

ORDINANCE NO. 10

(As Amended September 9, 2026)

REGULATION OF SYSTEM EXPANSION

AN ORDINANCE OF THE SPRING CREEK/COW CREEK SANITARY DISTRICT OF HUGHES COUNTY AND SULLY COUNTY, SOUTH DAKOTA, ESTABLISHING REGULATIONS RELATING TO THE EXPANSION OF THE EXISTING WATER DISTRIBUTION, WASTEWATER COLLECTION AND TREATMENT SYSTEM AND PROVIDING FEE STRUCTURE AND PENALTIES FOR VIOLATIONS THEREOF.

BE IT ORDAINED AND ENACTED by the Board of Trustees of the Spring Creek/Cow Creek Sanitary District (hereinafter the “Board”) of Hughes County and Sully County, State of South Dakota, as follows:

ARTICLE I

GENERAL PROVISIONS

Section 1. Under the Authority of the State of South Dakota, pursuant to SDCL 34A-5-14, the District is organized as a governmental subdivision of the State and a public body, corporate and politic.

Section 2. The District is hereby authorized and directed to administer, implement, and enforce the provisions of this Ordinance and adopts by reference herein, in whole or in part, all other Ordinances of the District which remain in full force and effect, in order to protect the public health, safety, and welfare of residents within the District's boundaries.

Section 3. Spring Creek/Cow Creek Sanitary District water distribution and wastewater collection and treatment systems (hereinafter the “System(s)”) shall be operated as a public utility and the rates, fees, charges, rentals, regulations and provisions of this ordinance shall be and remain applicable thereto until duly amended. The District reserves the right to amend this Ordinance, provided that as amended, the Systems’ receipts shall be sufficient each year to pay all costs of operation and maintenance, depreciation, principal and interest on indebtedness of the same, and reserves which may be required. The District is authorized to hire a Superintendent to oversee the operations of the District Systems.

ARTICLE II

DEFINITIONS

Section 1. Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

- A. “Developer” shall mean the owner of the platted or planned parcels installing the sewer main and/or water main or associated appurtenances.
- B. “Easement” shall mean an acquired legal right for the specific use of land owned by others.
- C. “Existing System” shall mean all water distribution and wastewater collection and treatment systems in place and under operational control of the District as of January 1, 2021.

- D. "Final Completion" shall mean the construction is complete and all requirements have been met for the District to take ownership of the constructed components. Once obtained, the District will issue a letter of final acceptance.
- E. "Force Main" shall mean any sewer piping operating under pressure.
- F. "May" is permissive.
- G. "Person" shall mean any individual, firm, company, association, society, corporation, or group.
- H. "Sanitary Sewer" shall mean a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.
- I. "Service Connection" shall mean the point at which the water main or sewer main is tapped to provide a connection for an individual user.
- J. "Service Pipe" shall mean the piping between the individual user's first point of use and the water or sewer main.
- K. "Sewer" shall mean a pipe or conduit that carries wastewater or drainage water.
- L. "Sewer Main" shall mean the piping to which individual service connections are connected (tapped).
- M. "Shall" is mandatory.
- N. "Substantial Completion" shall mean the construction is complete and the constructed components can perform for their intended use. Once obtained, the District will issue a letter of substantial completion.
- O. "Superintendent" shall mean the superintendent of the water distribution system and/or wastewater collection and treatment systems or an authorized deputy, agent, or representative.
- P. "User" shall mean any person with a service connection.
- Q. "Wastewater" shall mean the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and storm water that may be present.
- R. "Water Main" shall mean the piping to which individual service piping is connected (tapped)

ARTICLE III

DESIGN AND CONSTRUCTION REQUIREMENTS

Section 1. The Board of Trustees may adopt standard specifications utilized by other municipalities, sanitary districts, or similar governing bodies that oversee or operate and maintain sanitary sewer collection and treatment facilities and water supply facilities. The Board may adopt standard specifications by reference where such standards are published or publicly available.

Section 3. Nothing in this Ordinance or in any adopted standard specification shall limit the Board from issuing a variance to the standard specifications. The Board may issue a variance to the adopted standard specifications by majority vote. Variances shall be issued in writing and are binding only upon the specific project or portion thereof for which the variance is issued. By issuing a variance, the variance does not modify the standard specifications, nor any revision issued by the Board.

Section 4. The Design and Construction Standards for Water and Wastewater System, Piping and Appurtenances are attached to this Ordinance as Appendix A, which may be modified from time to time. The Specifications, Standards, Codes and Design Criteria mentioned in Appendix A are hereby adopted by the District and this Ordinance in their entirety unless in conflict with the provisions of this Ordinance..

