

**AGREEMENT BETWEEN THE  
CITY OF RAPID CITY  
AND THE  
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
FOR ACCOMPLISHING THE RAPID CITY AREA  
TRANSPORTATION PLANNING PROCESS**

THIS AGREEMENT is entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the City of Rapid City, South Dakota, referred to in this Agreement as the "MPO," for the purpose of providing partial funding of the metropolitan planning area study activities scheduled to be performed during calendar year (CY) 2013, as outlined in the CY 2013 Unified Planning Work Program, attached to and made a part of this Agreement by reference, using planning funds available from apportionments made under Title 23, United States Code, Section 104, subsection f(4) and Title 49, United States Code, Section 5303.

**BACKGROUND:**

1. The Governor of the State of South Dakota has designated the MPO as being responsible for carrying out the provisions of Section 134 of Title 23 of the U.S.C. and Section 5303 of Title 49 of the U.S.C.;
2. Federal-Aid Highway and Transit Planning Funds have been apportioned to the STATE for reimbursement of MPO activities;
3. The MPO, acting on behalf of the local units of government, and the STATE, want to cooperate to reach formal agreement on the objectives, organization, work program preparation, and Federal-Aid reimbursements for the Transportation Planning Process; and,
4. The MPO and the STATE will prepare a mutually acceptable Unified Planning Work Program which must be adopted by the MPO.

In consideration of the foregoing, the parties agree as follows:

1. Scope of Work
  - A. The work to be performed under the terms of this Agreement for the Rapid City Metropolitan Transportation Planning Process will be conducted in accordance with the CY 2013 Unified Planning Work Program incorporated in this Agreement by reference as **Attachment D**.
  - B. MPO Responsibilities:
    - 1) The MPO, acting by and through the Executive Policy Committee, is responsible for administration of the planning process in accordance with Section 134 of Title 23 of the U.S.C. and Section 5303 of Title 49 of the U.S.C.
    - 2) The MPO will provide a Secretary for the Citizens Advisory Committee, Technical Coordinating Committee, and the Executive Policy Committee meetings (held for purposes of Transportation Planning relative to Section 134 of Title 23 of the U.S.C.

and Section 5303 of Title 49 of the U.S.C.) to record committee action and to distribute meeting minutes to committee members and other interested persons.

- 3) The MPO will assure the accomplishment of work activities identified in the Unified Planning Work Program.
- 4) The MPO will schedule and conduct meetings and conferences pertaining only to Transportation Planning relative to Section 134 of Title 23 of the U.S.C. and Section 5303 of Title 49 of the U.S.C.
- 5) The MPO will review work activities and involve the principal participants and other interested groups in a continuing, cooperative, and comprehensive Transportation Planning that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals.
- 6) The MPO will submit technical documents and manuals prepared for use in accomplishing work activities to the Citizens Advisory Committee and the Technical Coordinating Committee for its review and comment. Upon completion of the Citizens Advisory Committee's and the Technical Coordinating Committee's review, the technical documents and manuals will then be submitted to the Executive Policy Committee for review and comment.
- 7) The MPO will disseminate information on all documents prepared under this Agreement to the local members for their review and comments:

C. STATE Responsibilities:

- 1) The STATE will administer the funds apportioned to South Dakota in accordance with FEDERAL HIGHWAY ADMINISTRATION Policies and procedures for Section 134 Title 23, U.S.C. and FEDERAL TRANSIT ADMINISTRATION Policies and procedures for Section 5303 of Title 49 of the U.S.C.
- 2) The STATE will provide staff assistance to the MPO and other assistance as necessary to implement the Unified Planning Work Program.
- 3) The STATE will transmit to the MPO any documents developed by the STATE that affect the local governmental entities comprising the MPO for review prior to submittal to the FEDERAL HIGHWAY ADMINISTRATION and FEDERAL TRANSIT ADMINISTRATION to assure that the local concerns are properly addressed.

2. Duration of Agreement

This Agreement covers the period from January 1, 2013, to April 30, 2014, unless terminated earlier pursuant to the terms of this Agreement.

3. Payment Procedures

- A. The maximum limiting amount will not exceed Six Hundred Eleven Thousand, Three Hundred Sixty-three Dollars (\$611,363), and cannot be exceeded by the combined vouchering of the participating parties in the Rapid City Transportation Planning Process and for which this Agreement will be effective.

- B. The maximum distribution of FEDERAL HIGHWAY ADMINISTRATION Planning Funds is Six Hundred Eleven Thousand, Three Hundred Sixty-three Dollars (\$611,363) for which this Agreement will regulate and be accountable for are as follows, until amended, for work in the CY 2013 Unified Planning Work Program.
- C. The STATE will provide compensation to the MPO on a cost reimbursement basis for the federal-participating share for eligible costs incurred for work activities in the approved CY 2013 Unified Planning Work Program. Compensation for Planning Funds will be on a cost reimbursement basis by payment of 81.95 percent of the total eligible costs incurred for work activities in the approved CY 2013 Unified Planning Work Program. Eligible costs are defined in 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- D. The STATE will make payment to the MPO not more than once every four (4) weeks for costs incurred for services performed under this Agreement. The MPO will submit direct vouchers within twenty (20) days following the end of the period covered by the account. The direct vouchers will be the basis of payment and will include supporting documentation for all allowable costs. Duly authorized representatives of the STATE will provide an interim audit of each voucher. The STATE, upon receipt of the direct vouchers, will provide payment to the MPO of all allowable, documented costs within thirty (30) days of receipt of the voucher. Costs documented at a later date may be reimbursed on a subsequent voucher.
- E. The MPO agrees that employees of the MPO whose time is directly assignable to the program will keep and sign a time record showing the element of the program, date and hours worked, and title of position.
- F. The MPO will charge specific work items as contained in the approved CY 2013 Unified Planning Work Program. The MPO will provide the STATE with the MPO'S annual progress report.

