

FALL RIVER COUNTY UNAPPROVED MINUTES OF JUNE 18, 2019

The Fall River Board of County Commissioners met in regular session on June 18, 2019. Present: Ann Abbott, Joe Allen, Joe Falkenburg, Paul Nabholz, Deb Russell and Sue Ganje, Auditor.

The Pledge of Allegiance was given and the meeting called to order at 9:00 a.m.

The agenda was reviewed for conflicts; none were noted. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

Motion made by Abbott, seconded by Allen, to approve the agenda, as written.

Motion made by Nabholz, seconded by Russell, to approve the June 4, 2019 minutes.

Motion made by Russell, seconded by Nabholz, to approve the auditor's account with the treasurer as follows:

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS OF FALL RIVER COUNTY:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 31st day of May, 2019.

Total Amt of Deposit in First Interstate Bank:	<u>\$1,416,344.83</u>
Total Amt of Deposit in First National Bank of Lead:	<u>\$1,000.00</u>
Total Amount of Cash:	<u>\$2,990.28</u>
Total Amount of Treasurer's Change Fund:	<u>\$900.00</u>
Total Amount of Checks in Treasurer's	
Possession Not Exceeding Three Days:	<u>\$38,269.81</u>
SAVINGS:	
First Interstate Bank:	<u>\$208,213.63</u>
First National Bank of Lead:	<u>\$1,027,116.74</u>
CERTIFICATES OF DEPOSIT:	
First Interstate-Hot Springs:	<u>\$3,553,492.10</u>
Black Hills Federal Credit Union:	<u>\$250,000.00</u>

Bank of the West	<u>\$525,542.47</u>
Schwab Treasury	<u>\$1,300,000.00</u>

Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:

Register of Deeds Change Fund: \$500.00
Highway Petty Cash: \$20.00
Election Petty Cash: \$15.00

RETURNED CHECKS:

Bayan, Fritchie	\$957.52, Lic 08/24/2018
Hiermeier, Melvin	\$47.33, Lic 04/30/2019
Quinn, Terence	\$367.80, Lic 05/06/2019

TOTAL \$8,325,777.51

Dated This 31st Day of May, 2019.

/s/ Sue Ganje, County Auditor of Fall River County

County Monies: \$7,752,909.85
Held for other Entities: \$392,638.59
Held in Trust: \$180,229.07
TOTAL: \$8,325,777.51

The Above Balance Reflects County Monies, Monies Held in Trust, and Monies Collected for and to be remitted to Other ENTITIES: SCHOOLS, TOWNS, TOWNSHIPS, FIRE, AMBULANCE AND ROAD DISTRICTS, AND THE STATE.

Motion made by Nabholz, seconded by Allen, to approve a pay raise for Carlo Gibson (Highway Department), effective, June 10, 2019 from \$15.05 to \$16.05 (2080 hours), as per union contract.

There were no county assistance or death expense applications.

Motion made by Russell, seconded by Abbott, to not surplus the Emergency Management laptop at this time.

Motion made by Russell, seconded by Nabholz, to approve the quote for a new Emergency Management laptop computer from Golden West Technologies, in the amount of \$741.11.

Motion made by Nabholz, seconded by Allen, to authorize the Auditor to send a letter to the Union to set up dates for negotiations.

There were no YouTube comments. The board requested that this only be on the agenda in the future when there were comments.

Frank Maynard, Emergency Management, met with the board. The PDM Pre-Disaster Mitigation) kickoff meeting was held on June 14; more meetings will follow. The recent round of rain and flooding has presented more issues on damages concerning the PDA (Preliminary Disaster Assessment). The 2019 full scale exercise was held at the Fall River Health Service complex as required by the SLA. Maynard also updated the board about applications for the temporary employee position in his office; approval request will be at the next meeting.

Motion made by Nabholz, seconded by Russell, to approve the purchase of a GPS unit for GIS from Frontier Precision, in the amount of \$1,349.00.

Maynard also updated the board on fires and incidents, the museum and the command trailer.

Susie Hayes, Director of Equalization, met with the board. Motion made by Allen, seconded by Abbott, to approve the abatement for Southern Hills Evangelical Free Church, parcel number 75500-03200-00400, in the amount of \$1,266.66, for pay 2019 taxes. With Nabholz abstaining, all others voting yes, motion carries.

Motion made by Allen, seconded by Russell, to approve the abatement for the Boys and Girls Club, parcel number 75410-00100-00700, in the amount of \$2,448.92 and parcel number 75410-00100-01294, in the amount of \$176.20, for a total of \$2,625.12, for pay 2019 taxes.

Paul Nabholz, Commissioner, met with the board. Motion made by Nabholz, seconded by Russell, to table the employee concealed carry item until later in the meeting.

Nabholz stated that at the last meeting he had misspoke about county costs of riot control. Russell was correct about riot suppression costs remaining at \$1,000,000, plus risk to Fall River for the costs of riot control.

Nabholz spoke of the Lookout Solar Project in Oglala Lakota County. Nabholz was elected chairman of the Local Review Committee for the project. This committee will review impacts to Custer, Fall River and Oglala Lakota Counties and submit reports to the PUC Commission. KLJ Engineering will help to provide the reports to the PUC. The project is in the early stages.

Melody Engebretson, met with the board, to present her 2020 requested budget.

Ali DeMersseman, Black Hills Council of Local Government, met with the board with discussion on the Bulldoze, Build and Beautify grant. The grant is a 50/50 grant for the site preparation to get it to build-ready state. The county would then have 3 years to build a house on the site. Questions were asked on costs if this does not happen, the county would repay the grant in its entirety. There would be some upfront costs. The board wanted more of a step by step layout of costs and a timeline to get things done before they proceeded, which DeMersseman will get to the board.

DeMersseman also presented her 2020 requested budget.

Motion made by Nabholz, seconded by Russell, to remove the employee concealed item off the table.

Seventh Judicial Circuit Presiding Judge Pfeifle met with board to discuss employees' carry of concealed weapons in the courthouse. Pfeifle noted appreciation that the county did the security analysis of our county facility, as he recommended, creating a first line of defense. At this time, and with the changes coming at the Capital of South Dakota and along with discussions within the court administrator's system, it makes sense to outline what the court system would be willing to accept. Judge Pfeifle's own opinion is to not expand access to weapons in this facility, as bigger risks and problems are then created. Regardless, with the request brought forth by Commissioner Nabholz to allow employees of the county to bring weapons into this facility, certain suggestions were made. This includes employees taking the enhanced carry class; for employees to inform the sheriff in writing of their intent to carry a weapon in their workplace on a daily basis so the Sheriff knows who is carrying on any given day; to keep weapons on themselves or locked in a drawer to avoid questions; to make it clear that this is for county employees only to carry and to not allow weapons in the courtroom, Clerk of Court's office, the Court Service's office or anywhere in the courthouse that there are court functions and ensure maintained or increased security on court days. He also suggested the county also have a discussion with the security team who previously analyzed the courthouse for any further suggestions and to contact our insurance carrier. With the above suggestions, Judge Pfeifle said they would be comfortable coming back and holding court. Questions were then asked and answered. Before leaving, the Judge noted that he would be in contact with the county if the Capital carry policies vastly change from this discussion.

Nabholz noted that the issue of employee gun carry is needed due to the size of our county and lack of law enforcement coverage every day in the courthouse. Nabholz read a statement, noting his belief that employees and the public should be able to carry in the courthouse.

Motion made by Nabholz that county employees, who are not otherwise barred, may carry guns and knives in the courthouse under the following conditions:

- 1) Employees shall provide the Sheriff in writing of their intent to carry while at the courthouse;
- 2) Employees shall keep their guns and knives on or within five feet of their persons;
- 3) Employees carrying guns in the courthouse shall possess a valid South Dakota Enhanced Concealed Carry Permit;
- 4) Employees shall not carry in the courtroom when court is in session;
- 5) The existing courthouse door signs citing SDCL 22-14-23 will be supplemented with, "Note: Qualified county employees may be armed."

Discussion was held on how to amend the motion on the daily intent to notify the sheriff. Nabholz retracted the original motion as there was no second. Motion made by Nabholz, seconded by Russell, that county employees, who are not otherwise barred, may carry guns and knives in the courthouse under the following conditions:

- 1) Employees shall provide the Sheriff in writing of their intent to carry at the courthouse routinely, or, those who occasionally carry will notify him each time they carry;
- 2) Employees shall keep their guns and knives on their persons or locked and unable to be used;

- 3) Employees carrying guns in the courthouse shall possess a valid South Dakota Enhanced Concealed Carry Permit;
- 4) Employees shall not carry in the courtroom when court is in session;
- 5) The existing courthouse door signs citing SDCL 22-14-23 will be supplemented with, "Note: Qualified county employees may be armed."

Discussion was held on pros and cons of employees carrying, suggestions made by Judge Pfeifle following the Judge's suggestions, insurance and liabilities. With a roll call vote, Abbott and Allen voting no, all others voting yes, motion carries.

Joan Howard, Southern Hills Economic Development President, met with the board to present her 2020 requested budget.

The board discussed the possible oil well to be drilled by T-C Oil Company and the use of county roads to do this project, and asked Seiler to do some follow up, and State's Attorney will review any documents needed to check damage assurance.

Joe Falkenburg, Commissioner, met with the board and gave a review of the county roads he toured on and gave updates on their conditions. While some need continued repairs, Falkenburg believes the roads are fair, considering damages.

Discussion was held on the condition of Old Highway 79 and the condition of the black top, along with the current speed limit. Motion made by Abbott, seconded by Allen, to set a hearing on July 2, 2019 at 10:25 a.m. to discuss this road.

Randy Seiler, Highway Superintendent, met with the board. Motion made by Russell, seconded by Allen, to approve the May 2019 fuel used or work performed to reimburse the highway department as follows: Sheriff's Department, \$3,000.30; Weed, \$346.24; Emergency Management for \$91.32; Director of Equalization for \$59.35; State's Attorney for \$14.66; Auditor for \$3.29; Veteran's Service Officer for \$14.67, Register of Deeds for \$3.29; and Treasurer for \$3.29.

Fuel quotes were presented as follows:

6/3/2019 Fuel Quotes	8,000 Gal E-10 Unleaded	8,000 Gal #2 Dyed diesel
PJ'S Hide-Away	No Bid	No Bid
Nelson's Oil & Gas	\$2.44/gallon	\$2.15/gallon
MG Oil	No Bid	No Bid

Motion made by Russell, seconded by Abbott to accept the low and only bid from Nelson's Oil & Gas for 8,000 gallons of unleaded gas, at \$2.44 per gallon, for a total of \$19,200.00, and for 8,000 gallons of #2 diesel, at \$2.15 per gallons, for a total of \$17,200.00.

Motion made by Nabholz, seconded by Allen, to approve Golden West Telecommunication's application for Permit to Occupy County Highway Right-of-Way from East Southshore Road to the T-Mobile cell tower at 13226 E. Southshore Road.

Discussion was held on vacation carryover for Seiler. Motion made by Allen, seconded by Russell, to approve the carryover of 120 annual leave hours for Seiler, as per the Union Agreement.

Motion made by Russell, seconded by Allen, to declare a work emergency due to the recent road damages and allow Seiler to carryover an additional 15.5 annual leave days, as per Union Agreement. With Nabholz voting no, all others voting yes, motion carries.

