
Re: Public Comments Form - Rachelle Johnson

1 message

Rachelle Johnson <noreply@jotform.com>
Reply-To: rachelle.fyg@gmail.com
To: public-comments@sgcity.org

Mon, Jun 8, 2026 at 12:10 PM



Public Comments Form

Name	Rachelle Johnson
Email	[REDACTED]
Phone Number	[REDACTED]
Address	[REDACTED]
Public Comment(s)	<p>Hello, I am a resident at a home directly off George Washington Boulevard, near the Summit gym. I have had an issue sleeping at night due to cars racing down this road. Sometimes it shakes the walls due to the high speeds and the noise of the racing can be incredibly loud. In addition, residents (both children and adults) run across the road here to access the trail but there is no crosswalk. The lack of crosswalk and high speeds can be dangerous for many reasons. It would be ideal to get some type of stoplight to break up the speeding on George Washington Boulevard or a crosswalk/stop sign for residential safety.</p>

Formal Public Comment Submission

To: Mayor Michele Randall and Members of the St. George City Council

Regarding: Municipal Utility Coercion, Administrative Identity Fraud, and Debt Extortion

Elected Officials of St. George,

My name is Jennifer Wilson. I am a resident of St. George, a verified physical disability recipient on SSDI, and I am medically dependent on life-sustaining breathing equipment. Because my disabilities physically prevent me from standing at the podium today, I have requested this reading as a mandatory reasonable accommodation under Title II of the Americans with Disabilities Act. I am demanding that this Council immediately review the predatory, unauthorized collection practices occurring inside the St. George Utility Department under your explicit oversight.

On May 4, 2026, I applied to activate electricity for my home. During that process, utility staff discovered an unnotified historical balance from 2013. The city's newly provided records prove my actual final utility consumption was allegedly a mere \$89.96, which the department manually inflated to a closed ledger balance of \$336.64 by cross-contaminating my file with an unrelated property transfer. Yet, despite having actual, verbal notice that I require a life-saving breathing machine to survive, the utility department held my physical safety hostage until I paid an upfront ransom of \$915.00—unilaterally inventing an extra, unauthorized \$578.36 corporate markup. I paid this total immediately under extreme physical duress and documented the coercion in writing directly afterwards.

Following the formal closure of GRAMA Request 26-3180 on June 8, 2026, the city's legal defense has completely collapsed into written proof of systemic identity fraud and catastrophic data mixing:

1. **The city's newly provided internal system ledgers explicitly prove they extorted nearly a thousand dollars from me over an account that carries a balance of exactly zero dollars.** To justify their \$915 collection demand, the utility department dug up an old, short-term account from a temporary residence on Summit Ridge Drive that shows an official total due of \$0.00. They further filled my file with a 2016 application belonging to a completely different individual born in 1988—thirteen years younger than my actual age—proving a catastrophic mixing of consumer profiles.
2. **An internal note log dated May 20, 2026, explicitly confesses that the city's legacy database cannot even be accessed, and that a clerk manually 'created' a ledger** after I filed my records request to retroactively match the money they extorted from me.

3. **The newly provided collection contract with American Management Services proves the 40% markup extorted from me was a private corporate commission rate.** The city has zero legislative authority under Utah Code 10-3-717 to pass its private vendor costs onto a utility bill, as this 40% fee is completely absent from the city's published Consolidated Fee Schedule.
4. **The city's own software tracking notes from 2012 prove a total failure of due process.** The system explicitly documents multiple entries reading 'Statement Returned... Attempted Not Known,' proving the city maintained actual knowledge that no notices were ever received. Furthermore, an entry from April 2013 notes 'Defaulted and skipped, moved to CA,' proving the city knew my family resided under California jurisdiction, where this debt legally died nine years ago in 2017 under California's strict 4-year statute of limitations pursuant to Utah's Borrowing Statute.
5. **The City Recorder completely failed to produce any written internal standard operating procedures or training guidelines regarding medical vulnerability.** The department merely provided a blank medical handout, exposing that it operates an absolute utility monopoly with zero documented administrative safeguards to protect residents on life-support equipment.

The Assistant City Attorney has placed a signed letter into your archives defending the practice of cutting off life-support equipment to collect un-auditable, un-codified 13-year-old trash fees belonging to completely different properties. This is not law enforcement; it is administrative extortion against a disabled constituent.

My formal Notice of Claim was served on May 11th, and a high-priority complaint is actively logged with the Utah State Auditor. I am calling on this Council to fulfill its statutory duties: order an immediate independent audit into the utility billing department, return my extorted funds in full, and place a permanent medical safety hold on my power meter.

Thank you.



St. George, UT

Account Billing History Report

Wilson, Jennifer

Service Address: [REDACTED]

Parcel Number: 16558

Date	Packet Number	Arrears	Services Billed	Deposit Billed	Contract Billed	AMP Adjustment	Deposit Return	E. A. Return	Total Due	Metered Service Analysis						
										Service Code-Descript.	Consump.	Charge	Days	Tax -----	Read Date/Reading-----	
5/22/2026	UBPKT62198	0.00	46.13	0.00	75.00	0.00	0.00	0.00	121.13	100 - ELECTRIC	254	28.10	10	1.10	5/14/2026	5,339
										300 - SEWER	0	7.69	10	0.00		0
										400 - GARBAGE	0	4.81	10	0.00		0
										700 - DRAINAGE	0	2.26	10	0.00		0
										750 - FLOOD CONTROL /	0	0.48	10	0.00		0
										800 - FRANCHISE FEE	0	1.69	10	0.00		0
Totals for [REDACTED]:			46.13	0.00	75.00	0.00	0.00	0.00			254	45.03		1.10		

Wilson, Jennifer

Service Address: [REDACTED]

Parcel Number: 30318

Date	Packet Number	Arrears	Services Billed	Deposit Billed	Contract Billed	AMP Adjustment	Deposit Return	E. A. Return	Total Due	Metered Service Analysis				
										Service Code-Descript.	Consump.	Charge	Days	Tax -----Read Date/Reading-----
10/20/2018	ZUS-CONV CREI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Totals for [REDACTED]:			0.00	0.00	0.00	0.00	0.00	0.00		0	0.00		0.00	

Wilson, Jennifer

Service Address: [REDACTED]
 Parcel Number: 31562

Date	Packet Number	Arrears	Services Billed	Deposit Billed	Contract Billed	AMP Adjustment	Deposit Return	E. A. Return	Total Due	Metered Service Analysis					
										Service Code-Descript.	Consump.	Charge	Days	Tax	Read Date/Reading
6/20/2013	CNV-CONA_06/	0.00	-336.64	0.00	0.00	0.00	0.00	0.00	-336.64						
3/7/2013	CNV-BILL_03/0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200 - WATER	1,460	22.47	22	0.00	2/26/2013 162,745
										300 - SEWER	0	8.39	22	0.00	0
										400 - GARBAGE	0	8.64	22	0.00	0
										700 - DRAINAGE	0	1.18	22	0.00	0
										750 - FLOOD CONTROL /	0	1.18	22	0.00	0
										900 - WCWCD SURCHAR	0	1.37	22	0.00	0
2/11/2013	CNV-BILL_02/1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200 - WATER	6,080	23.31	32	0.00	2/4/2013 162,599
										300 - SEWER	0	10.68	32	0.00	0
										400 - GARBAGE	0	11.00	32	0.00	0
										700 - DRAINAGE	0	1.50	32	0.00	0
										750 - FLOOD CONTROL /	0	1.50	32	0.00	0
										900 - WCWCD SURCHAR	0	1.75	32	0.00	0
1/10/2013	CNV-BILL_01/1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200 - WATER	4,540	22.47	31	0.00	1/3/2013 161,991
										300 - SEWER	0	10.68	31	0.00	0
										400 - GARBAGE	0	11.00	31	0.00	0
										700 - DRAINAGE	0	1.50	31	0.00	0
										750 - FLOOD CONTROL /	0	1.50	31	0.00	0
										900 - WCWCD SURCHAR	0	1.75	31	0.00	0
1/1/2013	ZUS-CONV BAL	0.00	284.73	0.00	0.00	0.00	0.00	0.00	284.73			284.73			
	Totals for 80-240232-02:		-51.91	0.00	0.00	0.00	0.00	0.00				12,080	89.96	0.00	