4. Travel

All travel by the MPO which will use funds in accordance with this Agreement will be on the basis of the company policy and also subject to preauthorization by the STATE. Estimates of travel by the MPO staff which will use funds in accordance with the Agreement for CY 2013 are identified in the CY 2013 Unified Planning Work Program.

5. Unified Planning Work Program Acceptance and Modification

- A. Changes in the program may be made only after consultation with and approval in writing by the parties to this Agreement, the FEDERAL HIGHWAY ADMINISTRATION, and the MPO'S Board.
- B. Decisions affecting the composition, scope, and duration of the work will be subject to approval by the parties to this Agreement prior to proceeding with the program.
- C. If, as project work progresses, major changes are deemed necessary, adjustment for pay or modification in the scope of the work will be by a letter supplement to this Agreement.

6. Reports

Reports will be prepared as outlined in the Unified Planning Work Program, reviewed by the participating agencies, and then made available to the MPO'S Board.

7. Inspection of Work

The STATE and the MPO will, at all times, be accorded proper facilities for review and inspection of each other's work as outlined in the approved CY 2013 Unified Planning Work Program. In addition, the STATE and the MPO will also, at all times, provide proper facilities for review and inspection of this same work to authorized personnel of the FEDERAL HIGHWAY ADMINISTRATION and FEDERAL TRANSIT ADMINISTRATION.

8. Records and Audits

- A. All charges will be subject to audit in accordance with current STATE procedures and CFR Title 48, part 31.2.
- B. The MPO will maintain an accurate cost accounting system for all costs incurred under this Agreement, and costs will be clearly identified with activities performed under this Agreement.
- C. Upon reasonable notice, the MPO will allow STATE or FEDERAL HIGHWAY ADMINISTRATION representatives to have access to and the right to examine all records of the MPO related to this Agreement during the MPO'S normal business hours. The MPO will keep all records for a period of three (3) years after the date of final payment by STATE under this Agreement and all other pending matters are closed.
- D. If the MPO expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds during any MPO calendar year covered under this Agreement, the MPO will be subject to the single agency audit requirements of the U. S. Office of Management and Budget (OMB) Circular A-133. If the MPO expends less than Five Hundred Thousand Dollars (\$500,000) in federal funds during any MPO calendar year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions.

9. Ownership of Data

Documents and all products of this Agreement are to be the joint property of those participating in the Transportation Planning Process.

10. Publication or Release of Information

- A. The MPO will not copyright material developed under this Agreement without written authorization from the STATE, the FEDERAL HIGHWAY ADMINISTRATION and the FEDERAL TRANSIT ADMINISTRATION. The STATE, the FEDERAL HIGHWAY ADMINISTRATION, and the FEDERAL TRANSIT ADMINISTRATION reserve a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work under this Agreement for government purposes.
- B. Either party to the Agreement may initiate a request for publication of any report or portion thereof. In the event of failure of agreement between the STATE and the MPO, each party reserves the right to publish independently, in which event nonconcurrence of the other party will be set forth, if requested.

- C. All reports published by the STATE or the MPO will contain a credit reference to the FEDERAL HIGHWAY ADMINISTRATION and FEDERAL TRANSIT ADMINISTRATION such as "prepared in Cooperation with the U.S. Department of Transportation, Federal Highway Administration and Federal Transit Administration."

11. Claims

The MPO will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the MPO to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees. It is further agreed that no employee of either party, while engaged in the performance of any work or services, will be considered an employee of the other party, and no claim that may or might arise under the South Dakota Workers' Compensation Act on behalf of said employee, while so engaged on any of the work or services provided to be rendered in this Agreement, will be the obligation or responsibility of the other party.

12. Subcontracting

The MPO, with the MPO'S own staff or by subcontract with other public agencies, will perform work valued at not less than fifty percent (50%) of the contract amount excluding specialized services. The MPO will submit to the STATE all agreements or contracts pertinent to the Work Program and subject to partial reimbursement under this Agreement for review and approval prior to final execution and will be approved by the MPO'S Board. All subcontracts must contain all of the provisions of this Agreement.

13. Nondiscrimination/ADA

The MPO will comply with the requirements of Title 49, CFR Part 21 and Title VI of the Civil Rights Act of 1964, the latter identified as **Attachment A**, attached to and made a part of this Agreement. The MPO will submit, upon request, quarterly Title VI (Civil Rights) State of Contractor reports to the STATE. The MPO will provide services in compliance with the Americans With Disabilities Act of 1990, and any amendments.

14. Certification for Grants, Loans, and Cooperative Agreements

The MPO will comply with the requirements identified in **Attachment B**, attached to and made a part of this Agreement.

15. Certification for Debarment, Suspension and Other Responsibility Matters

The MPO will comply with the requirements identified in **Attachment C**, attached to and made a part of this Agreement.

16. Termination

Either party may terminate this Agreement by providing thirty (30) days' written notice to the other.

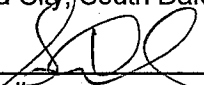
17. Availability of Funds

The payment of public funds under this Agreement is subject to the availability of MPO FEDERAL HIGHWAY ADMINISTRATION and FEDERAL TRANSIT ADMINISTRATION Planning Funds appropriated by Congress.

- 18. The MPO has designated its Chairman as the MPO'S authorized representative and has empowered the Chairman with the authority to sign this Agreement on behalf of the MPO. A copy of the MPO'S board minutes or resolution authorizing the execution of this Agreement by the Chairman as the MPO'S authorized representative is attached to this Agreement as **Attachment E**.

