

**CITY OF LA PINE
ORDINANCE NO. 2015-04**

AN ORDINANCE CONCERNING THE CITY OF LA PINE’S WATER SYSTEM UTILITY; ADOPTING CERTAIN RULES, REGULATIONS, RATES, AND CHARGES CONCERNING THE WATER SYSTEM UTILITY; AMENDING, REPLACING, AND/OR SUPERSEDING ANY AND ALL ORDINANCES, RESOLUTIONS, AND/OR POLICIES IN CONFLICT WITH THIS ORDINANCE, INCLUDING CERTAIN WATER SYSTEM UTILITY RULES AND REGULATIONS ADOPTED UNDER ORDINANCE NO. 2012-08; AND DECLARING AN EMERGENCY.

WHEREAS, on June 20, 2012, the City of La Pine (“City”) adopted Ordinance No. 2012-08 (the “Water Ordinance”), which Water Ordinance (a) established City’s water system utility, and (b) adopted the rules, regulations, rates, and charges of the former La Pine Water District (the “Water District”) as the initial rules, regulations, rates, and charges for City’s water system utility; and

WHEREAS, the La Pine City Council has determined that certain operative provisions of the adopted Water District rules, regulations, rates, and charges are outdated, difficult to administer, and must be amended, replaced, and superseded; and

WHEREAS, subject to the terms and conditions contained in this Ordinance No. 2015-04 (this “Ordinance”), this Ordinance amends, replaces, and/or supersedes the Water Ordinance.

NOW, THEREFORE, the City of La Pine ordains as follows:

1. Findings. The above-stated findings are hereby adopted.
2. Short Title. This Ordinance may be referred to and cited as the “Water Use Regulations Ordinance.”
3. Definitions. Unless the context requires otherwise, when used in this Ordinance the following terms and phrases have the meanings assigned to them below:

“Applicant(s)” means a person applying for water service.

“Base charge(s)” or “base rate(s)” means the charge for water service that is in addition to the consumption charges.

“City council” or “council” means the La Pine City Council.

“City manager” means City’s city manager or his or her designee.

“City system,” “water system,” or “system” consists of the water source facilities and distribution system, including, without limitation, all facilities of the water system under the control of City (including, without limitation, meters and service connections).

“Customer(s)” means a person receiving water service from the system.

“Customer service line(s)” means the pipe, valves, and facilities leading from the outlet of the meter into the premises being served.

“Consumption charge(s)” means the charges placed on every gallon of water delivered in excess of the gallon usage applicable to the base charges.

“Cross-connection(s)” means any actual or potential unprotected connection or structural arrangement between City’s or customer’s potable water system and any other source or system through which it is possible to introduce into any part of the system any used or non-potable water, industrial fluid, gas, and/or substance other than the intended potable water with which the system is supplied. “Cross connection(s)” include, without limitation, bypass arrangements, jumper connections, removable sections, swivel or change-over devices, and other temporary or permanent devices through which, or because of which, backflow can occur.

“Fee schedule” means the rates, charges, and any related regulations established by council resolution from time to time in accordance with this Ordinance.

“Main(s)” means the distribution pipelines located in public or private rights-of-way used to supply potable water.

“Manager” means City’s public works manager or his or her designee.

“Person(s)” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity.

“Premises” or “property” includes the subject real property and all improvements located thereon.

“Service connection(s)” means the pipe, valves, and other facilities used to supply potable water from the main through the meter but not including private piping beyond the meter.

“System development charge(s)” means a reimbursement fee, an improvement fee, or a combination thereof assessed or collected at the time of increased usage of a capital improvement or issuance of a development permit, building permit, or connection to the capital improvement. “System development charge(s)” includes that portion of a sewer or water system connection charge that is greater than the amount necessary to reimburse the local government for its average cost of inspecting and installing connections with water and sewer facilities.

“Temporary service” means service not intended to be permanent (such as construction sites) with expected duration(s) of six months or less, unless prior approved by the city manager in writing.

4. Application for Service; Mandatory Connection; Classifications.

4.1 Application. Each applicant for water service will complete and sign an application form provided by City which will include the date of application, location of premises, whether the applicant has been served before, the date on which service is to begin, the purpose for which service is to be used, the address for mailing or delivery of bills, the applicant’s address, the class and size of water service, and such other information as City may require. In signing the application, an applicant agrees to abide by the rules, regulations, and restrictions of City for use of its water system. An application constitutes a written request for service and does not bind City to provide water services.

