## AGREEMENT BETWEEN THE CITY OF RAPID CITY AND HOG WILD, LLC 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, hereinafter referred to as the "City," and Hog Wild, LLC, 2820 Harley Drive, Rapid City, South Dakota 57702, hereinafter referred to as the "Developer".

WHEREAS, the Developer is responsible to construct approximately 1,350 linear feet of 12" diameter water main from the current terminus of 12" main on Developer's property and extend it within Harley Drive to Tatanka Road, as per the Covenant Agreement for Construction of City Water Main, Recorded as Document No. A201200011; and

WHEREAS, the Developer's property is located within the City of Rapid City; and

WHEREAS, the City has requested the Developer construct a 12" water main rather than an 8" water main, which is the minimum size required to meet the Developer's needs. The 12" water main will provide water to adjacent parcels that have requested City water; and

WHEREAS, the Developer has contracted with a professional engineer to prepare the design plans, contract documents and detailed specifications for the project which include the design of the 12" water main; and

WHEREAS, the plans have been reviewed and approved by the City; and

WHEREAS, the Developer has submitted a cost estimate for the construction of the 12" water main, and City staff has reviewed and concurs with the cost.

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 as described above in accordance with the plans approved by the City. The Developer agrees to dedicate easements to the City of Rapid City as identified in the plans reviewed and approved by the City.
- 3. The Developer shall be responsible for all construction costs associated with the 12" water main. The City's participation shall be by reimbursement of amount expended by the Developer for construction.
- 4. The Developer shall have the water main constructed, tested and operational by June 1, 2017.

- 5. The total maximum dollar amount to be reimbursed to the Developer for the construction of the 12" water main oversize construction shall not exceed \$36,175.00 for the oversize cost of 1,350 feet of water main.
- 6. 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.
- 7. Prior to project acceptance by the City, a warranty bond, or other equivalent surety, in an amount equivalent to ten percent (10%) of the total cost of the water main shall be provided to the City to secure the warranty for a period of two years. The surety shall be in a form acceptable to the City Attorney.
- 8. Prior to project acceptance by the City, inspection fees shall be paid to the City at a rate established by the City's current fee resolution.
- 9. Acceptance of the project by the City will not be considered until all testing is completed, as-builts submitted, easements dedicated and costs verified. Upon the City's approval of the same, acceptance will be documented by issuance of an acceptance letter by the City.
- 10. 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.
- 11. 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.
- 12. 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).
- 13. 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	_ day of	, 2017
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	HOG WILD, LLC
	By Chaptern Tuelson
	Its Member
STATE OF SOUTH DAVOTA	
STATE OF SOUTH DAKOTA )	
)ss. COUNTY OF PENNINGTON )	
On this 8th day of March personally appeared Clayton True the Member of authorized to do so, executed the foregoing the name of HOG WILD, LLC.	, 2017, before me, the undersigned officer, who acknowledged him/herself to be HOG WILD, LLC, and that as such, being duly ang instrument for the purposes therein contained by
IN WITNESS WHEREOF I here	unto set my hand and official seal.
	Eluciano
(scal)	Notary Public, South Dakota
EVAMARIE LUCIANO Notary Public	My Commission Expires: 10/06/2020
SEAL South Dakota	·

HOG WILD, LLC

## **CITY OF RAPID CITY**

ATTEST:	Mayor
Finance Officer	
(seal)	
STATE OF SOUTH DAKOTA	) )ss.
the Mayor and Finance Officer, and that they as such Mayor and	, 2017, before me, the undersigned officer, der and Pauline Sumption, who acknowledged themselves to be respectively, of the City of Rapid City, a municipal corporation, Finance Officer, being authorized to do so, executed the coses therein contained by signing the name of the city of Rapid d Finance Officer.
IN WITNESS WHEREO	F I hereunto set my hand and official seal.
(seal)	Notary Public, South Dakota My Commission Expires:

Oversize Request for: WATER MAIN

Project: Harley Davidson Water Exter Location: Harley Drive Entity Requesting Oversizing: Hog Wild, LLC

Date: 3/3/2017

BID ITEM

City File #:	#: DEV17-1340	0		Base Size = 8"	8	inches	
				Oversize =	12"	inches	
			ı				
		12"	WATER MAIN	OVERSIZE		WATER MAIN BASE SIZE	BASE SIZE
EM DESCRIPTION	TINU	QUANTITY	UNIT COST	TOTAL COST	QUANTITY	UNIT COST	TOTAL COST
1 12"x12'x6" Tee / 8"x8"x8" Tee	EA	3	\$900.00	\$2,700.00	3	\$650.00	\$1,950.00
2 Gate Valve	EA	5	\$3,000.00	\$15,000.00	5	\$2,000.00	\$10,000.00
3 PVC Water Main, C-900, DR18	<u>"</u>	1350	\$65.00	\$87,750.00	1350	\$45.00	\$60,750.00
4 90 Degree Bend	EA	1	\$900.00	\$900.00	1	\$500.00	\$500.00
5 45 Degree Bend	EA	3	\$750.00	\$2,250.00	3	\$460.00	\$1,380.00
6 22.5 Degree Bend	EA	4	\$750.00	\$3,000.00	4	\$460.00	\$1,840.00
7 11.25 Degree Bend	EA	2	\$750.00	\$1,500.00	2	\$460.00	\$920.00
8 High Deflection Coupling	EA	1	\$750.00	\$750.00	1	\$460.00	\$460.00
9 MJ Plug	EA	1	\$500.00	\$500.00	1	\$375.00	\$375.00
			TOTAL	\$114,350.00		TOTAL	\$78,175.00
[=[4](0]w](4]m](m)(1)(m)(m)	6" Tee / 8 ve rer Main, se Bend se Bend gree Bend gree Bend lection C	DESCRIPTION  6" Tee / 8"x8"x8" Tee  Fea ve  Fer Main, C-900, DR18  Fea Bend  Fea Bend	DESCRIPTION       UNIT       QUANTITY         6" Tee / 8"x8" x8" Tee       EA       EA         ve       EA       LF       1         ee Bend       EA       EA         gree Bend       EA       EA         gree Bend       EA       EA         lection Coupling       EA       EA         EA       EA       EA         EA       EA       EA         lection Coupling       EA       EA	LEA       12" WATER MAIN         6" Tee / 8"x8" x8" Tee       EA       3       \$900.00         ve       EA       3       \$3,000.00         ee Bend       EA       1350       \$65.00         ee Bend       EA       1       \$900.00         geree Bend       EA       4       \$750.00         iree Bend       EA       4       \$750.00         lection Coupling       EA       1       \$500.00         lection Coupling       EA       1       \$500.00         EA       1       \$500.00         lection Coupling       EA       1       \$550.00         EA       1       \$550.00	DESCRIPTION   UNIT   QUANTITY   UNIT COST   TOTAL COST	DESCRIPTION   UNIT   QUANTITY   UNIT COST   TOTAL COST   COST	DESCRIPTION   UNIT   QUANTITY   UNIT COST   TOTAL COST   QUANTITY   TOTAL COST   QUANTITY   QUANTITY   UNIT COST   TOTAL COST   QUANTITY   QU

\$36,175.00

OVERSIZE COST ESTIMATE