



**BIG PLAINS WATER AND SEWER SPECIAL SERVICE
DISTRICT PUBLIC HEARING AND MEETING
BOARD OF DIRECTORS, REGULAR MEETING
1777 N Meadowlark Dr, Apple Valley
Thursday, April 21, 2022 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 **Thursday, April 21, 2022**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Chairperson | Andy McGinnis

Board Members | Frank Lindhardt | Kevin Sair | Barratt Nielson | Robin Whitmore

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/87308410004>

if the meeting requests a password use 1234

To call into meeting, dial (253) 215 8782 and use Meeting ID 873 0841 0004

CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL

PUBLIC HEARING

1. Big Plains Water and Sewer Special Service District has filed an application with the USDA Rural Development for financial assistance to develop New Source Water to the Cedar Point system.

CONSENT AGENDA

- [2.](#) Disbursement Listing--3.01.2022-3.31.2022
- [3.](#) Budget Report-7.1.21-3.31.22
- [4.](#) Minutes: March 17, 2022
- [5.](#) Minutes: February 17, 2022

WATER SUPERINTENDENT REPORT – Dale Harris

ENGINEERING – Rod Mills

DISCUSSION AND ACTION

6. Big Plains Water and Sewer Special Service District has filed an application with the USDA Rural Development for financial assistance to develop New Source Water to the Cedar Point system.
- [7.](#) Appointment of District Treasurer--Resolution BPW-R-2022-03.
- [8.](#) Purchasing Policy Repeal and Replace.--Resolution BPW-R-2022-04
- [9.](#) Policies and Procedures Amendments.--Resolution BPW-R-2022-05
10. Purchasing policy limits and emergency situations.
Tabled from meeting on March 17, 2022.
11. Expiration date on all will serve letters.
- [12.](#) Jepson Canyon PID water rights purchase and sales agreement (see JPID1 Addendum 2).

13. Water Conservation letter to community and probable implementation of a Water Conservation and Drought Mitigation Plan.
14. Discussion and possible action to add/delete authorized bank account signers for SBSU.

REQUEST FOR A CLOSED SESSION, IF NECESSARY, WILL BE ANNOUNCED FOR EITHER PENDING LEGAL OR PERSONNEL MATTERS

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 and sent to the Spectrum on April 7, 2022, updated April 19, 2022 and April 20, 2022.

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

In compliance with the American with Disabilities Act, individuals needing special accommodations (Including auxiliary communicative aids and services) during this meeting should call 435-877-1190.

Big Plains Water & Sewer Special Service District

Disbursement Listing

Checking - SBSU - 03/01/2022 to 03/31/2022

Item 2.

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Adjust pmt to actual		03/15/2022	\$0.01			JE: 273
Payroll	0311221200	03/11/2022	\$1,575.82			Paycheck
Payroll	0325221200	03/25/2022	\$1,575.82			Paycheck
Galloway & Company	1180	03/11/2022	\$79,953.51			Purchasing
Lambert Duval	1181	03/08/2022	\$264.31			Purchasing
Revco Leasing	1182	03/08/2022	\$151.20			Purchasing
State Bank of Southern Utah	1183	03/10/2022	\$280.35			Purchasing
Galloway & Company	1183	03/21/2022	\$20,485.86			Purchasing
McGinnis, Marshal	1184	03/21/2022	\$88.58			Purchasing
Public Employees Health Program	1185	03/21/2022	\$1,051.96			Purchasing
Scholzen Products Company, Inc.	1186	03/21/2022	\$849.65			Purchasing
State of Utah	1187	03/21/2022	\$25.00			Purchasing
Apple Valley Storage, LLC	AVS030122	03/01/2022	\$95.00			Purchasing
Internal Revenue Service	EFTPS031122	03/11/2022	\$436.74			Payroll
Internal Revenue Service	EFTPS032522	03/25/2022	\$436.74			Payroll
Health Equity	HE030422	03/04/2022	\$2.25			Purchasing
Health Equity	HE031122	03/11/2022	\$156.25			Payroll
Health Equity	HE032522	03/25/2022	\$156.25			Payroll
Public Employees Health Program	PEHP030322	03/03/2022	\$1,051.96			Payroll
Rocky Mountain Power Company	RMP030122	03/01/2022	\$2,029.57			Purchasing
Rocky Mountain Power Company	RMP031522	03/15/2022	\$2,029.57			Purchasing
Superior Technical Solutions	STS030122	03/01/2022	\$175.00			Purchasing
Utah Retirement Systems	URS031122	03/11/2022	\$384.73			Payroll
Utah Retirement Systems	URS032522	03/25/2022	\$384.73			Payroll
USDA Rural Development	USDA031522-1	03/15/2022	\$9,271.00			Purchasing
USDA Rural Development	USDA031522-2	03/15/2022	\$1,268.99			Purchasing
			\$124,180.85		\$0.00	

Big Plains Water & Sewer Special Service District

Item 3.

Operational Budget Report

51 Big Plains Water & Sewer SSD - 07/01/2021 to 03/31/2022

75.00% of the fiscal year has expired

	Prior YTD	Current Month	Current YTD	Annual Budget	Percent Used
Income or Expense					
Income From Operations:					
Operating income					
5140 Water Sales	227,934.72	25,777.11	250,077.76	300,000.00	83.36%
5150 Water Standby Fees	35,432.20	3,479.00	32,309.82	35,000.00	92.31%
5310 Connection Fees	17,072.36	(2,231.90)	5,998.10	20,000.00	29.99%
5410 Late Penalties and Fees	142.06	0.00	0.00	100.00	0.00%
5490 Other Operating Income	14,506.46	0.00	13,572.08	15,000.00	90.48%
Total Operating income	295,087.80	27,024.21	301,957.76	370,100.00	81.59%
Operating expense					
6010 Clerical Contractor Labor	4,090.54	0.00	(5,660.08)	4,000.00	-141.50%
6013 Water Salaries and Wages	36,605.30	4,166.00	41,660.07	50,000.00	83.32%
6014 Water Benefits	18,937.60	3,173.46	30,808.14	28,000.00	110.03%
6016 Admin Benefits	0.00	0.00	4.50	0.00	0.00%
6021 Public Postings	392.40	0.00	0.00	400.00	0.00%
6023 Travel/Fuel	745.20	0.00	0.00	800.00	0.00%
6024 Training	650.00	0.00	0.00	700.00	0.00%
6025 Books/Subscriptions/Memberships	1,337.00	0.00	2,068.00	1,300.00	159.08%
6030 Admin Supplies and Expenses	2,688.26	351.20	3,251.72	4,200.00	77.42%
6032 Postage	345.91	403.82	642.07	500.00	128.41%
6035 Bank Service Charges	246.10	8.00	77.39	600.00	12.90%
6040 Professional Service	822.07	1,060.26	(17,610.15)	65,000.00	-27.09%
6043 Accounting & Audit Fees	5,700.00	0.00	7,300.00	5,800.00	125.86%
6044 Water Testing	4,843.79	0.00	5,134.00	5,200.00	98.73%
6045 Legal Fees	1,033.00	0.00	0.00	1,500.00	0.00%
6050 System Maintenance and Repairs	6,823.23	0.00	(775.80)	7,500.00	-10.34%
6051 System Equipment	10,479.99	1,033.23	4,258.35	15,000.00	28.39%
6052 Well Maintenance and Repairs	0.00	0.00	3.20	0.00	0.00%
6053 Tank Maintenance and Repairs	0.00	0.00	48.85	3,000.00	1.63%
6060 Equipment Maintenance	447.69	(2,070.69)	1,086.74	4,000.00	27.17%
6061 Equipment Fuel	1,443.87	436.81	2,132.71	2,100.00	101.56%
6067 Utilities	13,533.29	2,029.57	18,874.49	15,200.00	124.17%
6068 Telephone & Internet	151.50	0.00	0.00	200.00	0.00%
6070 Insurance	5,910.04	0.00	2,890.08	6,000.00	48.17%
6095 Depreciation Expense	101,298.15	11,255.35	101,298.15	132,900.00	76.22%
Total Operating expense	218,524.93	21,847.01	197,492.43	353,900.00	55.80%
Total Income From Operations:	76,562.87	5,177.20	104,465.33	16,200.00	644.85%
Non-Operating Items:					
Non-operating income					
5510 Grants	403,058.44	0.00	0.00	0.00	0.00%
5520 Impact Fees	59,024.00	96,000.00	135,976.00	75,000.00	181.30%
5610 Interest Income	150.99	58.63	287.16	2,700.00	10.64%
5690 Sundry Revenue	56.00	0.00	0.00	100.00	0.00%
Total Non-operating income	462,289.43	96,058.63	136,263.16	77,800.00	175.15%
Non-operating expense					
6080 Interest Expense	72,772.16	7,222.04	68,538.64	94,000.00	72.91%
Total Non-operating expense	72,772.16	7,222.04	68,538.64	94,000.00	72.91%
Total Non-Operating Items:	389,517.27	88,836.59	67,724.52	(16,200.00)	-418.05%
Total Income or Expense	466,080.14	94,013.79	172,189.85	0.00	0.00%



