drug test will result in appropriate disciplinary action, including termination.

Post-Accident Investigation: In any circumstance in which an employee is involved in a reportable motor vehicle accident or, any accident which results in property damage, personal injury or death, a drug and alcohol test shall be given to the employee as part of the accident investigation. The presence of alcohol, drugs or their metabolites in the test, or the employee's refusal to submit to the test, shall result in appropriate disciplinary action, including termination.

Reasonable Suspicion Testing: A supervisor may direct an employee submit to a drug and alcohol test under circumstances in which the supervisor has reasonable suspicion that the employee is under the influence of drugs or alcohol, or otherwise in violation of this policy. Circumstances which may constitute reasonable suspicion include, but are not limited to:

- Observation of the employee using drugs or alcohol;
- A pattern of abnormal or erratic behavior;
- Possession of drugs or alcohol at the work site or discovery of drugs, drug paraphernalia or alcohol in the vicinity of the employee or his possessions;
- Unsatisfactory time and attendance patterns;
- Third-party eyewitness account of drug use;
- The noticeable presence of physical symptoms of drug or alcohol use (i.e., dilated or pinpoint pupils, unusual changes in speech patterns, lack of coordination, impaired motor skills, odor of alcoholic beverage, restlessness, rapid mood swings, bloodshot eyes, unusual euphoria, nodding off, needle marks, unusually aggressive or bizarre acts, or hallucinations);
- Drug-related investigation, arrest or conviction;
- Receipt of information from reliable sources;
- Evidence of drug and alcohol test tampering.

Disciplinary Action Applicable To This Section

DISCIPLINARY ACTION

Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or medication, appropriate employee disciplinary action will be taken, up to and including termination.

Safety And Health

SAFETY AND HEALTH

The District is committed to providing a safe and healthy working environment. The District makes every effort to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies,

and programs conducive to such an environment.

You are expected to place safe work practices and identification of unsafe conditions in highest priority while performing your daily tasks.

District Vehicle Use

DISTRICT VEHICLE USE

If you drive a District vehicle, you must have a valid Utah driver's license and a good driving record. You are responsible for checking the fluid levels and overall condition of the vehicle on a daily basis. If there is anything that needs to be repaired, you are responsible for scheduling the maintenance or repair.

Personal Vehicle Use

PERSONAL VEHICLE USE

At times employees are required or expected to travel on District business using their personal automobiles. The District will reimburse you at the current State authorized rate when required to do so.

Travel Policy

TRAVEL POLICY

- A. All travel outside of the Apple Valley limits during Apple Valley work hours shall be authorized by the Town Administrator. A log of all such travel exceeding a thirty (30) mile radius of Apple Valley shall be kept. This log shall include the reason for the trip, the time the employee departed, and the time the employee returned, and vehicle used.
- B. Travel for legitimate Apple Valley purposes in Apple Valley vehicles may be authorized when the use of the vehicle does not detract from the operational needs of Apple Valley. Overnight use of Apple Valley vehicles for travel purposes shall be authorized by the Town Administrator.
- C. If travel is outside the range of service of Apple Valley's repair shop, travel costs

in conjunction with the use of Apple Valley vehicles shall be paid by the employee with receipts being kept for reimbursements.

- D. All hotels or other sleeping accommodations and airplane or other travel accommodations shall be arranged in advance for overnight trips and paid in advance of the trip. If such payment in advance is not possible, Apple Valley shall reimburse to the employee the cash amount of the cost of such sleeping and travel accommodations after receiving the appropriate receipts to verify that the employee has expended their own money for such purposes. Failure to produce a receipt in such circumstances will necessitate the withholding of reimbursement. Receipts for hotel accommodations shall be turned into Apple Valley by the employee as a verification of attendance no matter what the form of payment.
- E. Use of an employee's personal vehicle may be authorized when circumstances warrant. The employee shall keep track of the mileage associated with the approved travel and submit a request for reimbursement to the Town Administrator based upon this record. The mileage rate will be consistent with the established rate used for Internal Revenue Service travel deductions (currently fifty five (55) cents per mile).
- F. All registration fees, etc., will be paid in advance by check. If this is not possible, the employee will be reimbursed for their own expenditure for registration fees, etc. after presentation of a valid receipt in conjunction with previously authorized travel.
- G. The amount of twenty eight dollars (\$28.00) shall be granted as the maximum daily per diem allowance for Apple Valley employees engaged in travel on the Apple Valley's behalf. No per diem shall be authorized for spouses of employees or others traveling with the employee at their own expense (Please note: the Town Administrator, however, may authorize the cost of a double rather than a single hotel room to accommodate the travel of a spouse with an employee). Receipts shall not be required for per diem advancements or compensation unless the employee requests reimbursement above the authorized amount.
- H. Travel that requires less than a full day shall be compensated by the following specific per diem allowances:
 - 1. Breakfast: Six dollars (\$6.00) maximum, when departing before 7:00 a.m.

- 2. Lunch: Eight dollars (\$8.00) maximum.
- 3. Dinner: Fourteen dollars (\$14.00) maximum, when returning after 7:00 p.m.
- 4. These amounts may be either an advance, after submission and approval of travel request, or reimbursed after presentation of receipts.

Credit Card Policy

CREDIT CARD POLICY

It is the cardholder's responsibility to:

- Make only authorized purchases as prescribed by the District purchasing policy and approved budget.
- Retain receipts for all transactions.
- Keep the credit card and corresponding account information secure. Immediately report any lost or stolen credit card and/or account information to the District.
- Sign the back of the issued card.
- Return the card upon termination.

It is accounts payable responsibility to:

- Reconcile the credit card statement upon its arrival.
- Report fraudulent charges or any discrepancies in the credit card statement in a timely manner

Prohibited credit card purchases:

- Any merchant, product, or service normally considered to be inappropriate use of District funds.
- Purchase of items for personal use or consumption.
- Alcohol
- Any use not in conformity with the purchasing policy.

Disciplinary Action

DISCIPLINARY ACTION

Disciplinary action, up to and including termination, may be imposed for misconduct.

Types of disciplinary action are as follows:

- A. Verbal Warning: Whenever grounds for disciplinary action exist and more severe action is not immediately necessary, the deficiency demonstrated should be verbally communicated to the employee. Sufficient time for improvement should precede additional disciplinary action.
- B. Written Reprimand: The supervisor shall furnish the employee with a written form of reprimand setting forth the reasons and solution to the demonstrated deficiency. The form shall be signed and permanently placed in the employee's personnel file. If the employee refuses to sign, the supervisor will so state.
- C. Suspension: The supervisor may suspend an employee with or without pay for up to, but not exceeding, thirty (30) calendar days for cause. The employee will be furnished with a written notification setting forth the reason(s) for suspension, with a signed copy to be placed permanently in the employee file. If employee refuses to sign, the supervisor will so state. Am employee on suspension will be responsible for making full employee contributions to their employee medical insurance benefits.
- D. Demotion: The supervisor may demote an employee for cause. The employee will be furnished with a written notification setting forth the reason(s) for demotion, with a signed copy to be placed permanently in the employee file. If employee refuses to sign, the supervisor will so state.
- E. Transfer: The supervisor may transfer an employee. The employee will be furnished with a written notification setting forth the reason(s) for the transfer, with a signed copy to be placed permanently in the employee file. If employee refuses to sign, the supervisor will so state.
- F. Termination: The supervisor may terminate an employee for cause, excepting part-time and non-permanent employees who may be terminated without cause and without written notification. The employee will be furnished with a written notification setting forth the reason(s) for the termination, with a signed copy to be placed permanently in the employee file. If employee refuses to sign, the supervisor will so state.

Policy Acknowledgement Form

I acknowledge I have received a copy of the Employee Handbook which presents the policies,

practices, benefits, and other pertinent information relative to my employment with the District.

I understand that information contained in the handbook is subject to change or be replaced in the future.

I understand that I am responsible to stay informed on any updates to this handbook and will be required to

adhere to the up-to-date adopted policies.	
Employee Signature	 District Signature
Employee Printed Name Name	 District Printed
Date	 Date

BIG PLAINS WATER SPECIAL SERVICE DISTRICT

RESOLUTION NO. BPW-R-2023-04

A RESOLUTION APPROVING THE FORMAT AND AMENDING THE PERSONNEL POLICY AND PROCEDURES MANUAL

WHEREAS, the Big Plains Water Special Service District ("District") adopted a personnel policy and procedures manual by resolution BPW-R-2022-06; and

WHEREAS, the District Board deems it necessary and appropriate that such Personnel Policy and Procedures Manual be amended; and

WHEREAS, the District also deems it necessary to approve the new format to incorporate the manual on the website in the codebooks, and;

WHEREAS, at a meeting of the District, duly called, noticed and held on the 12th day of April 2023, and upon motion duly made and seconded:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the District that the Personnel Policy and Procedures Manual is hereby amended to reflect the format change and amendments attached hereto.

PASSED this 12th day of April 202				
BIG PLAINS WATER SPECIAL SERVICE	DISTRICT			
Chairman Andy McGinnis				
ATTEST:				
Jenna Vizcardo, Recorder				
	AYE	NAY	ABSENT	ABSTAIN
Chairman Andy McGinnis				
Board Member Frank Lindhardt				
Board Member Harold Merritt				
Board Member Ross Gregerson				
Board Member Jarry Zaharias				

Big Plains Water Special Service District Purchasing Policy

SECTION I Definitions

SECTION II Procurement Process

SECTION III Criteria For Using Procurement Process

SECTION IV Exceptions To The Procurement Process

SECTION V Awarding Bids And Selecting Proposals

SECTION VI Donations

SECTION VII Purchasing Procedures

SECTION VIII Change Orders

SECTION IX Disposal Or Lease Of District Property

SECTION X Sanctions

SECTION I Definitions

The following definitions apply to terms used in this policy.

- A. Building improvement projects: The construction or repair of a building or structure.
- B. District property: Any item of real or personal property owned by the District.
- C. Competitive bid: A written response from a contractor, supplier or vendor to a request to provide known and specific services or products as stated in an open advertisement outlining the scope, specifications, and terms and conditions of the proposed contract as well as the criteria that will be used to evaluate the responses.
- D. Donation: A gift of money, services, personal or real property of a tangible or intangible nature given without return consideration to the donor.
- E. Donor: An individual, a group of individuals or an entity that donates money, services, personal or real property of a tangible or intangible nature without return consideration.
- F. Emergency purchases: Purchases of materials or services made to eliminate an imminent risk of damage or loss of public or private property; remedy a condition that poses an immediate physical danger; or reduce a substantial, imminent risk of interruption of an essential public service.
- G. Encumbered: To record committed, planned, or obligated expenditures in the accounting records.
- H. Known prospective bidders or responders: Individuals or entities that have responded to competitive bid requests or requests for proposals for similar services or products within the past two years or individuals or entities that have expressed interest in providing services or products similar to those being sought through formal written notification of their interest within the past two years.
- I. Local bidder: A business having all three of the following:

Item 11.

- 1. A commercial office, store, distribution center or other place of business located w boundaries of Apple Valley, with an intent to remain on a permanent basis. The principal place of business of a local bidder may be elsewhere as long as a local branch meeting the above criteria is present. The domicile of one or more partners, owners, associates, directors, employees or agents shall not qualify for constituting a local bidder in the absence of an actual local business outlet;
- 2. A current Town of Apple Valley business license; and
- 3. At least one employee physically present at the local business outlet.
- J. Lowest bidder/lowest local bidder: The bidder or local bidder, when the local bidder preference is applied, who has submitted the lowest bid to furnish supplies or contractual services to the District.
- K. Parcel of insignificant property: A continuous parcel of land that, in light of the District's zoning ordinance and engineering standards, is of insufficient size or dimension to allow a building to be erected on said property.
- L. Personal property: All rights and interests in property other than real property.
- M. Public works project: The construction of a park or recreational facility; or a pipeline, culvert, dam, canal, or other system for water, sewage, storm water or flood control; and does not include the replacement or repair of existing infrastructure on private property.
- N. Procurement processes: The methods of buying, purchasing, renting, leasing, leasing with an option to purchase, or otherwise acquiring any supplies, services or construction. Examples include competitive bidding, requests for proposals and price quotes.
- O. Real property: District property such as buildings, land, and those structures that are attached to land.
- P. Request for proposal: A document used to solicit formal proposals from potential contractors, suppliers or vendors where the nature of the work to be performed or the product to be purchased has the potential to be satisfied with various options, which may be difficult to identify and accurately describe.
- Q. Responsible bidder: A bidder who has submitted a bid to furnish supplies or contractual services to the District and who has complied with the specifications, delivery terms and conditions, and other qualifications and requirements included in the invitation for bids. In determining a responsible bidder, the District may consider the following items:
 - 1. The ability, capacity, experience and skill of the bidder to perform the service required;
 - 2. Whether the bidder can perform, or the contractor provide his or her services within the time specified;
 - 3. The quality and performance of the previous services by the bidder, either to the District or another entity:

- Item 11.
- 4. Quality, availability and adaptability of the supplies or contractual services to the puse required;
- 5. The ability of the bidder to provide future maintenance and service;
- 6. The number and scope of conditions attached to the bid, proposal or price quote;
- 7. The maintenance history of the product, the parts and service costs of the product, existing inventory, mechanics expertise and ease of maintenance; and/or
- 8. The local bidder preference.

SECTION II Procurement Process

Except as otherwise required by state or federal law, the District shall accept purchase prices and award contracts pursuant to one of the processes outlined in this section, provided an exception as outlined in section IV does not apply. Section III establishes when each of these processes may be used. The District shall substantially comply with the guidelines for the specific process used but shall not incur any liability in choosing one alternative over another.

A. Competitive Bids.

- The competitive bid process shall be used when the nature of the work to be performed or the product to be purchased is known and can be adequately and accurately described in the bid documents.
 - a. Required documentation. All competitive bids shall have the following minimum documentation:
 - i. A notice inviting bids;
 - ii. Specifications; and
 - iii. Instructions to bidders.
 - b. At a minimum the notice inviting bids shall consist of the following:
 - i. A general description of the goods and/or services being solicited;
 - ii. A physical and/or electronic location where interested parties may access a complete set of bid documents; and
 - iii. The time and date when complete bids are due and the location where complete bids are to be submitted.
 - c. The minimum specification requirements shall include a description of the goods and/or services being solicited in enough detail as to enable a reasonable bidder to formulate a bid.
 - d. At a minimum the instructions to bidders shall include the following requirements, when reasonably necessary, considering the types of goods and/or services being solicited:
 - i. Bonding and insurance requirements;
 - ii. The process bidders shall use to ask questions during the bid process;
 - iii. Site visits;

- iv. Necessary licensure requirements;
- v. Due dates and location for submitting bids;
- vi. Page limits and format of the bid;
- vii. Delivery terms and/or completion deadlines;
- viii. The award of bid being contingent on successful negotiation of an agreement with the District; and
- ix. The District's right to waive certain matters and/or reject any and all informalities.
- e. The notice inviting bids shall be published as per the requirements contained in II(C).
- f. The following minimum standards shall apply to all bids:
 - i. Only bids submitted in conformance with the bid documents shall be considered;
 - ii. Bids shall be opened in public on the date and at the time and place stated in the public notice; and
 - iii. A tabulation of all bids received shall be available for public inspection either electronically or at the District offices during regular business hours for a period of not less than thirty days after the bid opening.
- g. Bids shall be awarded or rejected pursuant to the provisions set forth in section V.
- B. Request for proposals (RFPs).
 - 1. The RFP process may be used when the nature of the work to be performed, or the product to be purchased, has the potential to be satisfied with various options which may be difficult to identify and accurately describe. This process shall only be used when the District Purchasing Agent or a designee determines that this process is more advantageous to the District or the use of the competitive bid process is impractical. This method is more practical for professional service type contracts, i.e., legal services.
 - a. Required documentation. All RFPs shall have the following minimum documentation:
 - i. A notice inviting proposals;
 - ii. A request for proposals; and
 - iii. Instructions to responders.
 - b. At a minimum the notice inviting proposals shall consist of the following:
 - i. A general description of the goods and/or services being solicited;
 - ii. A physical and/or electronic location where interested parties may access a complete RFP; and
 - iii. The time and date when complete proposals are due and the location where complete proposals are to be submitted.

