

City of Riders



City Manager

1040 Harley-Davidson Way
Sturgis, SD 57785
www.sturgis-sd.gov

Voice: (605) 347-4422
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dainslie@sturgisgov.com

Council Report

Nov. 21, 2016
Jerry Cole, Rally & Events Director
Sturgis Parade of Lights Route 2016

Background/History

This is an annual event. Each year, the Sturgis Area Chamber of Commerce puts on the Winter Frostival & Parade of Lights in order to draw people to the historic Sturgis Main Street. The parade is a staple in this tradition.

Discussion

Due to the Main Street remodel/construction, the Chamber of Commerce has created an alternative route for this year's event. The proposed parade route will begin at Dr. Ismay's lot (private lot that has already agreed to the parade beginning there), near the old sale barn area and will travel down Junction, around Sturgis Regional hospital for the seniors to be able to see, then back onto Junction and ending at 1000-1098 Dudley Street block.

Budget Impact

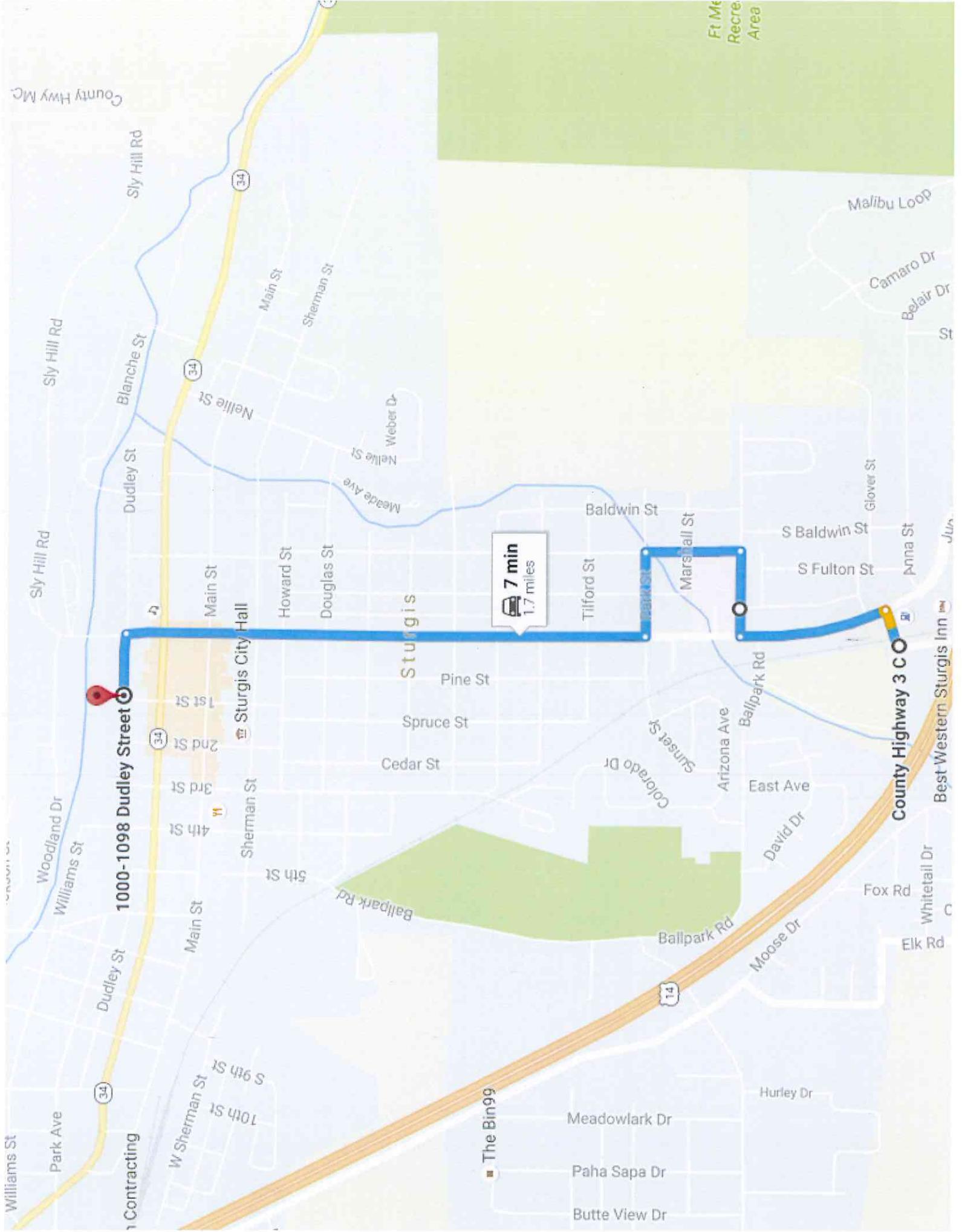
Extra police officers for the police escort will be the only impact.