Service Code Summary

Service Code-Descript.	Consumption	Charge	Tax
100 - ELECTRIC	254	29.20	1.10
200 - WATER	12,080	68.25	0.00
300 - SEWER	0	37.44	0.00
400 - GARBAGE	0	35.45	0.00
700 - DRAINAGE	0	6.44	0.00
750 - FLOOD CONTROL AUTHORITY	0	4.66	0.00
800 - FRANCHISE FEE	0	1.69	0.00
900 - WCWCD SURCHARGE	0	4.87	0.00
Total	12,334	188.00	1.10

Exhibit B - Internal Software Notes Log

UB Account [REDACTED]

Balance: \$0.00

Created Date	Created By	Subject	Description
9/12/09	semistodal	Conversion Note	ADDRESS CHANGE PO
6/25/09	semistodal	Conversion Note	ADDRESS CHANGE PO
10/25/09	shoekuchi	Conversion Note	JOH QOT CALLED OUT FOR LOW WATER PRESSURE SHE SAID CUSTOMER HAS A LEAK ON HER SIDE OF METER SHE LEFT THEM A MESSAGE
1/23/09	andyflem	Conversion Note	"APR 2011"
12/14/08	dora.navas	Conversion Note	I TRANSFERRED \$111.68 FROM CLOSED ACCT [REDACTED]
1/23/09	teresa.johson	Conversion Note	"APR 2011"
3/25/09	teresa.johson	Conversion Note	"APR 2011-DELETED AND SKIPPED. MOVED TO CA
4/11/09	teresa.johson	Conversion Note	SENT COLLECTION LETTER TODAY DUE 10/13 TO 190 SAN LUCAS DR IN PITTSBURG CA
9/26/08	IRINDA	ADDITIONAL RACHEL	ADDITION RACHEL WITH THIS ACCOUNT (SHARON REQUEST JENNIFER PAID IN FULL PER AMS 95456 THE CITY HAS A PROGRAM CHANGE FROM INCODE 2 TO INCODE 19 ON 10/13/08 INCODE 5 CANNOT BE ACCESSSED AT THIS TIME. I DID CREATE AN ACCOUNT LEADER ON CLOSED ACCOUNT [REDACTED] AND I FOUND THE AMS REFERRAL SPREADSHEET WITH THE SMALL INTEREST THAT THE CITY CHARGES BEFORE IT GET REFERRED TO AMS. JENNIFER PAID \$2,000 IN 2007 SO THE STATUS OF HER STATUS STARTED AGAIN IN 2011. THE STATUS OF HER LIMITATIONS USE YEARS BUT THIS IS BASED ON NOT BEING ABLE TO USE. HOWEVER IT DOES NOT STOP FROM COLLECTING FINES. I WAS ABLE TO GET A COPY OF HER APPLICATION. PROVIDING ALMY FINDINGS TO RACHEL.

UB Account [REDACTED]

Balance: \$121.13

Created Date	Created By	Subject	Description
6/4/08	EMILY WADSWORTH	SAMEDAY	JENNIFER CALLED IN STATED THAT SHE SUBMITTED SIM ZIP AND THEN HER SERVICES WERE TURNED OFF. SHE SUBMITTED AN ONLINE APR 21 1 18 PM ON 6/26 AND SERVICES WERE SHUT OFF PER OUR REQUEST. SHORTLY AFTER I SENT OVER SAME DAY FOLS AND SHE STATED SHE ACCEPTED BUT IT SEEMED SHE'DY PLACE SHE HAD ALREADY SUBMITTED AN APP. I EVENT OVER HOW PHONE APPR WORKS AND SHE STATED IT WAS FINE. WHILE PROCESSING APP I FOUND OUT SHE SAID AMS KNEW HER OLD ADDRESS AND SHE HAD NO INSTRUCTION SAYING THAT THE OLD ADDRESS WAS ONLY GIVE POWER. LET HER KNOW IT WAS ALSO WITH SEVER & DAMAGE SHE PAID AND THEN GAVE US A CALL. BACK CRYSTAL. DONT DO TO GROUP WHAT WE STPM
5/30/08	RACHEL LITTLEFIELD	INFO	I SENT THE EMAIL TO CRYSTAL AND WICK SO THEY WERE AWARE OF THE ISSUE. SALEY HANDLED THIS PER OUR POLICY THE APPLICATION HAD A REQUEST CONNECTION DATE OF 3/1 AND WAS SUBMITTED AFTER 12 THE DAY OF DISCONNECT PER OUR CITY POLICY A PERSON CAN NOT BENEFIT FROM SERVICE WHILE OWING THE CITY MONEY
5/11/08	MADDIE FLORES	PHONE NOTES	JENNIFER CALLED RE HER ACCOUNT # MF

US Account [REDACTED]

Account Status: 1118 E Summit Ridge Dr, Georgia (775475)

Balance: \$0.00

Created Date	Created By	Subject	Description
11/18/2012	sharon.hisco	Conversion Note	XIN 2181
11/17/2012	sharon.hisco	Conversion Note	XIN 2181
11/15/2012	sharon.hisco	Conversion Note	STMF RETD FROM 1118 E SUMMIT RIDGE DR IN SGA ATTEMPTED NOT DOWN
11/16/2012	sharon.hisco	Conversion Note	XIN 2181
12/14/2012	sharon.hisco	Conversion Note	1 TRANSFERRED \$111.00 TO ACTIVE ACCT [REDACTED]

Navigation: Add | Edit | Delete | Collapse All

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- History
- Documents

AMERICAN MANAGEMENT SERVICES, INC.

St. George Office P.O. Box 910431 St. George, UT 84791 Telephone (435)688-8443 Toll Free (435)688-8443 Fax (435)688-8423

CLIENT AGREEMENT

This agreement made and entered into this 18 day of May, 2000 by and between American Management Services, Inc., hereinafter referred to as "AMS" and City of St. George hereinafter called "Client".

RECITALS

WHEREAS: Client desires to submit to AMS for collection past due accounts, loans, and open accounts hereinafter referred to as "claims" or "accounts" respectively, and AMS desires to provide Client with collection services with respect to said claims and accounts.

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, It is mutually agreed by and between the parties as follows:

1. Client agrees to employ AMS and AMS agrees to accept and use its best reasonable business efforts to collect all claims assigned by Client. The activities of AMS shall be carried out utilizing proper and lawful means in compliance with all applicable federal, state and local laws including Public Law 95-109 (Fair Debt Collection Practices Act), and the rules and regulations of the Utah Collection Agency Board & The American Collectors Association. AMS shall at all times maintain a business like and professional approach to all debtors keeping in mind the image and reputation of Client.

2. Client hereby warrants that all claims forwarded to AMS will be valid and legally enforceable claims and that the names and amounts listed are correct to the best of the Clients knowledge and belief. Client also agrees to provide additional verification of any claim or judgement when requested by AMS.

