

**FINANCIAL AND ROAD TRANSFER AGREEMENT
BETWEEN THE CITY OF RAPID CITY AND THE STATE OF
SOUTH DAKOTA**

Agreement No. _____

SECTION I - PURPOSE

An agreement for the purpose of funding transportation improvements and transferring segments of roads between the State of South Dakota and the City of Rapid City.

WHEREAS, the State of South Dakota hereinafter referred to as STATE and the City of Rapid City, hereinafter referred to as CITY, have agreed to the transfer of several segments of highways from the STATE to the CITY, and

WHEREAS, STATE and CITY mutually agree that in consideration for the above transfer, STATE will provide funding for improvements to the segments to be transferred and for improvements to the CITY'S transportation system, and

WHEREAS, STATE and CITY agree that improvements to the STATE and CITY transportation systems are vital to the development and business growth of western South Dakota,

WHEREAS, STATE and CITY agree that the highway segments listed in Section II of this AGREEMENT, and depicted in the attached map, will be transferred from STATE to CITY jurisdiction:

SECTION II - HIGHWAY SEGMENTS

US 16 B (Cambell St./East North Street) from 500 feet south of the centerline of Minnesota Street north to its junction with I-90, a distance of approximately 4.6 miles, including the St. Joseph Street ramps, except the structure over the railroad located approximately 0.3 miles south of St. Patrick Street.

SD 230 (Eglin Street) from its present junction with US 16B to its present junction with the Southeast Connector, a distance of approximately 2.1 miles, and the proposed new connection with Cheyenne Boulevard.

SD 238 (East St. Patrick Street) from its junction with US 16B (Cambell Street) to its junction with SD 44, a distance of approximately 1.3 miles.

SD 437 (Elk Vale Road) from its new junction with Concourse Drive to just north of SD 44, a distance of approximately 0.3 miles. (Previously agreed to on SE Connector Agreement 612802.)

Beale Street from Dyess Avenue to SD 230 (Eglin Street), a distance of 0.8 miles.

US 16B west Frontage Roads from Oregon Street south to approximately 400' south of Richland Drive, a distance of approximately 0.3 miles.

Dyess Avenue from Eglin Street to Beale Street, a distance of approximately 0.1 miles.

SECTION III - RESPONSIBILITIES

NOW, THEREFORE BE IT RESOLVED that the STATE and CITY agree to the following:

A. STATE will perform the following:

A1. Reconstruct Exit 60 in 2005 to provide westbound I-90 access and connection to Mall Drive.

A2. Provide funding and construction of East North Street from Exit 60 north to Mall Drive and reconstruction of Hwy 16B (East North St.) from southwest of East Anamosa Street to Exit 60. For this segment, STATE will provide a 5 lane undivided section from southwest of East Anamosa Street, north to Mall Drive. Plans for this extension will be included in the Exit 60 project with planning, design, right-of-way, and construction to be provided by the STATE. The estimated cost of this extension of East North Street from East Anamosa Street to Mall Drive is \$2.5 million.

A3. Provide CITY with \$4.9 million in funding for the construction of Mall Drive in 2005.

A4. Extend Elk Vale road between Exit 61 to approximately 500' north of Mall Drive when Exit 61 is reconstructed in 2007. The Elk Vale extension to shall be compatible with segment capacity of the SE Connector through I-90. STATE agrees to pay for planning, design, right-of-way, and construction of this extension. This Elk Vale Road segment extension to 500' north of Mall Drive is anticipated to cost \$0.400 million. Extension of Elk Vale Road to 500' north of Mall Drive is contingent upon the successful completion of an overall agreement between CITY, City of Box Elder and Pennington County that addresses the jurisdiction of Elk Vale Road from Exit 61 to Mall Drive.

A5. Repair the existing concrete surface and place asphalt concrete on SD 238 (St. Patrick Street) between US 16B and SD 44 and resurface SD 437 (Elk Vale Road) with asphalt concrete from north of SD Hwy 44 to Concourse Drive. Estimated cost for the roadway resurfacing is \$0.900 million.

A6. Reconstruct US 16B (Cambell St.) to a five lane concrete surface from SD 238, south to Minnesota Street. The STATE agrees to retain ownership of the structure over the railroad on US 16B and will provide funding and oversight of major items such as deck replacement, guardrail upgrade, bridge inspection, deck overlays and structure replacement.

A7. Resurface SD 230 (Eglin Street) with asphalt concrete from just east of Dyess Avenue to Elk Vale Road. Estimated cost of the roadway resurfacing is \$0.350 million. The STATE also agrees to resurface Dyess Avenue from Eglin Street to Beale Street with asphalt concrete.

A8. Realign Eglin Street from Lowry Lane to the southeast across the railroad (approximately total length of 1000 feet). STATE to pay for planning, design, right-of-way, and construction of this section. Remainder of relocated Eglin Street to Cheyenne Boulevard connection is to be performed by others as development occurs.

