

Amended December 18, 2014

RESOLUTION NO. 2014-1-16 Revision 3

A RESOLUTION ADOPTING AND AUTHORIZING FEES AND SERVICE CHARGES

WHEREAS, the Central Iron County Water Conservancy District (“District”) is political body which is organized as a water service district to supply various water services to property owners or subscribers within the District’s boundaries; and

WHEREAS, the District is required to keep its rates and services current, and to assure that all charges and fees assessed subscribers are according to the costs incurred to provide water to District subscribers so as to promote self-funding services; and

WHEREAS, the District has determined that it is legally necessary and proper to amend and clarify its water services to assure the fair and equitable distribution of water services to all users connected to the District’s water system; and

WHEREAS, the District has developed application forms for subscribers to submit to apply water services; and

WHEREAS the District desires to supply water in a manner that promotes conservation and prudent water usage; and

WHEREAS the District has opened its meetings for public comment and received input from the community regarding various services and the fees associated therewith; and

WHEREAS the District advertised its meeting on the District Website, posted this Resolution and notified the citizens of the District of this Resolution through the local paper; and

WHEREAS, the District finds that it is in the best interest of the District to adopt this Resolution after multiple discussions.

NOW THEREFORE BE IT RESOLVED, by the Central Iron County Water Conservancy District, Iron County, State of Utah, that fees and service charges will be administered as follows:

SECTION 1: APPLICATION FOR CULINARY WATER CONNECTION AND SERVICE

A. Connection Fees

3/4-inch Service -	\$ 800.00
1-inch Service -	\$1,000.00
1.5-inch Service -	\$2,000.00
2.0-inch Service -	\$2,500.00

B. Impact Fees

Meter Size	Diameter (in)	Flow (gpm)	Multiplier	Impact Fee	Proposed
¾ -Inch	0.71	6.169741	0.642729617	\$ 2,249.55	\$ 2,500.00
1- Inch	0.91	10.13522	0	\$ 3,500.00	\$ 3,500.00
1.5-Inch	1.53	28.65056	1.826832508	\$ 6,393.91	\$ 6,500.00
2-Inch	1.92	45.1183	3.451636276	\$ 12,080.73	\$ 12,000.00
3-Inch	2.83	98.0219	8.671416496	\$ 30,349.96	\$ 30,500.00

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



CENTRAL IRON COUNTY WATER CONSERVANCY DISTRICT

88 E Fiddlers Canyon Rd. Ste. A
Cedar City, UT 84721
435-865-9901 Fax: 435-865-9902

APPLICANT INFORMATION

Date of Active Service (Will Use Recorded Deed Information if Available):

For Water Service at (Address):

Subdivision:

Applicant Name:

Last Name

First Name

Co-Applicant:

Last Name

First Name

APPLICANT CONTACT INFORMATION

Mailing Address:

City:

State:

ZIP Code:

Primary Phone:

Secondary Phone:

E-mail:

Driver's License #

State:

EMERGENCY CONTACT INFORMATION

Name:

Phone:

City:

State:

ZIP Code:

*Landlord Info:(Name)

Email:

City:

State:

Zip Code:

EMPLOYMENT INFORMATION

Applicant's Employer:

Co-Applicant's Employer:

Address:

Address:

City

State

Zip

City

State

Zip

Phone:

Phone:

WATER RATE SCHEDULES:

Residential	Cost	Includes
Level #0 - Minimum Monthly Fee	\$30.00	No Water, Minimum Monthly Fee
Level #1 - Plus \$0.70 per 1,000 gallons	\$0.70	0~12,000 gallons per month
Level #2 - Plus \$0.85 per 1,000 gallons	\$0.85	12,001-20,000 gallons per month
Level #3 - Plus \$1.50 per 1,000 gallons	\$1.50	20,001-30,000 gallons per month
Level #4 - Plus \$2.50 per 1,000 gallons	\$2.50	30,001 and above gallons per month

Commercial \$50.00 plus \$1.00/1,000 gal

Agricultural \$65.00 plus \$.65/1,000 gal

The undersigned hereby applies (apply) to the Central Iron County Water Conservancy District (hereinafter the "C.I.C.W.C.D" or "District") for water service and permission to connect the premises listed above (hereinafter the "Property") to the District water system. The undersigned hereby represent(s) and agree(s) to the Terms of Service outline on the following page of this application, individually and on behalf of the owners(s) of the Property, effective as of the date signed.

