



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

OFFICE OF THE CITY ATTORNEY

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MEMORANDUM

TO: Public Works Committee Members

FROM: Carla Cushman, Assistant City Attorney *CC 6-11-19*

SUBJECT: Request from BPRushmore, LLC to waive subdivision improvements for Fox Road and Bergland Road

DATE: June 11, 2019

On your agenda is a request from BPRushmore, LLC concerning subdivision improvements required for IGT Subdivision. I am providing this memo to provide you with the history of this subdivision since 2007.

2007 Plat

In 2007, the Council approved a preliminary plat for IGT Subdivision. *See Attachment 1, Council Minutes April 2, 2007, at page 9.* Owner BPRushmore, LLC was platting approximately 30 acres to sell one lot that was to house the new campus for National American University. *See map below.* As part of its approval of the preliminary plat, Council stipulated that surety for required subdivision improvements that were not completed shall be provided prior at the time of final plat application. *Id.* Ultimately the property was platted, the northern lot was sold, and the NAU campus was constructed. BPRushmore, LLC retained the remaining property located directly south of the NAU campus and still owns that property. Today, BPRushmore, LLC has three members: Alan Smoot and Brian Utzman of Rapid City and Warrenn Anderson of Morris MN.



Also on the April 2, 2007 agenda was an Improvement Cost Agreement between the City and BPRushmore, LLC which discussed the required surety of \$266,413.73 (based on estimated costs of required improvements). *See Attachment 2.* That agreement provided that \$266,413.73 in cash would be deposited with the City as surety and acknowledged that BPRushmore LLC was responsible for any difference between the cost of the improvements and that amount. In 2007, the cash was returned when BPRushmore, LLC provided a letter of credit in the same amount. Since 2009, BPRushmore, LLC has provided a letter of credit in that amount from AgCountry Farm Credit Services, PCA in Morris, MN.

Also on the Council agenda in April 2, 2007 was a request from BPRushmore, LLC to waive some subdivision improvements for IGT subdivision. Ultimately the Council granted the request and waived the following subdivision requirements: (1) installation of sewer along the section line highway (west of the property) and Berglund Road; (2) installation of street light conduit along Berglund Road and Fox Road; (3) installation of curb, gutter, sidewalk, street light conduit, sewer and water along the section line highway and the U.S. Highway 16 Service Road. *See Attachment 1 at page 28.*

Surety for Required Improvements

Since platting the property in 2007, BPRushmore has not constructed any of the required subdivision improvements. Instead, it has continued to provide a letter of credit from AgCountry Farm Credit Services in Morris MN in the amount of \$266,413.73.

In January and April 2018, City staff notified BPRushmore, LLC that its letter of credit was expiring on June 1, 2018 and that BPRushmore, LLC would either need to construct the subdivision improvements or provide a new letter of credit reflecting an updated cost estimate, since today's cost for the improvements would be more than the amount of the letter of credit. No response was received. On May 2, 2018, the demand was reiterated. On May 24, 2018, the City submitted a draft to the bank to draw upon the irrevocable letter of credit in its full amount. That action prompted a response from both BPRushmore, LLC and AgCountry Farm Credit Services. Ultimately, the City agreed to allow BPRushmore, LLC to provide an additional one year letter of credit at the \$266,413.73 amount with an understanding that any future letter of credit would be based upon a new cost estimate and for an amount equal to current costs to build the improvements. That letter of credit also required the improvements be built by December 31, 2018.

2019 Events

BPRushmore did not construct any improvements before the December 31, 2018, deadline. This spring, City staff notified it that an updated letter of credit reflecting today's cost to construct the improvements would be required, or we would draw on the existing letter of credit. In response, BPRushmore, LLC provided a letter of credit expiring on December 1, 2019 in the same amount of \$266,413.73, while also providing a cost estimate that today's cost to construct these improvements would be \$494,636.63. BPRushmore, LLC made it clear that it would not provide a letter of credit in the amount of the updated cost estimate that reflects what it would cost the City to construct the improvements. Instead, BPRushmore, LLC requested that the City waive many of the subdivision improvements that were required by Council in 2007 and which have not been disputed by BPRushmore, LLC over the past 12 years. City staff denied the waiver request, and BPRushmore, LLC is now making that request to Council, which is the agenda item before you today.