ARTICLE IV

GENERAL SYSTEM AND APPLICATION REQUIREMENTS

Section 1. Plans and specifications shall be prepared in accordance with South Dakota Codified Laws and the Administrative Rules of South Dakota. Plans and specifications shall be complete for all phases of work to be operated and maintained by the District upon completion, acceptance of the work, and passage of the warranty period. This includes civil, mechanical, electrical, and HVAC plans as applicable to the works seeking approval.

Section 2. Developer fees, as specified herein shall be paid in full within 30 days of approval by the District. If developer fees are not paid in full within 30 days of approval, the approval shall be void. Construction shall not begin until the developer fees are paid in full. Beginning construction prior to payment of developer fees shall void the approval.

Section 3. As applied to sewer services, each platted or planned parcel not serviced by the existing system shall be provided with at least one service pipe. The sewer service pipe shall be installed as required by the standard specifications shown in Appendix A. For the purposes of this section, to be deemed to be serviced by the existing system, the service pipe shall be extended to the platted or planned parcel.

Section 4. As applied to water services, each platted or planned parcel not serviced by the existing system shall be provided with at least one water service pipe. The water service pipe shall be installed as required by the standard specifications shown in Appendix A. For the purposes of this section, to be deemed to be serviced by the existing system, the service pipe shall be extended to the platted or planned parcel.

Section 5. Where planned lots will be serviced by an on-site wastewater system as allowed by the Administrative Rules of South Dakota (ARSD) 74:53:01 and the Ordinances of this District, the plans and specifications shall be submitted to the Superintendent for review and approval. Plans and specifications for any onsite wastewater system shall be prepared by a licensed plumber or registered professional engineer and shall be installed by a certified installer pursuant to ARSD 74:53:02.

ARTICLE V

CONDITIONS OF APPROVAL

Section 1. Plans and specifications shall be approved by the District in writing. Upon approval, the developer shall begin construction within two years and complete construction within three years, or the approval shall be void. The developer shall provide written notice to the Superintendent a minimum of seven days prior to commencing construction. The approved plans and specifications and any approved changes shall be on the jobsite at all times during construction.

Section 2. Deviation from the approved plans and specifications shall not be allowed without District approval in writing. Construction of works which deviate from the approved plans shall be at the Developer's risk and may not be accepted by the District. The Superintendent shall have the

authority to grant approval of deviations, in writing, from the approved plans where the Superintendent determines the deviation does not materially alter the plans and specifications. Deviations that materially alter the plans and specifications shall be subject to review and approval of the Board. The Superintendent may recommend approval or denial of such deviations. Approval or denial of such deviations shall be issued in writing.

Section 3. Water flows to newly installed water mains shall be restricted, except for water needed to test and flush lines, until such time that a Notice of Completion is submitted to the Superintendent, as-built plans are approved, and the District provides a certificate of substantial completion. Sewer flows from newly installed sewer mains shall be restricted, except for water needed to test and flush lines, until such time that a Notice of Completion is submitted to the Superintendent, as-built plans are approved, and the District provides a certificate of substantial completion.

ARTICLE VI TRANSFER OF OWNERSHIP

Section 1. The District will accept responsibility for water and sewer infrastructure (systems) that have been installed by a developer upon a certificate of substantial completion, signed by the District. A maintenance bond for 20% of the amount of the work shall be provided to the District and dated to match the signed approval for substantial completion. The maintenance bond shall warrant the integrity of the work for a minimum of 24 months. At the end of the warranty period, the District will review the installation and provide any comments in writing to the developer to make any repairs necessary. Written notice of final approval shall be provided to the developer. Any problems with the water mains or sewer mains that occur during the warranty period must be resolved by the developer upon written notice by the District. If a developer fails to receive substantial completion, the District may refuse to take over the installed system in question. Any improvements or repair shall then remain the responsibility of the respective developer until such time the District accepts responsibility. For the purposes of this section, sewer main and water main includes the individual service pipes to the curb stop and/or lot line.

Section 2. Where transfer or ownership cannot be completed, the District will not issue substantial completion, nor will the District allow any lots to be serviced until substantial completion is provided. The Superintendent is authorized to disconnect any water and/or sewer service that has been prematurely connected without approval. Any usage of water prior to official acceptance will be charged to the developer and fines will be assessed to cover any and all costs associated with additional effort borne by the District to remedy the situation.

ARTICLE VII TRANSFER OF EASEMENTS

Section 1. The developer shall obtain and cause to be recorded transferrable easements for all piping and appurtenances required to install, operate, and maintain the water distribution and wastewater collection and treatment system within a proposed development. Easements shall be perpetual easements running as a covenant with the land. Transfer of ownership, as set forth herein, shall not occur until such easements are legally recorded and copies of the recorded easements are provided to the District.