Discussion was held on the road to the Custer/Fall River Landfill. Motion made by Nabholz, seconded by Allen, to move further discussion to the July 2 meeting and hold during the hearing with Old Highway 79.

Motion made by Nabholz, seconded by Allen, to approve the 2019 Highway Infrastructure Program Funding Allocation Agreement in the amount of \$222,319.78, and authorize the Chairman to sign the agreement.

Motion made by Nabholz, seconded by Allen, to leave a job opportunity open at the highway department for one additional full time employee.

Motion made by Russell, seconded by Abbott, to approve the bills as follows:

GENERAL FUND

A & B WELDING SUPPLY CO.	SUPPLY	\$185.70
AUDRA HILL CONSULTING,INC	MI QMHP EVALUATION	\$113.47
CURA HOSPITALITY	INMATE MEALS	\$8,881.76
A-Z SHREDDING INC	SHREDDING	\$56.20
BEESEY LAW OFFICE	CAAF	\$429.50
BLACK HILLS CHEMICAL	SUPPLY	\$194.56
CENTURY BUSINESS LEASING	COPIER LEASE AND USAGE	\$145.31
CHEYENNE SANITATION	SANITATION COLLECTION	\$371.73
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$262.50
DAKOTA PROPANE	UTILITY	\$545.00
EN-TECH LLC	FUMIGATION	\$110.00
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$128.75
FARRELL, FARRELL & GINSBACH	CAAF	\$3,023.22
FINK, TERESA L	COURT REPORTER	\$117.80
FITZGERALD LAW FIRM	CAAF	\$1,093.75
FALL RIVER COUNTY HERALD	PUBLICATION	\$1,089.52
FALL RIVER VET CLINIC	ANIMAL CARE	\$457.70
GOFF, GARLAND LEE	MENTAL ILLNESS	\$310.35
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$4,589.40
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$1,340.04
HOT SPRINGS ACE HARDWARE	SUPPLY	\$256.25
HORWATH LAUNDRY EQUIPMENT	PARTS	\$18.28
HOT SPRINGS AUTOMOTIVE	SUPPLIES	\$19.42
CITY OF HOT SPRINGS	CITY WATER BILL/2ND QTR. FIRE SPRINKLER	\$760.40
JAMISON, KAREN	REIMBURSEMENT/FLOWER	\$28.76
KENNEDY PIER & KNOFF LLP	MENTAL ILLNESS	\$306.50
LYNN'S DAKOTAMART	INMATE MEDICAL/INMATE PHARMACY	\$465.73

MANLOVE PSYCHIATRY GROUP	MI	\$59.90
MARCO	COPIER LEASE	\$165.00
MASTEL, BRUCE	DATABASE SETUP & MONITORING	\$35.00
MCGLUMPHY, ERIN	REIMBURSEMENT	\$195.70
MICROFILM IMAGING SYSTEMS	SCANNING EQUIPMENT LEASE	\$202.50
NUTRIEN AG SOLUTIONS	SUPPLY	\$220.00
O'NEILL, JUSTIN	CAAF	\$3,007.34
PENNINGTON COUNTY	DETOX	\$678.00
QUILL CORPORATION	SUPPLIES	\$251.88
RAPID CITY JOURNAL (THE)	PUBLICATION	\$187.13
RAPID CITY POLICE DEPT	BLOOD DRAW	\$180.00
REGIONAL HEALTH	INMATE MEDICAL	\$22.80
SDACC	CATASTROPHIC LEGAL 2	\$1,848.00
SD DEPARTMENT OF HEALTH	BLOOD DRAW	\$420.00
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$1,271.63
SDPAA	LIABILITY INSURANCE	\$80,752.59
SERVALL	RUGS AND MATS SERVICE	\$377.31
SOFTWARE SERVICES INC	SOFTWARE SERVICES	\$1,180.00
SONNY'S SUPER FOODS	SUPPLY	\$73.81
SPITZER, KRISTI	REIMBURSEMENT/FLOWER	\$27.69
WARNE CHEMICAL & EQUIP.	PARTS	\$52.21
WESTERN MAILERS	NEWSLETTER MAILINGS	\$1,080.81
WESTERN SD JUV SERV CTR	JUVENILE SERVICES	\$6,240.00
	TOTAL FOR GENERAL FUND	\$123,830.90
COUNTY ROAD & BRIDGE		
B H ELECTRIC COOP INC.	UTILITY HIGHWAY ELECTRIC	\$35.00
CHEYENNE SANITATION	SANITATION COLLECTION	\$74.00
CITY OF EDGEMONT	CITY OF EDGEMONT WATER	\$80.60
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$254.41
CITY OF HOT SPRINGS	CITY WATER BILL	\$35.33
SDPAA	LIABILITY INSURANCE	\$15,146.88
	TOTAL FOR COUNTY ROAD AND BRIDGE	\$15,626.22
911 SURCHARGE REIMBURSEMENT		
GALLS	UNIFORM ALLOWANCE	\$109.98
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$770.50
CENTURY LINK	911 DISPATCH LINES	\$590.40
SDPAA	LIABILITY INSURANCE	\$175.44
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$1,646.32
FIRE PROTECTION FUND		
SDPAA	LIABILITY INSURANCE	\$230.52
	TOTAL FOR FIRE PROTECTION FUND	\$230.52
EMERGENCY MANAGEMENT		
GLASS PRO +	REPAIRS	\$160.45
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$155.55

HOT SPRINGS ACE HARDWARE	SUPPLY	\$42.42
MARCO	COPIER LEASE	\$34.05
QUILL CORPORATION	SUPPLIES	\$17.98
SD FEDERAL PROPERTY AG	SUPPLY	\$85.00
SDPAA	LIABILITY INSURANCE	\$1,327.36
	TOTAL FOR EMERGENCY MANAGEMENT	\$1,822.81
24/7 SOBRIETY FUND		
QUILL CORPORATION	SUPPLIES	\$188.97
	TOTAL FOR 24/7 SOBRIETY FUND	\$188.97
	TOTAL PAID BETWEEN 6/5/19 AND 6/18/19	\$143,345.70

Break was taken at 10:46 a.m. and the meeting reconvened at 10:53 a.m.

Public comment was heard from Tom Cook, expressing appreciation for the work that Randy Seiler and his crew did on Cook's crossing with the recent storm, which included downstream dredging for additional water flow.

Discussion was held on county assistance protocol and possible changes that could be made. State's Attorney Ahrendt reviewed the statutes with the board. They will leave the procedure as is.

Bob Evans, Sheriff, met with the board. Motion made by Russell, seconded by Nabholz, to transfer the 2011 Chevrolet Tahoe to the Oglala Lakota County Sheriff (another governmental entity), and the other Tahoe to the Director of Equalization. A motion will be on the next agenda to surplus the Tahoe.

Evans also reported that there are 17 males and 6 females in jail. There is also 1 male and 2 females in Pennington County.

Motion made by Abbott, seconded by Nabholz to enter executive session, as per SDCL 1-25-2 (1) for personnel purposes, at 11:17 a.m. with the State's Attorney and Register of Deeds.

Meeting resumed at 11:27 a.m.

Motion made by Russell, seconded by Nabholz, to adjourn at 11:28 a.m.

/s/ Joe Falkenburg
 Joe Falkenburg, Chairman
 Board of Fall River County Commissioners

ATTEST:
/s/ Sue Ganje
 Sue Ganje, Fall River County Auditor

**FALL RIVER COUNTY
GENERAL FUND SURPLUS ANALYSIS
DATE: Estimated Mar 31, 2019**

The amount of General Fund dollars that counties can retain as surplus is restricted by SDCL 7-21-18.1 which states: "The total unreserved, undesignated fund balance of the general fund may not exceed forty percent of the total amount of all general fund appropriations contained in the budget for the next fiscal year. The total unreserved, undesignated fund balance of the general fund of the county as of March thirty-first and September thirtieth shall be published in the minutes of the proceedings of the board of county commissioners and reported to the Department of Legislative Audit. The report shall be on forms prescribed by the Department of Legislative Audit."

The following analysis should be completed as of March thirty-first and September thirtieth of each year. Thereafter, the unreserved, undesignated fund balance amount should be published in the minutes of the governing board. This analysis should also be filed with the Department of Legislative Audit.

ASSETS:

10100 Cash	2,590,352.38
10800 Taxes Receivable--Current	2,353,411.09
11000 Taxes Receivable--Delinquent	88,853.08
TOTAL ASSETS	5,032,616.55

GENERAL FUND SURPLUS ANALYSIS

LIABILITIES AND EQUITY:

22400 Deferred Revenue	2,442,264.17
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FUND BALANCES:

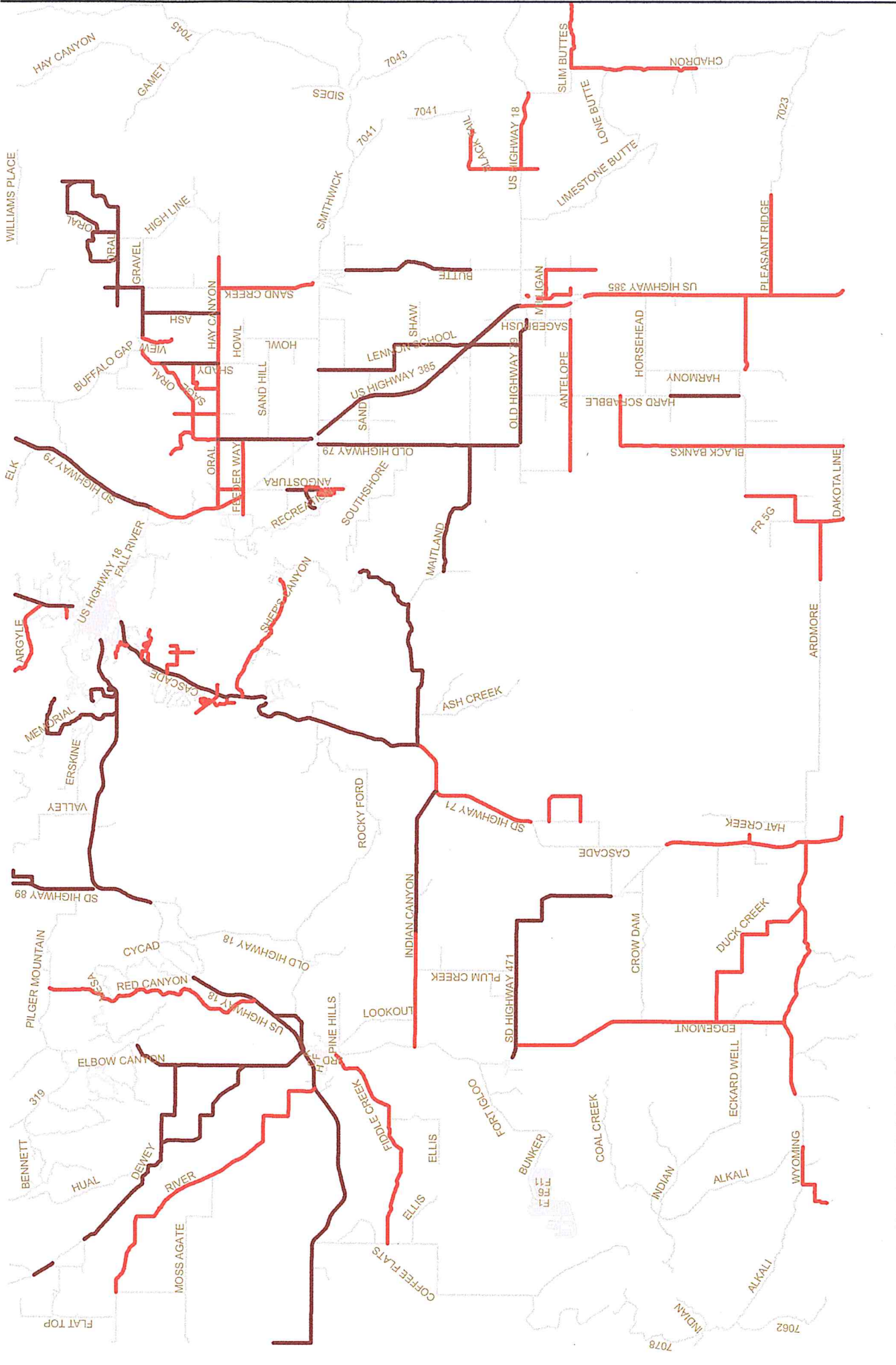
27500 Committed (list)	
Bridge #24-135113	50,000.00
New Election Equipment	53,000.00
New Boiler	450,000.00
Jail	325,000.00
27600 Assigned (one of the following)	
March - 3/4 of the current year	338,904.75
December - Subsequent Year	
27700 Unassigned	1,373,447.63
TOTAL LIABILITIES AND EQUITY	5,032,616.55

