

**AGREEMENT BETWEEN THE CITY OF RAPID CITY
AND YASMEEN DREAM 111, LLC FOR SANITARY SEWER MAIN COST
REIMBURSEMENT FOR SHEPHERD HILLS 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 YASMEEN DREAM 111, LLC, of 520 Kansas City Street, Rapid City, South Dakota, 57701 ("Developer").

WHEREAS, Developer owns property located within the City of Rapid City east of E. Anamosa Street that it intends to develop as Shepherd Hills subdivision; and

WHEREAS, Developer has requested that the City reimburse it for the additional costs to construct 4668 lineal feet of 12" sanitary sewer main instead of an 8" sanitary sewer main from Highway 44 to the proposed Shepherd Hills Subdivision, in order for Developer to better address limited capacity in the existing sanitary sewer downstream from its property; and

WHEREAS, The Developer's engineer has demonstrated that a 12" sanitary sewer main is not required to meet the needs of the Developer's immediate development, however, it has been determined by the City that the larger sanitary sewer main would better meet the needs of the City; and

WHEREAS, the construction of this sanitary sewer main will provide sanitary sewer service for Developer's property in the proposed Shepherd Hills 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 sanitary sewer 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 sanitary sewer main and obtain any necessary easements for sewer main from Highway 44 to Developer's proposed Shepherd Hills Subdivision 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 12" sanitary sewer main and acquisition of any easements. 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 sewer main's construction shall not exceed Ninety-two Thousand Six Hundred Eighty-eight Dollars and Zero Cents (\$92,688.00). 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. The oversize costs payable by the City will be recouped by charging construction fees to benefiting properties, which includes properties within this development, identified in Exhibit B. A construction fee resolution will be placed on the next available City Council agenda upon receipt of a request for reimbursement by the Developer. Any fees for benefiting properties within this development having connected to City sanitary sewer prior to the reimbursement request shall be deducted from the total reimbursement amount.
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 20 day of May, 2020.

CITY OF RAPID CITY

Steve Allender
Mayor Steve Allender

ATTEST:

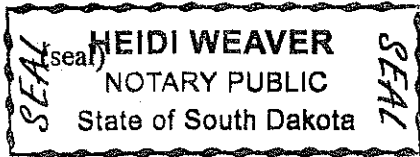
Pauline Sumption
Pauline Sumption, Finance Officer

(seal)

