

ANGELL SPRINGS SPECIAL  
SERVICE DISTRICT  
ADMINISTRATIVE POLICIES &  
PROCEDURES MANUAL

ADOPTED, AMENDED BY THE ANGELL SPRINGS S.S.D.

BOARD OF TRUSTEES ON JUNE 19, 2025

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## **1.0 GOVERNMENT SUBDIVISION**

### **1.1 Mission Statement**

- 1.1.1 Angell Springs Special Service District, hereinafter referred to as "District," was created June 6, 1994 by resolution of Washington County to provide water and other future services to its service area. The District is a political subdivision and operates as an independent special district under Utah law.

### **1.2 Board of Trustees**

- 1.2.1 The District is governed by a Board of Trustees, hereinafter referred to as the "Board."

### **1.3 District Government is Vested In The Board Of Trustees ~~And Administrator~~**

- ~~1.3.1 District government is vested in Board of Trustees, which is the governing body of the District and an Administrator appointed by the Board. (U.C.A. 17A-2-308)~~

- 1.3.2 The Board is composed of five (5) Trustees appointed for a four year term, staggered in the initial term, pursuant to Utah law (U.C.A. 17A-1-305), and constitutes the policy making body of the District.

- ~~1.3.3 The Administrator and the subordinate officers and employees will execute the will of the Board as expressed by Board policy and direction.~~

### **1.4 Functions Of The Board Of Trustees**

- 1.4.1 Generally speaking, the Board exercises all powers and duties in the operation of the properties of the District as are ordinarily exercised by the governing body of a political subdivision, and has the final responsibility and authority in the administration of the affairs of the District.

- ~~1.4.1.1 The Administrator of the District is appointed by the Board to administer the policies of the Board and to manage the day to day operation and affairs of the District.~~

- ~~1.4.2 The Board will assure the review of the Administrator's performance and establish the compensation level annually.~~

- 1.4.3 In every case, the will of the Board shall be expressed by at least a majority vote of the Board. No statement or act of any individual member of the Board shall be viewed as the will of the Board.

- 1.4.4 The Board will review this document annually to ensure that it is pertinent and current.

- 1.4.5 The Board will appoint a qualified person(s) to function as Chief Engineer, Controller, and Attorney; create any office as may be deemed necessary for the good government of the District; and regulate and prescribe the powers and duties of all other officers of the District except as provided by law.

### **1.5 Limitations Of Actions And Authority Of The Board**

- 1.5.1 Nothing in this section shall prevent a majority of the Board from appointing committees of its own members to conduct investigations into the conduct of any officer, of district government, or any matter relating to the welfare of the district, and delegating to these committees such powers of inquiry as the Board may deem necessary.

## **1.6 Oath Of Office**

- 1.6.1 Prior to assuming official duties, each trustee shall take and subscribe, before an officer authorized to administer oaths, to an oath that he will support the constitution of the United States and the state of Utah, and directly or indirectly in any contract let by the district.

## **1.7 Chairman Of The Board Of Trustees**

- 1.7.1 The Board shall select one of its members to act as Chairman any time Board membership changes.
- 1.7.2 Duties. The Chairman shall:
  - 1.7.2.1 Serve as Chairman of the Board and preside at all meetings thereof.
  - 1.7.2.2 Execute, on behalf of the district, all bonds, resolutions of the Board, and, where required, contracts, other written obligations, and countersign disbursement checks.
  - 1.7.2.3 Attend and, if appropriate, preside at ceremonial activities (including, but not limited to ribbon cutting, open houses, and receptions) in which ceremonial representation is needed or sought.
  - 1.7.2.4 Be a spokesperson for the Board, unless the Board directs otherwise. When the chairman acts as a spokesperson for the district, he should speak for the majority of the Board when the chairman is speaking for himself or in his capacity as an individual member of the Board, he should clearly identify that limited capacity.
  - 1.7.2.5 Represent the will of the Board.
- 1.7.3 The chairman shall have administrative and executive duties.
- 1.7.4 The chairman has the right to vote.

## **1.8 Trustee Compensation**

- 1.8.1 Each member of the Board of trustees shall receive compensation for necessary traveling and other expenses actually expended while engaged in the performance of the official duties.
  - 1.8.1.A **Amendment:** All board members will be reimbursed the cost of monthly water rate for their meeting attendance. All board members will receive \$100.00 for each continued education meeting.

## 2.0 DISTRICT ADMINISTRATION

### 2.1 Structure Of District Administration

- 2.1.1 District administration consists of the **Chair, Treasurer, Clerk** ~~Administrator~~ and other officers, subcontractors, or support personnel as needed.
- 2.1.2 The administrative powers of the district are vested in and exercised by the **Board Members** ~~Administrator~~ recommendations, proposals, and so forth.
- 2.1.3 A Water Systems Operator shall be an officer of the District. Responsibilities shall include (a) coordinating and installing water meters, (b) inspecting and maintaining water lines, (c) collecting water usage data from water meters (d) submitting water samples to the appropriate testing agency, (e) protecting and maintaining water source integrity in water system operation, maintenance and repair (f) initiating and maintaining inspection records, maps and other documents as needed, (g) responding to water system emergencies, and (h) ensuring compliance with State regulations.
- 2.1.4 Each officer shall have such authority as is necessary to enable him to carry out duties and responsibilities assigned to him by this document or by direction of the Administrator. The designation of a duty or responsibility shall constitute such authority as is necessary to affect the duty or responsibility so imposed.

### 2.2 Fidelity Bonds

- 2.2.1 All appointed officers as hereinafter designated shall, before assuming the duties of office, obtain an official bond conditioned for the faithful performance of the duties of the office and the payment of all monies received by such officers according to the laws and ordinances of the District with corporate sureties. The premium of the surety bond shall be paid by the District. The coverage and amount shall be at least the minimum required by law.
- 2.2.2 Amounts:
- |                                        |    |
|----------------------------------------|----|
| Chairman, Board of Trustees:           | \$ |
| <del>Administrator:</del> <b>Clerk</b> | \$ |
- or as determined by the courts or the rules of the State Money Management Counsel (U.C.A. 51-7-15).

### ~~2.3~~ Appointment Of The Administrator

- ~~2.3.1 The Board of Trustees, by a majority vote of its full membership shall appoint the Administrator. The Administrator shall be appointed solely on the basis of his ability, integrity, and prior experience relating to the duties of the office, including but not limited to managerial capabilities that, in the opinion of the Board, befit him to provide professional direction to the District. No Trustee shall simultaneously hold the position~~

## **2.4 Power And Duties**

### ~~2.4.1~~ **Clerk** ~~The Administrator~~ shall:

- 2.4.1.1 Faithfully execute and enforce all applicable laws, rules and regulations and see that all franchises, leases, permits, contracts, licenses, and privileges granted by the District are observed;
- 2.4.1.2 Carry out the policies and programs established by the Board of Trustees;
- 2.4.1.3 Establish standards, qualifications, criteria, and procedures to govern the appointment of employees within the District, subject to any applicable provisions of the Personnel Rules and Regulations and this Document.
- 2.4.1.4 Submit to the Board plans and programs relating to the development and needs of the District, and annual or special reports concerning the financial, administrative and operational activities of the District;
- 2.4.1.5 Attend all meetings of the Board and take part in its discussions and deliberations;
- 2.4.1.6 Recommend to the Board for adoption such measures as deemed necessary or expedient;
- 2.4.1.7 Prepare a financial estimate of the annual budget and advise the Board of the financial condition and needs of the District;
- 2.4.1.8 Schedule, and cause notice thereof to be published, as may be required by law, such public hearings before the Board as are required by law, including, but not limited to:
  - 2.4.1.8.1 Water rate hearings; adoption or amendment to District budgets.
- 2.4.1.9 Execute such contracts as are necessary for the good order and functioning of the District, provided the expenditures pursuant to such contracts are within the appropriations contained within the appropriate budget, as adopted by the Board of Trustees;
- 2.4.1.10 Implement and administer such plans as approved by the Board for the compensation of District employees;
- 2.4.1.11 Approve such expenditures made for official District business, provided such expenditures are within the appropriations contained within the appropriate budget as adopted by the District;
- 2.4.1.12 Discharge any other duties specified by statute or designated by the Board.

## ~~2.5~~ ~~Removal Of The Administrator~~

~~2.5.1~~ ~~The Administrator serves at the pleasure of the Board of Trustees. The Board may, at its pleasure, by unanimous vote, remove the Administrator.~~

## **3.0 DISTRICT FINANCE**

### **3.1 Budget Officer**

3.1.1 ~~The Administrator~~ **The Treasurer** shall function as the budget officer, as designated in the Utah Uniform Fiscal Procedures Act for Special Districts. The **Treasurer** ~~Administrator~~ is authorized to make expenditures for:

3.1.1.1 Payroll;

3.1.1.2 Repetitive contractual obligations such as utility bills; and/or

3.1.1.3 All items approved by the Board in the annual budget or by specific Board action.

### **3.2 Preparation Of Budget**

3.2.1 Prior to the regularly scheduled meeting of the Board in September of each year, the budget officer shall present an outline of concepts for the revenue, operating, and capital budgets.

3.2.2 On or before the first regularly scheduled meeting of the Board in September of each year, the budget officer shall prepare for the ensuing fiscal year, and file with the Board, tentative revenue, operating, and capital budgets, together with specific work programs and any other supporting data required by the Board.

3.2.3 The tentative budgets shall be reviewed and considered by the Board at any regular meeting or any special meeting called for that purpose. The Board may make any changes considered advisable in the tentative budgets, pursuant to statute.

3.2.4 The Board shall adopt operating and capital budgets for the ensuing fiscal year prior to the beginning of each such fiscal year.

3.2.5 Upon final adoption, the operating and capital budgets shall be in effect for the budget year, subject to later amendment. During the budget year, the Board may, in any regular meeting or special meeting called for that purpose, review the operating and/or capital budgets for the purpose of determining if the total should be increased.

3.2.6 The budget may be reopened at any time during the fiscal year by properly notifying the meeting in accordance with statute.

3.2.7 The budget shall contain a District contingency to pay for any unanticipated expenses or to cover budget line items over-runs. The contingency may only be used upon approval by the Board.

- 3.2.8 When a total line item appropriate is exceeded, the over-run may be covered by a transfer from another line item in the budget with the approval of the ~~Treasurer~~ ~~Administrator~~.

