

LACLEDE WATER DISTRICT  
ORDINANCES AND OPERATING BYLAWS

*Laclede Water District  
PO Box 222  
Laclede, ID 83841*

**REVISION RECORD**

<b>REV</b>	<b>DATE</b>	<b>AUTHORED BY</b>	<b>REVIEWED and APPROVED BY</b>
00	2025-06-11	David M. Stevens, LWD Director	LWD Board of Directors
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All		Initial Release	

## REFERENCES

The following references are listed by category and document number. References are called as follows: [Ref. L1]. If no specific date or revision is listed, it is assumed that the date or revision of the reference that was in effect at the time that this report was first issued remains in effect.

### Laclede Water District References

Ref. No.	Doc. No.	Title	Date or Rev
L1	Not Used	Not Used	Not Used

### Regulatory References

Ref. No.	Doc. No.	Title	Date or Rev
R1	Idaho Code §18	Crimes and Punishments	Latest
R2	Idaho Code §34	Elections	Latest
R3	Idaho Code §42	Irrigation and Drainage – Water Rights and Reclamation	Latest
R4	Idaho Code §50	Municipal Corporations	Latest
R5	Idaho Code §54	Professions, Vocations, and Businesses	Latest

### Other References

Ref. No.	Doc. No.	Title	Date or Rev
O1	IAPMO UPC 1-2017	Idaho State Plumbing Code	April 2017

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### ABBREVIATIONS, ACRONYMS, & SYMBOLS

Abbreviation, Acronym, or Symbol	Full Definition / Description
&	and
÷	division operator
\$	dollar; dollars
×	multiplication operator
%	percent
§	section
CPI-U	Consumer Price Index for All Urban Consumers
Doc.	document
e.g.	<i>exempli gratia (for example)</i>
ERU	Equivalent Resident Unit
etc.	<i>et cetera (and the rest)</i>
i.e.	<i>id est (that is)</i>
LID	Local Improvement District
LWD	Laclede Water District
No.	number
pm	post-meridiem
Ref.	reference
Rev	Revision

## GLOSSARY

Unless the content specifically indicates otherwise, the meaning of the terms used in these Ordinance and Operational Bylaws shall be as follows:

Term	Full Definition / Description
<b>Approved</b>	<p>(a) As used in reference to a water supply: a water supply which has been approved by the health agency having jurisdiction.</p> <p>(b) As used in reference to <b>backflow</b> prevention (an air gap, a double check valve assembly, a reduced-pressure-principle <b>backflow</b> prevention assembly, or other assemblies or methods): an approval by the administrative authority having jurisdiction.</p>
<b>Auxiliary Water Supply</b>	<p>Any water supply on or available to the premises other than the <b>District Water System</b>.</p> <ul style="list-style-type: none"> <li>• These auxiliary waters may include water from: <ul style="list-style-type: none"> <li>○ Another purveyor's water supply;</li> <li>○ Any natural source(s) such as a well, spring, river, stream, harbor, etc.; or</li> <li>○ <b>Used waters</b> or <b>industrial fluids</b>.</li> </ul> </li> <li>• These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.</li> </ul>
<b>Backflow</b>	The undesirable reversal of flow of liquids or foreign substances into the pipes of the <b>District Water System</b> from any source or sources.
<b>Base Fee</b>	Monthly flat fee for active Service Connection to the <b>District Water System</b> .
<b>Board of Directors</b>	Governing body of the <b>Laclede Water District</b> ; refer to <b>Section 5</b> .
<b>Capacity</b>	The quantity of water that the <b>Laclede Water District</b> has legally committed to adequately treat and provide in accordance with current Idaho Department of Environmental Quality requirements; this capacity includes all active <b>Service Connections</b> as well as those held in reserve.
<b>Commercial</b>	Any <b>Water User</b> that operates a business for the purpose of retail or wholesale trade.
<b>Contaminant</b>	Any physical, chemical, biological, or radiological substance or matter in water.
<b>Cross-Connection</b>	<p>Any actual or potential connection or structural arrangement between the <b>District Water System</b> and any other source or system through which it is possible to introduce into any part of the <b>District Water System</b>:</p> <ul style="list-style-type: none"> <li>• <b>Used water</b>;</li> <li>• <b>Raw water</b>;</li> <li>• <b>Industrial fluid</b>;</li> <li>• Gas; or</li> <li>• Any substance other than the water which the <b>District Water System</b> supplies.</li> </ul> <p>Note that by-pass arrangements, jumper connections, removable sections, swivel or change-over devices, and/or other temporary or permanent devices which can lead to <b>backflow</b> are considered cross-connections.</p>
<b>Delinquent</b>	A <b>Water User</b> account for which there is an outstanding balance owed the <b>Laclede Water District</b> that is aged past the established payment deadline.
<b>District Water System</b>	<p>All property owned by the <b>Laclede Water District</b> including:</p> <ul style="list-style-type: none"> <li>• The <b>Water Main(s)</b>;</li> <li>• The pumping and chlorination facilities;</li> <li>• The water tank(s) and well(s); and</li> <li>• Any and all other equipment used to provide treated water to the <b>Water Users</b>.</li> </ul>
<b>District Water Service Line</b>	<p>That portion of an individual water service line that runs from its connection with the <b>Water Main</b> to and including the corporation stop, valve box, and/or <b>Water Meter</b> that is installed in the service line.</p> <ul style="list-style-type: none"> <li>• The District Water Service Line will usually be installed within the limits of the public right of way or utility easement.</li> <li>• After installation, the District Water Service Line is owned and maintained by the <b>Laclede Water District</b>.</li> </ul>

Term	Full Definition / Description
<b>Domestic Water</b>	Water which meets applicable state and federal water quality standards for drinking water purposes.
<b>Equivalent Resident Unit (ERU)</b>	The basic unit of measurement utilized by the <b>Laclede Water District</b> to establish water rates; refer to <b>Appendix B</b> .
<b>Improved Property</b>	<p>Real property, the value of which has been increased by any valuable addition made to the real property, or amelioration in its condition, costing labor or capital and intending to enhance its value, beauty, or utility to adapt it for human habitation or commercial use. In this context:</p> <ul style="list-style-type: none"> <li>• “Human habitation” shall be considered any dwelling intended for use as a residence.</li> <li>• “Commercial use” shall include any other improved non-residential property where any water is to be used for: <ul style="list-style-type: none"> <li>○ Restroom(s);</li> <li>○ Eating or cooking;</li> <li>○ Sinks for sanitary and/or drinking purposes;</li> <li>○ Any other human consumption for commercial purposes/facilities; and/or</li> <li>○ Required fire hydrants.</li> </ul> </li> </ul>
<b>Industrial Fluids</b>	<p>Any fluid or solution which may be chemically, biologically, or otherwise polluted in a form or concentration which would constitute public health or safety concern if introduced into an <b>approved</b> water supply. This may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Polluted or contaminated <b>used water</b>;</li> <li>• All types of processed water and <b>used water</b> originating from the <b>District Water System</b> which may deteriorate in sanitary quality;</li> <li>• Chemicals in fluid form;</li> <li>• Plating acids and alkalis;</li> <li>• Circulated cooling waters connected to an open cooling tower;</li> <li>• Cooling waters that are chemically or biologically treated or stabilized with toxic substances;</li> <li>• Contaminated natural waters such as from wells, springs, streams, rivers, bays, harbors, seas, irrigation canals, or systems, etc.;</li> <li>• Oils, gases, glycerins, paraffins, etc.;</li> <li>• Caustic and acid solutions; and/or</li> <li>• Other liquid and gaseous fluids used industrially, for other processes, or for firefighting purposes.</li> </ul>
<b>Laclede Water District (LWD)</b>	All properties within the geographical limits as legally defined by the established boundaries, whether privately or publicly owned, excluding lands that have been dedicated for a public street or highway right-of-way; the established boundaries may be modified from time to time as allowed by the laws of the State of Idaho.
<b>Late Fee</b>	Fee assessed to any outstanding balances not duly paid by the established payment deadline.
<b>Legal Parcel</b>	Any legal lot now existing, or hereafter created though a division or subdivision process, and any other parcel of real property recognized by the appropriate governmental planning and zoning department, or other agency or department, as a separate legal parcel having dimensions, or which otherwise could reasonably be deemed benefited by the availability of water service provided by the <b>Laclede Water District</b> . An “improved” parcel shall include any legal parcel on which a building or other improvement exists which is designed to accommodate human occupancy; refer to <b>Improved Property</b> .
<b>Non-User</b>	A <b>person</b> who has paid for a <b>Service Connection</b> but is not actively consuming water from the <b>District Water System</b> .
<b>Owner</b>	The owner (or their duly authorized representative, such as tenant, developer, lease holder, etc.) of the property that is served by the <b>District Water System</b> .
<b>Person</b>	Any individual, firm, company, association, society, corporation, or group.
<b>Private Water Service Line</b>	That portion of the water service line that runs from a point five feet outside the limits of the building being served to the point of connection with the <b>District Water Service Line</b> .
<b>Raw Water</b>	Water which is pumped from the Pend Oreille River that has not received treatment to meet state and federal water quality standards for drinking water purposes.

