

RESOLUTION NO. 20-1018

RESOLUTION OF THE BOARD OF DIRECTORS OF THE JOSHUA BASIN WATER DISTRICT AMENDING RESOLUTION 97-572, AS AMENDED, ELIMINATING THE H-ZONE REIMBURSEMENT FEE AND AMENDING THE REFUND AGREEMENT POLICY

WHEREAS, the Joshua Basin Water District has adopted Rules and Regulations relating to acquisition of new water meters; and

WHEREAS, such Rules and Regulations require reimbursement to either Joshua Basin Water District or to private property owner-developers for installation or replacement of water pipelines in specific areas of the District; and

WHEREAS, current pipeline materials last 50-100 years and technology exists to store documentation related to refund agreements in perpetuity, the Joshua Basin Water District wants to increase the refund agreement payback period from 15 years to the life of the pipeline; and

WHEREAS, because of changes to County building requirements, the H Zone Reimbursement policy has outlived its usefulness; and

WHEREAS, Rules and Regulations relating to those reimbursement policies need to be amended.

NOW THEREFORE, BE IT RESOLVED, that Articles 7.4 and 14.18.1 of the Joshua Basin Water District Rules and Regulations are amended as follows:

ARTICLE 7.4 Refund Agreement

After the completion of any water and/or wastewater system facility, which qualifies for a refund agreement, the District shall prepare a final and complete accounting of the refundable costs. A refund agreement prepared on a standard form provided by the District will be presented to the Applicant, which shows the complete and total terms of the refund and the refundable cost attributable to each adjacent benefited parcel. Benefited parcels in this case are defined as those that are situated alongside the water and/or wastewater mainline and did not previously have an adjacent mainline, and do not extend beyond the end of the mainline.

Subject to receipt of such amount and upon request of the refund agreement holder, the District will refund any refundable portion provided for in the refund agreement for each adjacent parcel that has water and/or wastewater services installed. Such refund will be paid within ninety (90) days of the receipt of payment from the adjacent parcel property owner for the new customer service facilities.

The refund agreement will have attached as Exhibit A the list of the benefited parcels, and a benefited parcel plat showing the relationship of the benefited parcels to the facility extension provided by the Applicant. Refunds shall continue until the term of the refund agreement shall end, or until the total refundable cost has been refunded to the Applicant, whichever is earlier.

Each refund agreement will expire when the pipeline that has been installed, which is the subject of the refund agreement, is replaced, or when the Applicant has been fully repaid for the cost that is refundable to him, whichever first occurs. All non-refunded charges collected thereafter shall belong to the District.

With District approval, refund agreements may be sold, conveyed, or assigned by the original signatory Applicant. The District will honor the agreement, which has been transferred, provided that such transfer is evidenced by a document recorded with the County Recorder.

ARTICLE 13.18.1 Front Footage Fee

Mainline installation in specific areas identified in Article 14.18.1 have been installed at JBWD's expense. Future development of parcels in those areas requires payment of a Front Footage Fee, per foot of frontage along the mainline, to reimburse the District. See Article 7.5.

ARTICLE 14.18.1 Front Footage Fee

Fees are as follows:

Copper Mountain College, December 2004: \$26.00 per foot

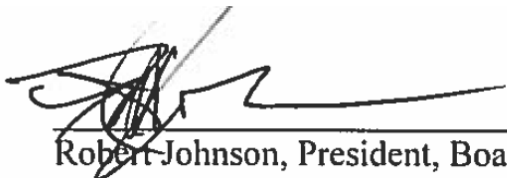
PASSED, APPROVED AND ADOPTED this 1st day of April, 2020 by the Joshua Basin Water District Board of Directors by the following vote:

Ayes: Floen, Hund, Johnson, Reynolds, Unger

Noes:

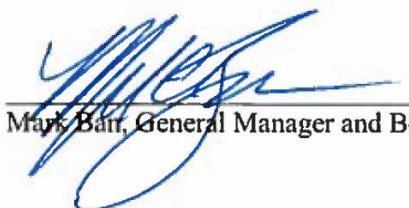
Abstain:

Absent:



Robert Johnson, President, Board of Directors

Respectfully Submitted,



Mark Barr, General Manager and Board Secretary