### **3.3 Financial Reports**

- 3.3.1 The ~~Treasurer~~ ~~Administrator~~ shall prepare, and present to the Board, quarterly summary financial reports showing the financial position and operations of the District for that quarter and the year-to-date status of the District.
- 3.3.2 Within 120 days after the close of each fiscal year, the ~~Treasurer~~ ~~Administrator~~ shall present to the Board an annual financial report prepared in conformity with generally accepted accounting principles, as prescribed in the Uniform Accounting Manual for Special Districts. This requirement may be satisfied by presentation if appropriately prepared and reviewed with the Board.

### **3.4 Independent Auditor**

- 3.4.1 When revenue and expenses of the District shall exceed ~~\$50,000~~ **\$350,000.00** an independent auditor has the responsibility of reporting whether the District's financial statements are prepared in conformity with generally accepted accounting principles. Copies of the annual financial report or of the audit report furnished by the independent auditor shall be filed with the state auditor and shall be filed as a public document in the office of the District.
- 3.4.2 The Administrator, with the consent of the Board of Trustees shall select the District's independent auditor

### **3.5 Checks**

- 3.5.1 All checks shall be signed by both the Chairman of the Board of Trustees and by ~~Another Board Member~~ ~~Administrator~~.

## **4.0 DISTRICT MEETINGS**

### **4.1 Types Of Meetings**

- 4.1.1 **Regular Meetings:** A regularly scheduled meeting of the Board of Trustees for which notice of the date, time and place has been given in the Annual Meeting Schedule.
- 4.1.2 **Special Meetings:** Any meeting of the Board that replaces or is held in addition to a regular meeting.
- 4.1.3 **Emergency Meetings:** A special meeting held as a result of unforeseen circumstances to consider matters of an urgent or emergency nature.
- 4.1.4 **Electronic Meeting:** A Board meeting may be convened and conducted by means of telephonic, telecommunications, or computer conference by satisfying the requirements of Utah Code Ann. § 52-4-207.
- 4.1.4.1 **Electronic Participation:** The primary purpose for holding electronic meetings is to

enable members of the Board to participate in the meeting electronically. Nevertheless, provision may be made for a member of the public to monitor an open meeting of the Board through electronic means provided that the member of the public so requests in writing at least three days prior to the meeting, and further provided that the District will not be required to acquire any equipment, facilities or expertise which the District does not already possess in order to accommodate the request. Notwithstanding anything to the contrary in this Policy, with the exception of a public hearing, the general public and other interested persons need not be provided an opportunity to participate in, as opposed to attend and monitor, an electronic meeting.

4.1.4.2 **Electronic Anchor Location:** One or more anchor locations must be established for all electronic meetings. The anchor location is the physical location from which the electronic meeting originates or from which the participants are connected. At least one anchor location for an electronic meeting must be in the building where the Board would normally meet if not holding an electronic meeting. A quorum of the Board need not be present at a single anchor location for an electronic meeting to be held. As few as one Board member may be present at the anchor location, as long as all other requirements of this Policy and of Utah Code Ann § 52-4-207 are satisfied for a meeting to be held as an electronic meeting, provided that the Board member who chairs the meeting is physically present at the anchor location. Space and facilities must be provided at the anchor location(s) so that all interested persons may attend and monitor the open portions of the meeting. In addition, if the meeting is a public hearing, space and facilities must be provided at the anchor location(s) so that interested persons and the public may attend, monitor and participate in the hearing.

4.1.4.3 **Electronic Notice:** Not less than 24 hours' advance public notice, including the agenda, date, time, location, and a description of how the Board Members will be connected to the electronic meeting, will be given for each electronic meeting of the Board by posting a written notice at the principal office of the District (or at the building where the meeting is to be held if no principal office exists) ~~and providing written or electronic notice to at least one newspaper of general circulation in the District and to a local media correspondent,~~ and by posting the notice on the Utah Public Notice Website created under Utah Code Ann. § 63F-1-701. In addition, the notice must be posted at the anchor location (which may be the principal office of the District) and must be provided to all Board Members at least 24 hours before the meeting. These notice requirements are minimum requirements and are not to be construed as precluding such additional postings and notifications as may be directed by the Board.

4.1.4.4 **Budget or Logistical Considerations:** The Chair, or the Vice-Chair in the Chair's absence, may determine, based upon budget or logistical considerations, that it is not in the best interest of the District to hold an electronic meeting, in which event the meeting will not be held as an electronic meeting. The Chair, or the Vice-Chair in the Chair's absence, may also restrict the number of separate electronic connections that are allowed for an **electronic** meeting based on available equipment capacity. The request from a member of the public to

participate in a meeting electronically may be denied by the Chair, or Vice-Chair in the Chair's absence, based on budget, public policy or logistical considerations deemed sufficient by the Chair or Vice-Chair.

- 4.1.4.5 **Electronic Conduct of Meeting:** No action may be taken and no business may be conducted at a meeting of the Board unless a quorum, consisting of a simple majority of the members of the Board, is present. A Board Member who is not physically present may nevertheless participate in the meeting through electronic means and be counted toward the required quorum in accordance with Utah Code Ann. § 52-4-207. Any Board Member participating via electronic means may make, second and vote on all motions and participate in the discussion as though present, except that the Board Member who chairs the meeting must be present at the anchor location. If neither the Chair nor the Vice Chair is physically present at the anchor location (but there is still a quorum) a Board Member who is physically present at the anchor location will preside over the meeting

## **4.2 Public Notice Of Meetings**

- 4.2.1 Annual Schedule: An annual schedule of the regular meetings of the Board shall be posted at all times in a conspicuous place at the Post Office of the District.
- 4.2.2 Regular Meeting Notice: Notice of the date, time, place and agenda for each regular meeting shall be posted at the Post Office of the District not less than 24 hours before the beginning of each meeting.
- 4.2.3 Special Meeting Notice: Where possible, the notice described above in section 4.2.2 shall be given for special meetings; however, when unforeseen circumstances require a special meeting, including but not limited to an emergency meeting, such notice requirements may be disregarded and the best practicable notice given. No special meeting shall be held until a reasonable attempt has been made to notify all Trustees and a majority of such Trustees are contacted and polled and agree to hold such a special meeting.

## **4.3 Conduct Of Meetings**

- 4.3.1 All meetings of the Board shall be conducted according to Robert's Rules of Order when so requested by any member of the Board.
- 4.3.2 Any member of the Board shall have the right to place any matter on the agenda if a reasonable notice is given. The meeting shall follow the agenda unless otherwise agreed.

## **4.4 Quorum**

- 4.4.1 A majority of the actual number of Trustees shall constitute a quorum for the transaction of District business. A concurrence of a majority of the quorum in any

matter within the scope of the duties of the Board of Trustees shall be sufficient for the determination of such matter, except as otherwise required by statute or herein.

#### **4.5 Presumption Of Assent**

- 4.5.1 A Trustee who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered into the minutes of the meeting and unless he shall file his written dissent to such actions with the Secretary or the Chairman of the Board before the adjournment of the meeting. A written statement shall not apply to a Trustee who voted in favor of such action.

#### **4.6 No Proxy**

- 4.6.1 No Trustee may appoint another individual by proxy or otherwise to assume his responsibilities as Trustee.

#### **4.7 Open And Closed Meetings; Actions Taken**

- 4.7.1 Open Meeting: All meetings of the Board, except closed meetings as defined below, shall be open to the public.
- 4.7.2 Closed Meetings:
  - 4.7.2.1 Purposes of Closed Meetings. Closed meetings may be held:
    - 4.7.2.1.1 To discuss the character, professional competence, or physical or mental health of an individual;
    - 4.7.2.1.2 To discuss deployment of security personnel, devices or systems;
    - 4.7.2.1.3 To investigate allegations of criminal misconduct;
    - 4.7.2.1.4 As strategy sessions to discuss collective bargaining;
    - 4.7.2.1.5 As strategy sessions to discuss pending or reasonably imminent litigation;
    - 4.7.2.1.6 As strategy sessions to discuss the purchase/exchange/lease or real property if public discussion would disclose the valuations or would prevent the public body from getting the best possible terms; or
    - 4.7.2.1.7 As strategy sessions to discuss the sale of real property if (a) public discussion would disclose the valuations or would prevent the public body from getting the best possible terms; (b) prior public notice has been given that the property would be offered for sale; and (c) the terms of the sale are publicly disclosed before the sale is approved;
  - 4.7.2.2 Procedures for Calling a Closed Meeting;

4.7.2.2.1 The proposal for a closed meeting must be made in a properly noticed open meeting.

4.7.2.2.2 A quorum must be present at the open meeting.

4.7.2.2.3 The proposal for a closed meeting must be approved by two-thirds of the members present.

4.7.2.2.4 The vote of each member on the proposal must be recorded in the minutes.

4.7.2.2.5 The general reason(s) for the proposed closed meeting must be recorded in the minutes (e.g., to discuss a land purchase).

4.7.2.3 Except as otherwise directed by the Board, participation in closed meetings shall be limited to the Board, the Administrator, and other invited District staff.

4.7.2.4 No resolution, rule, regulation, contract, or appointment shall be approved in a closed meeting.

#### **4.8 Minutes Of Meetings To Be Kept By The Clerk ~~Administrator~~**

4.8.1 Open Meeting: Written minutes shall be kept of all open meetings. Such minutes shall include:

4.8.1.1 The date, time, and place of the meeting;

4.8.1.2 The names of members present and absent:

4.8.1.3 The names of all matters proposed, discussed, or decided, and a record, by individual member, of votes taken;

4.8.1.4 The names of all citizens who appeared and the substance in brief of their testimony;

4.8.1.5 Any other information that any member of the Board requests be entered in the minutes

4.8.2 Closed Meetings:

4.8.2.1 In closed meetings held to discuss the character, professional competence, or physical or mental health of an individual or to discuss deployment of security personnel, devices or systems, the presiding official in the closed meeting shall sign a sworn statement affirming that the sole purpose of the meeting was to discuss the character, professional competence, or physical or mental health of an individual or to discuss deployment of security personnel, devices or systems.