The parties have caused this Agreement to be executed by their proper officers and representatives.

City of Rapid City, South Dakota

By:   
Sam Koelker

Its: Mayor

Date: 11-5-12

Attest:

  
City Finance Officer/Clerk

(City Seal)

Approved as to Form:

  
City Attorney

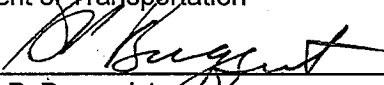
Rapid City Metropolitan Planning Organization

By:   
Nancy Troutman

Its: Chairman, Executive Policy Committee

Date: 12-11-12

State of South Dakota  
Department of Transportation

By:   
Darin P. Bergquist

Its: Secretary

Date: 12/14/12

Recommended By:

  
Mike Behm, Project Development Engineer

Approved as to Form:

  
Special Assistant Attorney General

## ATTACHMENT A

### ASSURANCE WITH REGARD TO THE CIVIL RIGHTS ACT OF 1964 AND THE U.S. DEPARTMENT OF TRANSPORTATION, TITLE 49, CODE OF FEDERAL REGULATIONS, PART 21

During the performance of this contract, the MPO, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor will comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereinafter incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, national origin, sex, age, or disability.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the South Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the South Dakota Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain this information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, the South Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the South Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event of a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the South Dakota Department of Transportation to enter into such litigation to protect the interests of the State of South Dakota, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT B

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The MPO certifies, to the best of MPO'S knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the MPO, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The MPO will require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



ATTACHMENT C

CERTIFICATION FOR DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The MPO, as a recipient of FEDERAL HIGHWAY ADMINISTRATION and FEDERAL TRANSIT ADMINISTRATION funds, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

The MPO certifies that if it becomes aware of any later information that contradicts the statements of paragraph (1) through (4) above, it will promptly inform FHWA or South Dakota Department of Transportation.

Attachment D

# Rapid City Area Metropolitan Planning Organization

## 2013 UNIFIED PLANNING WORK PROGRAM



Prepared by the  
City of Rapid City, City of Box Elder,  
City of Summerset, City of Piedmont,  
Pennington County, Meade County,  
South Dakota Department of Transportation

In cooperation with the  
U.S. Department of Transportation  
Federal Highway Administration  
Federal Transit Administration

*“The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.”*

*Rapid City Metropolitan Planning Organization provides services without regard to race, color, gender, religion, national origin, age or disability, according to the provisions contained in SDCL 20-13, Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994.*

*Any person who has questions concerning this policy or who believes they have been discriminated against should contact the Human Relations Commission at 394-4110.*

**Table of Contents**

**General Acronyms .....iv**

**Introduction ..... 1**

**Metropolitan Planning Organization Structure .....1**

**Metropolitan Planning Organization Map.....2**

**Federal Guidelines – MAP-21 Considerations .....4**

**Funding .....5**

**2013 UPWP Work Activities**

**Personnel Services .....6**

**Professional Services/Consultants..... 11**

**Capital Resources .....12**

**2013 UPWP Budget .....13**

## General Acronyms

<b>3-C</b>	Continuing, Comprehensive and Cooperative Transportation Planning
<b>ADA</b>	Americans with Disabilities Act of 1990. Mandates changes in building codes, transportation, and hiring practices to prevent discrimination against persons with disabilities. This act affects all existing and new public places, conveyances, and employers. The significance of ADA in transportation will be most apparent in transit operations, capital improvements, and hiring practices.
<b>BIT</b>	South Dakota Bureau of Information and Telecommunications
<b>CAC</b>	Citizens' Advisory Committee of the Metropolitan Planning Organization
<b>CFR</b>	Code of Federal Regulations
<b>CIP</b>	Capital Improvement Program
<b>EPC</b>	Executive Policy Committee of the Metropolitan Planning Organization
<b>FDP</b>	Fugitive Dust Plan
<b>FHWA</b>	Federal Highway Administration
<b>FTA</b>	Federal Transit Administration
<b>FY</b>	Fiscal Year
<b>GIS</b>	Geographic Information Systems
<b>ITS</b>	Intelligent Transportation Systems
<b>LRTP</b>	Long Range Transportation Plan
<b>LTP</b>	Local Transportation Programs
<b>MPO</b>	Metropolitan Planning Organization
<b>PL</b>	Metropolitan Planning Funds that have been set aside for transportation planning activities in Urbanized Areas.
<b>RFP</b>	Request for Proposals
<b>MAP-21</b>	Moving Ahead for Progress in the 21 <sup>st</sup> Century. This two-year highway bill was approved in the year 2012, and carries on the previously

established emphasis towards developing a balanced transportation system, including public transit, bicycle and pedestrian modes, and environmental and social consequences.

**SDDOT** South Dakota Department of Transportation

**Section 5303** Federal Transit Administration mass transportation planning funds.

**Section 5307** Federal Transit Administration program that provides capital and operating assistance to urbanized areas.

**Section 5310** Federal Transit Administration program that provides capital assistance to organizations that provide transportation services to elderly and disabled persons.