Signature of Applicant

Date

Signature of Co-Applicant

Date

Office Use Only: Customer Account Number: _____ App taken by: _____ Meter Read _____

Posted Date: _____ Owner: ___ Builder: ___ *Renter: ___ Landlord ___ Landlord Contact: _____

Phone Number _____ Address: _____

New Service ___ Impacts Pd _____ Connect Fee Pd _____



WATER CONSERVANCY DISTRICT

Terms of Service

1. I (we) represent and warrant that I am (we are) the owner(s) of the property, or are trustees, partners, or other duly authorized representative(s) of the owner(s) of the Property, that I (we) have full power and authority to enter into this Agreement on our own behalf and on behalf of the owner(s) of the Property, and that the signature of no other person is required to bind the owner(s) of the Property to the terms of this Agreement. The term "I (we)" as used in this Agreement means and includes the signer(s) of this Agreement and individually the owner(s) of the Property if other than the signer(s) individually.
2. I (we) agree to pay all such charges for water service as are fixed from time to time by the District by the 25th of each month. I (we) understand that a base monthly fee for water service will be due even if no water is actually used on the Property. I (we) understand that by signing up for electronic billing and automatic payment through the District, I (we) will receive a one-time account credit of twenty-five dollars (\$25.00). In the event that I (we) disable electronic billing &/or automatic payment understand that I (we) will be reassessed the paperless credit.
3. I (we) agree that, unless installed already or otherwise agreed, the District shall install the necessary connection from its water main to a point on or near the Property line and shall install a water meter. I (we) understand that if not installed already, the District will endeavor to follow my (our) instructions as to the location of the water meter but ultimately the location of water lines, meter and related equipment shall be at the sole discretion of the District.
4. I (we) agree that if not installed already, all work and the cost of extending, maintaining, and repairing water lines from the meter to the point of use shall be my (our) responsibility.
5. I (we) agree to pay all impact and connection fees, unless said impact and connection fees have been paid by a previous owner, and all other fees and charges, established by the District in connection with this Agreement and water services hereunder. I (we) agree that the District may file with the County Recorder a Notice of Lien against the Property to secure payment to the District of any impact, connection and other fees financed by the District.
6. I (we) agree that the District reserves the right to inspect the culinary water system servicing the Property, both on and outside of the Property, and to require any corrections or improvements, at my (our) expense, necessary to meet the requirements of the District or any other government agency having jurisdiction to regulate the water system of the District.
7. I (we) agree that I (we) and the Property will be bound by all rules, regulations, and ordinances enacted now or hereafter by the District applicable to the District's culinary water system.
8. I (we) represent that the main purpose or use to be made of this water connection is culinary indoor use.
9. I (we) agree to pay all taxes, mortgages, trust deeds, liens and other encumbrances against the property as they become due.
10. I (we) agree that in the event of any default hereunder, including failure to pay all sums due, whether for water service, District financed impact and connection fees or other District fees and charges, or for failure to pay all taxes, mortgages, trust deeds, liens and other encumbrances against the Property, or in the event of failure of the undersigned or any occupant of the premises to comply with the rules, regulations and ordinances established by the District or in the event of any other default, the District shall have the following rights and remedies, all of which may be exercised concurrently or separately at the election of the District, the exercise of one not constituting waiver or any other:
 - a. The District may terminate water service to the property five (5) days after mailing of written notice of intent to terminate services. Termination of services shall continue until all delinquencies and all applicable reconnection fees and charges are paid in full and until all other conditions of default have been eliminated.
 - b. The District may declare the entire remaining balance of all sums due hereunder, including all charges for water service and all unpaid District financed impact and connection fees and all other District fees and charges, immediately due and payable and may collect the same by enforcing any Notice of Lien previously filed, or by filing and enforcing an original Notice of Lien if no Notice of Lien has yet been filed or by filing and enforcing one or more additional Notices of Lien if any Notice of Lien has been filed previously. Any lien filed against the Property shall remain on the Property until paid or satisfied, and shall include additional fees and charges occurring after the filing of such lien without any amendment of the Notice of Lien being required. All fees and charges in default and not timely paid shall bear interest at the rate of eighteen percent (18%) APR until paid, or a minimum monthly late charge of \$7.00. The District may enforce this lien by civil action, including recovery of its attorney's fees and costs of court, and including the right of foreclosure and sale of the Property in the event the lien remains unsatisfied for a period of three (3) months.
 - c. The District may certify to the appropriate county authorities all past due charges for water service, all unpaid District financed impact and connection fees, and all other unpaid District fees and charges, which fees and charges will become a lien on the Property on a parity with and collectible at the same time and in the same manner as general county taxes that are a lien on the Property.
 - d. The District shall have the right to specifically enforce by civil action compliance with its rules, regulations, and ordinances, including recovery of its attorney's fees and costs of court, whether or not related to a default in the payment of fees and charges.
11. I (we) agree that in the event of sale or other title transfer of the Property, I (we) will pay off the total balance owed to the District including all charges for water service, all unpaid District financed impact and connection fees, and all other District fees and charges. If payment is not made prior to closing, I (we) authorize and direct the closing agent to pay all outstanding fees and charges at the time of closing on written confirmation from the District of the amount due.

