

**AGREEMENT BETWEEN CITY OF RAPID CITY AND LANDOWNER
AUTHORIZING LANDOWNER TO CONNECT TO CITY SEWER SYSTEM**

This Agreement is entered into this ____ day of _____, 201____, by and between _____, (the "Landowner"), of _____, Rapid City, South Dakota, 5770____, and the **CITY OF RAPID CITY** (the "City"), a South Dakota municipal corporation, 300 Sixth Street, Rapid City, South Dakota, 57701.

WHEREAS, the Landowner hereby acknowledges he is the owner of record of property which is legally described as:

(legal description)

WHEREAS, the Landowner's property is currently served by an on-site waste water system; and

WHEREAS, the City has undertaken the South Berry Pine Road Sanitary Sewer Extension – Source Water Protection and West Main Street Sanitary Sewer Reconstruction Project No. 11-1957 / CIP No. 50895, which will extend new sanitary sewer mains adjacent to Landowner's property on South Berry Pine Road; and

WHEREAS, the City has designated the above project as a "Source Water Protection Project" within city limits in accordance with Resolution 2010-168; and

WHEREAS, Landowner cannot connect to the City's sanitary sewer system until the construction project has been completed, accepted by the City, and a construction fee resolution approved by the City Council; and

WHEREAS, it is beneficial for both Landowner and the City to allow connection to the City's sanitary sewer system once the sewer main has been constructed and tested, which generally occurs prior to project acceptance and approval of a construction fee resolution; and

WHEREAS, the City and Landowner desire to enter into this Agreement in order to reduce their mutual understandings and agreements regarding the connection of Landowner's property to the City's sanitary sewer system to writing.

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

1. The City hereby grants Landowner the right to connect to the City's sanitary sewer system prior to approval of a construction fee resolution.

2. Landowner agrees to pay an additional construction fee for this specific project which will not exceed Seven Thousand Five Hundred Dollars (\$7,500) for the right to connect to the City's sanitary sewer system. The City will send the Landowner a bill upon the approval of the construction fee resolution. Landowner agrees to make payment within thirty days of issuance of the bill.

3. Should Landowner fail to make payment within the thirty days provided above, the City shall have all legal and equitable remedies provided by law to collect said payment. In the event City is forced to initiate collection, the Landowner agrees to be responsible for all costs of collection including reasonable attorneys' fees and costs, court costs, and interest on the construction fee at the rate of ten percent per annum.

4. Landowner agrees to defend, release, indemnify and hold City harmless from any and all liability arising from the connection of Landowner's connection to the City's sanitary sewer main by Landowner, its officers, directors, contractors, agents and/or employees.

5. Landowner agrees to obtain all applicable permits and follow all laws, ordinances, administrative rules, and regulations, including payment of all applicable fees relating thereto, when constructing his connection to the City's sanitary sewer system. The Landowner is also responsible for all costs associated with construction or reconstruction of the service line or lines from any building to the main or service stub as needed to provide facilities that comply with the City's standard specifications and ordinances.

6. At the time of connection, Landowner agrees to contact the City's utility billing department to confirm that an account has been set up in his/her name, and to provide all necessary information and assistance as may be required to set up such account.

7. All of the terms and conditions herein set forth shall extend to and be binding upon the heirs, assigns, or successors in interest of the Landowner.

8. This Agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written. This Agreement may only be amended by a written document duly executed by all parties.

9. This Agreement shall be interpreted under the laws of the State of South Dakota. Any litigation under this Agreement shall be resolved in the circuit court of Pennington County, State of South Dakota.

CITY OF RAPID CITY

LANDOWNER

Terry Wolterstorff, Public Works Director

State of South Dakota)
) ss.
County of Pennington)

On this the ____ day of _____, 201__, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that s/he 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 _____

State of South Dakota)
) ss.
County of Pennington)

On this the ____ day of _____, 201__, before me, the undersigned officer, personally appeared Terry Wolterstorff, Public Works Director of the City of Rapid City, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public – South Dakota
My Commission Expires _____