

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ALTERNATIVES PROGRAM (TAP)
AGREEMENT**

THIS AGREEMENT is made 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 "CITY."

BACKGROUND:

1. The STATE has determined that TAP project number P TAPU(09) PCN 04UA in the City of Rapid City, South Dakota, referred to in this Agreement as the "Project," is eligible for funding under the Transportation Alternatives Program (TAP), created by the Moving Ahead for Progress in the 21st Century Act (MAP-21);
2. The CITY has submitted an application to sponsor the Project, which the STATE has accepted. A copy of the application is made part of this Agreement by reference;
3. The Project's cost estimate is as follows: Five Hundred Twenty Thousand, Seven Hundred Fifty-three Dollars and Fifteen Cents (\$520,753.15) in infrastructure and Fifty-two Thousand, Seventy-five Dollars and Thirty-one Cents (\$52,075.31) for construction engineering;
4. Prior to bid letting advertisement and upon receiving the final plans, if the STATE, in its sole discretion, estimates the amount of the infrastructure portion of the Project (the STATE'S estimated amount) will be more than the eligible amount of infrastructure funding set out above in Background paragraph 3, the STATE will not pursue Federal Highway construction authorization for the Project until either: a) the plans are revised to reduce infrastructure costs to a level at or below the eligible amount of infrastructure funding, or, b) the CITY agrees in writing to fund the difference between the STATE'S estimated amount and the eligible amount of infrastructure funding; and,
5. Once the Project has been let and the contract is awarded to the successful low bidder, if the cost of the infrastructure portion of the Project, as bid, exceeds the STATE'S estimated amount, as-bid costs that exceed the STATE'S estimated amount will be eligible for Federal Highway funding. The STATE will pay the as-bid costs and the CITY will pay the STATE for the CITY'S match of the as-bid costs.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

I. THE STATE'S DUTIES AND RESPONSIBILITIES:

- A. The STATE will provide technical assistance for the Project and review plans and specifications.
- B. The STATE will use the STATE'S best efforts to obtain Federal Highway Administration authorization of the Project.
- C. The STATE will advertise, let to contract, award, and be the contracting party for the infrastructure items of the Project, as detailed in the attached Exhibit A.
- D. The STATE will obtain the CITY'S concurrence before authorizing any changes to the Project work under the STATE approved Project plans and specifications.
- E. The STATE will provide construction administration for the infrastructure portion of the Project and make all progress payments for the infrastructure portion of the Project directly to contractors, suppliers, and vendors with TAP funds, up to a maximum of Two Hundred Six Thousand, Eight Hundred Thirty-seven Dollars and Forty-nine Cents (\$206,837.49). The STATE will bill the CITY for the 33% match on TAP funds, any costs exceeding Two Hundred Six Thousand, Eight Hundred Thirty-seven Dollars and Forty-nine Cents (\$206,837.49), any non-participating costs, and any costs deemed ineligible.
- F. The STATE will not be responsible for any injury or property damage suffered by any user of the Project traveling through or within the STATE'S right-of-way.

II. THE CITY'S DUTIES AND RESPONSIBILITIES:

- A. The CITY or the CITY'S designer, at the CITY'S expense, will design the Project as follows:

- i. The CITY will develop plans, specifications, and cost estimates for the Project. The CITY will prepare plans according to STATE guidelines and will utilize STATE Specifications. The CITY will use the Engineering/Design Services section of the STATE website as a reference for plan preparation <http://www.sddot.com/business/design/Default.aspx>. The CITY will coordinate with the STATE TAP Coordinator on plan and specification requirements.
 - ii. The CITY will identify and obtain STATE approval of the Project limits and perform the field survey necessary to establish beginning and ending stations, horizontal and vertical control points, and horizontal alignment data. The CITY will obtain plats or property information along the Project route to identify current streets' right-of-way.
 - iii. The CITY will obtain all necessary right-of-way for the Project according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended in 1987. The CITY will use unaltered STATE forms in obtaining right-of-way.
 - iv. The CITY will obtain all the necessary Project related environmental clearances. The CITY will submit documentation to the STATE verifying Project approval has been obtained from the required agencies prior to submitting sixty percent (60%) plans of the Project.
 - v. The CITY will prepare, submit, and certify an encroachment survey to the STATE once all permanent right-of-way boundaries have been established. The CITY will certify that all right-of-way and utility adjustments or agreements are in place prior to the STATE'S advertisement and letting.
 - vi. The CITY will prepare and submit preliminary plans to the STATE. Preliminary plans will be submitted electronically at sixty percent (60%), with an estimated submittal in July 2014, and will include plan and profile, right-of-way impacts, and a preliminary engineering estimate.
 - vii. The CITY will prepare and submit final plans to the STATE. Final plans will be submitted at one hundred percent (100%), with an estimated submittal in September 2014, and will be ready for bid letting. The CITY will submit final plans in PDF format and will distributed the final plans for STATE review. Necessary revisions will be provided in electronic STATE review comments. Final plans will include a vicinity map, design designation, estimate of quantities, rates of materials, plan notes, traffic control notes, typical sections, summary of items, standard plates, and specifications. A copy of the CITY'S engineer's estimate will accompany the plans. The CITY will place the final plans on the STATE'S FTP site. The CITY will notify the STATE'S TAP Coordinator when the plans have been uploaded.
 - viii. The CITY will prepare plans for an estimated January 2015 bid letting. Bid letting plans will incorporate plan changes requested in STATE electronic plan review comments and an electronic PDF file of the engineer stamped set of plans. The CITY will submit the plans within three (3) weeks of receipt of the electronic plan review comments. An updated copy of the CITY'S engineer's estimate must accompany the plans.
 - ix. The CITY will review and address general construction engineering issues that may occur during the construction of pathway project. Services, as requested by the STATE, will be on an as needed basis requiring the designer to respond in a timely manner based on the urgency of the request.
- B. The CITY will perform all management, operation, and maintenance of the Project, once these items are completed. The required maintenance will include but not be limited to:
- i. Debris and litter removal;
 - ii. Maintenance and replacement of sidewalks, curb ramps, and detectable warnings, in accordance with the Americans with Disabilities Act;
 - iii. Maintenance, repair, and replacement of the Project;
 - iv. Snow and ice removal and any necessary hauling of snow that has been removed all in accordance with the CITY'S policy and practices.
 - v. Sweeping;
 - vi. Mowing where undesirable or noxious vegetation exists; and
 - vii. Any repair or maintenance of the STATE'S right-of-way related to or necessitated by the installation, repair, and maintenance of the Project.
- C. The CITY will make no operational adjustments without prior written approval from the STATE and Federal Highway Administration.

- D. If the CITY defaults under this Agreement, the CITY will reimburse the STATE and the Federal Highway Trust Fund the amount of all funds expended under the Project for the CITY'S infrastructure Project items.
- E. Upon receipt of billings from the STATE for the infrastructure portion of the Project, the CITY will promptly pay the STATE for the CITY'S 33% match on TAP funds, any costs exceeding Two Hundred Six Thousand, Eight Hundred Thirty-seven Dollars and Forty-nine Cents (\$206,837.49), any non-participating costs, and any costs deemed ineligible.
- F. The CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of the CITY'S performance under this Agreement. This section does not require the CITY to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.
- G. The CITY will comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CITY will procure all licenses, permits, or other rights necessary for the fulfillment of their obligations under this Agreement. The CITY'S noncompliance with these requirements will be cause for the STATE to withhold participation and reimbursement.
- H. The CITY warrants that the CITY has not employed or retained any company or person, other than a bona fide employee working solely for the CITY, to solicit or secure this Agreement, and that the CITY has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CITY, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the STATE will have the right to terminate this Agreement without liability, or, in the CITY'S discretion to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- I. The CITY will be bound by **Exhibit B**, entitled, "Standard Title VI Assurance," attached to and made a part of this Agreement by reference.
- J. The CITY will provide services in compliance with the Americans with Disabilities Act of 1990, and any amendments.
- K. All project charges will be subject to audit in accordance with the STATE'S current procedures and U. S. Office of Management and Budget (OMB) Circular A-133. The CFDA Number for these funds is 20.205. Allowable costs will be determined in accordance with 49 CFR 18.22.