D. Water Right Transfer

One Acre Foot of water shall be transferred to the District before the water service will be installed or connected. The District will not accept water rights that do not meet the following criteria:

Water Rights must be free of liens and the person presenting the water right must show valid proof of ownership.

Water Rights must have an approved change application or perfected status through the Division of Water Rights

Water Rights must have a priority date no later than 1955 unless approved by the Governing Board.

Water Rights must have been kept in Beneficial Use. Water rights that have not been kept in Beneficial Use for 7 years prior to transfer will not be accepted.

In the event that a user uses more water than one acre foot they will be required to transfer over additional water rights to satisfy the water usage.

E. User Fee Schedule¹

<u>Residential / Recreational</u>	<u>Cost</u>	<u>Rate Structure</u>
Level #0 – Minimum monthly fee/system	\$30.00	Base Minimum Fee
Level #1 – Plus \$0.70 per 1,000 gallons	0.70	1 – 12,000 gallons
Level #2 – Plus \$0.85 per 1,000 gallons	0.85	12,001 – 20,000 gallons
Level #3 – Plus \$1.50 per 1,000 gallons	1.50	20,001 – 30,000 gallons
Level #4 – Plus \$2.00 per 1,000 gallons	2.50	30,001 and above gallons

Secondary Water Service Rates²

<u>Residential / Recreational</u>	<u>Cost</u>	<u>Rate Structure</u>
Level #0 – Minimum monthly fee	\$20.00	Base Minimum Fee
Level #1 – Plus \$0.65 per 1,000 gallons	0.65	per 1,000 gallons

Commercial Water Rate

<u>Industrial / Business</u>	<u>Cost</u>	<u>Rate Structure</u>
Level #0 – Minimum monthly fee	\$50.00	Base Minimum Fee
Level #1 – Plus \$1.00 per 1,000 gallons	1.00	per 1,000 gallons

Agricultural:

<u>Agricultural</u>	<u>Cost</u>	<u>Rate Structure</u>
Level #0 – Minimum monthly fee/system	\$65.00	Base Minimum Fee
Level #1 – Plus \$0.65 per 1,000 gallons	0.65	per 1,000 gallons

A bulk water user uses water for agricultural applications as approved by the District.

¹ Residential water rate and schedule adopted July 21, 2005

² Secondary Water Service Rate adopted September 21, 2006.

Qualification:

The property owner must apply for an Agricultural Classification (Greenbelt). The Property Appraiser's Office must determine that the property is used for "bona-fide agricultural purposes"- good faith commercial agricultural use of the land.

Water Usage

Because of the nature of agricultural and commercial water usage by Customers, the District shall review and evaluate the amount of water usage by the Customer annually to determine Customers actual usage. In the event that Customer is consuming more water than what it had previously transferred to the District, Customer shall transfer to District sufficient additional water, pursuant to the terms of Section 1-D, within 90 days of date of evaluation.

This rate may be adjusted periodically by resolution as the Districts needs arise.

SECTION 2: CREDITS AND FEES

One-Time Paperless Credit

Customers that sign up for electronic billing and automatic payments through the District will receive a one-time paperless credit of \$50.00 until December 31, 2014. At which time new customers will receive the one-time credit of \$30.00 or the current base rate as set forth by resolution. This credit will be reassessed to the account in the event that the customer disables electronic billing and/or automatic payment.

Non-Residential User Fees

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

Returned Check Fee

This fee is charged to a customer's account when the District is notified that the account was paid with insufficient funds or was otherwise incapable of servicing the payment. This fee will reflect any fees incurred by the District, including but not limited to any statutory penalties, fees and charges as permitted by Utah State Code.

Reconnection Fee

If the culinary water service is discontinued and terminated for failure to make payment, then before water services to the premises shall be reconnected, all delinquent fees and assessments must be paid current, or arrangements made for delinquent payments in a manner satisfactory to the District. In the event water is turned off for nonpayment of water charges, then before the water service to the premises is turned on, the consumer shall pay, in addition to all delinquent water charges, a fee of \$100.00³ for reconnecting water services. The Board is hereby authorized and empowered to enforce the payment of all delinquent water charges by an action at law

³ Disconnect-Reconnect fee amended December 1, 2005.

including but not limited to placing a lien on the property in the name of the Central Iron County Water Conservancy District.

Delinquencies associated with the payment for any water service or the initial hookup fee shall bear interest at the rate of 18% APR or \$7 whichever is greater on the unpaid amount and the District may commence, at its option, an action against the delinquent property owner of record at any time to recover the amount due, plus court costs and attorney fees. In the event the owner of any of the premises, or the tenant or occupant, of the premises shall fail to pay any fee or charge, the District may cause the water to be shut off from such premises, and the District shall not be required to provide any further services until all payment arrears shall be paid in full.

