AMENDMENT TO UTILITY SERVICE CONTRACT BETWEEN THE CITY OF
RAPID CITY AND THE DEPARTMENT OF THE AIR FORCE

The CITY OF RAPID CITY (hereinafter “City”), a municipal corporation of 300 Sixth
Street, Rapid City, South Dakota 57701, and the DEPARTMENT OF THE AIR FORCE
(hereinafter “USAF”), an agency of the United States of America, of 1000 Ellsworth Street, Ste.
1200, Ellsworth AFB, South Dakota 57706, hereby amend that certain Utility Service Contract
between the parties dated March 1, 1971, and numbered F39601-71-C-0110 (hereinafter
“Contract”).

WHEREAS, Exhibit A-1-1 and Exhibit A-1-2 to the Contract show the details of the
connection point of the City’s water distribution system with the water transmission line serving
Ellsworth Air Force Base (“EAFB”) and details of the water meter pit; and

WHEREAS, the existing water meter pit at the connection point is located immediately
behind the curb and gutter in the City’s Anamosa Street and N. Maple Avenue right-of-way; and

WHEREAS, the City is undertaking a street reconstruction and improvement project of
the Anamosa Street and N. Maple Avenue right-of-way; and

WHEREAS, preliminary design work for the street reconstruction project indicates that
the road will be widened to add traffic lanes and that the grade of the intersection of Anamosa
Street and N. Maple Avenue will be lowered between 4 feet and 5 feet in elevation; and

WHEREAS, the water meter pit will have to be relocated to allow for the street
reconstruction; and

WHEREAS, the growth of the City and the infrastructure of the City’s water distribution
system has enabled the City to move the connection point closer to EAFB; and
WHEREAS, the USAF agrees that moving the water meter facility closer to EAFB is in its best interests; and

WHEREAS, in consideration of the foregoing, the parties wish to amend the Contract as set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the City and USAF agree as follows:

1. **New Metering Facility.** A new above ground metering facility shall be constructed by the City in the area of Seger Drive and Dyess Avenue, more particularly shown on Exhibit A-1-3. The connection to the metering facility shall be within the existing transmission main easement. The metering facility shall be enclosed within a secure structure sufficient to protect it from the elements and limit access to authorized persons only. The structure shall not be constructed within the existing easement. The new metering facility shall replace the existing metering arrangement, and from and after completion of its construction, all metering and billing shall be based upon the new metering facility.

2. **New Connection.** A new connection between the City’s water service system and USAF’s existing 16” transmission main shall be made at the site of the new metering facility. During construction of the facility, prior to connection to the EAFB 16” transmission main, the City shall submit, for review and approval, a plan to EAFB providing methods and scheduling of the connection.

3. **Connection Point.** The parties agree that the new connection near Seger Drive and Dyess Avenue shall be the only connection point for supplying water to EAFB. Use of the existing connection at N. Maple Avenue and Anamosa Street shall be discontinued.
4. **Ownership and Maintenance of Main.** USAF shall maintain ownership and retain responsibility for maintenance and repairs of the existing 16" transmission main from its beginning at Anamosa Street and N. Maple Avenue to its terminus at EAFB.

5. **Revised Exhibits.** Exhibit A-1-1, Delivery Point, dated March 1, 1971, and Exhibit A-1-2, Meter Pit, shall be replaced by new exhibits as follows:
   a. Exhibit A-1-3, Delivery Point – Seger Drive/Dyess Avenue, dated February 9, 2015; and

6. **Balance of Contract.** The Contract shall be amended as described in paragraphs 1-5 above. All other terms of the Contract shall remain unchanged. In the case of conflict of another portion of the Contract not amended herein with the amended sections above, the amended sections shall control. That certain amendment to the Contract dated June 3, 2013, is superseded by this Amendment, and upon execution of this Amendment, the June 3, 2013 amendment shall have no further force or effect.

7. **Entire Agreement.** This Amendment, along with the Contract, constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written.

8. **Counterparts.** This Amendment may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Amendment.
9. **Headings.** The headings and numbering of the different paragraphs of this Amendment are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision.

Dated this _____ day of _______________, 20__.

CITY OF RAPID CITY

__________________________
Mayor

__________________________
Finance Officer

(seal)

Dated this 5th day of May, 2016.

DEPARTMENT OF THE AIR FORCE

__________________________
GENTRY W. BOSWELL, Colonel, USAF
Commander, 28th Bomb Wing
"EXHIBIT A-1-3"

SE1/4 NE1/4

SW1/4 NW1/4

NE1/4 SE1/4

NW1/4 SW1/4

NE1/4 SW1/4

SE1/4 SE1/4

DYEES AVENUE

50' WIDE EASEMENT
FOR EAFB WATER TRANSMISSION MAIN

DELIVERY POINT
NEW CONNECTION

GOLDEN EAGLE
LOT 1
LOT 2
SUBDIVISION

20

21

28

1436.83'

SEGER DRIVE

EAFB WATER METER
FACILITY RELOCATION
PENNINGTON COUNTY, SD

F M G, Inc.
3700 Sturgis Road
Rapid City, SD 57702-0317
(605) 342-4105 FAX (605) 342-4222
www.fmgingeering.com

Sheet Title: EAFB WATER METER FACILITY RELOCATION
Sheet Number: 1

Surveyed By: JMG
Date: 08/21/13

Designed By: JMG

Drawn By: JMG

Checked By: JMG

File Number: 1004-R

FEBRUARY 6, 2015

SCALE: 1' = 400'

0 100' 200' 300' 400'

1/2000" to 1/1000" SCALE