

AMENDMENT TO AGREEMENT

THIS AMENDMENT to the AGREEMENT ALLOWING BALLARD TO CONNECT TO ROOSEVELT CITY'S SEWER SYSTEM dated March 25, 1986 is entered into effective the 1st day of September 2016 by and between the City of Ballard a municipal corporation and the Ballard Water Improvement District, a special improvement district (hereinafter jointly called "Ballard"), and the City of Roosevelt, a municipal corporation, hereinafter called ("Roosevelt").

WITNESSETH:

WHEREAS, Ballard and Roosevelt entered into an Agreement Allowing Ballard to Connect to Roosevelt City's Sewer System dated March 25, 1986 (hereinafter referred to as the 1986 Agreement), and

WHEREAS, several years have passed and certain disagreements have arisen between the parties regarding the 1986 Agreement, and

WHEREAS, the parties desire to amend the 1986 Agreement and to resolve issues and to update the provisions of the 1986 Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and the monies and services referred to herein, the parties hereby agree to amend the 1986 Agreement as follows:

1. Resolution of Prior Issues: The parties agree that all issues and claims between the parties arising prior to the effective date of this agreement have been resolved and settled. These resolved issues include, but are not limited to, the allocation and use of the \$430,000.00 that Ballard paid to Roosevelt City (see paragraph 1 of the 1986 Agreement) and any amounts claimed owing from Ballard by Roosevelt prior to the effective date of this amendment.

2. Payment for Treatment of Ballard Sewer. The parties hereby amend the 1986 Agreement (primarily paragraphs 9 and 10) to provide that beginning with the effective date of this amendment that Roosevelt will treat sewer from Ballard residents and businesses at the sewer treatment facility located in Ballard. Ballard will pay and Roosevelt will accept as payment for treatment of sewer from Ballard residents and businesses as follows:

a. 1500 East line (Independence Road): Ballard will pay to Roosevelt 90% of the monthly rate charged by Roosevelt to its citizens and businesses for connections on the 1500 East line owned by Roosevelt.

b. All Other lines: Ballard will pay to Roosevelt 60% of the monthly rate charged by Roosevelt to its citizens and businesses for sewer delivered to the treatment facility thru collection lines owned by Ballard.

c. Connection Count: Ballard will provide to Roosevelt, by the 15th of the following month, a count of the number of connections Ballard has on the 1500 East Road (Independence Road) and the number of connections Ballard has on its other lines for the prior month together with payment for the treatment of sewer for that prior month at the rates provided for herein.

d. Rate Increases: In the event Roosevelt increases the rate it charges to its citizens and businesses Ballard will pay the above percentage on the new rate. Roosevelt agrees to give Ballard not less than 90 days written notice before any rate increase.

e. Attached List: Attached hereto is a list of the present rates charged by Roosevelt for sewer service to its citizens and businesses.

f. Metering Device: There will not be a need to install metering devices since the rate Ballard pays for treatment is not based on the amount of sewage treated.

3. Maintenance, Operation and Expansion of the Treatment System: Ballard will have no liability or responsibility for any costs of operating, maintaining and future expansion of the sewer treatment system and facilities. All Ballard's responsibility for those costs will be included in the rates charged as set forth in paragraph 2.

4. New Connections to the Independence Road line: Ballard will pay to Roosevelt, for any new connections by Ballard to the Roosevelt City line on 1500 East (Independence Road), 66.67% of the rate Roosevelt City charges to its residents for new connections, which presently is the sum of \$2,000.00, as an impact fee and a \$25.00 inspection fee.

5. No Limitations. There will be no limitations on the use by Ballard of the system and adding future connections.

6. Audit. Roosevelt shall have the right, upon 10 days notice and at its expense, to audit the number of new connections to the Ballard system.

7. Five Year Reviews. The parties agree to meet every five years and in good faith review the amounts and rates paid under

this agreement. If the parties agree on any changes in the rates and/or amounts to be paid then the agreement will be modified to reflect that agreed changes. If the parties can not agree on any changes then the rates and amounts set forth herein will remain in effect.

8. 1986 Agreement: Except as amended herein the 1986 Agreement will remain in full force and effect and remain binding on the parties.

7. General. This amendment and the 1986 Agreement are binding upon and inures to the benefit of each of the parties hereto, their successors, and assigns, and their respective heirs and personal representatives.

IN WITNESS WHEREOF, the parties have executed this agreement effective the day and year first written above.

CITY OF BALLARD

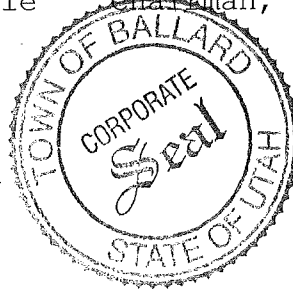
BALLARD WATER & SEWER IMPROVEMENT DISTRICT

By: Robert L. Abercrombie
Mayor Robert Abercrombie

Mark Reidhead
Chairman, Mark Reidhead

ATTEST:

Kaelin Meyers
Ballard City Recorder



ROOSEVELT CITY

By: Vaun D. Ryan
Mayor

ATTEST:

Carolyn Wilkins
Roosevelt City Recorder