4.2 Application for Non-Owner Occupied Premises. The owner(s) of a non-owner occupied premises will be jointly and severally liable for any and all water service related fees, charges, expenses, losses, damages, and/or fines incurred by any and all tenant(s)/applicant(s) of the owner(s) non-owner occupied premises, including, without limitation, any late and/or penalty fees. Upon the earlier of City’s request or when application is made for water service at a non-owner occupied premises, the owner(s) of the non-owner occupied premises will sign an agreement, in a form and substance approved by the city manager, providing that the owner(s) will, in the event of nonpayment or delinquency, be jointly and severally liable to City for the full payment of any and all water service related fees, charges, expenses, losses, damages, and/or fines incurred by the tenant(s)/applicant(s) of the owner(s), including, without limitation, any late and/or penalty fees. An owner’s signature on the aforementioned agreement constitutes the owner’s written consent, including, without limitation, for purposes of ORS 91.255, to City’s transfer of a claim against any owner tenant(s)/applicant(s) to the owner in accordance with Section 7.6. The council may establish by resolution at any time and from time to time a process for collecting outstanding water charges, expenses, losses, damages, and/or fines from the responsible parties.

4.3 Deposit. The city manager may require an applicant to provide a deposit for the receipt of water service at the time of application and/or re-application for water service. No interest will be earned on any deposit and the amount thereof will be calculated so as to ensure that all City costs associated with the provision of water to the applicant by City will be covered.

4.4 Refund of Deposits. Deposits will be refunded to a customer if the customer has timely and fully paid all amounts due City from the customer for a period of at least twelve (12) consecutive months.

4.5 Refusal of Service. An application may be denied for any of the following reasons:

4.5.1 The application is incomplete, not signed by the customer, or is ineligible;

4.5.2 The application requests service to a property location that would be difficult or impossible to provide without obtaining right-of-way or extending trunk or laterals;

4.5.3 The applicant, owner, and/or occupant has previously failed to pay duly imposed charges for City water or other services. City may refuse water service to the subject premises until such time as City is provided adequate financial security (in a form approved by the city manager) by the applicant, owner, and/or occupant that the delinquencies will be paid;

4.5.4 The water system is unable to supply the demand created by the proposed use without the acquisition of new sources of water or capital improvements to the existing system;

4.5.5 The applicant has been found in violation of any water and/or sewer ordinances, rules, and/or regulations two or more times; and/or

4.5.6 The plumbing on the premises where services will be provided does not meet the standards required by applicable federal, state, and/or local laws, regulations, and/or ordinances.

Applicants whose applications are denied will be notified in writing. The notice will state the reasons for denial and explain the applicant's right of appeal. Such appeal rights and processes will be the same as that for City-initiated service termination described in Section 9.4. Applicants whose application has been denied under Section 4.5.2 will be informed of the procedure for creating a reimbursement district to extend existing mains or laterals. Notice of denial will be mailed to the applicant's address as shown on the application. Notice will be effective as of the date of mailing.

4.6 Mandatory Connection. If water service is available for connection to a premises, including, without limitation, if and when water service is available for connection to a premises utilizing a private water system (e.g., well), the owner or occupant must apply for water services in accordance with this Section 4 and connect to the water system within ninety (90) days after City's written notice to apply and connect; provided, however, the city manager may extend the aforementioned ninety-day time period for one additional period not exceeding ninety (90) days after the city manager's consideration of the following factors, to the extent applicable: (a) size, location, and elevation of the premises; (b) condition of the private water system, if any; (c) length of the requested extension (which may not exceed ninety (90) days)); and (d) such other criteria and conditions as the city manager may deem appropriate after consulting with City's engineer and/or the water master if the city manager deems such consultation necessary.

4.7 Service Classifications. City's initial service classifications will be residential and commercial. City may modify its service classifications and/or establish additional service classifications from time to time by council ordinance or resolution. Any class of service may be within or outside City's incorporated limits. Residential services consist of all services for domestic purposes concerning detached single family residences and duplexes (dwellings) designed for permanent occupation and which include kitchens and bathroom facilities. Unless and until modified by council resolution or ordinance, commercial services consist of all water services that do not meet the residential services definition provided under the immediately preceding sentence.

5. Access to Premises. By requesting and receiving water service from City, every customer grants City and its authorized agents and employees the right and ability at all reasonable times to enter onto the customer's premises to determine compliance with City's rules, regulations, and restrictions concerning delivery and receipt of water service.

