

Department of Transportation

Division of Planning/Engineering

Office of Project Development

700 E Broadway Avenue

Pierre, South Dakota 57501-2586 605/773-6641

FAX: 605/773-6608

February 19, 2021

To: City of Vermillion
Mike Carlson, finance Officer
25 Center Street, City Hall
Vermillion, SD 57069

Subject: NH 0050(117)406 PCN 04YU, is located on SD50 from the divided lanes west of Vermillion to the divided lanes east of Vermillion, and consists of grading, mill and asphalt concrete surfacing, lighting, and structure repair, and a CITY combination storm sewer project

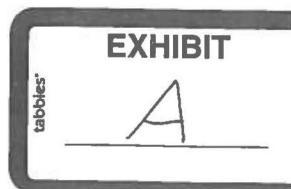
Attached is the signed original agreement for the Joint Powers Maintenance and Encroachment, and Financial Agreement between the City of Vermillion and the Department of Transportation for your files.

If you have any questions, please give me call at any time.

Thank you,

/s/ Marilyn Patterson

Marilyn Patterson
Project Development Office
Department of Transportation
(605) 773-6642



STATE OF SOUTH DAKOTA
JOINT POWERS
MAINTENANCE, ENCROACHMENT, AND FINANCIAL AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
CITY OF VERMILLION

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 Vermillion, South Dakota, referred to in this Agreement as the "CITY." The parties acknowledge and agree the CITY'S population is deemed to be 10,772 for purposes of this Agreement.

1. JOINT POWERS

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the CITY and the STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use for this Agreement.

2. STATE PROJECT

The STATE and the CITY concur in the proposal for the new construction or improvement of streets identified by South Dakota Federal Aid Construction Project Number NH 0050(117)406 PCN 04YU, referred to in this Agreement as the "STATE PROJECT." The STATE PROJECT is located on South Dakota Highway 50 (SD50), from the divided lanes west of Vermillion to the divided lanes east of Vermillion. The STATE PROJECT consists of grading, mill and asphalt concrete surfacing, lighting, and structure repair.

3. CONTRACT PROCUREMENT

The STATE will design, advertise, let to contract, award, and be the contracting party for the STATE PROJECT.

4. STATE RESPONSIBILITIES

- A. The STATE will make a total payment not to exceed the amount of Six Hundred Ninety-six Thousand Seven Hundred Dollars (\$696,700.00) to the CITY for the estimated cost of the design and construction of an eighteen inch (18") equivalent storm sewer system, and the estimated cost of furnishing and installation of all approach pipes within the storm sewer project designated as CITY project number CITY1374() PCN X05N, and referred to in this Agreement as the "CITY PROJECT."
- B. The STATE will make progress payments of the total payment amount identified in Paragraph 4.A., above, to the CITY based on the amount of work completed.
- C. The STATE is responsible for grading and surfacing for all approaches and intersecting streets within the limits of the CITY PROJECT.
- D. The STATE is responsible for traffic control for both the STATE PROJECT and the CITY PROJECT.
- E. Prior to completion of construction of the STATE PROJECT and the CITY PROJECT, the STATE will provide a right-of-way occupancy permit to the CITY so the CITY can perform any future

maintenance of the CITY PROJECT and roadway lighting system within the STATE'S right-of-way.

5. CITY RESPONSIBILITIES

- A. Prior to the STATE advertising the CITY PROJECT for bid letting, as part of the STATE PROJECT, the CITY will:
 - i. Acquire the right-of-way to construct the CITY PROJECT and provide written right-of-way certification to the STATE.
 - ii. Provide utility notification and coordination of the CITY PROJECT and provide written certification to the STATE.
 - iii. Provide for all environmental coordination, clearances, and contract requirements.
- B. The CITY will pay one hundred percent (100%) for approach pipe removals within the limits of the CITY PROJECT.
- C. The CITY will be the owner of the storm sewer system located in the SD50 eastbound ditch, from Over Drive to Dakota Street and will be one hundred percent (100%) responsible for all future maintenance of the storm sewer system which includes, but is not limited to, cleaning, repair, and replacement of storm sewers and drop inlets, including any frames and grates.
- D. The CITY will submit progress billings to the STATE for reimbursement not to exceed the total payment amount of Six Hundred Thousand Seven Hundred Dollars (\$696,700.00) for the design and construction of an eighteen inch (18") equivalent storm sewer system and the furnishing and installation of all approach pipes within the CITY PROJECT.
- E. A roadway lighting will be installed between stations 14+39 and 34+63 at the CITY'S request. The CITY is responsible for one hundred percent (100%) of the estimated cost of the added roadway lighting in the amount of Seventy-five Thousand Dollars (\$75,000.00). The CITY will pay the STATE within thirty (30) days after award of the STATE PROJECT and CITY PROJECT.

