

AGREEMENT BETWEEN THE CITY OF RAPID CITY AND T-REX INVESTMENTS II, LLC, FOR STORMWATER DETENTION BASIN IMPROVEMENTS

THIS AGREEMENT is made and entered into by and between the CITY OF RAPID CITY, a municipal corporation, hereinafter referred to as the "City," and T-REX INVESTMENTS II, LLC, a limited liability company, 351 Lago Trace Drive, Huffman, Texas, 77336, hereinafter referred to as the "Developer."

WHEREAS, the Developer desires to construct stormwater detention and water quality improvements to the existing Robbinsdale Park Stormwater Detention Pond to serve the Developer's Park Hill Subdivision No. 2 Project generally located in the North Half of the Southeast Quarter (N½SE¼) of Section 7, Township One North (T1N), Range Eight East (R8E) of the Black Hills Meridian, Rapid City, Pennington County, east of the intersection of Hoefer Avenue and Churchill Street, Rapid City, South Dakota; and

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

WHEREAS, the City and the Developer agree to increase the stormwater detention capacity, install water quality detention, treatment and metering improvements and to reconstruct portions of the stormwater outfall piping as indicated in attached Exhibit A. The construction and installation of the identified improvements will increase the capacity of the detention pond in accordance with the City's Meade-Hawthorne Drainage Basin Plan, as well as provide stormwater detention and water quality treatment for the Developer's subdivision improvements.

WHEREAS, it is in the City's interest to have the Developer construct stormwater detention and water quality improvements; and

WHEREAS, the Developer has submitted cost estimates to oversize and improve the stormwater detention pond and City staff has reviewed and concurs with the costs, and

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 City shall reimburse the Developer a maximum of \$ 91,254.20 for the construction and installation of the stormwater detention pond and outfall piping oversize improvements. This maximum dollar amount is based upon lengths, quantities and costs provided in Exhibit B. If actual yardages, quantities, and costs are less than specified in Exhibit B, the amount of reimbursement shall be adjusted accordingly. The developer shall provide certified costs.
3. Prior to project acceptance the Developer shall submit documentation certifying actual costs incurred. If actual lengths, quantities, and costs are less than specified in Exhibit B, the amount of reimbursement shall be adjusted accordingly.

4. 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 stormwater detention and water quality project/improvements shall be provided to the City to secure the warranty for a period of two years.

5. The City shall make payment to the Developer within 90 calendar days of the project being completed, tested, as-builts submitted, and project acceptance. Acceptance will be documented by issuance of an acceptance letter from the City.

6. 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).

7. 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.

8. 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.

T-REX INVESTMENTS II, LLC.

By

Its

member

STATE OF SOUTH DAKOTA)

)ss.

COUNTY OF PENNINGTON)

On this 10th day of December, 2015, before me, the undersigned officer, personally appeared TJ Wojtanowicz, who acknowledged him/herself to be the member of T-REX INVESTMENTS II, LLC, and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of T-REX INVESTMENTS II.

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

(seal)



Brenda Hafner
Notary Public, South Dakota
My Commission Expires: _____

**My Commission Expires
March 13, 2021**

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

(seal)

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

On this ____ day of _____, 2015, 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.

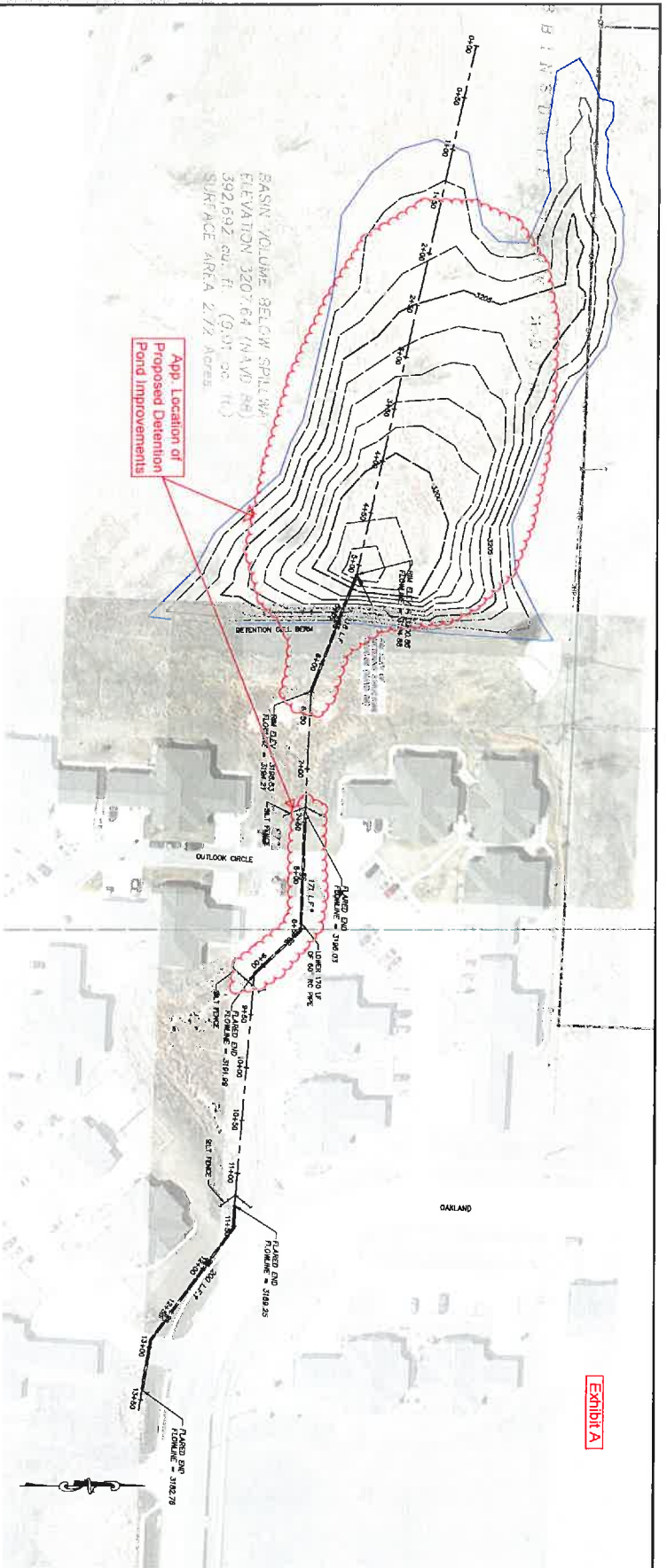
(seal)