6. Meter Reading; Billing.

6.1 Meters. All premises using water will be metered. Upon the advance payment of any applicable charges, City will install a separate service from the water main to the property or other location designed by City. Where water is now supplied through one service to more than one residence, business, or premises, City may notify the owner of the necessity to provide separate installation of services from the water main to the meter or shutoff.

6.2 Meter Readings. Meters will be read at regular intervals determined by City.

6.3 Access - General. The customer will ensure safe and efficient access to the meter and shutoff valve at all times. Whenever it is necessary to enter a building to read or work on a meter, a safe passageway, free and clear of obstruction, must be maintained by the occupant of the premises from the building/property entrance to the meter. By connecting to the system, the customer consents to City's (and its authorized agents and employees) removal of any obstruction(s) as necessary to maintain access to the meter.

6.4 Access to Meter Box. Customers are required to maintain a minimum of a two foot (2') area surrounding the meter box free of vegetation and/or other obstruction. Clear access to the meter will be from the street side in a direct path to the water meter. Failure to maintain the area will result in City personnel clearing the area to meet City's meter reading and maintenance needs. The customer will be charged any expenses incurred by City in clearing the area. City will have no liability for trimming or maintaining vegetation in order for City to read and maintain meters.

6.5 Estimated Meter Read. If it is determined by City that a meter fails to register accurately or City determines that it is unable to read a meter, the current billing may be calculated in accordance with written policies developed by the city manager. Failure to read the water meter does not relieve a customer from its obligation to pay for actual or estimated water use.

6.6 Customer Re-Read. A customer may request that the customer's meter be re-read if there is a reasonable basis to conclude that the customer's bill is in error.

6.7 Prorated Charges. Accounts will have the base charges prorated through the day that service is terminated (for closing accounts) or on the day that service started (for new accounts). For service/account terminations, base charges will be prorated only if the customer's water usage is below the applicable base rate water usage amount.

7. Rates; Payments for Services.

7.1 Water Rates. The council may establish and/or modify from time to time such water rates, fees, charges, fines, and penalties (which may or may not be contained in the fee schedule) related to the water system and/or water consumption as the council deems necessary or appropriate by council resolution, including, without limitation, late fees and penalties.

7.2 Place of Payment. All payments will be made to City at the place designated on the most recent utility bill.

7.3 Bill Payment. All bills for metered accounts will be due and payable upon receipt. Accounts which have not been paid in full within fifteen (15) days of the due date indicated on the bill will incur the then applicable late fees and penalties. A late notice will be sent out on or about the thirtieth (30th) day following the due date indicating the amount of any late fees and penalties, the date a "door hangar notice" will be posted, and the date that water service will be terminated if the account is not paid in full. Accounts which have not been paid in full within forty (40) days of the due date will be assigned a place on the "door hangar" list created by City. Delinquent accounts assigned to the "door hangar list" will be assessed additional fees established by City from time to time. A termination notice will be placed upon the customer's premises if an account has not been paid in full within fifty (50) days of the due date advising the customer that water service will be terminated within seven days from the posting of the termination notice unless the entire balance due and owing, including interest and delinquent fees, is paid in full within the aforementioned seven-day period. All bills for other fees and charges are due and payable at the time such fees or charges are assessed.

7.4 Delinquent Accounts. After notice is provided as described in Section 7.3, City may turn off water supply to the premises being served for which payment is delinquent after the owner(s) and/or occupant(s) (if different) is given the chance to challenge the validity of delinquency and/or the amount thereof before the city manager consistent with the process set forth in Sections 9.4.1-9.4.2. If service is terminated, it will be restored after payment is arranged in terms satisfactory to City.

7.5 Billings of Separate Meters Not Combined. Each meter on a customer's premises will be considered separate and the readings of two or more meters will not be combined.

7.6 Tenant Accounts. An owner of any non-owner occupied premises will immediately notify City if the non-owner occupied premises (or any unit thereof) becomes vacant. Until the owner provides the vacancy notice required under the immediately preceding sentence, the owner(s) will be required to pay for the water service made available and/or provided to the vacant non-owner occupied premises (or unit thereof). Prior to transferring a claim against an occupant/applicant to the owner(s) of the premises, City will provide notice of the delinquent status to the occupant/applicant and mail a copy of the notice of delinquency by first class mail to the last address of the owner or owner's agent that is on file with City within thirty (30) days from the time the payment is due on the account. The transferred claim will be a lien against the premises served from the date the notice of delinquent status is mailed to the owner or owner's agent of the premises. The transfer does not relieve the tenant of the obligation to pay the claim.

7.7 System Development Charges. Pursuant to City Ordinance No. 2012-09, system development charges will be levied upon each new building, structure, or fixture unit attached to the water system at the time of initial attachment, or upon resizing of a connection to accommodate a new service pipe larger than three-quarters inch ($\frac{3}{4}$ ") inside diameter.

8. Adjustments.

8.1 Overcharge Adjustment. When City determines a customer has been overcharged for services, City will apply a credit to the account based on the date the error first occurred, the date the customer became responsible for the account, or a period not to exceed one year, whichever is less.

8.2 Undercharge Adjustment. When City determines a customer has been undercharged for services, City will bill the customer based on the date the error first occurred, the date the customer became responsible for the account, or a period not to exceed one year, whichever is less. If the date cannot be easily determined, City will estimate the bill for a period not to exceed one year. Customers receiving a billing adjustment will be offered an opportunity to make arrangements for payment (which arrangements must be prior approved by the city manager in writing).

8.3 Adjustment for Water Loss. If City determines that water loss occurred on the customer's side of the meter due to unintentional damage of the customer's plumbing system and the cause for the loss has been properly repaired, the city manager may adjust the customer's billing for up to fifty percent (50%) of the excess water use. The billing(s) to the customer will be adjusted in an amount based upon the water rates in effect for the loss period multiplied by the adjustment allowance. The amount, if any, will be credited to the customer's account after repairs have been satisfactorily completed. Request for adjustments must be made within thirty (30) days after the date of the first billing indicating the excess use. Adjustments will not be available when the excess use appears due to, among other things, a failure to properly shut off water or repair any water leak. City will not provide more than one adjustment per customer, per calendar year.

8.4 Non-Registering Meters. The customer will be charged for water consumed while the meter is not registering. The bill will be based on an estimate of consumption using either the premises' prior use during the same season of the prior year or a comparison with the use of other similarly situated customers receiving the same class of service during a similar period and under similar circumstances and conditions, as determined by City.

9. Termination of Water Service.

9.1 Customer Request. Customers may have service temporarily discontinued and placed in inactive status for a period not exceeding six months (unless prior approved by the city manager in writing) by notifying City of the desired weekday date of discontinuance. Each customer must exercise its best effort to provide City not less than twenty-four (24) hours' prior notice of the customer's desire for the discontinuance. A customer requesting discontinuance will be required to pay all charges through the date of discontinuance. In addition, a customer requesting discontinuance will be required to pay a discontinuance charge each time City is requested to discontinue the water service. If the discontinuance notice described in this Section 9.1 is not timely given to City, City may require the customer to pay for all charges through the date City determines that the premises has been vacated or the service otherwise discontinued.

9.2 City-Initiated Termination. Water service may be terminated by City under any of the following circumstances:

9.2.1 If there is reasonable cause to question the safety or purity of the water;

9.2.2 In case of emergency, damage, or reasonable threat of damage by casualty to the system;

9.2.3 If City obtains knowledge that a leak has occurred on the customer side of the meter and City reasonably believes that the leak may cause significant water loss or could or is causing damage to either the premises or other properties;

9.2.4 If service to the premises is turned on without first obtaining City's approval for the water service;

9.2.5 If the utility bill is not timely paid pursuant to Section 7.3;

9.2.6 If a deposit required is not fully paid within seventy-two (72) hours of the applicant's application for service;

9.2.7 If a customer fails to comply with any system rules, regulations, and/or restrictions, and/or is found in violation of any water or sewer ordinances, rules, regulations, or restrictions;

9.2.8 Failure to allow access to the premises for determining compliance with City rules and regulations concerning water service;

9.2.9 If an owner and/or occupant's (if different) account has become delinquent and/or the occupant vacates the premises without payment and any deposit held by City for the premises does not cover the delinquency;

9.2.10 If an owner and/or applicant connects his or her water connection (in any form or manner) to another parcel of property or a mobile home or camper without the prior written approval of the manager; and/or

9.2.11 Failure to comply with the cross-connection backflow program set forth under City's cross connection ordinance, Ordinance 2015-06.

9.3 Notice of Service Termination. Notwithstanding anything contained in this Ordinance to the contrary, for any City-initiated termination identified under Sections 9.2.1-9.2.4, no advance notice of termination is required. Under those circumstances, City will attempt to notify the customer at the earliest opportunity by the most practical means possible under the circumstances. For all other City-initiated terminations, notice of City's intent to terminate service will be sufficient if given by either (a) first class mail sent to the customer's address as shown in City records (notice will be deemed complete upon deposit), and/or (b) posting a notice on the serviced premises. If the notice is posted, the notice will be deemed complete upon posting. The customer will be assessed and required to pay any applicable posting charges imposed by City.

9.4 Right to Challenge Application Denial/Service Termination.

9.4.1 Except for City-initiated terminations listed in Sections 9.2.1-9.2.4, any person aggrieved by a ruling or interpretation of this Ordinance may appeal the ruling or interpretation by filing a notice of appeal with the city manager. The notice of appeal must be filed not later than five days prior to the proposed termination date or within ten (10) business days after the date notice of the ruling or interpretation is delivered to the person, whichever is earlier. The notice of appeal must contain (a) the name, address, and telephone number of the appellant, (b) a copy of the ruling or interpretation being appealed, and (c) the basis for the appeal, describing with reasonable specificity why the ruling or interpretation was issued in error. No termination of service will occur during the pendency of any challenge before the city manager under Sections 9.4.1-9.4.2.

9.4.2 The city manager will conduct an informal hearing on the matter and after consideration of the material presented by the appellant as well as material from City, the city

manager will decide whether to approve or deny the appeal. If necessary, the city manager will prepare a written decision based upon the city manager's findings. The city manager will send his or her written decision, if applicable, to the appellant and the council.

9.4.3 If the appellant determines that his or her appeal has not been handled to his or her satisfaction by the city manager, he or she may, within thirty (30) days after receipt of the city manager's decision, request that the council complete an independent review of his or her appeal. The city manager will forward to the council his or her entire file on the case for review of the council. The council will, within thirty (30) days after receipt of the request for an independent review, prepare a written decision on the matter and send the decision to the appellant and the city manager. The council's decision is final, conclusive, and binding.

9.5 Liability. City is not liable or responsible for any actual, consequential, and/or other damage(s) to person(s) or property resulting from its decision or the decision(s) of its employees or agents to terminate water service to any person(s) or premises that is done consistent with or pursuant to this Ordinance and/or applicable law, including, without limitation, any termination occurring after the city manager's determination under Section 9.4.2.

10. Meter Maintenance, Repair, and Testing.

10.1 Maintenance of Meters. Meters are property of City. City will maintain all service connections in good order, and will make all necessary repairs and replacements of the City-owned meters and other parts thereof, at the expense of City. Each customer is required to take all due precautions to protect the connection through which the customer is served. No person will trespass upon, mark, destroy, or tamper with the meters or any other property or equipment of City unless authorized by the manager. If a meter is damaged by the carelessness, negligence, or intentional act of the owner or occupant of the premises, City will repair the meter, and the cost of such repairs will be charged to the customer.

10.2 Customer Request. A customer may request that City test the water meter serving the customer's premises by making application for such testing to the manager. If the test shows that the water meter registers outside the American Water Works Association ("AWWA") standards, the meter will be repaired or replaced at no cost to the customer. If the test shows that the water meter registers within AWWA standards, the customer may be required to pay for the test, as determined in the manager's sole discretion. A written report of the results of the test will be made available to the customer.

10.3 City-Initiated Test. City may temporarily interrupt service in order to test existing meters or make necessary repairs.

11. Interruption in Service. City will not be liable for any actual and/or consequential damage(s) resulting from interruption(s) in service, shortages, and/or insufficiency of supply.

Temporary shutdowns of the system (or portions thereof) may be required for improvement(s) and/or repairs. Whenever reasonably possible, and if time permits, City personnel will notify any affected customers prior to the interruption of service.

12. Customer Service Lines and Maintenance. The customer is responsible for payment of costs associated with the installation of any service line(s) from City's water meter outlet to the premises to be served. The customer service line(s) will be installed consistent with the Oregon State Plumbing Specialty Code or other plumbing and/or specialty code(s) applicable to the particular installation. No pump equipment will be connected to a customer service line without prior written approval from the manager. The customer will be responsible for the maintenance and repair of the customer's service line from the water meter outlet to the premises to be served. All leakage in the customer service line after the water meter will be the sole responsibility and expense of the customer. Leaks in the customer service line must be repaired within fifteen (15) days of detection.