4.8.2.2 In all other closed meetings, detailed minutes or a tape recording shall be taken of the discussions.

## **5.0 INDEMNIFICATION OF EMPLOYEES**

- 5.1** Trustees, officers, and employees of the District shall be indemnified for acts and omissions occurring during the performance of their duties, within the scope of their employment or under color of authority pursuant to the provisions of the Utah Governmental Immunity Act.

## **6.0 ETHICAL CONDUCT**

- 6.1** The purposes of this section are to establish standards of conduct for trustees, officers and employees and to require these persons to disclose actual or potential conflicts of interest between their public duties and their personal interests.

- 6.2** The conduct of District trustees, officers and employees shall be consistent with, among other things and not by way of limitation, the Utah Public Officers' and Employee's Ethics Act, Section 67-16-1 et seq. Utah Code Annotated 1953, as amended; Section 10-6-146; Section 76-8-105, 201, 202, 203 and 402

## **7.0 AUDIT COMPLIANCE**

### **7.1 Cash Management**

- 7.1.1** All funds are to be deposited on a daily basis where possible, or at least every three business days (U.C.A. 51-4-2(2)).

### **7.2 Investments**

- 7.2.1** Investment transactions are to be conducted only with institutions authorized by the Utah Money Management Counsel (U.C.A. 51-7-1 et seq).

- 7.2.2** Funds may not be invested for terms which exceed the anticipated rate of the expenditure of the funds. (U.C.A.51-7-11 (2)).

- 7.2.3** Funds may only be invested in instruments and assets authorized by the Money Management Act (U.C.A. 51-7-11(3)).

- 7.2.4** All securities are to be delivered to an authorized safekeeping custodian within 15 days of the transaction (U.C.A. 51-7-7).

- 7.2.5** Selections of investments shall be made with the exercise of that degree of judgment and care which men of prudence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety for their capital, as well as the probable benefits to be derived. (U.C.A 51-7-14).

- 7.2.6** All public funds invested in deposit instruments should be invested with qualified depositories within Utah, unless national market rates on instruments of similar quality and term significantly exceed those offered by qualified depositories within the state.

### **7.3 Public Debt**

- 7.3.1 The District shall contract no debt in excess of state statute limits and shall not contract revenue debt.

#### **7.4 Other General Compliance**

- 7.4.1 Abandoned Property: Any tangible or intangible property which is presumed abandoned over one year will be submitted to the State Treasurer's Office. The annual abandoned property report (ST-2) will be filed regardless of whether or not the District holds any abandoned property.
- 7.4.2 The District shall provide, annually, its name, telephone number, and address to the telephone directory publisher serving the geographical area within the district.
- 7.4.3 No District officer may employ, appoint, vote for or recommend that appointment or, or supervise a relative, when the salary, wages or compensation of that relative will be paid from Public funds (U.C.A.52-3-1 et seq)

### **8.0 WATER MANAGEMENT**

#### **8.1 Definitions And General Policies**

- 8.1.1 A "Water Allotment" represents up to 20,000 gallons of Culinary Water per month delivered by the District. Water Allotments may be obtained: (a) by purchase from the District, if available; (b) by contributing water to the District under an approved change application to a source approved by the District; or (c) by surrendering a valid Hidden Valley Water Users Association share certificate. Each water share in Hidden Valley Water Users Association or .73 acre feet of contributed water is equivalent to one Water Allotment in the District. Fractional Water Allotments may be converted to whole Water Allotments by selling to or purchasing (as available) from the District a sufficient amount to eliminate the fractional Water Allotment. It is mandatory that the sale of water allotments be restricted to those within the District.
- 8.1.2 A "Water Connection" is an authorized physical connection to the District's water system in order to receive delivery of the Water Allotment(s). Each Water Connection includes a water meter so that water usage may be monitored. A Connection Fee as set forth in the **Current** Fee Schedule is required for each Water Connection.
- 8.1.3 "Culinary Water" is water provided by the District through its distribution system. The District is solely responsible for such Culinary Water. If sufficient water is available under a customer's Water Allotment(s), Culinary Water may be used for irrigation and other purposes.
- 8.1.4 Deleted. N/A
- 8.1.5 "Connection Fee" as used in the **Current** Fee Schedule attached as consists of the approximate average actual cost for physical connection to the main water system, as defined in the recently enacted Impact Fees Act (U.C.A. 11-36-101 et seq.) The Connection Fee set forth in the **Current** Fee Schedule was established and adopted by the District Board of Trustees on July 1, 1997 in accordance with the terms of the Impact Fees Act.

- 8.1.6 "Impact Fee" as used in the **Current** Fee Schedule consists of the payment imposed upon new residents/developers for new development activity necessary for the use of occupants or users. The Impact Fee was established and adopted by the District Board of Trustees on July 1, 1997 in accordance with the terms of the Impact Fees Act (U.C.A. 11-36-101 et seq.) Policy regarding these fees is further described in Section 11.0 of this Manual.

## **8.2 Water Connection And Meter Installation**

- 8.2.1 All culinary connections shall be made directly to District water connections located in easements immediately adjacent to or upon the property receiving the service. Installation of private/irrigation water lines across adjacent lots, building premises, or property owned by others shall not be permitted.
- 8.2.2 All applicants for culinary water connection shall pay the applicable fee, which covers connection, meter set, inspection, and impact fees, as set forth in the **Current** Fee Schedule. The applicant is responsible for specific installation costs in addition to these fees. Applicants for water connections must provide the trench from the District's main line to the applicant's property line in preparation for meter set and inspection, and accomplish installation from the meter to their residence at their own expense.
- 8.2.3 All customers of the District must be metered. All meters must be installed through the ~~"Z"~~ **ASSSD** District. An applicant may request or propose a location for meters; however, the final decision as to the location is in the sole discretion of the District. Fee for installation of the meter(s) shall be as set forth in the **Current** Fee Schedule. If, for any reason, any meter fails, does not register accurate readings, or cannot be read, District personnel may make an estimate of usage based on historical usage and other relevant information and then repair or change out the meter.
- 8.2.4** Each building or unit shall be serviced through its own separate water lines. ~~Two or more buildings or units on the same property may be serviced through a single connection only upon written authorization by the District, which authorization is in the District's sole discretion. One allotment is required for each separate dwelling and is subject to the scheduled impact and hook up fees. Furthermore, property owners must agree to be responsible even after any separation of ownership by sale or otherwise of one or more of the buildings or units until the new owners have signed a new application and new connections have been made at the expense of the owners.~~ Where current property owners service is ~~currently~~ being provided to two or more buildings or units through a single connection, the District may, in its sole discretion, either refuse further service until separate connections have been made or continue to provide service on the condition that the current property owners be responsible for all the payments due the District for each such building or unit and to remain responsible therefore even after any separation of ownership by sale or otherwise of one or more of the buildings or units until the new owners have signed a new application and new connections have been made at the expense of the new owners

- 8.2.5 No individual water supply system shall be used or permitted on any lot or group of lots unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the State Health Department, Engineer and/or County officials. Approval of such a system as installed shall be obtained from such authority. If there exists a state-approved well prior to the inception of this District, that well shall remain in place and usable as long as it continues to meet the above-mentioned requirements.
- 8.2.6 Water usage will be monitored by District personnel and water meter readings collected, recorded and submitted to the District Administrator for billing purposes. Each property owner must allow the District access to its meters, on the premises, and to all other lines and facilities belonging to, and/or operated by, the District that are within the boundaries of the property being serviced by the District **without requiring District employees to gain access through an adjoining property of another.**
- 8.2.7 All water customers shall maintain adequate clearance around their meters to facilitate reading, maintenance, inspection or other required operations of the District in connection therewith. The meter route of access and the meter itself must be free from litter, threat of any animals, overgrown trees, shrubs, weeds, vehicles, etc. The area surrounding the meter must be free from mud and debris washed in and or any other hindrance which may be detrimental to the safety of the employee or obstructive to their ease of access to obtain an accurate reading. Fences placed on the utility easement must have an adequate clearance cutout designed all around the meter(s) to allow access. Gates or chains with or without locks are not permitted as a provision for reasonable access. ASSSD is not responsible for damage to any customers fence, landscaping, structure or vehicle that is obstructing the utility easement while performing emergency work on ASSSD equipment. Customers who are in violation for not being in compliance will receive written warnings and fines will be charged within 30 days if not corrected. Failure to comply shall be just cause for terminating water service to the subject property.

### **8.3 Water Rates**

- 8.3.1 All water customers with improved lots must be metered and shall be charged a basic monthly fee as set forth in the **Current** Fee Schedule. If a customer uses more water than is covered by the customer's Water Allotment(s), the customer shall pay for such additional water in accordance with the additional water usage fees set forth in the **Current** Fee Schedule.
- 8.3.2 All water customers with unimproved lots, either metered or unmetered, shall pay a minimum monthly fee as set forth in the **Current** Fee Schedule.
- 8.3.3 Any customer having more than one share or allotment of water and wishes to keep one allotment after sale of property, will be charged whatever said allotment was being

used as. ie metered water, stand by, or stand by locked meter, standby no meter but activated. Refer to the **Current** Fee Schedule.

#### **8.4 Inspections**

- 8.4.1 Prior to commencing any service. District personnel shall have the right to inspect all plumbing lines, laterals, connections, and related facilities within and upon the premises. If District personnel do not approve of the same, the applicant shall cause each deficiency identified to be corrected at the applicant's sole expense so as to meet the requirements of the District and of any other governmental entity having jurisdiction.
- 8.4.2 All customers have the duty to keep their plumbing, lines, laterals, connections, and related facilities operational and in good repair and shall promptly repair any leaks and defects at their own expense. After service has commenced. District personnel shall have the right to inspect all lines, laterals, connections, related facilities, and reasonably accessible plumbing within and upon the premises with reasonable notice to the customer to ensure that the District's rules and regulations are being complied with and may require that leaks, defects, and/or violations be corrected.

#### **8.5 Septic Systems**

- 8.5.1 Septic systems are not to be installed within a Drinking Water Source Protection Zone or Management Area for any of the District's Ground Water Sources as those terms are defined in R309-113-6 of the Utah Administrative Code (1994). The District is required under these terms to prohibit the installation of any potential contamination source which may discharge into the ground water either within a 2-mile radius or, or within a 15 year ground-water time of travel to, a drinking water wellhead collection area, whichever is applicable. Septic systems are contamination sources which discharge into the ground-water and therefore cannot be allowed in these areas. Unless a special type of septic is used and approved by the county.