The CITY will maintain accurate cost accounting systems for all costs incurred under this Agreement and clearly identified with activities performed under this Agreement.

Upon reasonable notice, the CITY will allow the STATE, through any authorized representative to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The CITY will keep these records clearly identified and readily accessible for a period of three (3) years after the date final payment under this Agreement is made and all other pending matters are closed.

If the CITY expends \$500,000 or more in federal funds during any CITY fiscal year covered, in whole or in part, under this Agreement, then the CITY will be subject to the single agency audit requirements of the US Office of Management and Budget (OMB) Circular A-133. If the CITY expends less than \$500,000 during any CITY fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the eligibility of services or costs and adherence to Agreement provisions.

- L. The CITY will report to the STATE any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the CITY, the STATE, or the STATE'S officers, agents, or employees to liability. The CITY will report any such event to the STATE immediately upon discovery.

The CITY'S obligation under this section will only be to report the occurrence of any event to the STATE and to make any other report provided for by their duty or applicable law. The CITY'S obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the STATE under this section will not excuse or satisfy any obligation of the CITY to report any event to law enforcement or other entities under the requirements of any applicable law.

- M. The CITY may not assign, sublet, or transfer this Agreement or any interest in this Agreement without the STATE'S written permission to do so.
- N. The CITY certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- O. The CITY certifies, to the best of the CITY'S knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any 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 a Federal contract, grant, loan, or cooperative Agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the CITY will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The CITY will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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.

- P. The CITY will be solely responsible for any damages to the Project, including but not limited to damages as a result of traffic accident impact and vandalism.
- Q. The CITY will assume all risk of loss or damage to the Project, inclusive of free or unused materials, supplies, and equipment, however caused, resulting directly or indirectly, by reasons of the construction, repair, replacement, maintenance, removal, or use of the Project, and releases the STATE from any and all liability on account of such loss or damage, whether or not the negligence of the STATE contributed to this loss or damage in whole or in part.
- R. The CITY will be responsible for any injury or property damage suffered by any user of the Project traveling through or within the STATE'S right-of-way.
- S. The CITY will limit the use of the Project to use by the general public, and for no other purpose.
- T. If the CITY anticipates performing construction activities, the CITY will be required to furnish the STATE the following certificates of insurance and assure that the insurance is in effect for the life of this Agreement:
 - i. Commercial General Liability Insurance:
The CITY will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,000,000.
 - ii. Business Automobile Liability Insurance:
The CITY will maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.
 - iii. Workers' Compensation Insurance:
The CITY will procure and maintain workers' compensation coverage as required by South Dakota law.

IV. THE PARTIES FURTHER UNDERSTAND AND MUTUALLY AGREE AS FOLLOWS:

- A. Neither the STATE nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the CITY under this Agreement prior to the date of the STATE'S written Notice to Proceed.

