

MEMORANDUM OF UNDERSTANDING

WHEREAS, both parties seek to enter into a mutually beneficial arrangement whereby, Prairie Fire Development, hereinafter referred to as "Prairie Fire," and the City of Rapid City, herein after referred to as "City," will work together on the construction of a sewer line along South Side Drive; and

WHEREAS, this Memorandum of Understanding is necessary to clarify the terms of this arrangement.

NOW THEREFORE, be it resolved that the City of Rapid City and Prairie Fire agree to the following terms and conditions:

1. Prairie Fire shall pay for the design of a twenty-seven (27) inch sewer line along South Side Dr. in accordance with Exhibit A, attached hereto and incorporated herein. Such design shall include a connection from the Prairie Fire Development to the City's Water Reclamation Plant and a termination manhole at the Prairie Fire Development connection point on South Side Drive. Upon completion of the above-described design, Prairie Fire shall turn over ownership of said design to the City.
2. After receiving ownership of the design described in provision (1.) of this Memorandum of Understanding, the City shall follow the bidding procedures for the construction of the sewer line.
3. The City shall pay one hundred percent (100%) of the total construction costs.
4. Prairie Fire shall pay fifty percent of the total construction costs to the City of Rapid City at the time it makes a connection to the sewer line, but not later than twelve (12) months after completion of the project.

Dated this ____ day of _____, 2006.

Prairie Fire Development

City of Rapid City

By: _____
Its: _____

Mayor

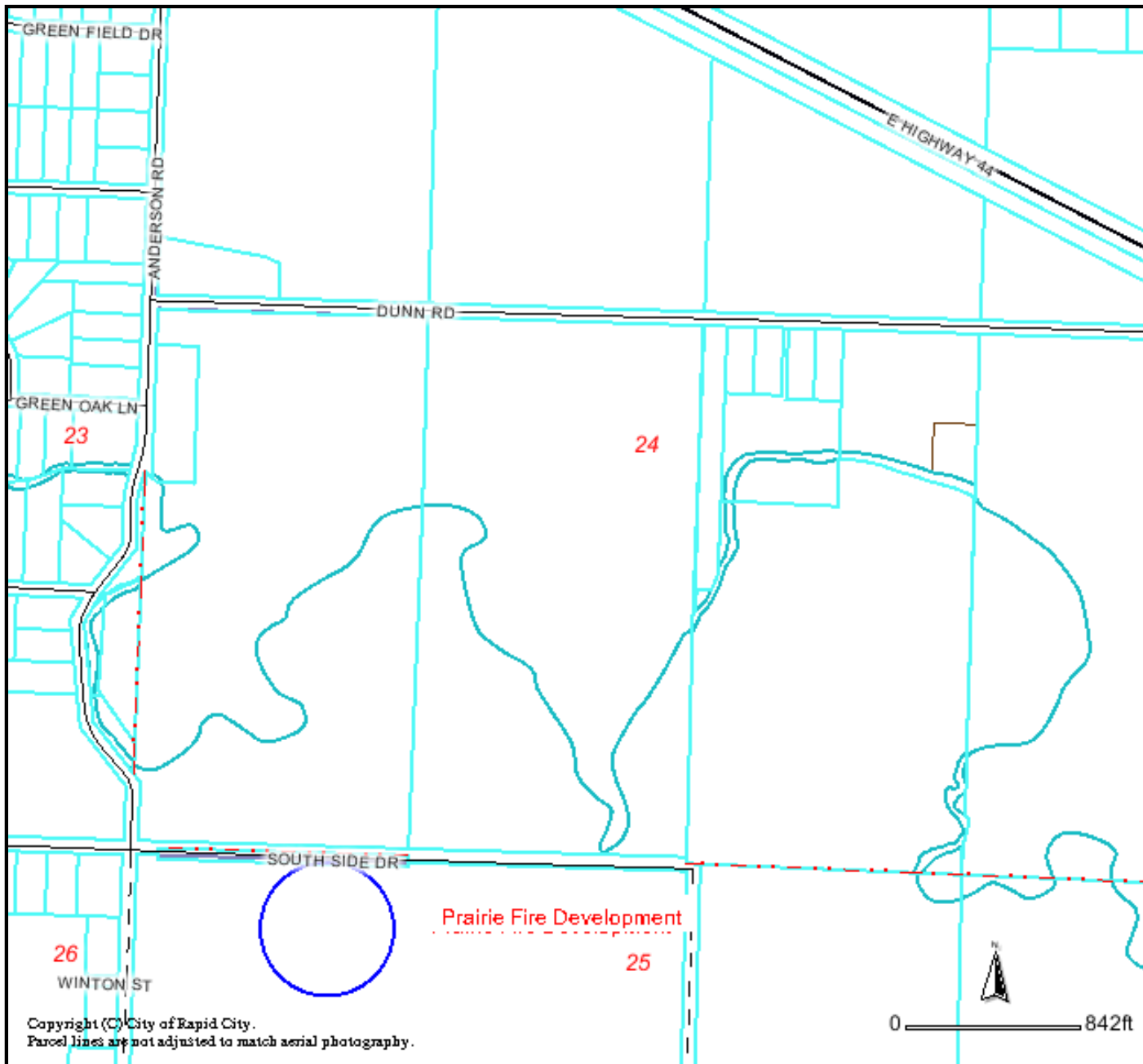
ATTEST:

Finance Officer

Rapid City Geographic Information System

PW062706-17

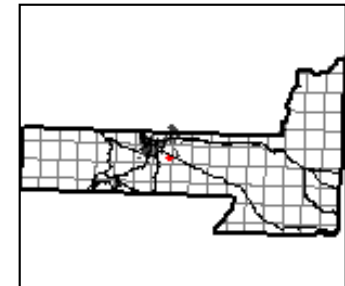
[Print](#) [Close](#)



Copyright (C) City of Rapid City.
Parcel lines are not adjusted to match aerial photography.

Legend

- Roads
 - Not classified
 - Interstate
 - US Highway
 - SD Highway
 - County Highway
 - Main Road
 - Minor Arterial
 - Collector
 - Ramp
 - Paved Road
 - Unpaved Road
 - Unimproved Road
 - Trail
 - other
 - Not yet coded
- Township/Section lines
 - SECTION
 - TOWNSHIP
 - Parcel Boundary
 - Lot Lines
 - COUNTY
 - LOT LINE
 - PARCEL LINE
 - ROAD ROW
 - RR ROW
 - SECTION
 - TOWNSHIP
 - WATER LINE
 - PLSS Sections
 - County Line
 - City Boundaries
 - Rapid City
 - Box Elder
 - New Underwood
 - Wasta
 - Wall
 - Quinn
 - Hill City
 - Keystone



DISCLAIMER
 DISCLAIMER: This GIS data is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. Rapid City and Pennington County make no warranties, express or implied, as to the use of the data. The implied warranties of merchantability or fitness for a particular purpose are specifically disclaimed. The requester acknowledges and accepts the limitations of the data, including the fact that the data is dynamic and is in a constant state of maintenance, correction and update. This document does not represent a legal survey of the land. There are no restrictions on distribution of printed Rapid City/Pennington County maps, other than the City of Rapid City copyright/credit notice be legible on the print. The User agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for the GIS Product File(s) established or produced by the City of Rapid City or the vendors furnishing said items to the City of Rapid City.