#### **8.6 Rented Premises**

- 8.6.1 The owner of leased premises shall be responsible and liable for all water and/or sewer services furnished to the tenants of the owner. Billing for water and sewer services will be sent to the owner. The owner may pass the costs billed on to the tenant or tenants but the owner is responsible for making payment on the billing. A separate billing will be made for each meter the owner has installed.
- 8.6.2 All new applications for service to leased premises shall be made by the owner.
- 8.6.3 ~~As previously agreed with the owner, the existing triplex rental on Lot #501 will be billed for three (3) water allotments against the two (2) water allotments actually owned, due to the density of occupancy. Water usage will be limited to the two allotments. This agreement will be voided when ownership of the triplex changes. All~~ future rentals will be required to have one allotment per occupancy unit.

## **8.7 Applications**

- 8.7.1 Whenever a person desires a meter installation, he shall make a written application to the ~~Clerk Administrator~~, show evidence of having purchased a Water Allotment, and sign an agreement that, among other things, he will be governed by such rules and regulation- as may be prescribed by the District.

## **8.8 Voluntary Discontinuance Of Service**

- 8.8.1 Any customer voluntarily desiring to discontinue water service shall notify the District in writing of such fact prior to the date when such service shall be discontinued.

- 8.8.1 **Amended:** Please see **Current** Fee Schedule

## **8.9 Unauthorized Use Of Water**

- 8.9.1 If any water customer shall permit any person from other premises or any unauthorized person to use or obtain water from his building, premises, or fixtures, whether inside or outside a building, the supply of water may be terminated, after being notified by the District Clerk ~~Administrator~~. A tampering fee as set forth in the **Current** Fee Schedule shall be charged to any person tampering with a District meter. In addition, such a person shall pay for any and all damage to District property.

- 8.9.1 **Amended:** If any person breaks the main water line, that person is fully responsible for the repair.

## **8.10 Penalties**

- 8.10.1 Failure to make the necessary applications, give notice, make payment on the bills rendered, or abide by all the District's rules and regulation shall subject the person to the applicable fees or penalties set forth in the **Current** Fee Schedule.

## **8.11 Billing ( Administrative Policies and Procedures Manual v20OB-I)**

- 8.11.1 All water customers shall be billed monthly. The bill may include a statement for both water and other District services. When such a consolidated statement is furnished, the bill shall show the separate charges due for the respective services furnished; provided however, that all customers shall pay the total sum of the charges contained on said billing.

- 8.11.2 Customers are responsible for water lost through leaks on the customer's side of the meter. Therefore, credits will be issued to customers only for errors in billing.

## **8.12 Delinquent Accounts**

8.12.1 All monthly bills rendered for water service or any other valid charge made by the District shall become past due on the twenty-sixth day of each month. After sixty (60) days, the District shall give notice that the Account is past due and that service may be discontinued without payment in full or appropriate arrangements for payment. All past due accounts are subject to the appropriate monetary penalties set forth in the Fee Schedule.

8.12.2 If delinquency continues to ninety (90) days, water service will be discontinued through the following process: (1) A Delinquency Notice shall be sent by Tracked Mail Notification and TEXT stating that water service will be disconnected within fourteen (14) days from the receipt date, and (2) A final Delinquency Notice of 24-hour service disconnect shall be sent.

8.12.2 **Amendment:** Please see the ~~amendment~~ **Lien Fee in Current** Fee Schedule

### **8.13 Control Of Cross Connection And Backflow**

8.13.1 All connections to the District culinary water system shall conform to the Uniform Plumbing Codes as adopted by the State of Utah and the State of Utah Public Drinking ~~Regulations~~ **Water Rules (UPDWR)** -The purpose is to protect the public potable drinking water supply from contamination or pollution by backflow within the distribution system. Compliance with these minimum safety codes will be considered reasonable vigilance for prevention of contaminants or pollutants which could backflow into the public drinking water system.

#### 8.13.2 Definitions:

Administrator: The individual, hired and elected by our board and authorized by our state, and county, created by law to administer and enforce the provisions of the cross connection control program and/or the plumbing code.

Approved Backflow Assembly: Accepted by the Utah department of health, bureau of drinking water/sanitation, as meeting an applicable specification or as suitable for the proposed use.

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 such as a well, spring, river, stream, harbor, contaminated or polluted used waters or industrial fluids.

Back Pressure: ~~The flow of water under pressure in the potable water supply system lines from any source other than the intended source.~~ **The phenomenon that occurs when the customer's pressure is higher than the supply pressure. This could be caused by an unprotected cross connection between a drinking water supply and a pressurized irrigation connection, a boiler, a pressurized industrial process, elevation differences, air or steam pressure, use of booster pumps or any other source of pressure.**

Backflow prevention assembly: An assembly designed to prevent backflow (Utah Plumbing Code Appendix J, Chapter 10)

Back Siphonage: The flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source other than the intended source, caused by the reduction of pressure in the potable water supply system.

Backflow: ~~The reversal of the normal flow of water caused by either back pressure or back siphonage.~~ The undesirable reversal of flow of water or mixtures of water and other liquids, gasses, or other substances into the distribution pipes of the potable water supply from any source.

Certified Backflow Technician: An individual that has successfully completed a Division of Drinking Water approved backflow certification course with a written and practical examination, and has maintained this certification in accordance with R309-305, Certification Rules for Backflow Technicians.

Consumer/ Customer/ Resident: The owner or operator of a privately or publicly owned plumbing system(s) having a service connection from the public drinking water system.

Containment (Meter or point of connection protection): The practice of installing approved backflow prevention assemblies/devices at the service connection of consumers in order to protect the public water from any backflow from the consumers plumbing.

Contaminate: Any substance introduced into the public drinking water system which creates a threat to the public health; i.e poisoning, pathogenic organisms, etc.

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 in contact with potable water inside a distribution system. This includes any temporary connections, including swing connections, removable sections, four-way plug valves, or other similar plumbing arrangements.

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 and permanently eliminate or potential cross connections within the customer's water 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 actual or potential cross connections cannot be effectively eliminated or controlled at the point of the cross connection (isolation).

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.

Degree of Hazard: Either a pollutant (non-health) or contaminate (health) hazard that may be introduced into the public drinking water system through a cross connection.

Through an evaluation of the consumer's plumbing system, the threat to public health (the degree of hazard) will be determined.

Isolation (Plumbing Code Compliance): The practice of installing approved backflow prevention assemblies/devices at each point of cross connection or system outlet as required by the Plumbing Code as adopted by the State and its amendments.

Pollutant: Any substance introduced into the public drinking water system which does not create a threat to the public health, but which does adversely and unreasonably affect the aesthetic quality of the water.

Public Drinking Water System: A water system that is either publicly or privately owned, that provides water for human consumption and other domestic uses.

Service Connection: The terminal end of the public drinking water system where the water purveyor transfers jurisdiction and sanitary control of the water. If a water meter is present, then the service connection exists at the downstream end of the meter.

Water Purveyor: The public or private owner or responsible party of a public drinking water system.(Ord.91-01, 2-6 1991; amd.1998 Code; Ord. 2020-06,12-16-2020)

- 8.13.3 The District shall be responsible for the protection of the drinking water distribute system from 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. .

The District will accomplish community cross connection containment by installing the approved backflow assembly on the water meter connection at each resident's property line.

The District shall notify all consumers in writing of the need for periodic system surveys. Survey records shall indicate compliance with the state health and safety standards. Selection of an approved backflow prevention assembly shall be determined from the results of the system survey. All such records to be maintained by the District.

- 8.13.4 Each resident's own water lines shall be open for inspection at reasonable times to an authorized representative of the District to determine whether cross connections exist. A resident found to have a hazardous condition will be required to install additional backflow prevention assembly(ies) that are Utah IPC2018 Compliant at his own expense. That resident shall arrange the inspection from a licensed backflow inspector within 10 days of the installation to comply with this ordinance. Subsequently, this resident will be required to have operational tests made at least once per year thereafter at their own expense. In those instances where the Public Water Purveyor deems the hazard to be great,he/she may require certified surveys / inspections and tests at a more frequent interval. All tests shall be made according to the standards set forth by the State Dept. of Environmental Quality, Division of Drinking Water. .

- 8.13.5 Water service to locations found in violation with no plan for correction within 30 days

of notification, shall be discontinued by the District per disconnection procedures described in Section 8.12 of this Manual, or immediately, with notice, if a serious threat to health or safety exists. Restoration of water to that location shall not occur until such defects are corrected and the reconnection fee paid.

- 8.13.6 The building 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 developed length of the consumer's water system. This 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 or assembly in accordance with the adopted Plumbing Code.

Water vacating the drinking water supply must do so by an approved air gap or approved mechanical backflow prevention assembly, properly installed and in accordance with the adopted Plumbing Code.

- 8.13.7 The certified backflow technician, surveyor, or repair person will have the following responsibilities:
- a. Ensure 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 the form approved for such use by the water purveyor within time frames as described by the Division of Drinking Water. Include the list of materials or replacement parts being used on the reports.
  - c. Ensure replacement parts are equal in quality to parts originally supplied by the manufacturer of the assembly being repaired.
  - d. Not to change the design, material, or operational characteristics of the assembly during testing, repair, or maintenance.
  - e. Perform all tests of the mechanical devices or assemblies and be responsible for the competence and accuracy of all tests and reports.
  - f. Ensure his/her license is current and ensure that the testing equipment being used is acceptable to the state of Utah and is in proper operating condition.
  - g. Be equipped with, and be competent to use, all necessary tools, gauges, and other equipment necessary to properly test and maintain backflow prevention assemblies.
  - h. To tag 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 technician's license number must also be on this tag.
  - i. Ensure that no backflow prevention assembly shall be installed so as to create a safety hazard. Example: installed over any electrical panel, steam pipes, boilers, pits, or above ceiling level.

## **8.14 Flood Control**

- 8.14.1 It is the responsibility of residents to preserve existing drainage ditches for the purposes of District drainage and flood control. Specifically, residents must install a culvert any

time an existing roadside drainage ditch is intersected or bridged by construction, and must restore any roadside ditches along the periphery of their lot which may become obscured by construction.