Please be aware that this property is directly south of the property which was recently before the City Council for approval of a rezone and planned development for a 4-story apartment complex. The City granted both of those requests, made by Samuelson Development, LLC, and the neighbors opposing the project filed a lawsuit challenging the Council's actions. That matter is now in litigation and the project is on hold. However, it is my understanding that some of the improvements that BPRushmore, LLC is now required to build may be needed in order to develop this property north of Fox Road.

Finally, in May staff drew on the 2018 letter of credit for its full amount of \$266,413.73, on the basis that BPRushmore, LLC had not constructed any improvements in 2018 or provided an updated letter of credit. Disappointingly, AgCountry Farm Credit Services dishonored the draw and refused to make the payment. Please be aware that City staff intend to seek Council approval to file a lawsuit to contest this dishonor.

Please contact me at 394-4140 or at carla.cushman@rcgov.org with any questions.

PROCEEDINGS OF THE CITY COUNCIL
Rapid City, South Dakota

April 2, 2007

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Rapid City was held at the City/School Administration Center in Rapid City, South Dakota on Monday, April 2, 2007 at 7:00 P.M.

The following members were present: Mayor Jim Shaw and the following Alderpersons: Mike Schumacher, Karen Olson, Ron Kroeger, Sam Kooiker, Malcom Chapman, Tom Johnson, Lloyd LaCroix, Bill Okrepkie, Bob Hurlbut, and Deb Hadcock; and the following Alderpersons arrived during the course of the meeting: None, and the following were absent: None.

Staff members present included Finance Officer Jim Preston, City Attorney Jason Green, Growth Management Director Marcia Elkins, Public Works Director Dirk Jablonski, Fire Chief Gary Shepherd, Police Captain Ed Hofkamp, Parks & Recreation Director Jerry Cole, and Administrative Coordinator Jackie Gerry.

ADOPTION OF AGENDA

The following items were added to the agenda:

- Authorize Mayor and Finance Officer to sign an Improvement Cost Agreement with BPRushmore, LLC
- Consider Item #66 before Item #52, Alderman Kooiker
- April 28, 2007 Clean Up Date, Alderman Hadcock
- Airport opening meetings update, Alderman Kooiker
- Executive Session

Olson moved, second by Kroeger and carried to adopt the agenda as amended.

APPROVE MINUTES

Kooiker moved, second by LaCroix and carried to approve the minutes of March 19, 2007.

AWARDS AND RECOGNITIONS

Ron Barber, Water Production Supervisor and Dave VanCleave, Water Reclamation Superintendent accepted, on behalf of the City, a Certificate of Achievement for Safe Drinking Water from the Secretary of Environment and Natural Resources; and the 2006 Municipal Waste Water Operation and Maintenance Excellence and Compliance Award from the South Dakota Department of Environment and Natural Resources.

GENERAL PUBLIC COMMENT

Mike Paulsen, Area Manager, Dairy Farmers of America, Inc. addressed the City Council indicating there is a crisis in the local dairy industry; and explained that they continue to lose dairymen because of the drought. He also explained that the local bottling plant is struggling and the decision has been made to close the bottling plant on June 1, 2007. Paulsen indicated that

Attachment 1

END OF CONSENT CALENDAR

The Mayor presented No. PW032707-03, to authorize staff to advertise for bids for a Copy Management Program for Color and Black/White copiers; whereupon Johnson moved, second by Schumacher for discussion to approve. At the request of the Chair, it was explained that this is for the lease and maintenance of two black/white copiers and one color copier for C/SAC 2nd floor and does not include paper. Motion carried.

The Mayor presented No. PW032707-06, to authorize staff to advertise for bids for Bus Stop Benches. Responding to a question from Alderman Kooiker, Jablonski explained that 36 benches will be purchased for a total of \$12,500. The total number of benches to be purchased is 75 and initially ten benches were purchased and installed and the second purchase of 24 benches was installed. Responding to a concern from Alderman Kooiker, Green indicated that the statute clearly says that up to the amount of the bid limit is exempt from the bidding process. Jablonski, responding to a question from Alderman Hurlbut, explained that a program will be developed for Council consideration on how to collect funds to help pay for the benches. Johnson moved, second by Okrepkie to authorize staff to advertise for bids for Bus Stop Benches. Motion carried.

Kooiker moved, second by Johnson and carried to place on the April 11, 2007 Legal & Finance Committee meeting agenda discussion of the State bid law.