13. System Standards; User Connections.

13.1 Requests for Connection. It is unlawful for any person to make any connection to the mains or any other portion of the system without first obtaining written permission from City. If a request for connection to the mains or any other portion of the water system is approved by City, the requestor will pay all applicable service connection and system development fees and charges. All service connection and system development fees and charges will be paid at the time the request for connection is approved. If the request for connection is approved, City will make (or have made) the necessary service connections to the system. Meter connection will be sized using the fixture count method as described in the Oregon State Plumbing Specialty Code with a minimum size for any water meter being five-eighths/three-fourths inch. Connections will be located at such points as City will determine appropriate. Unless required by City, removal or relocation of a service connection will be at the expense of the customer. The customer will bear responsibility for reconnection of the customer service line. All service connections will be made consistent with City specifications relating to size, materials, and methods of installation. No customer will extend a service line to furnish water to any residence, business, or premises on the same or neighboring tax lot(s) than the premises occupied by the customer without City's prior written approval.

13.2 Separate Service Connection. A separate service connection is required for the following: (a) each property under separate ownership; (b) each single family dwelling; (c) each apartment; and/or (d) each place of business. All outlying buildings used in conjunction with the property, dwelling place, and/or business or other institution may be served from the connection, as well as all buildings on the premises operating under one management.

13.3 Multiple Users. In the case of a commercial or industrial property with multiple users on a single tax lot, additional service connections may be provided upon approval by the manager; duplex units on a single tax lot may also qualify for multiple meters.

13.4 Master Metering. City may permit master metering of more than one water service. The owner will designate the person who will be responsible for payment of all water charges and acceptance of service for all water-related notices. If any payment is not made in full when due, City may terminate service even if partial payment is tendered by other occupants of the premises.

14. Fire Protection Service Connections.

14.1 Fire Protection Service Connection. A standby fire protection service connection from a fire service line will be installed in accordance with applicable regulations and only if adequate provisions are made to prevent the use of water from such service for purposes other than fire extinguishing or testing of fire protection system. As determined by City, the customer will pay the cost of installing the standby fire protection service connection, including, without limitation, any required backflow prevention assemblies, special water meters, and/or other devices installed solely for service to a standby fire service connection. No consumption charge will be made for water used in extinguishing fires. A person requesting a standby fire protection service connection will pay the cost of mains, fittings, valves, and all related components necessary or appropriate to supply the required flow.

14.2 Unlawful Use of Fire Connection Service. If water is used from a standby fire connection service in violation of this Ordinance, an estimate of the amount used will be computed by City. The user will pay for the water used based on the estimated quantity thereof, including a minimum charge based on the size of the service connection. If a second unauthorized use occurs, the user will immediately pay a penalty fee in an amount reasonably determined by the city manager.

15. Temporary Service. City may grant temporary water service during construction and for special events approved by City. The applicant must make a request for temporary service and pay any associated fees established by City. The customer will use all possible care to prevent any damage to the meter, including damage which arises from freezing temperatures or to any other City-loaned equipment. Duration will include from the time the equipment is installed until the time the equipment is physically returned to City control. If the meter or other equipment is damaged, the cost of making repairs and all associated charges will be borne by the applicant. Temporary connections will be disconnected and terminated within six months after installation unless the applicant requests in writing an extension of time and the city manager approves such extension in writing.

16. Main Extensions.

16.1 Main Extensions. In general, all water main line extensions will extend the entire distance between opposite boundaries of the premises to be served and will be located within the public right-of-way, unless City determines it necessary to construct water lines on public easements across private property. Water mains will not be smaller than eight inches (8") unless otherwise prior approved by City in writing. The property owner or user will bear the cost of the water mains and all piping, fittings, valves, and other materials and equipment used.

16.2 System Improvements - General. City may construct system improvements upon the request of, and at the expense of, the property owner or user. The costs and scheduling will be determined by City. Construction of system improvements will be by City or a contractor approved by the manager. Property owners using private funds for construction of water improvements will select an engineer or contractor for the design of water system improvements that meet City's requirements. The property owner or customer will be required to make advance payment for the estimated costs of plan review, administrative expenses, and other applicable fees related to the proposed project.

16.3 Construction of System Improvements. All water main extensions will be constructed only by City or by a waterworks contractor approved by the manager and in accordance with the latest public works design standards adopted by City. City will approve all construction plans. The pipe, fittings, valves, hydrants, and other materials for the construction of the extensions will be of the size and quality, and located, as City specifies. No main extension will be laid until the estimated costs have been deposited in an account and in a form approved by the city manager or City's finance manager. Installations made by a waterworks contractor will be inspected and approved by City to ensure compliance with plans and specifications. Back-filling of trenches prior to City approval is prohibited. Fire hydrants will be installed at locations designated by City. After acceptance by City, the system improvements will be the sole property of City and maintained and operated by City personnel. If the system improvements are installed by a private owner, the property owner and the property owner's contractor will be responsible for a warranty period of not less than two years after City's formal written acceptance for failure of either materials or workmanship in the improvements.