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

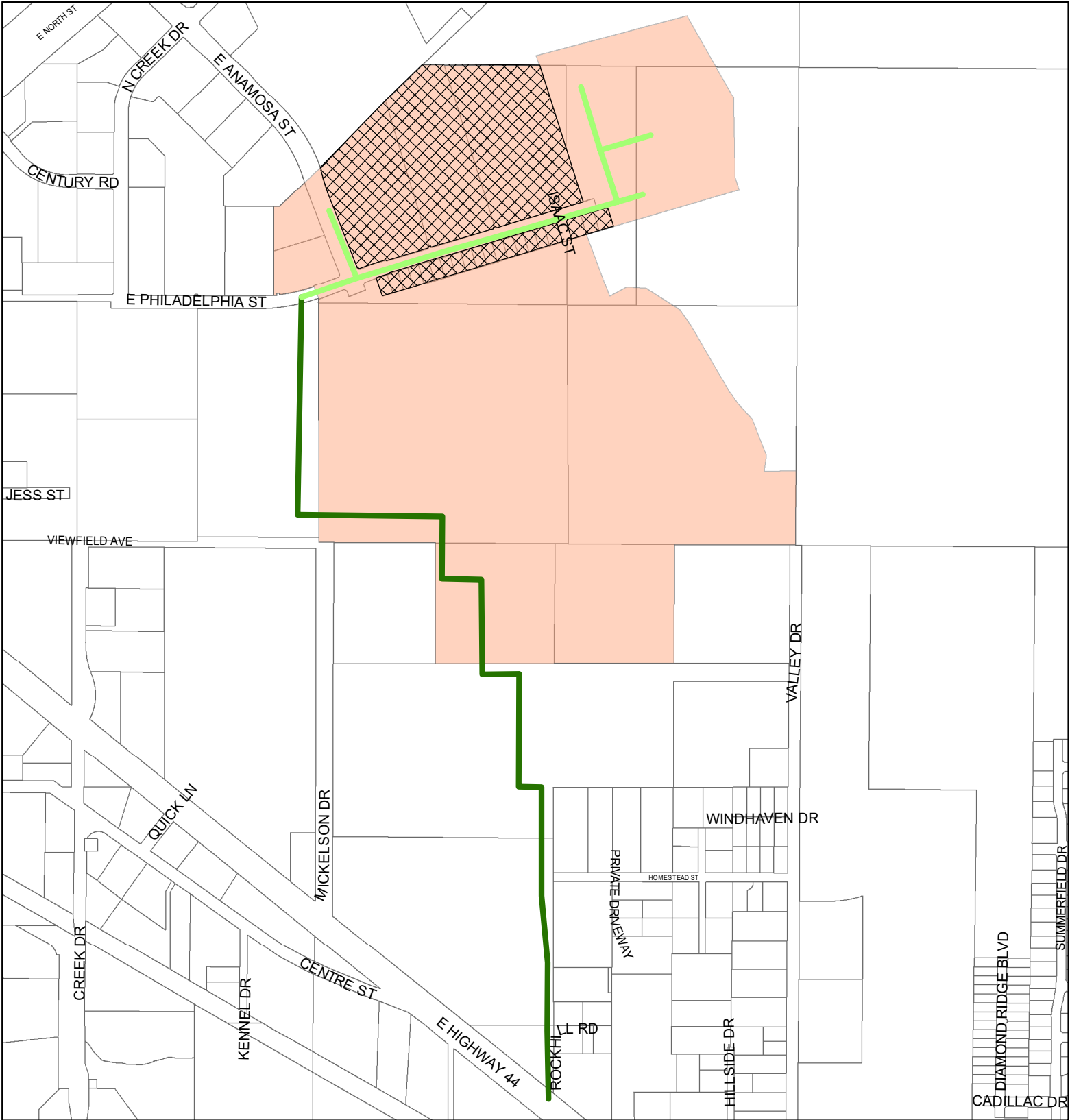
On this 20 day of May, 2020, before me, the undersigned officer, personally appeared Steve Allender and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, 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.



Heidi Weaver
Notary Public, South Dakota
My Commission Expires: 6-4-21

Exhibit B



Legend

- Proposed Sewer Shepherd Hills Ph 1A & 1B
- Proposed Sewer Shepherd Hills Offsite
- Shepherd Hills Subdivision
- Benefiting Area

Shepherd Hills Subdivision Offsite Sewer Oversize Benefit Area

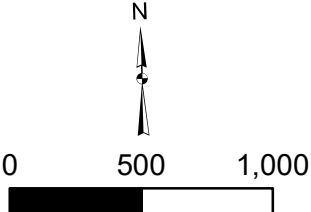


EXHIBIT A

Oversize Request for : SEWER MAIN

Project: Shephard Hills Oversite Sewer
 Location: North of Hwy 44 and Mickelson Dr
 Entity Requesting Oversizing: Yasmeen Dream 111, LLC
 Date: 2/20/2020
 City File #: DEV19-1529

Base Size =	8"	inches
Oversize =	12"	inches

BID ITEM	DESCRIPTION	UNIT	12" SEWER MAIN		OVERSIZE		8" SEWER MAIN		BASE SIZE	
			QUANTITY	UNIT COST	TOTAL COST	QUANTITY	UNIT COST	TOTAL COST		
1	PVC Sanitary Sewer Main	LF	4668	\$50.00	\$233,400.00	4668	\$34.00	\$158,712.00		
2	60" Sanitary Sewer Manhole	EA	6	\$8,500.00	\$51,000.00	6	\$5,500.00	\$33,000.00		
				TOTAL	\$284,400.00		TOTAL	\$191,712.00		

OVERSIZE COST ESTIMATE **\$92,688.00**