

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND TINY TOWNES, LLC
FOR CREEK DRIVE OVERSIZE WATER TRANSMISSION 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 TINY TOWNES, LLC, a South Dakota limited liability company, of 1664 Creek Drive, Rapid City, South Dakota, 57703-4116, hereinafter referred to as the "Developer."

WHEREAS, the Developer desires to construct a water main to provide water service and fire protection for the Developer's Commercial building project generally located along Creek Drive in Section 5, north of East Saint Patrick 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 construct a 12" water transmission main rather than an 8" water main, which is the minimum size required to meet the Developer's needs. The 12" water transmission main will allow future water main extension within the area in accordance with the City's Utility System Master Plan.

WHEREAS, it is in the City's interest to have the Developer construct the 12" water transmission main; and

WHEREAS, the Developer has submitted cost estimates to oversize the requested water transmission main 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 \$34,036.00 for 12" Creek Drive water transmission main oversize. This maximum dollar amount is based upon lengths, quantities and costs provided in Exhibit A attached hereto and incorporated herein by this reference. If actual lengths, quantities, and costs are less than specified in Exhibit A, the amount of reimbursement shall be adjusted accordingly. The Developer shall provide certified costs.
3. 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 12" water transmission main project/improvement 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.

4. The City shall make payment to the Developer within 45 calendar days of the project being completed, tested, as-builts submitted, costs verified, and project acceptance. Acceptance will be documented by issuance of an acceptance letter from the City.
5. 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).
6. 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.
7. 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.

TINY TOWNES, LLC

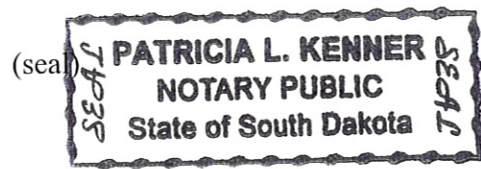
By 

Its Managing Member

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

On this 21st day of August, 2014, before me, the undersigned officer, personally appeared Chris Long, who acknowledged him herself to be the managing member of TINY TOWNES, 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 TIN TOWNES, LLC.

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





Notary Public, South Dakota

My Commission Expires: My Commission Expires
 November 16, 2016

CITY OF RAPID CITY

EXHIBIT A

Oversize Request for : **WATER MAIN**
 Project: **Creek Drive Commercial Units**
 Location: **Creek Drive, north of E. St. Patrick Street**
 Entity Requesting Oversizing: **Tiny Towns, Inc.**
 Date: **8/26/2014**
 City File #: **DEV13-1158**

Base Size =	8"	inches
Oversize =	12"	inches

BID ITEM	DESCRIPTION	UNIT	12" WATER MAIN OVERSIZE			8" WATER MAIN BASE SIZE		
			QUANTITY	UNIT COST	TOTAL COST	QUANTITY	UNIT COST	TOTAL COST
1	C-900 PVC Pipe	LF	380	\$98.00	\$37,240.00	380	\$52.00	\$19,760.00
2	Gate Valve w/Box	EA	2	\$4,200.00	\$8,400.00	2	\$2,050.00	\$4,100.00
3	X" x X" x 8" Tee	EA	1	\$1,500.00	\$1,500.00	1	\$850.00	\$850.00
4	X" x X" x 6" Tee	EA	2	\$1,400.00	\$2,800.00	2	\$875.00	\$1,750.00
5	MJ Plug	EA	1	\$750.00	\$750.00	1	\$380.00	\$380.00
6	Type 1 Bedding Mat	Ton	168	\$19.00	\$3,192.00	108	\$19.00	\$2,052.00
7	FH w/ Valve Box	EA	3	\$6,100.00	\$18,300.00	3	\$6,100.00	\$18,300.00
8	Cathodic Test Station	EA	2	\$475.00	\$950.00	2	\$475.00	\$950.00
9	Connection to Existing Main	EA	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00
10	12" x8" Reducer	EA	1	\$1,200.00	\$1,200.00	0	\$0.00	\$0.00
11	Incidentals	EA	1	\$10,348.00	\$10,348.00	1	\$2,502.00	\$2,502.00
				TOTAL	\$85,680.00		TOTAL	\$51,644.00

OVERSIZE COST ESTIMATE	\$34,036.00
------------------------	-------------