

CONSTRUCTION FEE RESOLUTION

WHEREAS, Rapid City Municipal Code Section 13.04.095 and SDCL Section 9-47-16 allows the Common Council to impose water construction fees for connection to the water utility in certain areas; and

WHEREAS, a water main has been extended in the Meadows Subdivision Phase V per plans filed with the City under City Development Files No. DEV04-684: Meadows Subdivision Phase V as shown on Exhibit A, attached hereto and incorporated hereto; and

WHEREAS, the City has requested the developer to install a 16" water main to provide additional capacity to accommodate future upstream growth, and the City has paid the developer \$19,377.98 for the requested oversizing; and

WHEREAS, water oversize costs associated with the Meadows Subdivision Phase V, City Development File No. DEV04-684 should be proportioned according to the benefit each property receives; and

WHEREAS, the water oversize costs for the 16" water main total \$19,377.98 will be proportioned to the properties identified in Exhibit A according to the benefits to accrue to such property before such property shall be served with such facilities; and

WHEREAS, these utility construction fees are based on the benefits that accrue to such property, and should be established on a per-acre system. "Benefiting areas" include those properties that will benefit from a water main increase in diameter to service the regional area, and do not necessarily directly abut newly constructed water main. Thus, these properties may need to extend additional water mains at their cost prior to connecting to this infrastructure; and

WHEREAS, the Common Council finds, after conducting a comprehensive investigation of the areas benefited by the construction of the water main associated with the Meadows Subdivision Phase V, City Development File No. DEV04-684, that such utility construction fees are appropriate and in the best interest of the City, community, and the water utility.

NOW, THEREFORE, be it resolved that utility construction fees are hereby imposed on the property that benefits from the oversize portion of the construction of the water main associated with Meadows Subdivision Phase V, City Development File No. DEV04-684; and

BE IT FURTHER RESOLVED that the property shown in Exhibit A shall be required to pay its proportional share of the oversize cost of construction of the water main associated with Meadows Subdivision Phase V, City Development File No. DEV04-684 prior to being served with City water; and

BE IT FURTHER RESOLVED that the property shown in Exhibit A as benefiting property shall pay \$286.02 per acre prior to connection to the City's water main; and

BE IT FURTHER RESOLVED that all water construction fees collected as established herein shall accrue to the water utility enterprise fund; and

BE IT FURTHER RESOLVED that such utility construction fees shall remain in effect until such time as the balance of the project costs totaling \$19,377.98 is collected, at which time this Resolution and the utility construction fee shall automatically expire.

