

## AGREEMENT TO SHARE WATER MAIN CONSTRUCTION COSTS

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 BLACK HILLS AREA HABITAT FOR HUMANITY (BHAHFH), a South Dakota non-profit organization, hereinafter referred to as the “Developer”.

WHEREAS, the Developer desires to construct a water main that is sufficient to serve its property located at 407 & 409 E. Monroe, Rapid City, South Dakota 57701; and

WHEREAS, it is in the City’s best interests to have the water main looped in such a manner and location to facilitate fire flows in the surrounding area, and the City has requested that the Developer do such; and

WHEREAS, the Developer does have the option to construct the water main in a location that would provide sufficient domestic flows to serve its above-described property and said option would cost less than the location requested by the City to facilitate fire flows; and

WHEREAS, in consideration of the increased cost of constructing the water main in the manner and location the City has requested, the parties have agreed to share the cost of designing and constructing the water main; and

WHEREAS, the probable cost of designing and constructing the water main in the location requested by the City is Thirty-Seven Thousand Dollars \$37,500.

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 and prepare plans for the water main extension project. Said plans shall be reviewed and approved by the City.
2. The Developer hereby agrees to prepare all contract documents and detailed specifications for the project.
3. The Developer hereby agrees to advertise and bid the project as well as manage the construction component of the project.
4. The total project costs, including engineering and construction costs, shall be divided between the Developer and the City as follows: the City shall be responsible for Fifty-Five percent (55%) of the reasonable total of the project costs (estimated to be \$20,625), and the Developer shall be responsible for the remaining Forty-Five percent (45%) of the total project costs.

5. The Developer shall pay all costs associated with designing and constructing the water main to all parties providing such services or material.

6. The City shall remit a partial payment of Fifteen Thousand Dollars (\$15,000) to the Developer upon award of the construction contract. The balance of the City's Fifty-Five percent (55%) share of the reasonable total costs shall be paid within 45 calendar days of the project being completed and accepted by the City and the City receiving verification of the associated costs.

7. 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).

8. 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.

9. 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 Officer

BHAHFH

\_\_\_\_\_  
BY: \_\_\_\_\_

ITS: \_\_\_\_\_

State of South Dakota     )  
  ss.

County of Pennington )

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, 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 Consenting to Assessed Project 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.

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

(SEAL)

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

On this \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of BHAHFH, and that as such , being duly authorized to do so, executed the foregoing instrument by signing the name of BHAHFH.

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

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

(SEAL)

### Rapid City Geographic Information System