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- c. The minimum RFP requirements shall include a description of the goods Item 11. services being solicited in enough detail so that a reasonable responder can formulate a proposal.
- d. At a minimum the instructions to responders shall include the following requirements, when reasonably necessary, considering the types of goods and/or services being solicited:
 - i. Bonding and insurance requirements;
 - ii. The process responders shall use to ask questions during the proposal process;
 - iii. Site visits;
 - iv. Necessary licensure requirements;
 - v. Due dates and location for submitting proposals;
 - vi. Page limits and format of the bid;
 - vii. Delivery terms and/or completion deadlines;
 - viii. The award of proposal being contingent on successful negotiation of an agreement with the District; and
 - ix. The District's right to waive certain matters and/or reject any and all informalities.
- e. The notice inviting proposals shall be published as per the requirements contained in II(C).
- f. The following minimum standards shall apply to all proposal reviews:
 - i. Only proposals submitted in conformance with the RFP documents shall be considered;
 - ii. Proposals shall be evaluated on the basis of compliance with the notice requesting proposals; and
 - iii. A tabulation of all proposals received shall be available for public inspection either electronically or at the District of Apple Valley offices during regular business hours for a period of not less than thirty days after acceptance of a proposal.
- g. Revisions to submitted proposals
 - i. Revisions of proposals may be permitted after submission, and prior to selection, for the purpose of obtaining the best and final offers.
 - ii. Discussions may be conducted with responders who submit responsible proposals when the District finds a reasonable likelihood that the proposal will be selected and identifies a need to further clarify its understanding of the elements of the proposal.
 - iii. Responders who submit responsible proposals shall be accorded fair and equal treatment with respect to opportunities for discussion and revisions of proposals.
 - iv. During discussions, information derived from submitted proposals shall not be disclosed to competing responders.

- h. Proposals shall be awarded or rejected pursuant to the provisions set | Item 11. section V.
- C. Notice publication requirements for competitive bidding and request for proposals. Except as otherwise required by state or federal law, the following shall be the publication requirements for competitive bidding and requests for proposals:
 - 1. Notices for all public works and building improvement projects that have an estimated cost exceeding the State of Utah's statutory bid limit shall be published at least five days before the due date for the bids or proposals. Notices shall be published in a newspaper of general circulation, on the Utah Public Notice website, on a web page established by the District, at District Hall, and the Gateway bulletin board.
 - 2. All other notices shall be published once at least five days before the due date for the bids or proposals. The notices shall be published in a newspaper of general circulation and on the Utah Public Notice website. In addition, notices may be published at least five days before the due date on the District's web page.
 - 3. Notices published in the newspaper and on the internet may also be delivered to known prospective bidders or responders. If notices are delivered to one known prospective bidder or responder, they shall be delivered to all known prospective bidders or responders.

D. Price Quotes:

- 1. Price quotes may be sought when the time and cost of using the competitive bid or request for proposals process is prohibitive.
- 2. Whenever possible, three price quotes shall be received.
- 3. To promote consistency, price quotes shall be solicited by written request that provides a general description of the work to be performed or the product to be purchased. Price quotes may also be solicited from published prices from various vendors, such as through internet advertisements

<u>SECTION III Criteria For Using Procurement Process</u>

Except as otherwise required by state or federal law, the following dollar limits shall govern the procurement processes identified in section II. Dollar limits shall apply to individual purchases or contracts, to like items rather than broad categories of purchases, and to District departments and divisions individually as identified in the District's annual budget, rather than to the District as a whole.

- A. Purchases and contracts estimated below \$5,000.
 - 1. Purchases and contracts estimated below \$5,000 are not subject to the procurement processes identified in section II.
 - 2. When practical, the procurement processes identified in section II or the obtaining of verbal price quotes is encouraged.
- B. Purchases and contracts estimated at \$5,000 but below \$12,000.
 - 1. Purchases and contracts estimated at \$5,000 but below \$12,000 shall, at a minimum, follow the procedures outlined in section II(D) for price guotes. 218

- 2. When practical, the competitive bid process as outlined in section II(A) is encourage ltem 11.
- 3. When the nature of the work to be performed or the product to be purchased has the potential to be satisfied with various options, which may be difficult to identify and accurately describe, the request for proposal process as outlined in section II(B) shall be used.
- C. Purchases and contracts estimated at \$12,000 or higher.
 - 1. Purchases and contracts estimated at \$12,000 or higher, shall follow the procedures outlined in section II(A) or (B).

<u>SECTION IV Exceptions To The Procurement Process</u>

While the procurement processes in section II are encouraged, unless otherwise required by state or federal law, they shall not be required in the following situations:

- A. Professional Service Contracts.
 - 1. Upon approval of the District Purchasing Agent, or a designee, professional services including but not limited to: auditing, appraisals, architecture, banking, artistic design, engineering, legal and other consulting services, may be awarded based on professional qualifications, service ability, cost of service and other criteria.
- B. Contracts not suitable to competitive bidding.

Contracts, which by their nature, are not suitable for competitive bidding include:

- 1. Contracts that may only be available from a single source;
- 2. Contracts for additions to and repairs and maintenance of buildings or equipment that may more efficiently or effectively be performed by a particular person or firm;
- 3. Contracts for equipment and parts more compatible with existing equipment and parts inventories or the skills of trained District personnel; and
- 4. Contracts for artistic performances and events where the nature of the event is not conducive to competitive bidding.
- C. Auction, bankruptcy, close-out and internet sales.
 - 1. Purchases of supplies, materials and equipment may be made at auctions, bankruptcy or close-out sales or on the internet, when the District Purchasing Agent determines that such purchases would be made at a cost below the current market cost.

D. Exchanges

- 1. Real or personal property shall be exchanged between the District and any public agency by mutual agreement of all agencies involved having equal or similar value, or being mutually beneficial.
- E. Agreements with other agencies
 - 1. The District shall have the power to enter into joint purchase agreements with any or all other public agencies within the state for the purchase of any commodity if the District Board finds the joint purchase agreement to be in the best interest of the District.

F. Projects performed by District employees and Volunteers

1. District employees and/or volunteers may be used to complete District projects provided the District complies with state statutory requirements governing contracts for public improvements.

G. State and other municipal government bid lists

1. The District may purchase supplies or goods, but not services, from the vendor who has submitted the lowest bid price for such items to the State of Utah purchasing office at the quoted price without any solicitation or price quotation or invitation to bid. For such purposes, the quoted price shall be deemed to be the lowest price available for such items and the District need not follow any other bidding requirements unless the cost of the proposed purchase on the State of Utah bid list exceeds twelve thousand dollars (\$12,000.00). If the State bid list price exceeds twelve thousand dollars (\$12,000.00) the District shall solicit bids in conformance with the procedures in this policy. If a local vendor, or vendors, bid on the item, and the local vendor, or vendors, are within one- and one-half percent (1.5%) of the state bid list, the bid shall be awarded to the local vendor with the lowest submitted price. Local vendors that have the low State bid price at the time of the purchase shall be required to honor the State bid list price and not receive a one- and one-half percent (1.5%) preference. For purposes of this policy local vendor is defined as a vendor with a principal place of business located within the District and a valid District business license.

H. Utah Correctional Industries Division

1. The District may purchase goods and services produced and sold by the Utah Correctional Industries Division.

I. Grant and Donor Instructions and Restrictions

 District department and division heads are not prohibited from accepting cash or noncash grants and donations with specific instructions or restrictions that may conflict with the District's procurement processes. When such grants and donations are accepted, the grant and donor instructions and restrictions shall be followed when in conflict with District procurement processes.

J. Emergencies

1. The District Purchasing Agent or his or her designee may authorize emergency purchases of materials or services.

SECTION V Awarding Bids And Selecting Proposals

Bids and proposals shall be evaluated and awarded or rejected in conformance with the requirements of the bid documents and this policy.

A. Awarding /rejecting bids and proposals

 All bids required by the procurement criteria outlined in section III of this policy shall be awarded by the District Board except when the conditions outlined in sections V(A)(3) and (4) apply.

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2. All proposals required by the procurement criteria outlined in section III of this pole to be awarded by the District Board after considering cost benefit, staff recommendations and the criteria outlined in the RFP.

B. Rejection of all bids or proposals

1. Those authorized to approve or reject bids and proposals under section V(A) are also authorized to reject all bids or proposals presented and may re-advertise for bids or proposals using the procurement processes outline in sections II and III.

C. Tie bids

1. When two or more bids are received that are equal in price, quality and service, the District Purchasing Agent or designee may negotiate with the bidders to obtain the best bid possible.

D. Single bids

1. The District Purchasing Agent or designee may require a price or cost analysis when only one bid is received. The bidder may be required to furnish a detailed cost proposal, and the bid award may be subject to subsequent negotiations.

E. Local bidder preference

- In awarding bids for public work or for the procurement of supplies or services preference shall be given to local bidders, unless prohibited by federal law or by the terms of a federal grant or loan; the proceeds of which are used to fund the public work or procurement of supplies or services.
- 2. When the lowest responsible bidder is not a local bidder and local bidders are within five percent of the lowest responsible bid, the lowest responsible local bidder shall be awarded the bid if the lowest responsible local bidder agrees in writing to meet the lowest responsible bid within seventy-two hours after being notified by the District of the option to exercise the local bidder preference.
 - a. If the lowest responsible local bidder elects not to exercise the local bidder preference, the next lowest responsible local bidder who is within five percent of the lowest responsible bid shall be given the option to exercise the local bidder preference. This process shall continue until a qualified local bidder exercises the option or until there are no more local bidders within five percent of the lowest responsible bid.
 - b. The District's notice to the lowest responsible local bidder shall contain the exact bid amount submitted by the lowest responsible bidder.
 - c. The District shall not enter into a contract with regard to the bid until the seventytwo hours beginning with notification to the local bidder has elapsed.
- 3. If no bidders qualify as local bidders, the same preference and procedures shall be extended to bidders from Washington County.

SECTION VI Donations

This section shall not apply to federal and state grants. The District is not obligated to accept do and in fact, should not accept donations for projects that have not received approval from the District is not obligated to accept do a

A. Cash donations

Before accepting a cash donation of more than \$250, the District Purchasing Agent shall obtain in writing from the donor all of the following:

1. The amount of the donation;

all of the cash has been received.

- 2. All donor instructions and restrictions governing the donation; and
- Actions the District must take with any excess donated funds after the intended purpose
 of the donation has been met.
 The District shall not incur any liability associated with the purpose of donated funds until

B. Noncash donations

Before taking possession of a noncash donation with a fair market value in excess of \$1,000, the District Purchasing Agent shall obtain written validation from the donor that the noncash donation has been paid for and is free of all third-party obligations.

SECTION VII Purchasing Procedures

After compliance with all bid requirements set forth herein, the following shall govern purchasing procedures:

A. Preauthorization procedures

Purchases for goods and services not exempted in section VII(D) shall be preauthorized prior to the purchase being made.

- 1. Uniform purchase order forms approved by the Finance Director shall be used to obtain preauthorization for purchases.
- 2. After compliance with all bid requirements, the department or division shall complete a purchase order and submit it to the Finance Director. The Finance Director or his or her designee shall review the purchase order for budget compliance and completeness and return the approved purchase order to the District Purchasing Agent or, in the absence of the District Purchasing Agent, his or her designee.
- 3. Upon approval by the District Purchasing Agent or his or her designee, the purchase order will be returned to the Finance Director.
- 4. A copy of the approved purchase order will then be returned to the department or division and serves as notification that the purchase has been authorized.
- 5. Based on the parameters of the approved purchase order, the purchase can then be made.

B. Blanket purchase orders

A single purchase order may be preauthorized, and budgeted funds noted for the entire an

of contracts and for blanket purchase orders to reduce paperwork and authorizati Item 11. associated with multiple purchases throughout the year from the same vendor.

C. Payment of invoices

The division or department shall submit the invoice to accounts payable for payment. Invoices to be paid shall be accompanied by a copy of the preauthorized purchase order, or when a blanket purchase order is being used, the face of the invoice shall make reference to the blanket purchase order.

Checks will be released to vendors after final approval by the District Purchasing Agent. In rare instances checks may need approval by District Board, when deemed necessary and appropriate by the District Purchasing Agent and/or the Chairman.

D. Exceptions to preauthorization and/or payment of invoice procedures:

1. Purchase Cards

- a. The District may utilize a purchase card program as an alternative to purchase orders to provide a more efficient, cost-effective method of purchasing and paying for small-dollar transactions. An essential element of any purchase card program instituted by the District shall be the ability to establish monthly and single purchase limits. The maximum limits shall be \$1,000 for monthly purchases and \$1,000 for single purchases.
- b. The District Purchasing Agent shall have the authority to designate employees who are issued purchase cards and establish purchasing limits within the overall parameters of this policy. All employees who are issued a purchasing card shall attend purchase card training prior to being issued the card and shall adhere to the policies and procedures developed for the purchase card program.
- 2. Recurring monthly charges for goods and services such as utility and fuel bills.
- 3. Travel per diem and other reimbursements to employees and other agents of the District including witness fees.
- 4. Refunds of deposits, overpayments and payments for services that ultimately are not provided to the customer. The District Purchasing Agent or his or her designee may authorize emergency purchases of materials or services.
- 5. Electronic transfers of funds from District accounts to facilitate bond payments, bond closings and other operational needs of the District when other options are not available, and upon approval of the District Treasurer and the District Purchasing Agent and/or the Chairman.
- 6. When a cost savings or the loss of a cost savings of the greater of \$100 or five percent of the price would result due to a time deadline upon approval of the department head and the District Purchasing Agent.
- 7. Use of the District's credit card after obtaining a preauthorized purchase order.
- 8. Purchases under \$1,000.

SECTION VIII Change Orders

The District recognizes that change orders are a normal component of the procurement proce section outlines when modifications to approved competitive bids or proposals qualify as change orders and the approval process for change orders.

A. Determination of change orders

Modifications to approved contracts shall be deemed change orders when the District Purchasing Agent and/or Chairman determine that:

- 1. The modification is related in some manner to the same project approved in the contract, and
- 2. Treating the modification as a change order would maximize efficiency in completion of and cost savings to the District.

Modifications deemed change orders shall not be required to go through the procurement processes outlined in section II of this policy.

B. Additive change order approval process

- 1. Individual change orders below \$3,000 or two percent of the contract amount, whichever is less, may be approved by the responsible department head after consultation with the District Purchasing Agent, provided the change order is within the approved project budget. Change orders similar in nature and timing shall not be split into multiple change orders to fall below the \$3,000 threshold.
- 2. Individual change orders \$3,000 and above shall be approved by the District Purchasing Agent after consultation with the responsible department head and project manager, provided the change order is within the approved project budget.
- 3. All change orders that will exceed the approved project budget shall be approved by the District Board before work is initiated.

C. Deductive change order approval process

- 1. The responsible department head, after consultation with the District Purchasing Agent, may approve change orders below two percent of the contract amount.
- 2. The District Purchasing Agent and/or Chairman may approve change orders totaling two percent, but below five percent, of the contract amount.
- 3. Change orders of five percent or more shall be approved by the District Board.

D. Netting

- 1. The netting of cost increases and decreases to arrive at an additive or deductive change order is allowed only when items contained in the original contract are being upgraded, downgraded, or replaced with related items that will serve the same, or a similar function or purpose.
- 2. When netting is used, the resulting additive or deductive change order shall follow the applicable approval process outlined in section VIII(B) or (C).