Dated this ____ day of _____, 2007

CITY OF RAPID CITY

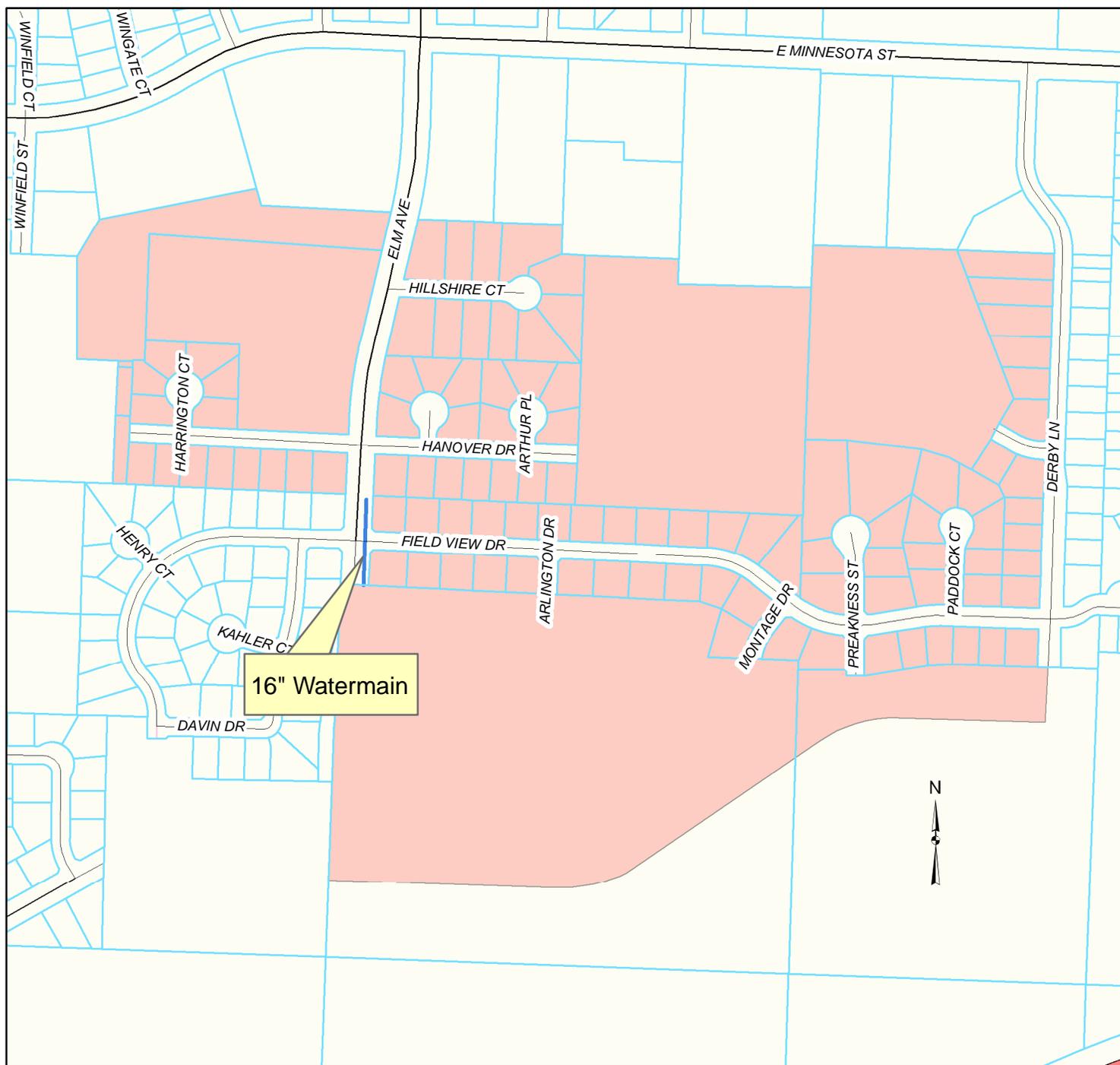
Jim Shaw, Mayor

ATTEST:

Finance Officer

(SEAL)

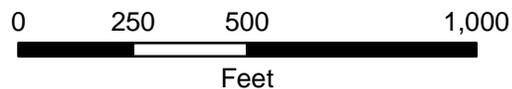
Exhibit A



MEADOWS SUBDIVISION PHASE V WATER CONSTRUCTION FEE BENEFITING AREA

Legend

- Parcel Boundaries
- 16" Water Main
- Benefiting Area



AGREEMENT BETWEEN THE CITY OF RAPID CITY
AND AZTECA SYSTEMS, INC.
UTILITY SYSTEM MASTER PLAN; PROJECT NO. PW05-1447

- 1) This Agreement is entered into this ____ day of _____, 20__, by and between the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701, a municipal corporation organized under the laws of the state of South Dakota, hereinafter referred to as the "City," and Azteca Systems, Inc., Sandy, UT , hereinafter referred to as the "contractor."
- 2) This Agreement together with attached Informal Quotations and Project Plan constitutes the entire agreement between the City and the Contractor and supersedes all prior written or oral understandings.
- 3) The Contractor agrees to indemnify, defend and hold the City harmless against all liability, loss, damage, costs, and expenses including, but not limited to, costs of defense and reasonable attorney's fees, which the City may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of the Contractor and resulting in injury (including death) to any person or damage to any property to the extent such are caused by or are alleged to be caused by the Contractor or its employees, any subcontractor or its employees, or any person, firm, partnership, or corporation employed or engaged by the Contractor.
- 4) The Contractor is an independent entity and not an employee, agent, or partner of the City.
- 5) The Contactor shall obtain and maintain at its expense the following minimum limits of occurrence-based insurance coverage for the duration of this Agreement.