**BIG PLAINS WATER AND SEWER SPECIAL SERVICE
DISTRICT MEETING
BOARD OF DIRECTORS, REGULAR MEETING
1777 N Meadowlark Dr, Apple Valley
Thursday, March 17, 2022 at 6:00 PM**

MINUTES

Chairperson | Andy McGinnis

Board Members | Harold Merritt | Ross Gregerson | Kevin Sair | Barratt Nielson | Robin Whitmore | Mason Walters

Clerk-Recorder | Jenna Vizcardo

CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL

Andy called the meeting to order at 6:02pm.

PRESENT

Chair Board Member Andy McGinnis

Board Member Ross Gregerson

Board Member Harold Merritt

Board Member Kevin Sair

Board Member Robin Whitmore

Board Member Barratt Nielson

ABSENT

Mayor | Board Member Mason Walters

CONSENT AGENDA

1. Disbursement Listing--01.01.2022-2.28.2022

Board member Merritt Voted, Seconded by Board Member Sair.

Voting Yea: Chair Board Member McGinnis, Board Member Gregerson, Board Member Merritt, Board Member Sair, Board Member Whitmore, Board Member Nielson

Motion 6-0. Motion carries.

2. Financial Statements--07.01.21-02.28.22

Motion made by Board Member Gregerson, Seconded by Board Member Sair.

Voting Yea: Chair Board Member McGinnis, Board Member Gregerson, Board Member Merritt, Board Member Sair, Board Member Whitmore, Board Member Nielson

Motion 6-0. Motion carries.

APPROVAL OF MINUTES

3. Minutes: January 6, 2022

Motion made by Board Member Sair, Seconded by Board Member Whitmore.

Voting Yea: Chair Board Member McGinnis, Board Member Merritt, Board Member Sair, Board Member Whitmore, Board Member Nielson

Voting Abstaining: Board Member Gregerson

Motion 5-0, 1 abstaining. Motion carries.

4. Minutes: January 27, 2022

Motion made by Board Member Merritt, Seconded by Board Member Sair.

Voting Yea: Chair Board Member McGinnis, Board Member Merritt, Board Member Sair, Board Member Whitmore, Board Member Nielson

Voting Abstaining: Board Member Gregerson

Motion 5-0, 1 abstaining. Motion carries.

DISCUSSION AND ACTION

5. Discussion and possible action on purchasing policy limits and emergency situations.--Resolution BPW-R-2022-03.

Table to next meeting

Motion made by Board Member Merritt, Seconded by Board Member Gregerson.

Voting Yea: Chair Board Member McGinnis, Board Member Gregerson, Board Member Merritt, Board Member Sair, Board Member Whitmore, Board Member Nielson

Motion 6-0. Motion carries.

6. Discussion and possible action on approval of the engineering for Cedar Point Pipeline for the USDA.

Andy probably just discussion just for now. Engineering for Cedar Point Pipeline approved by the board so the USDA can approve accordingly.

Merritt comments may have to hold special meeting and mentions the renaming to Cedar Point Pipeline.

Kevin asks about the timeline.

Table to next meeting or special meeting

Motion made by Board Member Sair, Seconded by Board Member Gregerson.

Voting Yea: Chair Board Member McGinnis, Board Member Gregerson, Board Member Merritt, Board Member Sair, Board Member Whitmore, Board Member Nielson

Motion 6-0. Motion carries.

7. Discussion and possible action on bids for the Canaan Springs exclusion fencing.

Table to next meeting

Dale Harris-Water Superintendent mentions about getting in touch with contact.

Motion made by Board Member Whitmore, Seconded by Board Member Sair.

Voting Yea: Chair Board Member McGinnis, Board Member Gregerson, Board Member Merritt, Board Member Sair, Board Member Whitmore, Board Member Nielson

Motion 6-0. Motion carries.

8. Discussion and possible action on repairs to AV1 soft start system.

Dale Harris the availability is as soon as we let them know we are ready they delivery time is 10 days and then up in running in 10 days.

Kevin for record what does this do?

Dale Harris will give read out of drawn down of Wells and enable two wells to talk to the tanks. What soft start will do enable to only use power that it is needing. Save on power bills, save on wear and tear and most importantly it will get us back to being automated.

Gregerson asks about the solar system and conversation took place about different projects.
Discussion about the timing and fire season.

Sair asked about the cost and the response was about \$10,000.

Motion made by Board Member Sair, Seconded by Board Member Gregerson.

Voting Yea: Chair Board Member McGinnis, Board Member Gregerson, Board Member Merritt, Board Member Sair, Board Member Whitmore, Board Member Nielson

Motion 6-0. Motion carries.

9. Discussion and possible action on setting aside funds for a truck with a utility bed for the Water Superintendent.

Andy reviews after mentioning that mechanic has reviewed and said the truck is on it's last leg some current pricing and recommends start putting funds for future purchase.

Ross Gregerson mentions about TNT auctioning that other government entities use possible auction in April.

No further discussion.

Motion made by Board Member Sair, Seconded by Board Member Whitmore.

Voting Yea: Chair Board Member McGinnis, Board Member Gregerson, Board Member Merritt, Board Member Sair, Board Member Whitmore, Board Member Nielson

Motion 6-0. Motion carries.

10. Discussion and possible action on Big Plains SSD protest submission and the upcoming public hearing involving Hurricane Municipals water rights in our area.

Hurricane municipality submitted a change request in our district boundaries by our cinder knoll and protest submitted and State has state up PH meeting for March 30 by Zoom.

Conversation took place about the specifics of that meeting.

Motion to accept

Motion made by Board Member Sair, Seconded by Board Member Gregerson.

Voting Yea: Chair Board Member McGinnis, Board Member Gregerson, Board Member Merritt, Board Member Sair, Board Member Whitmore, Board Member Nielson

Motion 6-0. Motion carries.

11. Discussion and possible action on Kevin Sair as temporary authorized signer for Big Plains SSD as Mayor pro temp.

Motion made by Board Member Whitmore, Seconded by Board Member Gregerson.

Voting Yea: Chair Board Member McGinnis, Board Member Gregerson, Board Member Merritt, Board Member Sair, Board Member Whitmore, Board Member Nielson

Motion 6-0. Motion carries.

REQUEST FOR A CLOSED SESSION

None

ADJOURNMENT

Adjourned 6:39pm

Motion made by Board Member Whitmore, Seconded by Board Member Gregerson.

Voting Yea: Chair Board Member McGinnis, Board Member Gregerson, Board Member Merritt, Board Member Sair, Board Member Whitmore, Board Member Nielson

Motion 6-0. Motion carries.

Date Approved: _____

Approved By: _____

Chairperson | Andy McGinnis

Attest By: _____

Clerk-Recorder | Jenna Vizcardo



**BIG PLAINS WATER AND SEWER SPECIAL SERVICE
DISTRICT MEETING
BOARD OF DIRECTORS, REGULAR MEETING
1777 N Meadowlark Dr, Apple Valley
Thursday, February 17, 2022 at 6:30 PM**

MINUTES

Chairperson | Andy McGinnis

Board Members | Mason Walters | Kevin Sair | Robin Whitmore | Barratt Nielson | Harold Merritt | Ross Gregerson

PRESENT

Mayor Mason Walters
Chair Board Member Andy McGinnis
Board Member Kevin Sair
Board Member Robin Whitmore
Board Member Barratt Nielson
Board Member Harold Merritt
Board Member Ross Gregerson

Clerk-Recorder | Jenna Vizcardo

CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL

WATER SUPERINTENDENT REPORT – Dale Harris

Dale Harris makes comment: Most important thing Rod and I actively building treatment for well 59. Summer-need people to be cautious with the water. Water consciences this summer.