- B. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
- C. This Agreement depends upon the continued availability of federally appropriated funds and expenditure authority from Congress for the Transportation Alternative Program. If for any reason Congress fails to appropriate Transportation Alternative Program funds or grant expenditure authority, or Transportation Alternative Program funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
- D. If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.
- E. All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire Agreement with respect to the subject matter.
- F. The STATE may terminate this Agreement with or without cause. If the CITY breaches any term or condition of this Agreement, the STATE may terminate this Agreement at any time with or without notice. If the STATE terminates this Agreement for such a default, the STATE may adjust any payment due to the CITY at the time of termination to cover any additional costs to the STATE due to the CITY'S default. If after the STATE terminates for a default by the CITY it is determined the CITY was not at fault, then the CITY will be paid for eligible services rendered and expenses incurred up to the date of termination.
- G. If the STATE terminates this Agreement for fault on the part of the CITY, the STATE will be entitled to recover payments made to the CITY.
- H. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- I. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.
- J. Any dispute between the parties concerning this Agreement will be referred to the Secretary of the South Dakota Department of Transportation or duly authorized representative for determination, whose decision in the matter will be final and conclusive on the parties to this Agreement.
- K. Any notice or other communication required under this Agreement will be in writing and sent to the STATE at 700 East Broadway, Pierre, SD 57501-2586. Notices will be given by and to Nancy Surprenant, TAP Coordinator, Office of Project Development, on behalf of the STATE, and by and to Sam Kooiker, Mayor, on behalf of the CITY, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, or, if personally delivered, when received by such party; provided, however, that notice of default or termination will be sent by registered or certified mail.
- L. The STATE may, at any time, revoke this Agreement and notify the CITY that the CITY must remove or permit the removal of the Project from the right-of-way by a date certain. Removal of the Project will consist of removing the sidewalk and back-filling the disturbed area to maintain or restore adequate stability. If revocation of this Agreement is due to a proposed change in the highway, the STATE will give the CITY at least ninety (90) days' written notice of the need to remove the Project. Upon notification from the STATE that the Project must be removed, the CITY will, at the CITY'S sole cost and expense, remove the Project from the right-of-way no later than the date designated by the STATE. The CITY will not be entitled to any compensation of any kind for removal of the Project from the right-of-way. If the CITY does not remove the Project by the designated deadline, the STATE may remove and dispose of the Project. The parties agree that removal of the Project from the right-of-way may entail removal of those portions of the Project which do not occupy the right-of-way. The CITY will hold the STATE, its employees, officers, agents, and contractors, harmless for any damage to the Project, including any portion of the Project which does not occupy the right-of-way, and for any damage to the CITY'S property.

PROCEEDINGS OF THE CITY COUNCIL
Rapid City, South Dakota

September 16, 2013

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, September 16, 2013 at 6:30 P.M.

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

Staff members present included: City Attorney Joel Landeen, Public Works Director Terry Wolterstorff, Community Planning and Development Services Director Brett Limbaugh, Assistant Police Chief Karl Jegeris and Administrative Secretary Heidi Weaver

CONSENT ITEMS

Motion was made by Lewis, second by Doyle and carried to unanimously approve Items 3 – 23 as they appear on the Consent Items with the exception of Items 4, 19 and 23.

15. No. 13TP042 – Authorize for three Transportation Alternatives Grant Submissions to the South Dakota Department of Transportation and Receipt of Funds and associated contract if awarded to construct bike path crossing improvements, intersection improvements and to construct a portion of the rail trail and to identify the funding source as CIP matching funds for grants.

**MINUTES
OF THE
EXECUTIVE POLICY COMMITTEE
Thursday, September 12, 2013 1:30 p.m.
1st Floor Community Room
City/School Administration Center
Rapid City, South Dakota**

MEMBERS PRESENT: Ken Davis – Pennington County Commission, Bill Griffiths – Mayor of Box Elder, Carolyn Haddenham for Scott Allen – Box Elder City Council, Michael Howard for Sam Kooiker – Mayor of Rapid City, Nancy Trautman – Pennington County Commission

MEMBERS ABSENT: Jerry Shoener – South Dakota Transportation Commission, Cameron Humphres – Rapid City Airport, Linda Rausch – Meade County Commissioner, Jerry Wright – Rapid City City Council and Robert Heidgerken – Meade County Commissioner

STAFF PRESENT: Patsy Horton, Kip Harrington, Nate Vander Broek and Katie Parker – Rapid City Community Planning and Development Services

OTHERS PRESENT: Dan Staton – South Dakota Department of Transportation

Chairperson Trautman called the meeting to order at 1:32 p.m.

PUBLIC INPUT

There was no public input.

APPROVAL OF MINUTES OF AUGUST 15, 2013 MEETING

Griffiths moved, Davis seconded to approve the minutes of the August 15, 2013 meeting Motion carried unanimously.

NEW BUSINESS

13TP042 – Approve the letter of support for the Transportation Alternatives Program (TAP) Grant Applications. Vander Broek explained to the committee that a letter of support from the Rapid City Area Metropolitan Planning Organization is being requested to accompany the Letters of Intent and Applications for three Transportation Alternatives Program Grant submissions to the South Dakota Department of Transportation in Rapid City and one for a Safe Routes to School project in Meade County. Vander Broek further detailed the projects to the committee to include crossing improvements along the Swanny Memorial Path through the greenway, pedestrian crossing/intersection improvements and a rails-to-trails project to expand its existing transportation system as well as some sidewalk connections near the Black Hawk Elementary School. Discussion ensued.

Haddenham moved, Trautman seconded and motion carried unanimously to approve the letter of support for the Transportation Alternatives Program (TAP) Grant Applications. Davis opposed.

**MINUTES
OF THE
TECHNICAL COORDINATING COMMITTEE
Thursday, September 12, 2013 10:00 a.m.
1st Floor Community Room
City/School Administration Center
Rapid City, South Dakota**

MEMBERS PRESENT: Mayor Phil Anderson – City of Piedmont, Don Brumbaugh – Rapid City Streets Department, Jason Dubbs – City of Box Elder, Vicki Fisher – Rapid City Community Planning and Development, Commissioner Elizabeth Halvorson – City of Summerset, Lt. Don Hedrick – Rapid City Police Department, Patsy Horton – Rapid City Community Planning and Development Services, Todd Peckosh – Rapid City Public Works Department, Bill Rich – Meade County Planning and Equalization Department, Dan Staton – South Dakota Department of Transportation, Dale Tech – Rapid City Public Works Department, Wes Tschetter for Hiene Junge – Pennington County Highway Department, Bill Welk – Pennington County Drainage Coordinator, Al Todd – City of Box Elder and Ron Koan – City of Box Elder,

MEMBERS ABSENT: Toni Broom – Rapid City Regional Airport, Brett Burditt – Meade County School District, Kirk Chaffee – Meade County Planning and Equalization Department, Bob Eben – Ellsworth Air Force Base, Jay Evenson – Pennington County Sheriff's Office, Peter Haugh for Loren Scheer – Douglas School District, Dan Jennissen – Pennington County Planning Department, John Less – Rapid City Traffic Engineer, Mayor George Mandas – City of Summerset, Ken McGirr – Pennington County Highway Department, Ron Merwin – Meade County Sheriff's Department, Ron Mincks – Rapid City School District, Brian Mueller – Pennington County Sheriff's Office, Brad Remmich – South Dakota Department of Transportation, Rich Sagen – Rapid City Transit Manager and Kevin Thom – Pennington County Sheriff's Office

STAFF PRESENT: Katie Parker, Nate Vander Broek and Kip Harrington – Rapid City Community Planning and Development Services

OTHERS PRESENT: Commissioner Rich Liggett – City of Summerset

Chairperson Horton called the meeting to order at 10:00 a.m.

Horton introduced Ron Koan, the new planner for the City of Box Elder to the committee.

Peckosh entered the meeting.

Tech entered the meeting.

PUBLIC INPUT

There was no public input.

APPROVAL OF MINUTES OF AUGUST 15, 2013 MEETING

Tech moved, Fisher seconded and motion carried unanimously to approve the minutes of the August 15, 2013 meeting.

NEW BUSINESS

13TP042 – Approve the letter of support for the Transportation Alternatives Program (TAP) Grant Applications. Vander Broek explained to the committee that a letter of support from the Rapid City Area Metropolitan Planning Organization is being requested to accompany the Letters of Intent and Applications for three Transportation Alternatives Program Grant

submissions to the South Dakota Department of Transportation in Rapid City and one for a Safe Routes to School project in Meade County. Vander Broek further detailed the projects to the committee to include crossing improvements along the Swanny Memorial Path through the greenway, pedestrian crossing/intersection improvements and a rails-to-trails project to expand its existing transportation system as well as some sidewalk connections near the Black Hawk Elementary School. Discussion ensued.

Rich moved, Todd seconded and motion carried unanimously to approve the letter of support for the Transportation Alternatives Program (TAP) Grant Applications.

There being no further business the meeting adjourned at 10:26 a.m.

**MINUTES
OF THE
CITIZENS' ADVISORY COMMITTEE
Thursday, September 12, 2013 7:30 a.m.
1st Floor Community Room
City/School Administration Center
Rapid City, South Dakota**

MEMBERS PRESENT: Bob Burns, Ray Dvorak, Dave Kallemeyn, Adeline Kalmbach, Mike Pendo and Wes Rick

MEMBERS ABSENT: Tom Bodensteiner, Ann Van Loan, Matt Fitting and Kathy McDaniel

STAFF PRESENT: Patsy Horton, Kip Harrington, Nate Vander Broek and Katie Parker – Rapid City Community Planning and Development Services

OTHERS PRESENT: Dan Staton – South Dakota Department of Transportation and Ky Gossard

Introductions were made to the new prospective committee member Ky Gossard.

Dvorak called the meeting to order at 7:33 a.m.

PUBLIC INPUT

There was no public input.

APPROVAL OF MINUTES OF AUGUST 15, 2013 MEETING

Kalmbach moved, Rick seconded and motion carried unanimously to approve the minutes from the August 15, 2013 meeting.

NEW BUSINESS

13TP042 – Approve the letter of support for the Transportation Alternatives Program (TAP) Grant Applications. Vander Broek explained to the committee that a letter of support from the Rapid City Area Metropolitan Planning Organization is being requested to accompany the Letters of Intent and Applications for three Transportation Alternatives Program Grant submissions to the South Dakota Department of Transportation in Rapid City and one for a Safe Routes to School project in Meade County. Vander Broek further detailed the projects to the committee to include crossing improvements along the Swanny Memorial Path through the greenway, pedestrian crossing/intersection improvements and a rails-to-trails project to expand its existing transportation system as well as some sidewalk connections near the Black Hawk Elementary School. Discussion ensued.

Kalmbach moved, Burns seconded and motion carried unanimously to approve the letter of support for the Transportation Alternatives Program (TAP) Grant Applications.

There being no further business the meeting adjourned at 7:59 a.m.

PUBLIC WORKS COMMITTEE MINUTES
Rapid City, South Dakota
September 10, 2013

The Public Works Committee meeting was called to order by Ritchie Nordstrom at 12:30 p.m. (MDT), September 10, 2013, in the Council Chambers of the City/School Administration Building.

Roll Call and Determination of Quorum

A quorum was determined with the following members answering the roll call: Alderpersons: Estes, Nordstrom, Roberts, Scott and Clayton. The following arrived during the course of the meeting: None. The following were absent: None.

Staff members present included: Joel Landeen, City Attorney; Terry Wolterstorff, Public Works Director; Dale Tech, City Engineer; and Brenda Hafner, Administrative Assistant.

(NOTE: For the sake of continuity, the following minutes are not necessarily in chronological order. Also, all referenced documents are on file with the Master Agenda.)

The following items were removed from the Consent Items:

- 11) 13TP042 – Request authorization for three Transportation Alternatives Grant Submissions to the South Dakota Department of Transportation and Receipt of Funds and associated contract if awarded to construct bike path crossing improvements, intersection improvements and to construct a portion of the rail trail

METROPOLITAN PLANNING ORGANIZATION

- 11) 13TP042 – Request authorization for three Transportation Alternatives Grant Submissions to the South Dakota Department of Transportation and Receipt of Funds and associated contract if awarded to construct bike path crossing improvements, intersection improvements and to construct a portion of the rail trail. Scott moved, second by Estes to approve and identify the funding source as CIP matching funds for grants. Patsy Horton explained the applications and funding. Motion carried unanimously. *On consent calendar.*

MINUTES OF THE
RAPID CITY PLANNING COMMISSION
September 5, 2013

MEMBERS PRESENT: John Brewer, Karen Bulman, Linda Marchand, Dennis Popp, Cody Raterman, Kay Rippentrop and Jan Swank. Amanda Scott, Council Liaison was also present.

MEMBERS ABSENT: Carlos Beatty Jr., Erik Braun, Steve Rolinger, Tim R. Rose and Andrew Scull

STAFF PRESENT: Brett Limbaugh, Vicki Fisher, Robert Laroco, Patsy Horton, Nat Vander Broek, Ted Johnson, Carla Cushman and Andrea Wolff.

Brewer called the meeting to order at 7:00 a.m.

Brewer reviewed the Consent Agenda and asked if any member of the Planning Commission, staff or audience would like any item removed from the Consent Agenda for individual consideration.

Motion by Marchand seconded by Swank and unanimously carried to recommend approval of the Consent Agenda Items 1 thru 5 in accordance with the staff recommendations. (7 to 0 with Brewer, Bulman, Marchand, Popp, Raterman, Rippentrop, and Swank voting yes and none voting no)

---CONSENT CALENDAR---

3. 13TP042 - Request authorization for three Transportation Alternatives Grant Submissions to the South Dakota Department of Transportation and Receipt of Funds and associated contract if awarded to construct bike path crossing improvements, intersection improvements and to construct a portion of the rail trail

Planning Commission recommended authorizing staff to submit and sign the three Letters of Intent and associated applications for FY2014 Transportation Alternatives Grant Program and authorize the Mayor and Finance Officer to accept the grants if awarded, with the total project costs in the amount of \$1,035,159, allowing minor language and cost adjustments to the applications to reflect suggestions from SDDOT after the mandatory site review.

V. TERM

The effective date of this Agreement will be the date this Agreement is signed by the STATE'S Project Development Engineer. The CITY will complete the work contemplated by this Agreement within three (3) years of this Agreement's effective date.

VI. SIGNATURE AUTHORITY. 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 CITY'S authorized representative is attached to this Agreement as **Exhibit C**.

The CITY and the STATE, by signing this Agreement, evidence authority to enter into this Agreement through formal action of their governing bodies.

City of Rapid City, South Dakota

By: _____

Its: Mayor

Date: _____

Attest:

City Auditor/Finance Officer

(City Seal)

State of South Dakota
Department of Transportation

By: _____

Its: Project Development Engineer

Date: _____

Approved as to Form:

Special Assistant Attorney General

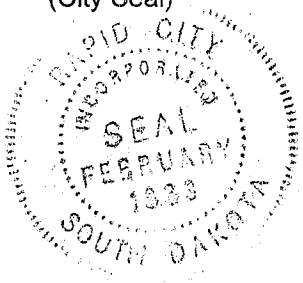


EXHIBIT A

This project is to construct an estimated 4,820 foot long, 10 foot wide, concrete side/shared use path, on the east side of Cambell St. from the end of the side path south of Rocker Dr., north to the rail banked line south of Centre St., southeast on the rail bed to Kennel Dr., north on the west side of Kennel Dr. to Centre St., east on the north side of Centre St. to a private property connection to the intersection of E. Omaha St./Hwy. 44 and Mickelson Dr.. The project includes construction engineering, grading, clearing and grubbing and seeding.

