

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND THE EVANGELICAL  
LUTHERAN GOOD SAMARITAN SOCIETY FOR OVERSIZE WATER  
TRANSMISSION MAIN**

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 The Evangelical Lutheran Good Samaritan Society, 4800 West 57<sup>th</sup> Street, Sioux Falls, South Dakota, 57108, 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 Saint Martins Village project which is generally located southeast of the intersection of City Springs Road and Saint Martins Drive, 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 16" water transmission main within Saint Martins Drive rather than a 10" water main, which is the minimum size required to meet the Developer's needs. The 16" water transmission main will allow future water main extension within the area in accordance with the City's Utility System Master Plan; and

WHEREAS, it is in the City's interest to have the Developer construct a 16" 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 \$25,008.05 for 16" water transmission main oversize. This maximum dollar amount is based upon lengths, quantities and costs provided in exhibit A. If actual lengths, quantities, and costs are less than specified in exhibit A, the amount of reimbursement shall be adjusted accordingly. Upon project completion, verification of actual costs incurred shall be submitted.
3. The City shall make payment to the Developer within 45 calendar days of the project being completed, tested, as-builts and warranty surety submitted, and project acceptance, which will be documented by issuance of an acceptance letter from the City.
4. 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).

5. 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.

6. 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.

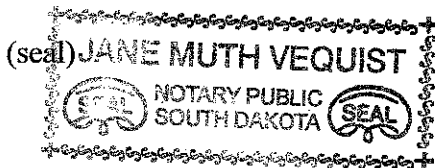
THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY

By *Royce Vae Dylander*  
Its *Treasurer*

STATE OF SOUTH DAKOTA )  
)ss.  
COUNTY OF *Minnehaha* )

On this *4th* day of *April*, 2013, before me, the undersigned officer, personally appeared *Royce Vae Dylander*, who acknowledged him/herself to be the *Treasurer* of THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY, and as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

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



*Jane Muth Vequist*  
Notary Public, South Dakota  
My Commission Expires: *6-15-15*

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(seal)

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

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned officer, personally appeared Sam Kooiker 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 duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

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

(seal)

\_\_\_\_\_  
Notary Public, South Dakota  
My Commission Expires: \_\_\_\_\_

# EXHIBIT A

OVERSIZE WATER MAIN REQUEST - GOOD SAMARITAN SOCIETY ST MARTINS VILLAGE  
 PREPARED BY FMG ENGINEERING March 16, 2013

Based on Revised Information from Gustafson Builders dated March 15, 2013

16" WATERMAIN ON ST. MARTINS DRIVE IN LIEU OF OTHERWISE REQUIRED 10"								
Item	Quantity	Units	16" Item Estimated Unit Cost	16" Item Extended Cost	Equivalent 10" Item	10" Item Estimated Unit Cost	10" Item Extended Unit Cost	
16" PVC Watermain	278	LF	\$ 74.74	\$ 20,777.72	10" PVC Watermain	\$ 52.98	\$ 14,728.44	
16" Plug	2	EA	\$ 496.21	\$ 992.42	10" Plug	\$ 264.46	\$ 528.92	
16" Gate Valve	2	EA	\$ 9,510.86	\$ 19,021.72	10" Gate Valve	\$ 2,782.03	\$ 5,564.06	
16" x 16" x 10" Tee	1	EA	\$ 1,868.84	\$ 1,868.84	10" x 10" x 10" Tee	\$ 792.17	\$ 792.17	
16" x 16" x 8" Tee	1	EA	\$ 1,641.42	\$ 1,641.42	10" x 10" x 8" Tee	\$ 717.57	\$ 717.57	
16" x 16" x 6" Tee	1	EA	\$ 1,358.36	\$ 1,358.36	10" x 10" x 6" Tee	\$ 673.78	\$ 673.78	
16" Sleeve for Deflection	3	EA	\$ 1,204.16	\$ 3,612.48	10" High Def Coupling	\$ 419.99	\$ 1,259.97	
Subtotal				\$ 49,272.96	Subtotal		\$ 24,264.91	
							City/Oversize	\$ 25,008.05