**STIP** State Transportation Improvement Program

**TAZ** Traffic Analysis Zone

**TCC** Technical Coordinating Committee of the Metropolitan Planning Organization

**TDP** Transit Development Plan

**TIP** Transportation Improvement Program

**USC** United States Code

**UPWP** Unified Planning Work Program

**USDOT** United States Department of Transportation

## **Introduction**

The purpose of the Unified Planning Work Program (UPWP) is to describe the annual activities, planning studies, and products to be developed by the Metropolitan Planning Organization (MPO) over a one-year period. The UPWP identifies who will be involved with the work tasks and the anticipated product or outcome. The UPWP also identifies funding for these tasks which includes total programmed expenditures for each one. The MPO and its coordinating agencies work together to define work activities which will be performed over the year. The City of Rapid City oversees this work program in accordance with the agreements among the City of Rapid City, the City of Box Elder, the City of Summerset, the City of Piedmont, Pennington County and Meade County. The South Dakota Department of Transportation (SDDOT), Ellsworth Air Force Base, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) and the local school districts also participate in the development of the UPWP as members of the Technical Coordinating Committee.

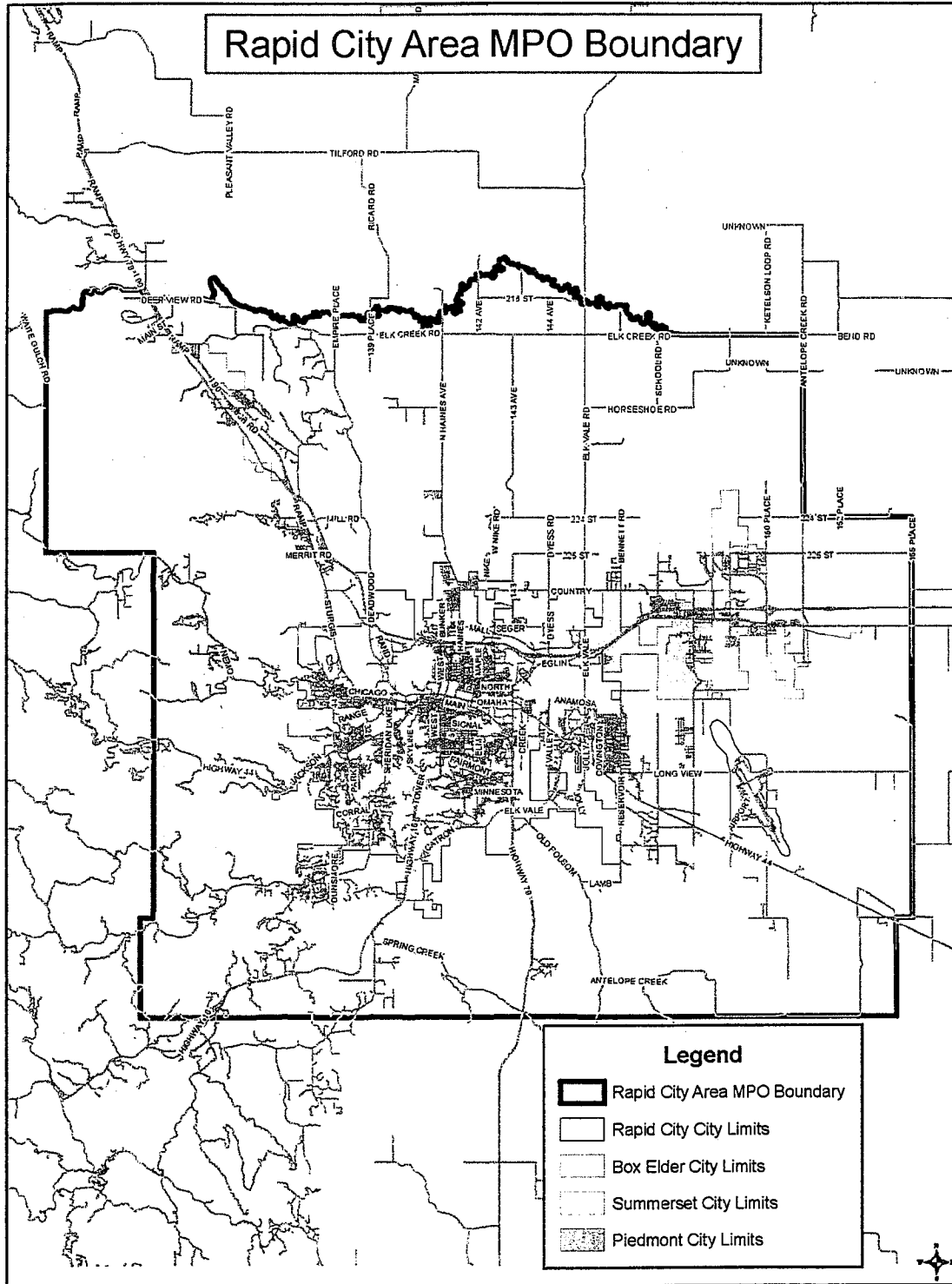
Input from local entities is pursued during the development of the UPWP to ensure all transportation issues within the Rapid City MPO boundary are considered. A boundary map is included for reference. It is important to obtain input from the FHWA, the SDDOT, the City of Rapid City, the City of Box Elder, the City of Summerset, Pennington County, Meade County and Rapid Transit to ensure the work program covers all aspects of transportation.

Once the state allotments have been established by the FHWA and the FTA, the MPO funding allocation is developed by the SDDOT in conjunction with the South Dakota MPOs. The FHWA and FTA approve the allocation amount and a contract is entered between the MPOs and the SDDOT to conduct the work tasks found in the UPWP.

## **Metropolitan Planning Organization Structure**

Effective transportation planning requires coordination and integration of all modes of travel. Good planning also involves input from the community to ensure common goals and community interests are addressed. The MPO process includes citizens, technical experts and elected officials in adopting planning documents. The organizational structure consists of the Citizens' Advisory Committee (CAC), the Technical Coordinating Committee (TCC), and the Executive Policy Committee (EPC). This structure allows input from all three groups for transportation decisions.