SECTION IX Disposal Or Lease Of District Property

- 1. Disposal of personal property with an estimated value less than \$1,000:
 - a. If the personal property in question is a consumable item such as office supplies, cleaning supplies, or other such supplies that are not in a condition to provide a beneficial use to the District, then such materials may be disposed of. The preferred method of disposal is by recycling the material. If recycling is not available, the items may be placed in the garbage.
 - b. Items of personal property owned by the District that are provided for sale to the public, with prices established in the District's consolidated fee schedule, may be disposed of by the various departments without further process.
 - c. If the item of personal property in question is not a consumable item such as cell phones, keyboards, tools, parts, or other such items, the following is the process for disposal:
 - i. The department head shall gather an inventory of the items and provide said inventory to the District Purchasing Agent. The inventory shall include a proposed method of disposal for each item.
 - ii. Once the inventory is given to the District Purchasing Agent, and the District Purchasing Agent approves of the disposal of the items contained in the inventory and the method of disposal, the department may dispose of the items. Methods of disposal include exchange, recycling, sale, donation, or depositing the property in the garbage. In choosing the method of disposal the department head shall give primary consideration to the method of disposal that will provide the maximum benefit to the District and protect any confidential information. Recycling of used electronic devices is considered providing a benefit to the District.
- 2. Disposal of personal property with a value equal to or greater than \$1,000.00:
 - a. If a department has an item of personal property it would like to dispose of with an estimated value exceeding \$1,000.00, the department head shall request permission to dispose of the item from the District Board.
 - b. Once the District Board has given its permission to dispose of an item the department head may dispose of the item by recycling it, selling it at a public auction, or using it toward an exchange.

B. Disposal of real property

- 1. Other than rights of way, easements, or licenses reasonably anticipated to last no more than two years, all disposals of real property shall, at the minimum, follow the following procedure:
 - a. Receive a recommendation from the District Board.
 - b. The property shall be appraised by a real estate appraiser that is duly licensed by the State of Utah. The appraisal shall be completed within six months of the proposed disposal, or at a date closer to the disposal if the District deems market conditions favorable to generating a greater sale price. The District may reserve the right to select the appraiser; however, once the appraiser is selected, the appraisal will be ordered by the District. All appraisal costs shall be prepaid for by the party who initiated the property disposal.

- c. The property shall be placed for public bid with public notice being publis time at least 10 days prior to the closing of the public bid process. Notice shall be posted on the District's web page, in a newspaper of general circulation, and provided to known bidders.
- 2. If the real property proposed for disposal is an insignificant parcel of property, the property may be disposed of by a majority vote of the District Board without a public hearing.
- 3. If the real property proposed for disposal is a significant parcel of property, the property may be disposed of by a majority vote of the District Board after a public hearing has been held. The public hearing shall be advertised at least 14 days in advance on the District's web page and in a newspaper of general circulation.

C. Lease of real property

- 1. The District Board recognizes that some of the District's property is leased out for a short term on a regular basis. Examples of these types of leases or rentals are the bulk water meter leases. These types of leases are not governed by this section of the policy. Rather, these types of leases are regulated by the establishment of a rental rate in the District's consolidated fee schedule.
- 2. In the case the request is made to lease property other than property where a rate is established in the District's consolidated fee schedule, the District Board may approve the lease of the District's real property upon such terms and conditions as may be deemed desirable, fair, and appropriate: considering intended land use, equivalent property tax value, fair and reasonable lease rates that will be adjusted over time, and the best interests of the District. Prior to approving a lease, the District Board shall hold a public hearing which shall be advertised one time at least 14 days in advance of the public hearing on the District's web page and in a newspaper of general circulation.

SECTION X Sanctions

A. It is unlawful:

- 1. For any bidder or any employee or officer thereof, in restraint of freedom of competition or otherwise, by agreement with any other person, bidder or prospective bidder, to bid a fixed price or to "rotate" bidding practices among competitors.
- 2. For any person or entity to offer or to give to any elected or appointed official, officer or employee of the District, or any member or their immediate family, any gift more than \$50, whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or other form.
- 3. For any elected or appointed official, officer, or employee to disclose, in advance of the opening of bids or proposals, the content of any bid or proposal invited through the competitive bid or request for proposal process.
- 4. For any elected or appointed official, officer, or employee to participate in the awarding of a contract from which said person would directly benefit, without fully disclosing any interest therein.
- 5. For any elected or appointed official, officer or employee or other person to appropriate any item of District property for personal or private use.

- 6. For any elected or appointed official, officer, or employee to purchase sup equipment for the personal use, unless the item or items are required as part of a worker's equipment and are necessary to the successful performance for the duties of such official, officer or employee. Other personal purchases shall not be permitted and will be cause for disciplinary action.
- B. The following contracts are, at the discretion of the District Board, voidable:
 - 1. Contracts which result from a conflict of interest of this policy or other applicable law.
 - 2. Contracts awarded to a person or firm that tried to influence the award of contract by offering something of value to any elected or appointed official, officer, or employee.

BIG PLAINS WATER SPECIAL SERVICE DISTRICT

RESOLUTION NO. BPW-R-2023-05

A RESOLUTION APPROVING THE FORMAT OF THE PURCHASING POLICY MANUAL

WHEREAS, the Big Plains Water Special Service District ("District") adopted a purchasing policy and manual; and

WHEREAS, the District Board deems it necessary and appropriate that such Purchasing Policy Manual be formatted to incorporate the manual on the website in the codebooks; and

WHEREAS, at a meeting of the District, duly called, noticed and held on the 12th day of April 2023, and upon motion duly made and seconded:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the District that the Purchasing Policy Manual is hereby amended to reflect the format changes attached hereto.

BIG PLAINS WATER SPECIAL SERVICE				
Chairman Andy McGinnis				
ATTEST:				
Jenna Vizcardo, Recorder				
	AYE	NAY	ABSENT	ABSTAIN
Chairman Andy McGinnis				
Board Member Frank Lindhardt				
Board Member Harold Merritt				
Board Member Ross Gregerson		_		
Board Member Jarry Zaharias				

PASSED this 12th day of April 2023.

1.00.000 Policies And Procedures For Retail Water Service

- 1.01.000 Mission Statement
- 1.02.000 Application For Water Service
- 1.03.000 Termination Of Service
- 1.04.000 Billing And Payment Of Bills
- 1.05.000 Rates, Charges, And Fees
- 1.06.000 Service Connections
- 1.07.000 Multiple Units
- 1.08.000 Fire Hydrants And Fire Lines
- 1.09.000 Water Main Extensions
- 1.10.000 Upgrading Size Of Connections
- 1.11.000 All Other Services
- 1.12.000 General Provisions And Obligations
- 1.13.000 Control Of Backflow And Cross Connections
- 1.14.000 Well Drilling Policy
- 01.15.000 Bulk Water Sales
- 01.16.000 Water Design Standards
- 01.17.000 Penalties And Violations
- 01.20.000 Appendix A Schedule Of Water Rates, Fees, And Charges
- 01.21.000 Appendix B Acknowledgement Of Water Supply

BIG PLAINS WATER SPECIAL SERVICE DISTRICT POLICIES AND PROCEDURES FOR RETAIL WATER SERVICE

HISTORY

Amended by Ord. on 12/28/2020

1.01.000 Mission Statement

To Provide Safe and Clean Drinking Water to the District Residents as well as Fire Protection that Meets State Standards.

1.02.000 Application For Water Service

- 1.02.010 New Connections For Water Service
- 1.02.020 Transfer Of An Existing Connection To A New Applicant
- 1.02.030 Temporary Retail Connections
- 1.02.040 Procedures For Obtaining Water Service For Development Projects
- 1.02.050 Procedures For Other Work On Water System

1.02.010 New Connections For Water Service

A. Applicants desiring a connection for property located within the District shall notify the District requesting that the District provide the required retail water service. New connections may be installed prior to an approved culinary use. However, it will be locked and unusable until such time a building permit has been issued by the Town of Apple Valley. As an exception, water meters may be installed for agricultural use only. It may not be connected to any structure or be used as culinary water. Any unauthorized use will be subject to lockout. The installation will require the impact fee, connection fee and appropriate municipal category water right provided by applicant by conveyance. If the agricultural connection is changed to culinary use and the property is under new ownership, the connection will be subject to the impact fee less any standby credits. The District will then follow its procedures for obtaining water service. The applicants shall bear the cost of all expenses associated with providing the retail water service.

providing service by the District requires a mainline extension, the applicant will fol Item 12. procedures starting with 1.02.040 Procedures for Obtaining Water Services for Development Projects.

- B. Upon approval of the new water connection and payment of required deposit, the applicant shall engage at their own expense a licensed and insured contractor approved by the Water Superintendent for the excavation of the water main. The contractor shall schedule the excavation at a time when the Water Superintendent is available to supervise the excavation. Contractor shall obtain an Encroachment Permit from the Town, if required. Upon excavation of the water main, the Water Superintendent shall then install the service line and required water meter. After the installation of the water meter, the contractor shall then replace excavated materials, and repair the impacted area to the condition prior to excavation. This includes new road base or asphalt as required by Apple Valley Town Standards.
- C. Unless waived by the District for good cause applicants desiring a connection for property not included within the existing boundaries of the District shall petition to annex their lands into the District before their application will be processed. The petition shall include a legal description of the property and reasonable evidence that the petitioner is the owner of the property to be annexed or is the lawful agent of the owner. In addition, if the property is located within the legal boundaries of an incorporated city, the application shall also comply with the procedure in Section A.
- D. All applicants shall sign a Water Application and Agreement. Such application shall include the location of the desired water service, the name of the applicant, the date of application, proof of ownership of the property, and the basic terms and conditions with which the applicant shall be required to comply to receive water service. Such terms and conditions shall require the applicant to:
 - Pay the current connection deposit as established by the District's Board of Trustees. After completion of the connection, the District will provide applicant an itemized billing of time and materials for the connection, and shall either refund the unused portion of the deposit or bill the applicant for the balance. Refund of deposit will be mailed within 30 days of completion. If a balance remains, that amount shall be paid within 30 days of completion or the meter is subject to lockout until payment in full is received. Connection certificates issued and agreements providing for connections executed prior to the effective date of these rules and regulations shall be honored.
 - 2. All new applicants shall provide to the District the applicant's social security number and pay to the District a \$100 deposit, which, at the option and request of the applicant, may be credited to the applicant's account after one year, provided that the applicant's account has not been delinquent at any time during the one-year time period. Should the applicant fail to request that the deposit be credited to their account after such time, the District shall retain the deposit until either party terminates service. Upon termination, the District will return the deposit to the applicant, less any amounts still owing to the District. Should an applicant choose not to provide their social security number; the applicant shall pay a \$500 deposit, which will be retained by the District until either party terminates service. Upon termination, the District will return the deposit to the applicant, less any amounts still owing to the District. Existing customers shall not be required to provide the District with their social security number, unless their accounts have ever been delinquent for more than ninety (90) days.
 - 3. Convey to the District, in a form or manner approved by the District, an existing water right in a quantity sufficient to allow the District to meet the use applied for by the applicant. For a single-family residential connection with outside irrigation not exceeding one acre, the quantity of water right to be conveyed is 1.0-acre foot. The requirement for other applications, such as commercial or larger acreage, shall be determined on a case by-case basis. The conveyance to the District and the District's obligation to service 230

applicant is conditioned upon approval by the State Engineer of a change applicate by the District to change the nature and place of use and the point of diversion or the conveyed water right to that consistent with the requested service. Any reduction by the State Engineer in the quantity of water approved as a result of change of nature of use or forfeiture shall be the responsibility of the applicant.

- 4. Pay for all sums of water usage and service charges at the rates lawfully set from time to time by the District's Board of Trustees. The District shall impose a five percent (5%) finance charge, applied monthly to all delinquent accounts.
- 5. Abide and obey all rules and regulations then in effect and thereafter adopted by the District.
- 6. Pay all water and service charges by the last day of the month the statement is prepared. Failure to pay said charges within 30 days of statement date will result in the account being declared delinquent and the water service terminated upon proper notice. Water service shall be restored upon payment of all delinquent amounts plus a reasonable service restoration charge.
- 7. Pay any interest, collection charge, and restoration fee set forth in these rules and regulations.
- 8. Pay all costs, including attorney's fees, incurred by the District through its efforts to collect any delinquency or to enforce these rules and regulations.
- Acknowledge that the service connection and all of its parts and materials from the water main to the point of connection to the line stubbed from the building, said point of connection being immediately downstream of the meter box, shall be the property of the District.
- 10. Acknowledge that the District reserves the right at any time, without notice, to shut off or curtail water service, in the event of a water scarcity, to facilitate repairing or maintenance of the District's water system, or to protect the District's water system and supply from contamination which could endanger the public health.
- 11. Identify a relative by name and address, not living with the applicant.
- 12. Notify the District of any cross-connection, backflow incident, or other condition within the customer's system which may put the District's system and/or water supply at risk for contamination. Notification must occur as soon as possible, but no later than 24 hours upon learning about such conditions.
- 13. Acknowledge that the customer shall be responsible for installing and maintaining a thermal expansion chamber and a pressure reducing valve on the cold water line feeding the customer's water heater, and that any damage which may occur as a result of a missing or faulty thermal expansion chamber or pressure reducing valve shall be the responsibility of the customer. Neither the chamber nor the valve shall be removed except to necessitate a replacement or repair.
- E. The District shall maintain a list of customers with unpaid water bills. Applications for water service from previous customers with unpaid balances shall not be processed until the unpaid balances together with interest are paid.
- F. Upon proper execution of the annexation petition, if applicable, signing of the Water Application and Agreement, payment of the current connection fee, conveyance of the required water rights, plus any other charges or fees that are determined to be due and the District's determination that water and facilities are available for service at such location, the applicant shall be accepted as a retail customer of the District.

- A. An existing connection may be transferred to a new applicant upon the same terms and conditions as required for a new connection with the exception that in place of a connection fee, the new applicant must demonstrate proof of purchase or lease. Proof may be demonstrated by a deed or lease for the property involved, or by such other evidence as the District may deem sufficient.
- B. If the new applicant is a renter or lessee, the property owner must also sign a Water Application and Agreement. The property owner must return the Water Application and Agreement within ten (10) days after the renter or lessee has signed an agreement if a local resident. Out of town property owners must return the application within ten (10) days. If the property owner does not return the application within the specified number of days, water service shall be terminated at the service address until the application is received. Payment of the bill shall be the responsibility of the property owner. If requested by the property owner, a copy of the bill will be mailed to the renter or lessee.
- C. If the renter or lessee operates a business on the property, the renter or lessee shall remit a refundable deposit, the amount of which shall be established from time to time by the Board of Trustees.

1.02.030 Temporary Retail Connections

- A. Applicants for a connection to provide water on a temporary basis (for purposes such as construction) shall sign a Temporary Water Use Agreement which shall include the information, terms and conditions included in the regular Water Application and Agreement and also the estimated amount of water usage. The applicant shall also pay a connection fee which shall consist of the estimated charge for actual services rendered and non-recoverable materials used in making the connection, plus a reasonable service charge for the processing of the application.
- B. Upon approval of the application, payment of the required fees and installation of the service connections by the District, the applicant may connect into the District's system through the service connection provided. The connection shall be made according to requirements and terms which the District may consider appropriate to monitor the safety, health and integrity of its water and its facilities. The water provided shall be used only for the purpose outlined in the application; use in any other manner may constitute grounds for cancellation of service.
- C. All damage to the service connection, meter, and excess water usage shall be billed to the applicant and payable upon the terms and conditions of the Water Application and Agreement.
- D. The water rates for temporary retail service shall be the District's retail rate plus ten percent (10%). In addition, the applicant shall pay a \$25 connection fee.

1.02.040 Procedures For Obtaining Water Service For Development Projects

- A. Prior to zone change or preliminary plat:
 - 1. The Developer will meet with the Water Superintendent to discuss available services. If none are available, options to obtain services will be discussed. The Developer must provide proof of ownership of municipal category water rights sufficient for the project, prior to the issuance of a preliminary will serve letter. A preliminary will serve letter will outline requirements needed to hookup to the District system and any and all water infrastructure needed to be supplied by the developer to serve the project. The applicant assumes the entire risk of water availability for the project, subdivision, or development.