Recommendation

This parade is an essential part of the Winter Frostival, and a community favorite. Our recommendation is that this alternative route be approved by the City Council.

Approved:

Daniel Ainslie, City Manager



1000-1098 Dudley Street

7 min
1.7 miles

County Highway 3 CO

Sturgis City Hall

Ft Meade Recre Area

County Hwy Mc

Contracting

The Bin99

Best Western Sturgis Inn

Elk Rd

Whitetail Dr

Fox Rd

Moose Dr

Ballpark Rd

East Ave

Arizona Ave

Colorado Dr

Cedar St

Spruce St

Pine St

Sturgis

Douglas St

Howard St

Main St

Main St

4th St

3rd St

2nd St

1st St

10th St

S 9th St

W Sherman St

Main St

Sherman St

5th St

4th St

3rd St

2nd St

1st St

Main St

Nellie St

Blanche St

Dudley St

Sly Hill Rd

Williams St

Park Ave

Dudley St

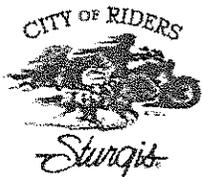
Williams St

Woodland Dr

Williams St

Dudley St

Williams St



Parade Request Form

(Please attach map with request and Certificate of Insurance)

Parade Name: Sturgis Parade of Lights

Sponsoring Organization: Sturgis Chamber of Commerce

Applicant Contact & Information: Name: Rainee Risko

Email: events@sturgisarea.com Phone: 605 349 9556

Address: 0040 Junction Ave Sturgis SD 57785
Street/PO Box City State Zip Code

Date of Parade: 12-2-16 Start Time: 6:00 End Time: 7:00

Parade Route proposed: See attached map

Starting/Lineup Location: Dr. Ismay's lot - old sale barn area
 City ROW Private Property - If so, has landowner given permission? Yes No

Description & Reason for Parade: Annual parade, free entrance with prizes in 4 categories
line-up at 5:00 pm

Please indicate if you request use of the following:

- Police Escort - If so, you are responsible for contacting the Sturgis Police Dept. to make all arrangements.
- Barricades/Barriers (quantity & location)
- Other (please explain)