17. Fire Hydrants; Bulk Water.

17.1 Fire Hydrants. No person other than those authorized by the manager will open any fire hydrant or attempt to draw water from a fire hydrant in any manner. Violation will result in consumption and penalty fees. Any future request will be denied until all applicable fees have been paid. No person will damage or tamper with any fire hydrant. In order to obtain water from a fire hydrant, the customer must first obtain City's prior consent for use of bulk water. City will determine the hydrant(s) for the customer to utilize. Fire hydrants placed on private property are to be used only for fire emergencies or other uses authorized by City. City will designate paint colors of public hydrants. No change in hydrant color is allowed unless specifically authorized by City.

17.2 Bulk Water. At the time the customer signs up for temporary water from a fire hydrant, the customer must supply City with an estimate of the amount of water to be used, the name and address of the person(s) responsible for the bill, the date and time the water will be taken from the fire hydrant, and the date any City equipment used by the customer will be returned. A bill will be generated from metered readings after the service is used. Charges for water furnished through a temporary service connection will be at the bulk water rate.

17.3 Fire Hydrant Maintenance. Eighteen inches (18") will be maintained between the ground and the center of the lowest hydrant discharge port. No change in grade (ground elevation) is allowed without approval of City. A three-foot (3') clear space will be maintained around the circumference of hydrants. Access from the street to the hydrant will be kept clear. The customer will be responsible for pruning or removing landscaping or other obstructions that restrict access to the fire hydrant. Upon notice from City, the owner or customer will remove such obstruction or correct non-compliance within fourteen (14) days. If the obstruction or noncompliance is not timely corrected, City may at any time thereafter take such steps to correct the problem and bill the cost of the corrections to the customer.

18. Cross-connections. No water service connection to any premises will be installed or maintained by City unless the water supply is protected as required by City's cross connection and backflow program set forth in City's cross connection ordinance, Ordinance No. 2015-06. If such violation becomes known, City will deny or immediately discontinue service to the premises by providing for physical disconnection of the service lines until the customer has corrected the condition(s).

19. Responsibility for Damage or Injuries. The customer will be liable for any damage or injury resulting from the customer's failure to properly construct, maintain, repair, and/or correct conditions in the customer's service line. The customer will be liable for any damage to the City system caused by an act of the customer and/or its tenant(s), agent(s), employee(s), contractor(s), licensee(s), and/or permittee(s). Damage to the system will include, without limitation, breaking seals and locks, tampering with meters or meter boxes, damage by heat, hot water, or steam, cross-connections, traffic hazards, and damaged curb stops, meter stops, and other service appurtenances. The customer responsible for damage or tampering may also be fined and/or have service terminated. No modification or alterations to the meter assembly will be made. The customer will be responsible for any damage to meters or meter boxes due to the unlawful modification or alternation of City's installation.

20. Declaration of Water Emergency; Water Restrictions. The city manager may, upon receiving reliable information that system function and/or capacity is about to be impaired or has been impaired, declare a water emergency. Upon declaration of a water emergency, the city manager may impose such restrictions upon the use of water as is deemed necessary or appropriate to protect the health, safety, and welfare of the citizens of the affected area. The city manager will use reasonable means to notify the public of the restrictions imposed. At the next council meeting following imposition of the restrictions, the city manager will present a report describing the nature of the emergency, the expected duration of the emergency, and the steps taken to alleviate the emergency. The council may, at any meeting subsequent to the emergency, confirm, alter, amend, and/or terminate the restrictions imposed by the city manager by resolution. No person will violate the terms of any restriction or condition placed upon the use of water by the city manager or the council pursuant to this Section 20. It will be no defense to a charge of violation that the person cited had no knowledge of the terms of the restriction.

21. Authority of City Manager. Unless otherwise stated herein, the city manager or his or her designee will have the exclusive authority to make any discretionary determination allowed by this Ordinance, including, without limitation, determinations as to approvals, authorizations, judgments, adjustments, requirements, options, and/or impacts upon the water system and/or customers thereof.