2. A will serve letter will only be issued along with an application for a building permit services are available.

3. A letter with results will be given to the Developer to provide to the Town of Apple Valley Planning and Zoning Board.

- 4. An Acknowledgement of Water Form (Appendix B) must be signed and submitted with the preliminary plat application with the Town of Apple Valley. Said acknowledgement form form outlines that the District does not guarantee that water will be available for the project, subdivision or development when applied for.
- 5. No District officer or employee is authorized to issue a will serve letter. The letter must be provided by the District Engineer. Any letter issued in conflict of this section shall be null and void.

B. Following approval of the preliminary plat:

- 1. The Developer's engineer will provide proposed construction plans as per District Design Standards to the Apple Valley Joint Utilities Commission (JUC) committee, and to a District representative.
- 2. The District Engineer will then review, redline and return plans at the new JUC meeting to the Developers. The Developer's engineer will make the requested corrections on the Master set of construction plans.
- 3. The Developer will provide a set of the final completed master construction plans for a final review by the District Engineer or District Staff.
- 4. If plans are approved, the District representative will sign-off on the master set of construction plans.
- 5. Developer will deed the municipal category water rights over to the District, according to the will serve letter received, at the time of recording the final plat. If the project is to be completed in phases, at the option of the District, water rights may be deeded according to each phase as it is approved.
- C. A Pre-Construction meeting will then be held by the Apple Valley Public Works Consultant. Contractor shall provide a copy of his Utah State License, evidence of the Contractor's insurance and proof of bonding, if required. The required amount of the bond shall be determined by the District Engineer or Inspector based on the scope and exposure of the project. The Contractor may then start construction and arrange all required inspections with the District Inspector as construction proceeds and finishes.
 - 1. Upon completion of the work, the Contractor shall provide the District with as-built plans, both in print and in electronic format, and proof of all soils testing that was completed during construction.
 - 2. Upon completion, the Developer is to provide a one (1) year warranty bond of 10% of the construction cost, or pay the bond amount to the District. The bond amount will then be released back to the Developer after the one-year warranty period is over and any needed warranty repairs have been made.
 - 3. The District transmits one executed copy of the Water Extension Agreement to the Developer and one copy to the District Engineer. All District engineering review fees and all inspection fees are to be paid by the Developer.

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- A. Prior to work performed on the water system, all procedures in Section 1.02.040 Proced Item 12. Obtaining Water Service for Development Projects must be followed.
- B. Contractor shall provide a copy of his Utah State License, evidence of the contractor's insurance, and a copy of an encroachment surety bond. The required amount of the bond shall be determined by the district Engineer or Inspector based on the scope and exposure of the project.
- C. District Engineer or Inspector will provide the Contractor written authorization to perform work as outlined in the proposal.
- D. District Inspector makes visits to the site to observe the Contractor's work and to guard the District against deficiencies in the work. The Contractor must follow all directions from the District Inspector.

1.03.000 Termination Of Service

- A. When termination of service is desired, the water user shall notify the District and request the preparation of a final bill.
- B. If the water user is a renter or lessee, upon payment of the final bill, the District shall refund any previously received deposit. Otherwise, the deposit shall be applied towards the outstanding bill.
- C. If the deposit is more than required to cover the outstanding balance for water service, the outstanding balance shall be deducted from the deposit and the remainder refunded to the customer. A reasonable attempt shall be made to obtain a fowarding address to refund any remaining deposit. Deposits not refunded or claimed after one year shall be forwarded to the State of Utah.
- D. The District may, for just cause and after due notice and an opportunity to be heard before the Chairman, terminate the water service of any customer.
- E. If any building permit has been revoked by the Town of Apple Valley, the District will terminate service and remove the water meter.

1.04.000 Billing And Payment Of Bills

1.04.010 Meter Reading

1.04.020 Payment Of Bills

1.04.030 Disputed Bills

1.04.010 Meter Reading

- A. To the extent possible, water meters shall be read each month, and corresponding bills shall be sent to customers for that month's water use. However, this interval may be varied under special circumstances or situations.
- B. Large water users, such as apartment complexes and some types of businesses, shall have their own meters ready every month.
- C. An initial reading shall be made when water service is commenced and a final reading shall be made when service is terminated or transferred to a new customer.
- D. Except as set forth in Section B, the District may elect not to read meters from December through February. During this time, estimated bills may be sent based on the rates and estimated usage as set from time to time by the Board. When the meters are buried by snow or other obstacles, or in other circumstances when the meter is inaccessible or otherwise unreadable, the District also may estimate the bill, taking into account prior years' water use, the season, and the prevailing weather patterns and water use. Any overcharge or undercharge resulting

estimating water usage shall be equalized when the meter is next read and a billing issued.

E. Except when water usage is estimated, the water bill shall give a statement of the current and past meter readings and the current water consumption.

1.04.020 Payment Of Bills

- A. A bill shall be due and payable by the last day of the month the statement is prepared.
- B. A bill that is not paid by its statement due date shall be considered delinquent, and shall incur an interest charge of 5% per month on the delinquent balance. In addition, legal action may be taken to collect the amount due the District.
- C. A bill which remains unpaid for more than 30 days after the statement date shall be sufficient grounds for termination of the water service.
- D. If a bill remains unpaid for more than 30 days after the statement date, a notice will be sent to the customer. The notice may or may not be contained in or printed on a customer's bill. The notice shall state that the bill is delinquent and that unless other arrangements are made with the District Staff, the outstanding balance, and interest must be paid by the date specified in the delinquent notice (generally 15 days if mailed, 24 hours posted on the door), otherwise the water service will be terminated.
 - 1. If after the specified date the bill remains unpaid, a written notice shall be hand delivered to the service address. If no one is home, the notice shall be placed in some conspicuous place. The notice shall state that unless the account, interest charge, and a \$5.00 late notice fee are paid or other arrangements made with the District Staff within 24 hours, water service will be terminated.
 - 2. If the customer pays the bill, interest charge, and late notice fee in full, the account will be cleared, and revert back to normal status.
 - 3. If the account remains unpaid or other arrangements for payment have not been made by the customer with the District Staff, the water service shall be terminated the morning of the date specified on the notice. Water service shall not be resumed until the delinquent bill, the interest charge, the \$5.00 late notice fee, and the \$50.00 service restoration fee have all been paid. The District shall have a full twenty-four (24) hours to restore the water service after payment has been made.
- E. If a customer calls to make payment arrangements with District Staff, the reason for the request must be unexpected financial hardships. Payment plans should only be allowed in extreme cases. The District Staff may approve up to a 3-month payment plan for accounts with an outstanding balance less than \$500.00. Any plan for a balance greater than \$500.00 must be approved by the District Chairman. Any scheduled payment not made when due will result in immediate termination of service without notice, in which case all outstanding amounts must be paid in full before service is restored.
- F. If the District has terminated water service at any location for any reason, and if a customer or owner restores service at such location through the District's system in any way without remedying the cause of such termination, such customer shall be assessed three times the normal restoration service fee, plus the cost of restoring the connection to its normal operational status. If anyone takes, uses, distributes, or transports water owned by the District without the District's permission, that person shall pay to the District the full cost or value of the water, whichever is greater, and a fee of \$100.00.
- G. If a customer issues any check, money order, or other instrument for payment of a water bill which is not honored upon presentment or which was returned to the District unpaid for 235

reason, the District may elect to pursue, without waiving any other remedy, claim, or date, 12. action, those remedies set forth in the Utah Dishonored Instruments Act, Utah Code Ann. 7-15-1 et seq. The District also may elect to give notice of a water service Termination date, and in the that event, service shall be terminated without further notice.

- H. If, after at least one year of uninterrupted service, a retail customer is not then in arrears or otherwise in default, the customer may request the District to average the customer's bill into equal monthly payments. at the end of each year, the customer's usage will be reviewed, and the equal monthly payment adjusted, if necessary. Enrollments for this plan will be open once per year.
- I. The District shall accept the following methods of payment for retail customers' payments on account: Check; cash; cashier's check; money order; Automated Clearing House; credit card; or check-by-phone payments made through a third party designated by the District.

J. Security Deposits

- 1. A security deposit of \$100.00 will be charged to all customers. After one year, customers may request deposit to be credited to their account, provided the account has not been delinquent at any time during the one-year period.
- 2. A security deposit of \$100.00 will be charged to any customer who is on the District's "red tag" (delinquent) list at least three times or more in any twelve-month period. The deposit shall be paid in cash or in immediately available funds, and it shall be tendered to the District in full before service will be restored.

K. Payment of Standby Fees

- Customers that are paying standby fees also receive the additional benefit of a waiver of normal impact fees. Customers in the Standby program who fail to stay current on their standby fees place the District and its other customers in a financially unsustainable position by reducing ongoing revenue and future impact fee revenue.
- 2. Effective January 1, 2018, the District will no longer extend the impact fee waiver to customers who fall behind on their standby fee payment beyond 90 days. Customers over 90 days delinquent as of Jan 1, 2018 will have until March 31st, 2018 to come current on past due standby fees. Previous standby customers may receive a credit toward the impact fee in an amount equal to the total standby fees paid.

1.04.030 Disputed Bills

A. Disputed Customer Billing:

- If a customer believes that a bill is incorrect, the billing may be protested in writing only by mail or email. A copy of the enveloper providing proof of the postmark must be submitted. Staff will fill out a customer billing protest form.
- 2. All protests shall be made within fifteen (15) days of the postmark date, or the protest is waived. The time period for allowing protests shall be set forth on the Water Application Agreement and/or monthly statement.
- 3. Disputed bills shall not be declared delinquent during the time the dispute is unresolved. Upon resolution of the dispute, a new statement showing the revised charges to the customer shall be issued. The payment of said revised charges shall become delinquent fifteen (15) days after the statement date of the new bill. If said charges are not paid, the water service may be terminated as provided in sections 1.04.020.D et seq.

- 4. Late fees shall not be charged from the time the customer notifies the District ltem 12. dispute and the five (5) days after the time the staff makes a determination about classification.
- 5. In the event that a dispute remains unresolved in excess of thirty (30) days after protest, legal action may be initiated by the District to resolve the dispute and to collect the lawful amounts due the District.
- B. Procedures for Investigating Customer Billing:
 - 1. District Staff will schedule a time with the Water Superintendent to manually read the meter.
 - 2. After the meter has been manually read, the Water Superintendent will then make a determination about how to classify the water usage billed as:
 - a. Water used by the customer,
 - b. A water leak, or
 - c. A meter reading error.
 - 3. Billing classified by the Water Superintendent as water used by the customer will result in the District Staff reversing actions in A(3) and ensuring the customer's account accurately reflects the usage, unless the customer elects to appeal the Water Superintendent's decision to the District Board as outlined in section B(6).
 - 4. Billing classified as a water leak can be recalculated to reflect the usage of the same month in the last year.
 - 5. Billing classified as a meter reading error shall be corrected to accurately reflect water
 - 6. Appeal of Water Superintendent's Classification: Customers are permitted to appeal classifications of water usage billed made by the Water Superintendent (as outlined in section B(1)) to the District Board as follows:
 - a. The customer must fill out an Application to Appear Before the Board of Directors.
 - b. The District Staff will place the application on the agenda of the next available District regular meeting.

1.05.000 Rates, Charges, And Fees

A. All rates, charges, and fees presently existing and hereafter established, shall be set and changed from time to time by the Board of Trustees. Rates, charges, and fees shall be reasonably related, to the extent possible, to the cost of providing the service for which they are assessed. A schedule of current fees and charges in effect is set forth in Appendix A.

1.06.000 Service Connections

- A. To the extent practicable, each residential service connection shall supply only one single family dwelling unit.
- B. Upon installation, the service connection becomes the property of and responsibility of the District from the water main through the meter to the point of connection with the pipe stubbed from the building, said point of connection being immediately downstream of the meter box. 237

meter, as part of the service connection, shall be repaired or replaced by the District, the becomes damaged or inoperable due to intentional damage by the customer. The District sname have the right to estimate the amount of water used during the time the meter is inoperable. Such estimate shall be based upon past usage by the customer, usage by a customer with similar circumstances, or any other relevant criteria.

- C. Repair of leaks and service of plumbing on the customer side of the service connection shall be the responsibility of the customer. As such, water lost through a leak or open valve on the customer side of the service connection shall be paid for by the customer at the prevailing rates for water. The District will attempt to notify the customer if a leak is suspected. If the meter has not been read for more than two months, the District will adjust the customer's bill by charging its average wholesale water rate for the estimated amount of water lost because of the leak. The bill will not be adjusted until the customer has presented sufficient proof of repairing the break.
- D. Where possible, the meter and service connection shall occupy the public right-of-way. In cases where this is not possible, the meter may be situated on the customer's property. The District shall have the right of access to water meters wherever located for inspection, meter reading, as well as for connection service and maintenance. The customer shall not do, allow, or cause to be done, any act or condition which would in any way impair or prevent the District's access to its meter or service connection.
- E. The District shall periodically, or upon reasonable request of the customer, test water meters for accuracy. Faulty meters shall be repaired or replaced by the District.
- F. Any customer who tampers with, damages, or destroys a meter in any manner, shall be liable to the District for all costs associated with returning the meter to its normal operation.
- G. The District retains the right to inspect any conditions within or associated with a facility that may put the District's system and/or water supply at risk for contamination. If a condition is discovered that may seem a risk, written notification shall be given to the customer along with a request for the customer's response and a proposed correction determined by the District based upon the severity of the hazard. If, thereafter, the hazard is not corrected to the District's satisfaction, or the District determines the risk to public health to be imminent, water service shall be terminated immediately. Service shall not be resumed until the hazard is removed or adequately protected as determined by the District.
- H. Whenever the District, acting through its inspectors, determines that a water service connection is a hazard to the District's system and/or water supply, a backflow prevention device and/or assembly shall be installed in accordance with the current plumbing code as adopted by the State of Utah and/or as contained in the Cross Connection Control Program for Utah maintained by the Utah Department of Environmental Quality, Division of Drinking Water. All backflow prevention assemblies shall be installed by the customer on the service line of the customer's water system, at or near the property line, or immediately inside the building being served; but in all cases, before the first branch line leading off the service line. Within ten (10) working days following the initial installation, the customer shall obtain a certified inspection and operational testing of the backflow prevention assembly and furnish the results to the District. Thereafter, the customer shall obtain a certified inspection and operational testing of each backflow prevention assembly conducted at least once per year and furnish those results to the District. In instances where the District deems the hazard to be great, the customer shall obtain certified inspections more frequently as required by the District. The inspections and tests shall comply with standards established by the current plumbing code adopted by the State of Utah and/or the Cross-Connection Control Program for Utah maintained by the Utah Department of Environmental Quality, Division of Drinking Water.
- I. All presently installed backflow prevention assemblies which do not meet the requirements of this Chapter as of October 22, 2005, but which were approved for the purposes described herein at the time of installation before that date, and which have been properly maintained, shall s

the requirements of these rules so long as the District is assured that the assemble satisfactorily protect the public water system. The assemblies shall be subject to the inspection, testing and maintenance requirements as outlined by the Cross-Connection Control Program for Utah maintained by the Utah Department of Environmental Quality, Division of Drinking Water. If the existing assembly is moved from the present location, requires more than minimum maintenance as determined by the District, fails to operate properly during a testing exercise, or is determined to be hazardous by the District, the unit shall by replaced by the customer with a backflow prevention assembly which meets all then current requirements at the time of installation.

- J. No backflow prevention assembly shall be installed so as to create a safety hazard (i.e., over an electrical panel, steam pipes, boilers, or above ceiling level). All backflow prevention assemblies must be installed according to the standards established by the current plumbing code adopted by the State of Utah and/or the Cross-Connection Control Program for Utah maintained by the Utah Department of Environmental Quality, Division of Drinking Water, and must be easily accessible for testing by the District.
- K. Forfeiture of Connections: Upon request, the District Board may approve the forfeiture of standby or metered connections for extenuating circumstances to be determined by the District Board. If the District Board agrees to allow the forfeiture of a connection, it is District policy that the owner of the connection to be forfeited is not entitled to any compensation or credit for any fees or financial obligations paid with respect to that connections, including connection fees, impact fees, standby and usage fees, as well as physical water requirements previously transferred to the District.