Following Year's General Fund Budget (use current year for March analysis)	4,180,032.00
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The unassigned fund balance, account 27700, divided by the following year's General Fund budget resulting in the fund balance percentage	32.86%
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911 Address Road Sign Replacement
2020 Budget

Address Marker:	\$ 18.10				
Install Cost:	\$ 3.00				
Road Sign:	\$ 25.00				
Address Markers	Address Cost	Road Signs	Road Cost		Total Cost
363	\$ 7,659.30	70	\$ 1,960.00		\$ 9,619.30



Replacement Year
 2019
 2020

911 Sign Replacement Project

Roads with address markers to be replaced



QUOTATION

Newman Signs Inc.
PO Box 1728
Jamestown, ND 58402
Phone: 800-437-9770

Prices on quote are guaranteed for 30 days

Quote #: TRFQTE018079

Quote Date: 6/24/2019

Customer Number: FAL-03-010

Ship Via: DELIVERY

Sales Rep: Cara Allbee

FOB: DESTINATION

Payment Terms: Net 30

Bill To:

FALL RIVER COUNTY
PO BOX 939
HOT SPRINGS SD, 57747

Ship To:

FALL RIVER COUNTY
27518 CACASDE RD
HOT SPRINGS SD, 57747

Header Note: THANK YOU STACEY (AMANDA / CARA)

SEQ	Item Number/Cost Code/Description/Note	Quantity	Unit Price	Extended Price
1	SPECIALTRAFFIC T-DP042012/2Z3A 42X12 - S/F - .080 - SPECIAL PUNCH / STD RADIUS- HIP - W/G- W/BDR - SEE ATT 2 EA) BETHANY ST	2.00	28.97	57.94
2	SPECIALTRAFFIC T-DP048009/2Z3A 48X9 - S/F - .080 - SPECIAL PUNCH / STD RADIUS- HIP - W/G- W/BDR - SEE ATT 2 EA) BADGER CLARK RD 2 EA) COUNTY VIEW RD 2 EA) HUMMINGBIRD RD 1 EA) INDIAN CANYON RD 2 EA) PINE SHADOWS RD 2 EA) PLAINS CREEK RD 2 EA) E CASCADE MTN RD 2 EA) W CASCADE MTN RD 2 EA) HIMMEL WRIGHT RD 2 EA) BLACK HILLS FLYWAY RD	19.00	25.87	491.53
3	SPECIALTRAFFIC T-DP042009/2Z3A 42X9 - S/F - .080 - SPECIAL PUNCH / STD RADIUS- HIP - W/G- W/BDR - SEE ATT 2 EA) GREEN ACRES RD 2 EA) HOMESTEAD RD 2 EA) HORSE CREEK RD 2 EA) PLUM CREEK RD 2 EA) W FLAG POLE RD	10.00	23.56	235.60



QUOTATION

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PO Box 1728
Jamestown, ND 58402
Phone: 800-437-9770

Prices on quote are guaranteed for 30 days

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Header Note: THANK YOU STACEY (AMANDA / CARA)

4	SPECIALTRAFFIC T-DP036009/2Z3A 36X9 - S/F - .080 - SPECIAL PUNCH / STD RADIUS- HIP - W/G- W/BDR - SEE ATT 36 EA) CASCADE RD 2 EA) FORT IGLOO RD 2 EA) LOMBARDI DR 2 EA) MERCHEN RD 2 EA) PINE VIEW RD 2 EA) PINECONE RD 2 EA) RIDGEVIEW DR	48.00	21.24	1,019.52
5	SPECIALTRAFFIC T-DP030009/2Z3A 30X9 - S/F - .080 - SPECIAL PUNCH / STD RADIUS- HIP - W/G- W/BDR - SEE ATT 2 EA) FOUR R RD	2.00	18.76	37.52
6	SPECIALTRAFFIC T-DP024009/2Z3A 24X9 - S/F - .080 - SPECIAL PUNCH / STD RADIUS- HIP - W/G- W/BDR - SEE ATT 2 EA) OAK RD 6 EA) HWY 471	8.00	16.45	131.60
7	SPECIALTRAFFIC T-DP048012/2Z3A 48X12 - S/F - .080 - SPECIAL PUNCH / STD RADIUS- HIP - W/G- W/BDR - SEE ATT 2 EA) RED CANYON RD 2 EA) 18 CUTACROSS RD 2 EA) SHEP'S CANYON RD	6.00	32.01	192.06

Subtotal:	2,165.77
Tax:	0.00
Total:	\$2,165.77

6/25/2019 1:57:14 PM



QUOTATION

****Prices on quote are guaranteed for 30 days****

Newman Signs Inc.
PO Box 1728
Jamestown, ND 58402
Phone: 800-437-9770

Quote #: TRFQTE018079

Quote Date: 6/24/2019

Customer Number: FAL-03-010

Ship Via: DELIVERY

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Header Note: THANK YOU STACEY (AMANDA / CARA)

19/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	COURTHOUSE BUILDING FUND				AS OF APRIL	19	19	IPBUDW	PAGE	20
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL	%	20 REQUESTED		20 APPROVED	
0.161 GOV BUILDING SALARIES	10100X4110161	79,405.71	91,675.58	97,347.58	89,476.29	115,781.00	27,826.37	24				
0.161 GOVERN BUILD SOC SEC	10100X4120161	6,074.54	6,989.47	7,415.47	6,826.49	8,858.00	2,120.79	24				
0.161 BLDG RETIREMENT	10100X4130161	4,903.69	4,994.74	5,675.44	5,191.29	6,947.00	1,669.57	24				
0.161 WORKMAN'S COMP	10100X4140161	3,440.64	3,339.50	3,991.83	3,590.66	4,000.00	.00					
0.161 BLDG GROUP INS	10100X4150161	8,257.00	8,413.00	10,370.00	9,013.33	13,248.00	3,303.00	25				
0.161 UNEMPLOYMENT	10100X4160161	.00	.00	.00	.00	.00	.00					
0.161 BLDG DENTAL INS	10100X4180161	1,286.45	1,338.86	1,658.45	1,427.92	1,700.00	485.40	29				
ACCOUNT TYPE TOTALS	41	103,368.03	116,751.15	126,458.77	115,525.98	150,534.00	35,405.13	24				
0.161 INSURANCE	10100X4210161	9,290.97	10,191.21	8,785.67	9,422.62	9,000.00	.00					
0.161 CONTRACT SERVICES	10100X4220161	4,132.19	10,179.04	24,763.73	13,024.99	15,000.00	9,619.17	64	15,000			
0.161 CLEAN UP CRTHSE	10100X4230161	1,400.88	.00	.00	466.96	1,000.00	.00		1,000			
0.161 ROCK/JAIL EXPENSES	10100X4240161	.00	.00	.00	.00	.00	.00					
0.161 BLDG REPAIRS	10100X4250161	742.33	89.91	.00	277.41	1,000.00	365.00	37	1,000			
1.161 TUCKPOINTING	10100X4251161	.00	.00	.00	.00	.00	.00					
0.161 BLDG SUPPLIES	10100X4260161	17,032.54	20,467.36	25,123.12	20,874.34	26,500.00	4,904.99	19	27,000			
1.161 JAIL SUPPLIES	10100X4261161	311.37	.00	83.96	131.78	.00	.00					

19/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	COURTHOUSE BUILDING FUND	AS OF APRIL	19	19 YTD	20	PAGE	21	
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	%	LPBUD#	20 REQUESTED	20 APPROVED
2.161 PROPANE TANK EXPENSES	10100X4262161	.00	.00	.00	.00	5,000.00	198		9,891.37	198
0.161 BLDG TRAVEL	10100X4270161	.00	192.14	499.43	230.52	1,000.00	.00			1,000
ICIE MAINTENANCE	10100X4271161	.00	.00	378.90	126.30	1,000.00	23			1,000
0.161 BLDG UTILITIES	10100X4280161	36,237.63	60,474.83	57,879.85	51,530.77	53,900.00	27			54,000
1.161 JAIL UTILITIES	10100X4281161	.00	.00	.00	.00	.00	.00			
3.161 UNIFORM ALLOWANCE	10100X4293161	876.97	423.48	851.31	717.25	700.00	43			750
ACCOUNT TYPE TOTALS	42	70,024.88	102,017.97	118,365.97	96,802.94	114,100.00	39,986.74	35		
0.161 CAPITOL ASSET	10100X4300161	.00	.00	.00	.00	.00	.00			
0.161 EQUIPMENT	10100X4340161	518.98	.00	321.09	280.02	3,500.00	.00			3500
ACCOUNT TYPE TOTALS	43	518.98	.00	321.09	280.02	3,500.00	.00			
FUND TOTALS	10100	173,911.89	218,769.12	245,145.83	212,608.95	268,134.00	75,391.87	28		
DEPT TOTALS	161	173,911.89	218,769.12	245,145.83	212,608.95	268,134.00	75,391.87	28		

= BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

19/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET				COURTHOUSE BUILDING FUND			AS OF	19	IPBUDW	PAGE	22
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL	%	20 REQUESTED	20 APPROVED			
0.161 BDLG REPAIR & MAINT	30100X4250161	24,340.47	77,636.61	53,077.45	51,684.84	65,000.00	3,768.82	6	65,000				
ACCOUNT TYPE TOTALS	42	24,340.47	77,636.61	53,077.45	51,684.84	65,000.00	3,768.82	6					
0.161 BUILDING PROJECT	30100X4320161	.00	.00	.00	.00	.00	.00		10,000				
ACCOUNT TYPE TOTALS	43	.00	.00	.00	.00	.00	.00						
FUND TOTALS	30100	24,340.47	77,636.61	53,077.45	51,684.84	65,000.00	3,768.82	6					
DEPT TOTALS	161	24,340.47	77,636.61	53,077.45	51,684.84	65,000.00	3,768.82	6					

= BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

Home > Shopping Cart

Product

Quantity

Price

Item #1 - Smooth PVC Vertical Blinds
(/vertical-blinds/smooth-pvc-vertical-blinds/)

1



Width: 32 "
Height: 75 "
Mount Type: Inside
Color: Grey 228
Window Name: c1
Production Time: 3-5 business days

Was **\$106.20**
 SAVE 45% **-\$47.79**
\$58.41



10 Year Accident Protection Plan

Protects Against ANY Accidental Damages.
Free Replacement & Free Shipping.
[Show Details](#)

Price: \$100.69

ADD

COUPON CODE

Enter coupon code

APPLY

Discount Code Applied - WELCOME TO BLINDSTER! 45% OFF EVERYTHING

[Show Details](#)

[Add More \(/index.php?command=order_form¶m4=copy&id=2238994&ProductID=624¶m3=blindster\)](#)

[Edit \(/index.php?command=order_form¶m4=edit_item&id=2238994&ProductID=624¶m3=blindster\)](#)

[Remove \(/index.php?command=shopping_cart¶m4=del&id=2238994¶m3=blindster\)](#)

Was: **\$2034.07**
 Savings: **-\$915.34**
 Subtotal: **\$1118.73**
 Shipping: **Free**
 Handling: **\$5.95**

Total: \$1124.68

Item #2 - Smooth PVC Vertical Blinds
(/vertical-blinds/smooth-pvc-vertical-blinds/)

1



Width: 31 3/4 "
Height: 75 "
Mount Type: Inside
Color: Grey 228
Window Name: c2
Production Time: 3-5 business days

Was **\$106.20**
 SAVE 45% **-\$47.79**
\$58.41

CHECKOUT

SAVE CART

(save_cart.php)

[Show Details](#)

[Add More \(/index.php?command=order_form¶m4=copy&id=2238995&ProductID=624¶m3=blindster\)](#)

[Edit \(/index.php?command=order_form¶m4=edit_item&id=2238995&ProductID=624¶m3=blindster\)](#)

[Remove \(/index.php?command=shopping_cart¶m4=del&id=2238995¶m3=blindster\)](#)

Item #3 - Smooth PVC Vertical Blinds
(/vertical-blinds/smooth-pvc-vertical-blinds/)

2

Width: 32 "
Height: 75 "
Mount Type: Inside
Color: Grey 228
Window Name: c3 c4
Production Time: 3-5 business days

Was **\$242.40**
 SAVE 45% **-\$95.58**
\$116.82



*Emergency Management
Fall River County*

*Franklin W. Maynard CEM CFM
906 N. River St.
Hot Springs, SD 57747*

605 745-7562 605 890-7245 frem@qwtc.net



Date: July 2, 2019

Subj: Commission Update

1. **PDA Information:** The applicant briefing for Fall River/Oglala Lakota counties is scheduled for July 22, 2019 at 9am via teleconference.
2. **PDM update:** The next planning meeting will be Thursday, July 18, 2019 starting at 1pm in the South Annex meeting room.
3. **CRMCS Employee:** I have selected Kaylon Russell for the 90 day position of CRMCS Technician. Kaylon and I attended the CRMCS training in Rapid City on Wednesday, June 26th, and will begin with meeting with responding agencies, city and county entities to establish the credentials data base.
4. **Region 4 Coordinator:** The SD Office of Emergency Management has hired Brandy Petersen as the new Region 4 Coordinator. Brandy replaces Brent Kolstad who has moved to the Region 5 Coordinator position.
5. **Museum:** I have attached a letter containing information about the fire safety requirements for the top floor of the museum to be utilized for art exhibitions, etc.
6. **2019 Sturgis Rally Meeting:** The pre rally meeting will be held at Camp Rapid on Thursday, July 11, 2019, starting at 9a.
7. **Fires & Incidents:**
6/21/2019: Sig. 1 rollover on Hwy 471. Fall River SO, Edgemont Fire & Ambulance, Ardmore Fire.

Several Severe Weather alerts have been sent out for storms. I strongly encourage individuals to sign up for the Code Red system as we enter the severe weather season.

A handwritten signature in blue ink that reads 'Franklin W. Maynard'.

Franklin W. Maynard, CEM, CFM

Emergency Manager

Fall River County

906 N. River Street

Hot Springs, SD 57747



*Emergency Management
Fall River County*

*Franklin W. Maynard CEM CFM
906 N. River St.
Hot Springs, SD 57747*

605 745-7562 605 890-7245 frem@qwtc.net



Date: June 25, 2019, 2019

Subj: Museum Top Floor: Fire/Safety Review

I was contacted by the Museum Board requesting me to complete a review of the fire codes regarding the usage of the top floor of the museum for display purposes. This letter represents my observations and findings regarding the usage. I have been a member of the National Fire Protection Association for 25 years, and have attended several Life Safety Code seminars regarding requirements for fire safety guidelines.

1. The area has two separate and remote exits, that enter the level below that has a fully automatic sprinkler system.
2. The area has fire alarm pull boxes located at the top of the exit stairs.
3. The area has a fully automatic fire alarm system (smoke detectors).
4. Based on the square footage, I recommend limiting the occupancy to 25 or fewer individuals at a time.

The NFPA code references are 101, Life Safety Code and 914, Code for the Protection of Historical Buildings.

This information is provided for the purpose of identifying the requirement for the usage of the top floor of the museum building and does not require the County to accept any and all responsibility for any damage or destruction of displays. The museum board will assume the liability if the area is utilized for display purposes.

A handwritten signature in blue ink that reads 'Franklin W. Maynard'.

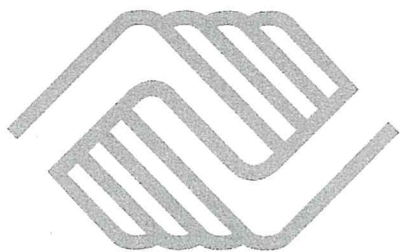
Franklin W. Maynard, CEM, CFM

Emergency Manager

Fall River County

906 N. River Street

Hot Springs, SD 57747



**BOYS & GIRLS CLUB
OF HOT SPRINGS**

A Proposal Requesting Funds from Fall River County
To support youth at the Boys & Girls Club of Hot Springs

Our Mission

To enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.

Our Vision

Provide a world-class Club Experience that assures success is within reach of every young person who walks through our doors, with all members on track to graduate from high school with a plan for the future, demonstrating good character and citizenship, and living a healthy lifestyle

GREAT FUTURES START HERE.





**BOYS & GIRLS CLUB
OF HOT SPRINGS**

RE: Fall River County Budget hearings for 2020

Proposal for allocation of funds to benefit the Boys & Girls Club of Hot Springs

The Request:

Fall River County to continue their investment in the youth of our communities by supporting the Boys & Girls Club with an investment of \$10,000.

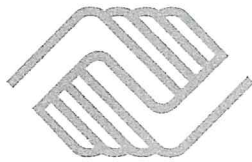
Did you know that each summer in the U.S., an estimated 43 million (3 out of 4) children miss out on expanded learning opportunities that could prevent them from falling behind? The truth is, today's research is demonstrating that without intentional access to activities that stimulate ongoing learning during extended times away from school, the average American child will lose as much as **three months** of learning. This means that during just one summer, a student who is not engaged may lose a quarter of what they learned the previous school year. Summer learning losses can stack up from year to year, causing a low-income child to fall further and further behind, ultimately endangering his/her chances of high school graduation, resulting in a disparity known as the achievement gap.

That's our present, but it doesn't have to be our future. Since 2009, the Boys & Girls Club of Hot Springs has been in the forefront of youth development, dedicated to ensuring all youth have greater access to recreational, educational activities and opportunities that will enhance their lives and shape their futures. The Hot Springs Club annually serves more than 175 children with our afterschool, all-day Friday and all-day summer programming. While our cost to serve one child annually is over \$1,103, a child's membership is only \$25 a year and a family is NEVER denied membership based on their inability to pay.

The Club is committed to combatting summer learning loss by providing equal access summer learning opportunities to all youth, especially to those who need us the most. Because of the support of Fall River County, this summer the Club was able to drastically reduce summer fees to only \$25 a month per child. The Club's summer camp program is open to all youth ages 6 to age 18 from May 28- August 15: 55 days over the summer, 11 hours each day. That is 605 hours that youth are supervised, engaged, encouraged, fed and off the streets in our communities. We provide breakfast, lunch, nutritious snacks and even take home meals to those youth who would normally go without. We do not cap our program - no child is ever turned away to the life-changing opportunity to belong to the Boys & Girls Club.

The ongoing support from Fall River County provides youth and their families' access to a wealth of educational programming that aid in combating summer learning loss. The Club is able to go deeper in this work, dedicating staff to the design of innovative curriculum that enhances learning through hands on, fun experiences. Experiences that incorporate literacy, teambuilding, outdoor education, art and science – like our teen hiking and camping retreat, horse education and therapy, field trips and hand-on science experiments. This type of funding is game-changing for our work in stemming summer learning loss. It enables us to provide intentional training for our staff and track impact by collecting data that demonstrates achievement gains, helping us to show our partners and the community at large the collective return on investment.

Boys & Girls Club of Hot Springs | 105 N River St, Hot Springs, SD 57747 | www.bgcblackhills.org



**BOYS & GIRLS CLUB
OF HOT SPRINGS**

However, the problem that the Club continues to address is the intentional and equitable engagement of community youth in grades K-12 over the summer. We see the issue as two-fold: too many children are unsupervised during the summer, and their lack of engagement in a focused program causes them to fall behind academically. To address this, the Club seeks funding to fully eliminate the cost of our summer program. By making services accessible to all area youth, we hope to fight summer learning loss and increase the number of children engaged in meaningful academic-style programs over the summer. To accomplish this, we will fundraise in our community through our campaign and events; in addition, will pursue grant avenues to eliminate fees as a barrier to learning and safety. We will engage youth in evidence-based programs over the summer that fight learning loss and keep them on track to graduate on time. Despite our scholarships, many families cite cost as a barrier to their children participating in the summer program. There is no charge to attend the Club during the school year and we can never turn a child away because of their inability to pay. Despite our efforts, we have failed to adequately relay that message to the community. Too many children are left home alone because of this perception. By eliminating fees, we will reach more youth who need the critical services at the Clubs over the summer: meals, hands-on learning; recreation; mentoring and more.

The Club can continue to provide this critical need service to our kids and community, but we can't do it alone. Therefore, in order to have an even deeper impact on our community's youth, we would like to request the amount of \$10,000 from the County of Fall River to create and maintain equal access, summer learning opportunities that will enhance programs and services at Boys & Girls Club of Hot Springs. The funds received from the county will be devoted to our Core Programs in education; Character & Leadership; Health & Life Skills; and Sports and Fitness for our all-day summer program.

THE CLUB RELIES ON OUR COMMUNITY, OUR COMMUNITY RELIES ON US.

