MEMORANDUM

TO: Airport Board
FROM: Patrick Dame, C.M., Executive Director
DATE: August 9, 2022
RE: Amendment to Agreement with the City of Rapid City for Construction, Operation, and Maintenance of Sanitary Sewer Infrastructure

Attached is an Addendum to the Agreement between the Airport and Rapid City Public Works Department for the construction, operation and maintenance of the pending sewer main construction.

The Addendum further clarifies the specific obligations of the parties:

1) The Airport is required to operate the lift station by a licensed operator. This Addendum identifies the City as the Airport’s licensed operator for payment by the Airport to the City for labor and equipment costs.

2) The City will provide routine maintenance for all existing gravity sewer mains on Airport Property that are discharged into the lift station and the force main.

3) For these services, the Airport will pay the City $760.00 per month, subject to change in the future based on increased or decreased costs.

4) A Force Majeur clause was added to the agreement.

STAFF RECOMMENDATION: Staff recommends approval of the Amendment to the Agreement dated December 10, 2021, for Construction, Operation, and Maintenance of Sanitary Sewer Infrastructure between the City of Rapid City and the Rapid City Regional Airport.
AMENDMENT TO AGREEMENT FOR CONSTRUCTION AND OPERATION AND MAINTENANCE OF SANITARY SEWER INFRASTRUCTURE BETWEEN THE CITY OF RAPID CITY AND THE RAPID CITY REGIONAL AIRPORT

WHEREAS, the City of Rapid City ("City") and the Rapid City Regional Airport ("Airport") entered into an Agreement for Construction and Operation and Maintenance of Sanitary Sewer Infrastructure Between the City of Rapid City and the Rapid City Regional Airport ("Agreement") on December 10, 2021; and

WHEREAS, the Agreement provides that Airport shall operate and maintain all Improvements north (upstream) of the flow diversion manhole at the lift station, at Airport’s sole cost; and

WHEREAS, the parties wish to amend this provision to provide that Airport may pay City to operate and maintain all of the Improvements north (upstream) of the diversion manhole at the lift station, at an established rate; and

WHEREAS, the parties wish to make some additional minor changes to the Agreement to clarify the parties’ responsibilities.

NOW THEREFORE the parties hereby agree as follows:

This Amendment is intended to supplement the Agreement signed December 10, 2021. Except for any provision in the Agreement amended below, all remaining provisions in the Agreement remain in full force and effect.

SECTION 4.a.i. of the Agreement is hereby amended to read in its entirety as follows:

4.a.i. Licensed Operator of Lift Station. City shall operate the Improvements from the flow diversion manhole prior to the lift station to the force line’s connection with the City’s gravity main in Dunn Road. This obligation includes the City’s operation of the lift station by a licensed operator. The City shall operate the lift station in accordance with the manufacturer’s recommendations, with current best practices, and with the SD Surface Water Discharge Permit currently in force. The parties agree that Airport will not operate the lift station or otherwise have any obligation to provide a licensed operator for the lift station during the term of this Agreement. Payment by Airport for City’s labor and equipment costs to operate the lift station shall be as provided in Section 4.e.

SECTION 4.a.ii. of the Agreement is hereby amended to read in its entirety as follows:

4.a.ii. City Obligations for Routine Maintenance. The City shall provide routine maintenance for all Sanitary Sewer Improvements included in this Agreement as well as all existing gravity sewer mains located on the Airport property to be discharged into the lift station and the force main. Such routine maintenance shall include, but not be limited to, annual, or as needed, cleaning using a jet machine or jet vacuum machine; obstruction removal; TV inspections as needed; and repair of breaks in line or manhole components. Airport shall
provide City with access to Airport property for this maintenance of said sewer mains. City shall include these Improvements in its routine maintenance schedules and shall respond to calls for operation and maintenance of the same. The parties agree that the Airport’s sanitary sewage system shall be operated in accordance with the SD Surface Water Discharge Permit currently in force. Airport shall pay City in accordance with Section 4.e for City’s labor and equipment costs to perform routine maintenance on this infrastructure.

SECTION 4.b. of the Agreement, included below for reference only, is hereby deleted in its entirety.

4.b. Operation and Maintenance of Improvements from Airport System to Lift Station. Airport shall operate and maintain all Improvements north (upstream) of the flow diversion manhole at the lift station at Airport’s sole cost. See attached Exhibit B. City shall have no obligation to operate, maintain, repair, or service the Improvements north (upstream) of the diversion manhole at the lift station.

SECTION 4.e. of the Agreement is hereby added to read in its entirety as follows:

4.e. Airport Payment to City for Maintenance and Operation Costs. The parties have agreed that Airport shall pay Seven Hundred Sixty Dollars ($760.00) to the City on a monthly basis for the City’s costs to maintain and operate the sanitary sewer system included in this Agreement, including the gravity and force mains serving the Airport. If the City’s costs to perform this work change over the life of this Agreement, the parties may agree to increase or decrease this monthly payment. If Airport fails to pay City the amount required under this Section, the City may cease performing its obligations to operate and maintain the sanitary sewer system and/or may terminate this Agreement.

SECTION 8.i of the Agreement is hereby added to read in its entirety as follows:

8.i. Force Majeur. Neither of the parties to this Agreement shall be held liable or responsible to the other party nor be deemed to be breach of this Agreement for any delay or failure in fulfilling or performing any obligation under this Agreement when such delay or failure is resulting from circumstances beyond its reasonable control.

With exception of the provisions amended, added, and deleted above, the rest and remainder of the agreement shall remain in full force and effect, unchanged, as it existed prior to this amendment.
Dated this ________ day of ____________________, 2022.

CITY OF RAPID CITY

______________________________
Dale Tech, Public Works Director

Dated this ________ day of ____________________, 2022.

RAPID CITY REGIONAL AIRPORT

______________________________
Rod Pettigrew, Chair

ATTEST:

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Board Secretary, Robert Hall