2-3 weeks of PCI getting into Canaan.

Has water report and public ally the Canaan line is the holy savior for what is going on in Cedar Point. We are under sourced in Cedar Point. Discussed valves.

No bulk water this summer in Cedar Point.

Conversation about well 59.

Board members asks questions.

DISCUSSION AND POSSIBLE ACTION

1. DISCUSSION AND POSSIBLE ACTION AMENDING SECTION 1.41 THROUGH 1.4.6 OF POLICY AND PROCEDURES

1.43 review and approval with District superintendent with the changes in 1.14.1 final review and approval by district engineer and board.

Motion made by Mayor Walters, Seconded by Chair Board Member Merritt

Voting Yea: Mayor Walters, Chair Board Member McGinnis, Board Member Sair, Board Member Whitmore, Board Member Nielson, Board Member Ross Gregerson, Board Member Harold Merritt

Motion 7-0. Motion carries.

-
2. DISCUSSION AND POSSIBLE ACTION ACCEPTING TOWNS JOINT RESOLUTION WITH ASH CREEK SSD ASSUMING ADMINISTRATION AND CONTROL OF WASTE WATER/SEWER SERVICES FOR THE TOWN OF APPLE VALLEY

Motion made by Board Member Sair, Seconded by Board Member Whitmore.

Voting Yea: Mayor Walters, Chair Board Member McGinnis, Board Member Sair, Board Member Whitmore, Board Member Nielson, Board Member Ross Gregerson, Board Member Harold Merritt

Motion 7-0. Motion carries.

-
3. DISCUSSION AND POSSIBLE ACTION ACCEPTING RUESCH AND REEVE UPDATED FEE AGREEMENT FOR LEGAL SERVICES

Motion made by Harrold Merritt, Seconded by Mayor Walters.

Voting Yea: Mayor Walters, Chair Board Member McGinnis, Board Member Sair, Board Member Whitmore, Board Member Nielson, Board Member Ross Gregerson, Board Member Harold Merritt

Motion 7-0. Motion carries.

-
4. Application for Mike Farrar to appear before the Board for 8 homes.

Motion to approve

Motion made by Board Member Sair, Seconded by Board Member Whitmore.

Voting Yea: Mayor Walters, Chair Board Member McGinnis, Board Member Sair, Board Member Whitmore, Board Member Nielson, Board Member Ross Gregerson, Board Member Harold Merritt

Motion 7-0. Motion carries.

REQUEST FOR A CLOSED SESSION-None.

ADJOURNMENT

Adjourn 10:00 pm

Motion made by Board Member Sair, Seconded by Board Member Whitmore.

Voting Yea: Mayor Walters, Chair Board Member McGinnis, Board Member Sair, Board Member Whitmore, Board Member Nielson, Board Member Ross Gregerson, Board Member Harold Merritt

Date Approved: _____

Approved By: _____

Chairperson | Andy McGinnis

Attest By: _____

Clerk-Recorder | Jenna Vizcardo

DRAFT

BIG PLAINS WATER AND SEWER SSD
RESOLUTION NO. BPW-R-2022-03
APPOINTMENT OF DISTRICT TREASURER

WHEREAS, Big Plains Water and Sewer is a Utah Special Service District; and

WHEREAS, the Board of Trustees is required to appoint a qualified person to the office of District Treasurer pursuant to Utah Code Annotated § 17B-1-633(1)(b); and

WHEREAS, Board of Trustees has determined that _____ is a qualified person to be appointed to the Office of District Treasurer.

NOW, THEREFORE, IT IS RESOLVED by the Big Plains Water and Sewer Special Service District that _____ is hereby appointed to the District Treasurer.

PASSED this 21st day of April 2022

BIG PLAINS WATER AND SEWER SSD

Chairman Andy McGinnis

Chairman Andy McGinnis voted _____
Board Member Ross Gregerson voted _____
Board Member Harold Merritt voted _____
Board Member _____ voted _____

ATTEST:

Jenna Vizcardo
Clerk

BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT

RESOLUTION NO. BPW-R-2022-04

PURCHASING POLICY REPEAL AND REPLACE

WHEREAS, Big Plains Water and Sewer Special Service District is a Utah Special Service District; and

WHEREAS, the Big Plains Water and Sewer Special Service District ("District") has adopted a Purchasing Policy; and

WHEREAS, the District Board deems it necessary and appropriate that such Purchasing Policy be amended; and

WHEREAS, the District Board desires to amend by repealing and replacing the existing policy;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the District that the Purchasing Policy is hereby repealed and replaced as attached hereto.

PASSED this 21st day of April, 2022.

BIG PLAINS WATER AND SEWER SSD

Chairman Andy McGinnis

ATTEST:

Jenna Vizcardo
Clerk

Chairman Andy McGinnis voted _____
Board Member Ross Gregerson voted _____
Board Member Harold Merritt voted _____
Board Member Frank Lindhardt voted _____
Board Member Kevin Sair voted _____
Board Member Barratt Nielson voted _____
Board Member Robin Whitmore voted _____

**BIG PLAINS WATER AND SEWER
SPECIAL SERVICE DISTRICT
PURCHASING POLICY**

Adopted by Resolution No. R-2022-

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DISTRICT OF APPLE VALLEY PURCHASING POLICY AND PROCEDURES

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:
 - 1. A commercial office, store, distribution center or other place of business located within the 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;

4. Quality, availability and adaptability of the supplies or contractual services to the particular use 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 Processes

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.

1. Required documentation. All competitive bids shall have the following minimum documentation:
 - a. A notice inviting bids;
 - b. Specifications; and
 - c. Instructions to bidders.
2. At a minimum the notice inviting bids shall consist of the following:
 - a. A general description of the goods and/or services being solicited;
 - b. A physical and/or electronic location where interested parties may access a complete set of bid documents; and
 - c. The time and date when complete bids are due and the location where complete bids are to be submitted.
3. 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.
4. 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:
 - a. Bonding and insurance requirements;

- b. The process bidders shall use to ask questions during the bid process;
- c. Site visits;
- d. Necessary licensure requirements;
- e. Due dates and location for submitting bids;
- f. Page limits and format of the bid;
- g. Delivery terms and/or completion deadlines;
- h. The award of bid being contingent on successful negotiation of an agreement with the District; and
- i. The District's right to waive certain matters and/or reject any and all informalities.

5. The notice inviting bids shall be published as per the requirements contained in II(C).

6. The following minimum standards shall apply to all bids:
- a. Only bids submitted in conformance with the bid documents shall be considered;
 - b. Bids shall be opened in public on the date and at the time and place stated in the public notice; and
 - c. 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.

7. Bids shall be awarded or rejected pursuant to the provisions set forth in section V.

B. Request for proposals (RFPs).

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.

1. Required documentation. All RFPs shall have the following minimum documentation:
 - a. A notice inviting proposals;
 - b. A request for proposals; and
 - c. Instructions to responders.
2. At a minimum the notice inviting proposals shall consist of the following:
 - a. A general description of the goods and/or services being solicited;
 - b. A physical and/or electronic location where interested parties may access a complete RFP; and

- c. The time and date when complete proposals are due and the location where complete proposals are to be submitted.
- 3. The minimum RFP requirements shall include a description of the goods and/or services being solicited in enough detail so that a reasonable responder can formulate a proposal.
- 4. 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:
 - a. Bonding and insurance requirements;
 - b. The process responders shall use to ask questions during the proposal process;
 - c. Site visits;
 - d. Necessary licensure requirements;
 - e. Due dates and location for submitting proposals;
 - f. Page limits and format of the bid;
 - g. Delivery terms and/or completion deadlines;
 - h. The award of proposal being contingent on successful negotiation of an agreement with the District; and
 - i. The District's right to waive certain matters and/or reject any and all informalities.
- 5. The notice inviting proposals shall be published as per the requirements contained in II(C).
- 6. The following minimum standards shall apply to all proposal reviews:
 - a. Only proposals submitted in conformance with the RFP documents shall be considered;
 - b. Proposals shall be evaluated on the basis of compliance with the notice requesting proposals; and
 - c. 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.
- 7. Revisions to submitted proposals
 - a. Revisions of proposals may be permitted after submission, and prior to selection, for the purpose of obtaining the best and final offers.
 - b. 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.