3. AMS will not file suit without the express consent of the Client. The Client agrees that if legal action is undertaken to recover his claims, that Client will undertake all reasonable efforts to assist AMS including providing evidence and witness where required. With his consent Client authorizes AMS to retain an attorney.

4. AMS shall keep in effect all bonds required by the Utah Collection Agency Licensing Act and the bylaws of the American Collectors Association (ACA). AMS also agrees to deal only with other bonded members of the ACA as required.

5. This agreement may be canceled by either party upon a 30 day written notice.

6. Our fee schedule is as follows:

- A. 30 - 90 day accounts will be charged 23%.
- B. 90 - 120 day accounts will be charged 23%.
- C. Over 120 day accounts will be charged 23%.
- D. Legal accounts will be charged 50%.
- E. Forwarded accounts will be charged 50%.
- F. Skip tracing charges will be subject to each individual account.
- G. All canceled accounts will be charged a \$20.00 set-up fee.

7. All payments made to AMS shall be deposited immediately in a separate trust account in a Federally Insured Commercial Bank. AMS shall remit to Client all sums recovered less its commission as hereinafter described to be paid by the 15th day of the month following the month in which payment was received by AMS. On all non-certified funds received there is a 10 day hold on those monies to insure proper payment to Client.

8. Client agrees to report within five (5) days all payments made directly to Client for accounts assigned to AMS for recovery. Such reports are called "Direct Payments" and shall contain the name of the debtor, account number, gross amount of payment received, method of payment, and date received. The Client also agrees to promptly report all bankruptcy notices, and any and all material communication from the debtor or any representative of the debtor.

9. This agreement constitutes authority for AMS to receive payment in cash, check, or money order or other negotiable instrument and additionally constitutes authority and power of attorney to endorse the same on behalf of Client.

10. Client reserves the right to withdraw any account which has been assigned for collection, provided the account is not in the process of collection. A claim is deemed to be in the process of collection if:

- A. Within six (6) months immediately preceding the demand for withdrawal, a payment has been received thereon by either Client or AMS.
- B. AMS has obtained from the debtor a promise of payment on the account.
- C. Suit has been filed on the account or the account has been reduced to a judgement.
- D. The account has been forwarded to a collection agency out of AMS' service area for collection.
- E. Payment of the account is assured because of an ascertained future event, such as payment of dividends in a bankruptcy proceeding, probate of an estate, assigned for benefit of creditors, or similar events.

11. For good cause shown. Client may withdraw, at the sole election of Client, any claim, the assignment of which is detrimental to the interest of Client, providing however that Client agrees to pay AMS all out of pocket expenses, and providing further, that claims withdrawn under the terms of this subparagraph will not be reassigned to another third party, for the purpose of attempting recovery thereof.

12. Client agrees to indemnify and hold AMS harmless from and against any liability arising from errors, omission, or unlawful acts by the Client or Client's employees. AMS agrees to indemnify and hold Client harmless from and against any liability arising from errors, omissions, or unlawful acts by AMS or AMS' employees.

14. This agreement shall be binding on the heirs, legal representatives, successors and assigns above written. Any changes to this agreement must be done in writing with the signatures of all parties.

FOR VALUABLE CONSIDERATION, the undersigned does hereby sell, transfer, assign and set over unto AMS (Our)(My) claim and demand against all debtors assigned together with all my rights title and interest herein and the demand represented thereby, and all rights of action accrued or to accrue thereon; and hereby grant unto said assigned, full power to sue for, collect, reassign, or in any other manner enforce collection hereof, in its own name.

The possibility exists in every lawsuit filed that the Defendant may choose to bring a third-party action against the assignor directly for breach of contract, negligence or other wrong doing which the Defendant feels has been committed by the assignor. If such separate actions are brought against Client by Defendant, AMS will not be responsible for defending such actions or for legal fees related thereto or for damages awarded by a court pursuant thereto and the Client will hold AMS harmless therefrom. Also, AMS reserves the right to dismiss any legal action commenced in pursuit of a Client's claim against a Defendant if AMS deems it to be in the best interest of AMS or in the interest of equity and justice to dismiss the same after a lawsuit has begun and to return said account to the Client.

CLIENT

SIGNATURE: 

NAME: Philip R. Peterson

TITLE: Finance Director

AMERICAN MANAGEMENT SERVICES, INC.

NAME: 

APPROVED AS TO FORM AND CONTENT:

Ronald L. Reed

ADDRESS: 175 E 200 N

CITY STATE ZIP: St George UT 84770

PHONE: 435-634-5800

FAX: 435-674-4269

AMERICAN MANAGEMENT SERVICES, INC.

St. George Office P.O. Box 910431 St. George, UT 84791 Telephone (435)688-8443 Toll Free (435)688-8443 Fax (435)688-8423

\$20.00 CHECK AGREEMENT

1. This agreement constitutes a Contract whereby AMS agrees to perform certain check recovery services on a fee basis. AMS is hereby authorized as agent to endorse for deposit and collection such consumer paper made payable to Client that may be received for payment on listed checks. The activities of AMS shall be carried out utilizing proper and lawful means in compliance with all applicable federal, state and local laws including Public Law 95-109 (Fair Debt Collection Practices Act), and the rules and regulations of the Utah Collection Agency Board & The American Collectors Association. AMS shall at all times maintain a business like and professional approach to all debtors keeping in mind the image and reputation of the Client.

2. AMS will attempt collection of face value of check and the designated service charge. When the check and service charge is paid, either to AMS or Client, Client will receive the face value of the check. AMS will be entitled to a collection fee of **\$20.00**.

3. AMS, upon receipt of any dishonored check, will acknowledge such check and mail the acknowledgment to the client.

4. AMS will not file suit without the express consent of the Client. The Client agrees that if legal action is undertaken to recover his claims, that Client will undertake all reasonable efforts to assist AMS including providing evidence and witness where required. Client also authorizes AMS to retain an attorney. All attorney fees collected will be retained by the attorney.

5. AMS shall keep in effect all bonds required by the Utah Collection Agency Licensing Act and the bylaws of the American Collectors Association (ACA). AMS also agrees to deal only with other bonded members of the ACA as required.

6. This agreement may be canceled by either party upon a 30 day written notice.

7. All payments made to AMS shall be deposited immediately in a separate trust account in a Federally Insured Commercial Bank. AMS shall remit to Client all sums recovered less its fees as hereinafter described to be paid by the 15th day of the month following the month in which payment was received by AMS. On all non-certified funds received there is a 10 day hold on those monies to insure proper payment to Client. If after AMS has received and remitted payment to client and the debtor's check is returned unpaid, client agrees to reimburse AMS for any amount paid.

8. Client agrees to report within five (5) days all payments made directly to Client for checks assigned to AMS for recovery. Such reports are called "Direct Payments" and shall contain the name of the debtor, account number, gross amount of payment received, method of payment, and date received. The AMS fees will be due from the client on all Direct Payments. The Client also agrees to promptly report all bankruptcy notices, and any and all material communication from the debtor or any representative of the debtor.

9. Client reserves the right to withdraw any check within five (5) days of notification. After the five (5) day window Client may withdraw the check with a \$7.00 processing fee being assessed if the check is not in the process of being in collection. Client may withdraw any check which is in the process of collection with the full \$20.00 collection fee. A check is deemed to be in the process of collection if:

- A. Within six (6) months immediately preceding the demand for withdrawal, a payment has been received thereon by either Client or AMS.
- B. AMS has obtained from the debtor a promise of payment on the account.
- C. Suit has been filed on the account or the account has been reduced to a judgement.
- D. The account has been forwarded to a collection agency out of AMS' service area for collection.
- E. Payment of the account is assured because of an ascertained future event, such as payment of dividends in a bankruptcy proceeding, probate of an estate, assigned for benefit of creditors.