6. COMBINATION LETTING

- A. The CITY PROJECT is located within the limits of the STATE PROJECT. The CITY PROJECT consists of a sixty-inch (60") storm sewer, approach pipe, and ditch grading. The STATE will let the CITY PROJECT in combination with the STATE PROJECT.
- B. The CITY will provide the STATE with all plans, specifications, contract provisions, and cost estimates for the CITY PROJECT. Each bidder will be required to submit separate bids covering the CITY PROJECT and the STATE PROJECT. Award of the contract will be to the one bidder based on the total combination bid for the two projects.
- C. The STATE will award the contracts for both the STATE PROJECT and the CITY PROJECT; however, the CITY will be the contracting party for the CITY PROJECT. The CITY will make all payments under the contract for the CITY PROJECT directly to the contractor. The CITY'S estimated cost for the CITY PROJECT is Two Million Seven Hundred Fifty-nine Thousand Six Hundred One Dollars and Eighty Cents (\$2,759,601.80). Actual cost will be based upon bids and final quantities.
- D. The CITY will provide for purposes of final acceptance by the STATE, all construction engineering for the CITY PROJECT, including all construction supervision and inspection, physical testing, measuring in-place quantities, and documenting locations for as-built records.

- E. The STATE will conduct trench compaction testing, and conduct moisture and density testing, for the pipe installation under intersecting roads of the CITY PROJECT. The STATE will provide the CITY with a copy of each test report for the CITY PROJECT. The CITY will pay the STATE for the cost of testing and inspections. The STATE will bill the CITY for testing and inspections based on the actual number of locations. Each moisture test will be charged at the rate of Thirty Dollars (\$30.00) and each density test will be charged at the rate of Ninety Dollars (\$90.00). The STATE will determine the number and location of the testing and inspections when final plans have been received by the Area Engineer. The CITY will pay the STATE within thirty (30) days of receipt of the billings from the STATE.

7. SIGNALS

If a signal system is installed on any portion of the STATE PROJECT that is also within the CITY'S municipal boundaries, that signal system will be subject to the agreement entered into between the parties effective April 2, 2008, and entitled "Maintenance Agreement Between a Local Government Authority and the State of South Dakota for Traffic Signals on State Highway System," and assigned agreement number 613337 by the STATE and, any amendments to that agreement entered into by the parties now or in the future.

8. ENCROACHMENTS

The CITY will enforce the following prohibitions against encroachments in the public right-of-way on the STATE PROJECT and on the state trunk highway system within the CITY'S jurisdictional limits:

- A. All encroachments on or above the right-of-way will be prohibited unless specifically permitted by the STATE.
- B. The use of the right-of-way by owners or lessees of abutting property for the storage of vehicles, placement of portable signs, or other private use will be prohibited.
- C. Where the highway passes through established business districts and the buildings are at the property line and are continuous or very closely spaced, encroachments overhanging the right-of-way will be prohibited except under the following conditions:
 - i. Awnings, canopies, marquees, and similar installations on buildings will be permitted to remain in place until such time that they become functionally or structurally obsolete, provided that the edge of such encroachment be not less than three feet (3') back from the face of the curb;
 - ii. Advertising or other similar signs which are less than three feet (3') back from the face of the curb and are supported wholly from the front of the building will be permitted to remain in place until such time that they become functionally or structurally obsolete, provided that the bottom of such encroachment be not less than fourteen and a half feet (14.5') above the curb elevation;
 - iii. The replacement of obsolete or the installation of new awnings, canopies, marquees, advertising signs, or similar installations supported wholly from the building will be permitted provided that no part of the encroachment is less than three feet (3') back from the face of the curb and eight feet (8') above the curb elevation; and
 - iv. In the event the encroachments referred to in subparagraphs C i., ii., and iii., above, by reason of color or placement, obscure or in any way detract from the effectiveness of the highway signs, traffic signals, pedestrian safety, or interfere with the free or safe flow of the traffic, the CITY will cause the removal of such encroachments or take appropriate measures to improve highway signs or traffic signals and traffic safety