#### **8.15 Prohibited Acts**

8.15.1 No person shall, after water services has been terminated for non-payment or for the violation of the rules and regulations pertaining to the water system of the District, turn on or allow water to be turned on or used without authority from the District.

8.15.2 No person shall destroy, deface, injure, or interfere with the operation of any part, pipe, fixture, appliance, meter or appearance of the District water system.

8.15.3 No person shall place, cause to be placed, or induced into the District water system or any source of water supplying said system, any matter, substance, chemical, or compound source of water supplying said system, compound poisonous to human life or harmful to human health.

8.15.4 No person shall open or uncover any meter box without permission from the District

8.15.5 No person shall tamper with a locked water meter. A resident found to have cut, damaged or tampered with lock will pay a \$200.00 fine

#### **8.16 District Liability For Damages**

8.16.1 The District shall not be held liable for damages to any water customer by reason of stoppage or interruption of the water supply caused by scarcity of water, accidents to works or mains, alterations or repairs. ~~or from other unavoidable causes.~~

8.16.2 The district shall not be held liable for damages to booster pumps, waterlines or any other equipment installed by property owners within their property line.

8.16.3 The ASSSD District will make an attempt to notify customers in advance of any interruption in service due to scheduled repairs, or other causes, but will not be held responsible if those attempts fail due to transmission errors. In emergency conditions, or when notification is not practical, service may be interrupted without warning for indefinite periods of time.

### **9.0 PURCHASING**

#### **9.1 Scope**

9.1.1 This section shall, except where otherwise noted, govern the acquisition of real or personal property ,supplies or services, and disposal or property, whether real or personal, by the District.

9.1.2 No purchase shall be made and no encumbrances shall be incurred for the benefit of the

District except as provided in this Chapter

- 9.1.3 No purchase shall be made and no encumbrance shall be incurred unless funds sufficient to cover the purchase or encumbrance have been budgeted and are available within the approved budget or unless the purchase or encumbrance is approved by the Board at a regular Board meeting.

## **9.2 Chief Procurement Officer:**

- 9.2.1 Designation: The ~~Treasurer~~ ~~Administrator~~ shall act as and is herein designated to be the Chief Procurement Officer (CPO) of the District with Board approval.
- 9.2.2 The ~~Treasurer~~ ~~Administrator~~ is hereby the authorized officer charged with the responsibility of staying within the budget and authorizing no expenditures in excess of said budget as required by Utah Fiscal Procedures Act for Special Districts.

## **9.3 Purchasing And Contracting Procedures:**

- 9.3.1 A purchase of goods and services for greater than \$10,000.00 requires the solicitation of price quotations from enough prospective vendors or suppliers to reasonably ensure that the District received the best price. Such bids in excess of \$10,000 shall be in writing.
- 9.3.1A Amendment : ~~Amounts per Washington County Ordinance 2021-1184-O~~ Any item costing ~~over \$500.00~~ **between \$5,000.00 and \$9,999.00** must be decided on in a meeting. Anything Under **\$5,000.00**, can be made by the dept. head or discussed in a meeting or a phone call to the chairman **without complying with bidding procedures**. Emergency items are to be handled at the time of the emergency, then phone call the chairman and discuss it at the next meeting or at an emergency meeting.
- 9.3.2 Whenever the total service of a contract or purchase exceeds \$10,000 the contract shall be awarded through competitive bidding or proposal process.
- 9.3.3 Funds designated for the purchase of goods or services under a particular budget line item may not be used for the purchase of goods or services under a different budget line item without the prior approval of the CPO.
- 9.3.4 All purchases shall be reported to the Board of Trustees for review at the next regular Board meeting.
- 9.3.5 **Bond Construction Fund and Other Capital Fund Expenditures:**
  - 9.3.5.1 Projects shall be submitted to the Board of Trustees for authorization of funding.
  - 9.3.5.2 Construction Change Orders of 15% or less may be approved by the CPO and submitted to the Board for review at its next regular Board meeting.
  - 9.3.5.3 Construction Change Orders exceeding 15% shall be submitted to the Board of

Trustees for approval.

- 9.3.5.4 Upon completion of each project, a final summary of costs shall be submitted to the Board for review.
- 9.3.5.6 Other Expenditures or Fund Transfers: All other expenditures or fund transfers shall be submitted to the Board of Trustees for review.
- 9.3.5.7 The Board may waive the above requirements at such time as the public good justifies such action and shall not be prohibited by the terms of this section from awarding contracts or purchase orders without advertisement or other solicitation if the item to be procured is a brand-name type product which can be procured from only one source. No contract or purchase order in excess of \$5,000.00 may be awarded for such brand-name type of product without the review of the Board.
- 9.3.5.8 An official copy of each awarded purchase order or contract, together with all necessary attachments, including assignments, shall be retained by the ~~Administrator~~ Clerk in an appropriate file open to the public for such period of time after termination of the contract as an action against the District might ensue under applicable statutes of limitations. After such a period of time, purchase orders, contracts and attachments may be destroyed by the direction of the Administrator.

#### **9.4 Emergency Procurements**

- 9.4.1 Notwithstanding any of the provisions of these rules and regulations, when there exists a threat to public health, welfare, or safety under emergency conditions, the CPO may make or authorize others to make emergency procurements; provided that emergency procurements shall be made with as much competition as practicable under the circumstances.
- 9.4.2 A written determination of the basis for the emergency and the selection of the particular contractor shall be included in the contract file.

#### **9.5 Exceptions To Competitive Bidding**

- 9.5.1 Contracts which by their nature are not adapted to award by competitive bidding, such contracts for the services of individuals possessing a high degree of professional skill, where the ability or the fitness of the individual plays an important part, shall not require competitive bids.
- 9.5.2 Products for services currently defined and contracted for open purchase by the State of Utah shall not require competitive bids.

## 10.0 RECORDS MANAGEMENT

**10.1 General Purpose** Angell Springs Special Service District (hereinafter referred to as "District"), adopts this policy to establish guidelines for open government information recognizing the need to maintain and preserve accurate records, provide public access to public records and preserve the right of privacy of personal data collected or received by the District.

### 10.2 District Policy

10.2.1 In adopting this policy, the District recognizes the enactment of Government Records Access and Management Act (U.S.A. 63-2-101 et seq) and the application of that act to the District records (See Appendix RI). The purpose of these policies is to conform to Section 63-2-701 which provides that each political subdivision may adopt an ordinance or a policy relating to information practices including classification, designation, access, denials, segregation, appeals, management, retention and amendment of records. The intent of this policy is to provide modification to the general provision of State law, where allowed, to best meet the public needs, operation, management capabilities and resources of the District.

### 10.3 Compliance With State Law

10.3.1 In adopting the policy, the District recognized the following section of the Government Records Access and Management Act applies to the District and adopt by reference these provisions as part of this policy. Any inconsistency or conflict between this policy and the following reference statutes shall be governed by this statute.

#### 10.3.1.1 General Provisions

|          |                                             |
|----------|---------------------------------------------|
| 63-2-101 | Short title                                 |
| 63-2-102 | Legislative intent                          |
| 63-2-103 | Definitions                                 |
| 63-2-104 | Administrative Procedure Act not applicable |
| 63-2-105 | Confidentiality agreements                  |

#### 10.3.1.2 Access to Records

|          |                                                        |
|----------|--------------------------------------------------------|
| 63-2-201 | Right to inspect records and receive copies of records |
| 63-2-202 | Access to private, controlled and protected documents  |
| 63-2-205 | Denials                                                |
| 63-2-206 | Sharing records                                        |

#### 10.3.1.3 Classification

|          |                                       |
|----------|---------------------------------------|
| 63-2-301 |                                       |
| 63-2-302 |                                       |
| 63-2-303 | Records that must be disclosed        |
| 63-2-304 | Private records                       |
| 63-2-305 | Controlled records                    |
| 63-2-306 | Protected records                     |
| 63-2-307 | Procedure to determine classification |
| 63-2-308 | Segregation of records                |
| 63-2-309 | Business confidentiality claims       |

63-2-3  
08

10.3.1.4 Appeals

10.3.1.5 State Records Committee

10.3.1.6 Accuracy of Records

63-2-601 Rights of individuals on whom data is maintain

63-2-602 Disclosure to subject of records - Context of use 63-2-602

Request to amend

10.3.1.7 Applicability to Political Subdivisions

63-2-701 Ordinance in compliance with chapter

10.3.1.8 Remedies

63-2-801

63-2-802

63-2-803

63-2-804

Criminal penalties

Injunction - Attorneys' Fees

No liability for certain decisions of a governmental entity

Disciplinary action

10.3.1.9 Archives and Records Service

63-2-904 Records declared property of the State - Disposition

10.3.1.10 Other

63-30-10.6 Attorney's fee for records request

## 10.4 Definitions

10.4.1 As used in this ordinance, the following definitions shall be applicable.

10.4.1.1 "Act" shall refer to Government Records Access & Management Act (U.C.A. 63-2-1, et seq.)

10.4.1.2 "District" shall refer to Angell Springs Special Service District, or any public or private entity which pursuant to contract with the District has agreed to produce and maintain public District records.

10.4.1.3 "Computer software program" means the series of instructions or statements that permit the functioning of a computer system in a manner designed to provide storage, retrieval, and manipulation of data from the computer system, and any associated documentation, manuals, or other source material explaining how to operate the software program. "Software" does not include the original data or record which is manipulated by the software.

10.4.1.4 "Controlled" records shall be those defined as controlled under the provisions of the Act

- 10.4.1.5 "Data" shall refer to individual entries (for example, birth date, address, etc.) in records.
- 10.4.1.6 "Dispose" means to destroy, or render irretrievable or illegible, a record of the information contained in it by any physical, electronic, or other means, including unauthorized deletion or erasure of electronically recorded audio, visual, non-written formats, data processing or other records
- 10.4.1.7 "Non-public" records shall refer to those records defined as private, controlled, or protected under the provisions of the Act.
- 10.4.1.8 "Private" records shall refer to those records classified as private under provisions of the Act.
- 10.4.1.9 "Protected" records shall refer to those records which have not been classified as nonpublic in accordance with the provisions of the Act.
- 10.4.1.10 "Record" means all books, letters, documents, papers, maps, plans, photographs, films, cards, tapes, recordings, or other documentary materials, and electronic data regardless of physical form or characteristics, prepared, owned, used, received or retained by the District where all the information in the original is reproducible by some mechanical, electronic, photographic or other means.
- 10.4.1.11 "Record" does not mean temporary drafts of similar materials prepared for the originator's personal use or prepared by the originator for the personal use of a person for whom he is working; materials that are legally owned by an individual in his private capacity; materials to which access is limited by the laws of copyrights or patent; junk mail or commercial publications received by the District or by an officer or employee of the District proprietary computer software programs as defined in subsection 10.4.3 above that are developed or purchased by or for the District for its own use.