- c. Responders who submit responsible proposals shall be accorded fair and equal treatment with respect to opportunities for discussion and revisions of proposals.
 - d. During discussions, information derived from submitted proposals shall not be disclosed to competing responders.
 - 8. Proposals shall be awarded or rejected pursuant to the provisions set forth in 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.

SECTION III. Criteria for Using Procurement Processes

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 quotes.
2. When practical, the competitive bid process as outlined in section II(A) is encouraged.
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).

SECTION IV. Exceptions to the Procurement Processes.

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.

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.

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

Real or personal property shall be exchanged between the District and any public agency by mutual agreement of all agencies involved.

E. Agreements with other agencies

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

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

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

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

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

1. 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.
2. All proposals required by the procurement criteria outlined in section III of this policy shall be awarded by the District Board after considering cost benefit, staff recommendations and the criteria outlined in the RFP.
3. With the District Purchasing Agent's authorization, and upon notification being provided to the District Board, the District Purchasing Agent shall have the authority to award bids between \$15,000 and \$50,000 when all of the following conditions are met:
 - a. The award is granted to the lowest bidder or the lowest local bidder under the local bidder preference in section V(E). When the lowest bidder or the lowest local bidder may not be a responsible bidder, the authority to award the bid shall revert to the District Board, and
 - b. The award is for purchases approved as part of the District's annual budget.
4. The District Purchasing Agent shall have the authority to award bids and proposals under \$15,000 when all the following conditions are met:
 - a. The award is granted to the lowest bidder or the lowest local bidder under the local bidder preference in section V(E). When the lowest bidder or the lowest local bidder may not be a responsible bidder, the authority to award the bid shall revert to the District Board, and
 - b. The award is for purchases approved as part of the District's annual budget.

B. Rejection of all bids or proposals

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

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

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

1. 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 seventy-two 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 donations, and in fact, should not accept donations for projects that have not received approval from the District Board.

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;
2. All donor instructions and restrictions governing the donation; and
3. 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 all of the cash has been received.

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 amount of contracts and for blanket purchase orders to reduce paperwork and

authorization time 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.

5. The District Purchasing Agent or his or her designee may authorize emergency purchases of materials or services.
6. 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.
7. 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.
8. Use of the District's credit card after obtaining a preauthorized purchase order.
9. Purchases under \$1,000.

SECTION VIII. Change Orders

The District recognizes that change orders are a normal component of the procurement process. This 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.

A. Disposal of personal 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 published one 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 meeting room at District Hall and park facilities. 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 supplies or 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 AND SEWER SPECIAL SERVICE DISTRICT

RESOLUTION NO. BPW-R-2022-05

A RESOLUTION AMENDING THE POLICY AND PROCEDURES MANUAL POLICY

WHEREAS, the Big Plains Water and Sewer Special Service District ("District") has adopted a policy and procedures manual; and

WHEREAS, the District Board deems it necessary and appropriate that such Policy and Procedures Manual be amended; and

WHEREAS, at a meeting of the District, duly called, noticed and held on the 21st day of April, 2022, and upon motion duly made and seconded:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the District that the Policy and Procedures Manual is hereby amended to reflect the changes and additions contained in the Policy and Procedures Manual, Section 1.1.5, 1.1.6, 1.2.2, 1.4.3, 1.5, 1.5.1, 2.3-2.4, 3.2.5, 3.2.7, 3.2.9, 3.2.10, 3.3.2, 8.1, 9.1, 11.4, 12.1.1, 12.1.1.1, 12.1.2.1-12.1.2.3, 12.1.3.1, 12.1.3.2, 12.1.4, 12.2.1, 12.3.1.1-12.3.1.2, 12.3.2, Appendix A-1 Schedule of Water Rates, Fees, and Charges, which is attached hereto.

PASSED this 21st day of April, 2022.

BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT

Chairman Andy McGinnis

Chairman Andy McGinnis voted _____

Board Member Ross Gregerson voted _____

Board Member Harold Merritt voted _____

Board Member Frank Lindhardt voted _____

Board Member Kevin Sair voted _____

Board Member Barratt Nielson voted _____

Board Member Robin Whitmore voted _____

ATTEST:

Jenna Vizcardo
Clerk

Big Plains Water and Sewer Special Service District

POLICIES AND PROCEDURES FOR RETAIL WATER SERVICE

MISSION STATEMENT

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

<u>EFFECTIVE DATE</u>	<u>February 17, 2022</u>
<u>REVISIONS</u>	<u>November 1, 2017</u> <u>January 17, 2018</u> <u>May 16, 2018</u> <u>June 6, 2018</u> <u>August 2, 2018</u> <u>October 4, 2018</u> <u>November 1, 2018</u> <u>January 3, 2019</u> <u>June 6, 2019</u> <u>April 2, 2020</u> <u>February 17, 2022</u>

~~Effective as of November 1, 2017~~

~~Updated January 17, 2018~~

~~Updated May 16, 2018~~

~~Updated June 6, 2018~~

~~Updated August 2, 2018~~

~~Updated October 4, 2018~~

~~Updated November 1, 2018~~

~~Updated January 3, 2019~~

~~Updated June 6, 2019~~

~~Updated~~

~~April 2, 2020~~

Big Plains Water and Sewer Special Service District

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CHAPTER 1

1.0 APPLICATION FOR WATER SERVICE

1.1 NEW CONNECTIONS FOR WATER SERVICE

- 1.1.1 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 water right fee. 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. If providing service by the District requires a mainline extension the applicant will follow the procedures starting with section 1.4 entitled "Procedures for Obtaining Water and Sewer Services for Development Projects".
- 1.1.2 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.
- 1.1.3 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 paragraph 1.1.1.
- 1.1.4 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:
 - 1.1.4.1 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.

- 1.1.4.2 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 \$500.00 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.

- 1.1.4.3 Convey to the District, in a form and 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 shall be determined on a case-by-case basis. The conveyance to the District and the District's obligation to service the applicant is conditioned upon approval by the State Engineer of a change application filed by the District to change the nature and place of use and the point of diversion of 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. In the event that the applicant is unable to convey all or a portion of the above required right, applicant may purchase from the District, if available, that quantity of water needed to meet this requirement at a price per acre foot to be determined by the District from time to time based on current fair market value and administrative costs. Water rights purchased from the District shall not require further approval by the State Engineer.

- 1.1.4.4 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 finance charge, applied monthly to all delinquent accounts.
- 1.1.4.5 Abide by and obey all rules and regulations then in effect and thereafter adopted by the District.
- 1.1.4.6 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

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.

1.1.4.7 Pay any interest, collection charge, and restoration fee set forth in these Rules and Regulations.

1.1.4.8 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.

1.1.4.9 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.

1.1.4.10 Acknowledge that the District has the right to inspect a customer's plumbing for possible cross-connections or other hazards to the District's water system.

1.1.4.11 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.

1.1.4.12 Identify a relative by name and address, not living with the applicant.

1.1.4.13 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.

1.1.4.14 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 replacement or repair.

1.1.5 ~~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 or payment in lieu thereof pursuant to paragraph 1.1.3.2 above, 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. 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.~~

1.1.56 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 or payment in lieu thereof pursuant to paragraph 1.1.3.2 above, 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.

1.2 TRANSFER OF AN EXISTING CONNECTION TO A NEW APPLICANT

- 1.2.1 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.
- 1.2.2 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 ~~five (5)~~ 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.
 - 1.2.2.1 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.

1.3 TEMPORARY RETAIL CONNECTIONS

- 1.3.1 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.
- 1.3.2 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.
- 1.3.3 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.
- 1.3.4 The water rates for temporary retail service shall be the District's retail rate plus ten percent. In addition, the applicant shall pay a \$25.00 connection fee.