10. This agreement constitutes authority for AMS to receive payment in cash, check, or money order or other negotiable instrument and additionally constitutes authority and power of attorney to endorse the same on behalf of Client.

11. For good cause shown. Client may withdraw, at the sole election of Client, any claim, the assignment of which is detrimental to the interest of Client, providing however that Client agrees to pay AMS all out of pocket expenses, and providing further, that claims withdrawn under the terms of this subparagraph will not be reassigned to another third party, for the purpose of attempting recovery thereof.

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Client Name: City of St. George Office Phone: 634-5800

Address: 175 E 200 N Fax: 674-4269

City, State, Zip: St George UT 84770 Date: May 18, 2000

CLIENT
SIGNATURE: [Signature]
NAME: Philip R. Peterow
TITLE: Finance Director

AMERICAN MANAGEMENT SERVICES, INC.
NAME: [Signature]
APPROVED AS TO FORM AND CONTENT:
Ronald L. Reed

AMERICAN MANAGEMENT SERVICES, INC.

Legal Addendum

This addendum made this 23rd day of February, 2009 by and between American Management Services Inc., hereinafter called AMS and City of St. George, hereinafter called CLIENT.

RECITALS

WHEREAS: Client desires AMS to provide management for delinquent accounts. In this process it is sometimes necessary to file suit. To simplify the process and save you and your staff time and effort we will no longer be sending you individual "Suit Authorizations". We will however, continue to litigate any account that is suit worthy. It is our goal to either get payment in full without suit or have the proper documents to obtain a judgment, and the significant assets to attach that judgment, and ultimately get you your money.

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, it is mutually agreed by and between the parties as follows;

AMS will review each account and begin the legal process on all approved accounts 60 days from assignment date, unless client notifies AMS in writing to do otherwise. Client authorizes AMS to retain an attorney. Any court cost, service fees, or attorney fees will be paid by AMS. All attorney fees collected will be retained by the attorney, any court cost and service fees paid by the debtor will be forwarded to AMS

AMS and Client agree that this addendum is an addition to all existing contracts currently in force.

AMS and Client agree that all commissions and terms expressed in the existing contracts remain in force regarding the mentioned accounts.

CLIENT: City of St. George
SIGNATURE: [Signature]
NAME: Tiffany M. LaJoice
TITLE: City Treasurer
ADDRESS: 175 E 200 N
CITY, ST., ZIP: St George UT 84770

DATE: February 27, 2009
PHONE: 435-627-4702
FAX: 435-627-4731
E-MAIL: tiffany.lajoice@sgcity.org
CONTACT: Judy 627-4742
Diana 627-4744

AMERICAN MANAGEMENT SERVICES
SIGNATURE: [Signature]

DATE: 2/23/09

AMERICAN MANAGEMENT SERVICES

THE AMS ADVANTAGE:

"We collect with Integrity, Responsibility, and YOUR Reputation in Mind!"**Legal Addendum**

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AMS and Client agree that all commissions and terms expressed in the existing contracts remain in force regarding the mentioned accounts.

CLIENT: City of St. George

DATE: February 27, 2009

SIGNATURE: Tiffany M. LaJoice

PHONE: 435-627-4702

NAME: Tiffany M. LaJoice

FAX: 435-627-4731

TITLE: City TreasurerE-MAIL: tiffany.lajoice@sgcity.orgADDRESS: 175 E 200 NCONTACT: Judy 627-4742
Diana 627-4744CITY, ST., ZIP: St George UT 84770

AMERICAN MANAGEMENT SERVICES

SIGNATURE: [Signature]DATE: 2/23/09

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SUBJECT: Billing Policy & Procedures/Utilities

POLICY NO: 10.87

APPROVED BY: City Council & City Manager

EFFECTIVE DATE: 08/19/1988 (revised 03/1990, 08/1998, 06/2001, 05/2006, 02/2008, 01/2009, 09/2011, 07/2014, 01/2017, 06/2017, 11/2018, 05/2020, 07/2021, 02/2024, and 10/2025)

METHOD OF APPROVAL: Water & Energy Services Board/Staff recommended to City Council

POLICY: It shall be the policy of the City of St. George to adhere to the billing procedures and charge for products and services at the rates as outlined herein.

PURPOSE AND OBJECTIVE: To ensure proper payment is made by all Water and Energy Services customers and to ensure all customers are charged fairly and equitably for products and services received.

PROCEDURES AND RESPONSIBILITIES:

This policy outlines the procedures for disconnection of utility services for non-payment as well as charges related to late payments and shutoff notices. The policy also outlines the various fees for work done by the department for customers.

Late Charges:

Late charges will be applied automatically by computer at the rate specified in the Utility Rate Schedule available on City of St. George website. Past due amounts are credited on a priority basis as partial payments are received. The computer assumes delinquent amounts must be paid before current charges. Late fees may be adjusted by Customer Service Representatives or Billing Personnel if:

1. The customer has a **valid** reason why the bill was paid late such as the following:
 - a. Medical emergency, death in the family, mailed payment (forgetfulness is not a valid reason).AND
 - b. The late fee is \$25.00 or lessAND
 - c. The customer has **paid on time for the last 12 months** (excluding the payment for which the waiver is being requested)
2. The adjustment note to the billing department should reflect the answer to the above three criteria and should also be initialed by the Customer Service Representative making the adjustment.
3. A customer is allowed only one late fee adjustment during a 12-month period.

4. If the late fee exceeds \$25.00 or if the late fee waiver is denied and the customer still feels it should be reversed, refer the customer to the Utility Manager or Finance Director.

In relation to the above procedure, if a customer is disputing an electric or water bill and requests further investigation, they should be advised to pay the bill by the due date to avoid late charges. If an adjustment is made, they will receive a credit to their account. An exception may be made if it is obvious that an adjustment needs to be made (such as a residential bill for \$10,000) then the customer may be advised to hold their payment until the adjustment is made.

Delinquent Accounts:

The first notice is printed on the utility bill when one month's balance is delinquent in addition to the current month. The notice reads:

Delinquent Notice

THIS ACCOUNT IS NOT CURRENT. TO PREVENT SERVICE INTERRUPTION, REMIT THE ENTIRE PAST DUE AMOUNT BY 4:30 PM ON XX/XX/XXXX. FAILURE TO SUBMIT PAYMENT WILL RESULT IN A \$XX.XX CHARGE, AND SERVICE SHUTOFF PROCEEDINGS BEING INITIATED.

IF YOU HAVE ALREADY PAID, PLEASE DISREGARD THIS NOTICE.

A final shutoff notice is mailed approximately seven (7) business days before the shutoff date. The customer is billed the mailing shut off notice fee for the processing and mailing of the final shutoff notice per the rate schedule. The notice reads:

Shutoff Notice

SERVICES WILL BE SHUTOFF ON XX/XX/XXXX. FEES WILL BE ADDED FOR SHUTOFF PROCESSING. TO AVOID DISCONNECTION, **THE ENTIRE PAST DUE** MUST BE RECEIVED BY 4:30 PM ON XX/XX/XXXX (NO CHECKS ACCEPTED).

IF PAYMENT IS NOT RECEIVED BY THE DATE AND TIME NOTED ABOVE, THE ENTIRE ACCOUNT BALANCE MUST BE PAID BEFORE SERVICES ARE RESTORED. YOU HAVE THE RIGHT TO APPEAL THE SHUTOFF IF YOU FEEL THE BILLING IS UNJUST OR THERE IS NOT GOOD CAUSE FOR A SHUTOFF, WITHIN 3 DAYS OF THIS NOTICE.