Term	Full Definition / Description
<b>Raw Water System</b>	All mains, pipes, and structures through which <b>raw water</b> is obtained and transported, including intake pumps.
<b>Revenue Bond</b>	Bonds issued by the <b>Laclede Water District</b> pursuant to the Water and Sewer District Revenue Bond Act (Idaho Code §50-1701 <i>et seq</i> [ <b>Ref. R4</b> ]) to finance, in whole or in part, the cost of acquisition, construction, reconstruction, improvements, betterment, or extension of the <b>District Water System</b> .
<b>Service Connection</b>	The terminal end of a connection from the <b>District Water System</b> ; i.e., where the water purveyor may lose jurisdiction and sanitary control of the water at its point of delivery to the <b>Owner’s</b> water system. If a <b>Water Meter</b> is installed at the end of the Service Connection, then the Service Connection shall mean the downstream end of the <b>Water Meter</b> .
<b>Service Connection Fee</b>	A fee paid to the <b>Laclede Water District</b> for permission to connect to the <b>District Water System</b> .
<b>Special User</b>	Any person accessing the <b>District Water System</b> that is not classified as a <b>Water User</b> .
<b>Subject Property</b>	Property subject to these Ordinances and Operating Bylaws; refer to <b>Section 1.2.2.2</b> .
<b>Treatment Facility</b>	The land, and all improvements, equipment, and other personal property located thereon, which is owned, operated, and maintained by the <b>Laclede Water District</b> for the purpose of receiving and treating <b>raw water</b> and disposing of treatment effluent.
<b>Usage Fee</b>	Monthly variable fee for actual water usage from the <b>District Water System</b> .
<b>Used Water</b>	Any water supplied by the <b>Laclede Water District</b> from the <b>District Water System</b> to an <b>Owner’s</b> water system after it has passed through the <b>Service Connection</b> and/or <b>Water Meter</b> and is no longer under the control of the <b>Laclede Water District</b> .
<b>Water Main</b>	Any pipeline owned by the <b>Laclede Water District</b> for the purposes of transportation and/or distribution of water to serve more than one <b>District Water Service Line</b> or <b>Water User</b> .
<b>Water Meter</b>	An instrument for the measurement of water flow in standard units.
<b>Water User</b>	Any <b>person</b> occupying and residing at an <b>Improved Property</b> where the home is physically connected to the <b>District Water System</b> of the <b>Laclede Water District</b> .

**ABSTRACT SUMMARY**

An ordinance of the Laclede Water District (LWD), a political subdivision of the State of Idaho, regulating and administering the District Water System of the LWD, the purpose(s) being:

- To provide for certain definitions;
- To provide for applicability of this Ordinance and its provisions;
- To provide that it shall be unlawful to injure the District Water System;
- To define and declare unlawful the malicious or willful waste of water;
- To establish regulations governing Service Connections and use of the District Water Service Lines;
- To establish rates and fees for connection to and/or use of the District Water System;
- To provide for the power and authority of a District-authorized representative;
- To provide for inspection(s);
- To provide for rejections or disapprovals of connection to and/or use of the District Water System;
- To provide guidance regarding backfilling and surface repair;
- To provide regulations governing District Water System extensions;
- To provide the basis for Water User charges;
- To state the purpose of periodic Water User charges;
- To provide for water rates and Water User charges and the adjustment thereof;
- To provide regulations for the handling of delinquencies; and
- To provide for the establishment of various financial funds.

## 1. Introduction

### 1.1 Resolutions

Whereas the Laclede Water District of Bonner County, Idaho (hereinafter “LWD”) is a water district organized, operating, and existing under and pursuant to the laws of the State of Idaho and as such is authorized and empowered:

- To create local improvement districts (LIDs);
- To construct improvements pursuant to such LIDs
- Pursuant to Idaho Code §42-3212 [Ref. R3], to:
  - Approve or deny Service Connections to the District Water System;
  - Establish standards and specifications;
  - Levy and collect rates, fees, tolls, and charges;
  - Inspect and approve installations;
  - Require modifications and/or improvements;
  - Disconnect or temporarily terminate service for violations of these Ordinances and Operating Bylaws; and
- Pursuant to Idaho Code §42-3222 [Ref. R3], to issue revenue bonds to finance the cost of acquisition, construction, or extension of the District Water System; and

Whereas the LWD desires to provide a comprehensive regulatory framework relating to:

- Water usage; and
- Services to be provided to Water Users within the boundaries of the LWD; and

Whereas the Board of Directors of the LWD desires – and finds in the best interest of the Water Users of the LWD – to rescind all prior Ordinances and/or Bylaws and adopt these Ordinances and Operating Bylaws to replace them.

### 1.2 Declaration

Now, therefore, it is hereby ordained, determined, and declared that:

- All previous LWD Ordinances and/or Bylaws are repealed and rescinded, including but not limited to:
  - Laclede Water Ordinance 2013, and
  - Laclede Water Ordinance 1B1.
- All such predecessors are repealed and replaced with the sections contained herein, including preface and appendix content.
- These new Ordinances and Operating Bylaws are enacted pursuant to the authority vested in the LWD by Idaho Code §42-3201 *et seq* [Ref. R3], and are necessary and conducive to and for:
  - The protection of the health, safety, prosperity, security, and general welfare of the public and inhabitants of the LWD;
  - The purpose of controlling the use of and connection to the District Water System;
  - The assurance of continued right of LWD Capacity access to all Water Users that:
    - Have been granted a Service Connection, or
    - Have otherwise been granted LWD Capacity access;
  - The provision of an equitable distribution of the costs and expenses of maintenance, operation, upkeep, and repair of the entire District Water System, which includes but is not limited to the water supply, water storage, and water distribution facilities of the LWD;

- The establishment of rates, fees, tolls, and charges;
- The resolution procedures for violations of this Ordinance, and other properly related matters, via penalties and/or other actions or remedies; and
- The execution of all other necessary or incidental business of the LWD not in conflict with the laws of the State of Idaho, the Federal Government, or those Constitutions.

### **1.2.1 District Water System Inclusions**

The District Water System and associated facilities consist generally of a water treatment facility, storage reservoir(s), transmission main(s), structures, buildings, chlorination facilities, pumps, pump houses, distribution main(s), water lines, fire hydrants, valves, service connections, water meters, fittings, mechanical equipment, and all other facilities as required for the furnishing and distribution of water as a public system to the citizens of the LWD.

### **1.2.2 Ordinance Applicability**

#### **1.2.2.1 Territorial Jurisdiction**

These Ordinances and Operating Bylaws shall be applicable to:

- All real property located within the boundaries of the LWD, as currently configured or as amended from time to time pursuant to Idaho Code §42-3218 [**Ref. R3**]; and
- Any Special Users outside of the LWD boundaries.

A map of the LWD boundaries is maintained at the LWD office.

#### **1.2.2.2 Subject Properties**

The following properties shall be subject to these Ordinances and Operating Bylaws:

- All Legal Parcels within LWD boundaries;
- All Improved Properties receiving water service;
- All properties with existing Service Connections, whether active or inactive; and
- All properties required to connect to the District Water System under **Section 2.1**.

#### **1.2.2.3 Subject Persons**

The following persons shall be subject to these Ordinances and Operating Bylaws:

- All Owners of real property within the LWD boundaries;
- All Water Users receiving service from the LWD;
- All persons applying for water service;
- All persons accessing or using the District Water System;
- All Special Users; and
- All contractors or other persons performing work on or connected to the District Water System.

#### **1.2.2.4 Timing**

These Ordinances and Operating Bylaws shall apply:

- For all existing connections and users, immediately upon adoption;
- For new connections, upon application for service;
- For change in Owners, upon transfer of ownership; and

- For newly incorporated areas, upon annexation.

### **1.2.2.5 Limitations**

These Ordinances and Operating Bylaws shall not be construed to:

- Require or entitle any person to cross private property to make any water connection;
- Supersede any applicable federal or state laws or regulations;
- Limit the District's authority under Idaho law; or
- Create any right or entitlement to service beyond that specifically provided in these Ordinances.

## **2. District Water Service Connections**

### **2.1 Service Connections Compulsory**

#### **2.1.1 Existing Legal Parcels**

The LWD recognizes and declares that existing Legal Parcels of real property which are within the LWD boundaries are materially benefited by the services the LWD provides. It is specifically enacted, pursuant to authority granted under Idaho Code §42-3212 [**Ref. R3**], that all Owners of Subject Properties (as described in **Section 1.2.2.2**) to which the District Water System is deemed available by the LWD Board of Directors are required to apply for a Service Connection if:

- No pre-existing Domestic Water service is present on the Legal Parcel; and
- The provision of Domestic Water is desired and/or required on the Legal Parcel.

Even if the subject Legal Parcel is not actively used by the Owner (or occupier), it is still subject to LWD charges under the provisions of this Ordinance to cover the cost of District Water System availability and other benefits. This shall not be construed to require or entitle any person to cross the private property of another to make any water connection.

