

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
AGREEMENT

This Agreement is made and 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 "SDDOT," and the City of Rapid City, South Dakota, referred to in this Agreement as the "CITY."

BACKGROUND:

1. The CITY desires to purchase the right of way for utilities relative to the SDDOT urban reconstruction project located on Jackson Boulevard in Rapid City, South Dakota, in compliance with federal aid requirements on Project SSW009-1509, Pennington County, described as: Jackson Boulevard Utilities.
2. The SDDOT is responsible to assure right of way acquisition is accomplished pursuant to federal aid requirements in order to not jeopardize the use of Federal funds in construction costs.

THE SDDOT AND THE CITY MUTUALLY AGREE AS FOLLOWS:

1. The CITY will furnish the necessary Certificates of Title, plans, plats, and other documents as necessary for the project.
2. The SDDOT will prepare acquisition documents using SDDOT forms.
3. The SDDOT will contact the owners of the property involved to secure donations for temporary easements, permanent easements, and right of way. Any right of way will be acquired in fee simple interest if possible.
4. If unsuccessful in securing the donations, the SDDOT will contact the CITY and upon CITY concurrence, will appraise the property needed pursuant to provisions of the policies and procedures of the Right of Way Program, South Dakota Department of Transportation.
5. The SDDOT will review the appraisals for this Agreement.
6. The SDDOT will negotiate and acquire the highway right of way and temporary easements in the name of the CITY and pursuant to provisions of the policies and procedures of the Right of Way Program, South Dakota Department of Transportation. The CITY may review the offer of compensation prior to written offers by the SDDOT if the CITY feels it is appropriate or necessary.
7. The CITY must approve any administrative settlement before SDDOT may negotiate a settlement for more than the appraised value of the property taken or damaged.
8. The CITY and the SDDOT will jointly handle all relocation assistance. Relocation and relocation assistance will be reviewed and approved by both parties prior to SDDOT contacting impacted landowners who qualify for relocation assistance. If existing utility lines or utility facilities on private property will be located within the right-of-way as the result of a highway construction project, the CITY will provide for the future relocation of such lines or facilities at CITY'S expense.
9. If negotiations are unsuccessful in securing the right of way, the CITY will handle any and all condemnation of any right of way and temporary easements.
10. The CITY will be responsible for filing and recording all documents.

- 11. The CITY will furnish a copy of all documents to the SDDOT to allow the preparation of the Certification for purposes of federal funding.
- 12. **Authority to Sign Right of Way, Easements, Uneconomic Remnants, and Relocation Agreements including Utility Relocation:** The CITY Council has the authority to approve agreements for right of way, easements, uneconomic remnants, and relocation, including utility relocation, on behalf of the CITY. The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign such agreements on behalf of the CITY. A copy of the CITY'S Commission minutes or resolution authorizing the execution of such agreements by the Mayor as the CITY'S authorized representative is attached to this Agreement as **Exhibit A**.
- 13. **Authority to Sign Agreements with SDDOT:** The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the CITY'S authorized representative is attached to this Agreement as **Exhibit B**.
- 14. The Project Number for work performed under this Agreement is SSW09-1509/CIP NO. 50351.
- 15. The CITY will pay for all right of way, easements, uneconomic remnants, and relocation costs. The CITY will also pay for acquisition and relocation services provided by the SDDOT prior to project bid letting. The SDDOT'S Office of Finance and Management will submit billings to the CITY for SDDOT acquisition and relocation services and for the costs of purchasing real property interests and paying relocation benefits. The CITY will reimburse the SDDOT on a cost basis for time, travel, lodging, meals, and materials. The parties have set a maximum limiting amount of Six Thousand Dollars (\$6,000) for the SDDOT'S acquisition and relocation services. The CITY is not obligated to pay for and the SDDOT is not obligated to perform any further acquisition or relocation services once this maximum limiting amount is reached. If the parties determine that additional acquisition and relocation services are needed, the parties may increase the maximum limiting amount by amending this Agreement in writing.

The signing of this document signifies that the governmental agencies have taken official action to enter into this Agreement.

Dated the ____ day of _____, 2011.

