

FOUNTAIN GREEN CITY ORDINANCE NO. 1993-1

AN ORDINANCE ESTABLISHING AND REGULATING A CULINARY WATER DEPARTMENT; PROVIDING RULES AND REGULATIONS TO ADMINISTER AND PROTECT THE WATER SYSTEM, FIXING PENALTIES AND ALLOWING THE FIXING AND MODIFICATION OF RATES BY RESOLUTION; AND ESTABLISHING RATES UNTIL SO AMENDED; AMENDING, REPEALING AND RESERVING VARIOUS PROVISIONS OF CHAPTER 14, REVISED ORDINANCES OF FOUNTAIN GREEN CITY.

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BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF FOUNTAIN GREEN CITY, SANPETE COUNTY, STATE OF UTAH:

WHEREAS, Fountain Green City, a municipal corporation of the State of Utah (the "City"), is the owner of a culinary waterworks system for the purpose of furnishing water to the residents of said City under a system of facilities (the "System"), and it is necessary and advisable to adopt an Ordinance for the controlling of the System, including the setting of fees for culinary water services and amending and, where necessary, repealing water ordinances and regulations heretofore adopted in conflict herewith; and

WHEREAS, it is necessary to amend the provisions of Title 14 of the Revised Ordinances of Fountain Green City;

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

SECTION 1: CULINARY WATER DEPARTMENT AND SYSTEM. The Culinary Water Department of Fountain Green City is hereby created. It shall administer the operation and maintenance of the culinary

water system of the City. So far as is practically appropriate, this Department shall operate and be governed separately from the irrigation water system of the City.

SECTION 2: SUPERINTENDENT. There is hereby created the position of Superintendent of the Culinary Water System. His title shall be sometimes stated "Superintendent" to indicate and parallel the custom, usage and practice of distinguishing an culinary water supervisor or administrator as a "Superintendent" and also to distinguish his office from that of the irrigation water system "Superintendent". When the term "water" is used in this Ordinance, including its use in the application for water revenue embodied in this Ordinance it shall be deemed to apply specifically and exclusively to culinary water furnished under this System, except where the context indicates to the contrary, particularly but not exclusive where intermingling of culinary and irrigation water is prohibited.

SECTION 3: DUTIES OF SUPERINTENDENT. The Superintendent of the System shall manage and supervise the System pursuant to the provisions of this Ordinance and pursuant to resolutions, rules and regulations adopted by the City Council from time to time prescribing his powers and duties and directing the manner and frequency with which he shall make reports to the Mayor relating to the water system. All of the functions and activities of the Superintendent shall be carried on under the direction of the Mayor or councilmember appointed by the Mayor.

SECTION 4: APPLICATION FOR CULINARY WATER CONNECTION.

Any person, other than a subdivider or developer seeking multiple connections, who desires or is required to secure a new connection to the Culinary System, shall file with the water department for each such connection, a written and signed connection application in substantially the following form:

**FOUNTAIN GREEN CITY**

**APPLICATION FOR CULINARY WATER CONNECTION**

**TO FOUNTAIN GREEN CITY, UTAH:**

I hereby apply to the municipality of the Fountain Green City ("City") for permission to connect my premises at \_\_\_\_\_ with Fountain Green City culinary water system and hereby agree as follows:

1. (a) I agree to be responsible for the connection of services lines to the water main for installing culinary water service to my property. I also agree that I am responsible for and will pay all costs incurred, as well as those due to the contractor for all work on private service lines and connection to the City system. It is agreed that my water connection and private service lines must be at least as substantial as the minimum City standards.

(b) I agree to pay the City such connection fees as may be fixed by the governing body by Resolution or ordinance, including also a security deposit charge, if so provided. I understand and agree that no water shall be turned on until such fees and charges have been paid.

(c) The location of the service, whether on my premises

or at some point near my premises, may be decided solely by the City.

(d) Until otherwise provided by Ordinance or Resolution of the City, a connection fee of \$500 shall be paid in advance.