#### **2.1.2 New Parcels**

The LWD recognizes and declares that new parcels of real property which are created within the LWD boundaries or are otherwise brought into the LWD by annexation (pursuant to Idaho Code §42-3218 [**Ref. R3**]) will be materially benefited by the services the LWD provides; further, expanded uses of pre-existing parcels will also benefit from the availability of service. Therefore, the LWD shall be entitled to assess a Service Connection Fee against new parcels which are created and those which are annexed, if:

- No pre-existing Domestic Water service is present on the Legal Parcel; and
- The provision of Domestic Water is desired and/or required on the Legal Parcel.

#### **2.1.3 Inactive Connections**

Even if a Legal Parcel has a Service Connection that is not actively used by the Owner (or occupier), it is still subject to LWD charges, regulations, and requirements under the provisions of this Ordinance to cover the cost of District Water System availability and other benefits; refer to **Section 7**.

### **2.2 Financial Considerations**

The associated fees for Service Connection to the District Water System must be paid in full (or have an approved payment plan in place) before the Service Connection is completed by the LWD.

The LWD Board of Directors recognizes a need for a financing plan for qualified Applicants to assist with Service Connection Fees. The following guidelines are therefore established for all applicants.

- A written request by the Applicant for Service Connection Fee financing must be made to the LWD Board of Directors. A majority vote will determine the request outcome.
- A minimum down payment as established in **Appendix D** must be collected from the Applicant prior to Water Meter installation.
- A Financing Interest Rate as established in **Appendix D** will be assessed on all financing plans authorized by the LWD Board of Directors.
- Monthly payments must be made in an amount no less than that established in **Appendix D** until the balance of the Service Connection Fee is paid. These payments are in addition to the regular established monthly Base Fees, Usage Fees, etc. as described in **Section 7**.
- Monthly payments are due on the same schedule as described in **Section 7**; delinquency will be determined in the same manner. A separate financing plan Late Fee shall be assessed as established in **Appendix D**; this is in addition to any Late Fees assessed as described in **Section 7**.
- Continued non-payment of the Service Connection Fee financing monthly payment will result in disconnection of service until all past due payments, including Late Fees, are paid in full. Delinquency in this regard will be determined in the same manner as described in **Section 7**.

## 2.3 Obtaining Connection

### 2.3.1 Application

#### 2.3.1.1 In-District Application

Any Owner desiring a new Service Connection to the District Water System to serve a Legal Parcel within the LWD boundaries must make application to the LWD identifying:

- The type of service desired, in accordance with **Section A4** of **Appendix A**; and
- The appropriate Equivalent Resident Unit (ERU) assignment, in accordance with **Appendix B**.

The application shall contain all pertinent information including the name and address of the applicant, a description of the real property, the type of service being requested, and such other information as the LWD requests; a sample application form is provided in **Appendix C**. There shall be no Service Connection to the District Water System without the express written approval of the LWD Board of Directors. Note that approval of any application by the LWD Board of Directors shall take into consideration:

- The availability of Capacity within the District Water System;
- The potential for inability to maintain adequate Capacity to meet Idaho Department of Environmental Quality standards;
- The technical feasibility of providing the Service Connection; and
- The resulting impact on existing Water Users.

A negative evaluation regarding any of these considerations shall be valid cause for refusal of an application.

#### 2.3.1.2 Multiple Service Connections

An Owner of any Legal Parcel may apply for multiple Service Connections attributable to such Legal Parcel; refer to **Section 2.3.1.1**. Each Service Connection is subject to a separate application, a separate

Service Connection Fee, and an independent ERU assignment in accordance with **Appendix B**. Note that excess Capacity obtained in this manner is associated with the Legal Parcel identified in the application; it may not be transferred for the benefit of another Legal Parcel. Additionally, the LWD Board of Directors may impose reasonable conditions and restrictions on the granting of multiple Service Connections, taking into consideration the availability of Capacity within the District Water System balanced with the need to reserve Capacity for future expansion of the District Water System.

### **2.3.1.3 Out-of-District Application**

Any person who desires a Service Connection to serve real property outside the LWD boundaries must make application to the LWD Board of Directors in writing. The LWD Board of Directors will, within a reasonable time, inform the applicant of its decision. If approved, and as a condition thereof, the property must be annexed into the LWD; refer to **Section 2.7**. All expenses associated with annexation into the LWD, including but not limited to legal fees and costs associated with easements, engineering, construction, and connecting to the District Water System, shall be the responsibility of the applicant. Once annexation is complete, individual Service Connection applications will be processed in accordance with **Section 2.3.1.1**.

## **2.3.2 Application Fees**

### **2.3.2.1 Individual Service**

All Owners who make application to the LWD for a Service Connection shall pay, at the time of making application, the Service Connection Fee(s) as established by the LWD Board of Directors; refer to **Appendix A**. Current rates shall be available for public inspection.

### **2.3.2.2 Subdivision Development**

All Owners who make application to the LWD for a subdivision development shall pay a Development Fee as established by the LWD Board of Directors. Development Fees for subdivisions may vary due to individual project needs; Development Fees will be specifically determined (depending on size, scope, and conditions) by the LWD Board of Directors after receipt of application.

## **2.3.3 Installation**

All Service Connections shall conform to the requirements of IAPMO UPC 1-2017 [**Ref. O1**], which is hereby adopted by the LWD Board of Directors. The Owner shall indemnify and hold harmless the LWD from any loss or damage that may directly or indirectly be occasioned by such installation and connection.

### **2.3.3.1 Public Easement Boundaries**

To the maximum extent possible, all District Water System equipment will be installed within public easement boundaries; e.g., within the boundaries of public road easements. The specific location of Water Meters may be negotiated with the Service Connection applicant to the extent practicable; however, final determination of the Water Meter location lies solely with the LWD Board of Directors. No Water Meter shall be located in public easement areas where damage to the Water Meter or related components may occur; e.g., driveways.

### **2.3.3.2 Private Easement Boundaries**

To the extent that District Water System equipment is located on private property, said equipment will be installed and operated according to easement rights granted to the LWD. The granting of appropriate easement rights must be accomplished prior to construction and/or installation of District Water System equipment. No Water Meter shall be located in private easement areas where damage to the Water Meter or related components may occur; e.g., driveways.

### **2.3.3.3 Seasonal Limitations**

All Service Connections will be installed on a first-come, first-served basis as weather and local conditions permit. Due to potential weather-related damage to Water Mains, installations may be limited and/or delayed during the winter months.

### **2.3.3.4 Isolation Requirements**

All new Service Connections approved by the LWD Board of Directors shall require the installation of an approved stop valve and Water Meter. A water shut-off valve shall be installed on the downstream (Water User) side of the Water Meter. All valves, Water Meters, and other items necessary for the Service Connection must be of a type and size specified by the LWD.

### **2.3.3.5 Engineering Requirements**

Any new Service Connections serving more than one dwelling, serving a commercial property, or serving an otherwise complex installation (as determined by the LWD Board) shall be engineered by a licensed engineer approved by the LWD Board of Directors; the engineered plans associated therewith shall be provided to and approved by the LWD Board of Directors in advance of construction.

### **2.3.3.6 Supplemental Equipment**

Any new Service Connection requiring a pump, pressure reducer, reduced-pressure-zone device, or other supplemental equipment, as determined by the LWD Board of Directors, shall have such equipment installed on the downstream side of the Water Meter and maintained by the Owner at their expense; refer to **Section 2.5**.

### **2.3.3.7 Backfilling and Surface Repair**

When the LWD makes installation of a District Water Service Line, all costs for surface repair and backfilling shall be included in the Service Connection Fee.

When the Owner has the water service installation done under private contract per **Section 2.3.5**, the costs for surface repair shall be the Owner's responsibility and shall not be included in any fee, charge, or rate imposed by the LWD. All surface repair and backfilling shall conform to special qualifications promulgated by the LWD for water line installation and shall be subject to inspection by and approval of the LWD. Further, all appropriate safety precautions shall be taken during the installation process (e.g., barricades, lights, and/or flags).

## **2.3.4 Inspections**

LWD maintenance personnel (or other authorized maintenance personnel) shall, during the installation of any new Service Connection (or expansion of an existing use; refer to **Section 2.5**), inspect and approve

any Service Connections (or extensions) to the District Water System to assure conformance with all requirements of the LWD and to ensure accuracy of the "as built" drawings. Service Connections must not be covered until inspection is performed and passed; if work is backfilled prior to inspection, the LWD maintenance personnel will require that the backfill be removed so the installation can be inspected. Inspections may include, but are not limited to:

- Materials verification and acceptance;
- Installation methods and standards verification and acceptance;
- Proof pressurization; and/or
- Cross-connection testing.