**Organization is responsible for any clean up if animals participate in the parade.*

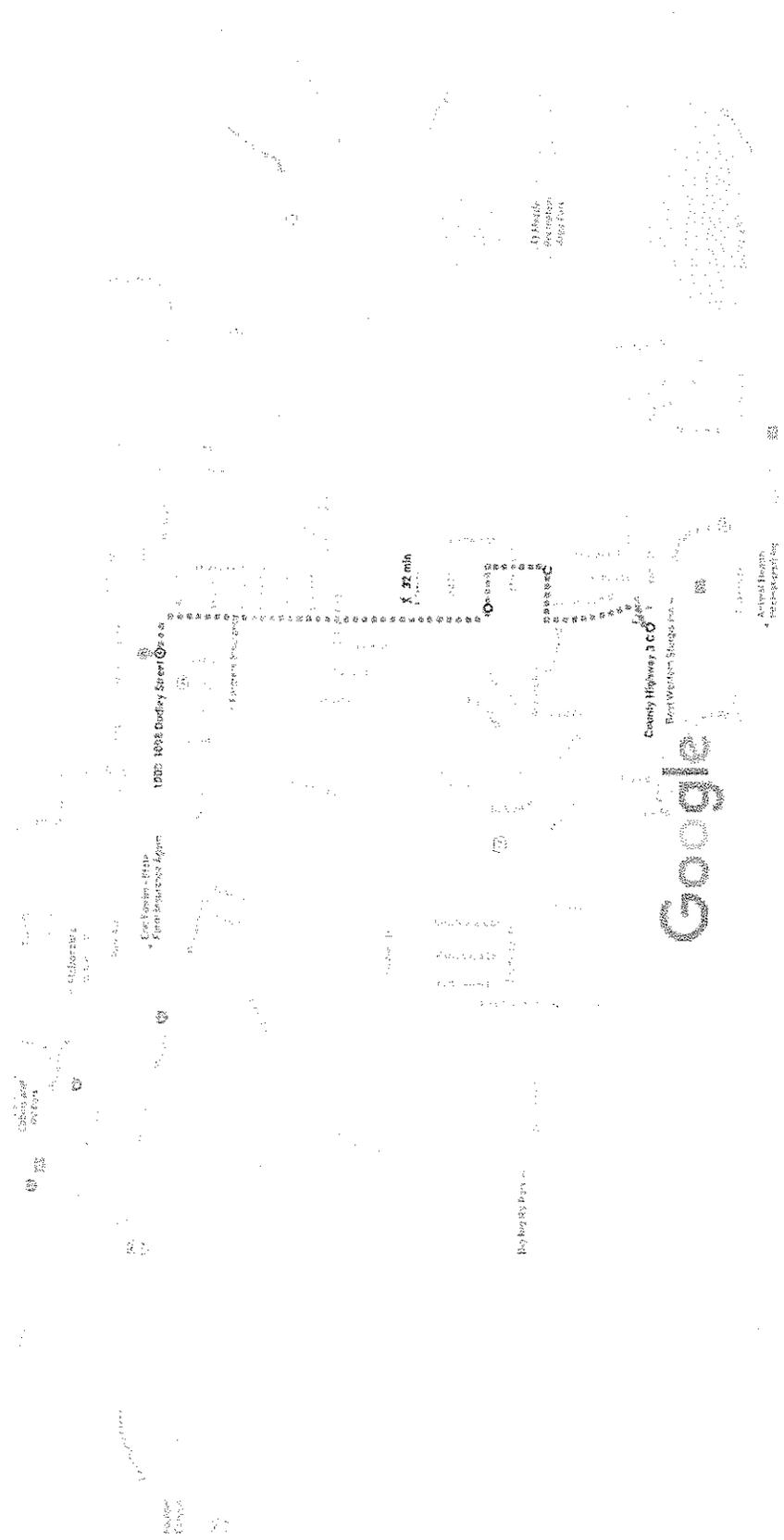
Submitted by: Rainee Risko
(Signature)

Date: 10/3/16

(Parade Request must be submitted at least 30 days in advance of event)

Google Maps

County Walk 1.7 miles, 32 min
Highway 3 C, Sturgis, SD 57785 to
1000-1098 Dudley Street, Sturgis, SD
57785





Council Report

November 21, 2016

R.Bush- Public Works Director

Resolution Authorizing Submission of Application for the Bridge Improvement Grant Program

Background/History

The City of Sturgis and the South Dakota Department of Transportation are required by Federal Statute to maintain an inventory of all bridges on public traveled routes. Each year the City of Sturgis is required to retain a SDDOT approved Engineering firm, to perform an inspection on the (7) Seven Bridges that are located within the corporate limits of the City of Sturgis and submit the findings to the SDDOT. The Structures located within the limits of the City of Sturgis remain in good overall condition, however some repairs and maintenance items need to be considered in the upcoming years. One of those structures that has been identified as needing repairs is Structure Number 47-024-427, more commonly known as the Ninth Street Bridge. Items noted on the inspection for repair include Deck Spalling, approach settlement, erosion, rotting timbers and voids in joints and asphalt surfacing.

