DONNIE HASTINGS, JR.
Mayor

RANDY C. EAGLIN
Clerk-Treasurer

KIMBERLY SCHMALTZ
City Attorney

FRED SCHMITS
City Judge

RICK GRUBBS
Code Enforcer

HISTORIC AURORA INDIANA

P.O. Box 158 Third & Main Streets
Aurora, Indiana 47001
(812) 926-1777
Fax (812) 926-4157
www.aurora.in.us

Members of Council:
CHARLES THAYER

JOHN E. BORGMAN

MIKE CRIDER

BOB BUFFINGTON

FRED LESTER

April 30, 2007

COPY

Indiana State Board of Accounts
302 West Washington Street
Room E418
Indianapolis, Indiana 46204-2765

Via Certified Mail with Return Receipt
#7005 3110 0004 1498 3357

Dear Ladies & Gentlemen:

Enclosed please find an Amended Interlocal Agreement dated February 19, 2007 by and between the City of Aurora and Dearborn County Regional Sewer District for sewer services to Cole Lane and Stewart Street in Dearborn County, Indiana and the ordinances approving the same as passed by the respective entities. The interlocal agreement has already received approval from IDEM and the State Attorney General's office. We are providing this to you as required under Indiana law.

Sincerely,

Randy Eaglin
Clerk-Treasurer

cc: Frank Kramer – Attorney for Dearborn County Regional Sewer District
Kimberly Schmaltz – Attorney for the City of Aurora

EWBANK & KRAMER

ATTORNEYS AT LAW
114 W. HIGH STREET
P.O. BOX 4200
LAWRENCEBURG, INDIANA
47025-4200

ekdlaw@earthlink.net

JAMES H. EWBANK (1865-1961)
GERALD H. EWBANK (1918-1979)
FRANK G. KRAMER
ROBERT J. EWBANK
PATRICIA J. COGHILL
DAVID M. KING

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(812) 537-2522

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(812) 537-2531

2007 MAR -1 P 2:00

March 1, 2007

Indiana Department of Environmental Management
Attn: Ms. Lynne Newlon, Regional Water Sewer District Coordinator
Room N-301, 100 North Senate Avenue
P.O. Box 6015
Indianapolis, IN 46206-6015

Re: Dearborn County Regional Sewer District
City of Aurora Interlocal Agreement

Dear Ms. Newlon:

I represent the Dearborn County Regional Sewer District, which has entered into an Interlocal Agreement with the City of Aurora to provide waste water treatment services to residents of Stewart Street and Cole Lane in Dearborn County, Indiana.

Enclosed is an Amended Interlocal Agreement entered into February 19, 2007, and submitted to IDEM with accordance with I.C. 13-26-5-7(b)(2) and Indiana Attorney General pursuant to I.C. 36-1-7-4(b). On February 7, 2007, I spoke with Ms. Beth Admire at your office. Ms. Admire discussed this matter with Ms. Sierra Cuts, Deputy Attorney General, and they are planning to issue a joint approval letter if the Interlocal Agreement is satisfactory.

The Dearborn County Regional Sewer District has this project under construction and schedule for completion April 1, 2007. As soon as the Agreement is approved, the City of Aurora will be able to contact the respective customers to provide sewer services. Accordingly, we would appreciate your early consideration of this matter.

Very truly yours,

EWBANK & KRAMER

Frank G. Kramer

FGK:nsh
Enclosure
pc: Mrs. Kimberly Schmaltz
Regional Sewer District Board Members

Sierra

CITY OF AURORA, INDIANA
ORDINANCE 2007-01

AN AMENDED ORDINANCE APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE DEARBORN COUNTY REGIONAL SEWER DISTRICT FOR SANITARY SEWAGE SERVICES TO COLE LANE AND STEWART STREET IN THE CITY OF AURORA

WHEREAS, the City Aurora, Indiana ("City") and the Dearborn County Regional Sewer District ("District") have identified a continuing need for cooperation and assistance to meet sewage treatment needs near the City but located in Dearborn County; in an area designated to be served by the District; and

WHEREAS, the District desires to contract with the City for certain sewage services specifically through an Interlocal Agreement for Stewart Street and Cole Lane; and

WHEREAS, the City and District have authority to enter into the Agreement attached hereto pursuant to Indiana Code § 36-1-7 *et. seq.*;

WHEREAS, the certain funds have been allocated to accomplish furnishing sewage services to unserved or underserved areas in the county;

NOW THEREFORE, the City does hereby adopt and approve the form and content of the Interlocal Agreement attached hereto as "Exhibit A" and incorporated by reference, by this Ordinance in accordance with the requirements of IC 36-1-7-2(a) and the Mayor is hereby authorized to execute the agreement on behalf of the City.

