

**Perry City**  
**ORDINANCE 23-D**

**UTILITIES**

**UTILITY APPLICATION AND FEES**

**WHEREAS**, Perry City provides various services to its residents, such as culinary water, sanitary sewer, and storm drain; and,

**WHEREAS**, Perry City must appropriately administer these services and collect appropriate fees;

**NOW THEREFORE**, be it ordained by the City Council of Perry City, UT as follows:

**SECTION I: Repealer.** If any provisions of the municipal code previously adopted are inconsistent herewith they are hereby repealed.

**SECTION 2: Amendment.** "4.09.030 " is hereby amended as follows:

<b>Row</b>	<b><u>Application for Services:</u></b>	
<b>Row</b>	<b><u>Application</u></b>	<b><u>\$50.00</u></b>
<b>Row</b>	Solid Waste (Garbage):	
	1st garbage can	\$10.50
	Each extra garbage can	\$10.00
	Garbage can replacement	<del>\$10</del> <u>150</u> .00
<b>Row</b>	Culinary Water:	
<b>Row</b>	<b><u>Reconnection of service after shut-off</u></b>	<b><u>\$50.00</u></b>
<b>Row</b>	<b><u>Restart service following voluntary discontinuance</u></b>	<b><u>\$50.00</u></b>
<b>Row</b>	For those with Pine View Secondary Water:	
<b>Row</b>	Base Rate	\$19.50*

...

SECTION 3: Amendment. "7.07.020 " is hereby amended as follows:

**7.07.020.1 Application For Water Service Connection**

~~Any person, firm or corporation within the municipal boundaries of Perry City, who desires a culinary water connection to the water mains of Perry City, and any such person, firm or corporation who purchase or otherwise acquires ownership of or an interest in a property already connected to the Perry City water system shall make application in writing and file an agreement with the City which shall be substantially the following form:~~

<b>Row</b>	<b>PERRY CITY APPLICATION FOR SERVICES</b>		
	(Current Address of City Offices)		
<b>Row</b>	<b>Address of Property:</b>		<b>Parcel #:</b>
<b>Row</b>	<b>Name of Property</b> <b>Owner:</b>		
<b>Row</b>	<b>Address of Property</b> <b>Owner (# and Street):</b>		<b>(City, State, Zip):</b>
<b>Row</b>	<b>Preferred Billing</b> <b>Address: (Check One)</b>		
<b>Row</b>	<b>Address of Property</b> <b>Owner</b>	<b>Address of Property</b>	

~~1. Property Owner's Responsibility. The Undersigned Property Owner hereby applies for culinary water, sanitary sewer, storm water, and garbage services from Perry City for the property described by the above listed address. By signing this Application, the Undersigned represents and acknowledges being the Property Owner of the real property located at the above provided address and accepts responsibility for the payment of all fees and charges associated with the services provided under this Application, until such a time as the Property Owner shall direct the services be discontinued. If renting or leasing the property, the lessee/resident may pay for said fees and charges, but the Property Owner remains ultimately responsible to pay for all fees and charges. The Undersigned agrees that in the event of transfer or sale of the property at the above address, the Undersigned shall ensure that all fees and charges assessed against the property for these services are paid in full at the closing of that transaction. The Undersigned hereby acknowledges that notice of this Application, if approved by Perry City, may be recorded in the Office of the Box Elder County Recorder.~~

~~2. Deposit and Application Fee. A fee of \$200.00 (\$175.00 refundable deposit and \$25.00 non-refundable application fee) shall be paid by the Property Owner at the time services are requested. In the event the services are discontinued due to failure to pay the fees and/or charges, the deposit shall be forfeited for the amount of the \$50.00 re-connection fee and the outstanding balance of the~~

account. The Property Owner shall be required to restore the deposit to the original \$175.00 amount prior to the restoration of services. If the balance is greater than the deposit, the entire balance and a new \$175.00 deposit shall be paid prior to the restoration of services. The \$25.00 non-refundable application fee paid shall be applied to the processing of this Application and/or the recording of the notice of assessment for service with the County Recorder. No Application for service shall be accepted unless, at the time the Application is submitted, the Property Owner: (a) is present; (b) produces photographic identification and proof of ownership; and (c) pays the security deposit and application fee.