The Bridge Improvement Grant (BIG) program was created by the 2015 legislative session in Senate Bill 1 (SB 1). SB 1 dedicated \$7 Million per year for the BIG Funds. This money comes from license plates fees and from non-commercial fees. In addition, SDDOT sets aside \$2 Million per year in gas tax funds, for a total of \$9 Million available for BIG grants in 2017. The SDDOT conducts BIG selection process annually, and is initiated in August each year, In addition those government entities that qualify may submit for Preliminary Engineering Bridge Improvement Grants (PE-BIG). Recommendation of award on PE-BIG grants are based on available funding, scoring process, level of priority and SDDOT review of suture condition.

Discussion

The Ninth Street Bridge has been identified by City staff and the Council Infrastructure Advisory Committee (IAC) as a project that needs to be completed. It is currently listed in the adopted City of Sturgis 5 Year Capital Improvement Plan as a project in 2018 at a cost of \$1 million dollars.

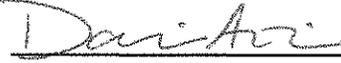
Budget Impact

The City of Sturgis is currently budgeting for a bridge repair or replacement cost of \$1 Million dollars. If we apply and are successful in obtaining a SDDOT BIG grant we could see a 50-80 % cost share in our project thru the BIG Program. That could significantly reduce the City's portion of the project cost leaving more funds for other projects.

Recommendation

City Staff would recommend the Council approve the Resolution Authorizing the Submission of Application for the Bridge Improvement Grant Program and Authorize staff to apply for the PE-BIG and the BIG grant.

Approved:



Daniel Ainslie, City Manager

RESOLUTION 2016-65
BRIDGE IMPROVEMENT GRANT PROGRAM
RESOLUTION AUTHORIZING SUBMISSION OF
APPLCATIONS

WHEREAS, the City of Sturgis wishes to submit an application/applications for consideration of award for the Bridge Improvement Grant Program:

STRUCTURE NUMBER(S) AND LOCATION(S):

47-024-427 is located on 9th Street in the City of Sturgis over Bear Butte Creek

and WHEREAS, N/A certifies that the project(s) are listed in the county's Five-Year County Highway and Bridge Improvement Plan*;
and WHEREAS, City of Sturgis agrees to pay the 20% match on the Bridge Improvement Grant funds;
and WHEREAS, City of Sturgis hereby authorizes the Bridge Improvement Grant application(s) and any required funding commitments.

NOW THEREFORE BE IT RESOLVED:

That the South. Dakota Department of Transportation be and hereby is requested to accept the attached Bridge Improvement Grant application(s).

Vote of Commissioners/Council: Yes _____ No _____

Dated at _____, SD, this _____ day of _____, _____

ATTEST:

City Finance Officer

Mayor



2017 APPLICATION FOR BRIDGE IMPROVEMENT GRANT (BIG) FUNDS

South Dakota Department of Transportation
SUBMIT APPLICATION TO: Wade.Dahl@state.sd.us