City of Rapid City, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Mayor

Its: Right-of-Way Program Manager

Date: _____

Date: _____

Attest:

Approved as to Form:

City Auditor/Clerk



Special Assistant Attorney General

(CITY SEAL)

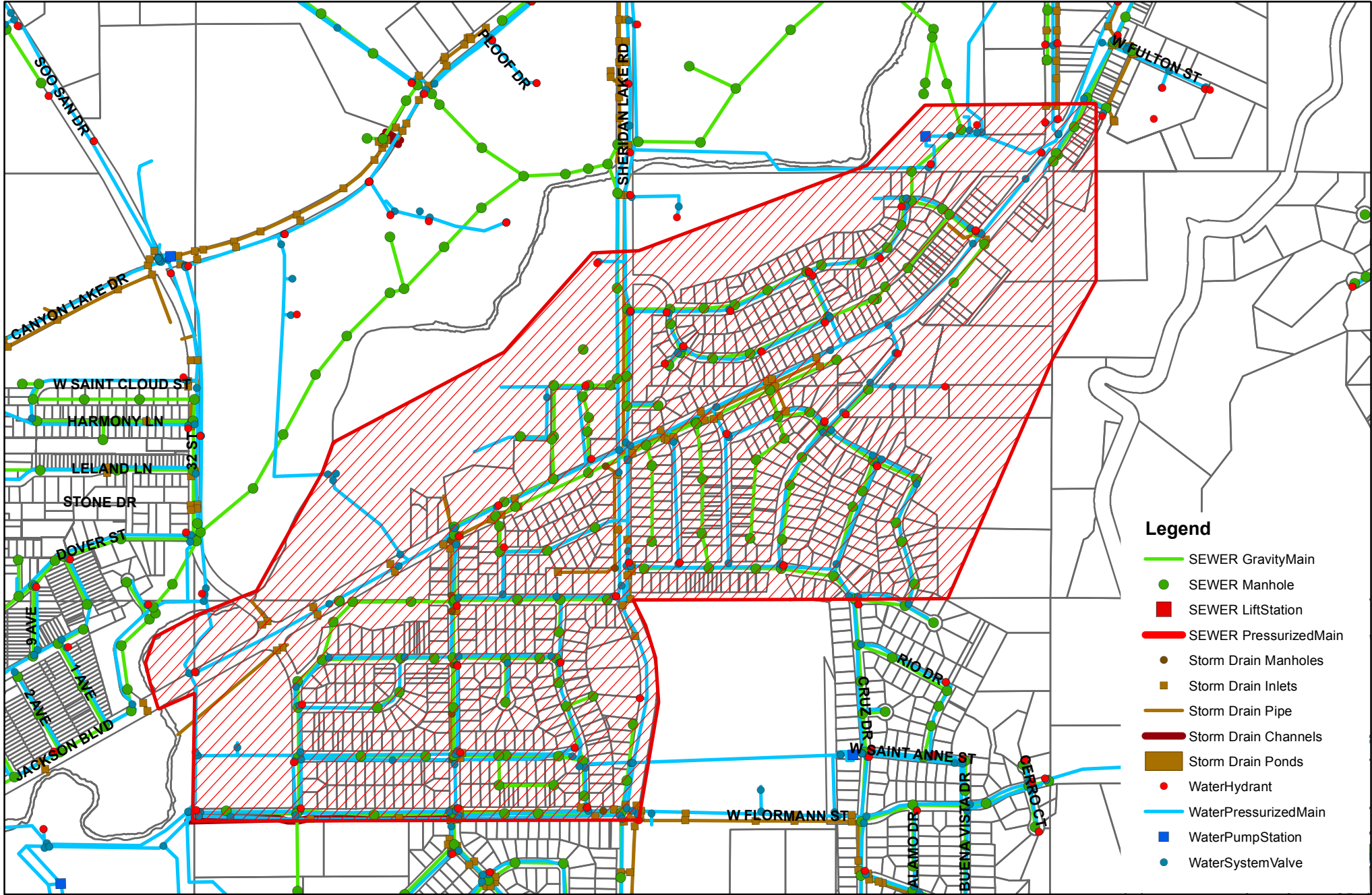
**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**

WEN 3/7/11
Attorney Date

FIGURE 1 of EXHIBIT "A"

PW031511-09

SCALE 1" = 800'



Legend

- SEWER GravityMain
- SEWER Manhole
- SEWER LiftStation
- SEWER PressurizedMain
- Storm Drain Manholes
- Storm Drain Inlets
- Storm Drain Pipe
- Storm Drain Channels
- Storm Drain Ponds
- WaterHydrant
- WaterPressurizedMain
- WaterPumpStation
- WaterSystemValve

JACKSON BLVD UTILITIES PROJECT
PROJECT NO. SSW09-1509 CIP NO. 50351

Item #11