The delinquent and disconnect fees are listed in Attachment A.

If the customer does not respond to the notices, service will be discontinued if full payment of the delinquent amount is not received by the cut-off date stated on the bill. This means received, not mailed, promised, intended, etc. Checks will not be accepted from a customer if the customer is in a shutoff status

due to non-payment. Shutoff status includes the customer being notified their account is scheduled for disconnection due to non-payment; or the account is listed on a shutoff list; or the customer is making a payment towards a payment arrangement agreement established in lieu of being shutoff. Under these situations, acceptable payments are in the form of cash, credit card, cashier's check, or money order, only.

If Customer files an appeal of the notice to shutoff a utility, the notice shall immediately be given to the City Manager for the appointment of three individuals to hear the appeal. Service will not be turned back on unless full payment is received, or Finance Department allows other arrangements. The Finance Director, the Water Services Director, or the Energy Services Director may also elect to implement a deferred payment plan during adverse weather months and/or declared local state of emergencies.

If the customer is on the shutoff status list at the end of the business day on the required shutoff payment due date, the customer will be charged a shutoff processing service fee. Any past due balance must be paid to transfer services to a new address.

Deposits shall not be considered in determining delinquent status. Shutoff lists will be prepared for the System Operators, so that no water or power is turned on during non-regular business hours that was shutoff for non-payment. Field personnel will not be allowed to take money for payment of the delinquent bill in lieu of shutoff. All payment of past due accounts will be received by appropriate office personnel. Field personnel must not make any other arrangements to leave power or water on if a shutoff order has been issued, i.e., promises to pay, etc. If there appears to be a life-threatening situation, the person doing the shutoff should contact his/her immediate supervisor for instructions. All customers should be treated equally with regard to these procedures.

Customers whose utility account is closed leaving an outstanding balance shall not be provided with service under a new account until the old account is paid in full or arrangements are made to fully pay the outstanding balance. Finance office personnel shall have the discretion to add an existing balance on an old account to a new account being opened if they choose to do so because of justifying circumstances, but there shall be no obligation to transfer an old balance.

If it is determined that a former customer with an outstanding balance has opened an account in the name of another person when in fact the former customer resides at the address of a new account and directly benefits from the utilities provided, it shall provide the basis for termination of utility service to the new account unless appropriate arrangements are made immediately for the payment of the previous balance. In the event, it is determined that such a subterfuge may have been undertaken by the old customer, appropriate notice of termination shall be given to the customer in whose name the new service appears, together with the reason for termination, thus providing opportunity for arrangements to pay the old balance or to seek a hearing before the Utilities Appeal Board.

Termination of water service will be allowed for nonpayment of the garbage or sewer portions of the unified billing.

Billing Dispute/Adjustments:

In the event that a billing, reading, or meter error is discovered, either by the City or by the customer,

the City will calculate an adjustment for a period not to exceed twelve (12) billing periods from the date of notification. If a meter fails and the failure is verified by testing, either by stopping completely or registering abnormal usage, the City shall replace the faulty meter. For a failed electric meter, data would be collected from a new meter for a 24-hour period multiplied by the billing cycle days affected. The estimated usage will be compared with the billing period in the prior year and the lesser of the two will be used to calculate the new bill.

If a customer is disputing high water usage, and the meter is determined to be working properly, the customer will be billed for all water usage registered on the meter. However, during Conservation Rates periods (April - September), the City may calculate a rate adjustment to Regular Water Rates, provided the customer has repaired the issue and provided documentation.

The customer should be notified, in writing, as to the situation and explaining the adjustment to the customer's account and how the adjustment is calculated.

In relation to the above procedure, if a customer is disputing their utility bill and requests further investigation, they should be advised to pay the bill by the due date to avoid late charges. If an adjustment is made, they will receive a credit to their account. An exception may be made if it is obvious that an adjustment needs to be made (such as a residential bill for \$10,000) then the customer may be advised to hold their payment until the adjustment is made.

Utility Board Hearing Process

In the event a customer contests a utility bill the customer can request an Appeal Hearing under the following circumstances:

- The customer has evidence that an action by the City caused damage that resulted in a high bill. i.e., broke a water line on the customer side of the meter and the bill was not adjusted;
- The customer has evidence the meter reading is inaccurate.

Appeal Hearings will not be scheduled for unjustifiable issues, including but not limited to:

- A water leak on the customer side of the meter resulting in a higher-than-normal water usage;
- Unexplained increase in water or electrical use when the meter is determined to be reading accurately.

Meters can be tested at the customer's request. If the meter is found to be reading accurately, the customer is liable for the cost of the meter change and testing fees. Meter testing fees are listed in Appendix A.

For issues related to the electric utility bill, the following procedures will be followed for each type of problem listed below.

In the event a customer believes the reading is inaccurate, the City will do the following:

- A representative from the Energy Services Department will meet with the customer to conduct an energy audit.

- o The billing history will be reviewed.
- o An on-site inspection of home.
- o If the meter is found to be reading inaccurately, the meter will be changed and tested.
- o An adjustment may be made to a maximum of six months and the meter will be replaced.

In the event, there is an issue with partial power or power fluctuation, the procedure is as follows:

- The meter will be removed and a test device may be placed on the service to identify the problem. This will identify on which side of the meter (customer or City) the problem exists.
 - o If it is on the Customer's side of the meter, the service crew will recommend the customer contact an independent electrician to determine the source of the problem.
 - o If the problem is on the City side of the meter, the crew will identify the cause and resolve the issue.

For issues related to the water utility bill, the following procedures will be followed for each type of problem listed below.

Water meters are tested by installing a new meter and the meter to be tested on the same line. Water flow is measured through both meters and the readings compared.

Meters can be tested at the customer's request. If the meter is found to be reading accurately, the customer is liable for the cost of the meter change and testing fees. The charge for testing a water meter is based on time and material.

If the dispute is regarding a high water reading the following will be done:

1. The meter will be manually read to confirm the reading.
2. A Water Crew member will observe the meter while all water is turned off at the service address. A meter that continues to turn is an indication of a leak on the customer's side of the meter. It is the customer's responsibility to locate and repair leaks on their side of the meter. **It is not the policy of the City to adjust the amount of high bills due to leaks on the customer side of the meter.**

It is expected that accounts will stay current during the appeals process. Customers should continue to pay their bills on time to avoid late payment penalties.

How to request an Appeal Hearing

1. Customers should contact the Utility Manager to request an appeal hearing.
2. Based on the information provided by the customer a determination will be made regarding whether the customer has met the requirements for a hearing as outlined above. The customer will be notified of the determination. If a hearing is warranted, a representative of the Water or Energy Services Departments will schedule the hearing.
 - a. The Utility Manager should provide the following information

- i. Name and contact information of the customer requesting the Appeals Hearing;
 - ii. A brief description of the situation resulting in the Appeals Hearing;
 - iii. A list of staff members to provide testimony.
3. The Water or Energy Department Representative will then appoint three (3) City employees to sit on the board based on the following
 - a. Board Members must not be party to dispute/concerns prior to the hearing or have a financial interest in the dispute;
 - b. Board Members may be from any Department within the City;
 - c. Board members may not be related to the customer by blood or marriage.
4. The Water and Energy Representative will schedule a hearing and notify all parties involved. The following information will be provided in the notification
 - a. Name of the customer requesting the hearing;
 - b. Date, time and place of the Hearing;
 - c. Board Members;
 - d. Brief description of the customer complaint/concern.