| | | |
|---|--|--|
| Identifi- fication | Bridge ID # <u>10-024-427</u> Owner <u>City of Sturgis</u> Location <u>City of Sturgis</u> | Fed Aide Route Number: <u>NA</u> Over: <u>Bear Butte Creek</u> Road/Street/Avenue Name: <u>9th Street</u> Proposed Const. Year: <u>2018</u> |
| Grant | Total Project Amount \$ <u>39,729</u> = Requested Grant Amount \$ <u>31,783</u> + Local Match \$ <u>7,946</u> Select One: <input checked="" type="checkbox"/> Preliminary Engineering Grant (PE-BIG) (80% of approved design hour costs maximum) <input type="checkbox"/> Preservation BIG Grant (\$37,500 min. = \$30,000 + \$7,500 Local Match (20%)) <input type="checkbox"/> Major Rehab/Replacement Grant (BIG) (\$125,000 min. = \$100,000 + \$25,000 Local Match (20%)) Select All That Apply: <input type="checkbox"/> Request DOT Geotechnical Services <input type="checkbox"/> Request DOT Right of Way Services(example: Tribal Lands) | |
| Eligibility | All Projects: (Attach separate sheet with explanation if any of the following are False) Structure serves multiple residences, farms, ranches or a multi-lot development? <input checked="" type="checkbox"/> True <input type="checkbox"/> False Structure is located on a Full Maintenance Road? <input checked="" type="checkbox"/> True <input type="checkbox"/> False Roadway does not terminate into a field entrance, driveway, single residence, farm, or ranch? <input checked="" type="checkbox"/> True <input type="checkbox"/> False Local Public Agency (LPA) is in full compliance with Federal and State NBIS requirements? <input checked="" type="checkbox"/> True <input type="checkbox"/> False County Applicant: Amount of County Wheel Tax per wheel for >6000 lb classification: <u>NA</u> Is the structure listed in the County 5-year plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No For Preliminary Engineering: (Attach cost proposal (DOT format) of the requested work) For Preservation: (Attach separate sheet w/ description of requested work, Engineer's cost proposal (Design & CE separated in DOT format), Engineer's cost estimate for construction, and photos of existing conditions to be addressed) For Major Rehab/Replacement: (Attach Type, Size, & Location (TS&L) report and an, Engineer's cost proposal (Design & CE separated in DOT format), and Engineer's cost estimate for construction) | |
| Prioritization | Describe the economic importance of evaluating/replacing this bridge (attach additional sheets as needed): <u>See Attached Sheet</u> <hr/> <hr/> Bid Ready Plans (Attach final plans, final hydraulics, load ratings, design calculations and check design, certifications, and permits)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| LPA Authorization | Rick Bush, Sturgis Public Works Director LPA Contact (print) Contact email and phone number: <u>605-347-3916 RBush@sturgisgov.com</u> Attach resolution from Commission/Council authorizing application of grant(s). | |
| Recommendation | STATE AID USE ONLY | |
| | Date Received: _____ BIG Candidacy <input type="checkbox"/> Yes <input type="checkbox"/> No Statewide Ranking _____ BIG Funds \$ _____ (_____ %) | |
| | BIG Recommendation <input type="checkbox"/> Yes <input type="checkbox"/> No Local Match \$ _____ (_____ %) | |
| | TOTAL \$ _____ | |
| | SDDOT Local Government Engineer _____ Date _____ | |
| Commission Approved on: _____ Project Number: _____ | | |

Economic Importance

Brosz Engineering, Inc.