The CAC is comprised of private citizens whose involvement concerning transportation issues provides valuable input into the planning process. This committee ensures that the public is included in the transportation planning process and that public interests are considered in regional transportation decisions. Membership of the CAC consists of nine voting members representing various sections of the Rapid City Area MPO community. The current membership of this committee is as follows:





<b>Citizens' Advisory Committee Members</b>		
Sandra Burns	Aaron Sanders	Bob Burns
Tom Bodensteiner	Adeline Kalmbach	Matthew Fitting
Ray Dvorak	Ann Van Loan	Mike Pendo
Wes Rick	Kathy McDaniel	

The TCC consists of planners, engineers, safety officials, airport officials, school officials and representatives from federal and state agencies who all provide technical review and guidance to the MPO. This group makes recommendations to the EPC concerning the adoption and approval of all transportation plans and programs such as the Long Range Transportation Plan, the Transportation Improvement Program, and various reports, studies and plans developed for the MPO. The current active membership of the TCC is as follows:

<b>Technical Coordinating Committee Members</b>
Rapid City Community Planning and Development Services Department, Long Range Planning;
Rapid City Public Works Department, Engineering Division;
Rapid City Public Works Department, Traffic Engineer;
Rapid City Public Works Department, Street Division;
Rapid City Public Works Department, Urban Systems Engineer;
Rapid City Public Works Department, Rapid Transit Manager;
Rapid City Regional Airport Administration;
Rapid City Police Department, Traffic Division;
Rapid City Community Planning and Development Services Department, Current Planning;
Rapid City School District;
Pennington County Planning Department;
Pennington County Drainage Coordinator;
Pennington County Highway Department;
Pennington County Sheriff's Office;
Meade County Director of Equalization;
Meade County Sheriff's Department;
Meade County Highway Department;
Meade County Transportation Committee;
Meade School District 46-1;
City of Box Elder Planning Department;
City of Box Elder Public Works Department;
City of Box Elder Police Department;
City of Summerset Finance Office;
City of Summerset Mayor;
Douglas School District;
Ellsworth Air Force Base;
SDDOT, Division of Planning and Engineering;
SDDOT, Office of Local Transportation Programs;
SDDOT, Division of Operations, Regional Engineer;

\*FHWA

\*Denotes non-voting membership

The EPC is the decision making body of the MPO and is composed of locally elected officials, representatives from federal and state agencies, and other agencies interested in transportation planning for the region. The primary function of this group is to ensure federal guidelines are followed and that the development of the regional transportation system follows a coordinated, continuing, cooperative and comprehensive process. The current membership of the EPC includes the following:

<b>Executive Policy Committee Members</b>
Mayor, City of Rapid City
Mayor, City of Box Elder
Vice-Chairman, Pennington County Commission
Representative, Pennington County Commission
Chairman, Meade County Commission
Representative, Meade County Commission
Representative, Rapid City Council
Representative, Box Elder City Council
Representative, Rapid City Regional Airport
Representative, South Dakota Transportation Commission
*SDDOT – Division of Planning and Engineering
*Federal Highway Administration
*Ellsworth Air Force Base

\* Denotes non-voting membership

The three committees operate under the Federal regulations established by the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21). These regulations define the procedures and organization of the MPO process.

### **Federal Guidelines – MAP-21 Considerations**

Included with MAP-21 are eight (8) factors required for consideration in the planning process. The UPWP includes work tasks to be accomplished over the fiscal year which will address these requirements. These eight (8) factors include:

1. Supporting the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increasing the safety of the transportation system for motorized and non-motorized users.
3. Increasing the security of the transportation system for motorized and non-motorized users.

4. Increasing the accessibility and mobility options available to people and for freight.
5. Protecting and enhancing the environment, promoting energy conservation, and improving the quality of life.
6. Enhancing the integration and connectivity of the transportation system, across and between modes, for people and freight.
7. Promoting efficient system management and operation.
8. Emphasizing the preservation of the existing transportation system.

## **Funding**

Each section of the UPWP indicates the entities responsible for participating in the task activities. Each task includes the 2013 work activities to be completed. FHWA and FTA planning (PL) funds budgeted in this program are based on the estimated 2013 allocation and distribution formula as agreed upon by the MPO member agencies and the SDDOT and are to be spent solely on MPO tasks. Funds shown throughout this work program are provided through an agreement between SDDOT and the City of Rapid City, as the fiscal agent, for local government agency participation as part of a 23 U.S.C. Section 104, subsection f(4) and Title 49, U.S.C., Section 5303 grant for public transportation planning. Both sources of funds are matched by the entity utilizing the funds. The current matching ratios are as follows:

Federal planning (PL) funds:	81.95%
Local match:	18.05%

A comprehensive budget is contained at the back of this document. The budget sheet identifies individual tasks, programmed funds for each task and the funding source. All UPWP activities may allow contracts with outside parties upon receipt of approval of the SDDOT and the EPC.

An Annual Report, prepared within 90 days after the end of each calendar year, will contain the financial statements of the Rapid City MPO's UPWP. The report will include a summary of staff activities accomplished over the previous year.

## **2013 UPWP Work Activities**

### **Personnel Services**

These UPWP activities directly relate to a comprehensive, cooperative and continuing planning process emphasized within MAP-21, one that promotes, preserves and produces an efficient intermodal transportation system, supporting economic development while improving security and safety.

