

1 **AMENDMENT #1**

2 **TO SEWER OPERATING AGREEMENT**

3
4 This amendment is made and entered this ____ day of _____, 2020
5 by and between the following entities:

| | | |
|---|---------------------|-----------------------------|
| 6 | | |
| 7 | City of Gold Hill | Rogue Valley Sewer Services |
| 8 | PO Box 308 | 138 West Vilas Road |
| 9 | Gold Hill, OR 97525 | Central Point, OR 97502 |

10
11 City of Gold Hill is hereinafter referred to as “Gold Hill”
12 Rogue Valley Sewer Services is hereinafter referred to as “RVSS”

13
14 **RECITALS**

- 15 1. Gold Hill and RVSS entered into an agreement on July 1, 2017. That agreement
16 provided, in part, that:
- 17 a. RVSS would operate and maintain the sewer collection system and
18 wastewater treatment plant for the Gold Hill.
 - 19 b. Gold Hill would pay RVSS an annual fee of \$360,000, paid in monthly
20 installments.¹
 - 21 c. RVSS would be responsible for making minor capital improvements, defined
22 in the agreement as those improvements with a cost of \$5,000 or less.²

¹ Agreement Section 2.a.i

1 d. Gold Hill would be responsible for major capital improvements identified in
2 its Facilities Plan. Major capital improvements are defined as any capital
3 improvement that is not a minor capital improvement.³

4 e. Gold Hill would maintain a Capital Reserve Fund of \$100,000 to be used for
5 unanticipated capital improvements or emergency response efforts.⁴

6 2. RVSS has identified capital needs within the collection system that were not
7 identified in the Facilities Plan.

8 3. Operations costs have been less than anticipated and RVSS has accumulated a
9 budget surplus.

10 NOW, THEREFORE, in consideration of the mutual promises and covenants
11 herein contained, it is mutually agreed to amend the July 1, 2017 Agreement by adding
12 the following section::

13 **“2.b.iii RVSS may use funds received from Gold Hill to construct major**
14 **capital improvements needed for the effective operation of the sewer collection**
15 **system. RVSS will be solely responsible for determining the availability of funds**
16 **and the need for such improvements. Gold Hill will continue to maintain a Capital**
17 **Reserve Fund as identified in Section 4.1 of the July 1, 2017 Agreement.”**

18
19

² Agreement Section 2.b.i.

³ Agreement Section 2.b.ii.

⁴ Agreement Section 4.1.

1 CITY OF GOLD HILL

2 Attest

3 By: _____ By: _____

4 _____

5 Its _____ Its _____

6 STATE OF OREGON)

7) ss

8 County of Jackson)

9

10 On this _____ day of _____, 2020, before me personally appeared

11 _____,

12 and _____,

13 of the City of Gold Hill, and acknowledged the foregoing instrument to be the voluntary

14 act and deed of the City of Gold Hill, Oregon

15

16 _____

17 Notary Public for Oregon

18 My Commission Expires: _____

19

20

1 ROGUE VALLEY SEWER SERVICES

2 Countersigned

3 By: _____ By: _____

4 Kay Harrison, Chair

Carl Tappert, Manager

5 Board of Directors

6

7 On this ____ day of _____, 2020, before me personally appeared

8 Kay Harrison, Chairman of the Board, and Carl Tappert, Manager of the Rogue Valley

9 Sewer Services and acknowledged the foregoing instrument to be the voluntary act and

10 deed of the Rogue Valley Sewer Services.

11

Notary Public for Oregon

12

My Commission Expires: _____

13

