

*Excerpt from approved
April 2012 minutes.*

Consider Amendment to Rocky Fork Engineering Contract with SKW for Property Monuments on the Rocky Fork WRF Site for a Not to Exceed of \$1,350

Ratermann noted this is to monument the tract acquired for the Rocky Fork Site and to record the survey in the Boone County Recorder's office.

On a motion by Karen Miller, and a second by David Shorr, the Board moved to approve the Amendment to Rocky Fork Engineering Contract with SKW for Property Monuments and the recording of the survey in the Boone County Recorder's office for the Rocky Fork WRF Site for a Not to Exceed of \$1,350. Motion carried.

Consider Service Agreement with Larry Baker for Connection of Lots 8, 14, 15 & 16 to Sharidan Hills WWTP

Ratermann noted this is a developer with four lots that has asked to connect to the Sharidan Hills WWTP. Ratermann noted there is a plan to eliminate the Sharidan Hills WWTP and connect to the City. Ratermann noted there is a connection agreement in place with the City. Ratermann said it is reasonable to let him connect to the Sharidan Hills WWTP.

On a motion by David Shorr, and a second by Karen Miller, the Board moved to approve a Service Agreement with Larry Baker for Connection of Lots 8,14,15, & 16 to Sharidan Hills WWTP. Motion carried.

Consider Extending Application of \$750 Connection Fee on Projects Currently Under Negotiation

Ratermann stated about two years ago the connection fees for the District were standardized and one set fee was applied to all connections. Ratermann noted there were two projects under negotiations that the Board granted a variance and extended the connection fee of \$750 for a period of two years. Ratermann said the extension expires June of 2012.

Ratermann noted there is a request from Mobile Village Mobile Home Park to extend the variance until 2016. Ratermann noted the other project is Manchester Heights NID. Ratermann noted sewer improvements for both Manchester Heights NID and Mobile Village Mobile Home Park are in progress.

On a motion by David Shorr, and a second by Karen Miller, the Board moved to authorize an extension of the variance thru 2016 of the connection fee of \$750 for the projects of Mobile Village Mobile Home Park and Manchester Heights NID, the Board granting by variance for said ordinance for such purpose providing necessary easements for connection of future customers are provided. Motion carried.

Consider Approving a Resolution Authorizing the Issuance of Approximately \$1,360,000 Principal Amount of the District's Sewerage System Revenue Bonds, And Approving Related Agreements

See discussion after public comment.

Old Business

No old business.

Excerpt from fully signed 3/8/2013
Agreement between BCRSD and
Mob Op Co LLC et al.

and faulty workmanship and for maintenance of back-filled areas.

2.3 Easements - Developer agrees to provide District with easements for the collection system, in such widths and at such locations as are deemed necessary by District, on recordable forms approved by District for that purpose, along with necessary sanitary sewer easements to the District and necessary electric utility easements to the appropriate electric utility across Developer's property in order that sanitary sewer service may be provided to adjoining properties. Each such recordable easement shall be provided to District on the date specified by District, and shall be subject to acceptance by District.

2.4 Maintenance of Finished Grades - Developer shall be responsible for proper backfill of trenches necessary for installation of gravity sanitary sewer and/or force main and connecting laterals and agrees to regrade and make repairs to earth surfaces, paved or hard surfaces, and yard and landscape which result from settlement due to construction or renovation during the first three years following final completion of all work completed by Developer under this agreement. In the event the Developer fails to correct deficiencies in finished grades within 10 calendar days of written request delivered to Developer by District, then District shall have the right and authority to correct any such deficiencies and Developer shall pay District all costs associated with such corrective work upon written invoice and demand made by District.

2.5 Connection Fees - Developer shall, in accordance with general District policy, pay to District a connection fee in the amount \$3,750.00 (\$750.00 per unit for 5 units) when the first of five mobile homes are delivered and prior to electric meter or water meter installation. Thereafter, Developer shall pay to District a connection fee in the amount of \$3,750.00 when the first of each increment of five mobile homes is delivered prior to electric meter or water meter installation. The parties understand and agree that the variance for a connection fee in the amount of \$750.00 for each mobile home was approved at the regular April 2012 Board of Trustees meeting. The parties further agree and understand that the procedure set forth herein for the payment of connection fees in increments of five and connection fees in the amount of \$750.00 per unit shall remain in effect through December 31, 2016. Thereafter, Developer shall pay to District a connection fee in an amount equal to the District's then current connection fee for each additional dwelling unit, including mobile homes, located on Developer's real estate. The provisions of this paragraph 2.5 shall run with Developer's real estate and shall be binding upon Developer's successors in interest to said real estate.

3. District Obligations - District hereby agrees to undertake and perform the following obligations:

3.1 Acceptance of Collection System And Provision of Treatment Services - In exchange for Developer's performance of Developer's obligations under this agreement, District agrees to provide wastewater collection and treatment services necessary to serve Developer's real estate. Upon final completion and District approval of the upgraded, improved, replaced and extended collection system serving Developer's real estate. District agrees to accept conveyance and transfer of the easements provided for in paragraph 2.3 above, as well as the upgraded, improved, replaced and extended wastewater collection system. Thereafter District shall service, maintain, repair and replace such collection system at its own expense in accordance with the standards and practices adopted by the District; provided,

Connection Fee History (3/4" water meter)		
2003	\$	450
2004	\$	600
2007	\$	750
2011	\$	1,250
2014	\$	1,375
2016	\$	1,600
2023	\$	2,300