Call Out Service Fee:

A consumer who suspects a meter malfunction or line break may call the office and request that water services be investigated and, if necessary, temporarily discontinued, and to determine and/or evaluate the possible problem. If the water service leak/problem is on the consumer side of the meter box, the consumer will be charged (including snow removal costs) for the time it takes the District to shut off the meter. There is no charge to the consumer if the meter malfunctions or the water line problem is the District's responsibility.

Call out Service Rates:

- | | | | |
|---------------------------|-----------|-------------|---------------------------------------|
| 1. Regular Business Hours | 8AM-5PM | Labor Cost: | \$30/Per Man Hr. Min. 1 hr. |
| 2. After Hrs./Weekend | 5PM – 8AM | Labor Cost: | \$65/Per Man Hr. Min. 1 hr. |
| 3. Equipment Cost | | | Will vary upon type of equipment used |
| 4. Snow Removal: | | | Pass through from contractor |
| 5. Materials: | | | Pass through from vendor |

SECTION 3: UNCUSTOMARY WATER USE AND FEES

Emergency Water Use ⁴

In the event of an emergency, the District may approve the emergency use of water for a limited period of time. Emergency water is conditioned upon the customer applying for service and signing an approved agreement with the District, paying a monthly fee in accordance with usage, and the consumer supplying a meter, meter vault and other necessary plumbing to supply water. Supplied items must be pre-approved by the District. The District shall not be liable for any damages which occur on the Customers' side of the meter, including but not limited to those from curtailment or cessation of the water service. Any water supplied shall be temporary and may be interrupted by District at any time at the sole discretion of the District."

A minimum monthly Fee of \$100 plus \$2.00 per 1,000 gallons

⁴ Emergency Water Service Rate adopted September 21, 2006.

Fire Hydrant & Contractor Water Use⁵

The contractor/home owner will contact the District Office to provide the location of the property upon which the water is to be used as well as the location of the fire hydrant to be used. Users of the Fire Hydrant Water are not required to transfer water rights, therefore water usage is charged at a higher rate in addition to the base rate fee. Also, a refundable deposit of \$2,000.00 will be held until the fire hydrant meter is returned. The meter must be returned in good condition and working order. Fire hydrant wrenches and auxiliary shutoff valves are required to operate the hydrants. The user will be responsible to supply this equipment. The fire hydrant is to be fully opened during use and closed at night. Any damage to the fire hydrant meter and/or immediate surroundings due to misuse or carelessness will be the responsibility of the user and charged in accordance with the damages incurred by District or any third party. A Contractor shall supply a hydrant wrench. In the case that a fire hydrant is found being used without District authorization a fee of \$250.00 will be charged per load or for the first month's water usage.

Fire Hydrant & Contractor Water Rate

<u>Fire Hydrant</u>	<u>Cost</u>	<u>Rate Structure</u>
Security Deposit	\$2,000.00	Refundable
Level #0 – Minimum monthly fee	\$65.00	Base Minimum Fee
Level #1 – Plus \$2.00 per 1,000 gallons	\$2.00	per 1,000 gallons

Preliminary Engineering Fee:

In the event that application is made for the District to provide services to an existing subdivision, which necessitates inspecting infrastructure, reviewing plans, making suggested state required modifications prior to acceptance, or performing any other preliminary reviews necessarily required prior to providing services, the applicant shall be responsible for all costs incurred by District and District Engineers to assess and review the plans.

Subdivision Review Fee:

Prior to subdivision approval, any applicant must submit two sets of approved construction drawings to the District for its review by the District as well as District's Engineers. Applicant shall be responsible for all costs incurred by the District and District Engineers for review of the construction drawings and system, which must be paid prior to District's approval of the plans.

Inspection Fee:

When any applicant is constructing a new subdivision within District boundaries, which water system is to be assumed by District upon completion, the District and its engineers shall inspect all construction work to ensure that installation of the water system complies with Districts standards. The applicant shall pay for the District's inspector fees, assessed at the rate of \$30/hr., and if the inspection is conducted by the District's Engineers, the applicant shall pay all costs associated therewith.

⁵ Fire hydrant fee approved April 20, 2006

BE IT FURTHER RESOLVED that all resolutions, and parts of resolutions, in conflict herewith be hereby repealed. This amended resolution is hereby passed and adopted by the District on the 18th day of December 2014, and will take effect in resolutions with the terms set forth herein.

[Signature on Following Page]

DRAFT

PASSED and ADOPTED by the District Council of the District, Iron County, State of Utah, this 18th day of December, 2014.

Brent Hunter, Chairman

Roll Call was taken:

Rick Bonzo-
John Black-
Paul Cozzens-
Spencer Jones-
Keith Williams-
Tim Watson-
Brent Hunter-

DRAFT