1.4 PROCEDURES FOR OBTAINING WATER AND SEWER SERVICE FOR DEVELOPMENT PROJECTS

- 1.4.1 ~~Developer will provide District Engineer with an electronic or reproducible of the preliminary plat or site plan which shall include the following data. Prior to zone change or preliminary plat:~~
- 1.4.1.1 ~~The Developer will meet with the Water Superintendent to discuss available services. If none are available, options to obtain services will be discussed. Lot location and dimensions, including existing and proposed contours.~~
 - 1.4.1.2 ~~Location of existing utilities: gas, electric, telephone, storm drains, sewer and water lines. A letter with results will be given to the Developer to provide to the Town of Apple Valley Planning and Zoning Board.~~
 - 1.4.1.3 ~~Location of proposed buildings, including all floor elevations and preliminary plumbing plans of buildings.~~
 - 1.4.1.4 ~~Location of other proposed improvements and of proposed utilities.~~
 - 1.4.1.5 ~~Vertical dimensions related to a bench mark or adjacent to the project, and to USGS datum.~~
 - 1.4.1.6 ~~Deposit with the District the fee for preliminary engineering.~~
- 1.4.2 ~~District Engineer will prepare a preliminary design of water and sewer system extensions and a service availability report for review by the District. Prepares construction cost estimates, schedule of easement document preparation fees, schedule of engineering fees, schedule of construction deposits and the Water and Sewer Extension Agreements. Following approval of the preliminary plat:~~
- 1.4.2.1 ~~The Developer's engineer will provide proposed construction plans as per District Design Standard to the Apple Valley Joint Utilities Commission (JUC) committee, to a District representative.~~
 - 1.4.2.2 ~~The District Engineer will then review, redline and return plans at the next JUC meeting to the Developers. The Developers engineer will make the requested corrections on the Master set of construction plans.~~
 - 1.4.2.3 ~~The Developer will provide a set of the final completed master construction plans for a final review by the District Engineer or District Staff.~~
 - 1.4.2.4 ~~If plans are approved, the District representative will sign-off on the master set of construction plans.~~
- 1.4.3 ~~District Board will approve preliminary design and services availability report. Notifies the Board of Health and the Developer that the District will supply sanitary sewer and water service to the project or notifies the developer that such services is not available. A Pre-Construction meeting will then be held by the Apple Valley Public Works Director. Contractor shall provide a copy of his Utah State License, evidence of the Contractor's insurance and if proof of bonding, is if needed 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 and in place, work will be cleared to start by him. The contractor may then start construction and arrange all required inspections with the District Inspector as construction proceeds and finishes.~~
- 1.4.4 ~~District Board will notify Developer of the amount of Engineering fees, based upon 8% of the Districts Engineer's Construction Cost Estimate, and the Amount of the deposits for manholes, valves, fire hydrants and compaction tests, and transmits 3 copies of the Water and Sewer Extension Agreement form to the Developer. 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.

- 1.4.5 ~~Developer signs all three (3) copies of the Sewer and Water Extension Agreement and forwards these copies, along with a check payable to the District for the Engineering Fees (less applicable fees for preliminary engineering) and the Construction Deposits for Manholes, valves, fire hydrants and compaction tests, to the District. Upon completion, the Developer is to provide a one (1) year warranty and a 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.~~
- 1.4.6 ~~District Manager transmits one executed copy of the Water and Sewer 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.~~
- ~~1.4.7 Developer provides District Engineer with an electronic or reproduction of the final approved plat or site plan.~~
- ~~1.4.8 District Engineer prepares final Drawings, Specifications, and Bid Schedules for sewer and water extensions.~~
- ~~1.4.9 Developer stakes all front lot corners (and back lot corners, if required) in subdivisions, and building corners and site boundaries in planned unit developments, apartments, churches, condominiums, and/or government or commercial developments, prior to notifying District Engineer of the need for staking of the sewer and water mains.~~
- ~~1.4.10 Developer receives bids and awards the Contract to a Contractor qualified by the District to do work in the District, and provides the following to the District:~~
 - ~~1.4.10.1 A copy of the developer's agreement with the contractor.~~
 - ~~1.4.10.2 A copy of the contractor's license and insurance policy indicating the SSD is covered as "additional Insured" on the policy~~
 - ~~1.4.10.3 A copy of an encroachment and maintenance surety bond. The amount and duration of such bonds shall be determined by the District Engineer based on the scope and exposure of the policy.~~
 - ~~1.4.10.4 Easements for all district owned sewer and water lines not located in dedicated roads or Utah Department of Transportation right of ways.~~
- ~~1.4.11 District Engineer reviews Easement legal descriptions, provided by Developer, for general accuracy, and edits working, as deemed necessary, to assist in making the intent clear. Forwards these descriptions, together with a sketch showing the area being described, as well as transmittal cover sheet, to the District.~~
- ~~1.4.12 Developer reviews plans and specifications and reconciles any problems with District Engineer. Requests scheduling with District Engineer for preconstruction meeting.~~
- ~~1.4.13 District Manager holds pre-construction meeting with District to establish construction schedules and establish lines of responsibility and Inspector communication for successfully conducting and inspecting the work.~~
- ~~1.4.14 District Engineer stakes sewer and water mains upon developer's readiness and upon receipt of at least 72 hours' notice to do so from the Developer.~~
- ~~1.4.15 District Engineer provides the District Inspector and the Contractor with cut sheets for sewer and water mains prior to construction.~~

~~1.4.16 District Inspector makes visits to the site to observe the Contractor's work and to endeavor to guard the District against deficiencies in the work.~~

~~1.4.17 District Inspector on satisfactory completion of the underground work, indicates he has inspected the work on behalf of the District.~~

~~1.4.18 District Inspector on satisfactory completion of the Surface work, indicates to the Developer and the District that the work is complete, and recommends that the District return to the Developer the Construction Deposits for manholes, valves, fire hydrants and compaction tests.~~

~~1.4.19 District will return the Construction deposits for manholes, valves, fire hydrants and compaction tests, to the Developer, after confirming that all required easements have been obtained, all fees paid and all phases of the sewer and water extension work are complete.~~

~~1.4.20 District Engineer prepares as-built drawings.~~

1.5 PROCEDURES FOR OTHER WORK ON WATER SYSTEM

1.5.1 Prior to any work performed on the water system, all procedures in Section 1.4 must be followed. ~~not covered under section 1.4,~~ the contractor will provide the District Engineer and the District Inspector the ~~following data, as deemed necessary by the District Engineer or Inspector based on~~ the scope of the project.

~~1.5.1.1 Lot location and dimensions, including existing and proposed contours.~~

~~1.5.1.2 Location of existing utilities: gas, electric, telephone, storm drains, sewer and water lines.~~

~~1.5.1.3 Location of proposed building, including all floor elevations and preliminary plumbing plans of buildings.~~

~~1.5.1.4 Location of other proposed improvements and of proposed utilities.~~

~~1.5.1.5 Vertical dimensions related to bench mark or adjacent to the project, and to USGS datum.~~

~~1.5.1.6 Deposit with the District the fee for preliminary engineering.~~

1.5.2 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.

1.5.3 District Engineer or Inspector will provide the contractor written authorization to perform work as outlined in the proposal.

1.5.4 District Inspector makes visits to the site to observe the Contractor's work and to guard the District against deficiencies in the work.

CHAPTER 2

2.0 TERMINATION OF SERVICE

- 2.1 When termination of service is desired, the water user shall notify the District and request the preparation of a final bill.
- 2.2 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.
 - 2.2.1 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 forwarding address to refund any remaining deposit. Deposits not refunded or claimed after one year shall be forwarded to the State of Utah.
- 2.3 ~~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 the interest at a current rate as approved by the Board of Trustees are paid.—Move to 1.1.5~~
- 2.43 The District may, for just cause and after due notice and an opportunity to be heard before the General Manager, terminate the water service of any customer.
- 2.54 If any building permit has been revoked by the Town of Apple Valley, the District will terminate service and remove the water meter.