On behalf of our Board of Directors, staff, Club families and members; thank you for considering an investment in protecting our community's most precious resources, our children. Together, we can continue to build community and to ensure that our kids have the tools and resources needed to succeed.

We invite you to come to the Club to receive a tour of our facility and to experience impact yourself. For additional information, please feel free to contact us anytime at 605.745-8000 or via email:

John Pence, Board of Directors, President
johnp52@msn.com

Robin Pladson, Boys & Girls Clubs of the Black Hills, Resource Development Director
bgcinfo@bgcblackhills.org

ACCOUNT DESCRIPTION GL# ACTUAL 16 ACTUAL 17 ACTUAL 18 3-YEAR AVERAGE BUDGET 19 ACTUAL 19 YTD % REQUESTED 20 APPROVED 20

BOYS & GIRLS CLUB 10100X4260439 6,000.00 6,000.00 7,500.00 6,500.00 7,500.00 7,500.00 100 10,000

ACCOUNT TYPE TOTALS 42 6,000.00 6,000.00 7,500.00 6,500.00 7,500.00 7,500.00 100

FUND TOTALS 10100 6,000.00 6,000.00 7,500.00 6,500.00 7,500.00 7,500.00 100

DEPT TOTALS 439 6,000.00 6,000.00 7,500.00 6,500.00 7,500.00 7,500.00 100

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

FINAL TOTALS 6,000.00 6,000.00 7,500.00 6,500.00 7,500.00 7,500.00



The Office of the State's Attorney
Fall River and Oglala Lakota Counties

Brian T. Ahrendt

906 North River Street, Suite 301 Hot Springs, SD 57747 Phone: (605) 745-3866 Facsimile: (605) 745-3855 FRCSA@gwtc.net

June 21, 2019

Fall River County Commissioners
906 N. River St.
Hot Springs, SD 57747

Re: Guns in Courthouse for employees

Commissioners:

The Auditor and I have been attempting to get more information from our insurance carrier regarding the issue of employees having guns in the courthouse. Most of the responses were somewhat vague and cryptic so I asked directly yesterday whether the county would be covered in the event that a weapons related claim was made, and got a response that was basically "yes, maybe." Due to the large number of emails going back and forth regarding this issue I was invited to call the specific individual who was fielding the questions to discuss this issue further. From that discussion, I learned that the insurance company is attempting to formulate policy for the carrier in response to possible claims made, as well as create suggested policy for the county to adopt to minimize county liability exposure. Overall, they cannot give us anything more than "yes, maybe," regarding the question of potential county exposure. The reason for this is that they have no other examples of this type of policy (employees with guns in a courthouse) to allow them to give more concrete answers, since they are required to guess as to possible incidents where a claim may be made. Ultimately, every incident will be looked at separately and a determination will be made based on the specific facts presented to the company as to whether the insurance will cover a claim.

Certain hypotheticals discussed, such as a claim of negligent supervision, would more than likely be covered. However, we discussed other hypotheticals which would likely cause the insurance carrier to deny coverage, such as any incidents involving an employee who, at any time in the past, showed any type of anger or violence issues, but who was allowed to be armed in the courthouse. If this hypothetical employee ended up being the source of a claim, the county policy would probably not provide coverage because of the greater possibility for future violence in conformity with that predilection.

She did, specifically, ask that the policy of allowing employees to carry guns in the courthouse not be implemented until they have a chance to formulate suggested county policies to adopt regarding this issue (and said policies are adopted by the county). She also stated that, if carrying

a gun was not part of the job description, the employee would not be protected by the county insurance coverage. As such, any information sent out to the employees should include this fact so the employee may make an informed choice as to whether they desire to bring a weapon into the courthouse. It will also allow the employee to seek out and purchase insurance to protect themselves, should they desire to do so. Any employee who can make a claim that they were not fully informed by the county prior to making that decision could have a (probably uncovered) claim against the county if something goes wrong which subjects that employee to possible liability.

Due to possible liability issues, and, in order to minimize possible exposure, it may be prudent to wait until the commission has a chance to act on any suggested policies we receive from the insurance carrier prior to setting an effective date on the implementation of the policy of allowing employees to carry in the courthouse. The county could then provide all policies regarding this issue to each employee, in written form, along with a waiver of liability for the county on behalf of the employee, so that each employee could make an informed decision as to whether to carry in the courthouse, or whether to forgo said act. At that point, we could be more assured that the possible exposure to the county would be minimized to the fullest extent possible.

Please contact me with any questions.

Sincerely,

Brian T. Ahrendt

FALL RIVER COUNTY ORDINANCE #2019-01

AN ORDINANCE PROHIBITING THE USE OF DYNAMIC BRAKE DEVICES IN SPECIFIED LOCATIONS WITHIN FALL RIVER COUNTY

A dynamic braking device is a device used primarily on trucks which convert the engine from an internal combustion engine to an air compressor for the purpose braking without the use of wheel brakes. These devices are commonly referred to as “air brakes,” “Jacob’s Brakes” or “Jake Brakes.” The use or operation of a dynamic braking device is hereby prohibited in specified, identified areas, within Fall River County, unless:

- (a) Use of the dynamic braking device is necessary to avert imminent danger; or
- (b) Use by emergency vehicles.

Chairman: Fall River County Commissioners

First Reading:

Second Reading:

Published:

Effective:

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
BRIDGE IMPROVEMENT GRANT AGREEMENT FOR
REHABILITATION/REPLACEMENT – LOCAL ADMINISTRATION

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 Fall River County, South Dakota, referred to in this Agreement as the "COUNTY."

BACKGROUND:

1. The STATE has funding available for preservation, rehabilitation, or replacement of eligible local public agency bridges. The funding is only available for bridges located on local public roads.
2. The COUNTY has applied for and the STATE has awarded to the COUNTY a Bridge Improvement Grant ("BIG") for bridge preservation for structure number 24-020-020, project number BRO 8024(00)19-1, PCN 075T, referred to in this Agreement as the "PROJECT."

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

1. The COUNTY applied for and was awarded a BIG for preservation for the PROJECT. The BIG award amount is nine hundred forty-nine thousand seven hundred dollars (\$949,700.00), plus eighty percent (80%) of the actual costs of reasonable and necessary construction engineering for the PROJECT.
2. The STATE issued a letter on March 28, 2019 notifying the COUNTY of the award of the BIG. The letter of award is attached to and incorporated in this Agreement as **Exhibit A**.
3. This Agreement is effective on the date of the letter of award attached as **Exhibit A**. The preservation work contemplated by this Agreement will be completed no later than four years from the date of the letter of award. No reimbursements will be processed by the STATE for work performed after the date of March 28, 2023.
4. The COUNTY will select and hire a geotechnical firm to conduct the foundation investigation if the STATE'S Geotechnical Office is unable to meet the project timeline. The firm must be on the STATE'S current consultant retainer list for the local geotechnical services category of work. The COUNTY will submit a copy of the contract between the geotechnical firm and the COUNTY to the STATE. The scope of work to be performed by the firm is identified in the attached **Exhibit B**.
5. The COUNTY will select and hire a professional engineering firm from the STATE'S current consultant retainer list for the bridge design category of work. The COUNTY will submit a copy of the contract between the design firm and the COUNTY to the STATE. The scope of work to be performed by the firm is identified in the attached **Exhibit B**.
6. The COUNTY will require the design firm to submit plans, design calculations, and check design calculations to the STATE.
7. The COUNTY will also require the design firm to load rate each structure, including culverts that are bridge length, in accordance with the edition of the AASHTO "Manual for Bridge Evaluation" with latest Interim Revisions using the LRFR method currently in place at the time of execution of the design engineering contract. The design firm will perform an HL-93 design load rating for each structure. The design firm will analyze the AASHTO HS20 vehicle for Inventory and Operating Ratings. The design firm will also perform a legal load rating for South Dakota legal trucks, the notional rating load, and the four specialized hauling vehicles. The design firm will submit a copy of the rating analyses to the STATE. The STATE will review load ratings and provide comments to the design firm. The design firm will address all STATE comments to the satisfaction of the STATE. The design firm will provide a separate summary table of all load ratings to be included in the STATE'S bridge inspection file.

8. If applicable, the COUNTY will also require the bridge design engineering firm to submit scour analyses and develop a Quality Control/Quality Assurance (QC/QA) plan. The QC/QA plan must follow the format developed by the STATE.
9. The COUNTY will obtain and submit to the STATE a copy of the bid documents, plans, and specifications sealed and signed by a professional engineer licensed in the State of South Dakota. The COUNTY will address, in writing, all comments made by the STATE to the STATE'S satisfaction. The COUNTY must obtain the STATE'S approval of the final bid documents, plans, and specifications before proceeding with any award of the contract.
10. If applicable, the COUNTY will have the design engineer review shop plans of prefabricated products.
11. The COUNTY will retain a construction engineering firm to perform the construction engineering services for the PROJECT. The COUNTY will select and hire the firm from the STATE'S current consultant retainer list for construction administration, inspection, and testing. The scope of the construction engineering services to be performed is identified in the attached **Exhibit C**.
12. The COUNTY will obtain the STATE'S concurrence in the award of the contract.
13. The STATE will review and approve a quality assurance and testing plan for construction testing and inspection.
14. The COUNTY 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 COUNTY will use STATE forms in obtaining right-of-way.
15. The COUNTY will arrange for all needed utility adjustments as part of the PROJECT and certify prior to advertisement or letting that all right-of-way and utility adjustments or agreements are in place.
16. The COUNTY will obtain all necessary PROJECT environmental clearances and permits as required for this Agreement. If any part of the PROJECT affects the Federal Emergency Management Agency's (FEMA) flood plain insurance maps, the COUNTY will be responsible for all map revisions and obtaining FEMA approval or a Conditional Letter of Map Revision (CLOMR).
17. The COUNTY will notify the STATE upon completion of the rehabilitation/replacement work under this Agreement.
18. The STATE will conduct a final inspection of the PROJECT.
19. The parties recognize that unanticipated and time-sensitive work may be needed for completion of the PROJECT and that delays in completing such work could jeopardize the PROJECT schedule. The COUNTY authorizes the STATE to write work orders and hire consultants for the PROJECT for unanticipated and time-sensitive work that must be completed promptly in order to avoid PROJECT delays and increased PROJECT costs. The COUNTY'S signature will not be required for these work orders or consultant agreements, and the COUNTY agrees to pay for the cost of this additional work in accordance with the provisions of this Agreement. The STATE will notify the COUNTY of the purpose and need of any such work orders or consultant agreements prior to the STATE issuing a Notice to Proceed for the additional work. The STATE will provide the COUNTY with a fully executed copy of any work order or consultant agreement executed by the STATE pursuant to this section of the Agreement.
20. As part of the PROJECT, one or more signs will be erected to indicate the PROJECT was built with a BIG. The COUNTY will be responsible for maintaining these signs for the life of the bridge.
21. The COUNTY will directly pay the professional engineering firm and construction engineer firm for all PROJECT costs.