2. I understand the City reserves the right to cause both the culinary and irrigation water system upon my premises to be inspected by the City and if either or both facilities should not be approved, I will cause the same to be corrected and improved at my own expense to meet the requirements of the City or of any other governmental agency having jurisdiction to regulate the water system within the City.

3. I will be bound by the rules, regulations, resolutions or ordinances enacted now or hereafter by the City applicable to the City's culinary water system.

4. The main purpose for which the water connection will be used is for culinary use.

5. The City shall have free access to the lines and services installed under this agreement and, at reasonable times, through my property, if necessary.

DATED this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Applicant

\* \* \* \* \*

SECTION 5: APPLICATION FOR WATER CONNECTION BY SUBDIVIDER. Whenever a subdivider or developer desires or is required to install water connections and extensions for a

subdivision or development, the subdivider or developer shall enter into a written extension agreement which shall constitute an application for permission to make the extensions and connections and an agreement specifying the terms and conditions under which the water extensions and connections shall be made and the payments that shall be required, all of which shall be fixed by the City and paid by the applicant.

SECTION 6: APPLICATION FOR WATER SERVICE. Any person who desires or is required to secure water services when such service is available from the City water system, shall file with the water department a written application and agreement for the service which shall be in substantially the following form:

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**FOUNTAIN GREEN CITY**

**APPLICATION FOR CULINARY WATER SERVICE**

**TO FOUNTAIN GREEN CITY, UTAH:**

The undersigned hereby applies for culinary water service from the municipality of Fountain Green City, Utah ("City") for premises located at \_\_\_\_\_ and hereby agrees:

1. To pay all charges for such water service as are fixed from time to time by the governing body until such time as I shall direct such service to be discontinued.

2. In the event of a failure to pay water charges with the due dates fixed by the governing body or of a failure of the occupant of the premises to conform to the ordinances and regulations established by the governing body regulating the use of the water system, that the City shall have the right to discontinue the water system service at its election, pursuant to five (5) days' written notice of the City's intention until all delinquencies and any reconnection fee imposed are paid in full or until any failure to conform to the City Ordinance or regulations issued thereunder is eliminated. The undersigned warrants and agrees to assure the City that the owner of the premises and the undersigned hereby agrees, for himself or herself, that all fees and charges for connection to the water system and for use of the water (including the minimum fee and irrespective of whether or not

any water is used at the premises) shall be paid when due and if not paid, shall be accumulated together with a penalty of \$50.00 and the cumulated amount shall bear interest at the rate of eighteen (18%) per cent per annum from the date each and every charge became due.

3. To be bound by the rules, regulations, resolutions or ordinances enacted or adopted by the governing body applicable to the City's water system.

DATED this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
(Applicant)

SECTION 7: NON-OWNER APPLICANT - AGREEMENT OF OWNER.

Applications for water service made by the tenant of any owner must, in addition to the above requirements, be guaranteed by an agreement signed by the owner of the premises or his duly authorized agent in substantially the following form:

"In consideration of the acceptance of the application for water service submitted by \_\_\_\_\_ (tenant), I or we will pay for all charges, fees and costs at \_\_\_\_\_ (premises) in case such tenant or occupant shall fail to pay for the same according to the ordinances, rules and regulations or resolutions enacted by the City."

DATED this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_

\* \* \* \* \*

SECTION 8: NON-RESIDENT APPLICANT. An application for a connection outside the corporate limits of Fountain Green City shall be required in the following form:

**FOUNTAIN GREEN CITY**

**APPLICATION FOR CULINARY WATER CONNECTION**

TO FOUNTAIN GREEN CITY, UTAH:

I hereby apply to the municipality of the Fountain Green City ("City") for permission to connect my premises at \_\_\_\_\_ with the Fountain Green City culinary water system and hereby agree as follows:

1. Construction Costs Paid by Applicant:

(a) I agree to be responsible for the connection of services lines to the water main for installing culinary water service to my property. I also agree that I am responsible for and will pay all costs incurred, as well as those due to the contractor for all work on private service lines and connection to the City system. It is agreed that my water connection and private service lines must be at least as substantial as the minimum City standards.