## **10.5 Public Right To Records**

- 10.5.1 Members of the public shall have to right to see, review, examine and take copies, in any format maintained by the District, of all District governmental records defined as "public" under the provisions of this Policy, upon the payment of the lawful fee and pursuant to the provisions of this Policy and the Act.
- 10.5.2 The District has no obligation to create a record series in response to a request from a member of the public, if the record requested is not otherwise regularly maintained or kept.
- 10.5.3 When a record is temporarily held by a custodial District agency; pursuant to that custodial agency's statutory functions, such as records storage, investigation, litigation or audit, the record shall not be considered a record of the custodial agency for the purposes of this Policy. The record shall be considered a record of the District and any requests for access to such records shall be directed to the

District, rather than the custodial agency, pursuant to these procedures.

#### **10.6 Public, Private, Controlled And Protected Records**

- 10.6.1 Public records shall be those District records as defined in the Act. Public records shall be made available to any person. All District records are considered public unless they are (1) expressly designated, classified, or defined otherwise by the District in accordance with policies and procedures established by this Policy, (2) are so designated, classified or defined by the Act, or (3) are made non-public by other applicable law.
- 10.6.2 Private records shall be those District records classified as “private”, as defined in the Act and as designated classified, or defined in procedures established pursuant to this Policy. Private records shall be made available to the following persons: The subject of the record, the parent or legal guardian of a minor who is the subject of the record, the legal guardian of an incapacitated individual who is the subject of the record, any person who has power of attorney or a notarized release form the subject of the record of his legal representative, or any person possessed of or serving a legislative subpoena or a court order issued by a court of competent jurisdiction.
- 10.6.3 Controlled records shall be those District records classified as “controlled” as defined in the Act and as designated, classified, defined in procedures established in this Policy. Controlled records shall be made available to a physician, psychologist, or licensed social worker who submits a notarized release form the subject of the record or any person presenting a legislative subpoena or a court order signed by a judge of competent jurisdiction.
- 10.6.4 Protected records shall be those District records classified as “protected”, as defined in the Act and as designated, classified or defined in procedures established in this Policy. Protected records shall be made available to the person who submitted the information in the record, to a person who has power of attorney or notarized release from any persons or governmental entities whose interests are protected by the classification of the record, or to any person presenting a legislative subpoena or a court order regarding the release of the information and signed by a judge or competent jurisdiction.

#### **10.7 Privacy Rights**

- 10.7.1 The District recognizes and upholds the personal right of privacy retained by persons who may be the subject of governmental records.
- 10.7.2 The District may, as determined appropriate by the Administrator, notify the subject of a record that a request for access to the subject’s record has been made.
- 10.7.3 The District may require that the requester of records provide a written release,

notarized within thirty (30) days before the request, from the subject of the records in question before access to such records is provided.

## **10.8 Designation, Classification And Retention**

- 10.8.1 All District records and record series, of any format, shall be designated, classified and scheduled for retention according to the provisions of the Act and this Policy. Any records or record series generated in the future shall also be so designated, classified and scheduled for retention. Records designation classification and scheduling for retention shall be conducted under the supervision of the District Records Officer.

## **10.9 Procedures For Records Request**

- 10.9.1 Under circumstances in which a District is not able to immediately respond to a records request, the requester shall fill out and present to the District a written request on forms provided by the District. The date and time of the request shall be noted on the written request form and all time frames provided under this Policy shall commence from that time and date. Requesters of non-public information shall adequately identify themselves and their status prior to receiving access to non-public records.
- 10.9.2 The District may respond to a request for a record by approving the request and providing the records, denying the request or such other appropriate response as may be established by policies.
- 10.9.3.1 In most circumstances and expecting those eventualities set out below, the District shall respond to a written request for a public record within ten business days after that request.
- 10.9.3.2 Extraordinary circumstances shall justify the District's failure to respond to a written request for a public record within ten business days and shall extend the time for response thereto that time reasonably necessary to respond to the request, as determined by the District Administrator. Extraordinary circumstances shall include but not be limited to the following:
- 10.9.3.2.1 Some other governmental entity is currently and actively using the record.
- 10.9.3.2.2 The record requested is for either a voluminous quantity of records or requires the District to review a large number of records or perform extensive research to locate the materials requested;
- 10.9.3.2.3 The District is currently processing either a large number of record requests and/or is subject to extraordinary seasonal work loads in the processing of other work;
- 10.9.3.2.4 The request involves an analysis of legal issues to determine the proper

response to the request.

10.9.3.2.5 The request involves extensive editing to separate public data in a record from that which is not public; or

10.9.3.2.6 Providing the information request required compute programming or other format manipulation.

10.9.3.3 When a record request cannot be responded to within the (10) days, the District Admin. shall give the requester an estimate of the time required to respond to the request.

10.9.4 The failure or inability of the District to respond to a request for a record within the time frames set out herein, or the District's denial of such a request, shall give the requester the right to appeal as provided in subsection 10.11

## **10.10 Fees**

10.10.1 Applicable fees for processing of information requests under this Policy shall generally be set at actual costs or as otherwise established by policies adopted under this Policy. The District will charge the following fees for requests relating to the Act

10.10.1.1 Reviewing a record to determine whether it is subject to disclosure - No Charge

10.10.1.2 Inspection of record by requesting person No Charge

10.10.1.3 Copy Fees (for District prepared copies) \$1.00 / page  
(including overhead and time of District staff in preparation of information request, with a minimum of \$5.00)

10.10.1.4 Computer Disk - Actual Cost

10.10.1.5 Other Forms including Maps Actual Cost  
(including overhead and time of District staff or outside consultant in preparation of information request, with a minimum of \$1.00 per page)

10.10.1.6 Miscellaneous Fees ...  
(same as 9.6.10.5 above)

## **10.11 Appeal Process**

10.11.1 Any person aggrieved by the District's denial or claim of extraordinary circumstances may appeal the determination within 30 days after notice of the District's action to the District Administrator by filing a written notice of appeal. The notice of appeal shall contain the petitioner's name, address, phone number, relief sought and if petitioner desires, a short statement of the facts, reasons and legal authority for the appeal.

- 10.11.2 If the appeal involves a record that is subject to business confidentiality or affects the privacy rights of an individual, the District Administrator may send a notice of the requester's appeal to the affected person.
- 10.11.3 The District Administrator shall make a determination on the appeal within 10 days after receipt of the appeal. During the 30 day period the District Administrator may schedule an informal hearing or request any additional information deemed necessary to make a determination. The District Administrator shall send written notice to all participants providing the reasons for the District's Administrator's determination.
- 10.11.4 In addition, if the District Administrator affirms the denial in whole or in part, the denial shall include a statement that the requester has a right to appeal the denial to the District's Board of Trustees within thirty days at the next scheduled meeting.
- 10.11.5 The person may file a written notice of appeal to the Board of Trustees to be heard at the next scheduled meeting of the Board. If there is no meeting scheduled in the next thirty days the Board of Trustees shall schedule a meeting for the purpose of hearing the appeal. The final decision of the Board of Trustees shall be my majority vote of a quorum of the Board. The Board shall prepare a written decision outlining their final determination and reasons for the final determination.
- 10.11.6 If the Board of Trustees affirms the denial, in whole or in part, the person may petition for judicial review in district court as provided in U.C.A. 63-2-404.

## **10.12 Reasonable Accommodation**

- 10.12.1 Reasonable accommodations regarding access to governmental records shall be provided to persons with disabilities in accordance with the Americans with Disabilities Act upon request of the applicant.

## **10.13 Records Amendments**

- 10.13.1 Government records held by the District may be amended or corrected as needed. Requests for amendments, corrections, or other changes shall be made in writing to the District having custody of the records and setting forth, with specificity, the amendment or correction requested. When an amendment or correction of a government record is made, only the amended or corrected record shall be retained, unless provided otherwise by the Act or other State or Federal law.

## **10.14 Penalties**

- 10.14.1 District employees who knowingly refuse to permit access to records in accordance with the Act and this Policy, who knowingly permit access to non-public records, or who knowingly, without authorization or legal authority,

dispose of, alter, or remove records or allow other persons to do so in violation of the provisions of the Act, this Policy or other law or regulation may be subject to criminal prosecution and disciplinary action, including termination.

- 10.14.2 In accordance with the Act, neither the District nor any of its officers or employees shall be liable for damages resulting from the release of a record where the requester presented evidence of authority to obtain the record, even if it may be subsequently determined that the requester had no such authority.

#### **10.15 Records Officer**

- 10.15.1 The District Records Officer shall be the ~~Clerk -District Administrator~~. The Records Officer shall oversee and coordinate records access, management and archives activities. The Records Officer shall make annual reports of records services activities to the Board of Trustees.

#### **10.16 Records Maintenance**

- 10.16.1 Records maintenance procedures shall be developed to ensure that due care is taken to maintain and preserve District records safely and accurately over the long term. The Records Officer shall be responsible for monitoring the application and use of technical processes in the creation, duplication and disposal of District records. He/she shall monitor compliance with required standards of quality, permanence, and admissibility pertaining to the creation, use and maintenance of records.
- 10.16.2 All District records shall remain the property of the District unless federal or state legal authority provides otherwise. Property rights to District records may not be permanently transferred from the District to any private individual or entity, including those legally disposable obsolete District records. This prohibition does not include the providing of copies of District records produced for release or distribution under this chapter.
- 10.16.3 Custodians of any District records shall, at the expiration of their terms of office, appointment or employment, deliver custody and control of all records kept or received by them to their successors, supervisors, or the District Records Officer.

#### **10.17 Series Classifications**

- 10.17.1 To be determined at a later date by resolution.