1.07.000 Multiple Units

- A. The owner of the property shall be liable for payment of all water delivered to the various units.
- B. If two or more buildings are connected to the same meter, and if their ownership should become severed, the original owner shall remain liable for payment of all water usage until separate meters can be placed in service for each building. The new owner shall be liable for all costs associated with the new service connection.

1.08.000 Fire Hydrants And Fire Lines

- A. The cost of installation and materials for fire hydrants, fire lines, and Detector Check Systems, shall be borne by those benefitting from the location of the facilities, as determined by the District. Upon installation, the hydrants, fire lines, and Detector Check Systems shall become the property of the District.
- B. Existing hydrants will be inspected, maintained, and replaced as determined by the District.
- C. Use of fire hydrants without permission of the District, except by the Fire Department, is prohibited.
- D. The District shall have the right to approve the type of fire hydrant together with the design, specifications, and installation of all fire lines and Detector Check Systems. A Detector Check System is required when installing a fire line.
- E. Each month the Detector Check Systems shall be inspected to ensure the valves are turned on and to check for water use. Any unauthorized use shall be billed to the customer.
- F. The cost of inspecting and maintaining fire lines and Detector Check Systems shall be billed to the customer according to an approved fee schedule.

- A. The District requires main line extensions for all new structures requiring a building per the Town of Apple Valley. This requirement applies to all new building permit structures whether the permittee has independent water service from other Sources or not. The District has the mandate from the Town's Fire Department to provide fire protection service throughout the community. Main line extensions that are a part of a subdivision or a commercial development will be incorporated into the Development plans to be submitted to the District. Development plans submitted to the District will be reviewed based on the District's Design Standards. Main line extensions that are not part of a development project require main line engineered drawings. The main line extension applicant may submit plans for review and/or coordination with the District's Engineer, but must obtain necessary approvals from the District before any main line extensions can be constructed. The final approval shall include the Engineer and the Water Superintendent with final authorization issued by the Water Superintendent.
- B. The cost of service for review and inspections for main line extensions will be charged the cost of service based on time and materials at the District's published rates, including multiple review cycles.
- C. Any residential or commercial developer must request retail water service by signing a Water Application Agreement with the District before installation of water mains, fire hydrants, or other waterworks required by the District.
- D. To the extent practicable, the cost of installing water line extensions shall be borne by those benefitting from the extensions, as determined by the District.
 - 1. If, in the discretion of the District, projected future water needs require a water main of greater size than that needed for the development alone, the District may require that a larger water main be installed.
- E. Existing water mains shall be maintained and replaced by the District.
- F. All water main extensions shall become the property of the District, subject to the terms of the Extension Agreement.

1.10.000 Upgrading Size Of Connections

A. Customers desiring a larger service connection than is presently in place shall be charged the actual cost of up-sizing the connection.

1.11.000 All Other Services

A. All other services to be rendered by the District shall be negotiated between the customer and District, and shall be approved by the District Board. Every effort shall be made to ensure that fees charged for services rendered reasonably correspond with costs incurred by the District for such services.

1.12.000 General Provisions And Obligations

- A. Limitation of Liability: The District shall not be responsible for disruptions, irregularities or failure of service caused by broken water mains, power outages, equipment failure, or other circumstances beyond its reasonable control, and in no event shall the District be liable for any damage of any kind resulting therefrom.
- B. In the case of an emergency such as a natural disaster, the District solicits the cooperation of all customers. During such emergencies, the District will make every effort to keep its customers informed of the status and adequacy of its water supply.

- C. The District reserves the right at any time, without notice, to shut off or curtail water december 12. Through its mains for the purpose of making repairs or extensions or for other purposes, and no claim shall be made against the District, by reason of any breakage whatsoever, or for any damage that may result form shutting off the water for repairing, laying, or relaying mains, hydrants, or other connections, or for any other reason whatsoever, including natural causes. The District will attempt to provide notice to customers affected by a shut-off when adequate time exists to give such notice.
- D. In the event of scarcity of water, the District Board may, by proclamation, limit the use of water for any purpose to the extent as in its judgment is required for the public good. In the event of such scarcity, and in the event that a meeting of the District Board cannot be convened before preventative action is required, the District's Chairman may issue a proclamation limiting the use of water. Said proclamation shall have full force and effect until such time as the District Board shall be able to meet.
- E. The provisions of these rules and regulations shall be severable. If any provisions hereof, or the application of such provision under any circumstances is held invalid, it shall not affect any other provision of these rules and regulations, or its application in a different circumstance.
- F. No customer shall create or allow to exist any condition or activity which causes a District employee reasonable fear and/or apprehension for the safety of the employee's person and/or personal property in the possession or custody of the employee.
- G. Any District employee who reasonably fears for his personal safety or for the safety of personal property in the possession or custody of the employee, may take all reasonable acts, or refrain from acting, as the employee deems necessary to provide appropriate protection.
- H. An individual who tampers with District facilities for the purpose of stealing water will be subject to fines and charged for water and services used.
- I. Tampering with the water in any way will result in a \$750 fine for the first offense, and \$1,500 for subsequent offenses, and will result in criminal prosecution. Tampering is considered the unauthorized manipulation or change of any water apparatus or related equipment in any fashion. All water related equipment including the meter and the meter can is considered the property of the Big Palins Water Special Service District.
- J. In the event a customer violates any of the District's policies, rules and/or regulations, the District may take such remedial action as it deems appropriate, including but not limited to the termination of water service to the customer.

1.13.000 Control Of Backflow And Cross Connections

- 1.13.010 Definitions
- 1.13.020 General Policy
- 1.13.030 Responsibility: Water Superintendent/Inspector
- 1.13.040 Responsibility: Consumer
- 1.13.050 Responsibility: Certified Backflow Technician, Surveyor, Or Repair Person
- 1.13.060 Responsibility: Repair Of Backflow Assemblies
- 1.13.070 Requirements
- 1.13.080 Violations Of This Policy

1.13.010 Definitions

A. **APPROVED BACKFLOW ASSEMBLY**: An assembly accepted by the Utah State Department of Environmental Quality, Division of Drinking Water, as meeting an applicable specification or as suitable for the proposed use.

- Item 12.
- B. AUXILIARY WATER SUPPLY: Any water supply on or available to the premises other Water Superintendent public water supply will be considered as an auxiliary water supply. These auxiliary waters may include water from another Water Superintendent's public potable water supply or any natural source(s) such as a well, spring, river, stream, etc., or "used waters' or "industrial fluids". These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the Water Superintendent does not have authority for sanitary control.
- C. BACKFLOW: The reversal of the normal flow of water caused by either back-pressure or backsiphonage.
- D. BACK-PRESSURE: The flow of water or other liquids, mixtures, or substances from a region of high pressure to a region of lower pressure into the water distribution pipes of a potable water supply system for any source(s) other than the intended source.
- E. BACK-SIPHONAGE: The flow of water or other liquids, mixtures, or substances under vacuum conditions into the distribution pipes of a potable water supply system from any source(s) other than the intended source, caused by the reduction of pressure in the potable water system.
- F. BACKFLOW PREVENTION ASSEMBLY: An assembly or means designed to prevent backflow. Specifications for backflow prevention assemblies are contained within the Water Design Standards 01.16.000, as adopted by the State of Utah and in the Cross-Connection Control Program for Utah maintained by the Division of Drinking Water.
- G. **CONTAMINATION**: Means a degradation of the quality of the potable water supply by sewage, industrial fluids or waste liquids, compounds or other materials that may crate a health hazard.
- H. CROSS CONNECTION: Any physical connection or arrangement of piping or fixtures which may allow non-potable water or industrial fluids or other material of questionable quality to come into contact with potable water inside a water distribution system. This would include temporary conditions, such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or change-over devices or sliding multiport tubes or other plumbing arrangements.
- I. CROSS CONNECTION-CONTROLLED: A connection between a potable water system and a non-potable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.
- J. CROSS CONNECTION-CONTAINMENT: The installation of an approved backflow assembly at the water service connection to any customer's premises where it is physically and economically infeasible to permanently eliminate or control all actual or potential cross connections within the customer's water distribution system; or, it shall mean the installation of an approved backflow prevention assembly of the service line leading to and supplying a portion of a customer's water system where there are actual or potential cross connections which cannot be effectively eliminated or controlled at the point of the cross connection (isolation).
- K. WATER SUPERINTENDENT: The person designated to be in charge of the District water operations, is invested with the authority and responsibility for the implementation of an effective cross connection control program and for the enforcement of the provisions of this policy.

1.13.020 General Policy

- A. Purpose of Policy
 - 1. To protect the Public drinking water supply of the District from the possibility of contamination or pollution by requiring compliance with the Utah Public Drinking Water Rules (UPDWR) and the Plumbing Code as adopted by the State of Utah, and requir 242

Cross connection control protection of all public drinking water systems in the Utah. Compliance with these minimum safety codes will be considered reasonable diligence for the prevention of contaminants or pollutants which could backflow into the public drinking water system; and,

2. To promote the reasonable elimination or control of cross connections in the plumbing fixtures and industrial piping system(s0 of the consumer, as required by the state regulations and plumbing code to assure water system safety; and to provide for administration of a continuing program of backflow prevention which will systematically examine risk and effectively prevent contamination or pollution of the drinking water system.

1.13.030 Responsibility: Water Superintendent/Inspector

A. Responsibility: Water Superintendent

- The Water Superintendent shall be responsible for the protection of the drinking water distribution system from the foreseeable conditions leading to the possible contamination or pollution of the drinking water system due to the backflow of contaminants or pollutants into the drinking water supply.
- 2. Drinking water system surveys/inspections of the consumer's water distribution system(s) shall be conducted or caused to be conducted by individual's deemed qualified by and representing the District, i.e., Water Superintendent. Survey records shall indicate compliance with the State of Utah regulations. All such records will be maintained by the District.
- 3. The District shall schedule and notify in writing, all consumers of the need for the periodic system survey to ensure compliance with existing applicable minimum health and safety standards.
- 4. Selection of an approved backflow prevention assembly for containment control required at the service entrance shall be determined from the results of the system survey.
- 5. The Water Superintendent's responsibility to enforce the applicable sections of the plumbing code begins at the point of service (downstream or consumer side of the meter) and continues throughout the length of the consumer's water system.
- 6. The Water Superintendent will review all plans to ensure that unprotected cross connections are not an integral part of the consumer's water system. If a cross connection cannot be eliminated, it must be protected by the installation of an air gap or an approved backflow prevention device/assembly, in accordance with the adopted Plumbing Code.

1.13.040 Responsibility: Consumer

A. Responsibility: Consumer

- 1. To comply with this policy as a term and condition of water supply and consumer's acceptance of service is admittance of his/her awareness of his/her responsibilities as a water system user.
- It shall be the responsibility of the consumer to purchase, install, and arrange testing and maintenance of any backflow prevention device/assembly required to comply with this policy. Failure to comply with this policy shall constitute grounds for discontinuation of water service.

1.13.050 Responsibility: Certified Backflow Technician, Surveyor, Or Repair Person

- A. Responsibility: Certified Backflow Technician, Surveyor, or Repair Person
 - 1. Whether employed by the consumer or a utility to survey, test, repair, or maintain backflow prevention assemblies, the Certified Backflow Technician, Surveyor, or Repair Person will have the following responsibilities:
 - a. Ensuring that acceptable testing equipment and procedures are used for testing, repairing or overhauling backflow prevention assemblies.
 - b. Make reports of such testing and/or repairs to the consumer and the Water Superintendent on form approved for such use by the Water Superintendent within time frames as described by the Division of Drinking Water.
 - c. Include the list of materials or replacement parts being used on the reports.
 - d. Insuring that replacement parts are equal in quality to parts originally supplied by the manufacturer of the assembly being repaired.
 - e. Not changing design, material or operational characteristics of the assembly during testing, repair or maintenance.
 - f. Performing all test of the mechanical devices/assemblies and shall be responsible for the competence and accuracy of all test reports.
 - g. Insuring that his/her license is current, the testing equipment being used is acceptable to the State of Utah, and is in proper operating condition.
 - h. Being equipped with, and competent to use, all necessary tools, gauges, and other equipment necessary to properly test, and maintain backflow prevention assemblies.
 - i. Tagging each double check valve, pressure vacuum breaker, reduced pressure backflow assembly and high hazard air gap, showing the serial number, date tested and by whom. The certified technician's license number must also be on the tag.

1.13.060 Responsibility: Repair Of Backflow Assemblies

- A. Responsibility: Repair of Backflow Assemblies
 - 1. In the case of consumer requiring an assembly to be tested, any currently Certified Backflow Technician is authorized to make the test and report the results to the consumer and the Water Superintendent. The installation, replacement or repair of assemblies must be made by a tester having appropriate licensure form the Department of Commerce, Division of Occupational and Professional Licensing, except when the Backflow Technician is an agent of the assembly owner.

1.13.070 Requirements

A. No water service connection to any premises shall be installed or maintained by the Water Superintendent unless the water supply is protected as required by State laws, regulations, codes, and this policy. Service of water to a consumer found to be in violation of this policy shall be discontinued by the Water Superintendent after due process of written notification of vio

and an appropriate time for voluntary compliance and will not be restored until such cond Item 12. defects are corrected, if:

- 1. A backflow prevention assembly required by this policy for the control of backflow and cross connections is not installed, tested, and maintained; or
- 2. If it is found that a backflow prevention assembly has been removed or by-passed; or
- 3. If an unprotected cross connection exists on the premises; or
- 4. If the periodic system survey has not been conducted.
- B. The customer's system(s) shall be open for inspection at all reasonable times to authorized representatives of the District to determine whether cross connections or other structural or sanitary hazards, including violation of this policy exist and to audit the results of the required survey (R309-400 of the Utah Administrative Code).
- C. Whenever the District deems a service connection's water usage contributes a sufficient hazard to the water supply, an approved backflow prevention assembly shall be installed on the service line of the identified consumer's water system, at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off the service
- D. The type of protective assembly required under C, shall depend upon the degree of hazard which exist at the point of cross connection (whether direct or indirect), applicable to local and state requirements or resulting from the required survey.
- E. All presently installed backflow prevention assemblies which do not meet the requirements of this section but were approved assemblies for the purposes described herein a the time of installation and which have been properly maintained, shall, except, for the inspection and maintenance requirement under F, be excluded from the requirements of these rules so long as the District is assured that they will satisfactorily protect the public water system. Whenever an existing backflow prevention assembly is moved from the present location or, requires more than minimum maintenance or, when the District finds that the operation or maintenance of this assembly constitutes a hazard to health, the unit shall be replaced by an approved backflow prevention assembly meeting all local and state requirements.
- F. It shall be the responsibility of the consumer at any premises where backflow prevention assemblies are installed to have certified surveys/inspections, and operational tests made at least once per year at the consumer's expense. in those instances where the District deems the hazard to be great, it may require certified surveys/inspections and tests at a more frequent interval. It shall be the duty of the District to see that these tests are made according to the standards set forth by the State Department of Environmental Quality, Division of Drinking Water.
- G. All backflow prevention assemblies shall be tested within ten (10) working days of initial installation.
- H. No backflow prevention assemblies shall be installed so as to create a safety hazard. Example: Installed over an electrical panel, steam pipes, boilers, or above ceiling level.