Passed and adopted by the Common Council of the City of Aurora, Indiana on the 19th day of February, 2007.

AYES: Charles C. Mayer, Michael C. Cruder, Robert M. Buff

NAYES: _____

ABSENT: _____

Presented by the Clerk-Treasurer to the Mayor of the City of Aurora, Indiana this 19th day of February, 2007.

Randy Eaglin, Clerk-Treasurer

Approved by the Mayor of the City of Aurora on this 19th day of February, 2007.

Donnie Hastings, Jr., Mayor

ATTEST:

Randy Eaglin, Clerk- Treasurer

RESOLUTION NO. 1 - 2007

Stewart Street and Cole Lane

WHEREAS, the Dearborn County Regional Sewer District ("District") has determined a need to construct sewer infrastructure for Stewart Street and Cole Lane situated within the District; and

WHEREAS, the City of Aurora ("Aurora") is located in close proximity to said facilities and is willing to enter into an Interlocal Agreement to provide service to Stewart Street and Cole Lane, all as more particularly set forth in Interlocal Agreement attached hereto and marked as "Exhibit A".

NOW, THEREFORE, be it resolved that the District hereby approves the Interlocal Agreement with the City of Aurora attached hereto and marked as "Exhibit A".

BE IT FURTHER RESOLVED that Michael Hankins, as Chairman, and Brett Fehrman, as Secretary, are hereby authorized to execute said Agreement on behalf of the District, and to execute any and all documents necessary to effectuate the terms of said Agreement.

Dated this 15th day of February, 2007.

R. Brett Fehrman Secretary

Brett Fehrman, Secretary

Approved:

Michael Hankins, Chairman

AMENDED INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into on this 19th day of February, 2007, by and between the City of Aurora, ("City) and Dearborn County Regional Sewer District ("District").

WITNESSETH:

WHEREAS, the City and District have identified a continuing need for cooperation and assistance to meet sewage treatment needs near the City but located in Dearborn County; in an area designated to be served by the District; and

WHEREAS, the District desires to contract with the City for certain sewage services specifically through this Agreement for Stewart Street and Cole Lane; and

WHEREAS, the City and District have authority to enter into this Agreement pursuant to Indiana Code § 36-1-7 *et. seq.*;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the City and the District agree as follows:

1. Definitions

"City" means the City of Aurora, Indiana.

"District" means Dearborn County Regional Sewer District.

2. Scope of Sewage Services

The City and District agree to jointly work together to facilitate sanitary sewage services for 13 customers on Stewart Street and 30 customers along Cole Lane starting from the intersection of Cole Lane and US 50 and running south beyond the entrance to the trailer park. This count includes 3 existing homes located Cole Lane south of the trailer park entrance. The parties agree that there is no joint real or personal property under the terms

of this agreement and no provisions of this agreement are intended to establish joint real or personal property between the parties.

3. Duties of the City

A. Provide information to potential system customers concerning sewage hook-up fees, connection charges, and utility rates and deposits for each connection;

B. Process sewage hook-up applications at the Aurora Utility Office or as otherwise arranged, and accept as wastewater customers all qualified applicants for Cole Lane and Stewart Street, who comply with City utility customer requirements such as the payment of deposits and delinquent account balances owing the City;

C. Assess and collect the entire amount of the sewage hook-up fee, from all system customers before hook-up to the sewage system.

D. Bill customers, who connect to the system, in accordance with City policies and procedures;

E. Collect and otherwise process monthly billings and handle customer inquiries regarding the District debt service sewer surcharge from each customer connected to the sewage lines in the amount of $12.35 per month and send a net payment of $11.50 per customer to the District. The remainder ($0.85 per customer) shall be retained by the City for fees and costs in collecting the sewage surcharge on behalf of the District. The collection of the debt service sewage surcharge will begin the first month following connection of customers to the sewage lines, and shall continue until the construction cost incurred by the District for said sewer line is paid in full. Fees collected by the City for the debt sewage surcharge will be forwarded to the District on a monthly basis.