3. Waiver/Refund of Deposits. As per Resolutions 05-19 and 06-01, a waiver of all deposits (and a refund of all past deposits) shall be granted for any Property Owner or resident who can establish that they:

a. have already been a Property Owner and/or resident for at least three (3) years during the past ten (10) years; and

b. were in good standing and paid all of their utility payments to the City on time during that time period.

4. Monthly Bills; Late Fees; Interest; and Termination of Service. Payment for all fees and charges shall be assessed each month and shall be due and payable as per the monthly billing notice (mailed to the Billing Address provided above). Any payment that is more than thirty (30) days late shall be assessed a late fee of \$25.00. Any delinquency in the payment of fees or charges outstanding for more than sixty (60) days may result in:

a. the termination of services until all delinquencies are paid in full (or until the said failure to conform is corrected); and/or

b. the assessment of an annual interest rate of eighteen (18%) percent. If a notice other than the monthly billing statement is served upon the Property Owner as a result of any delinquency, an additional fee of \$15.00 shall be assessed for any mailed notice (and a \$50.00 fee shall be assessed for any notice served in person upon the property or upon the Property Owner).

5. Collection Action; Incorporation by Reference of Perry Municipal Code. In the event of default or late payments, Perry City shall have the right to institute collection action (including legal proceedings) on all outstanding amounts. Any amounts turned over to an attorney or collection agency for collection shall be assessed an annual interest rate of eighteen (18%) percent. The Property Owner agrees to pay for all court costs and administrative expenses involved in collecting past due amounts including attorney's fees and collection costs of forty (40%) percent of the balance turned over to any attorney or collection agency. In addition to the terms of this Application, the Undersigned agrees to be bound by the Ordinances, Resolutions, and Regulations (enacted or adopted by Perry City) applicable to the City's utility system and the provisions of this Application.

<b>Row</b>	Property Owner	Date:	
	Signature:		

<b>Row</b>	Property Owner	Date:	
	Signature:		

[A Notary (Jurat) Certificate is on the Back Side of this Page]

State of Utah )

§

County of Box Elder)

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2 \_\_\_\_\_,

DAY

MONTH

YEAR

By \_\_\_\_\_ and \_\_\_\_\_

NAME OF DOCUMENT SIGNER  
SIGNER (IF ANY)

NAME OF SECOND DOCUMENT

#### NOTARY PUBLIC SEAL

...

Adopted by Ord. 15-C on 3/17/2015

#### 7.07.020.3 Deposit And Application Fee

~~A fee of \$200.00 (\$175.00 refundable deposit and \$25.00 non-refundable application fee) shall be paid by the Property Owner at the time culinary water and other utility services are requested. In the event the services are discontinued due to failure to pay the fees and/or charges, the deposit shall be forfeited for the amount of the \$50.00 re-connection fee and the outstanding balance of the account. The Property Owner shall be required to restore the deposit to the original \$175.00 amount prior to the restoration of services. If the balance is greater than the deposit, the entire balance and a new \$175.00 deposit shall be paid prior to the restoration of services. The \$25.00 non-refundable application fee paid shall be applied to the processing of the Application and/or the recording of the notice of assessment for service with the County Recorder. No Application for service shall be accepted unless, at the time the Application is submitted, the Property Owner:~~

1. Is present;
2. Produces photographic identification and proof of ownership; and
3. Pays the security deposit and application fee.

#### HISTORY

...