**2013 Work Activities:**

1. Staff will participate in the 2013 Rapid City Area MPO Transportation Planning Certification Process. The SDDOT will conduct a certification review with the MPO on an as-needed basis. The EPC will self-certify the local transportation planning process. Environmental justice compliance will be addressed as part of the certification review.
2. Staff will coordinate the execution of the annual planning agreements among the SDDOT, City of Rapid City, City of Box Elder, City of Summerset, City of Piedmont, Meade County and Pennington County.
3. Staff will coordinate and develop the 2014 Rapid City Area MPO UPWP. The cost of staff time, public notices, and printing costs will be included in this activity.
4. Staff will coordinate with the SDDOT to consolidate all consultant contracts and unobligated funding into the current UPWP.
5. Staff will prepare demographic profiles based on best available information (2010 US Census Bureau and local building permit data) to enhance the environmental justice requirements.
6. Staff will prepare the update to the Fugitive Dust Plan as needed.
7. Staff will continue updating and revising MPO planning documents as needed including, but not limited to, the Participation Plan, the Operations Plan, the Bikeway/Walkway Plan, the Transit Development Plan, the Coordinated Public Transit – Human Service Transportation Plan, the Functional Classification Map and the Long Range Transportation Plan.
8. Staff will maintain the MPO's accounting and vouchering system, whereby participants in the local transportation planning process are reimbursed for eligible transportation planning work activities.
9. Staff will monitor work activities outlined in the 2013 UPWP and submit vouchers either monthly or quarterly for reimbursement of eligible transportation planning work activities.
10. Staff will monitor the implementation of grant activities and present UPWP budget amendments as necessary.
11. Staff will attend committee meetings, transportation planning meetings, and public meetings throughout the planning year. Staff will discuss and distribute information regarding the transportation planning process and transportation improvements.

12. Staff will continue to participate in regular meetings with non-profit transportation providers to assist with the development, implementation and monitoring of the Coordinated Public Transit Human Service Transportation Plan.
13. Staff will undertake supporting activities of the MPO committees and the planning process including, but not limited to, coordinating and staffing meetings and public hearings, developing committee agendas and taking meeting minutes, assembling and distributing meeting packets, posting and publishing public notices, developing reports and documents, managing committee membership, maintaining the Transportation Planning website, and distributing information.
14. Staff will attend/participate in various training courses, conferences, seminars, workshops and other activities related to professional development. The cost of training, travel and lodging, including staff time will be included in this activity. In-state and out of state travel must be approved by the SDDOT via written travel request and justification in advance of the event. E-mail correspondence is an acceptable form of transmittal.
15. Staff will participate in FHWA, FTA, and/or SDDOT training opportunities and events which pertain to the operations and planning process of the Rapid City Area MPO.
16. Staff, when requested, will assist member agencies of the MPO with the development of their Comprehensive Plans. Assistance provided under the UPWP will be limited to land use assessments, street plan updates, tasks associated with the development of the travel demand model and the preparation of GIS generated maps.
17. Staff will assist communities within the MPO in the preparation of GIS maps for land use data on an as needed basis.
18. Staff will develop, monitor and maintain the GIS database and TAZ data for the MPO area.
19. Staff will participate in agency professional memberships and subscriptions related to transportation planning.
20. Staff will review USDOT regulations, guidance, and circulars, and review best practices information, from other sources, to ensure compliance with regulations.
21. Staff will maintain inventories of transportation information required for transportation planning. Specific inventories include traffic counts and turning movement counts. New data will be gathered and existing inventories will be updated and shall be available for MPO functions.
22. MPO member agencies may maintain inventories of data necessary for transportation planning. Inventories may include traffic counts, turning movement counts and crash statistics. This data will be collected and updated for MPO use.

23. Traffic information, inventories and data gathering efforts will be coordinated with staff and transportation specialists from the SDDOT.
24. Staff will cooperate with SDDOT efforts to expand the Global Positioning System (GPS) control for South Dakota. As GPS data becomes available, it will continue to be used to establish accurate GIS position data.
25. Staff will maintain and update geographic information systems base inventory maps of the natural and man-made resources, features, and environmentally sensitive areas that could be adversely affected by changes in the region's transportation system. GIS staff will continue to expand the use of coordinate geometry to input plat information.
26. Staff will work to update aerial photography within the MPO Area.
27. Staff will continue to add land use and socio-economic data to the GIS database.
28. City and County staff will review proposed land use changes and developmental proposals to determine their anticipated effects on the existing and future transportation system.
29. Staff will update socio-economic data, prepare socio-economic forecasts, and prepare the residential land use reports.
30. Staff will collect data needed to conduct transportation planning tasks identified in the UPWP.
31. Staff will conduct public involvement activities as identified in the Participation Plan.
32. Staff will maintain the travel demand forecasting model and use the updated model to review transportation decisions.
33. Staff will analyze impacts related to land use and transportation system coordination on a corridor/study area basis.
34. Staff will prepare the public transportation portion of the CIP and the 2014-2018 TIP. The TIP shall include the five-year plan for proposed capital and operating expenditures for public transportation and will identify potential funding sources. The TIP will be developed, adopted, and distributed in compliance with all federal, state, and local requirements. The TIP shall include all transportation improvements planned by the member agencies within the Rapid City Metropolitan Planning Area for 2014-2018, including both federal and non-federal funded projects.
35. Staff will evaluate all transportation improvement projects for consistency with the LRTP. All transportation improvement projects will be reviewed for their impacts

on intermodal facilities and routes within the urbanized area and the region and for consistency with the LRTP.

