

AGREEMENT BETWEEN THE CITY OF RAPID CITY AND FREELAND MEADOWS, LLC FOR PRAIRIE MEADOWS SUBDIVISION– PHASE 1 OVERSIZE WATER TRANSMISSION MAIN COST REIMBURSEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF RAPID CITY, a municipal corporation, hereinafter referred to as the “City,” and FREELAND MEADOWS, LLC, P.O. Box 8181, Rapid City, South Dakota, 57709-8181, hereinafter referred to as the “Developer.”

WHEREAS, the Developer desires to construct a water main to provide water service and fire protection for the Developer’s Prairie Meadows Subdivision – Phase 1 project generally located in Tract A of the Prairie Meadows Subdivision and a Portion of Government Lot 4, Section 18, T2N, R8E, BHM, adjacent to East Nike Road and Country Road, Rapid City, South Dakota; and

WHEREAS, the Developer’s property is located within the City of Rapid City; and

WHEREAS, the City and the Developer agree to construct a 12” water transmission main rather than an 8” water main, which is the minimum size required to meet the Developer’s needs. The 12” water transmission main will allow future water main extension within the area in accordance with the City’s Utility System Master Plan.

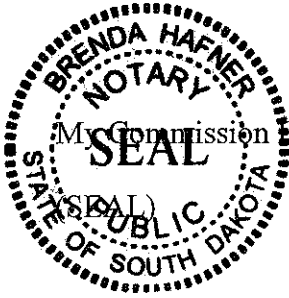
WHEREAS, it is in the City’s interest to have the Developer construct the 12” water transmission main; and

WHEREAS, the Developer has submitted cost estimates to oversize the requested water transmission main and City staff has reviewed and concurs with the costs, and

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

1. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.
2. The City shall reimburse the Developer a maximum of Sixty-two Thousand Seven Hundred Seventy-seven Dollars and Forty-one Cents (\$62,777.41) for the Prairie Meadows 12” water transmission main oversize costs. This maximum dollar amount is based upon lengths, quantities and costs provided in Exhibit A.
3. Prior to project acceptance the Developer shall submit documentation certifying actual costs incurred. If actual lengths, quantities, and costs are less than specified in Exhibit A, the amount of reimbursement shall be adjusted accordingly.

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



My Commission Expires March 13, 2015

Brenda Hafner
Notary Public, South Dakota

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

(SEAL)

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

On this _____ day of _____, 2013, before me, the undersigned officer, personally appeared Sam Kooiker and Pauline Sumption, 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 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)