(b) I agree to pay the City such connection fees as may be fixed by the governing body by Resolution or ordinance, including also a security deposit charge, if so provided. I understand and agree that no water shall be turned on until such fees and charges have been paid.

(c) The location of the service, whether on my premises or at some point near my premises, may be decided solely by the City.

(d) Until otherwise provided by Ordinance or Resolution of the City, a connection fee of \$500 shall be paid in advance.

2. Inspection and Minimum Standards: I understand the City reserves the right to cause both the culinary and irrigation water system upon my premises to be inspected by the City and if either or both facilities should not be approved, I will cause the same to be corrected and improved at my own expense to meet the requirements of the City or of any other governmental agency having jurisdiction to regulate the water system within the City.

3. Acceptance of Regulations: I will be bound by the rules, regulations, resolutions or ordinances enacted now or hereafter by the City applicable to the City's culinary water system.

4. Culinary Use Only: The main purpose for which the water connection will be used is for culinary use.

5. Access Guaranteed to City: The City shall have free access to the lines and services installed under this agreement and, at reasonable times, through my property, if necessary.

6. To pay all charges for such water service as are

fixed from time to time by the governing body until such time as I shall direct such service to be discontinued.

7. In the event of a failure to pay water charges with the due dates fixed by the governing body or of a failure of the occupant of the premises to conform to the ordinances and regulations established by the governing body regulating the use of the water system, the City shall have the right to discontinue the water system service at its election, pursuant to five (5) days' written notice of the City's intention until all delinquencies and any reconnection fee imposed are paid in full or until any failure to conform to the Ordinance or regulations issued thereunder is eliminated.

8. To be bound by the rules, regulations, resolutions or ordinances enacted or adopted by the governing body applicable to the City's water system.

9. Interruption in Times of Shortage: To comply with State of Utah constitutional and statutory restrictions prohibiting alienation of municipal water rights, the applicant understands and agrees that if there should occur any shortage, deficiency, or inadequacy of water supplies of the City, the City Council may, in its discretion, interrupt or cut off service to any user outside the corporate limits of the City.

10. Differential in Rates Outside of City:

All lines for use outside the corporate limits of Fountain Green must be maintained by users at their sole cost and expense with no liability to Fountain Green City. Each user of outside water consumption must sign an agreement (a) agreeing to pay all costs of installation and maintenance; (b) obligation to pay connection fees and rates for which may be fixed from time to time by the City Council which may be different from those assessed for in-city use; (c) execute an indemnity agreement providing that: (i) any user indemnifies and agrees to hold harmless the city of and from any liability for any purpose, including loss of property, damage to persons or property, injury (including death) to any person as a consequence or associated with or participation in the culinary water supplies of the City; (ii) agreeing that the water service outside the corporate limits of Fountain Green City can be terminated at any time, with or without notice and with or without cause or without limiting any of the foregoing, guarantee of quality of water is assumed by outside user.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Applicant



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SECTION 9: RATES AND CONNECTION FEES. The rates, penalty fee for delinquency in payment, connection fee, inspection fee, reconnection fees, and other charges incidental to the connection and services from the City's culinary water system shall be fixed from time to time by resolution enacted by the City Council. The City Council may, from time to time, promulgate rules for levying, billing, guaranteeing and collecting charges for culinary water services and all other rules necessary for the management and control of the System. Rates for services furnished shall be uniform with respect to each class or classes of service established or that may hereafter be established. Rates may be established at different levels for premises outside the corporate boundaries of the City.

SECTION 10: FEES AND SERVICE CHARGES. Until further Resolution or Order or by any enacted legislation as provided in Section 9 the schedule of connection and user fees shall be as follows:

A. Connection Fees:

(1) Connection Fees Inside City Limits:

(a) For 3/4-inch service - FIVE HUNDRED (\$500.00) DOLLARS.

(2) Connection Fees Outside City Limits:

(a) All dimensions, sizes and capacities: to be fixed, when and if application therefor is approved, by the City Council.