36. Staff will account for life-cycle costs when comparing project estimates with projected financial resources.
37. Staff will study and continue the process of implementing a pavement management system. The Rapid City Engineering Services Division staff will take the lead on creation of the pavement management system and the implementation process.
38. Staff will continue to analyze crash statistics city-wide. A critical rate analysis method to identify high crash locations and program safety improvements is employed by the Rapid City Engineering Services Division. This process will be continued and the Crash Statistics and Analysis Report will be produced.
39. Staff will evaluate potential and existing safety issues for pedestrians and vehicles.
40. Staff will evaluate and monitor the transit system's operational characteristics in order to identify necessary changes. Staff will identify short-range improvements to the public transportation system and will continue to analyze the feasibility of various transit and paratransit service options.
41. Staff will coordinate with agencies with an interest in the areas of land use management, environmental resources, environmental protection, conservation, and historic preservation.
42. Staff will provide for consideration and implementation of projects, strategies, and services to increase the ability of the transportation system to support homeland security and to safeguard the personal security of all motorized and non-motorized users.
43. A year-end summary of work and financial activities will be provided to the SDDOT.
44. Staff may participate in activities associated with the transportation planning process which are not described in this UPWP only with prior agreement of the SDDOT. These activities will need to meet the comprehensive, cooperative, and continuing transportation planning process.
45. Staff will undertake the required activities necessary to administer, manage and complete the projects and studies identified in the 2013 Work Activities under Professional Services/Consultants contained herein.
46. Staff will implement the LRTP.

47. Staff will verify that the public transportation implications of the Americans with Disabilities Act (ADA) are being pursued through the ADA Transition Plan. The Transition Plan will also include transit stops.
48. Staff will implement all requirements of the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21).
49. Staff will participate with the development, management and implementation of the LRTP update to include: TAZ update, travel demand modeling, network development, model validation, development of socio-economic data, development and update of inputs into the travel demand model, and coordinating the public process.
50. Staff will conduct and coordinate the development and approval of transportation-related comprehensive planning, to include land use and major street plans for developing areas within the Metropolitan Planning Area.
51. Staff may complete other transit-related planning activities and special studies as approved by the transportation planning committees.
52. Conduct a Rapid Transit bus route review study.

### **Professional Services/Consultants**

These activities address both identified and unanticipated problems and needs that occur during the course of the work program year. Contractual services with consultants or other professionals to conduct studies and other UPWP activities shall be identified by a corresponding program year.

#### ***2013 Work Activities:***

1. Staff will complete preliminary work on Request for Proposals and other necessary documentation.
2. Request for Proposals will be distributed, consultant selection procedures will be followed, and contracts will be prepared and executed. Staff will be responsible for contract preparation, contract execution, and project management.
3. Staff will request approval from the MPO committees of the implementation of special studies as identified in the UPWP. Work under this task may include coordination of meetings, budget preparation, and special analysis.
4. Staff will undertake required activities necessary to administer, manage and complete the following projects and studies to the extent of budgeted funding:
  - a. Complete an interchange options study for the I-90 Exit 59 (La Crosse Street) interchange.



- b. Conduct a shared use trail study within the City of Somerset.
- c. Complete the Meade County Comprehensive Transportation Plan Update (limited to the area within the Metropolitan Planning Area).
- d. Complete the Box Elder Comprehensive Transportation Plan.
- e. Conduct a Rapid City Comprehensive Plan (limited to the transportation element of the Plan).

### Capital Resources

These activities include the capital investments necessary to carry out the transportation planning process.

1. The following will be acquired, as needed, to support the transportation planning process: computer hardware, software (including software upgrades) and peripheral devices; printing and plotting devices; recording equipment; traffic counters; digital aerial photos; digital contour maps; public notices; reference materials; and commercial printing and printing supplies.\*

\*Note: All capital purchases will be reviewed by SDDOT prior to acquisition. A letter (or e-mail) of justification for the requested purchase and the cost of the requested purchase must be submitted to SDDOT. A minimum of three quotes must be provided if the requested item is not going to be purchased in accordance with the State Purchasing Contract. FHWA approval is required for any item over \$5,000.

#### 2013 UPWP BUDGET

	City of Box Elder	Rapid City	City of Somerset	Meade County	SDDOT	Total
Personnel Services		\$457,232				\$457,232
Professional Services/ Consultants	\$125,000	\$133,587	\$10,000	\$16,200	\$150,000	\$434,787
Capital Resources		\$ 4,000				\$ 4,000
<b>Total Cost</b>	<b>\$125,000</b>	<b>\$594,819</b>	<b>\$10,000</b>	<b>\$16,200</b>	<b>\$150,000</b>	<b>\$896,019</b>
Federal Amount 81.95%	\$102,438	\$487,454	\$8,195	\$13,276	\$122,925	\$734,288
Local Match 18.05%	\$22,562	\$107,365	\$1,805	\$2,924	\$27,075	\$161,731
<b>Total Cost</b>	<b>\$125,000</b>	<b>\$594,819</b>	<b>\$10,000</b>	<b>\$16,200</b>	<b>\$150,000</b>	<b>\$896,019</b>

PROCEEDINGS OF THE CITY COUNCIL  
Rapid City, South Dakota

November 5, 2012

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Rapid City was held at the City/School Administration Center in Rapid City, South Dakota on Monday, November 5, 2012 at 6:30 P.M.

The following members were present: Mayor Sam Kooiker and the following Alderpersons: Ron Sasso, Ritchie Nordstrom, Amanda Scott, Bill Clayton, Bonny Petersen, Charity Doyle, Chad Lewis, John B. Roberts, Jerry Wright and Steve Laurenti; and the following Alderpersons arrived during the course of the meeting: None; and the following were absent: None.