1.13.080 Violations Of This Policy

A. If violations of this policy exist or if there has not been any corrective action taken by the consumer within ten (10) days of the written notification of the deficiencies noted within the survey or test results, then the District shall deny or immediately discontinue water service to the premises by providing a physical break in the service line until the customer has corrected the condition(s0 in conformance with all State and local regulations and statutes relating to plumbing, safe drinking water suppliers, and this policy. 245

- A. Multiple users and well sharing agreements are not allowed on private wells. Wells are for single use only and must be located on the User's property.
- B. Permit Required; Prohibition Against Drilling or Use of a Water Supply Well
 - 1. No person, firm, or corporation or other entity shall drill a well or cause a well to be drilled without applying for and receiving a permit from the District. no permit shall be issued until the requisite fee has been paid by the applicant. A person whose property is served by public water supply or is within 1,000 feet of the District service lines, may not drill or use for any purpose a water supply well where the groundwater which may be pumped by such well.

C. Contents of Permit

- 1. A permit application shall be made in writing to the District and shall contain the following information:
 - a. The applicant's name, address and telephone number.
 - b. The name, address and telephone number of the person, firm, corporation or other entity who will drill the well.
 - c. The name of the property owner upon whose property the well will be drilled and, if applicable, authorization to perform the drilling.
 - d. An accurate description of the location of where the well will be drilled.
 - e. Clear and convincing evidence that the application will not further deplete the District's water supply.
 - f. Copies of all documents submitted to the State of Utah showing compliance with existing Utah law.
 - g. Approval from the State of Utah to drill the well.
- D. Emergency When There Is an Existing Well.
 - 1. Notwithstanding any of the above provisions, a property owner with an existing well may drill a well or drill an existing well deeper and make application for a permit within three business days after drilling a well under the following conditions:
 - a. The well fails; and
 - b. It is not possible to obtain a permit prior to the well driller's availability to drill and/or redrill or deepen the existing well.
- E. Reporting the Drilling of a Well after Completion.
 - 1. Upon the completion of the well, the person, firm or entity drilling the well shall immediately submit to the District all of the information and reports which the person, firm or entity must submit to the State of Utah or any agencies thereof pursuant to the State's laws, rules and regulations.

F. Fees.

1. The fee for a permit shall be \$250 and shall accompany the application for a permit.

G. Violations and Penalties.

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1. Any person, firm, corporation, or other entity who shall violate any provisions of this Part, upon conviction thereof in any action brought before a District Court in a manner provided for the enforcement of summary offenses under the Utah Rules of Criminal Procedure, shall be sentenced to pay a fine of not less than \$1.000, plus costs. Each day the violation continues without a permit shall constitute a separate offense.

H. Severability Clause.

1. If any part or provision of this Policy is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Policy and all provisions, clauses and words of this Policy shall be severable.

01.15.000 Bulk Water Sales

- A. Bulk Water Sales: Customers may apply for rental of a bulk meter for bulk water purchase.
- B. Application Required. Customers will apply for bulk water purchase by filling out an application for bulk water meter rental.
- C. Procedures for Processing Bulk Water Applications: The District Staff will review the application for completeness and ensure all fees are paid. The District Staff will then annotate the meter number and the current meter reading. The District Staff will then schedule a time for the applicant to pick up the meter from the Town office.
- D. Verbal Communication with Water Superintendent Required: Bulk Water Customers are required to verbally communicate with the Water Superintendent before usage. The Water Superintendent will inform the customer which hydrant to use and instruct the applicant on safe use.
- E. Deposit and Other Fees. A \$1,000 deposit fee must be submitted to be on file during the rental of the bulk water meter. Fees for the rental and water usage can be found in Appendix A.
- F. The Customer must report the location the water is being used on. If the meter needs to be moved, the location must be reported to the District Staff.
- G. Loaning or subletting the meter, or removing water from the Town of Apple Valley is strictly prohibited.
- H. Customers Must Use Designated Hydrant. The Water Superintendent will inform the customer of which hydrant to use. The Customer must use the designated hydrant or hydrants, or the bulk use agreement will be terminated.
- I. Customers Responsible for Meter Reading. Customers are required to bring the bulk use meter into the Town office by the last day of the usage month according to the date of application. Failure to bring the meter in by the 5th day of the following usage month will result in a \$240 fee. Failure to bring it in within 30 days following a usage month will result in an additional \$250 fee and the termination of the bulk water usage agreement.
- J. Customers Responsible for Damage or Loss. Any damage to or loss of meter, fire hydrant, other equipment or property will be paid for at the expense of the customer.
- K. Tampering with Meter Prohibited. Any intentional tampering with the meter, to include customers attempting to repair the meter, will result in termination of the bulk meter usage agreement.
- L. All provisions stated on the application are applicable and shall be adhered to. A lien may be placed on the property being serviced for all unpaid charges and cost of collection. Anyong

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01.16.000 Water Design Standards

Water Valve Box Detail; Blow Off Detail

Standard Fire Hydrant Detail (Paved And Unpaved)

Thrust Blocks

6" Pressure Reducing Valve W/2" Bypass-Profile View

6" Pressure Reducing Valve W/2" Bypass-Plan View

1"-2" Water Meter-Plan View

1"-2" Water Meter-Profile View

Waterline Utility Crossing Detail

Water Meter With Fire Flow-Plan View

Water Meter With Fire Flow-Profile View

Trench Detail

Air Release Valve Detail

Carrier Pipe Detail-Cross Section

Backflow Detail

Pipe Fixtures-Plan View

Assorted Details

Meter Pedestal For Riser Connection

RTU Pedestal Elevations-Front And Back

RTU Pedestal Side Elevation

Vent Pipe Side Penetration

Pipe Fixtures-Plan And Profile View

Pipe Fixtures-Profile View

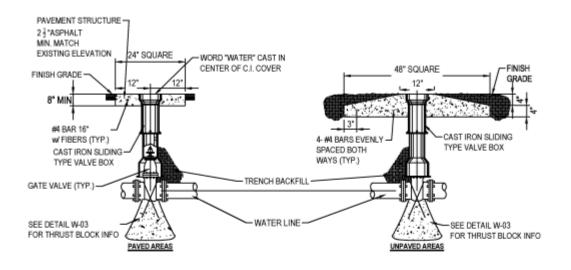
Pressure Gauge W/Hose Bib

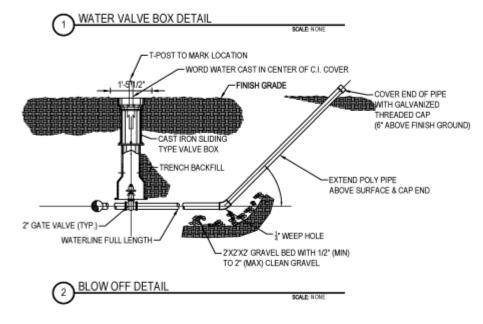
Typical Cable Tool Well Section

Typical Screened/Gravel Packed Well Section

Hot Tap Plan View And Section View

Water Valve Box Detail; Blow Off Detail



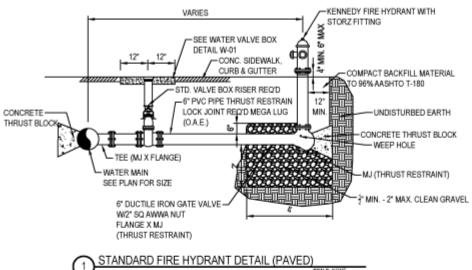




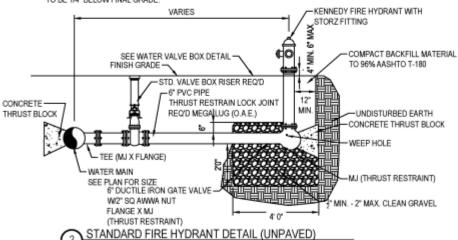
Standard Fire Hydrant Detail (Paved And Unpaved)

NOTE:

TOP OF VALVE BOX AND CONCRETE COLLAR TO BE 1/4" BELOW FINAL GRADE.



NOTE TOP OF VALVE BOX AND CONCRETE COLLAR TO BE 1/4" BELOW FINAL GRADE. VARIES



PROJECT # DATE SU1011 09/22/2017 W-02

BIG PLAINS WATER SSD STANDARD DETAILS STANDARD FIRE HYDRANT DETAIL WASHINGTON COUNTY, UTAH

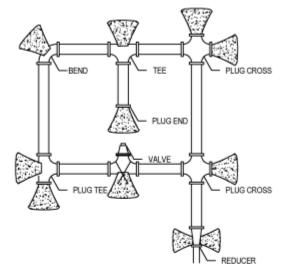


BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

Thrust Blocks

NOTE:

- CONCRETE SHALL NOT BE PLACED AROUND JOINTS AND BOLTS.
- BLOCKING SHALL BE POURED IN PLACE PORTLAND CEMENT CONCRETE A MINIMUM OF 12 INCHES THICK BETWEEN SOULD UNDISTURBED OR COMPACTED EARTH AND FITTING. THRUST BLOCK SHALL BE PLACED TO PERMIT ACCESS TO THE PIPE AND FITTING.
- MINIMUM BEARING AREAS ASSUME A WORKING PRESSURE OF UP TO 150 PSI (TEST PRESSURE 200 PSI) AND A MINIMUM SOIL BEARING PRESSURE OF 2000 PSI. IF THESE CONDITIONS ARE NOT MET, LARGER BLOCKING WILL BE REQUIRED.





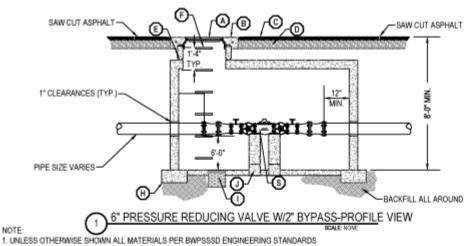
W-03

BIG PLAINS WATER SSD STANDARD DETAILS THRUST BLOCKS WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

6" Pressure Reducing Valve W/2" Bypass-Profile View



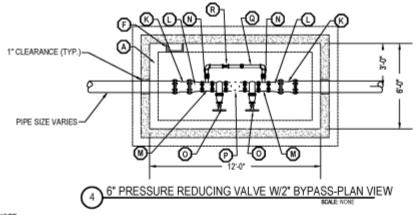
LEGEND				
NO.		ITEM	DESCRIPTION	
Α		MANHOLE RING AND COVER (RIBLESS)	D&L A-1180 O.A.E.	
В		4" / X 8" THICK CONCRETE COLLAR	W/ 40" / #4 BARS & FIBERS	
С		3" ASPHALT MAT		
D		8" COMPACTED UNTREATED BASE		
Е		GRADE RING(S)		
F		MANHOLE STEP	(M.A. INDUSTRIES INC. O.A.E.)	
G		CONCRETE VAULT TOP (6'X 12')	AMCOR UV6127T O.A.E.	
Н		9" X 18" FOOTING W/ 3-#4 BARS		
ı		SUMP	12" X 12" X 12" WISUMP PUMP & GRATE	
J		CONCRETE SUPPORT BLOCKING		
К		x" M.J. X FLANGE ADAPTOR	CEMENT LINED	
L		x" X 6" FLANGED REDUCER (IF REQ'D)	CEMENT LINED	
М		6" FLANGED STEEL SPOOL WITH 2" OUTLET	EPOXY COATED AND LINED	
N		2" GATE VALVE WITH HANDWHEEL		
0		6" GATE VALVE WITH HANDWHEEL	NON-RISING STEM	
Р		6" PRESSURE REDUCING VALVE	WATTS ACV 115/6115 O.A.E.	
Q		2° K-COPPER PIPE AND FITTINGS AS SHOWN		
R		2" PRESSURE REDUCING VALVE		
S		3/4" TAPPS w/ PRESSURE GAUGE	2 1/2", 0-300 PSI, GLYCERIN FILLED	

SU1011 09/22/2017
W-04A

BIG PLAINS WATERSSD
STANDARD DETAILS
6" PRESSURE REDUCING VALVE W/2" BYPASS- PROFILE
WASHINGTON COUNTY, UTAH

BIG PLAINS WATER SSD
1777 N. Meadowlark Drive
Apple Valley, Utah 94737
Phone 435-877-1190
Fax 435-877-1192

6" Pressure Reducing Valve W/2" Bypass-Plan View



NOTE:
1. UNLESS OTHERWISE SHOWN ALL MATERIALS PER BWPSSSD ENGINEERING STANDARDS

		LEGEND	
NO.	•	ITEM	DESCRIPTION
Α		MANHOLE RING AND COVER (RIBLESS)	D&L A-1180 O.A.E.
В		4 / X 8" THICK CONCRETE COLLAR	W/ 40" / #4 BARS & FIBERS
С		3" ASPHALT MAT	
D		8" COMPACTED UNTREATED BASE	
Е		GRADE RING(S)	
F		MANHOLE STEP	(M.A. INDUSTRIES INC. O.A.E.)
G		CONCRETE VAULT TOP (6'X 12')	AMCOR UV6127T O.A.E.
н		9" X 18" FOOTING W 3-#4 BARS	
1		SUMP	12" X 12" X 12" W/SUMP PUMP & GRATE
J		CONCRETE SUPPORT BLOCKING	
K		x" M.J. X FLANGE ADAPTOR	CEMENT LINED
L		x* X 6* FLANGED REDUCER (IF REQ*D)	CEMENT LINED
М		6" FLANGED STEEL SPOOL WITH 2" OUTLET	EPOXY COATED AND LINED
N		2" GATE VALVE WITH HANDWHEEL	
0		6" GATE VALVE WITH HANDWHEEL	NON-RISING STEM
Р		6" PRESSURE REDUCING VALVE	WATTS ACV 115/6115 O.A.E.
Q		2" K-COPPER PIPE AND FITTINGS AS SHOWN	
R		2" PRESSURE REDUCING VALVE	
S		3/4" TAPPS W PRESSURE GAUGE	2 1/2", 0-300 PSI, GLYCERIN FILLED

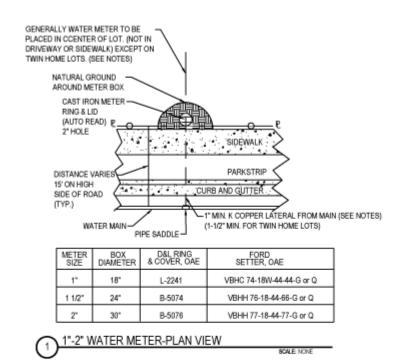
W-04B 6" P

BIG PLAINS WATER SSD STANDARD DETAILS 6" PRESSURE REDUCING VALVE WIZ" BYPASS- PLAN WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

1"-2" Water Meter-Plan View

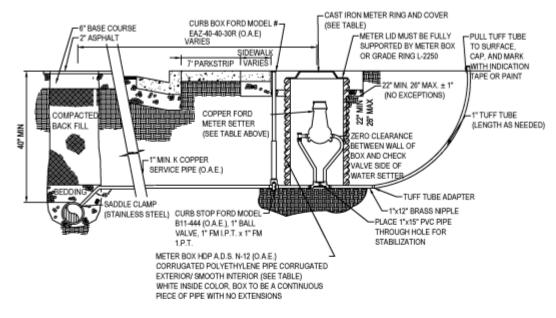


SU1011 09/22/2017 W-05A BIG PLAINS WATER SSD STANDARD DETAILS 1"-2" WATER METER-PLAN VIEW WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

1"-2" Water Meter-Profile View



NOTES:

- 3/4" LATERAL ALLOWED ONLY BY APPROVAL OF THE DISTRICT ENGINEER
- ON TWIN HOME LOTS THE WATER METERS SHALL BE TEED OFF A COMMON 1-1/2" MIN. LATERAL COMING FROM THE MAIN AND PLACED ON EACH SIDE THE LOT DIVIDING LINE ACCORDING TO THE LAYOUT OF THE HOMES.