B. User Fees:

(1) Residential User Fees Inside City Limits:

(a) Minimum monthly fee per month for active as well as inactive connections: \$17.00

The minimum monthly charge shall entitle the user to 6000 gallons of culinary water per month. The minimum charge shall be applicable to seasonal, temporary, inactive, as well as active connections to the system for both residential and commercial and may be regarded as a "demand" charge based upon capital investment to make service available at each point of connection and therefore peremptorily assessed although no water may be utilized at the premises in any given month.

(b) Charges for uses exceeding 6,000 gallons per month:

For use in excess of 6,000 gallons per month a charge of Forty (\$0.40) cents shall apply for each one thousand (1,000) gallons over 6,000 gallons.

Limits: (2) Other Than Residential User Fees Inside City

(a) Minimum monthly fee per month for active as well as inactive connections: \$23.00

The minimum monthly charge shall entitle the user to 12,000 gallons of culinary water per month. The minimum charge shall be applicable to seasonal, temporary, inactive, as well as active connections to the system for both residential and commercial and may be regarded as a "demand" charge based upon capital investment to make service available at each point of connection and therefore peremptorily assessed although no water may be utilized at the premises in any given month.

(b) Charges for uses exceeding 12,000 gallons per month:

For use in excess of 12,000 gallons per month a charge of Forty (\$0.40) cents shall apply for each one thousand (1,000) gallons over 12,000 gallons.

(3) Usage Fees Outside City Limits:

(a) Charges for usage outside the corporate limits of Fountain Green City not only as to the minimum, but also as to all overages shall be fixed from time to time by resolution or agreement as deemed proper under the circumstances.

C. Special Rates.

The City Council may, from time to time, fix by agreement or resolution special rates and conditions for users using exceptionally large amounts of water service or making use of the System under exceptional circumstances, upon such terms and conditions as they may deem proper.

SECTION 11: INDIVIDUAL UNIT. A water connection shall be required for each individual unit as established in Fountain Green City. For the purpose of this Ordinance, an individual unit is defined as a separate residence, building, commercial establishment, summer or recreational or other similar unit for use or served by culinary water, whether or not maintained in the same group as other units or parcels and each separate unit shall be required to pay minimum rates herein specified.

SECTION 12: USE WITHOUT PAYMENT PROHIBITED. It shall be unlawful for any person by himself, family, servants or agents to utilize the culinary water system without paying therefor, as herein provided, or without authority, to open any pipe, line, connection, stopcock, valve or other fixtures attached to the system of culinary water supply unless it is done pursuant to proper application, agreement or resolution. It shall be unlawful to injure, deface or impair any part or appurtenance of the water system or to cast anything into any reservoir or facilities appurtenant or contributing to the culinary water system. It shall be a criminal offense in any way to pollute any water source, watershed, drainage area, or any part of or contributing to the culinary water system.

SECTION 13: DELINQUENCY - DISCONTINUANCE OF SERVICE.

A. The Recorder or Superintendent shall furnish to each user, or mail to, or leave at his place of residence or usual place of business, a written or printed statement stating thereon the amount of water service charges assessed against him once each month or at such other regular intervals as the City Council shall direct.

B. The statement shall specify the amount of the bill for the water service and the place of payment and date due. If any person fails to pay the water charges within thirty (30) days from the date due, the Recorder or Superintendent shall give the consumer notice in writing of intention to discontinue the service to the consumer unless the consumer pays the bill in full within five (5) days from the date of notice.

C. If the culinary water service is thereafter discontinued for failure to make payment, then before the water service to the premises shall again be provided, all delinquent water charges must have been paid to the treasurer or arrangements made for their payment in a manner satisfactory to the City. In the event water is turned off for non-payment of water charges then before the water service to the premises shall again be provided, the consumer shall pay, in addition to all delinquent water charges, such extra charge for turning the water on or off as the City Council may have established by resolution. Until such a resolution has been adopted, there shall be added an extra charge of \$50.00 for turning on the water. Furthermore, in addition to

such payments and penalties, a delinquent consumer may be required to make and file a new application and deposit if the previous deposit has theretofore been applied to the payment of delinquent bills. The Recorder is hereby authorized and empowered to enforce the payment of all delinquent water charges by an action at law in the name of Fountain Green City.

