

AGREEMENT TO SHARE SANITARY SEWER MAIN CONSTRUCTION AND
ENGINEERING COSTS
City Project No.: SS07 - 1662

THIS AGREEMENT is made and entered into by and between the CITY OF RAPID CITY, a municipal corporation, hereinafter referred to as "City," and Joel and Rebecca Anderson, 23716 Burnt Fork Road, Hill City, South Dakota, 57745, dba J & R Rentals, hereinafter referred to as "Property Owner".

WHEREAS, the Property Owner is the record title holder of a residential property within the corporate limits of the City located at 810 West Boulevard North, legally described as Lot A of Block 14, North Rapid Addition, Rapid City, Pennington County, South Dakota; and

WHEREAS, the City operates a system of sanitary sewers to collect wastewater and sewage within the city for the convenience and health of the residents of the city; and

WHEREAS, the Property Owner's residential property has previously obtained sewer service and connection to the City's sanitary sewer system by a privately owned sewer service pipe which also provides service to two other parcels on this block, described as Lot B of Block 14, and Lots 17 & 18 of Block 14, and this sewer service pipe has failed causing sewage backups onto the property and unsanitary conditions; and

WHEREAS, Property Owner desires to construct an extension of the public sanitary sewer as public infrastructure to provide service to the property in accordance with current city ordinances and specifications; and

WHEREAS, Lots A, B, 17 & 18 of Block 14, of the North Rapid Addition would benefit from the sanitary sewer installation and be eligible for partial reimbursement of the cost of constructing the sewer main in accordance with the City's "Resolution Establishing Matching Funds For Replacing Privately-Owned Common Sewer and Water Service Lines With City Mains", dated November 7, 2005, in an amount estimated at Eleven Thousand Eight Hundred and Seventeen Dollars and Eighteen Cents (\$11,817.18); and

WHEREAS, Property Owner has informed the city of their desire to request implementation of a Connection Fee resolution following construction of the project to collect an equitable portion of the construction costs from other benefiting properties at such time as connection to and beneficial use of the sanitary sewer main extension is obtained; and

WHEREAS, the City has requested the Property Owner to complete sewer and surfacing maintenance items in conjunction with this project that will benefit the City, and the City will reimburse the Property Owner for the reasonable costs of constructing these maintenance items; and

WHEREAS, the Common Council finds the sharing of sanitary sewer main construction costs are appropriate and in the best interests of the City, community, and the sewer utility.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, it is agreed by the parties as follows:

1. The Property Owner hereby agrees to contract with a professional engineer to design and prepare plans for the sanitary sewer main project. Said plans shall be reviewed and approved by the City.
2. The Property Owner hereby agrees to prepare all contract documents and detailed specifications for the project.
3. The Property Owner hereby agrees to solicit proposals and select a Contractor to construct the project as well as manage the construction component of the project.
4. The Property Owner shall pay all costs associated with designing and constructing the sanitary sewer main to all parties providing such services or material.
5. The City shall remit to the Property Owner the City's share in accordance with the City's "Resolution Establishing Matching Funds For Replacing Privately-Owned Common Sewer and Water Service Lines With City Mains" in an amount estimated at Eleven Thousand Eight Hundred and Seventeen Dollars and Eighteen Cents (\$11,817.18) within 45 calendar days of the project being completed and accepted by the City and the City receiving verification of the associated costs.
6. At the request of the City, the Property Owner shall complete some sewer and surfacing maintenance items in conjunction with the project. Specifically, Property Owner shall replace the existing drop manhole in the current sewer main at the connection point in Adams Street, and repair or replace street and alley approach surfacing in the area of the replaced manhole in accordance with the City's Standard Specifications.
7. The Property Owner shall pay all costs associated with construction and engineering of the above-described replacement and relocation of the manhole and the installation of the fire hydrant.
8. The City shall reimburse the Property Owner one hundred percent (100%) of the reasonable construction costs for the above-described replacement of the drop manhole with associated surfacing work in an amount estimated at Twenty-Four Thousand Two Hundred and One Dollars and Thirty-Six Cents (\$24,201.36) within 45 calendar days of the project being completed and accepted by the City and the City receiving verification of the associated costs.
9. The City shall allow no service line connections to the new sanitary sewer main, except by the Property Owner, until such time as a Connection Fee resolution and agreement have been established and enacted by the City. This provision shall be void if the city has not received

necessary cost documentation and requested supporting information from the Property Owner within 90 days of the project being completed and accepted by the City.

10. In the event that any section(s), or provision(s) of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision(s) of this Agreement if it can be given effect without the invalid section(s) or provision(s).

11. The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. 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.

12. The parties agree that this writing constitutes the entire agreement between them and that there are no other oral or collateral agreements or understandings of any kind or character except those contained herein. No modification or amendment to this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

Dated this _____ day of _____, 2008

CITY OF RAPID CITY

Mayor

ATTEST:

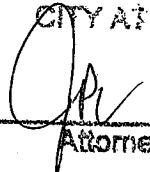
Finance Officer

PROPERTY OWNER

Joel Anderson

Rebecca Anderson

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE



Attorney

1-8-08
Date

State of South Dakota)

ss.