W-05B

BIG PLAINS WATER SSD STANDARD DETAILS 1"-2" WATER METER-PROFILE VIEW WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

Waterline Utility Crossing Detail

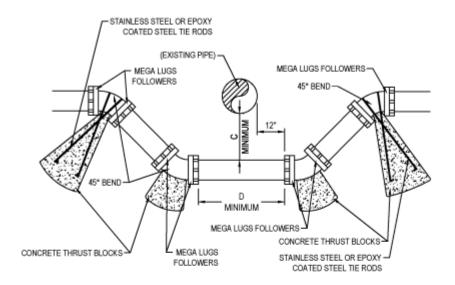
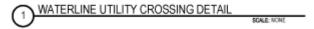


TABLE OF DIMENSIONS										
No.	OBSTRUCTION SEWER MAIN	OTHER								
С	18"	12"								
D MIN	FULL PIPE LENGTH	O.D. + 12*								

NOTES:

- MATCH EXISTING SERVICE. BEND PIPE AROUND OBSTRUCTION.
- 2. THRUST BLOCKS: NOT REQUIRED FOR FLANGE, WELDED, OR RESTRAINED JOINT PIPE SYSTEMS.
- LOOP WATER MAINS OVER TOP OF SEWER LINES.
- CONTRACTOR SHALL SUBMIT DETAILS OF RESTRAINED JOINT PIPE TO ENGINEER FOR
- APPROVAL PRIOR TO INSTALLATION.

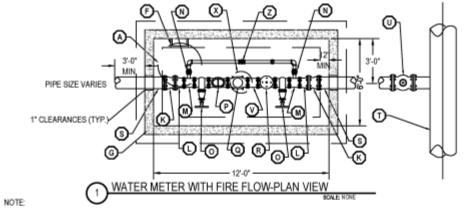


SU1011 09/22/2017 W-06 BIG PLAINS WATER SSD STANDARD DETAILS WATERLINE UTILITY CROSSING DETAIL WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

Water Meter With Fire Flow-Plan View



110 12.	
1 ALL MATERIALS DED CO	CIMOD ENGINEEDING STANDARDS LINEESS OTHERWISE SHOWN

NO.	MATE	RIALS PER CICWICD ENGINEERING STANDARDS UNLESS OTH ITEM	DESCRIPTION
A.		MANHOLE RING AND COVER (RIBLESS)	D&L A-1180 O.A.E.
		, ,	
В		40 X 8" THICK CONCRETE COLLAR	W/ 40'QW4 BARS & FIBERS
С		3" ASPHALT MAT	
D		8" COMPACTED UNTREATED BASE	
Е		GRADE RING(S)	
F		MANHOLE STEP	(M.A. INDUSTRIES INC. O.A.E.)
G		CONCRETE VAULT TOP (6'X 12')	AMCOR UV6127T O.A.E.
Н		9" X 18" FOOTING W/ 3-#4 BARS	
1		SUMP	12" X 12" X 12" WISUMP PUMP & GRATE
J		CONCRETE SUPPORT BLOCKING	
K		6" MIN. FLANGE ADAPTOR	CEMENT LINED
L		x" X 6" FLANGED REDUCER (IF REQ'D)	CEMENT LINED
М		6" FLANGED STEEL SPOOL WITH 2" OUTLET	EPOXY COATED AND LINED
N		2" GATE VALVE WITH 4" NIPPLE	
0		6" GATE VALVE WITH HANDWHEEL	NON-RISING STEM
Р		6" SINGLE DETECTOR CHECK VALVE	WATTS SERIES 07F O.A.E.
Q		6" COMPOUND FLOW METER (PURCHASED FROM CITY)	COMPOUND W/ STRAINER
R		6" PRESSURE REDUCING VALVE (IF REQ'D)	
s		6" MIN. D.I. PIPE (TO OUTSIDE OF VAULT)	CEMENT LINED
Т		CITY WATER MAIN	
U		GATE VALVE WITH BOX	SEE W1
٧		6" FLANGED SPOOL 12" LONG	CEMENT LINED
W		18" DIA. HDPE PIPE	PER PIPE SPEC.
Х		RING & LID w/ 2" HOLE	D&L-2241 O.A.E.
Υ		30"x30"x8" THICK CONCRETE COLLAR	
Z		2" PRESSURE REDUCING VALVE	WATTS ACV 115/6115 O.A.E
_			

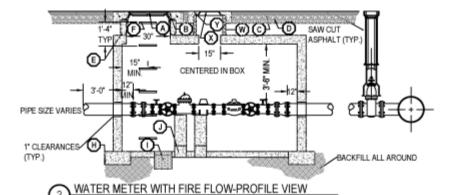
90,007 PARE SU1011 09/22/2017 W-07A

BIG PLAINS WATER SSD STANDARD DETAILS WATER METER WITH FIRE FLOW-PLAN VIEW WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

Water Meter With Fire Flow-Profile View



NOTE:

1. ALL MATERIALS PER CICWCD ENGINEERING STANDARDS UNLESS OTHERWISE SHOWN

NO.	ITEM	DESCRIPTION
A	MANHOLE RING AND COVER (RIBLESS)	D&L A-1180 O.A.E.
В	40 X 8" THICK CONCRETE COLLAR	W/ 40'O#4 BARS & FIBERS
С	3" ASPHALT MAT	
D	8" COMPACTED UNTREATED BASE	
Е	GRADE RING(S)	
F	MANHOLE STEP	(M.A. INDUSTRIES INC. O.A.E.)
G	CONCRETE VAULT TOP (6'X 12')	AMCOR UV6127T O.A.E.
н	9" X 18" FOOTING W/ 3#4 BARS	
1	SUMP	12" X 12" X 12" WISUMP PUMP & GRATE
J	CONCRETE SUPPORT BLOCKING	
К	6° MIN. FLANGE ADAPTOR	CEMENT LINED
L	x" X 6" FLANGED REDUCER (IF REQ'D)	CEMENT LINED
М	6" FLANGED STEEL SPOOL WITH 2" OUTLET	EPOXY COATED AND LINED
N	2" GATE VALVE WITH 4" NIPPLE	
0	6" GATE VALVE WITH HANDWHEEL	NON-RISING STEM
Р	6" SINGLE DETECTOR CHECK VALVE	WATTS SERIES 07F O.A.E.
Q	6" COMPOUND FLOW METER (PURCHASED FROM CITY)	COMPOUND WISTRAINER
R	6" PRESSURE REDUCING VALVE (IF REQ'D)	
s	6° MIN. D.I. PIPE (TO OUTSIDE OF VAULT)	CEMENT LINED
Т	CITY WATER MAIN	
U	GATE VALVE WITH BOX	SEE W1
v	6" FLANGED SPOOL 12" LONG	CEMENT LINED
w	18" DIA, HDPE PIPE	PER PIPE SPEC.
х	RING & LID w/ 2" HOLE	D&L-2241 O.A.E.
Υ	30"x30"x6" THICK CONCRETE COLLAR	
z	2" PRESSURE REDUCING VALVE	WATTS ACV 115/6115 O.A.E

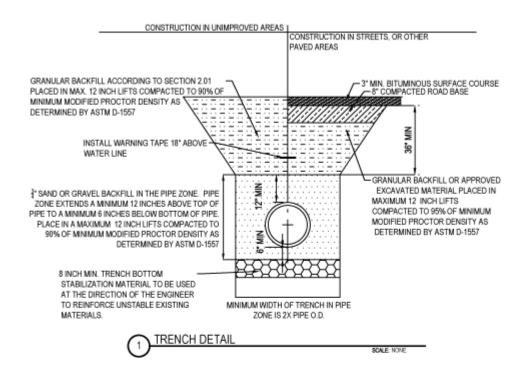
PROJECT# DATE SU1011 09/22/2017 W-07B

BIG PLAINS WATERSSD STANDARD DETAILS WATER METER WITH FIRE FLOW- PROFILE WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

Trench Detail



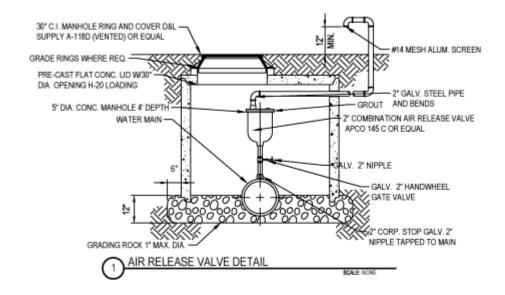
W-08

BIG PLAINS WATER SSD STANDARD DETAILS TRENCH DETAIL WASHINGTON COUNTY, UTAH



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Air Release Valve Detail



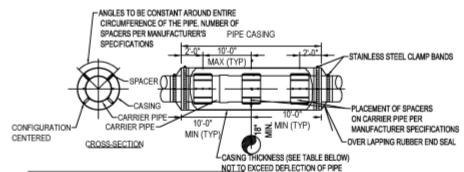
W-09

BIG PLAINS WATER SSD STANDARD DETAILS AIR RELEASE VALVE DETAIL WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

Carrier Pipe Detail-Cross Section



CARRIER PIPE PIPE SIZE CASING O.D. THICKNESS* 1/4° 16 8" 18* 1/41 10" 20° 5/16* 12" 24" 5/16* 16 301 3/8. 18" 30° 3/8. 20" 36" 1/2" 24" 42 1/2"

- CASING INSTALLATIONS OVER 25 FEET BELOW FINISH GRADE TO HAVE THICKNESS DETERMINED BY A UTAH LICENSED PROFESSIONAL ENGINEER.
- CASING INSTALLATIONS UNDER RAILROAD TRACKS TO HAVE THICKNESS DETERMINED BY A UTAH LICENSED PROFESSIONAL ENGINEER AND APPROVED BY UNION PACIFIC RAILROAD.

NOTE

- STEEL PIPE CASING SHALL CONFORM TO THE REQUIREMENTS OF ASTM A283, GRADE B, C, OR D.
 ALL JOINTS SHALL BE WELDED. INTERIOR JOINTS SHALL BE GROUND TO A SMOOTH FINISH. ALL
 WELDING SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C206, "AWWA STANDARD FOR FIELD
 WELDING OF STEEL WATER PIPE." COATINGS FOR STEEL CASING ARE NOT REQUIRED.
- STEEL PIPE CASING SHALL BE INSTALLED SYMMETRICAL ABOUT WATER MAIN CENTERLINE (TYP).

 3. PIPE CASING SHALL BE LAID TRUE TO LINE AND GRADE WITH NO BENDS OR CHANGES IN GRADE FOR THE FULL LENGTH OF THE CASING.
- AGENCY APPROVED CASING SPACERS AND END SEALS SHALL BE INSTALLED PER MANUFACTURER'S
 SPECIFICATIONS. USE A "CENTERED CONFIGURATION AND PROVIDE THE MANUFACTURER WITH THE FOLLOWING: (PIPE O.D., CASING I.D., AND CASING LENGTH.

ALL PIPE JOINTS WITHIN THE CASING ARE TO BE RESTRAINED.

CASING TO BE FILLED WITH SAND OR GROUT AS APPROVED BY AGENCY.



W-10

BIG PLAINS WATER SSD STANDARD DETAILS CARRIER PIPE DETAIL WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

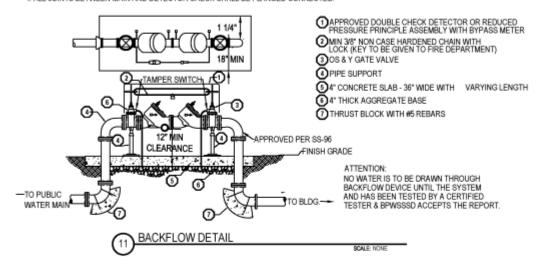
Backflow Detail

NOTES:

- I. DOUBLE CHECK OR REDUCED PRESSURE PRINCIPLE DETECTOR ASSEMBLY TO BE APPROVED PER BPWSSSD.

 2. ALL MATERIALS SHALL BE U.L. F.M. APPROVED

 3. TYPICAL LINE DRAWING. ACTUAL INSTALLATION MAY VARY WITH FIELD CONDITIONS AND FIRE DEPARTMENT REQUIREMENTS.
- 4. ALL JOINTS BETWEEN MAIN AND DETECTOR CHECK SHALL BE FLANGED CONNECTED.



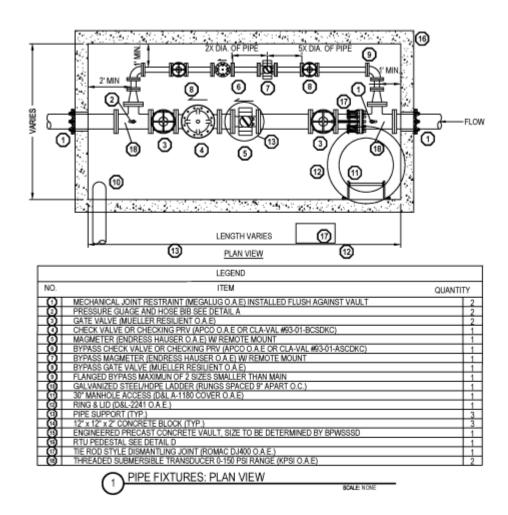
PROJECT # DATE SU1011 09/22/2017 W-11

BIG PLAINS WATER SSD STANDARD DETAILS BACKFLOW DETAIL WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

Pipe Fixtures-Plan View

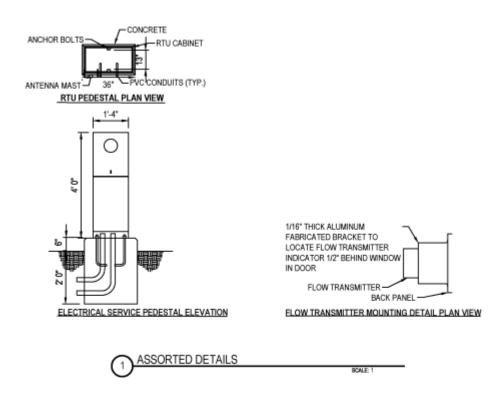


SU1011 09/22/2017 W-12A BIG PLAINS WATER SSD STANDARD DETAILS PIPE FIXTURES PLAN VIEW WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

Assorted Details

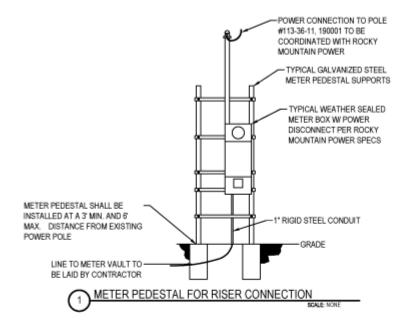


SU1011 09/22/2017 W-12B BIG PLAINS WATER & SEWER SSD STANDARD DETAILS ASSORTED DETAILS WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

Meter Pedestal For Riser Connection

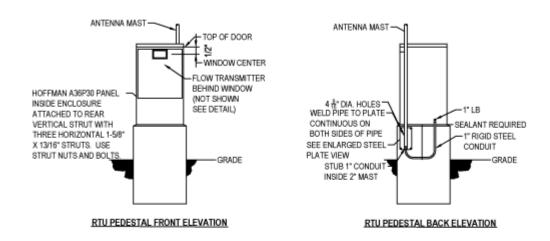


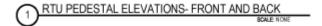
SU1011 09/22/2017 W-12C BIG PLAINS WATER SSD STANDARD DETAILS METER PEDESTAL FOR RISER CONNECTION WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