- v. The provisions of subparagraphs C. i., ii., iii., and iv., above, do not apply to isolated business or commercial buildings in outlying areas.
- vi. Where there are encroachments of long standing which will in no way impair the highway operation or interfere with the free and safe flow of traffic and, in the opinion of the STATE, the immediate removal would impose unreasonable hardship, the STATE may, at its discretion, permit the encroachment to remain for a specific period. This permission is subject to revocation or extension at the STATE'S discretion. (Each existing encroachment located within the STATE PROJECT, if any, will be described in an attached **Exhibit A.**)

D. On Federal Aid Projects, no encroachments will be permitted except in conformance with 23 CFR 1.23.

9. UTILITIES

The CITY will control the location and maintenance of utilities within the CITY'S right-of-way so as not to impair the free flow of traffic and to provide maximum safety to the traveling public.

10. SPEED LIMITS

The CITY will not designate a speed limit within the STATE PROJECT or on the remaining state trunk highway system within the CITY'S jurisdictional limits. The CITY will request any change in the speed limit and the STATE will consider such change, after appropriate engineering and traffic investigations have been made.

11. PARKING

The CITY will enforce the prohibition of all parking, standing, and stopping in the traffic lanes on the STATE PROJECT and on the state trunk highway system within the CITY'S jurisdictional limits in accordance with South Dakota State Codified Laws Chapter 32-30. The CITY will establish parking prohibitions along the CITY'S streets within the STATE PROJECT if parking becomes a safety concern or hindrance.

The CITY further agrees where curbs are not installed and are not to be installed under the proposed improvement, the curbs, when proposed to be constructed in the future, will be at a lateral distance approved by the STATE. The CITY will be responsible for installation and financial obligations of any future constructed curbs.

12. ACCESS

The CITY will not allow access to the state trunk highway system within the CITY'S jurisdictional limits without the STATE'S or the STATE'S authorized representative's prior written approval.

13. LIGHTING

When a roadway lighting system or flashing beacon system is installed on any street within the STATE PROJECT or on any portion of the state trunk highway system within the CITY'S jurisdictional limits, the CITY will provide electrical power necessary to operate the system, and will provide all necessary maintenance and replacements, in kind, of all parts, poles, and apparatus of said system, to ensure the continuing operation of said system until such time as the parties to this Agreement will agree to discontinue the operation of the said system. To this end, the STATE transfers ownership to the CITY of the roadway lighting system installed as part of the STATE PROJECT, and the CITY will be responsible for replacement of poles which may be damaged due to weather or by vehicle crashes. The STATE will retain ownership of the flashing beacon system.

The STATE will retain all rights to operate the roadway lighting system and be responsible for any

replacements due to reconstruction of the state highway route or due to necessary system-wide upgrades, subject to the CITY'S maintenance responsibilities below.

If any utility seeks to locate on the light poles of the roadway lighting system, a permit will need to be obtained from both the STATE and the CITY.

Prior to changing the operation parameters of any flashing beacon on a state highway route, including, but not limited to, flash rate, light intensity, number and location of displays, and hours or days of operation, from those originally set or currently approved by the STATE, the CITY will submit, in writing, the necessary data and proposed changes to the Department of Transportation Area Office. The CITY will not make any changes without the approval of that office.

The CITY will obtain approval from the Department of Transportation Area Office prior to attachment of banners, signs, or other appurtenances to the light poles.