22. The COUNTY will submit all documentation requested by the STATE, relating to the PROJECT costs paid by the COUNTY. Documentation submitted by the COUNTY will include the COUNTY'S preservation contracts including any amendments and the pay estimates. The COUNTY will submit a written request for reimbursement of engineering fees on the form developed by the STATE, a copy of which is attached to this Agreement as Exhibit C. The COUNTY must submit all documentation, including but not limited to progress reports and a summary of QC/QA test results, to the STATE on at least a quarterly basis, but not more frequently than monthly.
23. The STATE will reimburse the COUNTY for eighty percent (80%) of the actual cost of construction engineering services for the PROJECT. For all other PROJECT work, the STATE will reimburse the COUNTY for eighty percent (80%) of eligible costs, not to exceed the BIG award amount of nine hundred forty-nine thousand seven hundred dollars (\$949,700.00). The COUNTY will be one hundred percent (100%) responsible for any PROJECT costs incurred prior to the date of the letter of award or after the PROJECT completion date. PROJECT costs include engineering, testing and environmental services performed by STATE forces. PROJECT costs incurred by the STATE through the use of STATE forces will be billed to the COUNTY or will be applied to reduce the BIG award amount. If the BIG award amount has not been fully expended, the COUNTY will be billed for twenty percent (20%) of the PROJECT costs incurred by the STATE. If the BIG award amount has been fully expended, the COUNTY will be billed for one hundred percent (100%) of the PROJECT costs incurred by the STATE. The COUNTY will pay the STATE within thirty (30) days of receipt of billing.
24. The COUNTY certifies the COUNTY has a conflict of interest policy and enforces said policy.
25. The COUNTY certifies the COUNTY has filed an Internal Revenue Services (IRS) Form 990 in compliance with federal law, if applicable. The COUNTY will display the filed IRS Form 990 on the COUNTY'S website immediately upon filing.
26. The COUNTY certifies the COUNTY employs an effective internal control system.
27. The COUNTY certifies the COUNTY is in compliance with the federal Single Audit Act and the requirements of SDCL § 4-11-2.1, if applicable. The COUNTY further certifies audits are displayed on the COUNTY'S website.
28. The COUNTY will include provisions in the COUNTY'S contracts and subcontracts, if any, requiring the COUNTY'S contractors and 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, all in a manner consistent with this Agreement. The COUNTY will cause the COUNTY'S contractors, 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.
29. The COUNTY 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 the COUNTY'S performance under this Agreement. This section does not require the COUNTY to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.
30. All PROJECT charges will be subject to audit by the STATE. The COUNTY and the COUNTY'S contractors and subcontractors will keep accounting records clearly identified with this Agreement and will support all PROJECT charges by documents which evidence, in detail, the nature and propriety of those charges.
31. Upon reasonable notice, the COUNTY and the COUNTY'S contractors and subcontractors 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 COUNTY will keep these records clearly identified and readily accessible for a period of three (3) years

after the date of final payment under this Agreement.

32. The COUNTY will abide by the requirements of Title VI of the Civil Rights Act of 1964, incorporated in and attached to this Agreement as **Exhibit D**.
33. The COUNTY will perform under this Agreement in compliance with the Americans with Disabilities Act of 1990 and any amendments.
34. 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.
35. 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 STATE may terminate this Agreement. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
36. The parties may terminate this Agreement by mutual written agreement. The STATE may also terminate this Agreement if the COUNTY breaches any terms of this Agreement. If the STATE terminates this Agreement due to the COUNTY'S breach, then any payments owed to the COUNTY at the time of termination may be adjusted to cover any additional costs to the STATE because of the COUNTY'S breach. The adjustment of payments will be in addition to any other remedies the STATE may pursue as a result of COUNTY'S breach, and the STATE does not waive these other remedies by making a payment adjustment. If termination is not due to a breach by the COUNTY, then the COUNTY will be paid for eligible PROJECT costs incurred up to the date of termination, subject to the maximum limiting amount of the BIG.
37. The COUNTY must 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 COUNTY must procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.
38. 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.
39. 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.
40. 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 its subject matter.
41. The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission minutes or resolution authorizing the execution of this Agreement by the Chairperson as the COUNTY'S authorized representative is attached to this Agreement as **Exhibit E**.

SIGNATURES FOLLOW

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 COUNTY to enter into the same.

Fall River County, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Commission Chairperson

Its: Program Manager,
Administration Program

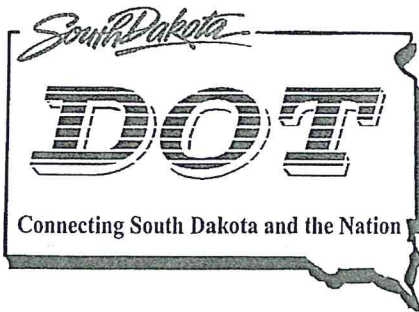
Date: _____

Date: _____

Attest:

County Auditor/Clerk

(COUNTY SEAL)



Department of Transportation

Office of the Secretary

700 E Broadway Avenue

Pierre, South Dakota 57501-2586

PHONE: 605/773-3265 FAX: 605/773-3921

March 28, 2019

BIG Notice to Proceed Date

County Commissioners

Fall River County

NOTICE OF AWARD

2019 Replacement/Major Rehabilitation Bridge Improvement Grant

Structure Number 24-020-020

Project Number BRO 8024(00)19-1, PCN 075T

Grant Amount = \$949,700.00(80%)

I am pleased to inform you that the South Dakota Transportation Commission approved a Local Bridge Improvement Grant (BIG) in the amount shown above for the noted structure during their March 28, 2019 commission meeting. A funding agreement and specific information and documents for this grant will be sent to you at a later date.

If you have questions, please feel free to contact Tammy Williams at 605-773-8149 or Doug Kinniburgh at 605-773-4284.

Sincerely,

A handwritten signature in black ink, which appears to read "D. Bergquist", is written over the word "Sincerely,".

Darin P. Bergquist
Secretary

Attachment

cc: County Highway Superintendent
File

Bridge Improvement Grant Work Order Requirements for Structure Design

SCOPE OF SERVICES TEMPLATE – Design

1. **Preparation of sketches of the structure as selected during the TS&L.** Within four (4) weeks of the notice to proceed date, the Consultant shall submit general drawing sheets, a riprap layout, and plan/profile of the selected option to the Local Government Assistance Office for review.

NOTE: Foundation Investigation will need to be included for projects that did not have this work included in the preliminary engineering. If not handled by the SDDOT Geotechnical Activity Office, the requirements are as follows:

Report of Foundations Investigation. Conduct field investigation and provide design recommendations according to AASHTO LRFD Bridge Design Specifications Section 10. Report shall include boring information, lab results, and design recommendations. See **Examples #1 and #2** for reports that are typically developed by the SDDOT Geotechnical Engineering Activity Office.

2. **Survey and plans for the above referenced project as described in the TS&L letter and Final Hydraulics Data Sheet, design calculations, independent design check, and load ratings.** Review plans (100% complete) are to be submitted in PDF format. Specifications shall follow the most current edition of the Standard Specification for Roads and Bridges. South Dakota Department of Transportation Bid Items, Standard plates and plan notes, from the SDDOT website, must be used in development of the 11" x 17" Non Section Method plan set.

The consultant shall provide design calculations, independent check, and load ratings for the structure as set forth in the Master Retainer Contract. In addition, load ratings for the Special Hauling Vehicles and Emergency Vehicles specified in **Attachment #2** shall also be submitted. The Consultant is wholly responsible for the accuracy and safe keeping of the design calculations and the independent design check.

3. **Incorporation into the plans of any changes that may be requested in the SDDOT plan review comments or provide written explanation for items not changes.**
4. **Review of shop fabrication drawings as may be required and submittal of the approved shop drawings to the Consultant.** This item is to be completed within two (2) weeks of receipt of shop or fabrication drawings from the contractor and shall be noted accordingly in the plans.
7. **Provide Quality Assurance / Quality Control Testing Plan based on SDDOT Materials Manual.** This document must be reviewed by the SDDOT prior to the notice to proceed being issued to the contractor. See **Appendix D** for requirements.

Please refer to the checklist in **Attachment #1** for the items required to be submitted to the Local Government Assistance Office.

Attachment #3 contains applicable excerpts from the Current SDDOT Consultant Retainer, DOT-900 AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES.

**Attachment #1
Local Government Assistance
Checklist for Structure Design Work Order**

These items must be submitted to DOT/Local Government Assistance.

If any of these items are missing, the full packet will be returned for completion and resubmission to this office.

Project Number _____ County _____ PCN _____

- Plan/profile, general drawing sketches, and riprap layout as selected during the TS&L
- Review Plans (100% complete & ready for review) in PDF Format
- Design calculations, independent design check, and load ratings

To be submitted after plan review is complete

- Memo Addressing Plan Review Comments
- Final Plans – Electronic PDF file of the engineered, stamped set of plans
- Quality Assurance / Quality Control Testing Plan

Attachment #2

Bridge Improvement Grant

Load Rating Requirements for the Special Hauling Vehicles



U.S. Department
of Transportation
Federal Highway
Administration

Memorandum

Subject: ACTION: Load Rating of Specialized Hauling
Vehicles

Date: November 15, 2013

/s/ Original Signed by

From: Joseph S. Krolak
Acting Director, Office of Bridge Technology

In Reply Refer To:
HIBT-10

To: Federal Lands Highway Division Engineers
Division Administrators

The purpose of this memorandum is to clarify FHWA's position on the analysis of *Specialized Hauling Vehicles* (SHVs) as defined in the AASHTO Manual for Bridge Evaluation (MBE) during bridge load rating and posting to comply with the requirements of the *National Bridge Inspection Standards* (NBIS). The intent of the load rating and posting provisions of the NBIS is to insure that all bridges are appropriately evaluated to determine their safe live load carrying capacity considering all unrestricted legal loads, including State routine permits, and that bridges are appropriately posted if required, in accordance with the MBE.

The SHVs are closely-spaced multi-axle single unit trucks introduced by the trucking industry in the last decade. Examples include dump trucks, construction vehicles, solid waste trucks and other hauling trucks. SHVs generally comply with Bridge Formula B and are for this reason considered legal in all States, if a States' laws do not explicitly exclude the use of such vehicles.

NCHRP Project 12-63 (Report 575, 2007) studied the developments in truck configurations and State legal loads and found that AASHTO Type 3, 3-S2 and 3-3 legal vehicles are not representative of all legal loads, specifically SHVs. As a result, legal load models for SHVs were developed and adopted by AASHTO in 2005, recognizing that there is an immediate need to incorporate SHVs into a State's load rating process, if SHVs operate within a State. The SHV load models in the MBE include SU4, SU5, SU6 and SU7 representing four- to seven-axle SHVs respectively, and a Notional Rating Load (NRL) model that envelopes the four single unit load models and serves as a screening load. If the load rating factor for the NRL model is 1.0 or greater, then there is no need to rate for the single-unit SU4, SU5, SU6 and SU7 loads. However, if the load rating factor for the NRL is less than 1.0, then the single-unit SU4, SU5, SU6 and SU7 loads need to be considered during load rating and posting.