CHAPTER 3

3.0 BILLING AND PAYMENT OF BILLS

3.1 METER READING

- 3.1.1 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.
- 3.1.2 Large water users, such as apartment complexes and some types of businesses, shall have their meters read every month.
- 3.1.3 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.
- 3.1.4 Except as set forth in Subsection 3.1.2, 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 over-charge or under-charge resulting from estimating water usage shall be equalized when the meter is next read and a billing thereon issued.
- 3.1.5 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.

3.2 PAYMENT OF BILLS

- 3.2.1 A bill shall be due and payable by the last day of the month the statement is prepared.
- 3.2.2 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.
- 3.2.3 A bill which remains unpaid for more than 30 days after the statement due date shall be sufficient grounds for termination of the water service.
- 3.2.4 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 after mailing); otherwise, the water service will be terminated.
 - 3.2.4.1 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.

3.2.4.2 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.

3.2.4.3 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 second workday. 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.

3.2.5 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's Staff may approve up to a 3-month payment plans for accounts with an outstanding balance less than \$500.00 ~~1,000.00~~. Any plan for a balance greater than \$500.00 ~~1,000.00~~ may ~~must~~ be approved by the District Board. Any scheduled payment not made when due will result in ~~immediate termination~~ immediate termination of service ~~without notice, in which case~~ without notice, in which case all outstanding amounts must be paid in full before service is restored.

3.2.6 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.

3.2.7 If a customer issues any check, ~~draft~~, money order, or other instrument for payment of his¹ water bill which is not honored upon presentment or which was returned to the District unpaid for any reason, the District may elect to pursue, without waiving any other remedy, claim, or cause of 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 that event, service shall be terminated without further notice.

3.2.8 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

¹ The male pronouns "he," "him," "his," and "himself," when used in the Bylaws and in the District's Policy Manual, include the corresponding female pronouns.

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.

- 3.2.9 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 ~~(a \$1.00 convenience fee will be charged for each transaction made through the third party).~~

3.2.10 Security Deposits

- 3.2.10.1 —A security deposit of \$100.00 will be charged to all ~~commercial customers who rent/lease the premises where water service is to be provided.~~ 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 time period.

- 3.2.10.2 _____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.

3.2.11 Payment of Standby Fees

- 3.2.11.1 The water district utilizes Standby Fees to maintain connections to be available to existing system customers where water system expansion is not required. 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.
- 3.2.11.2 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.

3.3 DISPUTED BILLS

Disputed Customer Billing:

- 3.3.1 If a customer believes that a bill is incorrect, the billing may be protested in writing or by calling the office. Staff will fill out a customer billing protest form.
- 3.3.2 All protests shall be made within 2015 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 and Agreement."
- 3.3.3 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 15 days after the statement date of the new bill. In the event that said charges are not paid, the water service may be terminated as provided in sections 3.2.4 et seq.

3.3.4 Late fees shall not be charged from the time the customer notifies the District of the dispute and 5 days after the time the staff~~Sup~~ makes a determination about classification.

3.3.54 In the event that a dispute remains unresolved in excess of 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.

Procedures for Investigating Customer Billing:

~~3.3.65~~ The Accounts Receivable Clerk will schedule a time with the Water Superintendent to manually read the meter. The Water Superintendent will manually read the meter.

~~3.3.76~~ The Water Superintendent will then make the 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.

~~3.3.87~~ Billing classified by the water superintendent as water used by the customer will result in the Accounts Receivable clerk reversing actions in section 3.3.3 and ensuring the customer's account accurately reflects the usage, unless the customer elects to appeal the Water Superintendents decision to the Big Plains Water District Board as outline in section (3.3.10).

~~3.3.98~~ Billing classified as a water leak can be recalculated to reflect the usage of the same month in the last year.

3.3.109 Billing classified as a meter reading error shall be corrected to accurately reflect water usage.

~~3.3.101~~ 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 3.3.6) to the Big Plains Water District Board.

CHAPTER 4

4.0 RATES, CHARGES, AND FEES

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 AppendixA1.

CHAPTER 5

5.0 SERVICE CONNECTIONS

- 5.1 To the extent practicable, each residential service connection shall supply only one single family dwelling unit.
- 5.2 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. The meter, as part of the service connection, shall be repaired or replaced by the District, unless it becomes damaged or inoperable due to intentional damage by the customer. The District shall 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.

- 5.9 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 satisfy the requirements of these rules so long as the District is assured that the assembly shall satisfactorily protect the public water system. The assemblies shall be subject to the current 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 be replaced by the customer with a backflow prevention assembly which meets all then current requirements at the time of installation.
- 5.10 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.
- 5.11 **Forfeiture of Connections:**
Upon request, the Board of Trustees may approve the forfeiture of standby or metered connections for extenuating circumstances to be determined by the Board of Trustees. If the Board of Trustees 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 connection, including connection fees, impact fees, standby and usage fees as well as physical water requirements previously transferred to the District.

CHAPTER 6

6.0 MULTIPLE UNITS

- 6.1 The owner of the property shall be liable for payment of all water delivered to the various units.
- 6.2 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.

CHAPTER 7

7.0 FIRE HYDRANTS AND FIRE LINES

- 7.1 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.
- 7.2 Existing hydrants will be inspected, maintained, and replaced as determined by the District.
- 7.3 Use of fire hydrants without permission of the District, except by the Fire Department, is prohibited.
- 7.4 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.
- 7.5 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.
- 7.6 The cost of inspecting and maintaining fire lines and Detector Check Systems shall be billed to the customer according to an approved fee schedule.

CHAPTER 8

8.0 WATER MAIN EXTENSIONS

- 8.1 The District requires main line extensions for all new structures requiring a building permit from 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 Construction Details and Specifications.

_____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 Resident 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 Operations Manager Superintendent with final _____authorization issued by the Water Operations Manager Superintendent.~~

The Cost of Service for main line extension applications and construction are as follows:

Application Processing Fee	\$125
District Plan Review Fee	2% of main line construction cost
District Inspection Fee	2% of main line construction cost

Projects requiring multiple review cycles will be charged the cost of service based on time and materials at the District's published rates.

- 8.2 Any residential or commercial developer must request retail water service by signing an Extension Agreement with the District before installation of water mains, fire hydrants, or other waterworks required by the District.
- 8.3 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.
- 8.2.1 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.
- 8.4 Existing water mains shall be maintained and replaced by the District.
- 8.5 All water main extensions shall become the property of the District, subject to the terms of the Extension Agreement.

CHAPTER 9

9.0 UPGRADING SIZE OF CONNECTIONS

- 9.1 Customers desiring a larger service connection than is presently in place shall be charged the actual cost of up-sizing the connection, ~~less the fair market value of any salvaged materials from the old connection.~~

CHAPTER 10

10.0 ALL OTHER SERVICES

- 10.1 All other services to be rendered by the District shall be negotiated between the customer and District, and shall be approved by the Board of Trustees. Every effort shall be made to ensure that fees charged for services rendered reasonably correspond with costs incurred by the District for such services.

CHAPTER 11

11.0 GENERAL PROVISIONS AND OBLIGATIONS

- 11.1 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.
- 11.2 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.
- 11.3 The District reserves the right at any time, without notice, to shut off or curtail water deliveries 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 from 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.
- 11.4 In the event of scarcity of water, the 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 Board cannot be convened before preventative action is required, the District's ~~General Manager~~ Chairman may issue a proclamation limiting the use of water. Said proclamation shall have full force and effect until such time as the Board shall be able to meet
- 11.5 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.
- 11.6 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.
- 11.7 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.
- 11.8 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.
- 11.9 Tampering with the water system in any way will result in a \$750 fine for the first offense, and \$1500 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 Plains Special Service District.
- 11.10 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.

CHAPTER 12

12.0 CONTROL OF BACKFLOW AND CROSS CONNECTIONS

SECTION 1 CROSS CONNECTION CONTROL---GENERAL POLICY

12.1.1 Purpose of ~~ordinance~~ Policy Ordinance:

- 12.1.1.1 To protect the Public drinking water supply of ~~Big Plains Water & Sewer Special Service~~ the District (~~BPWSSSD~~) 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 requiring a cross connection control protection of all public drinking water systems in the State of 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,
- 12.1.1.2 To promote the reasonable elimination or control of cross connections in the plumbing fixtures and industrial piping system(s) of the consumer, as required by the state regulations and plumbing code to assure water system safety; and,
- 12.1.1.3 To provide for the administration of a continuing program of backflow prevention which will systematically examine risk and effectively prevent contamination or pollution of the drinking water system.