14. GENERAL CITY MAINTENANCE

The CITY will be responsible for providing timely maintenance of the STATE PROJECT and the remaining state trunk highway system within the municipal boundaries of the CITY and any future expansions of the CITY'S municipal boundaries, except the South Dakota Highway 50 (SD50) Bypass located within the CITY'S municipal boundaries. The CITY'S maintenance responsibilities will include, but are not limited to:

- A. Debris and litter removal;
- B. Maintenance, repair, and replacement of sidewalks and curb ramps, including detectable warnings, in accordance with the Americans with Disabilities Act;
- C. Snow and ice removal from roadways and sidewalks, if the CITY'S population is deemed to be 2500 or more, except snow removal from driving lanes and shoulders located on South Dakota Highway 19 (SD19) along West Cherry Street and Stanford Street within the CITY'S municipal boundaries;
- D. Snow and ice removal from sidewalks and parking areas, if the CITY'S population is deemed to be less than 2500, with the STATE having responsibility for plowing snow and ice from driving lanes and shoulders;
- E. Any necessary hauling of snow, including snow plowed by the STATE from driving lanes and shoulders;
- F. Surface maintenance and replacement of sidewalks due to removal of snow by the CITY with equipment;
- G. Roadway sweeping, except that the STATE will be responsible for roadway sweeping if the CITY'S population is deemed to be less than 2500;
- H. Maintenance of rural section drainage;
- I. Cleaning, repair, and replacement of storm sewers and drop inlets, including any frames and grates, except that the STATE will be responsible for replacement of storm sewers and drop inlets, including any frames and grates, if the CITY'S population is deemed to be less than 2500;
- J. Vegetation and weed management of boulevards, split medians, raised medians, and other areas where undesirable vegetation exists; All right-of-way vegetation and weed management within curb and gutter sections;
- K. Maintenance of stamped or colored concrete, trees, flowers, decorative plants, and watering systems in boulevards, split medians, raised medians, and other areas within the right-of-way; and
- L. All repairs or maintenance of the STATE'S right-of-way, including the driving surface, related to or necessitated by the CITY'S installation, repair, or maintenance of utilities.

15. PAVEMENT MARKING MAINTENANCE

If the CITY is deemed to have a population of 2500 or more, the CITY will be responsible for maintaining the applicable pavement markings from the following list, at the original location on the

STATE PROJECT and on the state trunk highway system, within the CITY'S municipal boundaries and any future expansions of the CITY'S municipal boundaries, except the SD50 Bypass located within the CITY'S municipal boundaries:

- A. Stop and Yield lines;
- B. Crosswalks;
- C. Word message pavement markings, including but not limited to "PED XING," "SCHOOL XING," "LANE," and "RXR";
- D. Parking space markings;
- E. Speed measurement markings;
- F. Curb marking; and
- G. Accessibility parking space marking.

All pavement markings for which the CITY is responsible will be maintained in the same manner, dimensions, and locations as originally established by the STATE, so long as the same is in accordance with the most recent version of the federal Manual on Uniform Traffic Control Devices (MUTCD).

The STATE will maintain all other pavement markings on the state trunk highway system which are not identified above as a CITY responsibility. The parties understand and agree that if the CITY is deemed to have a population of less than 2500, the STATE will be responsible for all pavement markings on the state trunk highway system.

16. SIGN MAINTENANCE

If the CITY is deemed to have a population of 2500 or more, the CITY will be responsible for maintaining the following signs at the locations and on supports as originally installed on the STATE PROJECT and on the remaining state trunk highway system within the CITY'S municipal boundaries and any future expansions of the CITY'S municipal boundaries, except the SD50 Bypass located within the CITY'S municipal boundaries:

- A. Stop signs (R1-1) on city routes approaching the state trunk highway system;
- B. Yield signs (R1-2) on city routes approaching the state trunk highway system;
- C. Parking, standing, and stopping signs (R7 and R8 series);
- D. Truck route signing (R14-1 series);
- E. Street name sign (D3-1);
- F. Advance street name signs (D3-2);
- G. Parking area sign (D4-1);
- H. Park and ride sign (D4-2);
- I. Evacuation route sign (EM-1);
- J. Area closed signs (EM-2);
- K. Traffic control point sign (EM-3);
- L. Maintain top safe speed sign (EM-4);
- M. Road (Area) use permit required for thru traffic sign (EM-5);
- N. Emergency aid center signs (EM-6 series);
- O. Shelter directional signs (EM-7 series); and
- P. Dynamic engine brake signs.