F. City agrees to make a one time offer to residents for a special connection fee. This special connection fee will be guaranteed by the City for the first sixty (60) days following acceptance of the sewage lines by the City as follows:

Pump, pit and control panel:	$2650.00
Electrical wire (house to pump):	$3.50 per foot
Pump install:	$850.00
Service line:	$5.00 per foot
Septic tank abandonment:	$25.00 per 100 gallons

Customers will need to pay $2650.00 down with final costs paid upon completion. Customers will be given a 1 year warranty after which time the customer shall pay an independent contractor for all maintenance and repair costs.

Thereafter the connection fees will be in accordance with the City's current fee schedules, including the tap-in fee and the capacity fee.

G. The City agrees to waive the tap-in fee of $500.00 and the capacity fee of $2,080.00 during said sixty (60) day period that would otherwise be due from each customer. Thereafter, the connection fees will be in accordance with the City's current fee schedules, including the tap-in fee and the capacity fee.

H. Maintain the sewage lines constructed by the District under this Agreement.

I. This agreement specifically does not include any right of the District or duty of the City for any other sewage line main extensions.

J. All customers who connect to the sewage lines will be customers of the City and obligated to pay the sewer surcharge until the debt service for the sewage line is paid in full.

4. Duties of the District

A. Complete the infrastructure for the sewage lines for Stewart Street and Cole Lane including installation of all taps and valves to each property within the road right of way. This includes monitoring installation, obtaining all necessary permits, completing all repairs and maintenance on the sewage lines until the City accepts by a writing signed by all parties, transfer of ownership interest in the sewage lines to the City within thirty (30) days after construction is completed.

B. Grant to the City the exclusive right to process sewer connection fees for Cole Lane and Stewart Street and to accept as wastewater customers all qualified applicants from Cole Lane and Stewart Street. As the residents hook up to the sewage lines, District shall release the customers from the District and they shall become Aurora Utility customers, and the customer shall be billed for services under the City's current rate schedule for outside city limit customers, and further obligated to pay the sewer surcharge until the debt for the sewage line is paid in full.

C. Obtain all necessary easements for installation of mains, taps and valves to the edge of the road right-of-way for the sewage lines and assign the easements to the City when the sewage lines are installed and the City has accepted in writing, signed by all parties, transfer of ownership interest in the sewage lines to the City.

D. Assign to the City collection and enforcement rights for a monthly surcharge for debt service on the sewage lines until the sewage line debt service has been extinguished. This assignment does not obligate the City to pay for the sewage lines or to make up a deficiency in the monthly payments anticipated by the District, for these sewage customers who fail to pay their utility bills or fail to connect to the sewage lines.

E. Complete all of the enforcement actions necessary to force customers to connect to the sewage lines in accordance with local, county, state and federal laws.

F. Ensure that the sewage lines have at least a one (1) year warranty from the contractor responsible for installation and repair of the same during the warranty period.

G. Assign the warranty to the City at the same time as it transfers ownership interest in the sewage lines to the City.

H. Provide on-site monitoring of installation of the sewer lines and provide a copy of all inspection reports to the City.

I. Provide copies of all plans and specifications to the City for installation of the sewage lines.

7. Authorizations for Disconnection or Refusal to Connect

As a condition of accepting the responsibility of processing applications, billing wastewater customers for sewage line debt service surcharges, and accepting customers on the sewage lines, the City shall be authorized to:

A. Disconnect or refuse to reconnect wastewater utility service for any of the following reasons:

(i) failure to meet the applicable provision of City or District ordinances;

(ii) violation of the regulations pertaining to utility service;

(iii) nonpayment of wastewater utility bills;

(iv) tampering with any meter, seal, or other equipment controlling or regulating the supply of wastewater utility service;

(v) willful or negligent waste of wastewater service due to improper or imperfect pipes, fixtures, appliances or otherwise on the customer's side of the system;