Staff members present included: Finance Officer Pauline Sumption, City Attorney Joel Landeen, Public Works Director Terry Wolterstorff, Community Planning and Development Services Director Brett Limbaugh, Police Chief Steve Allender, Fire Chief Mike Maltaverne, Community Resources Director Jeff Barbier and Administrative Coordinator Sharlene Mitchell

**ADOPTION OF AGENDA**

The agenda was amended as follows:

- Amend agenda title (12RZ018) to read First Reading, Ordinance #5868
- Add Point of Privilege for Alderman Lewis
- Acknowledge Central States withdrawal of sign variance (CC110512-04.1)

Motion was made by Doyle, second by Petersen and carried to adopt the agenda as amended.

Alderman Lewis commented on the "city council" activity day at the First Grade, Corral Drive School and wished his son a happy birthday.

**AWARDS AND RECOGNITIONS**

Mayor Kooiker and Alderpersons Roberts and Scott presented the Citizen of the Month for November 2012 to John Haag in recognition of his outstanding citizenship principals and his significant efforts to improve the quality of life in the community.

Mayor Kooiker thanked Alderperson Scott and Katie Parker for their participation in the Breast Cancer Mayor's Challenge event in Pierre, SD. Mayor Kooiker, Alderperson Scott and Brett Limbaugh presented the Extra Mile Day Executive Proclamation to Katie Parker in recognition for her dedication to the various Breast Cancer events and proclaimed November 5, 2012 Katie Parker Day.

**EXECUTIVE SESSION**

Motion was made by Doyle, second by Roberts and carried to go into Executive Session at 6:46 p.m. to consult with legal counsel about proposed or pending litigation pursuant to SDCL 1-25-2(3). Motion was made by Lewis, second by Clayton and carried to come out of Executive Session at 7:03 p.m. with all members present.

**STAFF DIRECTION**

Motion was made by Scott, second by Roberts and carried to deny alleged copyright infringement claim made by Linda Ellis.

***Mayor's Items***

Motion was made by Lewis, second by Petersen and carried to acknowledge (No CC110512-04.3) Rapid City Library Board Semi-Annual Update by Greta Chapman, Library Director; Jim Olson, Chairperson; Rod Pettigrew, Vice Chairperson.

WHEREAS the below-described property is no longer necessary, useful or suitable for municipal purposes

NOW, THEREFORE, BE IT RESOLVED that the following property be declared surplus and disposed of according to state statutes, including disposal, sale or trade-in on new equipment:

From: Streets (301)

Property for disposal:

- Gateway CPU, System #S0750, S/N: 0036288840
- 1989 Dresser Rubber Tired Roller, VIN: BZ6453, Unit S073
- 1977 IHC 260-A Backhoe, VIN:2710096V101081; Unit S097, no back boom

From: Streets (305)

Property for disposal:

- Gateway CPU, E-Series, System #S0663, S/N: 0032907418

BE IT FURTHER RESOLVED that the Mayor and Finance Officer may do all acts necessary to dispose of this property according to state law.

Dated this 5th day of November, 2012.

CITY OF RAPID CITY  
s/ Sam Kooiker  
Mayor

ATTEST:

s/ Pauline Sumption  
Finance Officer

(SEAL)

55. No. LF103112-16 - Authorize Mayor and Finance Officer to Sign Revised Life Safety Loan Agreement Between Tensleep, LLC, and the City of Rapid City
56. Set Final Council Meeting of the Year for 12:30 p.m. on Wednesday, December 26, 2012
57. No. 12TP019 – Approval of the 2013 Unified Planning Work Program for the Rapid City Area Metropolitan Planning Organization – Final
58. No. 12TP020 –Authorize the Mayor and Finance Officer to sign the 2013 Transportation Planning Process Agreement between the City of Rapid City and the South Dakota Department of Transportation in the amount of \$611,363
59. No. LF103112-17 – Resolution No. 2012-120 to Establish the Position of Building Services Permit Technician I and II

RESOLUTION NO. 2012-120  
RESOLUTION TO ESTABLISH THE POSITION OF BUILDING SERVICES PERMIT  
TECHNICIAN I AND II

WHEREAS, the Community Planning and Development Services Director has requested that the position of Building Services Permit Technician I and II should be established to provide the necessary services in Community Planning and Development Services Department; and

COMPUTER BILL LIST	3,803,414.20
SUBTOTAL	8,858,171.11
RSVP, P/ROLL PERIOD END 10/06/12, PD 10/12/12	2,860.98
RSVP, P/ROLL PERIOD END 10/20/12, PD 10/26/12	2,860.98
RSVP, PIONEER BANK & TRUST, 10/06/12 P/ROLL TAXES, PD 10/12/12	217.83
RSVP, PIONEER BANK & TRUST, 10/20/12 P/ROLL TAXES, PD 10/26/12	217.59
RSVP, SD RETIREMENT SYSTEM, SEPT12 RETIREMENT, PD 10/03/12	343.30
RSVP, KNOLOGY, SEPT12 & OCT12 PHONE,LD	27.97
RSVP, RICOH USA, OCT12 COPIER	18.15
RSVP, SIMPSON'S PRINTING, 350 RECOGNITION DINNER PROGRAMS	384.00
TOTAL	8,865,101.91

Sumption requested to add a payment to Heavy Constructors in the amount of \$507.55 and a payment to R.C.S. Construction in the amount of \$7,099.05. The new bill list total is \$8,872,708.51. Motion was made by Petersen, second by Laurenti and carried to authorize (No. CC110512-01) the Finance Officer to issue warrants or treasurers checks, drawn on proper funds, in payment thereof.

**ADJOURN**

There being no further business to come before the Council at this time, motion was made by Scott, second by Lewis and carried to adjourn the meeting at 8:15 p.m.

CITY OF RAPID CITY

ATTEST:

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

\_\_\_\_\_  
Mayor

(SEAL)