All signs for which the CITY is responsible will be installed and thereafter maintained by the CITY in accordance with the most recent version of the federal MUTCD, unless otherwise directed by the STATE.

If the CITY is deemed to have a population of 2500 or more, the CITY will also be responsible for installation and maintenance of all Emergency Snow Route (R7-203) signs as deemed necessary on the STATE PROJECT and on the remaining state trunk highway system within the CITY'S municipal boundaries and any future expansions of the CITY'S municipal boundaries. The signs will be installed on

steel supports that meet the requirements of National Cooperative Highway Research Program (NCHRP) 350. The locations of the signs must be approved by the STATE prior to installation. The CITY will keep an inventory of all signs installed and maintained by the CITY pursuant to this Agreement, and the CITY will provide a copy of said inventory to the STATE upon request.

The STATE will install and maintain all other signs on the state trunk highway system which are not identified above as a CITY responsibility. The parties understand and agree, however, if the CITY is deemed to have a population of less than 2500, the STATE will be responsible for all sign installation and maintenance on the state trunk highway system.

17. STATE REPAIRS – DRIVING SURFACE

The STATE will be responsible for repair of the driving surface for the STATE PROJECT and the remaining state trunk highway system within the CITY'S municipal boundaries. For sections of roadway with curb and gutter on opposite sides of the roadway, the STATE'S responsibility will extend from back of curb to back of curb. For sections of roadway with curb and gutter on only one side of the roadway, the STATE'S responsibility will extend from the back of any existing curb to the edge of the finished roadway. For sections of roadway with no curb and gutter, the STATE'S responsibility will extend from the edge of the finished roadway to the edge of the finished roadway. Surface repair work to be performed by the STATE will include joint sealing, joint repair, concrete pavement repair, repair of concrete curb and gutter, chip sealing, pothole repair, patching, crack sealing, and shoulder repairs. CITY will, however, be solely responsible for any work related to or necessitated by the CITY'S installation, repair, or maintenance of utilities.

18. TEMPORARY TRAFFIC CONTROL

The CITY will adhere to Part 6 of the federal MUTCD concerning temporary traffic control when completing maintenance work activities on the state trunk highway system.

19. INDEMNIFICATION

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 solely from errors or omissions of the STATE, its officers, agents, or employees.

20. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and must be signed by an authorized representative of each of the parties.

21. CERTIFICATION REGARDING LOBBYING

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 subcontracts, 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

22. EMPLOYEE STATUS

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

23. 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 or Council 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 A.

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

City of Vermillion, South Dakota

By: Kelsey Celi-Wise

Its: Mayor

Date: 1/29/21

Attest:

Michael R. Carlson
City Auditor/Clerk

(CITY SEAL)

State of South Dakota
Department of Transportation

By: Jan Jault

Its: Interim Secretary

Date: 2-16-21

Approved as to Form:

/s/ Dustin W. DeBoer
Special Assistant Attorney General



ATTACHMENT 4.A.