The Mayor presented No. LF032807-18, to request the Mayor to appoint a Task Force to create a City Platform for Strengthening Families and Improving Outcomes for Children and Youth consisting of Mayor Shaw, Lloyd LaCroix, Malcom Chapman, a judge, a school board member, and a member of Youth & Family Services and bring back a recommendation. Alderman LaCroix reported his attendance at the National League of Cities where he became aware of a program titled, "A City Platform for Strengthening Families and Improving Outcomes for Children and Youth." He explained that children, youth, and families are the lifeblood of their neighborhoods and communities and strong cities are built on a foundation of strong families. The first part of the platform highlights the infrastructure or key functions that play a role in sustaining investments in children and families. The second part of the platform is a series of action steps for childhood development, youth development, after-school education, health and safety, youth and transition, family economic success, and neighborhood and community. LaCroix moved, second by Hadcock to request the Mayor to appoint a Task Force to create a City Platform for Strengthening Families and Improving Outcomes for Children and Youth consisting of Mayor Shaw, Lloyd LaCroix, Malcom Chapman, a judge, a school board member, and a member of Youth & Family Services and bring back a recommendation. Motion carried.

City Attorney Green requested authorization for the Mayor and Finance Officer to sign an Improvement Cost Agreement with BPRushmore, LLC and explained that the landowner is required to post some form of surety to ensure that the subdivision improvements are made. He explained that the landowner is posting cash with the City and requests an agreement that recognizes the reason for giving the City a sizable amount of money. Green indicated that the cash has been deposited, and the landowner has reviewed the agreement. Green recommended approval. Okrepkie moved, second by LaCroix and carried to authorize the Mayor and Finance Officer to sign an Improvement Cost Agreement with BPRushmore, LLC. Motion carried.

The Mayor presented No. 06PL191, a request by D. C. Scott Co. Land Surveyors for G. E. Commercial Finance for a **Preliminary Plat** on Lots 1 and 2 of IGT Subdivision, located in the W1/2 of the SW1/4, and the SW1/4 of the NW1/4, formerly Tract B of Tract 1 of the W1/2 of the SW1/4 of Section 23, and Tract 2 of the SW1/4 of the NW1/4 of Section 23, T1N, R7E, BHM, Rapid City, Pennington County, South Dakota, legally described as Tract B of Tract 1 of the W1/2 of the SW1/4 of Section 23, and Tract 2 of the SW1/4 of the NW1/4 of Section 23, T1N, R7E, BHM, Rapid City, Pennington County, South Dakota, located on the west side of South Highway 16 and south of Fox Road. Okrepkie moved, second by Olson and carried to approve a preliminary plat with the following stipulations: 1. Prior to approval by City Council the applicant shall address all red line comments on the submitted construction plans; 2. Prior to approval by City Council, construction plans for US Highway 16 Service Road shall be submitted for review and approval showing a minimum 26 foot wide paved surface with curb, gutter, sidewalk, street light conduit, water and sewer, or a Variance to the Subdivision Regulations shall be obtained; 3. Prior to approval by City Council, the applicant shall submit a cost estimate of the subdivision improvements for review and approval; 4. Upon submittal of a Final Plat application, surety for any required subdivision improvements that have not been completed shall be posted and the subdivision inspection fees shall be paid; and, 5. Prior to the City's acceptance of the public improvements, a warranty surety shall be submitted for review and approval as required.

Okrepkie moved, second by LaCroix and carried to open public comment on Items 52-78. Joe Hilt, President of J. H. Hilt Engineering, Inc. addressed item #65 reporting that he is the successful bidder on the SDDOT project for Exit 61 on Interstate 90. As part of the project, he explained a new type of reclamation was included in the special provisions, which required 4,700 ton of four different types of compost to be hauled from the Rapid City Landfill. Hilt explained that upon availability of the plans and specifications he contacted staff of the Landfill and provided staff with the compost specifications so that the Landfill staff could write a letter indicating that the material met the specifications. He indicated he questioned staff about any additional costs involved for the compost material, and if the City would load and weigh the material. He indicated he was assured that the Landfill would load and weigh, but did not indicate if additional costs were involved. Hilt indicated that over the past few years he worked with Jerry Wright, Superintendent of the Solid Waste Division on a number of projects to help promote the Landfill's material; and for each of the projects, the compost material was offered free of charge. Hilt reported that when he called for the compost material he was questioned as to how the City would be paid for the material and a fee schedule was provided to him. Hilt indicated that in his bid he only included his costs for hauling and spreading the material and did not include a cost for the material. Linda Anderson, Executive Director of Rapid City Arts Council addressed item #70 (No. CC040207-02) asking for approval of the bid award and indicated that funding sources have been identified and the bid is within the budget.

Hadcock moved, second by Hurlbut and carried to consider item #70 (No. CC040207-02), approve bid award for Dahl Arts Center Remodel and Addition Project No. IDP04-1367 / CIP No. 50101 opened March 27, 2007, to the end of the meeting.

Chapman moved, second by Olson and carried to close public comment on items 52-78.

NON-CONSENT ITEMS – Items 52 - 78

ORDINANCES

108. **Rapid City Library Foundation, Inc.** for a special Beer and Wine License for an event scheduled April 14, 2007 at Prairie Edge, 606 Main Street
110. Wyngard Pot-O-Gold Casino, Inc. dba **Luck D's Casino**, 1330 E. St. Patrick Street for a Retail (On-Off Sale) Malt Beverage License Transfer Wyngard Pot-O-Gold Casino, Inc. dba Jackson Blvd. Casino, 2020 Jackson Blvd.
111. 609 Main, Inc. dba **Delmonico Grill**, 609 Main Street for a Retail (On-Sale) Wine License
112. 609 Main, Inc. dba **Delmonico Grill**, 609 Main Street for a Retail (On-Off Sale) Malt Beverage License
113. **Wildlife Experiences, Inc.** for a special Beer and Wine License for an event scheduled April 13, 2007 at Prairie Edge, 606 Main Street

Chapman moved, second by Kroeger to approve the **Rapid City Area Chamber of Commerce** for a special Beer and Wine License for an event scheduled April 10, 2007 at Golden West, 1935 Fountain Plaza Drive. Motion carried with Alderman Kooiker abstaining.

NON-CONSENT PUBLIC HEARING ITEMS – Items 114 – 124

Olson moved, second by LaCroix and carried to authorize the Mayor and Finance Officer to sign the waiver of right to protest a future assessment for the installation of curb, gutter, sidewalk and street light conduit along US Highway 16 Service Road as it abuts Tract B of Tract 1 of the W1/2 of the SW1/4 of Section 23, and Tract 2 of the SW1/4 of the NW1/4 of Section 23, T1N, R7E, BHM, Rapid City, Pennington County, South Dakota, located northwest of the intersection of Promise Road and U.S. Highway 16 South. (06SV079)

The Mayor presented No. 06SV079, a request by D. C. Scott Co. Land Surveyors for G. E. Commercial Finance for a **Variance to the Subdivision Regulations to waive the requirement to install sewer along the section line highway and Berglund Road; to waive the requirement to install street light conduit along Berglund Road and Fox Road; to allow platting half the Right-of-way, to waive the requirements to install curb, gutter, sidewalk, street light conduit, sewer and water along the section line highway, and the U.S. Hwy 16 service road as per Chapter 16.16 of the Rapid City Municipal Code** on Tract B of Tract 1 of the W1/2 of the SW1/4 of Section 23, and Tract 2 of the SW1/4 of the NW1/4 of Section 23, T1N, R7E, BHM, Rapid City, Pennington County, South Dakota, located northwest of the intersection of Promise Road and U.S. Highway 16 South. Olson moved, second by Kroeger and carried that the Variance be approved with the following stipulation: Prior to City Council approval, the applicant shall sign a waiver of right to protest any future assessment of the improvements.

The Mayor presented No. 07CA010, a request by Dream Design International, Inc. for an **Amendment to the Adopted Comprehensive Plan to change the land use designation from Medium Density Residential with a Planned Residential Development to General Commercial with a Planned Commercial Development** commencing at a Point, Said Point Being the Northeast Corner of the Intersection of Spruce Street and Farnwood Avenue; thence S78°28'21"E 1307.95' to the POINT OF BEGINNING. thence S00°14'24"W 247.21'; thence S00°14'24"W 6.68'; thence N60°50'50"W 252.30'; thence N60°50'50"W 364.08'; thence S61°23'38"E 613.20'; thence N00°14'32"E 247.21' to the POINT OF BEGINNING, the Whole enclosing an area of 0.04 acres, located in Section 30, T2N, R8E, BHM, Rapid City, Pennington County, South Dakota, located east of Farnwood Avenue. The following resolution was introduced, read, and Olson moved its adoption:

*Official
Adopted
March 11, 2007*

IMPROVEMENT COST AGREEMENT

(IGT Subdivision)

THIS IMPROVEMENT COST AGREEMENT (this "Agreement") is made and entered into this 2 day of April, 2007 by **BPRUSHMORE, LLC**, a South Dakota limited liability company, and its successors and assigns ("Owner"), whose address is c/o GE Commercial Finance Business Property Corporation, 10900 N.E. 4th Street, Suite 500, Bellevue, Washington 98004, Attention: Structured Real Estate, and **CITY OF RAPID CITY, SOUTH DAKOTA**, a South Dakota municipal corporation, whose address is 300 Sixth Street, Rapid City, South Dakota 57701 ("City").

RECITALS

A. Owner is requesting approval by the City of Owner's proposed plan of subdivision of approximately 30 acres of real estate (the "IGT Subdivision") located in Pennington County, Rapid City, South Dakota, more particularly described in Exhibit A attached hereto and incorporated herein (the "Property").

B. The Owner submitted the proposed IGT Subdivision to the Rapid City Planning Commission for approval subject to Owner's agreement to make certain improvements to the Property identified as work to be completed during Phase 2 of the subdivision process (the "Phase 2 Improvements"). The estimate of the cost of the Phase 2 Improvements is \$266,413.73 (the "Estimated Improvement Cost") and a detailed breakdown of the Estimated Improvement Cost is attached hereto as Exhibit B.

C. The Rapid City Planning Commission recommended approval of the IGT Subdivision at its regularly scheduled meeting held on March 8, 2007 subject to certain stipulations including completion of the Phase 2 Improvements at a later date.

D. Contemporaneous with the execution of this Agreement, Owner requests approval by the Rapid City Common Council of the IGT Subdivision.

E. As a condition precedent to City's approval of the IGT Subdivision, City requires that Owner deposit certain funds or other security with the City in the amount of the Estimated Improvement Costs to be held by City in accordance with the terms of this Agreement.

F. Owner and City are entering into this Agreement to set forth the terms and conditions upon which the Estimated Improvement Costs shall be held and disbursed.

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties agree as follows:

Section 1. Deposit. GE Commercial Finance Business Property Corporation ("GECFBP"), on behalf of Owner, shall deposit with the City the sum of \$266,413.73 (the "Funds"), which amount is equal to the Estimated Improvement Cost. City agrees that any increase in the Estimated Improvement Costs resulting from any delay in making the Phase 2

Improvements shall in no event require Owner to deposit any additional Funds or other security. However, the Owner agrees that it is responsible for completing the required improvements regardless of the actual cost.

Section 2. Return, Disbursement and Replacement of Funds.

(a) City agrees that it shall immediately return the Funds to GECFBP in the event that the City does not approve the IGT Subdivision or if the owner withdraws its application for approval.

(b) City further agrees that it shall immediately return the Funds to GECFBP in the event the City has been presented with replacement Funds provided by SNH, LLC or its assign ("SNH") or another form of security from SNH acceptable to the City.

(c) Owner acknowledges and agrees that City shall have the right to disburse Funds or draw upon such other security, as the case may be, for the Phase 2 Improvements in the event that Owner fails to make such Phase 2 Improvements when and as required by the stipulations of approval and all applicable ordinances and policies.

Section 4. No Waiver. The failure of Owner or City to enforce strict performance of the terms and conditions hereof shall not constitute a waiver of their respective rights hereunder.

Section 5. Costs and Expenses. All costs and expenses incurred by City in connection with this Agreement or the deposit of Funds or other security shall be paid by Owner.

Section 6. Receipt by City. City hereby acknowledges receipt of the Funds from GE Commercial Finance Business Property Corporation, on behalf of Owner, as of the date hereof, and agrees to hold and disburse the same in accordance with the terms and conditions of this Agreement.

Section 7. No Modifications. This Agreement cannot be changed or amended orally, but only by written agreement executed by all parties hereto.

Section 8. Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and shall be delivered personally, by overnight courier or by certified mail, return receipt requested, to their respective addresses as set forth herein, or to such other place as any party hereto may hereafter designate by notice in writing, shall constitute service of notice hereunder.

Section 9. Governing Law. This Agreement is made and executed under the laws of the State of South Dakota and is intended to be governed by the laws of said State.

Section 10. Attorneys' Fees. In the event any legal proceedings are brought to enforce or interpret the provisions of this Agreement, the successful party shall be awarded its reasonable attorneys' fees and costs so incurred.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, and such counterparts shall constitute one and the same instrument.