### **2.3.5 Connection via Private Contract**

The Owner may request permission from the LWD to install the District Water Service Line (including tap to the Water Main, corporation stop valve, service line, valve, valve box, and Water Meter) under private contract. If the Owner elects to have a private contractor install the water service line and appurtenances, then the Owner will be responsible for all costs incurred; note that approval of such request will not reduce the Service Connection Fee determined in accordance with **Section 2.3.2**. Such installation shall conform to the requirements established in **Section 2.3.3** and **Section 2.3.4**.

## **2.4 Connection Limitations**

No unauthorized person shall uncover, make any connections with, make any openings into, use, alter, disturb, or grade above or around any Water Main, District Water Service Line, or appurtenances thereof without first obtaining written approval from the LWD Board of Directors. Such approval will not be issued until any LWD-related charges and fees have been paid in full.

### **2.4.1 Consequences of Unauthorized Connection**

In addition to the consequences described in **Section 2.4.2**, any unauthorized connection as described in **Section 2.4** will be reported as performance of public works construction without a license to the appropriate governmental agency for prosecution and restitution in accordance with Idaho Code §54-1920(1) [**Ref. R5**]; each day that an unauthorized connection violation exists shall be considered a separate violation. The LWD may also choose to levy fines and penalties for such unauthorized connection violations and/or enact any cure available to them by law, including termination of service. If a person or persons is convicted of any arising charges, then, in addition to any punitive fines levied due to violation(s) of Idaho Law, the LWD may choose to levy additional fines and penalties to any Water User accounts associated with the convicted parties; any such additional levies shall be without prejudice to the right of the LWD to recover actual damages, costs, and attorney's fees incurred on account of the violation.

#### **2.4.1.1 Disconnection and Repair**

The LWD may cause the disconnection of any unauthorized connection. Further, the LWD may repair facilities, treat contaminants, conduct environmental remediation, or mitigate any other damage caused by or related to the unauthorized connection. All such efforts shall be at the cost of the Owner; the LWD shall recover from the Owner all costs incurred by the LWD in relation thereto. Such costs shall be subject to Late Fees, findings of Delinquency, and other remedies as may be provided by these Ordinances, resolution of the LWD Board of Directors, or by law.

### **2.4.1.2 Public Health and Safety**

In the event that any unauthorized connection is determined to be a public health or safety concern or damaging to the operation or physical condition of the District Water System, the LWD shall immediately notify the Idaho Department of Environmental Quality and seek to cause immediate disconnection of the unauthorized connection. The LWD Board of Directors shall declare all provisions of **Section 4.8** to be immediately in effect and proceed with all remedies provided therein.

### **2.4.1.3 Obtaining Authorization**

Any unauthorized connection seeking correction through authorization shall:

- Make application in accordance with **Section 2.3.1** and **Section 2.3.2**;
- Prove compliance of installation in accordance with **Section 2.3.3** and **Section 2.3.4**; and
- Be considered to have opted for connection under private contract in accordance with **Section 2.3.5**.

Fees and charges shall be as established at the time of application (i.e.; not the fees and charges applicable when the unpermitted connection was made). In addition to the normal fees and charges, all costs, fees, charges, fines, penalties, etc. levied as a result of the unauthorized connection shall be paid in full prior to the approval of the application. Until such time that all balances are paid in full, any unpaid amounts shall be subject to Late Fees, findings of Delinquency, and other remedies as may be provided by these Ordinances, resolution of the LWD Board of Directors, or by law.

## **2.4.2 Consequences of Unauthorized Use**

In addition to the consequences described in **Section 2.4.1**, any unauthorized use as described in **Section 2.4** will be reported as theft to the appropriate governmental agency for prosecution and restitution in accordance with Idaho Code §18-2403 and §18-2408 [**Ref. R1**]; each day that an unauthorized use violation exists shall be considered a separate violation. The LWD may also choose to levy fines and penalties for such unauthorized use violations and/or enact any cure available to them by law, including termination of service. If a person or persons is convicted of any arising charges, then, in addition to any punitive fines levied due to violation(s) of Idaho Law, the LWD may choose to levy additional fines and penalties to any Water User accounts associated with the convicted parties; any such additional levies shall be without prejudice to the right of the LWD to recover actual damages, costs, and attorney's fees incurred on account of the violation.

## **2.4.3 Public Easement Limitations**

All construction by Owners within the public right of way easement shall be in compliance with the terms and conditions of the appropriate public entity specifications.

## **2.4.4 Liability for Damage**

When installation of a District Water Service Line and appurtenances is performed by a private party under the approval granted in accordance with **Section 2.4** and results in damage to any property, public or private, other than the Owner's property, the Owner shall be responsible for all repair costs including, but not limited to, repair to streets, sidewalks, curbs, gutters, sewer lines, irrigation facilities, storm drains, lawns, fences, gas lines, other Water Mains, telephone lines, and electrical lines.

## **2.5 Private Water Service Line Limitations**

### **2.5.1 Installation**

The Owner shall, at their own expense, bring their individual Private Water Service Line to the Water Meter. Any new lines, including replacement lines, must have a tracer installed with the line for detection purposes.

#### **2.5.1.1 Connection to District**

The connection of the Private Water Service Line to the District Water System shall be made by LWD maintenance personnel only, unless otherwise authorized in accordance with **Section 2.3.5**. The Private Water Service Line connection to the District Water System shall conform to the requirements established in **Section 2.3.3**; this shall include any requirements regarding the use of backflow prevention devices.

#### **2.5.1.2 Responsibility**

All extensions of any Private Water Service Line, as well as the addition of any shutoffs beyond the LWD Water Meter, shall be at the expense of the Owner or Water User (as applicable).

#### **2.5.1.3 Cross-Connections Prohibited**

No person shall make or permit the cross-connection of any Private Water Service Line or Auxiliary Water Supply to a water line that is served by the District Water System.

### **2.5.2 Inspections**

All Private Water Service Lines and associated Water Meter connections must be inspected and authorized by LWD maintenance personnel (or other authorized maintenance personnel) prior to being covered. The applicant for the Service Connection shall notify the LWD when the Private Water Service Line is ready for connection and inspection; refer to **Section 2.5.1.1**. The LWD must be given prior notice regarding when inspections will be needed; this prior notice must be made at least forty-eight (48) hours in advance. If work is backfilled prior to inspection, the LWD maintenance personnel will require that the backfill be removed so the installation can be inspected; any Private Water Service Lines that are buried prior to LWD inspection must be uncovered before Water Meter activation will occur.

#### **2.5.2.1 Rejections**

The LWD may reject any materials or workmanship for cause; upon such rejection, the rejected material shall be removed and replaced with approved material.

#### **2.5.2.2 Disapprovals**

Disapproved materials or workmanship shall require the removal and replacement of all materials involved, including appurtenances, excavation, backfilling, and other work items.

## 2.6 Transfer Limitations

### 2.6.1 Active Connections

At such time that a connection has been completed and is connected to the District Water System, the connection of the Private Water Service Line to the Water Meter shall be deemed appurtenant to the real property served; transfer of the Service Connection will be possible only with the sale of the real property benefited.

### 2.6.2 Non-User Connections

Non-User Service Connections can be transferred only with the sale/transfer of real estate and cannot be sold separately by individuals.

### 2.6.3 Voluntary Termination

Voluntary termination of an existing Service Connection is available to an Owner of a property:

- That remains unimproved following installation of the Service Connection (e.g., due to abandonment of the original improvement plans that initiated the Service Connection); or
- That was compelled to install a Service Connection in violation of the allowances described in **Section 2.1.1** or **Section 2.1.2**.

An eligible Owner may petition to voluntarily relinquish a Service Connection to the LWD. Upon acceptance by the LWD, the Base Fees and Usage Fees associated with that Service Connection shall cease and the Service Connection will become the property of the LWD; no refunding of Service Connection Fees shall occur.

- If the Owner requests to have the Water Meter removed as part of the relinquishing agreement, the Owner will pay the entire costs of removal.
- Reactivation of a relinquished Service Connection shall be treated as a new Service Connection and shall be subject to all normal processes and fees (Service Connection Fee, etc.); refer to **Section 2.3**.

## 2.7 Expansions and Annexations

### 2.7.1 Discretionary Expansions

The LWD declares that all Legal Parcels of real property within the boundaries of the LWD are benefited by improvements to the District Water System, including any future discretionary expansion approved by the LWD Board of Directors. Any discretionary expansion of the system shall be constructed and paid for, in whole or in part, by the legal Owners of real property within the LWD.

#### 2.7.1.1 Acquisition of Existing Systems

The LWD Board of Directors has the authority to acquire existing community systems via negotiated purchase, condemnation, or other acquisition. The LWD Board of Directors shall negotiate the price and terms of any such acquisition. Any agreed consideration may be, according to the agreement of the parties:

- Paid in cash to the owner(s) thereof, or
- Provided in the form of credits against Service Connection Fees.

### **2.7.1.2 Obligation to Pay**

There is hereby imposed upon all parcels within the LWD, as well as any legal parcels created in the future, the obligation to pay to the LWD a fair share of the cost of discretionary expansion(s), to be paid in such amounts and at such time as required so long as said assessments are imposed pursuant to the laws of the State of Idaho.