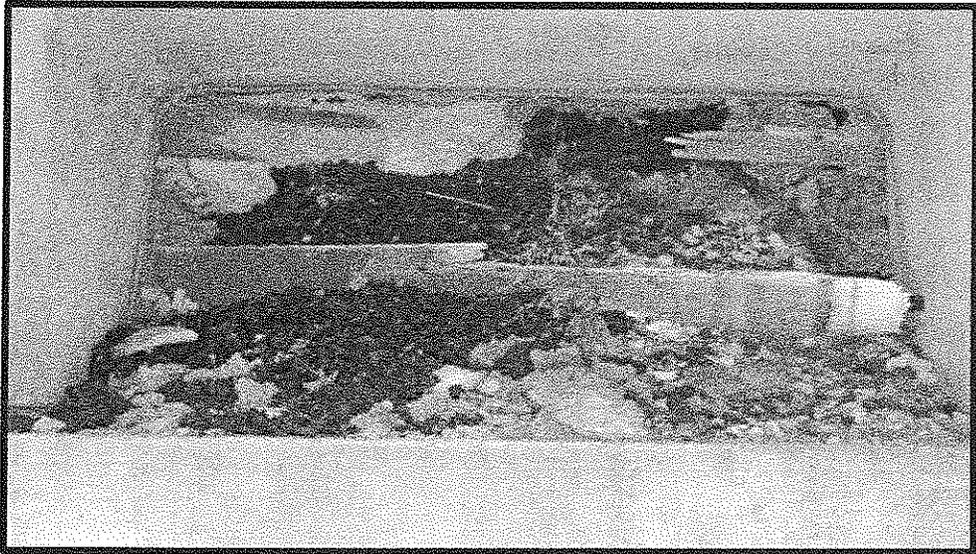
Project: Structure 47-024-427

**Located on 9th Street over Bear Butte Creek
City of Sturgis**

The structure is located on 9th Street which is classified as an urban collector in the City of Sturgis. This route serves as a significant access to the City from a high density residential section of town. The route also serves as the main access for emergency vehicles to the residential area as well as city maintenance vehicles, waste collection vehicles and access for utility companies to maintain their infrastructure. A closure of this structure would create an approximate 2 mile detour for the area and have a significant negative effect on the general public who depend on this crossing every day.

The existing structure was built in 1972 and is a 127' triple span double tee concrete bridge with a sufficiency rating of 57.1. The bridge has several areas of concern by the City and will look at potentially replacing this structure in the near future.





Preliminary Engineering Cost Estimate
Brosz Engineering, Inc.
Project: Structure 47-024-427
Located on 9th Street over Bear Butte Creek
City of Sturgis

| Direct Labor Salary Cost: | Estimated Hours | Hourly Rate | Estimated Cost |
|---------------------------------------|------------------------|--------------------|-----------------------|
| Jason Hanson- Sr. Engineer I | 50 | \$41.00 | \$ 2,050.00 |
| John Erk - Engineer II | 220 | \$31.00 | \$ 6,820.00 |
| Jess Ellingson - Senior Engineer Tech | 20 | \$24.20 | \$ 484.00 |
| Chad Erk - Engineer Tech I | 60 | \$23.00 | \$ 1,380.00 |
| Mike Jordan -Survey Manager | 50 | \$34.00 | \$ 1,700.00 |
| Andy Wildberger | 60 | \$20.10 | \$ 1,206.00 |
| Total Direct Labor Cost | 460 | | \$ 13,640.00 |

| | | | |
|-----------------------|---------|----|-----------|
| Labor Overhead Cost: | 156.70% | \$ | 21,373.88 |
| Fixed Fee | 13.00% | \$ | 4,551.80 |
| Capital Cost of Money | 1.20% | \$ | 163.68 |

Direct Expenses:

| | | |
|------------------------------|-----------|----------|
| Mileage | \$ | - |
| Meals (Per Diem) | \$ | - |
| Lodging | \$ | - |
| Photocopies | \$ | - |
| Postage | \$ | - |
| Miscellaneous | \$ | - |
| Total Direct Expenses | \$ | - |

Rounding

| | | |
|--------------|-----------|------------------|
| Total | \$ | 39,729.36 |
|--------------|-----------|------------------|

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF SECRETARIAT
OFFICE OF AIR, RAIL AND TRANSIT
BECKER-HANSEN BUILDING
PIERRE, SOUTH DAKOTA
FOR
PROJECT NO. AP0054-2016

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 "STATE," and the city of Sturgis, South Dakota, referred to in this Agreement as the "SPONSOR."