Side-Path from Rocker to Rail Trail

Description	Qty.	Unit	Unit Price	Total Price
Excavation	372	CY	\$20.00	\$7,440.00
Remove ACC	200	SY	\$13.00	\$2,600.00
4" Non-Reinforced PCC Sidewalk	16800	SF	\$6.00	\$100,800.00
4" Gravel Cushion	418	TN	\$21.00	\$8,778.00
Topsoil	41	CY	\$15.00	\$615.00
Seed/Fertilizer/Mulch	250	SY	\$1.50	\$375.00
ADA Intersection Ramps	4	LS	\$3,000.00	\$12,000.00
Mobilization - 10%	1	LS		\$13,260.80
Incidentals - 5 %	1	LS		\$6,630.40
Traffic Control - 2%	1	LS		\$2,652.16
Erosion Control - 4%	1	LS		\$5,304.32
Subtotal Rocker to Rail Trail				\$160,455.68

Rail Trail from Cambell to Kennel

Description	Qty.	Unit	Unit Price	Total Price
Excavation	945	CY	\$20.00	\$18,900.00
4" Non-Reinforced PCC Sidewalk	25500	SF	\$6.00	\$153,000.00
4" Gravel Cushion	630	TN	\$21.00	\$13,230.00
Topsoil	94	CY	\$15.00	\$1,410.00
Seed/Fertilizer/Mulch	566	SY	\$1.50	\$849.00
Mobilization - 10%	1	LS		\$18,738.90
Incidentals - 5 %	1	LS		\$9,369.45
Traffic Control - 2%	1	LS		\$3,747.78
Erosion Control - 4%	1	LS		\$7,495.56
Subtotal Cambell to Kennel				\$226,740.69

Side-Path Connection to Western Dakota Tech

Description	Qty.	Unit	Unit Price	Total Price
Excavation	333	CY	\$20.00	\$6,660.00
Grading	1	LS	\$10,000.00	\$10,000.00
Clear and Grub	1	LS	\$5,000.00	\$5,000.00
4" Non-Reinforced PCC Sidewalk	11500	SF	\$6.00	\$69,000.00
4" Gravel Cushion	283	TN	\$21.00	\$5,943.00
Topsoil	85	CY	\$15.00	\$1,275.00

Seed/Fertilizer/Mulch	333	SY	\$1.50	\$499.50
ADA Intersection Ramps	4	LS	\$3,000.00	\$12,000.00
Mobilization - 10%	1	LS		\$11,037.75
Incidentals - 5 %	1	LS		\$5,518.88
Traffic Control - 2%	1	LS		\$2,207.55
Erosion Control - 4%	1	LS		\$4,415.10
Subtotal Connection to Western Dakota Tech				\$133,556.78
Total All Phases Construction				\$520,753.15
Construction Engineering				\$52,075.31
Total Estimated Project Cost				\$572,828.46
Total TAP Federal Maximum				\$206,837.49
Total Estimated Local Match				\$365,990.97



STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI ASSURANCE
SEPTEMBER 1, 1997

TITLE VI - NONDISCRIMINATION:

During the performance of this Agreement, the CITY, for itself, its assignee, and successor in interest (referred to as the "contractor") agree as follows:

1. Compliance with Regulations: The contractor will comply with the Regulations relative to nondiscrimination in Federally or State assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as it may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The contractor, with regard to the work performed by the contractor during the Agreement, will not discriminate on the grounds of race, religion, color, sex, age, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will 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 Subcontracts, 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 Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, disability, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and will set forth what efforts were made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Department of Transportation will 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 Agreement until the contractor complies, and/or,
 - b. Cancellation, termination, or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the 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 the contractor become involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the 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.