



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

PUBLIC WORKS DEPARTMENT


300 Sixth Street

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MEMORANDUM

TO: Public Works Committee

FROM: Dirk Jablonski, Public Works Director 

DATE: May 5, 2005

RE: Authorization for Mayor and Finance Officer to sign a street light installation and maintenance agreement

Legal Description: Lots 1 thru 7, Block 1; Lots 1 thru 9, Block 2; Lots 1 thru 49, Block 3; Lots 1 thru 19, Block 4; Lots 1 thru 31, Block 5; Lots 1 thru 2, Block 6; Lots 1 thru 2, Block 7; Lot 1, Block 8; dedicated streets and drainage lot all located in Section 28 and Section 29, T1N, R7E, BHM, Rapid City, Pennington County, South Dakota

A Preliminary Plat was approved by the City Council on February 7, 2005 to subdivide the above legally described property. A stipulation of approval requires that the applicant enter into a street light installation and maintenance agreement with the City to allow an alternate street light(s) design. The document also requires the signature of the Mayor and the Finance Officer.

STREET LIGHT INSTALLATION AND MAINTENANCE AGREEMENT

I. PARTIES

The parties to this Agreement are DKEA, LLC hereinafter called "Developer" and the City of Rapid City, hereinafter called "City".

II. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which the Developer agrees to install and maintain decorative street lights in the Red Rock Meadows Subdivision in Rapid City, Pennington County, South Dakota; under which DKEA, LLC will maintain said decorative street lights and under which the City will pay the Developer.

III. INSTALLATION OF DECORATIVE STREET LIGHTS

The parties acknowledge that the City of Rapid City has certain standards for the installation of street lights on city streets located within its municipal boundary. The utility companies, however, only use wooden poles with lights affixed under an agreement with the various power companies, including, but not limited to Black Hills Power & Light and Black Hills Power Cooperative. The City advises the utility suppliers the location of the poles and the power suppliers install them and receive approximately \$10.00 a month for this service. This cost includes:

1. Pole installation, maintenance and replacement at the end of its useful life.
2. Wire installation and maintenance.
3. Maintenance of fixture (including cleaning and relamping every 4 to 5 years.
4. Cost of electricity.

The Developer is desirous of having substantially better looking street lights and is therefore willing to undertake the initial installation and the long term maintenance cost and will provide, install and maintain decorative street lights where the City directs street lights need to be placed at the Developer's sole cost and expense.

IV. PLANS AND SPECIFICATIONS

The Developer will provide plans and specifications to the City of Rapid City for the pole and street light fixture, which shall be approved and which lights and pole and fixtures must be in accordance with City requirements, including photoelectric cell requirements. After the installation of the street lights, the Developer shall maintain the following:

1. Poles and pole foundations

2. All wiring and electrical components from the lamp to the disconnect
3. Light fixtures (including cleaning every 4 to 5 years)
4. Lamps (including relamping every 4 to 5 years or within two working days of a reported outage).

The Developer will repairs and maintain the above items in the event of any damage. In the event of damage, the development will as soon as practically possible make certain the power feed to the pole is disconnected and any traffic/pedestrian hazard is removed. The pole will be replaced within thirty days if a replacement pole is in stock and with in sixty days if poles need to be ordered.

If a pole reaches the end of its useful life (as determined by the Rapid City Traffic Engineer), it will be replaced by the developer within sixty days of notification, or the City will have a standard utility pole installed in its place. In the event the Developer does not agree the pole(s) have reached the end of its useful life, the Developer may at its own expense hire a licensed engineer to evaluate the pole condition.

V. PAYMENT

The City currently pays a fixed monthly fee per fixture to the utility company which includes installation, maintenance and power. This fee is based on the wattage of a standard fixture. The City agrees to continue to pay the direct power cost to the utility company but pay the Developer for the installation, maintenance, and replacement. The amount to be paid to the Developer shall be the standard cost the City would have paid for utility owned/maintained standard poles and fixtures, installed per City criteria, less the total power cost. The proposed payment will result in the same net cost to the City. If the Developer installs additional fixtures beyond the number required using standard fixtures installed per City criteria, the standard cost shall be based upon the number of standard fixtures, not the number of decorative fixtures. If the Developer installs a higher wattage fixture than the standard fixture required on the plans, the standard cost shall be based upon the wattage of the standard fixtures, not the wattage of the decorative fixtures. The City agrees to pay for the total power cost provided the total power cost does not exceed the standard cost.

Commencing on the first day of the first month following the installation of each street light, the developer shall bill the City on a monthly basis. Upon receipt of the Developer's bill, the City shall pay to the Developer the standard cost less the total power cost, in accordance with Exhibit A. The City shall be responsible for paying all power charges to the appropriate utility. When utility rates change, the amount paid to the Developer shall change accordingly.

V. TERM

The Agreement shall continue as long as the Developer or its assigns is in existence, or until terminated by the Developer or its assigns, or by the City. The

agreement may be terminated by the City in the event of default by the Developer to any of the terms in this agreement. In the event of default The City must provide written notification of such default and the Developer will be given sixty day to cure said default. The Developer or its assigns agree that upon termination, the ownership and maintenance of the street lights revert t the City and the City will replace the decorative poles and fixtures with standard poles and fixtures at the desiccation of the City.

VI. Assignment

It is understood and agreed by and between the parties hereto, that the Developer, may assign the Agreement to the Red Rock Meadows Homeowners Association in the future, at which time the Homeowners Association shall then be responsible for the maintenance of said street lights.

Dated this 21 day of April, 2005.

DKEA, L.L.C.

By Kevin Buntrock
Kevin Buntrock

By Donald Ward
Donald Ward

CITY OF RAPID CITY

By _____
Its: _____

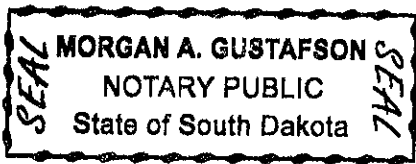
APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

J. P. C. 4-22-05
Attorney Date

State of South Dakota)
) ss
County of Pennington)

On this the 21 day of April, before me, the undersigned notary public, personally appeared Kevin Buntrock and Donald Ward who acknowledged themselves to be managing members of DKEA, L.L.C., and as such members subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Morgan Gustafson
Notary Public
My Commission Expires: Dec 31 2008

(SEAL)

State of South Dakota)
) ss
County of Pennington)

On this the ____ day of _____, before me, the undersigned notary public, personally appeared _____, who acknowledged himself to be the _____ for the City of Rapid City, and as such subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

(SEAL)