D. Delinquencies associated with the payment of the initial hookup fee shall bear interest at the rate of 1.5% per month on the unpaid amount and the City may commence at its option, an action against the delinquent property owner of record at any time to recover the amount due plus court costs. In the event the owner of any of the premises, or the tenant or occupant, of the premises shall fail to pay any fee or charge, the City may cause the water to be shut off from such premises, and the City shall not be required to turn the same on again until all arrears for water furnished shall be paid in full. Nothing in this Section shall be deemed to require the City to connect any premises until the full connection fee and any security deposit imposed are both and all paid in full.

Delinquency in the payment of monthly user fees shall bear interest at the rate of 1.5% per month against the amount 30 days past due, and delinquencies following notice of intent to discontinue service shall result in the termination of all culinary water service until the delinquent amount plus interest accrued shall be paid to the City.

SECTION 14: TURNING ON WATER AFTER BEING TURNED OFF

PROHIBITED. It shall be unlawful for any person, after the water has been turned off from the premises for non-payment of culinary water charges or other violations of the ordinances, rules, regulations, or resolutions pertaining to the water supply, to turn on or to allow the water to be turned on or used without authority from the Superintendent or City Recorder.

SECTION 15. SEPARATE CONNECTIONS. It shall be unlawful for two or more families or service users to be supplied from the same service pipe, connection, water outlet or discharge unless special permission for such combination usage has been granted by the City Council and the premises served are owned by the same owner. In all such cases, a failure on the part of any one of the users to comply with this section shall warrant a withholding of a supply of water through the service connections until compliance or payment has been made, and in any event, the property owner shall be primarily liable to the City for all water services utilized on all such premises. Nothing herein shall be deemed to preclude the power of the City to require separate pipes or connections at a subsequent time.

SECTION 16. INTERCONNECTION PROHIBITED. No interconnection, cross-connection or other joining of the culinary and irrigation systems by any existing or future water user of the City shall be permitted, and any such interconnection shall be punishable as a Class B Misdemeanor with a fine of not more than \$1,000.00, and/or 6 months in jail and the owner of record of such property found to have such interconnection upon it shall bear all

costs associated with the destruction and removal of such interconnecting device or apparatus.

SECTION 17. NO OPEN DISCHARGE OF PRESSURIZED WATER SYSTEM IN CITY. There shall be no open discharge of water from the culinary water system which may or could intermingle culinary water with irrigation water (whether from a pressurized irrigation water system, sprinkler system or any other conveyor or deliveror of non-culinary water). Any discharge from the culinary water system not out of a sprinkler or nozzle shall be a violation of this System and shall be punishable as a Class B Misdemeanor with a fine of not more than \$1,000.00, and/or 6 months in jail and the owner of record of such property found to have any open discharge shall bear all costs required repair or rectify the violation.

SECTION 18: LIABILITY FOR DAMAGED EQUIPMENT. All damages or injury to the lines, meters, or other materials of the City on or near the consumer's premises caused by any act or neglect of the consumer shall in the discretion of the City be repaired by and at the expense of the consumer, and the consumer shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue to the City through its efforts to repair the damage to the lines, meters, or to other equipment of the department or collect such costs from the consumer.

SECTION 19: UNAUTHORIZED USERS. It shall be unlawful for any water service user to permit any person from other premises or any unauthorized person to use or obtain water service regularly from his premises or water facilities, either outside or inside his

premises.

SECTION 20: FACILITIES TO BE KEPT IN GOOD REPAIR. All users of water service shall keep their service pipes, connections and other apparatus in good repair and protected from frost at their own expense. No person except under the direction of the Superintendent shall be allowed to dig into the street for the purpose of laying, removing or repairing any service pipe.