Section 6 - Storm Sewer						
BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	REMARKS
450E0183	36" RCP Class 3, Furnish	484	Ft	\$45.00	\$21,780.00	Approach Pipe
450E0190	36" RCP, Install	484	Ft	\$55.00	\$26,620.00	Approach Pipe
450E0192	42" RCP Class 2, Furnish	660	Ft	\$60.00	\$39,600.00	Approach Pipe
450E0200	42" RCP, Install	660	Ft	\$55.00	\$36,300.00	Approach Pipe
450E0122	18" RCP Class 2, Furnish	6,816	Ft	\$17.00	\$115,872.00	18" Equivalent to the 60"
450E0123	18" RCP Class 3, Furnish	610	Ft	\$18.00	\$10,980.00	18" Equivalent to the 60"
450E0194	18" RCP Class 4, Furnish	452	Ft	\$20.00	\$9,040.00	18" Equivalent to the 60"
450E0130	18" RCP, Install	7,728	Ft	\$36.00	\$278,208.00	18" Equivalent to the 60"
450E2028	36" RCP Flared End, Furnish	12	Each	\$550.00	\$6,600.00	Approach Pipe
450E2029	36" RCP Flared End, Install	12	Each	\$450.00	\$5,400.00	Approach Pipe
450E2032	42" RCP Flared End, Furnish	12	Each	\$650.00	\$7,800.00	Approach Pipe
450E2033	42" RCP Flared End, Install	12	Each	\$500.00	\$6,000.00	Approach Pipe
450E2304	18" RCP Safety End, Furnish	1	Each	\$1,000.00	\$1,000.00	18" Equivalent to the 60"
450E2307	18" RCP Safety End, Install	1	Each	\$300.00	\$300.00	18" Equivalent to the 60"
450E3082	72" RCP Arch Class 2, Furnish	46	Ft	\$300.00	\$13,800.00	Approach Pipe
450E3090	72" RCP Arch, Install	46	Ft	\$80.00	\$3,680.00	Approach Pipe
450E4532	72" RCP Arch Flared End, Furnish	2	Each	\$4,000.00	\$8,000.00	Approach Pipe
450E4533	72" RCP Arch Flared End, Install	2	Each	\$1,000.00	\$2,000.00	Approach Pipe
467E0100	Class III Concrete	470	CuYd	\$1,100.00	\$517,000.00	18" Equivalent to the 60"
480E0100	Reinforcing Steel	7,644	Lb	\$2.00	\$15,288.00	18" Equivalent to the 60"
670E7200	Type C Frame and Grate	260	Each	\$1,500.00	\$390,000.00	18" Equivalent to the 60"

Cost		\$639,106.00
PE 5.5%	\$	35,150.83
CE 3.5%	\$	22,368.71
Total		\$696,700.00

Attachment for 5.E.

Date:
January 7, 2021

Type of Work:
Roadway Lighting

Project No.

County:
Clay

Location:
Vermillion, SD

PCN:
04YU

Comments:

ITEM	ESTIMATED QUANTITY	ESTIMATED PRICE	TOTAL
Footing - 2 Ft. Diameter	72	100.06	7,204.32
50' Breakaway Base Lumin Pole w/ 8' Arm	9	2837.47	25,537.23
Roadway Luminaire, LED w/P.E.	9	902.43	8,121.87
Type 1 Electrical Junction Box	6	672.67	4,036.02
Galvanized Steel Utility Pole	1	600.00	600.00
Electrical Service Cabinet	1	2073.18	2,073.18
Meter Socket	1	313.33	313.33
2" Rigid Conduit Schedule 40	1,597	3.30	5,269.28
2" Rigid Conduit Schedule 30	532	7.72	4,108.97
1/C #4 AWG Copper	5,387	1.14	7,281.18
1/C #6 AWG Copper	0	0.81	0.00
2/C #10 AWG Copper Pole & Bracket Cable	585	1.58	924.30
Mobilization			0.00
Incidental Work			3,000.00
Traffic Control			0.00
Construction Cost (inflation added here)			\$68,813
Engineering Design Cost (3.5%)			\$2,408
Engineering Construction Cost (5.0%)			\$3,441
Total Cost Estimate			\$75,000.00


**CITY OF VERMILLION
FINANCE OFFICE
25 Center Street
Vermillion, SD 57069
Phone 605-677-7056
Fax 605-677-5461**

CERTIFICATE OF COPY

Document Attached: Approved City Council minutes of January 18, 2021 that contain the New Business item 8B titled Joint Powers Maintenance and Encroachment and Financial Agreement between the City and the Department of Transportation Regarding Highway 50 (the Bypass).