### **11.0 IMPACT FEES POLICY**

#### **11.1 Purpose**

- 11.1.1 The Impact Fees Policy is promulgated pursuant to the requirements of the Impact Fees Act, Utah Code Ann. 11-36-101 through 11-36-401. In the event of a conflict between the Impact Fees Policy and a provision of the Act applicable to the District, including subsequent amendments, the Act shall control.

## 11.2 Definitions

11.2.1 Words and phrases that are defined in the Act shall have the same definition in the Impact Fees Policy. The following words and phrases shall have the following meanings:

- (a) (J)"Capital facilities plan" means the plan required by 11-36-201 of the Act as provided in Section 4 of the Impact Fees Policy.
- (b) "Developer" means any person or entity desiring to be engaged in development activity.
- (c) "Development activity" means any construction or expansion of a building, structure or use, any change in use of a building or structure, or any change in the use of land that creates additional demand and need for public facilities.
- (d) "Development approval" means any written authorization from the District that authorizes the commencement of development activity including, but not limited to, letters of availability for water and/or sewer service.
- (e) "Hookup fees" means reasonable fees, not in excess of the approximate average costs to the District for services provided for and directly attributable to the connection to utility services provided by the District.
- (f) "Impact fee" means a payment of money imposed upon development activity as a condition of development approval. "Impact fee" does not include a tax, a special assessment, a hookup fee, a fee for project improvements, or any other reasonable permit or application fee.
- (g) "Project improvements" means site improvements and facilities that are planned and designed to provide service for development resulting from a development activity and are necessary for the use and convenience of the occupants or users of the development resulting from a development activity. "Project improvements" do not include "system improvements."
- (h) "Proportionate share" of the cost of public facility improvements means an amount that is roughly proportionate and reasonably related to the service demands and needs of a development activity.
- (i) "Service area" refers to a geographic area designated by the District on the basis of sound planning or engineering principles in which a defined set of the District's public facilities provide service. The District may be divided into several areas or a service area may include the entire District. Unless specifically indicated otherwise, "service area" shall refer to the entire District.
- (j) "System improvements" refers both to existing public facilities designed to

provide services to the District's service area(s) at large and to future public facilities identified in a capital facilities plan adopted by the District that are intended to provide services to the District's service area(s) at large. "System improvements" do not include "project improvements."

### **11.3 Impact Fees**

- 11.3.1 Assessment of Impact Fees. Whenever a customer receives either a new connection or an enlarged connection into the District's water system and/or the District's sewage collection system, or otherwise engages in development activity, appropriate fees and charges will be assessed, as set forth in the District's **Current Fee Schedule** ~~in Addendum A~~.
- 11.3.2 Public Facilities. The District supplies water and may collect and dispose of sewage. For the cost of "public facilities" owned or operated by or on behalf of the District to qualify for inclusion in the District's impact fees, those facilities must have a life expectancy of ten or more years and may consist of water rights, water supply, treatment and distribution facilities, and/or wastewater collection and treatment facilities.
- 11.3.3 Enactment of Impact Fees. The Board of Trustees of the District may from time to time, by resolution, enact or modify impact fees that do not exceed the highest fees justified by the impact fee analysis under Section 10.4 in accordance with the procedure and requirements of the Act and this Chapter.
  - 11.3.3.1 Elements. In calculating the impact fees, the District may include the construction contract price, land acquisition costs, costs of improvements, materials costs, the cost of fixtures, fees for planning, surveying, and engineering services provided for and directly related to the construction of system improvements, and debt service charges if the District might use impact fees as a revenue stream to pay principal and interest on bonds or other obligations to finance the cost of system improvements.
  - 11.3.3.2 Notice and Hearing. Before approving the resolution, the District will hold a public hearing and make a copy of the resolution available to the public at least fourteen (14) days before the date of the hearing, all in conformity with the requirements of Utah Code Ann. 17A-1-203. After the public hearing, the Board of Trustees may adopt the impact fee resolution as proposed; amend the impact fee resolution and adopt or reject it as amended; or reject the resolution.
  - 11.3.3.3 Contents of the Resolution. The resolution adopting or modifying an impact fee will contain such details and elements as deemed appropriate by the Board of Trustees, including a designation of the service area or service areas within which the impact fee is to be calculated and imposed. The resolution will include (i) a schedule of impact fees for each type of development activity specifying the amount of the impact fee to be imposed for each type of system improvement or (ii) the formula to be used by the District in calculating each impact fee, or both.

- 11.3.4 Adjustments. The resolution will specifically state that the standard impact fee may be adjusted at the time the fee is charged in response to unusual circumstances in specific cases and to insure that impact fees are imposed fairly. Even if that provision is missing from the resolution, the District shall have the right, power and authority to adjust impact fees in response to unusual individual circumstances to achieve fairness. By way of illustration, but not limitation, the impact fee may be adjusted, under appropriate circumstances, based upon studies and data submitted by the developer. Furthermore, as provided in Subsection 10.5.1, low income housing and other development activities with broad public purposes may be exempted by the Board of Trustee, in whole or in part, from impact fees. Where such an exemption is granted, one or more sources of funds other than impact fees may be identified to offset impact fees attributable to that development activity.
- 11.3.4.1 Previously Incurred Costs. To the extent that new growth and development will be served by previously constructed improvements, the District's impact fee may include public facility costs previously incurred by the District. Where such is the case, the resolution should make specific reference to the cost of previously constructed improvements being included in the impact fee. Should, however, such reference not be included in the resolution, and should part of the impact fee be based upon such previously incurred costs, this provision shall be deemed to be incorporated in the resolution in satisfaction of any requirement of the Act that the resolution make specific reference to the imposition of an impact fee for previously incurred public facility costs.
- 11.3.4.2 Developer Credits. A developer may be allowed a credit against impact fees for any dedication of land for, improvement to, or new construction of system improvements provided by the developer provided that those public facilities provided by the developer are (i) identified in the District's capital facilities plan and (ii) required by the District as a condition of approving the development activity. Otherwise, no credit may be allowed.
- 11.3.5 Impact Fees Accounting. The District will establish separate interest bearing ledger accounts for each type of public facility for which an impact fee promulgated in accordance with the requirements of the Impact Fees Policy is collected. Impact fee receipts are to be deposited in the appropriate ledger account. Interest earned on each fund or account is to be retained in that fund or account.
- 11.3.5.1 Ledger Account Types. The District directly or indirectly operates water supply facilities and sewage collection, transportation and treatment facilities. The District will maintain one or more appropriate ledger accounts and make appropriate expenditures from each account.
- 11.3.5.2 Reporting. At the end of each fiscal year, the District shall prepare a report on each fund or account generally showing the source and amount of all monies collected, earned and received by the fund or account and each expenditure from

the fund or account.

- 11.3.5.3 Impact Fee Expenditures. The District may expend impact fees covered by the Impact Fees Policy only for system improvements that are (i) public facilities identified in the District's capital facilities plan and (ii) of the specific public facility type for which the fee was collected.
- 11.3.5.4 Time of Expenditure. Impact fees adopted under the requirements of the Impact Fees Policy are to be either expended or encumbered for a permissible use within six years of the receipt of those funds by the District. Unless the Board of Trustees otherwise directs, for purposes of this calculation, the first funds received shall be deemed to be the first funds expended.
- 11.3.5.5 Extension of Time. The District may hold fees for longer than six years if it identifies in writing (i) an extraordinary and compelling reason why the fees should be held longer than six years and (ii) an absolute date by which the fees will be expended.
- 11.3.5.6 Refunds. The District shall refund any impact fees paid by a developer, plus interest actually earned, when (i) the developer does not proceed with the development activity and files a written request for a refund; (ii) the fees have not been spent or encumbered; and (iii) no impact has resulted. An impact which would preclude a developer from being entitled to receive a refund from the District may include any impact reasonably identified by the District, including, but not limited to, the District having sized facilities and/or paid for, installed and/or caused the installation of facilities based, in whole or in part, upon the developer's planned development activity even though that capacity may, at some future time, be utilized by another development.
- 11.3.6 Contractual Fees. To the extent allowed by law, the Board of Trustees may, by contract, agree to impact fees and other fees different from those set forth in the District's **Current** Fee Schedule. Those changes may, at the discretion of the Trustees, include reductions in impact fees and the assessment of an area benefit payback fee, all or part of which may be reimbursed to the developer who installed improvements that service land that is connecting into the District's system(s).
- 11.3.7 Additional Fees and Costs. The impact fees set forth in the District's **Current** Fee Schedule are separate from and in addition to service fees and other fees and charges lawfully imposed by the District, such as the fee for the preliminary engineering report, the fee for the design report, any area benefit payback fee (which may be itemized as part of the impact fee), and other fees and costs that may not be included as itemized component parts of the **Current** Impact fee schedule. In charging any such fees as a condition of development approval, the District recognizes that the fees must be a reasonable charge for the service provided. Certain fees, such as area benefit payback fees, may be mandated by contractual arrangements entered into by the District prior to the effective date of the Act. The District does not view the Act as affecting contractual obligations and

commitments and the District will continue to collect and remit such fees as provided in any such contract.

11.3.8 Fees Effective at Time of Payment. Unless the District is otherwise bound by a contractual requirement, the impact fee shall be determined from the **Current** Fee Schedule in effect at the time of payment and shall not be determined at the time a request for an estimate is received by the District. There shall be no guarantee that any quoted fee, whether oral or in writing, will be in effect when the developer or the prospective customer actually makes the impact fee payment. If a developer or prospective customer desires to hold the rate quoted by the District, payment must be made at that time.

11.3.9 Imposition of Additional Fee After Development. Should any developer undertake development activities such that the ultimate impact of the development activity on the District is not revealed to the District through inadvertence, neglect, a change in plans, or any other cause whatsoever, and/or the impact fee is not initially charged against all units or the total density within the development, the District shall be entitled to charge an additional impact fee to the developer or other appropriate person covering the density for which an impact fee was not previously paid, including buildings/lots which have already been connected to the District's water and/or sewer lines.

#### **11.4 Capital Facilities Plan**

11.4.1 Preparation of Plan. The District shall prepare a capital facilities plan under the direction of the District Engineer. The plan shall identify (i) demands placed upon existing public facilities by new development and (ii) the proposed means by which the District will meet those demands. In preparing the plan, the District will generally consider all revenue sources available to finance the impact of development on system improvements. The District may impose impact fees on development activities only if the District's plan for financing system improvements establishes that impact fees are necessary to achieve an equitable allocation of costs, past, present and future, in comparison to benefits previously received and yet to be received. Benefits may include more than actual service, for land may be benefited by having service reasonably available, though not used, and may benefit in other ways as reasonably determined by the District.

