

MAINTENANCE
AGREEMENT BETWEEN A MUNICIPALITY AND THE STATE
FOR
FEDERAL-AID HIGHWAY IMPROVEMENT
TRAFFIC SIGNALS

WHEREAS, the DEPARTMENT OF TRANSPORTATION acting through the South Dakota Transportation Commission, hereinafter designated as the Commission, concurs in the proposal with the Municipality for the new construction or improvement of signalization identified as South Dakota Construction Project Nos. IM 90-2(95)55-PCN 6557 (North Ramps 2005 Permanent Signal) and IM 90-2(00)55-PCEMS 6545 (South Ramps 2003 Temporary Signal), Pennington County, hereinafter designated as the Project, within the City of Rapid City, South Dakota, hereinafter referred to as the Municipality, located and further described as follows:

I90 Exit 55, Deadwood Avenue in Rapid City.

WHEREAS, the Statutes of the State of South Dakota give assent to the provisions of the Transportation Equity Act for the 21st Century and acts amendatory thereof or supplementary thereto and regulations issued pursuant thereto by the Federal Highway Administration, Department of Transportation, United States of America, which hereinafter collectively will be designated as the Act, and charge of the Commission and the Municipality to do all things necessary fully to carry out the cooperation contemplated and provided for in the Act; and

WHEREAS, the section of the Project within the Municipality will be subject to the provisions of the Act, and is within the legal jurisdiction of the Municipality for traffic regulations and the control of building setbacks, zoning, sidewalks, utilities, etc., and

WHEREAS, the construction of the project is conditioned upon the fulfillment of the obligation of the Municipality in a manner satisfactory to the Commission and the Federal Highway Administrator, or their authorized representatives:

NOW THEREFORE, be it agreed for and in consideration of the undertaking of the Project under the requirements of the Act with the Commission's approval that insofar as its legal jurisdiction over the Project is concerned the Municipality assents to the requirements of the Act and pledges its good faith to the carrying out the purposes stipulated in the Act and to this end, the Municipality hereby agrees:

1. That it will prohibit all parking in the traffic lanes constructed under this project. It further agrees that it will prohibit double parking and control all parking where and if allowed in a manner satisfactory to the Commission or their authorized representatives.
2. That when the signal and/or roadway lighting system is installed on this street it will provide electric power necessary to operate the signal and/or roadway lighting system and all necessary maintenance and replacements, in kind, of all parts and apparatus of said system, including lamps so as to insure the continuing operation of said signals and/or roadway lighting systems until such time as the parties to this agreement shall agree to discontinue the operation of the said system.
That if the signal is coordinated through the use of leased telephone lines, it will pay the required hookup fee and monthly rental fees.

It further agrees that on the State Trunk System, prior to changing the signal timing from that originally set by the South Dakota Department of Transportation, the Municipality will submit the necessary data and proposed timing to the South Dakota Department of Transportation for approval.

3. That, if the Municipality applies plastic pavement marking on this street (i.e. Cross Walk), it will use plastic material approved by the South Dakota Department of Transportation, and will maintain those plastic pavement markings, which are the responsibility of the Municipality.
4. That said Municipality does acknowledge that the members of its governing board and/or engineering staff have received the plans for the Project prepared under the supervision of the South Dakota Department of Transportation referred to in this Agreement.
5. That the Municipality will enact such ordinances as are necessary to properly enforce any of the above provisions.
6. That the Mayor is authorized to enter into a mutual agreement with the Commission providing for the understanding of this project under the considerations described above.

DATED this _____ day of _____, 2005

CITY OF RAPID CITY

ATTEST:

Mayor

City Auditor/Finance Officer

(S E A L)

SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM:

Project Development Engineer

Assistant Attorney General

AGREEMENT BETWEEN THE POLITICAL SUBDIVISION AND THE STATE
FOR
FEDERAL AID HIGHWAY ENCROACHMENTS

EXHIBIT "A"

The following encroachments are permitted to remain by
action of the South Dakota Department of Transportation
Commission for the period specified:

None