BACKGROUND:

- A. The STATE and the SPONSOR have entered into an Agency Agreement for the purpose of establishing, constructing, and maintaining an airport on a portion of Sections Three (3), Ten (10), and Eleven (11), of Township Five North (5N), Range Six East (6E) of the Black Hills Meridian, Meade County, South Dakota, referred to in this Agreement as the "Airport."
- B. The SPONSOR requested financial assistance from the STATE for the development of the Airport.
- C. The SPONSOR acquired satisfactory title to the property on which the Airport will be located and indicated the SPONSOR'S desire to use the same for an Airport.
- D. The SPONSOR proposes the development of the Airport will consist of the following described items, referred to in this Agreement as the "Project":

Purchase a truck and snow plow.
- E. The total estimated cost of the Project is shown on the Engineer's Estimate, entitled "Summary of Project Costs," attached to this Agreement as Exhibit A.

NOW, THEREFORE, in consideration of these facts and the mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Payment

Pursuant to and for the purposes of carrying out the provisions of SDCL 50-7-15, the STATE will share in the cost of the Project in the amount of **one hundred percent (100%) of the total eligible Project costs, but in no event will the STATE'S TOTAL SHARE exceed the amount of Sixteen Thousand, Four Hundred Thirty-three Dollars and Fifty-four Cents (\$16,433.54)**. The STATE will pay the STATE'S share of the eligible Project costs from the SPONSOR'S allocated fuel tax account.

Section 2. Termination

1. For Convenience. The STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement if both parties agree in writing that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
2. For Cause. The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:
 - (a) The SPONSOR takes any action pertaining to this Agreement without the STATE'S approval when, under the terms of this Agreement, the STATE'S approval is required.

- (b) The commencement, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, impossible, or illegal.
- (c) The SPONSOR is in default under any provision of this Agreement.

Section 3. SPONSOR Assurances

1. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of this Agreement.
2. The SPONSOR will not exercise, grant, or permit any exclusive right for the use of the Airport. This provision will not be construed to prohibit the granting or exercising of an exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature.
3. The SPONSOR will suitably operate and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow facilities on Airport property which would interfere with the SPONSOR'S use for aeronautical purposes in a safe manner. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.
4. Insofar as is within the SPONSOR'S powers, the SPONSOR will prevent the use of any land either within or outside the boundaries of Airport in any manner, including construction, which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. The SPONSOR will notify the STATE as soon as any information is known which may cause or create such hazards to the Airport.
5. The SPONSOR will not enter into any transaction which would operate to deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made in this Agreement, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. If an arrangement is made for management or operation of Airport by an agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

Section 4. Special Conditions

1. The SPONSOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. The SPONSOR will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. Failure to comply with federal requirements related to right-of-way, environmental clearances, utilities, contract provisions, and the bid letting process could jeopardize future federal funding.
2. The SPONSOR will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by the STATE. If the SPONSOR withholds payment beyond this time period, the SPONSOR will submit written justification to the STATE, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.
3. The SPONSOR must submit any proposed change affecting the Project to the STATE in writing for the STATE'S approval prior to any change.

4. 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 to this Agreement.
5. The SPONSOR will maintain an accurate cost accounting system for all costs incurred under this Agreement with costs clearly identified with activities performed under this Agreement. All Project charges will be subject to audit in accordance with the STATE'S current procedures and 2 CFR Part 200.
6. Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to this Agreement during the SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.
7. 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, the 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.
8. The SPONSOR will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.
9. The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.
10. The SPONSOR will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the SPONSOR performing services under this Agreement. This section does not require the SPONSOR to be responsible for or defend against claims or damages arising solely from acts or omissions of the STATE, its officer, agents, or employees.
11. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:
 - A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for or on behalf of the federal government, including work relating to a grant or subgrant.
 - B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
12. The SPONSOR has designated its Mayor as the SPONSOR'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the SPONSOR. A copy of the SPONSOR'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the SPONSOR'S authorized representative is attached to this Agreement as **Exhibit B**.
13. The effective date of this Agreement is **September 27, 2016**.

