Developers Agreement

This AGREEMENT, made and entered into this__day of _____ , 20___ by and between_____hereinafter called the DEVELOPER, and PUBLIC WATER SUPPLY DISTRICT #17 OF JACKSON COUNTY, hereinafter called the DISTRICT,

WHEREAS, the DEVELOPER has previously petitioned the DISTRICT for a preliminary report and probable project cost for a water main extension and or system improvement,

NOW THEREFORE, in consideration of the DEVELOPER'S Application and the provisions and conditions contained therein, the parties hereby promise and agree as follows:

1. The DEVELOPER hereby applies to and petitions the DISTRICT for an extension of _____ _____water main and/or system improvement of _____ _____at a total estimated cost, including overheads, of $_____, to serve the following described property: (Attach legal description and title report)

2. The DEVELOPER has simultaneously with the execution and delivery of this agreement paid to the DISTRICT the sum of _____dollars, as an initial payment of at least 20% of the current estimated project costs of the extension and/or system improvements.

3. Upon acceptance of design and construction documents and prior to choosing a contractor, the DEVELOPER will then deposit with the DISTRICT the balance of the project cost as estimated by the engineers. The said amount, so paid by the DEVELOPER, shall be retained by the DISTRICT without interest, but subject to reimbursement, less any expense incurred, as hereinafter provided. If it is determined by the DISTRICT at any time during the process that insufficient funds are available to pay all project costs, then the DEVELPOR, upon request, shall immediately pay to the DISTRICT the additional amount necessary to cover all expected project costs.

4. The DISTRICT or its contractor(s) shall perform the engineering design, construction (in cooperation with DEVELOPER'S construction project manager) and inspection of all improvements. Design, installation and operation of all improvements shall be in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances and resolutions; including the regulations promulgated by the Missouri Safe Drinking Water Commission set forth in Division 60 of Title 10 of the Missouri Code of State Regulations. All projects over $75,000.00 will be required to pay prevailing wage as designated by Missouri Labor Laws.

5. DEVELOPER will reimburse the DISTRICT for the actual costs of all engineering design, as well as all the actual costs of construction, inspection and related expenses incurred by or on behalf of the DISTRICT for all improvements and an additional 2% administrative fee. Any portion of the prepayment deposit made by the DEVELOPER which is not required to pay for such actual costs shall be reimbursed to the DEVELOPER upon completion of the PROJECT.

6. DISTRICT shall bid the PROJECT and pursuant to the terms of this AGREEMENT will engage a contractor to install and construct water lines and supporting infrastructure for the project according to plans designed or approved by the DISTRICT engineer.

7. It is further mutually understood and agreed that the DEVELOPER, prior to the start of construction, will provide 20' easements dedicated to the DISTRICT on the land where said lines will be laid, and said easements shall not be subjugated to or shared by any other utility.

8. If before construction contract is awarded the DEVELOPER wishes to abandon the project and so notifies the DISTRICT by certified letter (not later than 72 hours after the bid opening) the DISTRICT shall forthwith repay the DEVELOPER the difference between the deposited funds and the amount expended by the DISTRICT for engineering, printing, and other costs incurred by them for the project.

9. DEVELOPER further agrees that all decisions in connection with the manner of installation of said lines and improvements, the type of materials to be used therein, the inspection process and maintenance thereof shall be at the exclusive discretion and under the sole control of the DISTRICT. The DEVELOPER shall be responsible for the maintenance and repair of said improvements for one full year after acceptance of said lines by the DISTRICT, and shall furnish the DISTRICT with a one year 5% of construction cost, cash maintenance bond.

10. If the DISTRICT should engage the services of an attorney to enforce any provision of this Agreement, the DISTRICT will be entitled to recover all costs incurred related to the enforcement including but not limited to the attorney's fees incurred and all related costs and expenses.

11. The DEVELOPER understands and agrees that this contract does not bind the DISTRICT to supply an unlimited supply of water, that the DISTRICT has the right to require the reduction in the number of users proposed in the plat, and that agreement to provide water shall be for a period of one year from the date of this agreement unless connection costs and meter deposits are made for each intended user.

12. This Agreement is subject to the DISTRICT'S Rules and Regulations.

IN WITNESS WHEREOF, both the DEVELOPER and the DISTRICT agree to the provisions of this contract by affixing their Signatures hereto on the day and first above written.

_____

Representative of: Public Water Supply District #17 of Jackson County

By: _____

Print Name and Title

_____

Signature of Developer

By: _____

Print Name and Title

_____

Attest: _____

City State Zip