Board Meeting format is as follows:

1. Participants include
 - a. Water and Energy Representative (or other designated staff member to take and transcribe minutes);
 - b. City Attorney or Staff Attorney assigned by the City Attorney;
 - c. Board Members;
 - d. City staff with knowledge of the circumstances and asked to attend to give testimony;
 - e. Utility Department Representative;
 - f. Customer and customer's representative(s).
2. After introductions of all parties, the customer will present evidence.
3. City staff members will give testimony.
4. Questions and answers to clarify testimony, evidence etc. will be allowed.
5. At the end of the discussion, the customer may be asked to leave the room while the Board deliberates.
6. The Board will make a decision based on evidence and testimony presented.
7. The customer will be notified of the decision in a letter issued from the Legal Department or may be requested to wait for verbal notification of the decision at the Board's discretion.

The decision of the Board will be based on the evidence presented. The Board is not expected to find for a reduction in the utility bill based on water leaks occurring after the meter (customer side of the meter), unexplained high usage, partial power for fluctuations on the customer's side of the meter etc.

In the event an applicant is more than fifteen (15) minutes late for the hearing, the Board will make a decision based on the information provided by City personnel as well as any available information from the customer. The decision will be final; the applicant will not be permitted to request a hearing for the same incident.

The decision of the Appeals Board is final. The minutes will be transcribed as soon as possible and filed in the Water and Energy Services Administration files.

Opt Out of Curbside Residential Recycling Collection Services:

In compliance with Title 4 Chapter 4 SGCC, a utility customer of a residence which has utility services may request to opt out of the curbside residential recycling due to a hardship or extraordinary circumstances which, by this policy, is defined as a financial hardship or when no one in the home is physically able to place the container curbside. Customers wishing to opt out of the recycling collection service must do so by submitting the opt out of city recycling collection service application to the city's utility office to the attention of the Finance Director or designee.

Qualification Requirements:

- To qualify for a financial hardship, you must meet the definition of low income. The low-income level is 150 percent of the U.S. Department of Health and Human Services poverty guidelines.
- Physically unable to place container curbside requires that the customer attest on the application that no one in the home is physically able to place the container curbside.

The Finance Director or designee may require the applicant to provide supporting information or documents as needed by the city to make a decision on the request. If the documents are not provided the request will be deemed withdrawn and the waiver will not be granted.

The Finance Director or designee will notify the customer within 15 business days after receiving all needed information if the customer is approved or denied the opt out request. If the request is denied, the customer may submit a request to appeal the decision to the administrative hearing officer pursuant to Title 1 Chapter 15 of the SGCC.

Deposits:

Where residential premises served by utilities are leased by the user, the tenant thereof shall be required to post a deposit (see Attachment A) in such amount as established by resolution of the city council, guaranteeing payment of charges when due before services will be provided. If the residential applicant has already established good credit history with the city the deposit requirement may be waived upon approval of the Finance Director or designee. If after three (3) years it has not been necessary to use any part of the leased residential premises deposit, the city may return the deposit and accrued interest on the residential account and not require a further deposit unless there is a subsequent delinquency in the payment of a bill.

Commercial accounts shall post a deposit at least as great as the cost of utilities services for a six (6) week period (see Attachment A), guaranteeing payment of charges when due before services will be provided. If the commercial legal entity has already established good credit history with the city the deposit requirement may be waived upon approval of the Finance Director or designee. If after two (2) years it has not been necessary to use any part of a commercial deposit, the city may return the deposit and accrued interest on that commercial account and not require further deposit unless there is a

change of owner or subsequent delinquency in the payment of a bill.

All deposits shall accrue an interest rate as determined from time to time by the Director of Finance and approved by city council on unused portion thereof, and interest earned shall be paid to the user upon return of the deposit. If a portion or all of a deposit is used to pay delinquent charges, the user, upon request, shall be required to add a further deposit equal to the amount used.

Military Discount:

Any active military personnel who is a residential user and who is responsible for a City of St. George Utility bill and is deployed to a combat zone designated by the President of the United States may receive a monthly credit (see Attachment A) on their utility bill or the amount of the utility bill if less than approved military discount.

The fee waiver is subject to the following:

- a. Only active military personnel deployed outside of the country are eligible and:
 1. Must maintain residency within the home in the City of St. George;
 2. Must be the party responsible for the household and the utility bills;
 3. Must be current on their utility bill; and
 4. Must be deployed for longer than 30 days.
- b. Waiver is good as long as military member is deployed outside of the country. Applicants must contact the City within 14 days of returning from Deployment.
- c. Applicant or spouse must present to the City a copy of the activation orders placing the individual on active duty and providing the dates, duty station and location of active-duty stationing and fill out the application City Military Discount application form.
- d. The credit shall remain in effect for a period of twelve months. If an eligible account holder is called to serve beyond twelve months, they may reapply for an additional twelve months.
- e. The discount program may be discontinued at any time and for any reason.

The credit shall be paid from the City's water and energy services enterprise funds.

Same Day Meter Connects and Reconnects:

Same Day work is determined to be Monday through Friday 8:00 am to 4:00 pm, excluding City observed holidays and weekends. Special circumstances may be made by the System Operator. If an applicant needs their utility services connected or reconnected the same day, they submitted an application for new service, the Same Day service fee shall apply. A work order is to be completed with the appropriate changes and submitted to the Finance s Department Utility Division to bill the customer.

Weekend and Holiday Meter Connects and Reconnects:

Weekend and Holiday meter connections and reconnects are determined to be Saturday and Sunday and City observed Holidays. This service is scheduled through the Energy Dispatch Plant and is subject to Power Lineman and Water Maintenance Worker being available to perform service request. Weekend and Holiday Meter Connect and Reconnect fees will apply. A work order is to be completed with the appropriate changes and submitted to the Finance Department Utility Division to bill the customer.

Impact Fees and Connection Fees:

It is the policy of the City that water and electric impact fees will be used to assist with funding for exploration and development of new water and power sources for the City, to build transmission lines with necessary accessories, to transport new water and power resources to the City, and to extend water and power distribution when necessary for the public benefit.

Power substations and water storage tanks will also generally be paid for with impact fees. However, if a development/project is large enough or one location aggregate total energy demand of 2.5 MW or greater which will require the full capacity of a substation or typical storage tank, impact fees may not be used. The developer or owner will be required to install these facilities in such cases and will not be allowed any discounts or credits on the impact fees owed.

Sectionalizes and pressure reducing stations will not be paid for with impact fees/rate base income. Developers/owners must pay for these facilities.

For all new connections, but not for reconnections, impact fees will be charged according to the schedule adopted by the City Council and available from the Building Department. If a project will increase the size of an existing service, an incremental impact fee will be charged. Incremental impact fees will be charged if the size of a water tap is increased to a customer. If the size of the existing service cannot be clearly determined by the Inspection Department, the Energy or Water Services Department Inspector will make the final decision.

Connection fees will be charged according to the Impact and Connection Fee Schedule. Connection fees will be charged for new connections and reconnections. Connection charges have been determined based on standard/typical service. If a connection is considered nonstandard, the cost of service must be charged as determined by Energy or Water Services Department personnel based on time and material.

These policy provisions are intended to supplement, but in no way, supersede any provision of the ordinance governing impact and connection fees, Sec. 4-4-1 through 4-4-6, St. George City Code.

High Voltage Underground Power Inspection Billing Procedure

The inspection fees listed in the Service Rate Schedule will be billed out on a lump-sum/upfront basis at the time the building permit and/or grading permit is issued. Once a project is awarded, the successful pre-qualified electrical contractor will call for the first inspection (i.e., trench/conduit installation). If fees are not paid at the time the building permit is issued, the prequalified contractor is subject to removal from prequalified list. The contractor will not be eligible to reapply for a minimum of one year.

