

**STATE OF SOUTH DAKOTA**  
**AND**  
**CITY OF RAPID CITY**  
**MAINTENANCE AND FINANCIAL AGREEMENT**  
**FOR**  
**IM-P 90-2(134)59-PCN 00DZ**

**IT IS HEREBY AGREED** between the State of South Dakota acting through the Department of Transportation, hereinafter referred to as the STATE, and the City of Rapid City, South Dakota, hereinafter referred to as the CITY, as follows:

**WHEREAS**, the CITY desires the STATE to let a landscaping project on I90 and US16B as part of Project Number IM-P 90-2(134)59-PCN 00DZ,

**AND WHEREAS**, the STATE acting by and through its agents and employees shall let and construct Project Number IM-P 90-2(134)59-PCN 00DZ.

NOW THEREFORE, it is mutually agreed as follows:

1. The STATE will let, award and construct the above named project and be the contracting party for the same.
2. The CITY agrees to reimburse the STATE for 9.09% of the actual and final costs of the difference between the cost of the landscaping and the originally designed concrete section. The estimated cost of the CITY'S share of the landscaping project is \$16,824 (\$301,971-\$116,890 x 9.09%). It is understood by the CITY that the actual costs will be based upon bids and final quantities.
3. The CITY agrees to be responsible for providing future maintenance and costs for the landscaping project. Items such as, but not limited to, periodic mowing, pruning, and replacement of shrubs and trees; debris and litter removal; repair and replacement of irrigation heads, lines, and valves and snow removal from sidewalks.

The CITY and STATE, by signing this agreement, evidence authority to enter into this agreement through formal action of their governing body and for payment to be made thereunder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005

CITY OF RAPID CITY

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Auditor/Finance Officer

(S E A L)

STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Project Development Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant Attorney General