

AGREEMENT FOR CONSTRUCTION OF SANITARY SEWER BETWEEN THE
CITY OF RAPID CITY AND J.F. ENGLAND'S SONS, INC.

This Agreement is made the ___ day of _____, 2004, between the City of Rapid City herein after referred to as "City" and J.F. England's Sons, Inc. herein after referred to as "England." This Agreement is made subject to the following terms and conditions:

WHEREAS, England owns real property located in Pennington County, legally described as:

Lots A, AB, and C of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) and Part of the 60' Right of Way adjacent to the North, Less Lot H1 and Lot H2, Section Twenty (20), Township One North (T1N), Range Eight East (R8E) of the Black Hills Meridian, Pennington County, South Dakota; and

WHEREAS, the City is participating with the State of South Dakota in the reconstruction of South Dakota Highway 79 and the South East Connector Project, including work on the sanitary sewer system.

NOW THEREFORE:

1. The City agrees to construct the sanitary sewer, including the sewer service line to the England's property line as shown on Exhibit A, which has been attached hereto and incorporated herein by this reference. England agrees to allow the City access to its property as necessary to complete the work contemplated in Exhibit A.
2. In exchange for the construction of the sanitary sewer and service line England further agrees to compensate the City for its share of the cost of construction. The cost of construction shall be calculated based on the unit prices bid, by the successful bidder, for the quantities specified on Exhibit B not to exceed \$17,500. This amount is based on the estimate contained in Exhibit B which has been attached hereto and incorporated herein by this reference.
3. England agrees to pay \$1,000 of the cost initially and the balance within sixty (60) days of when the line is available for use.
4. It is further agreed by the City and England that this Agreement will complete England's obligation to construct any further sanitary sewer main to the south on this property's current frontage along South Dakota State Highway 79.

5. This agreement is contingent upon England's property being annexed by the City and payment of the agreed upon costs. In order to facilitate this process England agrees to sign a voluntary annexation petition.

6. This contract contains the entire agreement between the parties and will be construed under the laws of the State of South Dakota and the venue of any cause of action arising out of the Agreement will be Pennington County.

J.F. ENGLAND'S SONS, INC.