ARTICLE VIII
FEES FOR APPLICATION, INSPECTION AND DEVELOPMENT

Section 1. The developer shall submit the application form supplied by the Superintendent for all proposed improvements or planned developments within the boundaries of the District. The application fee for review of plans and specifications shall be \$50.00 per planned lot or parcel except that the minimum application fee shall be \$1,000.00.

Fees are payable when the application is submitted for approval. An application is not deemed complete until full plans and specifications are submitted, and all fees are paid.

Section 2. Once plans are approved consistent with the procedures set forth above and in the adopted standard specifications, the developer shall pay a developer fee for each set of plans which are approved in the amount of \$4,000 per planned residential lot. Four and one-half (4.5) RV spots will be the equivalent to one residential lot for billing purposes. For other proposed developments/lots, an approximation of use will be determined and compared to residential lot use for billing determinations.

Section 3. The Board, by majority vote, may approve a variance to the requirement that all developer fees be paid prior to commencing work on the planned development. The terms of such variance shall be provided in writing and shall be signed by the Board President and an authorized party for the developer.

Section 4. The Board, by majority vote, may enter into an agreement to waive the developer fees specified herein, where doing so is mutually beneficial to the District and Developer. The terms of such agreement between the developer and the District shall be in writing and shall be signed by the Board President and an authorized party for the developer.

Section 5. Developer fees and application fees for new lots platted after January 1, 2021, shall not be assessed where a water and sewer service exists and terminates on the user's side of the lot line. For the purposes of this section, to demonstrate that a water and sewer service exists, a visual inspection shall be performed to test that water actually flows from the curb stop and the sewer service actually flows to the sewer main. The Superintendent shall observe such testing.

ARTICLE IX
POWERS AND AUTHORITY OF SUPERINTENDENT

Section 1. The Superintendent and other duly authorized employees or agents of the District bearing proper credential and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, or testing pertinent to the installation of any new water and/or sewer infrastructure that are intended to be transferred to the ownership and operation of the District. The Superintendent shall make a reasonable effort to coordinate any inspection, observation, measurement, sampling, or testing pertinent to the installation with the developer.

Section 2. No excavation may be initiated in the vicinity of infrastructure owned or operated by the District without advance notice to the Superintendent and the subsequent receipt of approval.

ARTICLE X
ENFORCEMENT

Section 1. Any person found to be in violation of any provision of this Ordinance shall be formally served with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The District reserves the right to commence legal action against any person who fails to comply.

Section 2. Any person found to be in violation of this Ordinance shall be liable to the District for any expense, loss or damage incurred by the District because of said violation.

ARTICLE XI VALIDITY

Section 1. This ordinance shall be in full force and effect from and after its passage, approval, record, and publication as provided by law.

Section 2. The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be given effect without such invalid part(s).

Section 3. Nothing in this Article or Ordinance shall prohibit or otherwise limit the District from commencing a separate civil action, whether equitable or legal, to remedy a violation of this ordinance.

Section 4. All ordinances which cover the same substance as this ordinance, or any portion of as previous ordinance which directly conflicts with the terms of this ordinance is hereby repealed as to those provisions which conflict.

Section 5. Nothing in this ordinance shall prohibit or otherwise limit the District from commencing a separate civil action, whether equitable or legal, to remedy a violation of this ordinance.

ARTICLE XII WAIVER OF REGULATIONS

Section 1. When strict interpretation of the regulations set forth in this Ordinance would result in extreme hardship, the Board may waive such regulation or part thereof, provided that the waiver is consistent with the intent of these regulations, and that no imminent danger to public health or safety or to the environment exists. Any waiver granted must be in writing, include the reasons for granting the waiver and the notarized signature of the Superintendent. A copy of the waiver shall be filed with the District.

ARTICLE XIII LIABILITY

Section 1. This Ordinance shall not be construed as imposing upon the District any liability or responsibility resulting from any defective portion of an on-site domestic wastewater disposal system, or the installation thereof. Nor shall the District or their employees be held as assuming any liability or responsibility by reason of authorized inspection.

ARTICLE XIV CONFLICT

Section 1. In any case where a provision of these regulations is in conflict with the provisions of any zoning, building, fire, safety, or health regulations, law, or ordinance effective within the

jurisdictional boundaries of these regulations, the provisions that establish a higher standard or specification, or are more stringent in their requirements, shall control.

ARTICLE XV
ORDINANCE IN FORCE

Section 1. This Ordinance shall be in full force and effect from and after its passage and publication as required by law.

Section 2. Passed and adopted by the Board of Trustees of Spring Creek/Cow Creek Sanitary

District on the _____ day of _____, 2026, by the following vote:

Ayes: _____, Namely: _____

Nays: _____, Namely: _____

Passed First Reading: _____

Passed Second Reading: _____

Published: _____

President,
Spring Creek/Cow Creek Sanitary District

ATTEST:

Clerk, Spring Creek/Cow Creek Sanitary District

Published once at the approximate cost of _____