SECTION 21: QUALITY OF SERVICE PIPE.

A. All service and other pipe used in conjunction with the water services of the City shall be of such material, quality, and specifications as the City Council may, from time to time by resolution, provide and shall be installed at such distances below ground as may be specified by regulations relating to the water department. All work, alterations, or extensions affecting water pipes shall be subject to the acceptance of the water Superintendent and no connections with any water mains shall be made without first obtaining a permit therefor from the City Recorder.

B. No consumer shall be permitted to conduct water pipes across lots or buildings to adjoining premises without the approval of the Water Superintendent and subject to such requirements relating to controls as may be imposed by him.

SECTION 22: FAULTY EQUIPMENT. It shall be unlawful for any water user to:

- (a) Waste water;
- (b) Allow it to be wasted by stops, taps, valves, leaky



joints or pipes, or to allow tanks or water troughs to leak or overflow;

(c) Wastefully run water from hydrants, faucets or stops or through basins, water closets, urinals, sinks or other apparatus:

(d) Use the water for purposes other than for those which he has applied or to use water in violation of the rules and regulations for controlling the water supply.

SECTION 23: WASTE OF WATER.

A. Users of water from the culinary water system shall not permit water to continue to run wastefully and without due efforts to conserve water. If, in the judgment of the Superintendent or of any of the officers of the City, a user of culinary water engages in practices which result in the needless waste water and continues to do so after the notice to discontinue wastefulness has been given, the Superintendent or any officer may refer the matter to the City Council.

B. The City Council may thereupon consider terminating the right of the individual to use culinary water. If it elects to consider the matter of termination, it shall give notice to the water user of the intention to terminate his water connection at least five (5) days prior to the meeting of the City Council at which termination of water service is to be considered. The notice shall inform him of the time and place of the meeting and of the charges which lead to the consideration of the termination.

C. A water user whose right to utilize culinary water

is being reviewed shall have opportunity to appear with or without counsel and present his reasons why his water service should not be discontinued.

D. After due hearing, the City Council may arrive at a determination. If the determination is to discontinue the wasteful water user's service connection, it shall notify him of decision and of the period during which the service will remain discontinued.

SECTION 24: SPRINKLING VEHICLES. Vehicles for sprinkling shall be regulated and controlled by the water department through the Superintendent of the water department.

SECTION 25: DEPARTMENT TO HAVE FREE ACCESS. The Superintendent and his agents shall at all ordinary hours have free access to any place supplied with water service from the City system for the purpose of examining the apparatus and ascertaining the amount of water service being used and the manner of its use.

SECTION 26: NON-LIABILITY FOR DAMAGES. The City shall not be liable for any damage to a water service user by reason or stoppage or interruption of his or her water supply service caused by fires, scarcity of water, accidents to the water system or its mains, or which occurs as the result of maintenance and extension operations, or from any other unavoidable cause. This section shall not be construed to extend the liability of the City beyond that provided in the Governmental Immunity Act.

SECTION 27: WATER NOT SUPPLIED TO MOTORS, SYPHONS: No water shall be supplied from the pipes of the City water system

for the purpose of driving motor, syphon, turbine, or other wheels, or any hydraulic engines, or elevators, or for driving or propelling machinery of any kind whatsoever, nor shall any license be granted or issued for any such purpose except by special permission of the City Council.

SECTION 28: SCARCITY OF WATER. In times of scarcity of water, whenever it shall in the judgment of the Mayor and City Council be necessary, the mayor shall, by proclamation, limit the use of water to such extent as may be necessary. It shall be unlawful for any person, his family, servants or agents to violate any proclamation made by the mayor in pursuance of this part.

SECTION 29: PERMITS FOR INSTALLATIONS. It shall be unlawful for any person to lay, repair, alter or connect any water line to the City culinary water system without first having obtained a construction permit from the officer or the Recorder or from the Superintendent.