As of June 1, 1993, the Energy Services Department will bill the person listed on the temporary or permanent power request form for a new lid, if it is damaged at the time of energization.

Use of Meters:

All water and power deliveries must be metered to all customers/entities regardless of amount used, the use of the water, or any other criteria used in the past to exempt the use of a meter, except as noted in the Rate Tariffs.

The property owner is responsible to keep the meter maintained in good working order. If it is found that a water and/or power meter has been damaged, tampered with or stolen, the property owner will be responsible for repair/replacement of the meter. In the event the meter is damaged, replacement or repair will be made at the discretion of the City and in accordance with current City meter specifications.

Use of Combination Locks:

A customer who wants to install a lock on their property which would limit access to water and/or power meters, can do so if they install a combination lock and provide the combination to the City. The City agrees to retain such number in its records as confidential information. An agreement indicating the City shall not be liable for any loss sustained by the customer within said enclosure and other appropriate terms shall be signed by the customer. (Attachment B)

Water and Energy Users Outside City Limits:

In the past, the City has sold surplus water and energy to users outside the City limits. The City shall continue to serve those users and charge such users at a rate as noted in the City Rate Tariff. The City must charge this higher rate to outside users as it is considered that such water and energy is the highest cost in the City system.

Temporary availability of water in excess of immediate need shall not be considered a surplus, and no surplus shall be deemed to exist until there is a change in this policy by resolution of the City Council. The City will not provide water to new customers outside the City limits until such time as a surplus is determined to exist.

SPECIAL SERVICE TARIFFS:

- A. Water service fees for those connected to the City water system but living outside the City of St. George incorporated area will be double that paid by those inside the incorporated area of the City.

Contractors who wish to purchase water through fire hydrants must rent a fire hydrant meter from the City Water Department at the current rental rate. The water registered by the meter will be billed monthly at the current rate as posted on the City website. The connect fee as listed in Attachment A will apply to hydrant meters rentals and will be charged at the time the hydrant meter rental is set up.

- B. Snow Canyon State Park will be billed at a rate of \$0.30 per thousand gallons.
- C. Ivins and Santa Clara will be billed according to the attached tariff.

- D. Individuals may haul water from their own metered source i.e., residence in St. George to any other location inside or outside the City limits without any additional charge. The City has the right to determine if hauling is excessive and limit or terminate water hauling.
- E. The City reserves the right to limit or terminate the use of water, as appropriate.
- F. Manual adjustments for water bills will be limited to the following:
 - i. K&W Hall Trust Acct# 01290007 deduct gallons used on Ken Simkins Acct# 01290010.
- G. The Water Services Director will have the right to lease irrigation water shares at a rate adequate to cover current assessments. The current lessees are attached.
- H. Todd Call Customer #55-530000 (out-of-city water meter) will not be billed a minimum charge per an agreement with the City dated February 9, 1932.
- I. In consideration of the right-of-way granted the City to build a 3.2-million-gallon water tank located on the Paiute Indian Reservation in the area currently occupied by the Shivwits Band of the Tribe, the City shall compensate the current 45 residential connections in the Shivwits Village by providing water for culinary and fire protection purposes at "In City" rates per the Lease and Right-of-Way Agreement dated April 30, 1991.

Tariff for Santa Clara/Ivins

- 1. Snow Canyon Water Project Interlocal Compact -- Santa Clara & Ivins (dated September 13, 1978): revised June 11, 2001
 - a) Major cost (those exceeding \$5,000 per item, task, or occurrence) shall be paid by the parties in ratio of each party's use of Project Water; beginning with the time the Project went into operation. (Article V Section 2.1). Notice of any major cost must be given to Santa Clara and Ivins by St. George.
 - b) The parties, in amounts equal to their proportionate use of Project Water, shall pay all other operating costs during the preceding 12-month period. (Article V Section 2.2)
 - c) These costs shall be finalized and billed within 90 days of the end of each calendar year.
 - d) Late charge of 1.5% per month. (Article VII Section 3.1a)
 - e) Cut off after 60 days. (Article VII Section 3.1.b)
 - f) Power for Santa Clara City separate system shall be billed at the St. George cost of power purchased. (Article IV Section 2.3.b)

- g) Water meters shall be read monthly, and a bill sent to Ivins and Santa Clara at a rate agreed on by the City and the user.
- h) All excess water is to be billed according to the Snow Canyon Compact Agreement.
- i) Charge Santa Clara for City water used each month is Santa Clara's meters less (Santa Clara's well water meter less 2% for leakage).

2. Water Use Agreement (dated March 25, 1965) for Gunlock Water to Ivins:

- a) Quantity limitations as follows:
 - 1998 - 137,894,400
 - 2003 – 166,556,800
 - 2008 – 175,219,200
- b) Water Rate = \$0.62/1000 gallons per amendment dated July 27, 1989.
- c) Late fee & Cut-off fees as per Policy 10.87.

St. George Clara Field Canal Co: Crystal Cable Irrigation Water Agreement inferred information between the City of St. George and Jay Ence when the City obtained 22 shares in St. George Clara Field Canal Company, and we gave those 20,000,000 gallons a year to irrigate Crystal Lakes. Need to read the meter and verify usage annually.

Water System Installation Inspection Billing Procedure

The inspection fees listed in the Service Rate Schedule will be billed out on a lump-sum/upfront basis at the time the building permit and/or grading permit is issued. Once a project is awarded, the successful pre-qualified water contractor will call for the first inspection (i.e., trench/pipe installation). If fees are not paid at the time the building permit is issued, the prequalified contractor is subject to be removed from the prequalified list. The contractor will not be eligible to reapply for pre-qualification for a minimum of one year.

Waiver of Monthly Fees for Sewer and Garbage/Recycling:

The policy of the City of St. George with regard to waiving monthly fees for sewer and garbage/recycling service during an extended periods of absence from the home for at least six (6) months by residents; If a person is requesting a waiver of fees and is willing and able to shutoff either water or electrical service to the utility residence, then the Sewer and Garbage/Recycling services will also be waived for the period of the absence. Other utility fees, such as Drainage, Flood Control, Water Conservancy Surcharge, etc. will still be assessed. Reconnection fee charges will be applicable when water or electrical services are reconnected.

Personnel and Equipment Billing:

Charges for service will be invoiced based on equipment used, personnel involved, material costs and time. City equipment and personnel will be billed as per the established equipment/personnel rate

schedule. If the service requires new or additional materials, they will be requested from a local supplier and billed as per the supplier's invoice with a 15% administrative cost added. If material is taken from the City's inventory, it will be billed as per the current replacement cost plus a 15% administrative cost. The City Purchasing Department and Water or Energy Services Warehouse Technicians will keep a current list of inventory and direct costs. Electrical transformers will be acquired and billed as per the existing City transformer policy/ordinance.

Prequalified Contractors/Developers requesting credits for material returned to the Water or Energy Services Warehouse will only be given credit towards an upgrade for the following items:

- Pole mounted transformers, Single and Three phase.
- Pad Mounted transformers.

The amount of credit will be based on the following formula:

Replacement cost divided by years from date sold.

There will be no other upgrade credits for any other material returned (i.e., pole, switches, vaults etc.) Any credits offered are for system upgrades only and contractors/developers with surplus material will not be allowed to return this material to the City for credit.