The following regarding water connections and rates:

1. Water connections shall be made to the Perry City water system only by qualified ~~plumbers and only upon the written approval, as to materials and means of connection, by the Perry City Water Superintendent~~. contractors and only upon approval and inspection by Perry City Public Works.
2. ~~All connections will be by 3/4 inch line for single dwellings. As specifically authorized by Resolution, of the Perry City Council, larger sizes may be authorized for commercial, school, church or other use.~~
3. Water connection fees ~~after the effective date of this ordinance~~ shall be as applied follows:
  - a. ~~3/4 inch line~~ as set ~~forth in~~ PMC 4.09, Fee Schedule
  - b. ~~1 inch line~~ As set ~~forth in~~ PMC 4.09, Fee Schedule

~~e. 2 inch line - As set forth in PMC 4.09, Fee Schedule~~

~~d. \*Larger size cost will be determined individually and by Perry City Council action.~~

~~43.~~ Water Service Rates ~~for single dwellings and commercial buildings~~ shall be ~~a~~applied certain minimum rate per month, usage not to exceed 15,000 gallons per month, a certain rate per each 1,000 gallons or part thereof in excess of 15,000 gallons used per month, as per PMC 4.09, Fee Schedule.

~~54.~~ Multiple Housing Dwelling Units with more than one living unit serviced by one water meter shall be considered multiple housing under the ordinances of Perry City. Fees will be charged a certain monthly rate for each unit allowing 10,000 gallons minimum per unit per month as per PMC 4.09, Fee Schedule. Water cannot be disconnected for one unit when ~~both~~others are occupied. The property owner is responsible for all water, sewer, garbage and other charges. If, the unit is unoccupied, water can be disconnected upon the owner's request. (If one unit is occupied, the basic fee for each unit will be charged per month.)

~~65.~~ The connection fees and water ~~rated rate~~ hereinabove provided for, shall be subject to change by Resolution of the City Council duly passed and adopted, provided however, no change of size or rate will be made which may impair the ability of Perry City to pay and discharge the bonds or other obligations incurred for the installation, maintenance or repair of the Perry City Water System.

~~76.~~ It is hereby expressly provided that it shall be unlawful for the owner or other person having charge of, or occupying any property upon which a building shall have been or is being constructed for residential or commercial use, any part of which building is within two (200') hundred feet of a City water line in existence and when the City water line abuts the property line and used in the City for culinary purposes to not be connected to such line. When a water line is within the required distance and when property owner has received written and proper notice from Perry City, such owner, agent or other person having charge of or occupying all property coming within scope of this section must be connected to the culinary water line.

~~87.~~ In the instance where Perry City does not have an existing water line in place at the time of occupancy of the building and the owner or other person having charge of the property has had to seek other means of obtaining culinary water and indeed has obtained culinary water by such means as a legalized private well, due to the inability of the City to provide such water at that time, the owner or other person having charge of said property will not be required to connect to Perry City water or pay water connection or impact fees until a City water connection is desired or at such time as the subject property is sold or conveyed in any manner. At that time, the owner or other person having charge of the property may make application for a culinary water connection and will be required to pay the appropriate fees that are in place at the time of application.

## HISTORY

...

**SECTION 4: Severability.** If any section, subsection, sentence, clause, or phrase of this amendment is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this amendment.

**SECTION 5: Effective Date.** This ordinance being necessary for the peace, health, and safety of the City, shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is the more remote from the date of passage thereof.

\*\*Signatures On Next Page\*\*

**PASSED AND ADOPTED** by Perry City Council this **27th day of April, 2023**.



KEVIN JEPSEN, Mayor  
Perry City

Attest:



SHANNA JOHNSON, City Recorder  
Perry City

City Council Vote as Recorded: AYE NAY ABSTAIN ABSENT

Nathan Tueller	<u>  </u>	<u>  </u>	<u>  </u>	<u>X</u>
Toby Wright	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>
Blake Ostler	<u>  </u>	<u>  </u>	<u>  </u>	<u>X</u>
Ashley Young	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>
Dave Walker	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>



RECORDED this 27th day of April, 2023.

PUBLISHED OR POSTED this 4th day of May, 2023.

**CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING**

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the City Recorder of Perry City, hereby certifies that the foregoing Amendment was duly passed and published or posted at:

1. City Hall
2. Perry City Website
3. Utah Public Notice Website

on the above referenced dates.



SHANNA JOHNSON, City Recorder  
Perry City