SECTION 30: EXTENSIONS OF WATER MAINS WITHIN CITY. Any person or persons, including any subdivider who desires to have the water mains extended within the City which extension shall be further than 100 feet from the existing line, and is willing to advance the whole expense of such extension, may make application to the City Council by petition. The petition shall contain a description of such proposed extension accompanied by a map showing the location of the proposed extension together with an offer to advance the whole expense thereof, which cost shall be verified by the water Superintendent. The City Council may grant or deny the

petition as in its discretion seems best for the welfare of existing water users in the City. Such extension, when completed, shall become a part of the City's water system.

SECTION 31: COST OF EXTENSIONS DETERMINED. Upon the receipt of such petition and map and before the petition is granted, the City Council shall obtain from the water Superintendent a certified statement showing the whole cost and expense of making extensions.

SECTION 32: AMOUNT OF COST TO BE DEPOSITED WITH Recorder. If the City Council grants the petition, the amount of the costs of making the extension, as certified by the superintendent, shall be deposited with the City Recorder before any work shall be done on such extensions. The deposit shall be made within thirty (30) days, or such other time as the City Council shall require, after the granting thereof.

SECTION 33: RETURN OF ANY MONEY - FORFEITURE.

A. At the time the City Council decides whether or not to grant a petition for an extension, it shall also decide whether or not any portion of the costs is to be refunded and the manner and the circumstances under which such refund shall be made or credited to the applicant, his successors or representatives. Such determination shall be duly recorded in writing and a copy thereof furnished to the applicant.

B. In the event any deposit remains unclaimed for a period of five (5) years after the depositor has discontinued water service, the deposit may be forfeited and then transferred to the

water utility fund.

SECTION 34: OWNERSHIP OF EXTENSION. Any such extension shall be deemed the property of the City.

SECTION 35: DISPOSITION OF FUNDS. All connection fees and monthly user charges collected under the provisions of this Ordinance shall be deposited in Fountain Green City's Water System Fund and used to meet the operation and maintenance cost of the System; debt service on obligations appertaining to the construction associated with the completion of the system; and such other allocations as City Council may by resolution provide.

SECTION 36: RIGHT OF ENTRY ON PREMISES OF WATER USER. All authorized persons connected with the waterworks of the City shall have the right to enter upon any premises furnished with water by the City to examine the apparatus, the amount of water used and the manner of use, and to make all necessary shutoffs for vacancy, delinquency or violation of the ordinances, rules or regulations enacted or adopted by the City.

SECTION 37: EXTRATERRITORIAL JURISDICTION. The City may construct or authorize the construction of waterworks within or without the City limits, and for the purpose of maintaining and protecting the same from injury and the water from pollution its jurisdiction shall extend over the territory occupied by such works, and over all reservoirs, streams, canals, ditches, pipes and drains used in and necessary for the construction, maintenance and operation of the same, and over the stream or source from which the water is taken, for fifteen miles above the point from which

it is taken and for a distance of three hundred feet on each side of such stream and over highways along such stream or watercourse within said fifteen miles and said three hundred feet. All ordinances and regulations, including this Ordinance, is deemed necessary to carry the power herein conferred into effect, and is to enact among other things, an Ordinance preventing pollution or contamination of the streams or watercourses from which the inhabitants of the City derive their water supply, in whole or in part, for domestic and culinary purposes, and this Ordinance prohibits the construction or maintenance of any closet, privy, outhouse or urinal within the area over which the area over which the City has jurisdiction, and provides for permits for the construction and maintenance of the same, applications for which permits must be made to the City Council. In granting such permits the Council may annex thereto such reasonable conditions and requirements for the protection of the public health as they deem proper, and may, if deemed advisable, require that all closets, privies and urinals along such streams shall be provided with effective septic tanks or other germ-destroying instrumentalities.

SECTION 38: GENERAL SANCTIONS AND PENALTIES - CUMULATIVE REMEDIES. Without altering or diminishing the effect of any other sanction, penalty or consequence provided in this Ordinance elsewhere, the violation of, failure to observe, or omission to comply with any provision of this Ordinance, shall be a criminal offense punishable as a Class B Misdemeanor with a fine of not more than \$1,000.00 or 6 months in jail or both. Each day of continued

violation shall be a separately-punishable offense and this Section shall be in addition to any other penalty, sanction, consequence or remedy for enforcement of this Ordinance.