<u>Type of Coverage</u>	<u>Minimum Limits of Coverage</u>
A. Workers' Compensation Employer's Liability	Statutory \$1,000,000
B. Comprehensive General Liability (including Contractual Liability and Completed Operations) Bodily Injury and Property Damage Combined Single Limit	\$1,000,000 each occurrence \$1,000,000 aggregate
C. Comprehensive Automobile Liability (when applicable) (Owned, Hired, and Non-owned Vehicles) Bodily Injury and Property Damage Combined Single Limit	\$1,000,000 each person \$1,000,000 each accident \$1,000,000 each occurrence

~~Such insurance policies shall name the City of Rapid City as an additional insured to with respect to all activities arising out of the performance of the work and/or services under this Agreement. Acceptable Certificates of Insurance and Endorsements confirming the above coverage shall be filed with the City before commencing any work and/or services.~~

~~Such Certificates shall afford the City thirty (30) days written notice of cancellation or of a material change in coverage. The City's failure to obtain from the Contractor a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements. This paragraph shall in no way limit the provisions of the indemnity section.~~

6) The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

7) The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any portion of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

Dated this _____ day of _____, 2007.

Azteca Systems, Inc.


 Brian L. Haslam, President

CITY OF RAPID CITY

 Public Works Director

 Mayor

ATTEST:

 Finance Officer

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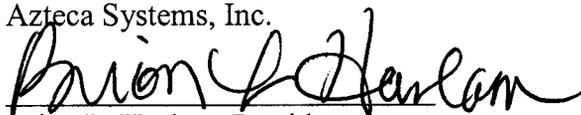
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Dated this _____ day of _____, 2007.

Azteca Systems, Inc.



Brian L. Haslam, President

CITY OF RAPID CITY

Public Works Director

Mayor

ATTEST:

Finance Officer



Remote Interactive Training (RIT) Price Quotation

Azteca Systems, Inc.
11075 South State Street,
Suite 24
Sandy, UT 84070
801-523-2751

For: Dan Coon	Quote No: 52907
Organization: Rapid City, SD	By: John Jarnagin
Email: Dan.Coon@rcgov.org	Phone: 605-394-4154
Address: 300 Sixth Street Rapid City, South Dakota 57701	Date: 5/29/07

<u>Number/Title of Training Course</u>	<u>Students</u>	<u>Unit Cost</u>	<u>Total</u>
2009 – Cityworks Designer Configuration I	1	\$300.00	\$300.00
Additional Student(s)	2	\$200.00	\$400.00
2010 – Cityworks Designer Configuration II	1	\$300.00	\$300.00
Additional Student(s)	2	\$200.00	\$400.00

TOTAL PRICE	\$1400.00
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- *Confirmation of payment is required before the course will be offered*
- *GoToMeeting (www.gotomeeting.com) is used to allow students to view the instructor's computer and work through the exercises during the training*
- *To get the most from the training it is highly recommended that each student have access to their own computer and training data*
- *Course content consists of a mix of PowerPoint, reference documentation and hands-on software exercises*
- *Hardware requirements at student's location consist of: speakerphone and computers with internet connection (multiple students at multiple locations are allowed as long as this is arranged previous to the training date), Cityworks and demo data loaded on each computer*
- *Training materials must be downloaded from the Azteca website and printed **prior** to the training*