### **2.7.1.3 Distribution of Expenses**

The cost to the LWD for constructing improvements and/or acquiring the necessary elements to expand the District Water System shall be borne by the Owners of Legal Parcels within the LWD. Each Legal Parcel within the LWD shall be assigned a proration factor depending upon existing improvements, uses, and platting status. Payment of the share of the total cost attributable to each legal parcel shall be in accordance with the appropriate ordinances and as permitted by the laws of the State of Idaho.

## **2.7.2 Expansions/Annexations by Application**

All expenses associated with expansion of the District Water System to connect a new Legal Parcel, including ancillary items such as road repair, landscaping, easement acquisition, etc., shall be the responsibility of the applicant seeking the expansion. Such expansions shall be engineered by a licensed engineer approved by the LWD Board of Directors. Approval of the LWD Board of Directors must be obtained prior to commencement of the project.

### **2.7.2.1 Conditions of Approval**

The right to expand the District Water System shall be granted only by the LWD Board of Directors, which shall have the discretion to accept or deny applications based upon the considerations described in **Section 2.3.1.1**. In approving a plan for expansion of the District Water System, the LWD reserves the right to stipulate other requirements such as a special permit fee, right-of-way limits, sequence of construction, time limits for having existing service disrupted, the filing of a performance bond, and other similar measures as may be required to protect the public. No work shall commence on any such expansion or extension of the District Water System until the project has been approved by the LWD Board of Directors.

### **2.7.2.2 Expansion Project Fee**

All Owners who make application to the LWD for a District Water System expansion shall pay an Expansion Project Fee as established by the LWD Board of Directors. Expansion Project Fees for District Water System expansion projects may vary due to individual project needs; Expansion Project Fees will be specifically determined (depending on size, scope, conditions, ERU assignments, etc.) by the LWD Board of Directors after receipt of application. The applicant shall, prior to commencement of construction, pay the full Expansion Project Fee determined by the LWD Board of Directors.

### **2.7.2.3 Certification of Installation**

After the construction of the District Water System expansion, it shall be the obligation of the Owner (or their agent) to have a registered professional engineer certify to the LWD that said system expansion was installed, to the best of their knowledge, substantially in accordance with the approved plans and specifications on file with the LWD.

#### **2.7.2.4 Transference to the District**

Following certification by the registered professional engineer and acceptance by the LWD Board of Directors (refer to **Section 2.7.2.3**), the entire expansion of the District Water System, including the District Water Service Lines, shall become the property of the LWD; to support this transfer, a full set of reproducible record drawings shall be submitted with the certification. It will become the responsibility of the LWD to maintain and operate that portion as part of the District Water System thereafter; refer to **Section 4.1**.

#### **2.7.2.5 Future Service Connections**

If it is necessary for the LWD to provide an additional Service Connection after the expansion has been accepted by the LWD, the Applicant for such Service Connection shall be subject to all normal processes and fees (Service Connection Fee, etc.); refer to **Section 2.3**.

### **3. Access to District Water Service Equipment**

The LWD, through its authorized representative bearing proper credentials and identification, shall, with the Owner's or Water User's permission, be permitted at proper and reasonable hours of the day to enter all properties, premises, or buildings to which water is furnished from the District Water System for testing, water systems inspection(s), or for any other purpose deemed necessary by the LWD Board of Directors for the proper administration of the District Water System in accordance with this Ordinance.

Examples of items requiring access include, but are not limited to:

- All District Water System equipment;
- All Service Connections, Water Meters, and valves; and
- All points of water usage as may be required for gathering samples or assessing compliance.

Examples of such need for access include, but are not limited to:

- Determining compliance with all applicable ordinances, regulations, and applicable laws;
- Performing inspections, repairs, and/or maintenance of any equipment that is part of the District Water System, or is essential to the proper operation of District Water System equipment; and
- Resolving emergency situations.

#### **3.1 Notice of Access**

When possible, at least 24 hours' notice will be provided prior to access. In the case of urgent or emergency situations which render such a notice period impracticable, reasonable attempts at contact will be made; however, failure to contact will not prohibit access.

#### **3.2 Obstructions to Access**

##### **3.2.1 Buildings, Landscaping, etc.**

No person shall construct, place, or locate any barrier, building, vehicle, planting, fencing, or other object(s) upon or about any District Water System equipment or facility so as to conceal, obscure, cover, or in any other manner prevent, hinder, delay, or obstruct LWD-authorized representative(s) from servicing said equipment and/or facilities.

### **3.2.2 Security Measures**

Where an Owner has security measures in force which may prevent entry into their premises, the Owner shall make the necessary arrangements with the District so that, upon presentation of proper credentials and identification, LWD-authorized representative(s) will be permitted to enter without delay for the purposes of performing their specific responsibilities.

## **3.3 Removal of Obstructions**

### **3.3.1 Refusal of Access**

Any person violating the provisions of **Section 3** and/or **Section 3.2** shall be liable for any repair costs, consequential damages, and enforcement costs. The LWD shall enact any cure available to them by law, including deactivating service and levying fines and penalties, until the LWD has been afforded reasonable access to the premises to accomplish the performance of their duties in accordance with this Ordinance; further, such person may be reported to the Bonner County Sheriff and/or Prosecutor.

### **3.3.2 Failure to Remove Obstructions**

If obstruction(s) to access as described in **Section 3.2.1** are identified, the LWD shall provide written notice to the Owner regarding the need to remove such obstruction(s) together with a deadline for such removal. Failure to remove any such obstruction(s) within the time period specified shall constitute authorization for the LWD to enter the premises, to remove such obstruction(s), and to charge the cost of that removal to the Owner in accordance with **Section D3** of **Appendix D**. These charges will be payable per the terms of the next normal billing cycle for Base and Usage Fees.

### **3.3.3 Snow and Debris Removal**

If the LWD needs to access a Water Meter for any reason (shut off, repair, etc.), including for the benefit of the Owner, the Owner shall be charged at a rate as set forth in **Appendix D** to clear the area. The Owner shall have the option of clearing the area of debris, snow, etc. prior to access; in such case of prior clearing of the area, no fee will be charged.

## **4. District Water System Governance**

### **4.1 District Water System Ownership**

Subject to the terms of this document, and pursuant to Idaho Code §42-3212 [**Ref. R3**], the entire District Water System shall be constructed, acquired, owned, operated, and maintained by the LWD. This applies even to elements of the District Water System which may be located on private property.

#### **4.1.1 ERU Assignments Held in Abeyance**

The LWD may, at the discretion of the LWD Board of Directors, hold some number of ERUs in abeyance to protect against unforeseen demand on the Capacity of the District Water System.

##### **4.1.1.1 Release from Abeyance**

The release of any ERUs from abeyance (for example, in support of an application for Service Connection) shall be at the sole discretion of the LWD Board of Directors.

#### **4.1.1.2 Additions to ERUs Held in Abeyance**

In the event that an Owner wishes to relinquish any assigned ERUs to the LWD, the LWD Board of Directors may negotiate a “buy-back” from that Owner and hold said ERUs in abeyance. The negotiated price may be substantially lower than the original price paid by the Owner; in no event shall the negotiated price exceed the lesser of the original price paid or the current established value.

#### **4.1.2 Responsibility for LWD Equipment**

District Water System equipment located on private premises remains the property of the LWD and may be repaired, replaced, or removed as needed by the LWD at any time without consent of the Water User or property Owner, as applicable. No payment will be made to the property Owner or Water User for the right to install, maintain, replace, or remove District Water System equipment on private premises. The property owner shall keep any animals secured or confined to avoid interference with the utility operation and maintenance.

#### **4.1.3 Responsibility for Private Water Service Equipment**

The LWD shall not be liable for any loss or damage caused by any defect in the Private Water Service Line(s), plumbing, or equipment. The LWD shall not be liable for loss or damage due to interruption of service or temporary changes in pressure. The property Owner or Water User shall be responsible for valves on private premises being turned off when the water service is activated.

#### **4.2 Discretionary Interruption of Service**

In the event of an emergency or other similarly unavoidable cause, the LWD may interrupt service in the normal performance of its duties and responsibilities; e.g., to make necessary repairs, connections, etc. The LWD shall not be responsible or liable for any inconvenience caused by such interruption of service, nor shall the LWD be responsible for any consequential damages.

#### **4.3 Injury to the District Water System**

No unauthorized person shall intentionally, maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, pipeline, fire hydrant, fitting, connection, appurtenance, or equipment which is part of the District Water System.

##### **4.3.1 Reporting of Injury and Consequences of Conviction**

Any willful injury as described in **Section 4.3** will be reported to the appropriate governmental agency for prosecution and restitution in accordance with Idaho Code §18-7001 and §18-2403 [**Ref. R1**]. If a person or persons is convicted of either a misdemeanor or a felony, then, in addition to any punitive fines levied due to violation(s) of Idaho Law, the LWD may choose to levy additional fines and penalties to any Water User accounts associated with the convicted parties; any such additional levies shall be without prejudice to the right of the LWD to recover actual damages, costs, and attorney’s fees incurred on account of the violation.