The SHVs create higher force effects, and thus result in lower load ratings for certain bridges, especially those with a shorter span or shorter loading length such as transverse floor beams, when compared to AASHTO Type 3, 3-S2 and 3-3 legal loads and HS20 design load. Therefore, SHVs, i.e., SU4, SU5, SU6 and SU7 or NRL, are to be included in rating and posting analyses in accordance with Article 6A.2.3 and Article 6B.9.2 of the 1st Edition of the MBE (Article 6B.7.2 of the 2nd Edition of the MBE), unless one of the following two conditions is met:

Condition A: The State verifies that State laws preclude SHV use; or

Condition B: The State has its own rating vehicle models for legal loads and verifies that the State legal load models envelope the *applicable* AASHTO SHV loading models specified in Appendix D6A and Figure 6B.9.2-2 of the 1st Edition of the MBE (Figure 6B.7.2-2 of the 2nd Edition of the MBE), and the State legal load models have been included in rating/posting analyses of all bridges. The SHV types, e.g. six- or seven-axle SHVs, precluded by State laws need not be considered.

The SHV load models apply to Allowable Stress Rating, Load Factor Rating, and Load and Resistance Factor Rating in accordance with Section 6A and 6B of the MBE.

The FHWA recognizes that there are bridges in the inventory that have not been rated for SHVs and that it is not feasible to include SHVs in the ratings for the entire inventory at once. FHWA is establishing the following timelines for rating bridges for SHVs, if neither Condition A or B is met:

Group 1: Bridges with the shortest span not greater than 200 feet should be re-rated after their next NBIS inspection, but no later than December 31, 2017, that were last rated by:

- a) either Allowable Stress Rating (ASR) or Load Factor Rating (LFR) method and have an operating rating for the AASHTO Routine Commercial Vehicle either Type 3, Type 3S2, or Type 3-3 less than 33 tons (English), 47 tons (English), or 52 tons (English) respectively; or
- b) Load and Resistance Factor Rating (LRFR) method and have a legal load rating factor for the AASHTO Routine Commercial Vehicle, either Type 3, Type 3S2 or Type 3-3, less than 1.3.

Group 2: Rate those bridges not in Group 1 no later than December 31, 2022.

For either group, if a re-rating is warranted due to changes of structural condition, loadings, or configuration, or other requirements, the re-rating should include SHVs.

The selection of load rating method should comply with FHWA's Policy Memorandum *Bridge Load Ratings for the National Bridge Inventory*, dated October 30, 2006.

A State may utilize an alternative approach in lieu of the above to address the load rating for SHVs for bridges in their inventory; however, the approach must be reviewed and formally accepted by FHWA.

The timeline presented above will be incorporated into the review of Metric 13 under the National Bridge Inspection Program (NBIP); specifically, it is expected that all bridges meeting Group 1 criteria be load rated for SHVs by the end of 2017. Please work with your State to assist them in developing appropriate actions to meet those timelines. If your State is currently developing or implementing a Plan of Corrective Actions (PCA) for load rating bridges, the PCA should be reviewed and modified as necessary to take into account the rating of SHVs for those bridges and these timelines.

We request that you share this memorandum with your State or Federal agency partner. All questions that cannot be resolved at the Division Office level should be directed to Lubin Gao at lubin.gao@dot.gov or at 202-366-4604.

Load Rating Requirements for the Emergency Vehicles



Memorandum

Subject: **ACTION:** Load Rating for the FAST Act's
Emergency Vehicles

Date: November 3, 2016

From: /Original signed by/
Joseph L. Hartmann, Ph.D., P.E.
Director, Office of Bridges and Structures

In Reply Refer To: HIBS-1

To: Division Administrators
Federal Lands Highway Division Directors

On December 4, 2015, the President signed into law the *Fixing America's Surface Transportation Act* (FAST Act) (Pub. L. 114-94). Section 1410 of the FAST Act amended 23 U.S.C. 127, *Vehicle weight limitations—Interstate System*, by revising the weight limits for certain vehicles on the Interstate System. The purpose of this memorandum is to provide guidance on maintaining compliance with the load rating and posting requirements of 23 CFR Part 650—specifically for the amended weight limits in 23 U.S.C. 127(r), *Emergency Vehicles*, for bridges on the Interstate System and within reasonable access to the Interstate System. Reasonable access is defined in a September 30, 1992 Non-Regulatory Supplement to 23 CFR Part 658 as at least one-road-mile from access to and from the National Network of highways, which includes the Interstate System, or further if the limits of a State's reasonable access policy for food, fuel, repairs, and rest extend to facilities beyond one-road-mile.

An emergency vehicle as defined in the FAST Act is designed to be used under emergency conditions to transport personnel and equipment to support the suppression of fires and mitigation of other hazardous situations (23 U.S.C. 127(r)(2)). The gross vehicle weight limit for emergency vehicles is 86,000 pounds under section 127(r). The statute imposes the following additional limits, depending upon vehicle configuration:

- 24,000 pounds on a single steering axle
- 33,500 pounds on a single drive axle
- 62,000 pounds on a tandem axle
- 52,000 pounds on a tandem rear drive steer axle

Emergency vehicles are typically operated by fire departments and are primarily equipped for firefighting, but are also used to respond to and mitigate other hazardous situations in

an emergency. These vehicles may not meet Federal Bridge Formula B. They can create higher load effects compared to the AASHTO legal loads (i.e., Types 3, 3S2, 3-3, and SU4 to SU7) which are currently included in the AASHTO Manual for Bridge Evaluation (MBE). The Federal Highway Administration (FHWA) has determined that, for the purpose of load rating, two emergency vehicle configurations produce load effects in typical bridges that envelop the effects resulting from the family of typical emergency vehicles that is covered by the FAST Act:

1. Type EV2 - for single rear axle emergency vehicles

- Front Single Axle: 24,000 pounds
- Rear Single Axle: 33,500 pounds
- Wheelbase: 15 ft.

2. Type EV3 – for tandem rear axle emergency vehicles

- Front Single Axle: 24,000 pounds
- Rear Tandem Axle: 62,000 pounds (two 31,000 pound axles spaced at 4 ft.)
- Wheelbase: 17 ft. (distance from front axle to the centerline of rear tandem axle)

Load ratings (or rating factors) should be determined for these emergency vehicle configurations i.e., Types EV2 and EV3, at the operating or legal load rating level in accordance with the methods specified in the AASHTO MBE, First Edition with two exceptions:

1. Multiple presence: If necessary, when combined with other unrestricted legal loads for rating purposes, the emergency vehicle needs only to be considered in a single lane of one direction of a bridge.
2. Live load factor: A live load factor of 1.3 may be utilized in the Load and Resistance Factor Rating (LRFR) or Load Factor Rating (LFR) method.

Under 23 CFR 650.313(c), all highway bridges must be load rated and, if necessary, posted in accordance with the MBE. Recognizing that States and Federal agencies cannot immediately load rate every Interstate System bridge and bridges within reasonable access to the Interstate, FHWA recommends utilizing the following approach to prioritize load rating and posting for emergency vehicles:

Group 1: Bridges that meet any one of the following criteria do not need to be immediately load rated for emergency vehicles.

- a. An operating or legal load rating factor for the AASHTO Type 3 vehicle of at least 1.85;
- b. an inventory rating factor for the HS 20 design load of at least 1.0 using the LFR method, or

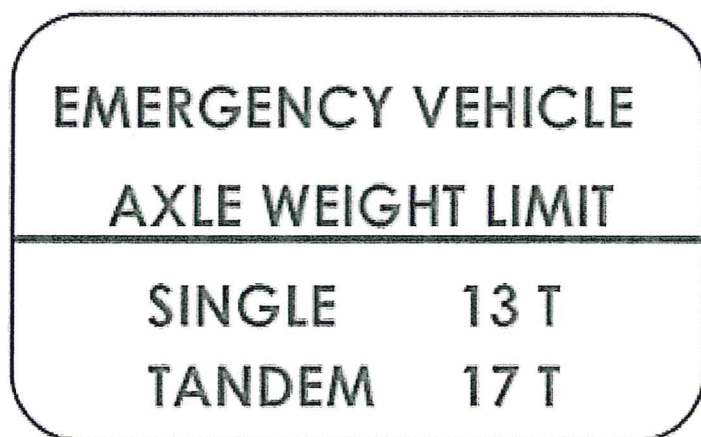
- c. an inventory rating factor for the HL-93 design load of at least 0.9 using the LRF method.

However, the bridges in this group shall be rated for the emergency vehicles when a normal re-rating is warranted, including changes in structural condition and other loadings.

Group 2: Bridges not in Group 1 should be rated for the emergency vehicles following their next inspection to incorporate the latest condition of the bridge, but no later than December 31, 2019. Emergency vehicles should be included in any new load ratings for these bridges when the load ratings occur before December 31, 2019.

If a State or Federal agency wants to utilize an alternative approach in lieu of the above to group bridges in an inventory for the purpose of prioritization, it should seek FHWA's review and concurrence of the alternative approach. Regardless of the prioritization approach used, the selection of load rating method should comply with FHWA's Policy Memorandum *Bridge Load Ratings for the National Bridge Inventory, dated October 30, 2006*.

When a load rating results in an operating rating factor less than 1.0 for the emergency vehicles, the bridge shall be appropriately posted for both the governing single axle weight limit and tandem axle weight limit derived from the above emergency vehicle configurations, i.e., Types EV2 and EV3 (23 CFR 650.313(c)). When posting is necessary, the following sign format, using the appropriate weight limits, should be considered:



If a State law allows or exempts emergency vehicles to operate without restriction off the Interstate System as legal loads, 23 CFR 650.313(c) requires bridges on these highways to be load rated and posted, if necessary, for these vehicles. Unless State law relies on a different definition of emergency vehicle than that included in the FAST Act (23 U.S.C. 127(r)(2)), States can perform load ratings on these highways using the two emergency vehicle configurations included in this memorandum.

Division Offices should work with their State DOT or Federal agency partners to develop

an action plan by March 31, 2017, with defined tasks, completion dates, and progress reporting requirements. Although this guidance focuses on highway bridges, 23 CFR 650.513(g) also requires States and Federal agencies to load rate and post highway tunnels, if necessary. Therefore, the action plan should also incorporate highway tunnels. States and Federal agencies should load rate tunnels for the emergency vehicle configurations above by December 31, 2019. Each Division Office should coordinate this action plan with its Bridge Safety Engineer.

We request that you share this memorandum with your State DOT or Federal agency partners immediately. If you have any questions or need more information, please contact Lubin Gao at (202)366-4604 or Lubin.Gao@dot.gov, or your Bridge Safety Engineer.

cc:

Directors of Field Services

Director of Technical Service

HIBS-10

HIBS-30

HRDI-1

Team Manager, RC Structures TST

Branch Chief, FLH Bridge Engineer

Attachment #3
Bridge Improvement Grant
Excerpts from Current DOT-900 (10/2016)
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
(SDDOT Consultant Retainer)

FURNISHING OF DOCUMENTS (DOT-900, 10/2016, Section B.3.)

Except where otherwise specifically provided, the CONSULTANT will furnish to the DEPARTMENT all documents, reports, exhibits, electronic files, and other presentations for all phases of the work performed under the terms of this Agreement.

The CONSULTANT will furnish to the DEPARTMENT all design and check design computations. All documents furnished, including all original drawings, software generated electronic files, design computations, and check design computations, will become and remain the property of the DEPARTMENT and may be used by the DEPARTMENT without restriction for any public purpose.