Notary Public, South Dakota
My Commission Expires: _____

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

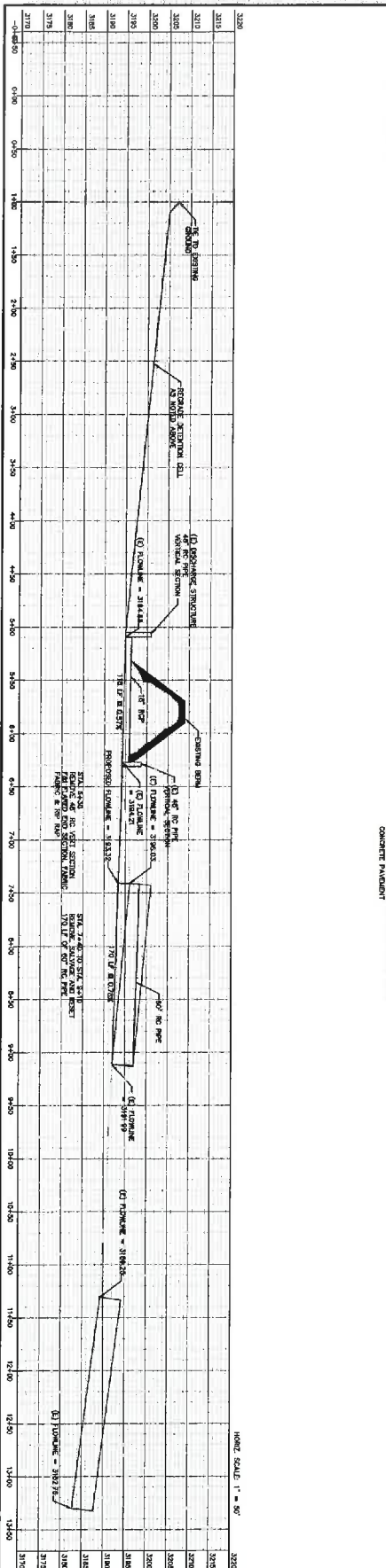
JVEN 12-9-15
Attorney Date

Exhibit A



DETENTION CELL ELEVATION
 CONTINUATION TO REMAIN AS AT DESIGN STRUCTURE
 TO DETENTION STRUCK
 DETENTION SHALL HAVE STORAGE VOLUME OF 10.7 AC. FT.
 REQUIRED REMOVAL OF 2.72 AC.

5/11/2015 10:30 AM
 8" X 11" PRINT
 CONCRETE CURB, ASPHALT, & CONCRETE
 PAVEMENT AS REQUIRED FOR LONGSPAN OF 50' MAX.
 ALL CONCRETE SHALL BE 4000 PSI STRENGTH
 DATE CHECKED BY: [Signature]
 CONCRETE CONTRACTOR



PARKHILL DETENTION PONDS RAPID CITY, SOUTH DAKOTA			ADVANCED ENGINEERING & SURVEYING, INC. 343 WEST MAIN STREET RAPID CITY, SOUTH DAKOTA 57702 PHONE: 605-342-8484 FAX: 605-342-8487 EMAIL: aeb@aeseng.com
DRAWING NO. CD7.0			

11/18/2015
 PARKHILLPOND

13:32
 PARK HILL POND IMPROVEMENTS

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
800	SEED, FERT, MULCH	2.000	ACRE	1,639.36	3,278.72
TYPE OF WORK GENERAL =====>					\$3,278.72
100	EXCAVATE TO OVERSIZE DETENTION CELL	328.000	CY	9.48	3,109.44
200	DETENTION CELL OUTLET STRUCTURE	1.000	EA	16,915.24	16,915.24
TYPE OF WORK OVERSIZE =====>					\$20,024.68
300	MUCK SILT FROM POND	2,472.000	CY	11.29	27,908.88
TYPE OF WORK SILTREMOVE =====>					\$27,908.88
350	REMOVE STANDPIPE (LOWER POND)	1.000	EA	182.60	182.60
375	18" RCP FES (LOWER POND)	1.000	EA	723.79	723.79
400	RE-LAY 60" PIPE AT NEW ELEVATION	170.000	LF	187.00	31,790.00
500	DEMO/REPLACE CURB & GUTTER	80.000	LF	49.92	3,993.60
600	DEMO/REPLACE 6" CONCRETE PAVING	1,000.000	SF	13.18	13,180.00
700	TRAFFIC CONTROL	1.000	LS	2,185.81	2,185.81
900	DEMO/REPLACE CONCRETE DRAIN PAN	320.000	SF	13.94	4,460.80
1000	STABILIZATION ROCK FOR PIPE	100.000	TON	35.50	3,550.00
TYPE OF WORK STORM PIPE =====>					\$60,066.60
Bid Total =====>					\$111,278.88

Estimated Oversize Reimbursement Costs - \$91,254.20