I, Michael D. Carlson, do hereby certify that I am the duly appointed, qualified and acting City Finance Officer of the City of Vermillion, Clay County, South Dakota; that as such officer I am custodian of the Ordinances, Resolutions and Minutes of the City of Vermillion; that the foregoing is a true and correct copy of the approved City Council minutes of January 18, 2021, and I have carefully compared said copy with the original and depose and state that the same is a true, correct and authentic copy thereof.

Dated at Vermillion, South Dakota this 2nd day of February, 2021.



Michael D. Carlson
Finance Officer



B. Joint Powers Maintenance and Encroachment and Financial Agreement between the City and the Department of Transportation Regarding Highway 50 (the Bypass)

Jose Dominguez, City Engineer, reported that the South Dakota Department of Transportation (DOT) has been planning to reconstruct portions of the SD Highway 50 Bypass in 2021. Jose stated that the reconstruction will include the removal of the existing curb and gutter and the widening of the existing highway to ultimately include five 12-foot lanes and two four-foot shoulders and will also include streetlights from Over Drive to Crawford Road. Jose stated that the City has been working with the DOT to construct a storm sewer along the south ditch of the Bypass from Dakota Street to Over Drive. Jose stated that, to minimize construction issues and reduce construction costs, the City's and State's project will be constructed simultaneously. Jose stated that the City will need to enter into a Joint Powers Maintenance and Encroachment and Financial Agreement between the City and the Department of Transportation Regarding Highway 50 (the Bypass) for the project. Jose stated that the City has entered into similar agreements with the DOT in the past, specifically for the work along Cherry Street from the west City limits to the east City limits. The Cherry Street agreement was originally signed in 2006, with two amendments being signed in 2007. This 2006 agreement dictates the City's maintenance (roadway striping and signage, snow removal, light pole and signal pole replacements) and financial responsibilities (payment of City's share of project) for Cherry Street. Jose reported that the new agreement with the DOT dictates the maintenance and financial responsibilities of both parties. Jose reported that the City maintenance items will be specific to the storm sewer and the light poles with the City being listed as the owner of the storm sewer system and the light poles being installed. Jose reported that the financial responsibilities section states that the City will pay for the nine lights installed west of SD Highway 19 (Stanford Street). Jose noted that the City requested that these lights be installed to increase safety along all of the areas within City limits. Jose noted that the agreement also discusses the payment that the DOT will make in order to cover a portion of the cost of the storm sewer system as the DOT sees a benefit to installing the storm sewer system since it will improve drainage along the Bypass along with Cherry Street. Jose noted that the new agreement is still being modified by the DOT to remove sections that place responsibility on the City for all maintenance on the Bypass (i.e. roadway striping, signage, snow removal, etc.) Jose stated that the City has received a verbal, and written, reassurance from the DOT that the City will not be responsible for any of the roadway striping, signage, and snow removal on the Bypass. Jose stated that the DOT is currently not able to complete the modifications to the agreement before the Council meeting date. Jose noted that, at this point, the new agreement will completely remove the sections dealing with the additional maintenance (these are Sections 14, 15, and 16), or include verbiage that says that the City will not be responsible for these items on the Bypass. Jose stated that the DOT would like to have the signed copies no later than February 2nd as the project's bid opening is on February 3rd. Jose reported that, to accommodate the DOT, administration recommends that the City Council authorize the Mayor to sign the Joint Powers Maintenance and Encroachment and Financial Agreement between Department of Transportation and City of Vermillion once the final, modified, agreement is received. Discussion followed.

14-21

Alderman Holland moved approval and to authorize the Mayor to sign the Joint Powers Maintenance and Encroachment and Financial Agreement between the City and the Department of Transportation Regarding Highway 50 as modified to remove the sections dealing with the additional maintenance (these are Sections 14, 15, and 16), or include verbiage that says that the City will not be responsible for these items on the Bypass. Alderman Price seconded the motion. A roll call vote of the Governing Body was as follows: Hellwege-Y, Holland-Y, Humphrey-Y, Jennewein-Y, Price-Y, Sorensen-Y, Ward-Y, Willson-Y, Collier-Wise-Y. Mayor Collier-Wise declared the motion adopted.