AMENDED AGREEMENT BETWEEN THE CITY OF RAPID CITY AND FOX L.L.C. FOR OVERSIZE WATER MAIN COST REIMBURSEMENT

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 FOX LLC, a Wisconsin limited liability company, of 3911 North Hackbarth Road, Janesville, WI 53548 (“Developer”).

WHEREAS, the City and Developer entered into an Agreement Between the City of Rapid City and Fox L.L.C. for Oversize Water Main Cost Reimbursement, fully executed on January 4, 2022, to establish the conditions under which Developer may be reimbursed for the construction costs to construct a 16” water main rather than an 8” water main, which is the minimum size required to meet the Developer’s needs; and

WHEREAS, the purpose of this Amendment is to amend the Agreement Between the City of Rapid City and Fox L.L.C. for Oversize Water Main Cost Reimbursement to add a clause to allow the agreement to be assigned to another developer, under certain circumstances.

NOW THEREFORE, the parties hereby agree as follows:

A NEW SECTION 12 of the Agreement Between the City of Rapid City and Fox L.L.C. for Oversize Water Main Cost Reimbursement, executed on January 4, 2022, is hereby added and reads in its entirety as follows:

12. It is mutually understood and agreed that this Agreement may be assigned by Developer only after first obtaining the prior written approval of the Rapid City Public Works Director. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the Developer.

The parties agree that, except for the extent as provided herein, they do not intend to alter or change in any way the remaining terms of the original Agreement Between the City of Rapid City and Fox L.L.C. for Oversize Water Main Cost Reimbursement executed on January 4, 2022. Unless amended herein, all terms of the original contract shall remain in full force and effect.

[Signature pages to follow.]
Dated this _____ day of ___________________, 2022

FOX LLC

By: ________________________________

Its: ________________________________

STATE OF ________________

)ss.

COUNTY OF ________________

On this the _____ day of ___________________, 2022, before me, the undersigned officer personally appeared ____________________, known to me or satisfactorily proven to be the ____________________ of FOX LLC, a Wisconsin limited liability company, and that he/she, as such ____________________ 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) Notary Public, South Dakota
My Commission Expires: ____________________
Dated this _____ day of ____________________, 2022

CITY OF RAPID CITY

______________________________
Mayor Steve Allender

ATTEST:

______________________________
Pauline Sumption, Finance Director

(seal)

STATE OF SOUTH DAKOTA   )
COUNTY OF PENNINGTON     )

On this _____ day of ____________________, 2022, 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: