

FEE AGREEMENT

PW103101-18

This Agreement is made this ____ day of _____, 2001, by and between the City of Rapid City, a municipal corporation, hereinafter referred to as the "City", and Rapid Valley Sanitary District and Water Service Company, hereinafter referred to as the "District".

WHEREAS, the City and District currently have contracted for the City to provide the District with certain water and sewer services; and

WHEREAS, pursuant to a prior agreement the City has allowed the District to use the sewage treatment and disposal facilities of the City; and

WHEREAS, pursuant to a prior agreement the City provides the District with water to provide its customers; and

WHEREAS, the parties recognize and agree that both parties have jurisdiction to inspect sewer and water improvements for new subdivisions connecting to the District's sewer and water systems and to charge appropriate fees for such inspections;

NOW, THEREFORE, it is agreed as follows:

1. The City and District agree that inspection fees collected by the City pursuant to Rapid City Municipal Code §16.20.080B for inspection and monitoring the sewer and water system improvements within the Rapid Valley Sanitary District will be paid to the parties according to the following ratios: forty percent (40%) to the City and sixty percent (60%) to the District.

2. Beginning in the year 2001, the City will reimburse the District on or before March 1, 2002, for the District's sixty percent (60%) share of the 2001 inspection fees collected by the City; thereafter, the City will annually reimburse the District on or before March 1st of each year for those inspection fees collected in the previous calendar year.

3. At the time the fee inspections are annually remitted to the District, the City will provide the District with an accounting of how the District's share of the fees were calculated, including, identification of lots or subdivisions platted, total gross fees collected, and the District's resulting percentage based on gross fees collected.

4. The City will coordinate with the District before the City begins performing inspections of any sewer or water improvements in new subdivisions within the District, and the District will cooperate with the City when the City is conducting such inspections to insure that the City is provided with reasonable access to the improvements during reasonable hours of the day.

5. This Agreement will remain in force until ninety (90) days after either party gives written notice to the other party of its intention to terminate this Agreement.

Dated this ____ day of _____, 2001.

CITY OF RAPID CITY

By: _____
Jerry Munson, Mayor

ATTEST:

Finance Officer

(SEAL)

RAPID VALLEY SANITARY DISTRICT
AND WATER SERVICE COMPANY

By: _____
Jim Jester, Manager

ATTEST:
