AGREEMENT FOR CONSTRUCTION OF STREET IMPROVEMENT BETWEEN
THE CITY OF RAPID CITY AND SHURALD AND NANCY SWEDLUND

THIS AGREEMENT is made and entered into by and between the CITY OF RAPID
CITY, a municipal corporation, of 300 Sixth Street, Rapid City, SD 57701, hereinafter referred
to as the “City,” and SHURALD SWEDLUND AND NANCY SWEDLUND, PO Box 888,
Rapid City, SD 57709 hereinafter referred to as the “Developer”.

WHEREAS, the Developer desires to dedicate an H-lot at the end of Villagio Lane; and

WHEREAS, the Developer plans to construct a street turnaround in the dedicated H-lot; and

WHEREAS, the Developer has submitted preliminary drawings for the turnaround and
H-lot; and

WHEREAS, the City has agreed to accept the H-lot upon the completion of the
construction of the turnaround according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions
herein set forth, it is agreed by the parties as follows:

1. The Developer hereby agrees to contract with a professional engineer to design the
turnaround. The turnaround plans shall be designed in accordance with the City’s Infrastructure
Design Criteria and the City’s Standard Specifications for Public Works Construction. All plans
shall be approved by the City prior to starting construction.

2. The Developer hereby agrees to contract with a professional engineer to provide
construction administration services consisting of submittal reviews, site visits to view
construction, final walk through, and answer contractor questions for the construction. The City
reserves the right to observe and inspect all related construction activities.

3. The Developer agrees to construct the turnaround according to the approved plans. No
changes or variances from the plans shall be allowed unless approved by the City in writing.

4. The Developer shall be responsible for all construction costs associated with the
turnaround. Principle components include but is not limited to grading, base course, asphalt,
curb/gutter, seeding or sodding, erosion control and other related work.

5. The Developer shall conduct a pre-construction meeting prior to commencing
construction of the turnaround. The Developer shall notify the City and all private and public
utilities affected by the project of the meeting date and time a minimum of five working days
prior to the meeting. The Developer, the Developer’s professional engineer, and the Developer’s
construction contractor shall attend the pre-construction meeting.

6. The Developer agrees to obtain all applicable permits prior to construction.
7. The Developer agrees to provide a two-year warranty that all materials furnished and installed and work completed pursuant to this contract will be new, and shall be of good quality, free from defects, and in conformance with the approved plans and specifications. The warranty shall also meet the requirements of the City’s Standard Specifications for Public Works Construction, Section 7.65.

8. 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 improvements to be constructed 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.

9. Acceptance of the project by the City will not be considered until all construction and testing is completed and as-built plans submitted. Upon the City’s approval of the same, acceptance will be documented by issuance of an acceptance letter by the City.

10. 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).

11. 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 the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

12. The parties agree that this writing constitutes the entire agreement between them 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.

CITY OF RAPID CITY

________________________
Mayor

ATTEST:

________________________
Finance Director

(seal)
State of South Dakota )
) ss.
County of Pennington )

On this the _day of __________________, 2021, 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: __________________________

DEVELOPER

SHURALD SWEDLUND

NANCY SWEDLUND

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

On this 30th day of April, 2021, before me, the undersigned officer, personally appeared SHURALD SWEDLUND and NANCY SWEDLUND, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(seal)  
Notary Public, South Dakota  
My Commission Expires: 10/31/2023

Swedlund Infill Agreement  
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