This Agreement has been executed by the STATE and the SPONSOR, acting by and through their duly authorized representatives.

City of Sturgis, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Mayor

Its: Program Manager
Office of Air, Rail, and Transit

Date: _____

Date: _____

Attest:

City Auditor/Clerk

(City Seal)

| | | |
|--|---|---|
| SUMMARY OF PROJECT COSTS | | Project Number AP0054-2016 |
| Sponsors Name and Address CITY OF STURGIS STURGIS, SD | | Description Truck and Snow Plow |
| Official Name and Location of Airport STURGIS MUNICIPAL AIRPORT 1040 HARLEY-DAVIDSON WAY STURGIS, SD 57785 | | Aero Comm Approved 09/27/2016 |
| | | Max Fuel Tax Funds \$16,433.54 |
| DESCRIPTION | LATEST REVISED TOTAL ESTIMATED COST | ACTUAL COST INCURRED TO DATE |
| I. EQUIPMENT- | | |
| A. Truck and Snow Plow | \$16,433.54 | \$0.00 |
| II. CONSTRUCTION: N/A | | |
| III. ENGINEERING: N/A | | |
| IV. ADMINISTRATION | | |
| TOTAL PROJECT COST | \$16,433.54 | \$0.00 |
| FUEL TAX SHARE-100% w/MAX | \$16,433.54 | \$16,433.54 |
| \$16,433.54 | | |
| LOCAL SHARE | \$0.00 | (\$16,433.54) |
| CERTIFICATION: | | |
| DATE: | | PREPARED BY: |
| SCOPE: Purchase truck and snow plow for airport use only. | | |

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
FUNDING 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 "STATE," and the city of Sturgis, South Dakota," referred to in this Agreement as the "CITY."

BACKGROUND:

1. The CITY wants the STATE to install span wire flashing beacon at the intersection of United States Highway 14A (US14A) and Moose Drive to be used during the Sturgis Motorcycle Rally, referred to in this Agreement as the "PROJECT."
2. The STATE is willing to add the PROJECT to the STATE'S contract with Heavy Constructors, Inc.

THE STATE AND THE CITY MUTUALLY AGREE AS FOLLOWS:

1. The STATE will add the PROJECT to the STATE'S contract with Heavy Constructors, Inc. as a construction change order.
2. The CITY and the STATE will share in the cost for the materials and installation of the PROJECT. The CITY will reimburse the STATE for one-third (1/3) of the PROJECT costs for materials and installation in the amount of Fifteen Thousand Six Hundred Sixty-eight Dollars and Thirty-six Cents (\$15,668.36).
3. The CITY will provide electric power necessary to operate the span wire flashing beacon and will provide all necessary maintenance and replacements, in kind, of all parts and apparatus of the span wire flashing beacon, to insure the continuing operation of the span wire flashing beacon until such time as the parties to this Agreement agree to discontinue the operation of the system.
4. Either party may terminate this Agreement upon thirty (30) days' written notice to other party.
5. 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.
6. While performing services under this Agreement, the CITY is an independent contractor and not an officer, agent, or employee of the STATE.

No employee of the CITY engaged in the performance of services required under this Agreement will be considered an employee of the STATE. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered under this Agreement by the CITY will be the STATE'S obligation or responsibility.

7. 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 its obligation under this Agreement.
8. The CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services 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.

9. 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.
10. 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.
11. 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.
12. The CITY has designated its City Manager as the CITY'S authorized representative and has empowered the City Manager 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 Manager as the CITY'S authorized representative is attached to this Agreement as **Exhibit A**.

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the CITY to enter into the same.

City of Sturgis, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: City Manager

Its: Region Engineer

Date: _____

Date: _____

Attest:

Approved as to Form:

City Auditor/Clerk


Special Assistant Attorney General

(CITY SEAL)