AGREEMENT BETWEEN THE CITY OF RAPID CITY
AND EASTERN SLOPE LAND CORPORATION FOR WATER MAIN COST
REIMBURSEMENT IN COUNTRY ROAD FOR KATELAND SUBDIVISION

THIS AGREEMENT is made and entered into by and between the CITY OF RAPID
CITY, a municipal corporation, of 300 Sixth Street, Rapid City, South Dakota, 57701 ("City"),
and EASTERN SLOPE LAND CORPORATION, of P.O. BOX 2192, Rapid City, South Dakota,
57709 ("Developer").

WHEREAS, Developer owns property located within the City of Rapid City west of the
termination of Country Road that it intends to develop as Kateland Subdivision; and

WHEREAS, the City has requested the Developer construct a 12” water main instead of
an 8” water main in Country Road, which is the minimum size required to meet the Developer’s
needs; and

WHEREAS, the Developer’s engineer has demonstrated that the 12” water main is not
required to meet the needs of the development, however, it has been determined by the City that
the 12” main is needed to meet the needs of the City; and

WHEREAS, City desires to increase the size of the proposed water main in Country
Road right-of-way from 8” to 12” for approximately 593 linear feet; and

WHEREAS, the construction of this water main in Country Road will provide water
service and fire protection for Developer’s property in the proposed Kateland Subdivision and to
future development in the area; and

WHEREAS, the Developer has contracted with a professional engineer to prepare the
design plans, contract documents and detailed specifications for the design of the water main, as
well as cost estimates for the construction; and

WHEREAS, the plans have been reviewed by the City, and the City concurs with the
Developer’s cost estimates.

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 Developer agrees to construct a 12” water main in Country Road as described above
in accordance with the plans approved by the City and in accordance with any other contractual
obligations Developer has to the City with regard to this construction.
3. The Developer shall be responsible for all costs associated with construction of the water main, and the City’s participation shall be by reimbursement of amounts expended by the Developer for construction as noted in item 4.

4. The total maximum dollar amount to be reimbursed to the Developer for the construction of the water main shall not exceed Twenty-five Thousand, Sixty-one Dollars and Fifty-nine Cents ($25,061.59). This maximum dollar amount is based upon quantities and costs provided in Exhibit A attached hereto and incorporated herein by this reference. If actual quantities and costs are less than specified in Exhibit A, the amount of reimbursement shall be adjusted accordingly. The Developer shall provide certified costs which contain sufficient information for the City to review Developer’s actual oversize construction costs and to determine the accuracy of the invoice.

5. Payment to Developer shall be conditioned on a timely request for reimbursement.

6. Acceptance of the project by the City will not be considered until all testing is completed, as-builts submitted, and costs verified. Upon the City’s approval of the same, acceptance will be documented by issuance of an acceptance letter by the City.

7. The Developer may request reimbursement by the City only following acceptance of the project. The City shall make payment to the Developer within 45 calendar days of receipt of the reimbursement request, provided the project has been accepted.

8. The parties agree that this writing constitutes the entire agreement between them related to the oversize and improvement reimbursements discussed herein 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.

9. 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).

10. The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of Pennington County, South Dakota.
Dated this 7th day of June, 2021

EASTERN SLOPE LAND CORPORATION

By: ______________________

Its: ______________________

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

On this the 7th day of June, 2021, before me, the undersigned officer personally appeared ____________, known to me or satisfactorily proven to be the President of EASTERN SLOPE LAND CORPORATION, a South Dakota limited liability company, and that he/she, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

(Seal) JASON OHLEN
NOTARY PUBLIC
State of South Dakota

Notary Public, South Dakota
My Commission Expires: 4/9/26
Dated this ____ day of ____________, 2021

CITY OF RAPID CITY

________________________
Mayor Steve Allender

ATTEST:

____________________________
Pauline Sumption, Finance Director

(seal)

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

On this ____ day of ________________, 2021, before me, the undersigned officer, personally appeared Steve Allender and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Director, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Director, 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 Director.

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

(seal)

____________________________
Notary Public, South Dakota
My Commission Expires:
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**Subtotal Project Cost:**

- **Estimated:**
  - $50,897.65
  - $25,061.59

**Total Project Costs:**

- **Estimated:**
  - $50,897.65
  - $25,061.59

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**Engineer Signature:**

Ian L. Garduna

**Register Professional Engineer:**

12759

South Dakota