12.1.2 Responsibility: Drinking Water Purveyor

- 12.1.2.1 ~~BPWSSSD~~ The District 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.
- 12.1.2.2 Drinking water system surveys/inspections of the consumer's water distribution system(s) shall be conducted or caused to be conducted by individuals deemed qualified by and representing ~~BPWSSSD~~ the District ~~BPWSSSD~~. Survey records shall indicate compliance with the State of Utah Regulations. All such records will be maintained by ~~BPWSSSD~~ the District. ~~BPWSSSD~~ .
- 12.1.2.3 ~~BPWSSSD~~ The District ~~BPWSSSD~~ 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.
- 12.1.2.4 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.

12.1.3 Responsibility: Consumer

- 12.1.3.1 To comply with this ~~ordinance policy ordinance~~ 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.

- 12.1.3.2 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 ordinance policy. Failure to comply with this ordinance policy shall constitute grounds for discontinuation of water service.

12.1.4 Responsibility: ~~Plumbing Official (Water Superintendent System Operator/Inspector)~~

- 12.1.4.1 The plumbing official'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.
- 12.1.4.2 The plumbing official 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.

12.1.5 Responsibility: Certified Backflow Technician, Surveyor, or Repair Person

- 12.1.5.1 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 purveyor on form approved for such use by the water purveyor 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 the 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 and 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.

12.1.5.2 *Responsibility: Repair of backflow assemblies*

In the case of a 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 purveyor. The installation, replacement or repair of assemblies must be made by a tester having appropriate licensure from the Department of Commerce, Division of Occupational and Professional Licensing, except when the Backflow Technician is an agent of the assembly owner.

SECTION 2. DEFINITIONS

12.2.1 Water Purveyor: The person designated to be in charge of the Water Department of Big Plains Water and Sewer Special Service District (city or water utility), 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 ordinance policy.

12.2.2 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.

12.2.3 Auxiliary Water Supply: Any water supply on or available to the premises other than the purveyor's public water supply will be considered as an auxiliary water supply. These auxiliary waters may include water from another purveyor'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 purveyor does not have authority for sanitary control.

12.2.4 Backflow: The reversal of the normal flow of water caused by either back-pressure or back-siphonage.

12.2.5 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 from any source(s) other than the intended source.

12.2.6 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.

12.2.7 Backflow Prevention Assembly: An assembly or means designed to prevent backflow. Specifications for backflow prevention assemblies are contained within the Plumbing Code, as adopted by the State of Utah and in the Cross-Connection Control Program for Utah maintained by the Division of Drinking Water.

12.2.8 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 create a health hazard.

12.2.9 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.

12.2.10 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.

12.2.11 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 find 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 on 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).

SECTION 3. REQUIREMENTS

12.3.1 Policy:

12.3.1.1 No water service connection to any premises shall be installed or maintained by the Water Purveyor unless the water supply is protected as required by State laws, regulations, codes, and this ~~ordinance policy~~. Service of water to a consumer found to be in violation of this ~~ordinance policy ordinance~~ shall be discontinued by the water purveyor after due process of written notification of violation and an appropriate time for voluntary compliance, if:

- a. A backflow prevention assembly required by this ~~ordinance policy ordinance~~ for the control of backflow and cross connections is not installed, tested, and maintained, or
- b. If it is found that a backflow prevention assembly has been removed or by-passed, or
- c. If an unprotected cross connection exists on the premises, or
- d. If the periodic system survey has not been conducted.

Service will not be restored until such conditions or defects are corrected.

12.3.1.2 The customer's system(s) shall be open for inspection at all reasonable times to authorized representatives of the water purveyor to determine whether cross connections or other structural or sanitary hazards, including violation of this ~~ordinance policy ordinance~~ exist and to audit the results of the required survey (R309-400 of the Utah Administrative Code).

12.3.1.3 Whenever the public water purveyor 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 line.

12.3.1.4 The type of protective assembly required under subsection 3.1.3, 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.

12.3.1.5 All presently installed backflow prevention assemblies which do not meet the requirements of this section but were approved assemblies for the purposes described herein at the time of installation and which have been properly maintained, shall, except for the inspection and maintenance requirements under subsection 3.1.6, be excluded from the requirements of these rules so long as the water purveyor 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 water purveyor 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.

12.3.1.6 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 Public Water Purveyor deems the hazard to be great, he may require certified surveys/inspections and tests at a more frequent interval. It shall be the duty of the purveyor to see that these tests are made according to the standards set forth by the State Department of Environmental Quality, Division of Drinking Water.

12.3.1.7 All backflow prevention assemblies shall be tested within ten (10) working days of initial installation.

12.3.1.8 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.

12.3.2 Violations of this Policy:

If violations of this ~~ordinance 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 ~~water purveyor 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(s) in conformance with all State and local regulations and statutes relating to plumbing, safe drinking water suppliers, and this ~~ordinance policy~~.

CHAPTER 13

13.0 WASTE WATER EFFLUENT POLICY

13.1 On five acre or larger lots having only one (1) house, basic septic systems will be allowed for waste water treatment.

13.2 Septic systems will be allowed on one acre or larger lots with level 3 waste water treatment systems. Non-conforming lots recorded before effective policy date will be reviewed on a case-by-case basis.

13.2 Larger developments (anything more than one (1) house) must employ a Level 3 treatment system to be engineered as required.

13.3 Special treatment requirements will be required for businesses, commercial applications, cabins, rentals and all non-single-family residences. All treatment systems will be part of a development agreement and will be owned and maintained by the SSD.

13.4 All septic systems are subject to the Southwest Utah Health Department and Utah Department of Environmental Equality rules and regulations.

13.5 All septic systems and treatment systems must be reviewed and approved by Big Plains Water and Sewer Special Service District.

CHAPTER 14

14.0 PRIVATELY OWNED WATER WELLS

14.1 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.

CHAPTER 15

15.0 Bulk Water Sales

15.1.1 Bulk Water Sales: Customers may apply for a bulk water purchase.

15.1.2 Application Required. Customers will apply for bulk water purchase by filling out an application for bulk water purchase.

15.1.3 Procedures for Processing Bulk Water Applications. The Accounts Receivable clerk will review the application for completeness and ensure all fees are paid. The clerk will then annotate the meter number and the current meter reading. The clerk will then schedule a time for the applicant to pick up the meter from the town office.

15.1.4 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.

15.2.1 Long-Term Bulk Water Sales

15.2.2 Application Required. Customers will apply for bulk water purchase by filling out an application for long-term bulk water purchase.

15.2.3 Procedures for Processing Long-term Bulk Water Applications. The Accounts Receivable clerk will review the application for completeness and ensure all fees are paid. The clerk will then annotate the meter number and the current meter reading. The clerk will then schedule a time for the applicant to pick up the meter from the town office.

15.2.4 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 long-term bulk use agreement will be terminated.

15.2.5 Customers Responsible for Meter Reading. Long-term bulk use customers are required to bring the bulk use meter into the town office within the last 10 days of each month. Failure to bring the meter in by the 15th day of the following a usage month will result in a \$250 dollar 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 long-term bulk water usage agreement.

15.2.6 Customers Responsible for Damage to Meter. Any damage to meter will paid for at the expense of the customer.

15.2.7 Tampering with Meter Prohibited. Any intentional tampering with the meter, to include customers attempting to repair the meter, will result in termination of long-term bulk usage agreement.

Appendix A-1 SCHEDULE OF WATER RATES, FEES, AND CHARGES

RESIDENTIAL

Residential Standby Fee: ~~\$429~~/per month
 Residential Base Fee: ~~\$429~~/per month for water availability
 Residential Usage Fees: ~~See table.~~

Gallons Used	Charge/1,000 gal.	Total
0 – base/standby		\$ ~~429~~ .00
0-5,000	\$ 1.50	Calculated based on usage
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	" "

~~Residents obtaining water with a bulk truck for culinary residential use will be charged as per the residential usage fee chart. Each filling of the bulk truck will be considered the capacity of the truck, i.e., 3,000 gallon bulk water truck will be reported as 3,000 gallons of usage no matter the level of the tank at the time of the fill.~~

Residential Impact Fee (¾ in Connection): \$12,000

Connection Fee Deposit by Meter Size

3/4-inch Connection: \$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 of the size of meter required.