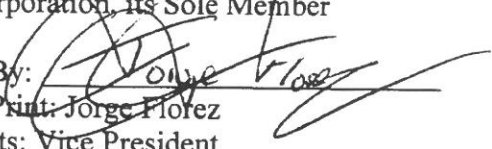
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EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

Owner:


BPRushmore, LLC, a South Dakota limited liability company

By: GE Commercial Finance Business Property Corporation, a Delaware corporation, its Sole Member

By: 
Print: Jorge Florez
Its: Vice President

City:

CITY OF RAPID CITY


Jim Shaw, Mayor

ATTEST:


Finance Officer

(SEAL)

[EXECUTION PAGE OF IMPROVEMENT COST AGREEMENT]

EXHIBIT A

(IGT SUBDIVISION)

Legal Description:

Tract Two (2) of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Twenty-three (23) in Township One North (T1N), Range Seven East of the Black Hills Meridian (R7E BHM), in the City of Rapid City, as shown by the plat recorded in Book 10 of Plats on Page 56; and

Tract B of Tract One (1) of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section Twenty-three (23) in Township One North (T1N), Range Seven East of the Black Hills Meridian (R7E BHM), in the City of Rapid City, as shown by the plat recorded in Book 11 of Plats on Page 207 in the office of the Register of Deeds, Pennington County, South Dakota

EXHIBIT B
IMPROVEMENTS COST

IGT SUBDIVISION				
PROBABLE ESTIMATE OF COST				
AES Project No. 06-079				
12/28/2006 (Revised 2-22-2007)				
Item No.	Description	Quantity	Unit	Unit Price
				Extended Amount
1.	HIGHWAY BORE AND ENCASEMENT	100	LF	\$250.00
2.	CONCRETE SEWER MAIN ENCASEMENT	20	LF	\$30.00
3.	8" PVC SEWER MAIN (10-12')	1430	LF	\$20.00
4.	SEWER MAIN INSULATION	2584	SF	\$3.00
5.	STANDARD MANHOLE, 48" DIA	6	EA	\$2,400.00
6.	TYPE 1 BEDDING MATERIAL	813	TON	\$18.00
7.	SAWCUT ASPHALT	210	LF	\$2.25
8.	SAWCUT CONCRETE PAVEMENT	12	LF	\$3.00
9.	BASE COURSE	721	TON	\$18.00
10.	CONCRETE CURB & GUTTER	1094	LF	\$15.00
11.	CONCRETE DRIVEWAY PAVEMENT	14	SY	\$15.00
12.	6' CONCRETE PAN	26	SY	\$75.00
13.	8" PVC WATER MAIN	1460	LF	\$21.00
14.	6" PVC WATER MAIN	15	LF	\$25.00
15.	FIRE HYDRANT W/AUX VALVE & LEAD	4	EA	\$2,500.00
16.	8" GATE VALVE	3	EA	\$700.00
17.	8" - 90 BEND	2	EA	\$400.00
18.	8" - 11 1/4 BEND	1	EA	\$250.00
19.	8"X8"X6" TEE	2	EA	\$420.00
20.	8"X8"X8" TEE	2	EA	\$450.00
21.	8" MJ CAP	2	EA	\$250.00
22.	8"X6" REDUCER	1	EA	\$270.00
23.	ASPHALT CONCRETE, CLASS G TYPE 1 (3")	282	TON	\$60.00
24.	ASPHALT CONCRETE, CLASS G TYPE 2 (2")	188	TON	\$70.00
25.	CONCRETE FILLET (REINFORCED) 6"	45	SY	\$75.00
26.	EROSION CONTROL	1	LS	\$5,000.00
27.	SEEDING, FERTILIZING, MULCHING	2047	SY	\$1.00
28.	UNCLASSIFIED EXCAVATION	175	CY	\$5.00
29.	TOPSOIL, STOCKPILE & REPLACE	350	CY	\$13.00
30.	CONTRACTOR SUPPLIED DENSITY TESTS	9	EA	\$30.00
31.	AASHTO-180 SOIL TEST	1	EA	\$175.00
32.	CONTRACTOR SUPPLIED CONSTRUCTION STAKING	1	LS	\$5,000.00
33.	TRAFFIC CONTROL	1	LS	\$2,500.00
34.	STREET LIGHT CONDUIT	1450	LF	\$5.50
35.	MOBLIZATION	1	LS	\$5,000.00
CONSTRUCTION COSTS SUB-TOTAL				\$236,584.50
36.	RELOCATE MDU GAS LINE	1200	LF	\$10.00
37.	RELOCATE FIBER OPTIC/TELEPHONE LINE	1200	LF	\$5.00
38.	MISCELLANEOUS & INCIDENTAL (5%)	1	LS	\$11,829.23
TOTAL PROJECT COST				\$266,413.73