A9. Fund 50% of the construction costs for work within the US 16B right-of-way to resolve a potential drainage issue on US 16B near Dodgetown.

A10. Obliterate Offutt Street from Exit 60 to Exit 61 after completion of Mall Drive from East North Street to Elk Vale Road.

A11. Resurface Beale Street with asphalt concrete from Dyess Avenue to Eglin Street.

A12. Initiate legislation for the South Dakota Legislature which will remove the above segments from the state maintained highway system and transfer them to the CITY.

A13. Transfer the absolute ownership of right-of-way and continuing maintenance for US 16B, SD 230, SD 238, SD 437, Beale Street, Dyess Avenue, and the US 16B west frontage roads described in Section II of this AGREEMENT to the CITY. Timing of the transfer will be in accordance with Section IV of this AGREEMENT.

B. CITY will perform the following:

B1. Submit periodic billings to the STATE for the construction of Mall Drive up to the maximum of \$4.9 million.

B2. Support legislation before the South Dakota Legislature as described in Section A12 of this AGREEMENT.

B3. Accept absolute ownership and continuing maintenance of US 16B, SD 230, SD 238, SD 437, Beale Street, Dyess Avenue and the US 16B frontage roads described in Section II of this AGREEMENT. The CITY also agrees to accept jurisdiction for these routes in accordance with the timing detailed in Section IV of this AGREEMENT.

B4. Provide routine maintenance of the structure over the railroad on US 16B (Cambell St.) including items such as snow and ice removal, guardrail repairs, and approach repairs or replacement.

B5. Participate in negotiations between the CITY, City of Box Elder, and Pennington County that produces a jurisdictional agreement for Elk Vale Road from Exit 61 to Mall Drive.

B6. Be the lead agency and provide funding for planning, design, and right-of-way costs associated with resolution of a potential drainage issue on US16B (Cambell St.) near Dodgetown. The CITY also agrees to provide funding for the construction cost over and above the STATE funding provided in Section III A9.

B7. Provide services in compliance with the Americans with Disabilities Act of 1990.

B8. Require an internal street network as development occurs within the property north of Interstate 90 and east of Dyess Street that will allow removal of Offutt Street once Mall Drive is completed to Elk Vale Road.

SECTION IV – SEGMENT TRANSFER TIMING

The CITY will assume absolute responsibility for operation and maintenance of the highway segments listed in Section II of this AGREEMENT upon completion of Phase 2 of the SE Connector except as noted below:

US 16B (Cambell Street) - The STATE shall maintain each of the roadway surfaces from Minnesota Street to St. Patrick Street and from east of East North Street intersection to I-90 until the proposed reconstruction of each these sections of US 16B are completed.

SD 230 (Eglin Street) - The STATE shall maintain the roadway surface until reconstruction of Exit 60 & Exit 61 is complete and the proposed resurfacing work is complete.

SD 238 (St. Patrick Street) - The STATE shall maintain the roadway surface until the proposed resurfacing work is complete.

SD 437 (Elk Vale Road) - The STATE shall maintain the roadway surface until the proposed resurfacing work is complete.

Beale Street – The STATE shall maintain the roadway surface until the proposed resurfacing work is complete.

US 16B west Frontage Roads – The STATE shall maintain the roadway surface until US 16B from St. Patrick Street to Minnesota Street is reconstructed.

SECTION V – CONTRACTUAL

This AGREEMENT is binding upon the signatories hereto not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of STATE and CITY to enter the same.

Neither this AGREEMENT nor any interest therein shall be assigned, sublet or transferred unless written permission to do so is granted by the STATE.

This AGREEMENT shall be effective on the date of signature by the Secretary of Transportation.

In the event the AGREEMENT is terminated by the STATE for fault on the part of the CITY; the AGREEMENT shall be null and void.

The STATE and CITY have the option to and right to terminate or cancel the entire AGREEMENT if both parties agree thereto in writing.

Any dispute concerning this AGREEMENT between the parties hereto shall be referred to the Secretary of Transportation or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties of this AGREEMENT.

CITY COUNCIL
CITY OF RAPID CITY

SOUTH DAKOTA DEPARTMENT OF
TRANSPORTATION
TRANSPORTATION COMMISSION

BY: _____
Jim Shaw, Mayor City of Rapid
City

BY: _____
Dennis Landguth, Secretary

DATE: _____

DATE: _____

ATTEST: _____
City Finance Officer

BY: _____
Director, Division of Planning and
Engineering

APPROVED AS TO FORM

Assistant Attorney General

Route Exchange

US Route 16B in Rapid City, S.D.

- █ - Proposed City Responsibility Portion of Existing US16B
- █ - Proposed US 16B State Responsibility
- █ - Proposed City Responsibility SD238
- █ - Proposed City Responsibility SD230
- █ - Proposed City Responsibility SD437
- █ - Proposed City Responsibility Beal Street
- █ - Proposed Removal
- █ - Proposed City Responsibility Hwy 16B Frontage Roads
- █ - Proposed City Responsibility Dyess Ave.