##### **4.3.2 Liability for Injury**

An Owner shall be liable for any damage to any part of the District Water System that is caused by an act of the Owner and/or their tenant(s), agent(s), employee(s), contractor(s), licensee(s), or permit holder(s); damage shall include, but is not limited to, breaking of seals and locks, tampering with meters, injury to

meters by hot water or steam, and damaged meter boxes, curb stops, meter stops, and other appurtenances. The LWD shall charge the cost of repair and/or restoration of any such damage to the Owner in accordance with **Section D3** of **Appendix D**. These charges will be payable per the terms of the next normal billing cycle for Base and Usage Fees. Further, the LWD may enact any cure available to them by law, including deactivating service and levying fines and penalties, until all amounts due are paid in full.

#### **4.4 Fire Hydrants**

Fire hydrant access shall be limited to:

- Use by an official fire department;
- Testing by authorized personnel; or
- Other purposes specifically authorized by the LWD Board of Directors.

Any information about the unauthorized use of fire hydrants will be turned over to the State of Idaho and the Bonner County Prosecutor.

##### **4.4.1 Valve Operation**

No tool other than special hydrant wrenches shall be used to operate a hydrant valve. In cases where a temporary service has been granted and received through a fire hydrant, an auxiliary external valve will be provided by the LWD to control the flow of water.

##### **4.4.2 Relocation**

When a fire hydrant has been installed in the location specified by the proper authority, the LWD has fulfilled its obligations. If a property owner or other party desires to change the size, type, or location of the hydrant, they shall bear all costs of such change. Any changes in the location of the hydrant must be approved by both the LWD Board of Directors and the governing fire district.

#### **4.5 Surface Alterations**

##### **4.5.1 Repair/Restoration**

In the event that required maintenance or repair requires disturbance to the ground above or around the District Water System, the LWD shall be responsible for any costs associated with repair/restoration of improvements that an Owner or Water User has made, with or without permission from the LWD, to the ground above or around the District Water Service Lines, public rights-of-way, or negotiated LWD easements. This includes, but is not limited to, the placement of concrete, asphalt, landscaping, buildings, etc.

##### **4.5.2 Damage Due to Alterations**

The Owner shall be responsible for all repair costs including, but not limited to, repair to streets, sidewalks, curbs, gutters, sewer lines, irrigation facilities, storm drains, lawns, fences, gas lines, Water Mains, telephone lines, and electrical lines that may occur because of any alterations to the ground by the Owner.

## 4.6 Waste of Water

### 4.6.1 Waste Unlawful

It shall be unlawful for any Water User to:

- Waste District Water System water, or allow it to be wasted by imperfect water stops, valves, or leaky pipes that are not under the jurisdiction of the LWD; or
- Permit the malicious or willful consumption of District Water System water, having no beneficial use.

### 4.6.2 Determination of Waste

The LWD, based on Water Meter readings, will determine where water has been wasted and shall notify the Owner of that determination.

### 4.6.3 Correction of Waste

Within sixty (60) days of notification to the Owner and/or Water User, it shall be the Owner's responsibility to make the necessary repairs or to institute actions that will correct the situation.

### 4.6.4 Liability for Waste

All costs incurred, including the cost of wasted water and any repairs, shall be the responsibility of the Water User or Owner, as applicable.

In the event of a leakage problem at or near the Water Meter location or service line, LWD maintenance personnel may need to turn off service in order to determine the cause of damage. When any equipment must be brought into the area to determine the cause, the following will apply:

- The LWD is responsible for repair/replacement of Water Main, District Water Service Line, and/or Water Meter breaks/leaks that occur on the upstream (LWD's side) of the connection to the Private Water Service Line.
- The Owner is responsible for repair/replacement of Private Water Service Line breaks/leaks that occur on the downstream (Owner's side) of the Water Meter.
  - If the leak or problem proves to be downstream of the exit flow of the Water Meter, the entire cost of all repairs will become the liability of the Owner, and the Owner will assume all costs (i.e., equipment, labor, LWD employee costs, and all parts included in the repair).
  - The Owner agrees to pay all expenses. All costs will be payable per the terms of the next normal billing cycle; refer to **Section 7.2** and **Section 7.4**.
  - Overage charges resulting from damaged Private Water Service Lines may be reduced (depending on the situation) if the damaged lines are repaired immediately and/or as soon as reasonably feasible; any such reduction shall be determined on a case-by-case basis at the sole discretion of the LWD Board of Directors.

## 4.7 Review of Consumption

The LWD Board of Directors, as part of its normal monthly meetings, will review the use of water as determined from source Water Meters and service Water Meters, as applicable. This data will provide information on the effectiveness of the District Water System governance, ensure that water withdrawal is

in accordance with approved water rights, and will allow identification of trends in water use as well as the possibility of new leaks.

#### **4.8 Emergency Events**

If failure of or damage to any part of the District Water System occurs, or any other scenario is found that requires immediate attention due to an imminent risk to:

- The health and safety of the public;
- Risk to property;
- Environmental risk to rivers, creeks, tributaries, or the surrounding areas; or
- Risk to the District Water System,

then the Owner of the particular Legal Parcel where the damage occurred is required to take immediate action to:

- Mitigate the problem to the extent practical, and
- Notify the LWD of such failure and/or damage.

##### **4.8.1 Urgency of Repair**

No extension of time to complete repair and/or restoration is allowed during an emergency event.

##### **4.8.2 Private Water Service Lines**

If the failure or damage occurs in a Private Water Service Line, the provisions of **Section 4.8.2.1** and **Section 4.8.2.2** apply.

###### **4.8.2.1 Intervention Authority**

If the Owner does not take immediate action, the LWD shall have authority to:

- Interrupt service without notice (refer to **Section 4.2**);
- Enter the property to repair and/or restore any failure/damage; and
- Charge the cost of such repair/restoration to the Owner in accordance with **Section D3** of **Appendix D**. These charges will be payable per the terms of the next normal billing cycle; refer to **Section 7.2** and **Section 7.4**.

###### **4.8.2.2 Liability for Loss/Damage**

The Owner shall be responsible for any loss/damage caused to the LWD or third parties.

##### **4.8.3 Obstruction to Access**

If an emergency event is exacerbated by obstruction(s) to access as discussed in **Section 3** and/or injury as discussed in **Section 4.3**, the LWD may enact any cure available to them as described in **Section 3.3.1**, **Section 4.3.1**, and/or **Section 4.3.2**; further, additional fines and penalties may be levied at the sole discretion of the LWD Board of Directors.

#### **4.9 Notice of Violation**

Any Owner or Water User found in violation of this Ordinance, or of any special requirements levied hereunder, may be served with a written notice stating the nature of the violation and providing a reasonable time limit for compliance; in the absence of supporting rationale, the default time limit is ten (10) days.

Any such notice given shall be in writing and served in person or by standard, priority, registered, or certified mail. The notice shall be sent to the last address of the violator known to the LWD. Where the address is unknown, service may be made upon the owner of record of the property involved. If satisfactory action is not taken in the time allotted by the notice, the LWD Board of Directors may pursue all remedies as may be provided by this Ordinance, resolution of the LWD Board of Directors, or by Idaho law.

#### **4.9.1 Legal Consequences**

Any Owner or Water User who continues to violate any provision of this Ordinance beyond the time limit provided for in **Section 4.9**, when applicable by Idaho law, may be charged with commission of a misdemeanor or a felony, as defined by said applicable Idaho law.

#### **4.9.2 Additional Remedies**

The LWD may choose to levy fines and penalties for violations and/or enact any cure available to them by Idaho law, including termination of service. If a person or persons is convicted of any arising charges under **Section 4.9.1**, then, in addition to any punitive fines levied due to violation(s) of Idaho law, the LWD may choose to levy additional fines and penalties to any Water User accounts associated with the convicted parties; any such additional levies shall be without prejudice to the right of the LWD to recover actual damages, costs, and attorney's fees incurred on account of the violation.

#### **4.9.3 Separate Violations**

Each day, or portion thereof, a violation continues shall constitute a separate violation.

### **4.10 Deactivation of Service**

The LWD Board of Directors may choose to deactivate service:

- In response to any emergency event as discussed in **Section 4.8**;
- In response to any unremedied violation as discussed in **Section 4.9**;
- For delinquency as discussed in **Section 7.4**; or
- Upon ten (10) days' notice, for failure to comply with any of the provisions of these Ordinances.

#### **4.10.1 Reactivation of Service**

##### **4.10.1.1 Reactivation Following Delinquency**

Reactivation of service following deactivation for delinquency as discussed in **Section 7.4** shall be made only after payment of current and past due charges, in addition to the reactivation fee as set forth in **Appendix A**.

##### **4.10.1.2 Reactivation Following Emergency Events or Noncompliance**

Reactivation of service following deactivation for unsafe facilities, water waste, fraud, abuse, or for noncompliance with any of the policies or rules will only be made after:

- The irregularity has been corrected,
- The LWD has been assured the irregularity will not recur, and
- The reactivation fee as set forth in **Appendix A**, as well as any other charges that the LWD has levied, is paid in full.