County of Pennington)

On this the ____ day of _____, 2008, before me, the undersigned officer, personally appeared Alan Hanks and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized to do so, executed the foregoing Agreement Consenting to Assessed Project for the purposes therein contained by signing the name of the city of Rapid City by themselves as Mayor and Finance Officer.

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

Notary Public, South Dakota
My Commission Expires:

(SEAL)

State of South Dakota)

ss.

County of Pennington)

On this the ____ day of _____, 2005, before me, the undersigned officer personally appeared Joel and Rebecca Anderson, husband and wife, known to me or satisfactorily proven to be the persons whose names are 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.

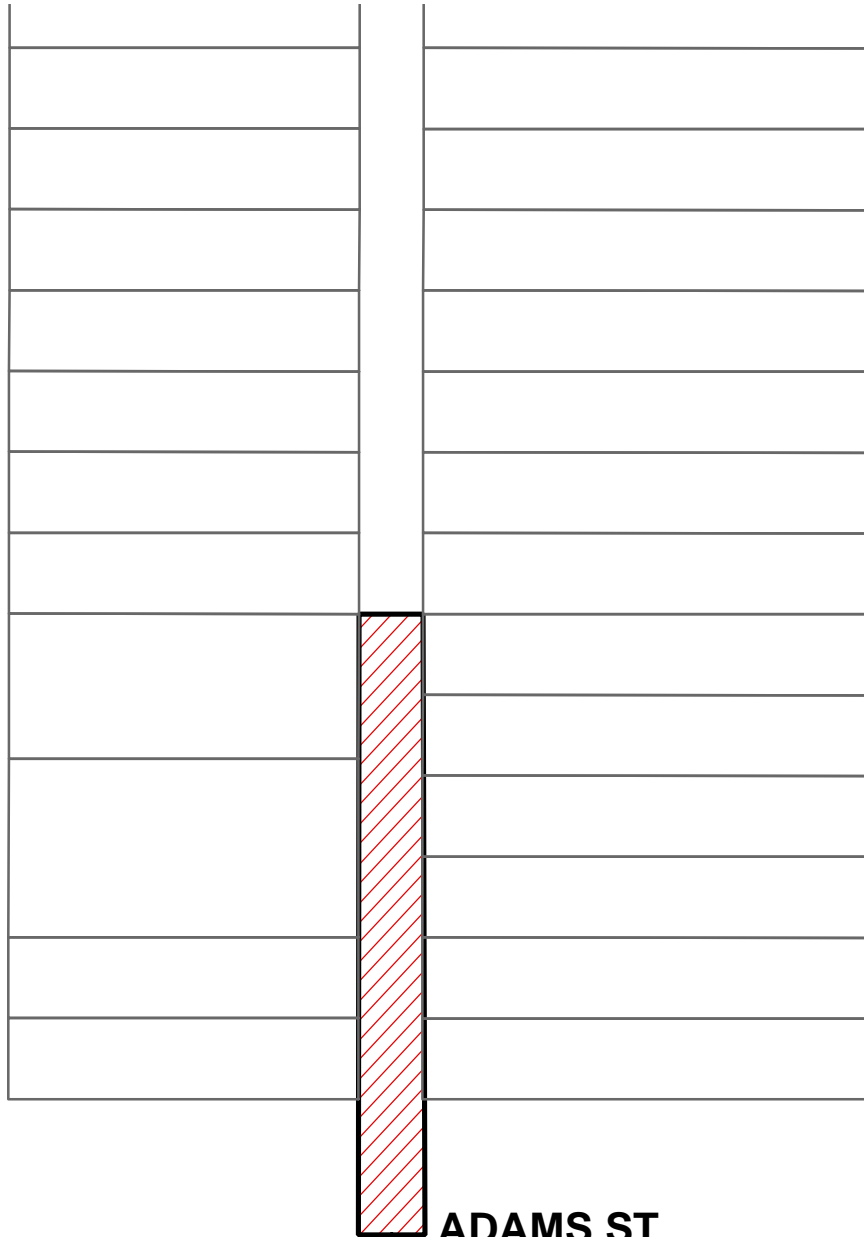
Notary Public, South Dakota

My Commission Expires:

(SEAL)

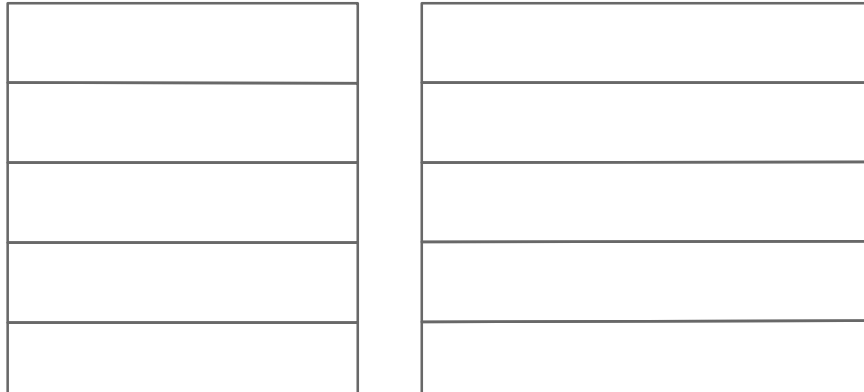
EXHIBIT "A"

WEST BLVD N



TAYLOR AVE

ADAMS ST



NEW PUBLIC SANITARY
SEWER MAIN