

**AGREEMENT BETWEEN  
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF RAPID CITY**

AGREEMENT NO. \_\_\_\_\_

*Financial agreement for the Concourse Drive extension and State Highway 235 (SE Connector) in Rapid City.*

IT IS HEREBY AGREED between the State of South Dakota acting through the Department of Transportation, hereinafter referred to as the STATE, and the City of Rapid City, hereinafter referred to as the CITY, as follows:

WHEREAS, the STATE and the CITY agree that SD235 (SE Connector) will be reconstructed as a limited access facility.

WHEREAS, the STATE and the CITY agree that the current proposed right in/right out access at Jubilee Lane will restrict any through and left turn movements from occurring at this intersection.

WHEREAS, the STATE and the CITY agree that any through and left turn traffic generated from Twilight Drive will need to be served at the intersection of Concourse Drive and SD235 which is a full access intersection.

WHEREAS, the STATE and the CITY agree that to improve the traffic operation of all facilities in the immediate area it will be necessary to construct a new street from the intersection of Concourse Drive/SD235 south to the intersection of Twilight Drive/Pacific Drive.

WHEREAS, the work involved as identified in this agreement will consist of constructing a new street composed of a three-lane section with asphalt pavement, curb and gutter, pavement marking, drainage, and signing. And will hereinafter be referred to as PROJECT.

WHEREAS, the STATE and the CITY agree that costs for this new street will be a lesser amount if construction is completed under project NH 0235 (01) 0, PCEM 3151 that will be let in FFY 2003.

AND WHEREAS, the STATE acting by and through its agents and employees shall oversee the construction of the PROJECT;

NOW THEREFORE, it is mutually agreed as follows:

A. STATE will perform the following activities:

1. STATE will and must participate in the review and approve the design plan for all improvements proposed for PROJECT prior to submittal of final contractual plans.
2. STATE will receive and incorporate approved CITY design plans into project NH 0235 (01) 0, PCEM 3151.
3. STATE will secure any authorization required for the acquisition of right of way and offering of relocation assistance.
4. STATE will secure the necessary right-of-way with required parcels being purchased in the name of the STATE and handle any necessary relocation assistance. Right-of-way parcels will be purchased in the name of the STATE and transferred to the CITY.
5. STATE will handle any needed condemnation.
6. STATE will advertise, let to contract, and award PROJECT to the lowest responsible bidder.
7. STATE will pay for the construction of the PROJECT including Construction Engineering expenses with no direct reimbursement from the CITY.
8. STATE will provide construction inspection and material testing for the PROJECT according to the SD DOT Materials Manual.

B. CITY will perform the following activities:

1. CITY will retain a consultant for design engineering of the PROJECT and shall pay for all design expenses with no direct reimbursement from the STATE.
2. CITY shall furnish plans and right-of-way plats for construction and right-of-way purchase of the PROJECT. This set of plans shall be provided to the STATE for inclusion in project NH 0235 (01) 0, PCEM 3151. Final plans shall be delivered to the STATE by the final plan review date for NH 0235 (01) 0, PCEM 3151 which is anticipated to be March 2003. ROW plans and plats, in sufficient detail to allow right of way acquisition process to begin, will be delivered to the STATE by November 1, 2002.

3. CITY shall accept transfer of right-of-way parcels and accept ownership and absolute jurisdiction/maintenance of PROJECT. CITY will provide a resolution to the STATE for acceptance of transfer of right-of-way.

- C. This AGREEMENT is binding upon 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 into the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2002

(SEAL)

ATTEST:

CITY OF RAPID CITY

By: \_\_\_\_\_  
City Auditor/Finance Officer

\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

SOUTH DAKOTA DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Assistant Attorney General

By: \_\_\_\_\_  
Director of Operations

By: \_\_\_\_\_  
Director of Planning/Engineering