11.4.2 Public Hearing. The District shall hold a public hearing to receive comment on the capital facilities plan and provide public notice of the hearing in accordance with the requirements of Utah Code Ann. 17 A-1-203. A copy of the plan must be made available to the public at least fourteen (14) days before the date of the public hearing. After the public hearing, the Board of Trustees may adopt the plan as proposed, amend the plan and adopt or reject it as amended, or reject the plan.

11.4.3 Written Analysis. The District shall prepare a written analysis of each impact fee adopted or modified under the requirements of the Impact Fees Policy that identifies the impacts on system improvements required by development activity; demonstrates how those impacts on system improvements are reasonably related to the development activity; estimates the proportionate share of the costs of impacts on system improvements that are reasonably related to new development

activity; and identifies how the impact fee was calculated.

- 11.4.4 Elements. The analysis may contain such elements as deemed relevant by the District. To the extent applicable and available, the analysis will identify the following: (i) the cost of existing public facilities; (ii) the manner of financing those facilities; (iii) the relative extent to which newly developed properties and other properties have already contributed to the cost of existing public facilities; (iv) the relative extent to which newly developed properties and other properties will contribute to the cost of existing public facilities in the future; (v) the extent, if any, to which newly developed properties are entitled to a credit because the District is requiring the developer, by contractual arrangement or otherwise, to provide common facilities inside or outside the proposed development that have been provided by the District and financed through general taxation or other means, apart from user charges, in other parts of the District; (vi) any extraordinary costs in servicing the newly developed property; and (vii) the time-price differential that may be inherent in comparisons of amounts paid at different times.

#### **11.5 Fee Exceptions And Adjustments**

- 11.5.1 Waiver for "Public Purpose"<sup>\*1</sup>. All or any part of any impact fee, and similar and related fees and charges (hereinafter "fees" in this Section 10.5) may be waived or reduced for those projects which are deemed to serve a beneficial public purpose that would be harmed by the District requiring full payment of such fees, such as low income housing projects.
- 11.5.2 Procedures. Applications for exceptions are to be filed with the District at the time the applicant first requests the extension of service to the applicant's development or property.
- 11.5.3 Amendment or Waiver of Fees. The ~~Treasure District Administrator~~ is authorized to reduce or waive fees on public or non-profit or other projects deemed to serve a beneficial public purpose, provided that no waiver or reduction of fees may total more than \$2,000.00 on any one development without Board approval.
- 11.5.4 Existing Connections. Existing connections will be exempt from impact fees to the extent of the existing, authorized use, provided that the connection has been active and a water bill has been paid within the past three years. Nothing contained in the Impact Fees Policy shall preclude or restrict the District's ability to impose special assessments against benefited property owners to cover the cost of moving or replacing water or sewer lines and/or facilities in accordance with the provisions and requirements of state law.
- #### **11.6 Extra-Territorial Service**
- 11.6.1 The District shall impose such restrictions and requirements on the provision of services by the District outside of its boundaries as the Board of Trustees may deem expedient and appropriate, on a case by case basis.

## 11.7 Appeal Procedure

- 11.7.1 Application. This appeal procedure applies both to challenges to the legality of impact fees and similar and related fees of the District and to the interpretation and/or application of those fees. By way of illustration, in addition to the legality of the Impact **fee in Current** Fee Schedule, determinations of the density of a development activity or calculation of the amount of the impact fee due will also be subject to this appeal procedure.
- 11.7.2 Declaratory Judgment Action. Any person or entity residing in or owning property within the District and any organization, association or corporation representing the interests of persons or entities owning property within the District, may file a declaratory judgment action challenging the validity of an impact fee only after having first exhausted their administrative remedies. A person or entity who fails to comply with the administrative remedies of this Section 7 may not file or join in an action challenging the validity or application of any impact fee of the District.
- 11.7.3 Request for Information. Any person or entity required to pay an impact fee may file a written request for information with the District. The District will provide the person or entity with any written impact fee analysis and other relevant information relating to the impact fee within two weeks after receipt of the request for information.
- 11.7.4 Appeal Before Payment of the Impact Fee. Any affected or potentially affected person or entity, who wishes to challenge an impact fee, even though that person or entity has not yet paid the fee, may file a written request for information and proceed under the District's appeal procedure.
- 11.7.5 Appeal After Payment of the Impact Fee. Any person or entity who has paid an impact fee and wishes to challenge the fee shall, within thirty (30) days after having paid the fee, file a written request for information and proceed under the District's appeal procedure. If a written request for information or challenge is not filed with the District within thirty (30) days after the date of payment of the impact fee, the person or entity may neither process an administrative appeal with the District nor seek judicial relief.
- 11.7.6 Appeal to District ~~Administrator~~. Any developer, landowner or other affected party may appeal any impact fee decision or calculation of the District Engineer or any other employee of the District to the District ~~Administrator~~, provided that the affected party does so in writing within thirty (30) days after the action or decision to which the appeal relates. Should the affected party fail to file a written appeal with the District within the said thirty (30) day period, the affected party may not thereafter process an administrative appeal with the District or seek judicial relief.
- 11.7.6.1 Determination by the District ~~Administrator~~. If the District ~~Administrator~~ determines the appeal to be moot, the District ~~Administrator~~ will then declare, which declaration shall be the equivalent of denying the appeal. An appeal is moot where the matter complained of has been completed and cannot, without extreme difficulty, be reversed. The District ~~Administrator~~ may, but shall not be required to,

declare a "stay" to be in effect respecting any matter appealed to him/her, provided that the matter has not already become moot, while the appeal is pending before the District Administrator. In reviewing any such appeal, the District Administrator shall affirm the decision or action of the affected District employee, reverse that decision or action, or make any other decision in response to the appeal which is deemed to be appropriate by the District Administrator in accordance with the District's policies and procedures and any applicable law, rule or regulation.

11.7.6.2 Time of Decision. The administrative appeals process must be completed no later than thirty (30) days after the written challenge is filed with the District. To that end, the District Administrator will issue a decision within ten days after the filing of the written challenge.

11.7.7 Appeal to the Board. Any developer, landowner or affected party desiring to challenge the legality of any impact fee or related fee or exaction may appeal directly to the Board of Trustees by filing a written challenge with the District, provided that the affected party does so in writing within thirty (30) days after the action or decision to which the appeal relates. If no written challenge is filed with the District within the said thirty (30) day period, the affected party may neither process an administrative appeal with the District nor seek judicial relief. Any impact fee decision of the District Administrator may also be appealed to the Board of Trustees by any developer, owner or other affected party by filing a written notice of such appeal at the District's Office within five (5) working days after the decision to which the appeal relates was provided to the affected party. Any party who fails to appeal a decision of the District Administrator to the Board of Trustees within the said five (5) working day time period shall be deemed to have waived its right to further appeal the decision and to have waived its right to seek judicial redress, having not completed or concluded the District's administrative appeal process.

11.7.7.1 Hearing. An informal evidentiary hearing will be held not sooner than five (5) nor more than twenty-five (25) days after the written appeal to the Board is filed.

11.7.7.2 Decision. After the conclusion of the informal evidentiary hearing, the Trustees, by majority vote, shall reverse, affirm or take any other action with respect to the challenge or appeal as the Board of Trustees deems to be appropriate in light of the District's policies and procedures and any applicable law, rule or regulation. The decision of the Board of Trustees may include the establishment or calculation of the impact fee applicable to the development activity. Any impact fee set by the Trustees may be the same as or higher or lower than that being appealed provided that it shall not be higher than the maximum allowed under the District's lawful impact fee rate or formula which either is in existence on the effective date of the Act or is promulgated under the Impact Fees Policy, as appropriate. The decision of the Board will be issued within thirty (30) days after the date the written challenge was filed with the District as mandated by Utah Code Ann. 11-36-40 I(4)(b). In light of that statutorily mandated time restriction, the

District shall not be required to provide more than three (3) working days prior notice of the time, date and location of the evidentiary hearing and the inconvenience of the hearing shall not serve as a basis of appeal of the District's final determination.

- 11.7.8 Denial Due to Passage of Time. Should the District, for any reason, fail to issue a final decision on a written challenge to an impact fee, its calculation or application, within thirty (30) days after the filing of that challenge with the District, the challenge shall be deemed to have been denied and any affected party to the proceedings may seek appropriate judicial relief from such denial.
- 11.7.9 Judicial Review. Within ninety (90) days of a final District decision upholding an impact fee, its calculation or application, or within one hundred twenty (120) days after the written challenge to the impact fee, its calculation or application, was filed with the District, whichever is earlier, any party to the administrative action who is adversely affected by the District's final decision may petition the District Court for a review of the decision.
- 11.7.10 Record of Proceedings. After having been served with a copy of the pleadings initiating the District Court review, the District shall submit to the Court the record of the proceedings before the District, including minutes, findings, orders and, if available, a true and correct transcript of any proceedings. If the District is able to provide a record of the proceedings, the District Court's review is limited, by Utah Code Ann. 11-36-40(5)(c) to the record and the Court may not accept or consider evidence outside of the record of proceedings before the District unless the evidence was offered to the District and improperly excluded in the proceedings before the District. If the record is inadequate, however, the Court may call witnesses and take evidence. The Court is to affirm the District's decision if the decision is supported by substantial evidence in the record.

## **12.0 RULES OF CONSTRUCTION OF RESOLUTIONS AND AMENDMENTS**

- 12.1 The singular number includes the plural.
- 12.2 Words used in the present tense include the future.
- 12.3 Words used in the masculine gender comprehend, as well, the feminine and neuter.
- 12.4 The word "person" includes bodies politic and any individual, partnership, association, corporation or group of individuals, however styled or designated.

## **13.0 CONFLICTS AND INVALIDITY CLAUSE:**

- 13.1 If any provision, paragraph, word, section, or chapter hereof is invalidated by any court of competent jurisdiction or by any state or federal statute, the remaining provisions, paragraphs, words, sections, and chapters hereof shall not be affected and shall continue in full force and effect.

**Adopted, as amended, by the Angell Springs Special Service District Board of Trustees  
on October, 28, 2023**