CITY OF RAPID CITY

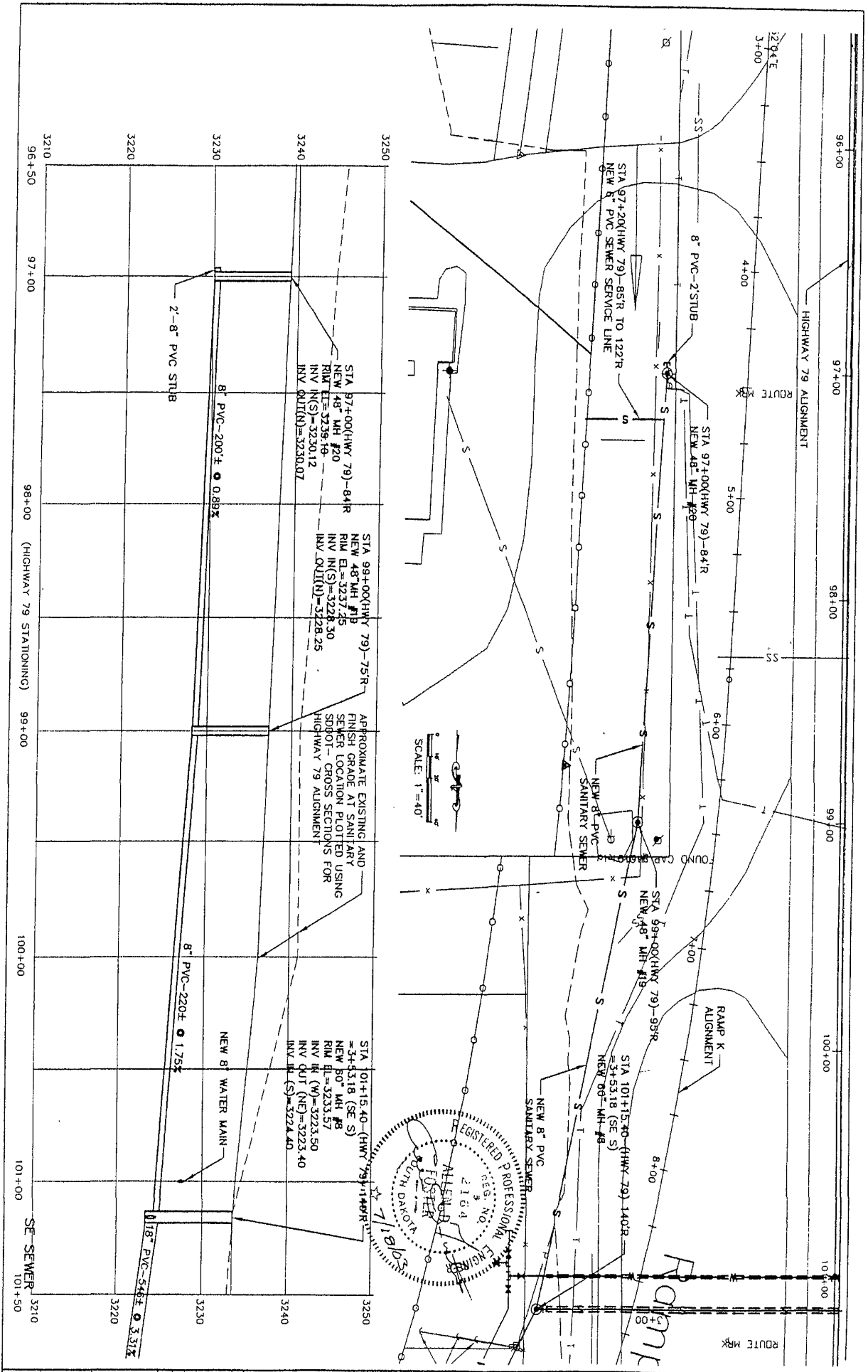
J. R. England, Chairman

Jim Shaw, Mayor

ATTEST:

Finance Officer

Exhibit A



<p>Sanitary Sewer and Water Main SE Connector Road - Highway 79 Rapid City, South Dakota SSW02-1137</p>		<p>Drawn by: [Blank] Checked by: [Blank] Date: [Blank]</p>	<p>Scale: 1" = 40'</p>
<p>Sheet Number 21</p>	<p>Sheet Name PLAN AND PROFILE</p>	<p>Revision/Date</p>	<p>Total Sheets 54</p>

F M G, Inc
 3700 Sturgis Road
 Rapid City, SD 57702-0317
 (605) 342-4105 FAX (605) 342



CITY OF RAPID CITY
 Engineering Division
 300 Sixth Street
 Rapid City, SD 57701
 (605) 394-5377 ext. 253

facsimile transmittal

To: Jim England Fax: 342-0119

From: Sig Zvejnieks *SZ* Date: 8/15/2003

Re: SE Connector – extend/tie-in sewer Pages: 2

CC:

Urgent For Review Please Comment Please Reply Please Recycle

Notes: Attached is a reduced copy of the plan sheet that includes the sanitary sewer extension to service your property. Below is an estimate for the extension to service your property based on FMG's unit bid price estimate for the SE Connector – South Phase Utility Relocation Project:

8" PVC Sewer Pipe (F&I)	420 feet @\$23.00/ft	\$9,660
Type 1 Bedding Material	85 tons @\$15.00/ton	\$1,275
48" Manhole	2 each @ \$2,200/ea	\$4,400
Extra VFt – Manhole	6 feet @ \$220/vft	\$1,320
6" Sewer Service line	37 feet @ \$19/ft	<u>\$ 703</u>
TOTAL		\$17,358

The above number is slightly higher than I told you over the phone – I hadn't included the manhole height above the std 6-ft manhole pay item. Costs include stubbing service line to ROW, but do not include connection to building and abandonment of septic tank.

I would suggest we meet with Randy Nelson and/or Ted Vore to discuss how agreement needs to be drafted. I would assume the agreement would include cost to be based on actual bid prices (with possible "not to exceed" amount), when payment is due to City, requirement to be annexed to receive sewer service, and a commitment from the City that your parcel has fulfilled its obligation in regards to any future sanitary sewer extension to the south.

Please call if you have any questions and to schedule a meeting to discuss agreement. Thanks.

Exhibit B