#### **4.10.2 Unauthorized Reactivation of Service**

Where water service has been deactivated for any reason and the water is turned on by the Owner, Water User, or other unauthorized person, the LWD may then choose to deactivate service at the Water Main or to remove the Water Meter. The cost to the LWD for taking these additional actions – including reactivation and/or reinstallation of the Water Meter, as applicable and upon resolution of the reasons for deactivation – shall be billed to the associated account; further, water service shall not be reactivated until such charges are paid and the LWD has reasonable assurance that the violation will not recur.

#### **4.11 Emergency Water Conservation**

Water reduction or curtailment efforts may become necessary upon a finding by the LWD Board of Directors that a probable water shortage problem exists. When it is anticipated that there is a distinct possibility of a water distribution shortfall, the following plans may be implemented until it can be determined that the emergency no longer exists. Depending on the expected severity of the problem, it is possible that Stage One may be skipped and Stage Two implemented immediately. Requests for public cooperation will be made through the news media or other means as appropriate.

##### **4.11.1 Stage One – Voluntary Conservation**

Stage One consists of requests for voluntary conservation via compliance with the following restrictions:

- Minimizing the use of LWD-provided water, including by commercial and industrial users;
- Ceasing activities such as washing of sidewalks, driveways, parking areas, patios, or other paved areas;
- Ceasing activities such as refilling of swimming pools, hot tubs, etc.;
- Ceasing activities such as washing of cars, trailers, boats, etc.;
- Ceasing activities such as watering for dust control;
- Ceasing activities such as flushing of Water Mains, except to alleviate specific complaints; and
- Ceasing fire training activities involving water use from a fire hydrant.

##### **4.11.2 Stage Two – Mandatory Conservation**

If, after the implementation of Stage One, the combination of weather conditions, expected trends in demand, and/or other factors indicate that the threat of a water shortage will continue, the additional provisions of Stage Two may be implemented.

Stage Two consists of mandatory compliance with the conservation efforts described under Stage One plus the additional imposition of one or more of the following restrictions:

- Prohibition of external water use, or restriction to times as determined by the LWD Board of Directors (e.g., odd/even days or morning/evening hours). This would include watering of lawns, gardens, trees, etc., except from a handheld container.
- Specific restrictions on commercial and industrial users as negotiated/directed by the LWD Board of Directors.
- Prohibition of water use from a fire hydrant except for fighting fires.

Any person who violates the mandatory provisions of the Stage Two implementation shall be subject to the penalties as outlined in **Appendix D**.

#### 4.12 Special Arrangements

Nothing in these Ordinances shall be construed as preventing any special agreement or arrangement between the LWD Board of Directors and any Water User, whereby the Water User receives non-standard water services in exchange for payments, charges, or other consideration(s) as may be negotiated.

### 5. Board of Directors

#### 5.1 Board Composition

The LWD Board of Directors shall be comprised of five (5) Directors. Directors shall be elected or appointed in accordance with the following sections.

##### 5.1.1 Board Qualifications

The LWD Board of Directors recognizes a need to establish qualifications for Directors. The following are requirements for all applicants:

- Applicants must be a registered voter in the State of Idaho.
- Applicants must be a year-round LWD resident (to facilitate attendance at monthly meetings).
- Applicants must be a current Water User and reside full-time at the legal address serviced.

##### 5.1.2 Board Elections

The following items address terms for elected LWD Directors:

- Elected Directors will serve 6-year terms; terms shall be staggered to ensure continuity of governance.
- Elections will take place the first week of May (a floating date decided by the Bonner County Clerk).
- All district elections will be conducted by the Bonner County Clerk's office, including candidate's declaration, publications, declaration of intent to be a write-in, and elections.
  - New candidates choosing to run for election must file their intent with the Bonner County Clerk's office.
  - The State of Idaho has provisions (Idaho Code §34-1407 [**Ref. R2**]) which allow the County Clerk not to conduct an election if only one candidate has filed for any position.
- All new incoming elected Directors will be installed the first meeting following the election date.
- All incoming elected Directors will sign an Oath of Office, which will need to be filed with the County Clerk.

##### 5.1.3 Removal for Cause

Any Director may be removed for cause by a unanimous vote of the other Directors; note that the “simple majority of quorum” described in **Section 5.3.1** does not apply to removal of a Director. Valid causes include, but are not limited to:

- Unexcused absence from three or more consecutive LWD Board Meetings;
- Violation of any conflict-of-interest provisions as described in **Section 5.4**;
- Violation of any Water User requirements, restrictions, and/or limitations as set forth in this document; and/or
- Conviction of a felony under Idaho State Law or Federal Law.

#### **5.1.4 Board Vacancies**

Vacancies shall be filled via appointment by the remaining Directors for the remainder of the subject term.

#### **5.1.5 Board Officers**

##### **5.1.5.1 Board Officers - Selection**

The LWD Board of Directors shall have officers consisting of a Chair and a Vice-Chair; other Directors shall be considered members-at-large.

- LWD Board Officers shall be elected by the LWD Board of Directors at the first regular meeting following each election.
- LWD Board Officers shall serve until their successors are elected or their seat is otherwise vacated.

##### **5.1.5.2 Board Officers - Vacancies**

Officer vacancies shall be filled via election by the LWD Board of Directors for the remainder of the subject term.

##### **5.1.5.3 Board Officers – Duties – Chair**

The LWD Board of Directors Chair shall:

- Preside at all Board meetings;
- Sign documents on behalf of the District;
- Represent the District in official capacities;
- Appoint committees as needed; and
- Perform other duties as assigned by the LWD Board of Directors.

##### **5.1.5.4 Board Officers – Duties – Vice-Chair**

The LWD Board of Directors Vice-Chair shall:

- Act in the absence of the Chair;
- Assist the Chairperson as requested; and
- Perform other duties as assigned by the LWD Board of Directors.

#### **5.2 Board Powers and Duties**

The LWD Board of Directors shall have the power and duty to:

- Adopt and amend ordinances and policies;
- Establish rates, fees, tolls, and charges;
- Approve budgets and expenditures;
- Hire and supervise District staff;
- Enter into contracts and agreements;
- Acquire and dispose of property;
- Issue bonds pursuant to Idaho Code §42-3222 [Ref. R3]; and
- Exercise other powers granted by Idaho law.

### **5.3 Board Meetings**

All meetings of the LWD Board of Directors shall be conducted in compliance with Idaho Open Meeting Law.

- Meeting and agenda notice requirements shall be followed for all regular meetings; refer to **Section 5.3.2.1**. Notice requirements shall be satisfied by posting on the LWD website and/or at the Laclede Post Office.
- Minutes shall be kept of all meetings and maintained as public records.
- Executive sessions shall be held only as authorized by Idaho law.

#### **5.3.1 Board Meetings - Procedures**

The presence of no less than three (3) Directors shall constitute quorum for conducting business.

- Meetings shall be conducted according to Robert's Rules of Order. The order of business shall be as set forth on the agenda, or as otherwise established by resolution.
- Action may be taken by a simple majority of Directors present, with each Director exercising one (1) vote.
- The LWD Board Chair may vote on all matters.

#### **5.3.2 Board Meetings – Types**

##### **5.3.2.1 Regular Meetings**

The LWD Board of Directors shall hold regular meetings for the purpose of conducting regular business. Such regular meetings shall be held at a time and place established by resolution; public notice shall be provided at least 48 hours in advance.

##### **5.3.2.2 Special Meetings**

The LWD Board of Directors may conduct special meetings as called by:

- The LWD Board Chair; or
- Any two (2) LWD Directors.

Public notice for special meetings shall be provided at least 24 hours in advance; only the business specified in the notice may be conducted.

##### **5.3.2.3 Emergency Meetings**

The LWD Board of Directors may conduct emergency meetings as necessary to respond to:

- District Water System emergencies;
- Natural disasters; and
- Other urgent situations.

Emergency meetings may be held with less than 24 hours' public notice; reasonable efforts shall be made to notify all LWD Directors and the public.

## 5.4 Board Compensation

Members of the LWD Board of Directors shall be compensated in accordance with the provisions set forth in **Appendix D**. A Director must be in good standing in order to receive compensation; refer to **Section 5.1.3**.

No member of the LWD Board of Directors shall receive any compensation as an employee of the LWD or otherwise, other than that provided in **Appendix D**. No member of the board shall be interested in any contract or transaction with the LWD except in their official representative capacity.

## 6. Operating Budget

### 6.1 Board Determination

In accordance with Idaho law, the LWD Board of Directors shall estimate all costs associated with maintaining and operating the LWD. A written budget shall be prepared annually and shall be presented at the annual budget meeting of the LWD. The LWD's fiscal year begins on December 1<sup>st</sup> and ends on November 30<sup>th</sup> of each year.