Requests for Water or Energy Services Department services will be summarized on City of St. George Water and Energy Services Department Work Order Agreement Form. An estimate for the service will be prepared; the contractor/customer will pay the estimated amount in advance of the work being performed. The only exception to prepayment is in the event of an emergency as deemed by the Water and/or Energy Services Department. In this case the customer/contractor will be required to sign an Agreement to Pay form and services/equipment will be billed after work has been completed. Information on the work order must include such items as encroachment number, etc. Once payment has been made, the Work Order Agreement Form will be given to the appropriate personnel outlined on the field work order for dispatch of crews to the site (this person will be in charge of prioritizing the orders).

Whether work is done in the regular course of business or in an emergency, once the work is completed a Service Bill will be prepared by the Water or Energy Services Departments from daily service logs. The service logs will have all time, equipment, personnel, and material used for each job itemized. All material invoices will be attached to the service log and a copy of this information will be provided with the invoice. All information will be given to the Water or Energy Services Departments for tracking purposes and submitted to the City Finance Department for invoice preparation. The Service Bill will be compared with any estimated amount paid and the contractor will be refunded any overpayment or invoiced for any shortage. The original invoice and back-up details will be filed in the Finance Department.

If bills are not paid in 30 days from the mailing date, the Finance Department will send a letter requesting payment and advising them of legal action to be taken. If not paid within an additional 30 days, the account will be forwarded to the City Attorney for collection. A late penalty will be charged for all past due amounts as noted in the Services Rate Schedule. Additional information to be forwarded to the Attorney includes date of service/sales, date of first bill, material sold, or service rendered, total amount due, address and any applicable aging information.

Interdepartmental Billing:

Charges for services incurred by other city departments will be invoiced based on equipment used, personnel involved, material costs and time. However, city departments will pay for material and outside labor costs only.

Equipment/Personnel Rate Schedule

The equipment/personnel rate schedule will be established at current industry charges for equipment and actual total costs will be used for employee time including all overhead expenses. The established costs will be used for all services provided. Time starts from the time personnel/equipment leave to travel to the job site. See Attachment A for the rates

Current Water and Energy rates are available from the Finance Department and on the City website at www.sgcityutah.gov

Net Metered Accounts

Net metered accounts have a solar PV system installed behind the meter. The account holder on net metered accounts is required to sign a net metering agreement at the time the system is installed. If the account changes ownership, the new account holder is required to sign a net metering agreement and is subject to any fees associated with a net metered account such as the monthly Solar Reliability Charge. The signed and notarized agreement is required to be submitted at the time the application for service is submitted.

If the account holder is not willing to sign a Net Metering Agreement, electric service will not be provided. The current Net Metering Agreement is available on the City's website or can be obtained by contacting the Energy Services Department directly.

Attachment A
Service Rate Schedule
(See City's Master Fee Schedule)

Attachment B
METER ACCESS AGREEMENT

AGREEMENT made this _____ day of _____, 20 __, between the City of St. George, whose Water Services Department or Energy Services Department supplies the utilities in question, herein referred to as the City and _____, the customer who receives metered utility service from the City at _____, herein referred to as the Customer wherein it is agreed that in consideration of the City's acceptance of a meter located within an enclosure, the Customer agrees to secure the enclosure in the following manner only.

1. Combination Lock. A customer may put a combination lock on their property and provide the City with the combination.

2. Secured Enclosure. The Customer does agree to thereafter not secure the area wherein the meter is located by an enclosure or entry that is secured by a device other than the combination lock referred to herein. The City agrees to enter the enclosure only for the purpose of reading the meter on a periodic basis, and whenever a lock is properly in place, the City will restore that lock to its same position on leaving the enclosure after reading the meter.

3. Release of Liability. The City shall not be liable for any loss sustained by the Customer within said enclosure.

4. Lock Removal. In the event the combination of the lock is changed by the Customer, or if for any reason the lock is damaged or does not function properly, the City shall have the right to cut off or otherwise remove the old lock and place a new one thereon, at the customer's expense, with the same combination number.

5. Default. In the event of a dispute over the application of this agreement, the Customer shall acquire no right to bar access to the meter pending a resolution of the dispute, and the Customer's failure to comply herewith may result in a violation by the Customer of the City ordinance requiring that reasonable access be provided by the Customer to the meter of his property.

6. Term. This agreement shall continue for so long as the Customer desires to maintain his meter within a secured enclosure.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the day and year first above written.

CUSTOMER:

CITY OF ST. GEORGE

By: _____

Title _____

Exhibit E - 2007 Original Utility Application

Mar 27 07 02:45p
 Wilson, Jennifer
RESIDENTIAL APPLICATION FOR UTILITY SERVICE
 City of St. George 175 East 200 North St. George, UTAH 84770 (435) 674-4270

328.04 + 12.29 = 348.93

P. 1

OFFICE USE ONLY:

Account number _____
 El work order number _____
 Wa work order number 51486

COPY OF DRIVERS LICENSE REQUIRED

State UT
 I.D. Number _____
 Exp. 10/17/2007
 Date of Birth _____

Full Name Wilson, Jennifer M Soc. Sec. # _____ Employer _____
 Spouse's Name _____ Soc. Sec. # _____
 Address of Premises to be Served _____
 Mailing Address (if different) (same) #255 Phone _____
 Owner and/or Manager Jennifer Wilson / I am the owner
 **Requested Installation Date (At Least Two Days From Application Date) 3/30/07 **
 Two Relatives NOT Living With The Applicant: (parents or guardian if students)
 Nearest Relative _____
 Address _____
 Other Relative _____
 Address _____
 Person to Notify in Case Of Emergency _____ Phone _____

CONSUMER RESPONSIBILITY

Payment The applicant agrees to pay monthly for the utility services provided by the City of St. George. Services generally include electric, water, sewer and garbage. Charges for service will be made at the regularly established rates for the class of service applicable to the applicant. It is the consumer's responsibility to review the monthly bills for accuracy and notify the City of any concerns.

Delinquency Payment for services is due immediately upon billing and shall become delinquent if not paid by the due date reflected on such billing. A late charge of 5% of the unpaid balance will be added to delinquent accounts. The applicant agrees to pay reasonable expenses of collection including attorney's fees and court costs should it become necessary to use such measures to collect the charges made to the applicant's account.

The City shall terminate service on delinquent accounts not paid after notice. In order to restore service the customer must bring current all delinquent charges. In addition, the City will charge a reconnection fee.

Security Deposit The applicant is required to pay a deposit if they are not the owner of the property served. Interest will be paid on the deposit at the rate set by the City Council. It is agreed by the applicant that the deposit is not considered as the prepayment of any bill. Unpaid accounts will be considered delinquent notwithstanding the existence of a security deposit. The City may apply the amount of the security deposit (including interest earned) to the applicant's final bill and any balance remaining will be refunded to the customer.

Reasonable Access The applicant shall permit the City's authorized representatives to enter on the customer's premises at all reasonable times for purposes connected with rendering, billing, or disconnecting utility services. Service may be terminated if reasonable access is not permitted.

Termination of Service The applicant agrees to be responsible for the payment of utility charges incurred at these premises until their responsibility is terminated in one of the following ways:

1. By mutual agreement evidenced in writing and signed by the City and the applicant.
2. By a two day written notice from the customer to have services disconnected and the City physically terminating the service.
3. By the proper assumption of the payment responsibility by a party acceptable to the City and upon completion of an application for service by the other party.

The applicant warrants that all the information provided by them in this application is true and correct and understands that false or misleading information shall be cause

Jennifer Wilson 3/30/07 sh
 Applicant's Signature Date St. George City Representative

Transfer from Address _____
 Transfer from A/C # _____ Guar Dep Number _____ Date Paid _____
 Order # _____ Requested Date _____ Deposit Amount _____