SECTION 39: SECTIONS PARTIALLY OR TOTALLY REPEALED; REPEAL OF INCONSISTENT ORDINANCES OR RESOLUTIONS. All ordinances and resolutions adopted thereunder or pursuant thereto, which may be inconsistent with or in conflict with this Ordinance or which may in any respect create an ambiguity, an uncertainty as applied, or any vagueness respecting the express terms of this Ordinance are hereby expressly repealed and the provisions of this Ordinance shall prevail over all enactments of Fountain Green City relating to its culinary water system. Any different provisions, different duties, responsibilities, rights, entitlements or powers in conflict herewith shall have no such conflicting force or effect after the adoption of this Ordinance as provided in §10-3-711, Utah Code Annotated, 1953, as amended, to date and as it may be amended in the future. Future resolutions, orders, motions or legislative enactments to fix new, different or higher or lower rates need not be posted or published unless required by law but shall remain in effect respecting the culinary water system.

To the extent any provision therein is inconsistent with or contrary to any provision of this Ordinance, the following Sections of Chapter 14 of the "Revised Ordinances of Fountain Green City" are repealed in part or in whole depending upon the extent of inconsistency:

§14-113  
§14-115

§14-127  
§14-128

\$14-116	\$14-129
\$14-120	\$14-130
\$14-121	\$14-131
\$14-122	\$14-132
\$14-123	\$14-133
\$14-124	\$14-134
\$14-126	\$14-135

The following Sections of Chapter 14, "Revised Ordinances of Fountain Green City" are repealed in their entirety:

\$14-114	\$14-119
\$14-117	\$14-125

The following Sections of Chapter 14, "Revised Ordinances of Fountain Green City" are expressly reserved and retained as Ordinances of Fountain Green City in their entirety and shall remain unaffected by this Ordinance:

\$14-136	\$14-144
\$14-137	\$14-145
\$14-138	\$14-150
\$14-139	\$14-151
\$14-140	\$14-152
\$14-142	\$14-153
\$14-143	\$14-154

SECTION 40: EFFECTIVE DATE AND POSTING ORDINANCE. The City Council hereby finds and declares that the public health, safety and welfare of Fountain Green City and its inhabitants require that the Ordinance take effect at an earlier date than twenty (20) days following its adoption and the posting thereof in the following three (3) public and conspicuous places in Fountain Green City:

- (1) Fountain Green City Hall;
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_



STATE OF UTAH )  
COUNTY OF SANPETE )

: SS.

CITY RECORDER'S CERTIFICATE

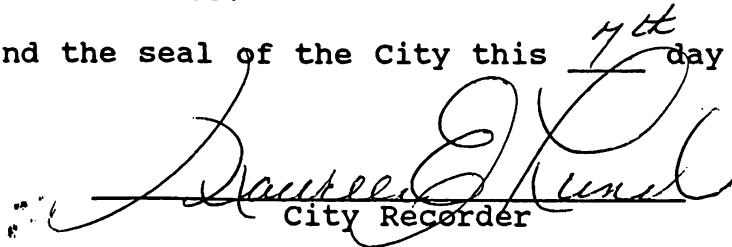
I, MAUREEN LUND, the duly chosen, qualified and acting Recorder of Fountain Green, Sanpete County, Utah, certify as follows:

The foregoing Ordinance was duly and regularly adopted by the City Council at its meeting on the 15 day of July, 1993, and it was then and there executed by the Mayor and attested by the City Recorder; and

Posting of the entire body of the Ordinance was completed by posting in three (3) public and conspicuous places in Fountain Green City;

And I further certify that any copies posted were fully executed prior to posting and remained posted from the aforesaid date until the date of this Certificate.

WITNESS my hand and the seal of the City this 14<sup>th</sup> day of September, 1993.

  
City Recorder

(S E A L)