### 6.2 Account Usage

All fees and charges received and collected under the authority of this Ordinance shall be deposited in checking and/or savings accounts and credited to the applicable LWD general ledger account.

The accounts of said general ledger shall show receipts and expenditures for capital improvements and the maintenance, operation, upkeep, and repair of the District Water System. General ledger records shall be maintained for a minimum of seven (7) years.

As provided by Idaho law, when budgeted and appropriated, the funds and credits to the accounts of the LWD general ledger shall be available for:

- The financial requirements for the maintenance operations, repairs, and upkeep of the District Water System;
- The payment of capital improvements; and
- To the extent legally available, for payment into a fund established for the payment of principal and interest toward any water bond indebtedness of the LWD which shall from time to time be outstanding.

The three defined general account types are Operating, Capital Improvement, and Reserve accounts. All such accounts shall be maintained in accordance with Idaho law with a focus on, in descending order of priority:

- Maintaining principle;
- Maintaining adequate liquidity; and
- Seeking a reasonable return on investment.

#### 6.2.1 Operating Accounts

Operating accounts/funds shall be designated for the funding of:

- Normal LWD business and related employee costs;
- Normal operating expenses; and
- Routine and/or lower-cost maintenance expenses.

Operating accounts/funds shall be accounted for separately from other types of accounts/funds.

### **6.2.2 Capital Improvement Accounts**

Capital Improvement accounts/funds shall be designated for the funding of:

- Large District Water System repairs and replacement;
- Larger costs of less frequent repairs and maintenance; and
- Repair or replacement of any primary District Water System infrastructure.

These funds can be used for the purpose of:

- Expenses of operating and maintaining the District Water System;
- Expenses associated with unusual and larger than normal administration, operations, and maintenance of the LWD's affairs;
- Payments into a Reserve account established for the purpose of maintaining a reserve as required; and
- To the extent legally available, for payment into a fund established for the payment of principal and interest toward any indebtedness of the LWD which shall from time to time be outstanding.

Capital Improvement accounts/funds shall be accounted for separately from other types of accounts/funds.

A Capital Improvement account shall be established for Equipment Replacement Savings. A portion of each billed Base Fee and Usage Fee shall be set aside into the Equipment Replacement Savings account each month to establish capital reserves for future equipment replacement; refer to **Appendix A**.

### **6.2.3 Reserve Accounts**

Reserve accounts/funds shall be designated for the payment of loans as required by the government body of authority and/or the lender. These funds are placed or transferred into the Reserve account from the Capital Improvement accounts and/or other allocated funds. The payments from this account are for the purpose of paying principal and interest toward indebtedness of the LWD which shall from time to time be outstanding.

Reserve accounts/funds shall be accounted for separately from other types of accounts/funds.

## **6.3 Account Audit**

The LWD Board of Directors shall subject the general ledger accounts and records to an independent audit no less frequently than once every two (2) years.

## **7. Water Usage Rates and Fees**

### **7.1 Board Determination**

The LWD Board of Directors shall regularly review the Base Fees, Usage Fees, Late Fees, and any other appropriate fees and charges to be assessed against Water Users within the LWD in order to pay the cost of operations and indebtedness incurred by the LWD for:

- Construction costs of the District Water System;
- Expenses of operating and maintaining the District Water System;
- Expenses of administering the LWD's affairs; and
- Establishing a reserve/maintenance fund for expenses relating to operating, maintaining, and improving the District Water System.

## 7.2 Billing

All LWD charges shall be billed to the Owner (including Non-User accounts) for any and all Service Connections, Base Fees, Usage Fees, and other charges within the LWD, as well as any similar charges outside of the LWD.

### 7.2.1 Meter Reading Schedule

Water Meters will be read at the end of each month. Bills will be generated and delivered as soon as practicable thereafter; billing details are presented in **Appendix A**.

In the event that a particular Water Meter cannot be read on the regular reading date, an estimated usage will be assessed that is equal to the lesser of:

- The average of the last three (3) months of usage for that Water Meter; or
- The usage of that month from the previous year, if such data is available for the same Water User.

Any resulting inaccuracies will be resolved at the next successful reading of that Water Meter.

### 7.2.2 Billing Data Retention

The LWD will keep accurate documentation regarding all historical Water Meter readings; these records shall constitute prima facie evidence of the usage of each Service Connection. Documentation will be maintained for a period of not less than seven (7) years for each Water Meter.

### 7.2.3 Initial Billings

For new connections, the first monthly Base Fee will be prorated based on installation date after the Service Connection to the District Water Service Line has been installed and activated.

### 7.2.4 Third Party Billing

By use of special contract provided by the LWD, special arrangements can be made for sending the bill to a Water User (e.g., tenant or proper custodian). If the Water User fails to pay the LWD charges, those charges will remain payable, including late charges and fees, by the Owner; if not paid, said fees will be subject to the provisions of **Section 7.4**.

### 7.2.5 Billing Rates

**Appendix A** presents the current rate schedule for Base Fees, Usage Fees, Late Fees, and Service Connection Fees. **Appendix D** presents other miscellaneous financial items.

### 7.2.6 Disputed Bills

If the Owner (or Water User, if billed in accordance with **Section 7.2.4**) disputes the accuracy of a bill, the LWD will investigate. The bill must be paid in full as delivered to avoid assessment of a Late Fee as presented in **Appendix A**, unless a lower acceptable amount is negotiated with the LWD. The account will be flagged to avoid any actions being taken under the provisions of **Section 7.4** until the investigation is concluded. If any adjustments/credits are required, they will be made on the next month's bill following conclusion of the investigation.

### 7.3 Rate Adjustments

The LWD Board of Directors may adjust fees, rates, and other charges from time to time to collect funds as outlined in this Ordinance. Rates, fees, and other charges may be adjusted by simple majority resolution of the LWD Board of Directors. The LWD shall keep a current list of rates available for inspection by the public.

### 7.4 Delinquencies

In addition to Late Fee assessments per **Section 7.2**, accounts shall be considered delinquent if not paid in full within sixty (60) days.

#### 7.4.1 Stage One Delinquency

Accounts that become delinquent shall be reviewed. The LWD Board of Directors will attempt to arrange a payment plan with the Water User. Late Fees will continue to be assessed in accordance with **Section 7.2** during any payment plan period.

#### 7.4.2 Stage Two Delinquency

If the Water User cannot be contacted, cannot agree to a payment arrangement, or fails to make timely payment on an arranged payment plan per **Section 7.4.1**, the LWD shall deactivate the Water Meter. Reactivation shall not take place until all delinquent charges and fees have been paid in full, including the activation and deactivation charges as set forth in **Appendix D**. Late Fees will continue to be assessed in accordance with **Section 7.2** during any period of deactivation.

#### 7.4.3 Stage Three Delinquency

Accounts delinquent as of August 1st of each year may be so certified by the LWD Board of Directors. A real property tax lien may then be filed upon the property to collect all past due amounts, pursuant to Idaho Code §42-3212(l) [**Ref. R3**]. All legal charges shall be included in the delinquent account and assigned to the Bonner County Treasurer's Office for collection in the same manner as other taxes.

Note that the provisions of **Section 7.4.2** will remain in effect after any tax lien filing; i.e., the Water Meter will remain deactivated and Late Fees will continue to accrue. This may result in a balance due even after the tax lien is satisfied; any such additional balance due will need to be paid in full before reactivation of the Water Meter takes place.

## 8. Limitation of LWD Liability

To the fullest extent of the law, and notwithstanding any other provisions of this Ordinance, the LWD and/or any of its officers, directors, employees, agents, independent contractors, and subcontractors are not liable to Owner(s) for any and all claims, losses, costs, or damages, including attorney's fees and costs of any nature whatsoever, or claims of expenses resulting from or in any way related to the connection, disconnection, inspection, repair, maintenance, or operation of the District Water System or any incidental part of said system. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law.

**9. Administration**

Except as otherwise provided herein, the LWD Board of Directors shall administer, implement, and enforce the provisions of this Ordinance.

**10. Amendments**

Public notice shall be given in accordance with applicable provisions of these Ordinances, and the law, prior to adoption of any amendments to this Ordinance.

**11. Enforceability**

The LWD Board of Directors shall enforce and seek remedies for breaches of the terms of this Ordinance, as provided by the laws of the State of Idaho.

**12. Repeal of Previous Ordinances**

All previous ordinances or resolutions of the LWD, or parts thereof, insofar as they are in conflict with this Ordinance, are hereby repealed and rescinded.

**13. Severability**

If any section, subsection, paragraph, sentence, or provision hereof or the application thereof to any particular circumstance shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect as applicable to all circumstances to which it may validly apply.

**14. Effectivity**

Upon the passage and adoption of this Ordinance, the Ordinance shall be in full force and effect upon its publication in summary form according to law in the "Bonner County Daily Bee", a newspaper of general circulation in the LWD and hereby designated as the official newspaper for the publication of the Ordinance.

**PASSED and ADOPTED** this 16<sup>th</sup> day of July, 2025.

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Chair, LWD Board of Directors