22. Water Charge Liens. Water service charges will be a lien against the premises served from and after the date of billing and entry on the ledger or other records of City pertaining to the water system, and such ledger or other records will remain accessible for inspection by anyone interested to ascertain the amount of such charges against the premises. Whenever a bill for water service remains unpaid ninety (90) days after it has been rendered, the lien thereby created may be foreclosed pursuant to ORS 223.610, or in any other manner provided for by law or City ordinance.

23. Prohibited Acts. Unless authorized by City, it is unlawful for any person to do, commit, and/or assist in committing any of the following things or acts in City:

23.1 To open or close any fire hydrant or service connection, or lift and/or remove the cover of any gate valve or shutoff;

23.2 To interfere with, destroy, deface, impair, injure, and/or force open any gate, door, and/or any property appertaining to the water system;

23.3 To resort to any fraudulent device or arrangement for the purpose of procuring water for a customer or others from private connections on premises contrary to City regulations or ordinances;

23.4 To interfere with or injure any reservoir, tank, fountain, hydrant, pipe, valve, and/or other apparatus pertaining to the water system, and/or to turn on or off the water in any street, hydrant, and/or other public water fixture;

23.5 To make or permit to be made any connection with the main or service pipes of the water system, and/or to turn on or use the water of the system without first obtaining City's approval;

23.6 To cover or conceal from view any water valve box, service, and/or meter box;

23.7 To remove any water meter that has been placed by City, and/or to change, interfere with, and/or tamper with any meter;

23.8 To construct any structure over or within ten feet (10') of any main or service line;

23.9 To operate any portion of the water system or operate a system within City using City water providing water service to users or consumers; and/or

23.10 To violate any emergency water restriction issued by the city manager or council.

24. City Enforcement, Violation - Civil Penalty; Other Relief. City will enforce the provisions of this Ordinance by administrative, civil, and/or criminal action as necessary to obtain compliance with this Ordinance. Any person violating any provision of Section 23, or any other provision of this Ordinance, will be subject to a civil penalty not to exceed the sum of Two Thousand Five Hundred Dollars (\$2,500.00) for each violation. Each violation of a provision of this Ordinance, and every day that such Ordinance violation exists, will be considered a separate violation. In addition to the foregoing civil penalties, City may seek, in a court of competent jurisdiction, such other and additional relief (including all legal and equitable relief and remedies) available under applicable law as well as recovery of its costs and attorney fees. City will be entitled to collect from any person violating or otherwise failing to comply with this Ordinance City's reasonable attorney fees and other fees, costs, and expenses incurred by City to enforce this Ordinance. The remedies provided in this Section 24 are not exclusive and will not prevent City from exercising any other rights and/or remedies available under law.

Compliance with this Ordinance will in no way be a substitute for or eliminate the necessity of compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the public health as now in force or hereafter amended.

25. Amend, Replace, and Supersede. This Ordinance amends, replaces, and/or supersedes the Water Ordinance and all ordinances, resolutions, and/or policies in conflict with this Ordinance; provided, however, (a) this Ordinance does not affect the transfer of the Water District to City and/or City's establishment of the water system utility under Section 2 of the Water Ordinance, (b) this Ordinance does not relieve any person of any obligations that may have accrued under the Water Ordinance prior to the effective date of this Ordinance, (c) City may continue the enforcement, prosecution, conviction, and/or punishment of any person who has or will violate the Water Ordinance prior to the effective date of this Ordinance, and (d) the water rates, fees, deposits, and/or other charges provided or contemplated under the Water Ordinance will continue in full force and effect until amended, repealed, and/or superseded by council resolution.

26. Interpretation; Severability; Errors. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. Any reference to a particular law, rule, regulation, restriction, code, or ordinance includes the law, rule, regulation, restriction, code, or ordinance as now in force and hereafter amended. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid,

unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the council to cure editorial and/or clerical errors.

27. Emergency Declaration. The council finds that passage of this Ordinance is necessary for the immediate preservation of the peace, health, and safety of City's citizens by ensuring that uniform rules and equitable rates are prescribed for the furnishing and use of water. The council further finds that a delay of thirty (30) days prior to the effective date of this Ordinance may result in acts, omissions, and/or conditions detrimental to the public welfare. Therefore, an emergency is declared to exist and this Ordinance will be in full force and effect upon its passage by the council and approval of the mayor.

IN WITNESS WHEREOF, this Ordinance was PASSED by the council by a vote of ____ "for" and ____ "against" and APPROVED by the mayor on May 12, 2015.

Ken Mulenex, Mayor

ATTEST:

Richard L. Allen, Interim City Manager