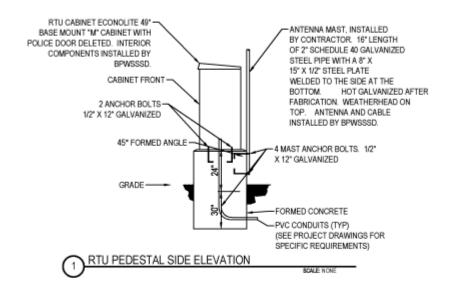
RTU Pedestal Elevations-Front And Back







RTU Pedestal Side Elevation



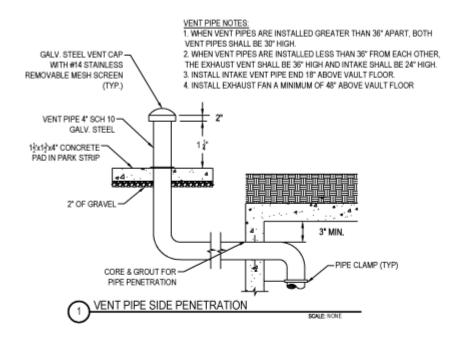
W-12E

BIG PLAINS WATER SSD STANDARD DETAILS RTU PEDESTAL SIDE ELVATION WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

Vent Pipe Side Penetration



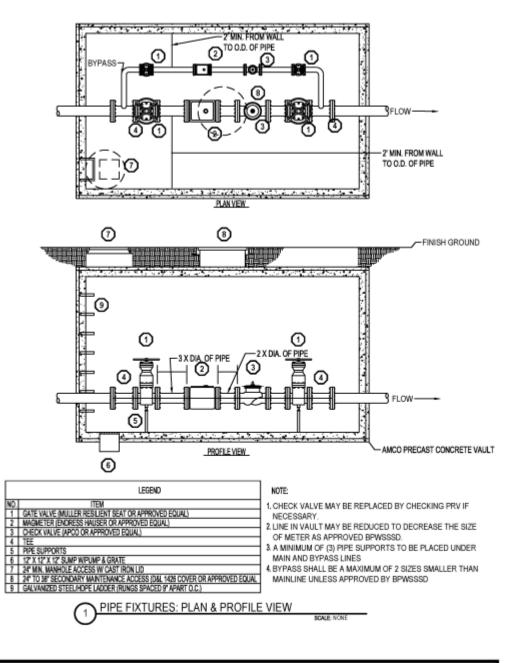
W-12F

BIG PLAINS WATER SSD STANDARD DETAILS VENT PIPE SIDE PENETRATION WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

Pipe Fixtures-Plan And Profile View

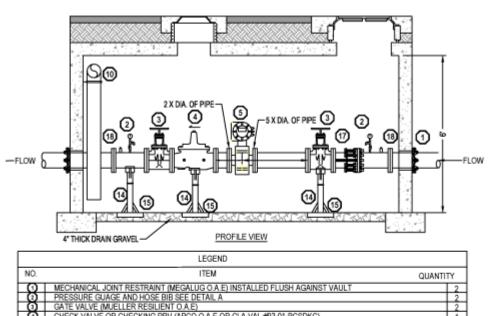


SU1011 09/22/2017 W-12G BIG PLAINS WATER SSD STANDARD DETAILS PIPE FIXTURES: PLAN & PROFILE VIEW WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

Pipe Fixtures-Profile View



	LEGEND	
NO.	ITEM	QUANTITY
0	MECHANICAL JOINT RESTRAINT (MEGALUG O.A.E) INSTALLED FLUSH AGAINST VAULT	2
0	PRESSURE GUAGE AND HOSE BIB SEE DETAIL A	2
Ø	GATE VALVE (MUELLER RESILIENT O.A.E)	2
0	CHECK VALVE OR CHECKING PRV (APCO O A E OR CLA-VAL #93-01-BCSDKC)	1
0	MAGMETER (ENDRESS HAUSER O.A.E) WIREMOTE MOUNT	1
0	BYPASS CHECK VALVE OR CHECKING PRV (APCO O.A.E OR CLA-VAL #93-01-ASCDKC)	1
Ø	BYPASS MAGMETER (ENDRESS HAUSER O.A.E) W/ REMOTE MOUNT	1
•	BYPASS GATE VALVE (MUELLER RESILIENT O.A.E)	1
0	FLANGED BYPASS MAXIMUN OF 2 SIZES SMALLER THAN MAIN	1
(10)	GALVANIZED STEEL/HDPE LADDER (RUNGS SPACED 9" APART O.C.)	1
Θ	30" MANHOLE ACCESS (D&L A-1180 COVER O.A.E)	1
(12)	RING & LID (D&L-2241 O.A.E.)	1
(B)	PIPE SUPPORT (TYP.)	3
(4)	12" x 12" x 2" CONCRÉTE BLOCK (TYP.)	3
⊚	ENGINEERED PRECAST CONCRETE VAULT, SIZE TO BE DETERMINED BY BPWSSSD	1
(B)	RTU PEDESTAL SEE DETAIL D	1
1	TIE ROD STYLE DISMANTLING JOINT (ROMAC DJ400 O.A.E.)	1
(11)	THREADED SUBMERSIBLE TRANSDUCER 0-150 PSI RANGE (KPSI O.A.E)	2

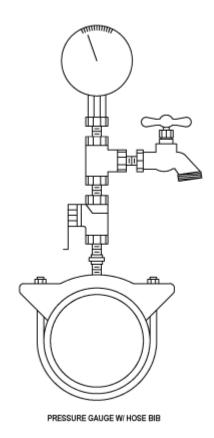


W-12H

BIG PLAINS WATER SSD
STANDARD DETAILS
PIPE FOXTURES: PROFILE VIEW
WASHINGTON COUNTY, UTAH

BIG PLAINS WATER SSD
1777 N. Meadowlark Drive
Apple Valley, Utah 84737
Phone 435-877-1190
Fax 435-877-1192

Pressure Gauge W/Hose Bib



PROJECT# DATE SU1011 09/22/2017

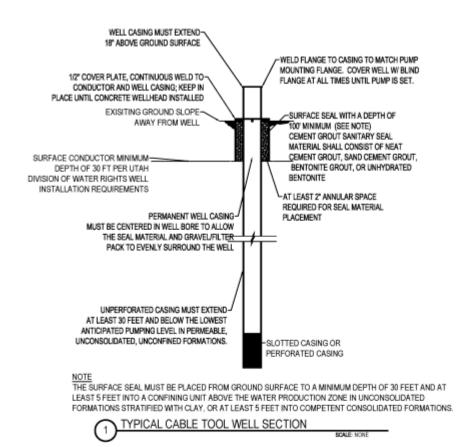
W-13

BIG PLAINS WATER SSD STANDARD DETAILS PRESSURE GAUGE WI HOSE BIB WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

Typical Cable Tool Well Section

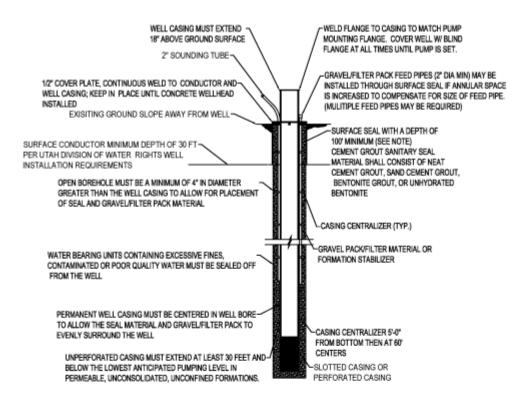


SU1011 09/22/2017 W-14 BIG PLAINS WATER SSD STANDARD DETAILS TYPICAL CABLE TOOL WELL SECTION WASHINGTON COUNTY, UTAH



BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

Typical Screened/Gravel Packed Well Section



NOTE

THE SURFACE SEAL MUST BE PLACED FROM GROUND SURFACE TO THE DEEPEST OF THE FOLLOWING OPTIONS AS APPLICABLE:
1) A MINIMUM DEPTH OF 100 FEET AND FOR A THICKNESS OF AT LEAST 30 FEET THROUGH A PROTECTIVE CLAY LAYER (R309-660-R(1)(V), R309-204-6(6)(i))
2) FROM STATIC WATER LEVELTO GROUND SURFACE IN UNCONSLIDATED FORMATIONS (NO CONFINING UNIT);
3) AT LEAST 5 FEET INTO A CONFINING UNIT IN CLAY STRATIFIED UNCONSOLIDATED FORMATIONS; AND
4) AT LEAST 5 FEET INTO COMPETENT CONSOLIDATED FORMATIONS.



SU1011 09/22/2017

W-15

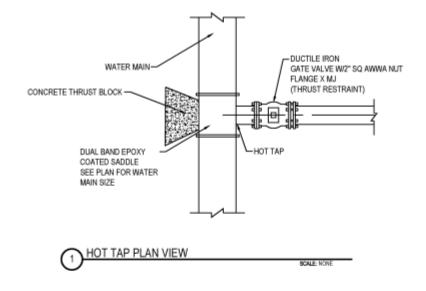
BIG PLAINS WATER SSD STANDARD DETAILS TYPICAL SCREENEDIGRAVEL PACKED WELL SECTION WASHINGTON COUNTY, UTAH

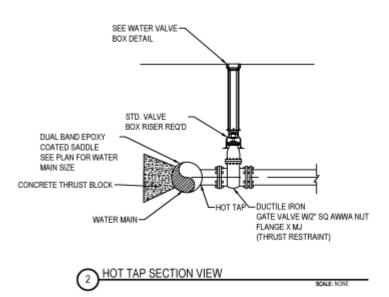


BIG PLAINS WATER SSD 1777 N. Meadowlark Drive Apple Valley, Utah 84737 Phone 435-877-1190 Fax 435-877-1192

Hot Tap Plan View And Section View

274







01.17.000 Penalties And Violations

- A. Notwithstanding individual penalties stated elsewhere in this policy, the following policy shall apply to this entire manual as follows:
 - 1. A maximum criminal penalty for the violation of any policy may be imposed a fine not to exceed the maximum class B misdemeanor or fine under the Utah Code Annotated Section 76-3-301 or by a term of imprisonment up to six (6) months, or both the fine and term imprisonment.

Item 12.

- 2. Terms of imprisonment. A person who has been convicted of a misdemeanor sentenced to imprisonment as follows:
 - a. In the case of a class B misdemeanor, for a term not exceeding six (6) months.
 - b. In the case of a class C misdemeanor, for a term not exceeding ninety (90) days.

3. Infractions:

- a. A person convicted of an infraction may not be imprisoned but may be subject to a fine, forfeiture and disqualification, or any combination.
- b. Whenever a person is convicted of an infraction and no punishment is specified, the person, the person may be fined as for a class C misdemeanor.
- 4. Fines. A person convicted of an offense may, in addition to any term of imprisonment imposed, be sentenced to pay a fine not to exceed:
 - a. Class B Misdemeanor: One thousand dollars (\$1,000.00) when the conviction is of a class B misdemeanor conviction; and
 - b. Class C Misdemeanor; Infraction: Seven hundred fifty dollars (\$750.00) when the conviction is of a class C misdemeanor conviction or infraction conviction.
- 5. Fines of Corporations: The sentence to pay a fine, when imposed upon a corporation, association, partnership, or governmental instrumentality for an offense defined in this policy for which no special corporate fine is specified, shall be to pay an amount fixed by the court, not exceeding:
 - a. Class B Misdemeanor: Five thousand dollars (\$5,000.00) when the conviction is for a class B misdemeanor conviction; and
 - b. Class C Misdemeanor; Infraction: One thousand dollars (\$1,000.00) when the conviction is for a class C misdemeanor conviction or for an infraction conviction.
- 6. Continuing Violation: In all instances where the violation of this policy is a continuing violation, a separate offense shall be deemed committed on each day during or on which the violation occurs or continues to occur.

01.20.000 Appendix A Schedule Of Water Rates, Fees, And Charges

01.20.010 Residential

01.20.020 Commercial

01.20.030 Bulk Meter

01.20.040 Cost Of Services

01.20.010 Residential

Residential Standby Fee: \$49/month

Residential Base Fee: \$49/month

Residential Usage Fees:

Gallons Used	Charge/1,000 Gal	Total		
0-base/standby		\$49.00		

0-5,000	\$1.50	Calculated on usage	based
5,001-12,000	\$1.75	Calculated on usage	based
12,001-25,000	\$2.00	Calculated on usage	based
25,001-35,000	\$2.25	Calculated on usage	based
35,001-45,000	\$2.50	Calculated on usage	based
45,001+	\$2.75	Calculated on usage	based

Residential Impact Fee (3/4 in Connection): \$12,000

Connection Fee Deposit by Meter Size:

3/4-inch Connection Fee: \$1,600

1-inch Connection Fee: \$1,900

1.5-inch Connection Fee: \$2,900

2-inch or Larger Connection Fee: Quoted Upon Request

Actual cost of the connection depending on the size of meter required.

One (1) acre foot of municipal category water rights must be deeded to the District.

<u>01.20.020 Commercial</u>

Item 12.

Commercial 1.5-inch meter base/standby rate:

Commercial 2-inch meter base/standby rate:

Commercial 3-inch meter base/standby rate:

Commercial 4-inch meter base/standby rate:

Commercial Usage Fees: \$1.50 per 1,000 Gallons

Commercial Impact Fee: (Based on connection diameter-see table below. Appropriate acre feet of water of municipal category water rights must be deeded to the District)

Connection Diameter (in)	ERC's	Impact Fee Amount
3/4	1	\$12,000
1	3	\$15,000
1.5	5	\$21,000
2	8	\$27,000
3	10	\$39,000

Commercial Retail Connection Fee: Actual cost of the connection depending on the size of meter required.

01.20.030 Bulk Meter

Bulk Meter Usage Fees:

\$49 meter fee for usage up to five days, with a \$5.00 charge for each additional day the meter is out.

The water usage cost is \$4.00/1,000 gallons used.

The meter must be read at least every 30 days.

A \$1,000 meter deposit is required.

There will be a \$250 additional charge for late (greater then five (5) days and thirty (30) days.

01.20.040 Cost Of Services

COST OF SERVICES

Application Processing Fee \$125

• Well Permit Fee \$250

Item 12. **Actual Cost** Engineering Inspections \$60/Hour Will Serve Letters \$75 Call-Outs \$60 First Hour Minimum / \$80 Additional Hours **Actual Cost** Equipment Late Notice Fee \$5 Service Restoration Fee \$50 Interest Charges 5%/Month 01.21.000 Appendix B Acknowledgement Of Water Supply APPENDIX B Big Plains Water SSD 1777 N Meadowlark Dr Apple Valley UT 84737 T: 435.877.1190 | F: 435.877.1192 www.applevalleyut.gov I/We, _____am/are the applicant(s) of the application known as located on parcel(s) within the Town of Apple Valley, Washington County, Utah. By my/our signatures(s) below, I/we do hereby acknowledge and agree to the following: Approval of a development application by the Town does not guarantee that sufficient water will be available to serve the zone, project, subdivision, or development for which this application is being submitted; and Prior to receiving approval for the application, the applicant shall be required by the Town of Apple Valley to provide a preliminary Will Serve letter from the Big Plains Water Special Service District ("District") which verifies the conditions required to provide services to the project, subdivision, or development; and The applicant assumes the entire risk of water availability for the project, subdivision or development and/or application. Signature(s): Name Applicant/Owner Date Applicant/Owner Name Date Name Applicant/Owner Date

State of _____)

County of ____

)§

On this _	day	of		_, in the y	year 20 ₋	, befo						8	Item 12.
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evidence	to be the	person(s) w	vhose	name(s)	(is/are)	subscribe	ed to this	inst	rume	nt, and	acl	knov	vledge
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BIG PLAINS WATER SPECIAL SERVICE DISTRICT

RESOLUTION NO. BPW-R-2023-06

A RESOLUTION APPROVING THE FORMAT OF THE POLICIES AND PROCEDURES FOR RETAIL WATER SERVICES MANUAL

WHEREAS, the Big Plains Water Special Service District ("District") adopted a Policies and Procedures For Retail Water Service manual; and

WHEREAS, the District Board deems it necessary and appropriate that such Policies and Procedures for Retail Water Service Manual be formatted to incorporate the manual on the website in the codebooks; and

WHEREAS, at a meeting of the District, duly called, noticed and held on the 12th day of April 2023, and upon motion duly made and seconded:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the District that the Policies and Procedures for Retail Water Services Manual is hereby amended to reflect the format changes attached hereto.

BIG PLAINS WATER SPECIAL SERVICE DISTRICT

Chairman Andy McGinnis

ATTEST:

Jenna Vizcardo, Recorder

AYE NAY ABSENT ABSTAIN

Chairman | Andy McGinnis

Board Member | Frank Lindhardt

Board Member | Harold Merritt

Board Member | Ross Gregerson

Board Member | Jarry Zaharias

PASSED this 12th day of April 2023.