One acre foot of water must be provided ~~or purchased.~~

COMMERCIAL

Commercial 1-inch meter base/standby rate: ~~\$7645~~ per month
 Commercial 1.5-inch meter base/standby rate: ~~\$94.6256~~ per month
 Commercial 2-inch meter base/standby rate: ~~\$135.1780~~ per month
 Commercial 3-inch meter base/standby rate: ~~\$368.34218~~ per month
 Commercial 4-inch meter base/standby rate: ~~\$827.93490~~ per month

Commercial Usage Fees: ~~\$1.50 per thousand gallons~~ See Residential Usage Fee Table Above

Commercial Impact Fee: (Based on connection diameter – see table below. Appropriate acre feet of water must be provided ~~or purchased.~~)

Connection Diameter (in)	ERC's	Impact Fee Amount
--------------------------	-------	-------------------

3/4	1	\$12,000.00
1	3	\$15,000.00
1.5	5	\$21,000.00
2	8	\$27,000.00
3	10	\$39,000.00

Commercial Retail Connection Fee: Actual cost of the connection depending of the size of meter required

BULK METER

Bulk Meter Usage Fees: ~~\$229.00~~ 49.00 meter fee for each usage up to five days, with a \$5.00 charge for each additional day the meter is out.

A \$1,000 meter deposit is required.
The water usage cost is \$4.00/1,000 gallons used.
The meter must be read at least every 30 days.

Long-Term Bulk Meter Usage Fees:

~~\$1,000.00 Non-refundable Fee Required.~~

~~\$1,000.00 Refundable Fee Required.~~

~~Water usage will be charged at regular culinary rates up to 20,000 Gallons per month.~~

~~Water usage in excess of 20,000 gallons per month will be charged \$4.00/1,000 gallons used.~~

~~There will be a \$250 additional charge for late (greater than 10 days) meter readings.~~

COST OF SERVICES

Application Processing Fee	\$125
District Plan Review Fee	2% of main line construction cost
~~District Inspection Fee~~	~~2% of main line construction cost~~
Engineering	\$110/Hour
Inspections	~~\$40~~ <u>60</u> /Hour
Will Serve Letters	\$75
Call-Outs	~~\$40~~ <u>60</u> First Hour Minimum/ ~~\$60~~ <u>80</u> Additional Hours
Equipment	Actual Cost
Late Notice Fee	\$5
Service Restoration Fee	\$50
Interest Charges	5%/Month

ADDENDUM NO. 2 TO WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS ADDENDUM NO. 2 is an addendum to that Water Right Purchase and Sale Agreement dated November 3, 2021, including Addendum No. 1 dated December 20, 2021 (together the “PSA”) made 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**”). This Addendum amends and modifies the PSA as follows:

1.00 WATER RIGHTS: The Water Rights that are the subject of the PSA and this Addendum are identified on Exhibit A attached and incorporated herein.

2.00 EFFECTIVE DATE: The effective date hereof shall be the date on which all of the parties hereto have executed this Addendum below (the “**Effective Date**”).

3.00 DEFINITIONS: The meanings of all capitalized words or phrases used herein, where not otherwise defined herein, shall have the meanings set forth in the PSA.

4.00 DEVELOPER’S ACCEPTANCE OF CONNECTIONS FOLLOWING STATE APPROVAL: Developer agrees that notwithstanding anything in the PSA to the contrary, Developer 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.

5.00 ALL OTHER PROVISIONS REMAIN IN EFFECT: To the extent the terms of this Addendum modify or conflict with any provisions of the PSA, the terms of this Addendum shall control. All other terms of the PSA which are not modified by this Addendum shall remain the same.

6.00 COUNTERPARTS: This Addendum 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 Addendum, it shall not be necessary for any Party hereto to produce or account for more than one such counterpart.

[SIGNATURES CONTAINED ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the undersigned have caused this Addendum No. 2 to be executed as of the dates hereafter set forth by their duly authorized officers.

SELLER:

**CEDAR POINT WATER COMPANY,
INC.**

By: *Jerry Eves*

Jerry Eves, President

Date signed: 04/08/2022

DEVELOPER:

LITTLE CREEK LAND COMPANY, LLC

By: *Henry Isaksen Jr*

Henry Isaksen, Jr., Manager

Date signed: 6/8/22

BIG PLAINS:

**BIG PLAINS WATER AND SEWER
SPECIAL SERVICE DISTRICT**

By: _____

Name: _____

Title: _____

Date signed: _____

JEPSON CANYON:

**JEPSON CANYON PUBLIC
INFRASTRUCTURE DISTRICT #1**

By: *Henry Isaksen Jr*

Henry Isaksen, Jr., District Chair

Date signed: 6/8/22

Attest: *Kent Ohlsen*
Kent Ohlsen, District Clerk

EXHIBIT A

Water Right #	App #	Quantity (acre feet)	Cert #	Priority Date
81-4600	a41142	93 acre feet	12955	08/15/1974
81-3433		7 acre feet	12955	08/15/1974
	TOTAL:	100 acre feet		

SIGNATURE CERTIFICATE



REFERENCE NUMBER
073D7F9B-FB50-4F7A-A07A-4D1873F977B8

Item 12.

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 073D7F9B-FB50-4F7A-A07A-4D1873F977B8	Document Name Jepson Canyon PID Addendum No 2 To Water Right Purchase And Sale Agreement
Transaction Type Signature Request	Filename jcpid1_addendum_no_2_to_water_right_purchase_and_sale_agreement.pdf
Sent At 04/08/2022 16:39 EDT	Pages 3 pages
Executed At 04/09/2022 15:33 EDT	Content Type application/pdf
Identity Method email	File Size 102 KB
Distribution Method email	Original Checksum 5cef62621fba63e0cfcf94833e20186caa94acba83f1bdb3bfd1ba4dcc389f6
Signed Checksum 743495d57a3bcfafecf6d87dae7e64345985ff221f18a598671b031481b38617	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Kent Ohlsen	Status signed	Viewed At 04/09/2022 15:31 EDT
Email keohlsen@gmail.com	Multi-factor Digital Fingerprint Checksum 954a72821e69a35bae4dc67faebdde4ca94b6b9837697c3e98a2cbf855718959	Identity Authenticated At 04/09/2022 15:33 EDT
Components 1	IP Address 71.195.237.48	Signed At 04/09/2022 15:33 EDT
	Device Chrome via Windows	
	Drawn Signature 	
	Signature Reference ID D6727A32	
	Signature Biometric Count 417	
Name Jerry Eves	Status signed	Viewed At 04/08/2022 17:03 EDT
Email jerryeves@gmail.com	Multi-factor Digital Fingerprint Checksum ed0a417fff6965d90f1ba0049e3f7163f84f38b38090386a57b99c1d4d845444	Identity Authenticated At 04/08/2022 17:04 EDT
Components 2	IP Address 174.247.150.97	Signed At 04/08/2022 17:04 EDT
	Device Mobile Safari via iOS	
	Typed Signature 	
	Signature Reference ID D4B206C6	

AUDITS

Item 12.

TIMESTAMP	AUDIT
04/08/2022 16:39 EDT	Natasha Asmus (nasmus@snowjensen.com) created document 'jcpid1_addundum_no_2_to_water_right_purchase_and_sale_agreement.pdf' on Chrome via Windows from 208.117.120.90.
04/08/2022 16:39 EDT	Jerry Eves (jerryeves@gmail.com) was emailed a link to sign.
04/08/2022 16:39 EDT	Kent Ohlsen (keohlson@gmail.com) was emailed a link to sign.
04/08/2022 16:39 EDT	Natasha Asmus (nasmus@snowjensen.com) shared document 'jcpid1_addundum_no_2_to_water_right_purchase_and_sale_agreement.pdf' on Chrome via Windows from 208.117.120.90.
04/08/2022 16:55 EDT	Jerry Eves (jerryeves@gmail.com) viewed the document on Mobile Safari via iOS from 174.247.150.97.
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