(vi) theft or diversion and/or use of wastewater utility service without payment;

(vii) vacancy of service premises

B. Decline or cease to furnish utility service to any person or customer who may be in debt to the City for any reason except for property taxes and special assessments;

C. File a utility lien on the service property;

D. Pursue any other collection remedies in accordance with applicable law.

8. Effective Date and Duration of Agreement

A. The effective date of this agreement will be the later of the completion of the following tasks regarding this agreement by each of the parties:

1) adoption by ordinance or resolution of each party (I.C. 36-1-7-2(a);

2) approval by Indiana Department of Environmental Management (I.C. 13-26-5-7(b)(2);

3) approval by Indiana Attorney General (I.C. 36-1-7-4(b))

4) recording in the records of the recorder of Dearborn County (IC 36-1-7-10(1));

5) transfer of ownership interest in the sewer lines to the City

B. The District will file the recordings required in paragraph 4.

C. Within sixty (60) days after it takes effect, the agreement shall be filed with the Indiana State Board of Accounts for audit purposes. (IC 36-1-7-6). The City Clerk-Treasurer will file the agreement with the Indiana State Board of Accounts.

9. Insurance, Waivers and Indemnification

Each party is required to maintain adequate liability insurance and shall indemnify and hold the other harmless from any claim for personal injury or property damage including attorney fees resulting from the negligence of the other and its employees or agents under this agreement.

By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Indiana Tort Claims Act and any amendments thereto.

10. Joint Board & Dispute Resolution

Pursuant to IC 36-1-7-3(5)(B), the parties to this agreement establish a joint board consisting of the following:

a. City representative: Mayor
b. District representative: President of the Board

The joint board shall meet as necessary to accomplish the terms and conditions of this Agreement.

The City and the District agree that all disputes or disagreements arising under this agreement which are not resolved at the staff level by the parties shall be handled as follows:

The joint board shall meet and agree to the appointment of a mediator who shall proceed to mediate the dispute. Such action shall be required before the commencement of any litigation.

11. Financing

Each party is responsible for its own financing, staffing and budgeting to accomplish the purposes of this agreement, unless otherwise stated herein.

12. Miscellaneous

A. This agreement shall not be amended except by written instrument executed by the parties.

B. This agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in this agreement.

C. If any provisions of this agreement are deemed by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

D. Headings in this agreement are for informational purposes only and are not intended to provide additional rights or obligations of the parties.

E. The agreement shall be interpreted in accordance with the laws of the State of Indiana.

Date of Execution shall be when the last party to the agreement has signed the agreement upon proper action by the respective governing boards.

City of Aurora, Indiana
By:

Donnie Hastings, Jr.
Mayor

Attest:
Randy Eaglin, Clerk-Treasurer

Dearborn County Regional Sewer District
By:

Michael Hankins,
President

Attest: R. Brett Fehrman Secretary
Brett Fehrman, Secretary

STATE OF INDIANA, COUNTY OF DEARBORN, SS:

Before me, a Notary Public residing in Dearborn County, Indiana, personally appeared the within named Donnie Hastings, Jr. and Randy Eaglin, as Mayor and Clerk-Treasurer, respectively, of City of Aurora, Indiana, who acknowledged the execution of the foregoing document as and for their voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and signature this 19th day of February, 2007.

Notary Public

My Commission Expires:
July 9, 2008

Kimberly A. Schmaltz
Printed

STATE OF INDIANA, COUNTY OF DEARBORN, SS:

Before me, a Notary Public residing in Dearborn County, Indiana, personally appeared the within named Michael Hankins and Brett Fehrman, as President and Secretary, respectively, of Dearborn County Regional Sewer District, who acknowledged the execution of the foregoing document as and for their voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and signature this 15th day of February, 2007.

Frank G. Kramer - Notary Public

My Commission Expires:

November 29, 2008

JOINTLY DRAFTED BY:

KIMBERLY A. SCHMALTZ
12211 Rullman Drive
Dillsboro, IN 47018
Phone: (812) 432-9150

FRANK G. KRAMER
EWBANK & KRAMER
114 West High Street
Lawrenceburg, IN 47025-4200
Phone: (812) 537-2522

I AFFIRM UNDER PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

FRANK G. KRAMER