The CONSULTANT will provide survey documents for bench levels and for the checking of bench levels on standard loose-leaf transit field book sheets. The CONSULTANT will provide all other data collected in an electronic format and will include the following files: FWD file, DGN file, DTM file, ALG file, and the RAW data file. The FWD file, DGN file, DTM file, and ALG file, will be compatible with the DEPARTMENT'S current version of InRoads. The RAW data file will be in ASCII format and will include the following information: point number, northing, easting, description, and any pertinent notes corresponding to a particular point.

The CONSULTANT, as requested by the DEPARTMENT, will submit construction documents, either electronic or paper format, and said documents will become and remain the DEPARTMENT'S property.

The CONSULTANT will return all data furnished to the CONSULTANT by the DEPARTMENT to the DEPARTMENT.

Compliance with all of the foregoing will be considered to be within the purview of this Agreement and will not constitute a basis for additional or extra compensation.

GENERAL REQUIREMENTS (DOT-900, 10/2016, Section C.3.)

- b. Survey for roadway and hydraulic design will be in accordance with the edition of the Department of Transportation Survey Manual currently in place at the time of execution of the Work Order.
- c. Wetland delineation will be in conformance with the US Army Corps of Engineers Wetland Delineation Manual and Regional Supplements. Wetland mitigation plans will include construction plans, performance criteria, and a five (5) year monitoring plan.
- d. Hydrologic/Hydraulic design will be in accordance with the edition of the South Dakota Drainage Manual (and its revisions) currently in place at the time of execution of the Work Order.

ROADWAY DESIGN (DOT-900, 10/2016, Section C.4.)

Unless otherwise modified by the Work Order, the CONSULTANT will meet the following requirements:

- a. Roadway design will be in accordance with the edition of the Department of Transportation Road Design Manual (and its revisions) currently in place at the time of execution of the Work Order and the American Association of State Highway and Transportation Officials (AASHTO) Specifications, "A Policy on Geometric Design of Highways and Streets" (2011 or the version in place at the time of execution of the Work Order), and Interims, or the Local Roads Plan.
- b. The CONSULTANT will complete and furnish to the DEPARTMENT, at the time the plans are delivered to the DEPARTMENT, a DEPARTMENT provided checklist. This checklist will provide certification that a separate check has been performed, all review revisions have been made, and the plans are correct and complete.

- c. The CONSULTANT will furnish basic design criteria in the Scope Summary Report and in the Scope of Services.
- d. The CONSULTANT may obtain standard drawings of roadway appurtenances from the DEPARTMENT'S Office of Road Design.
- e. The CONSULTANT will contact the DEPARTMENT'S Office of Bridge Design, if a DEPARTMENT structure's drainage area is greater than 1,000 acres. For these structures, the DEPARTMENT'S Office of Bridge Design will make a hydraulics recommendation, or will concur on the hydraulics requirement if hydraulics is part of the work order scope.
- f. The DEPARTMENT will furnish basic surfacing design criteria, such as type, thickness, and width of pavement.
- g. The DEPARTMENT will furnish material recommendations.

STRUCTURE DESIGN (DOT-900, 10/2016, Section C.5.)

Unless otherwise modified by the Work Order, the CONSULTANT will meet the following requirements:

- a. Prior to initiating design, the CONSULTANT will be required to submit the QC/QA plan/procedure to be followed for structure design to the DEPARTMENT for approval. The CONSULTANT may not begin structure design work until the QC/QA plan/procedure is approved and documented. If the CONSULTANT has a prior approved structure design QC/QA plan/procedure document on file with the OBD, and no changes to that document are anticipated for the current contract, the CONSULTANT will not need to resubmit a structure design QC/QA plan/procedure document.
- b. The CONSULTANT will design bridges, box culverts, and miscellaneous highway structures in accordance with the edition of the "AASHTO LRFD Bridge Design Specifications," currently in place at the time of execution of the Work Order except as modified by the DEPARTMENT'S design practices. Prior to beginning design work, the DEPARTMENT will supply the CONSULTANT with a copy of design practices along with examples of standard detailing procedures and typical plans.
- c. The CONSULTANT will design highway structures for a vehicular live loading of HL-93. Additional design criteria may be included in the Scope of Work.
- d. The CONSULTANT will load rate each structure, including culverts that are bridge length, in accordance with the edition of the AASHTO "Manual for Bridge Evaluation" with latest Interim Revisions using the LRFR method currently in place at the time of execution of the Work Order. The CONSULTANT will perform an HL-93 Design Load Rating for each structure. The CONSULTANT will analyze the AASHTO HS20 vehicle for Inventory and Operating Ratings. The CONSULTANT will also perform a Legal Load Rating for South Dakota legal trucks, the notional rating load, and the four specialized hauling vehicles. The CONSULTANT will submit a copy of the rating analyses to the DEPARTMENT along with the Final Plans for bid letting purposes. The Bridge Management Engineer from the DEPARTMENT'S Office of Bridge Design will review load ratings. Load ratings must be above the Legal Loads. The CONSULTANT will provide a separate summary table of all load ratings to be included in the Bridge Inspection file.
- e. The CONSULTANT will provide the DEPARTMENT a hard copy of design computations, independent check design computations, and load ratings, including computer output if applicable, with the final review set of drawings.
- f. The CONSULTANT will review shop plans for fabricated items, and will forward marked-up shop plans to the DEPARTMENT. The DEPARTMENT must authorize any fabrication.

PLANS, SPECIFICATIONS, AND ESTIMATES, GENERAL (DOT-900, 10/2016, Section C.8.)

Unless otherwise modified by the Work Order, the CONSULTANT will meet the following requirements:

- a. When complete plans, supplemental specifications, or special provisions are prepared, these will become the property of the DEPARTMENT, County, or City.
- b. The CONSULTANT will furnish and deliver to the DEPARTMENT original drawings of all sheets comprising the set of plans, together with all reports, drawings, computer files, studies, memoranda, and other data pertaining thereto.
- c. The CONSULTANT will furnish to the DEPARTMENT an electronic MS Word file of all special specifications.
- d. The CONSULTANT will prepare plans in conformance with the DEPARTMENT'S customary practices. The CONSULTANT will use standard format for notes, tables, and rates of materials.
- e. The CONSULTANT will prepare plans on sheets 11" x 17" or 8 ½" x 11" in size, under the guidance of the Road Design Manual's Chapter 18 – Plans Assembly: www.sddot.com/business/design/forms/roaddesign/Default.aspx or as directed by the DEPARTMENT. The CONSULTANT will follow the specific section of the Road Design Manual's Chapter 18 as it relates to plans produced by consultants in order to provide accurate electronic plans and bid items for the DEPARTMENT'S electronic bidding system. The CONSULTANT will utilize the DEPARTMENT'S web site: <http://www.sddot.com/business/design/Default.aspx> for Plan Preparation (i.e. Road Design Manual, CADD Procedure Manual, and User Guide for Electronic Plan Review), Downloadable Files (i.e. Form Letters, Microstation and InRoad files, and Plan Notes) and other information as necessary to design and prepare plans. The CONSULTANT will follow the properties and procedures set up for the DEPARTMENT'S electronic plans as set forth in document located at the following web site address: <http://sddot.com/business/design/forms/cadd/Default.aspx> . Electronic plans will be used for bidding purposes and must contain a watermark on each sheet stating "For Bidding Purposes Only." Refer to Paragraph i. below for details on the set of plans to be used for construction.
- f. The CONSULTANT will prepare plans with sufficient precision to permit the convenient layout in the field for construction and for other purposes. The plans will also provide for the production of an accurate estimate of quantities for the work to be performed in the construction of the project.
- g. The CONSULTANT will furnish such other pertinent information and data with respect to the plans and designs as the DEPARTMENT may request.
- h. The DEPARTMENT will require all persons designing, detailing, and checking structure plans to legibly place their names or initials on each plan sheet in the spaces provided for this purpose.
- i. The DEPARTMENT will designate the basic premises and criteria for the design. The CONSULTANT will develop plans in accordance with the DEPARTMENT'S standard specifications for roadway and bridge construction.
- j. As part of the work embraced in the preparation of plans, the CONSULTANT will prepare and furnish to the DEPARTMENT special provisions in standard DEPARTMENT format, for items of work included in the plans which are not covered by the standard specifications, plan notes, or DEPARTMENT-approved special provisions.
- k. The CONSULTANT will ensure scales, lettering, and the general delineation of the plans mirror the DEPARTMENT format and provide readily legible reproductions.
- l. The CONSULTANT will ensure each plan sheet bears the South Dakota registered professional seal and endorsement of the CONSULTANT as per the requirements of the South Dakota Board of Technical Professions.
- m. The CONSULTANT will use software acceptable to the DEPARTMENT as agreed to in the Work Order.

Note: The DEPARTMENT'S standard software programs are the Bentley Civil Products (InRoads Suite), MicroStation, AASHTOWare products, Adobe Acrobat, Bluebeam, and the Microsoft Office Suite. The DEPARTMENT may require other software on Work Orders.

CONSTRUCTION ENGINEERING TECHNICAL REQUIREMENTS (DOT-900, 10/2016, Section D1.)

1. **CONSULTANT'S RESPONSIBILITIES.** The CONSULTANT will be responsible to the DEPARTMENT, and will complete all work to the DEPARTMENT'S satisfaction.

Subject to availability, the CONSULTANT will provide personnel for the areas of expertise necessary to satisfactorily complete the work specified in the Work Order and this Agreement. The DEPARTMENT will notify the CONSULTANT as to the proper medium that will be used for recording purposes of field data. The CONSULTANT will submit reports in a timely manner as directed by the DEPARTMENT'S Office issuing the Work Order. The responsibilities for these areas are described in Exhibit 4, CONSTRUCTION ENGINEERING CONSULTANT RESPONSIBILITIES.

EXHIBIT 4 (DOT-900, 10/2016)

CONSULTANT CONSTRUCTION OVERSITE RESPONSIBILITIES

GENERAL

The CONSULTANT will:

1. Be knowledgeable of the requirements of the project plans and specifications, the DEPARTMENT'S Survey Manual, Road Design Manual, South Dakota Drainage Manual, and Computer-Aided Design and Drafting (CADD) Procedures Manual.
2. Assure project personnel are knowledgeable of their duties and responsibilities.
3. Assure project personnel are knowledgeable of the DEPARTMENT'S Materials Manual.
4. Oversee day to day activities to ensure the project is constructed in accordance with plans and specifications.
5. Ensure all documentation and reports are accurate and kept current.
6. Prepare and electronically submit Biweekly Progress Reports, Construction Change Orders, Progress Pay Estimates, Final Pay Estimate, and Final Construction Change Order, all on the current version of the DEPARTMENT'S Construction Management System. The CONSULTANT will submit these reports in a timely manner as directed by the DEPARTMENT'S Office issuing the Work Order.
7. Require all individuals providing acceptance testing and independent assurance testing of construction materials or acceptance inspection to record all data/results electronically on the current version of the DEPARTMENT'S Construction Management System, or as instructed by the DEPARTMENT.
8. Require all individuals providing acceptance testing and independent assurance testing of materials or acceptance inspection to meet the requirements of the DEPARTMENT'S Materials Testing and Inspection Certification Program Manual.
9. Ensure testing equipment identified in the DEPARTMENT'S Materials Testing and Inspection Certification Program Manual is calibrated and documented according to the designated frequencies and procedures designated in the Manual.
10. Perform other duties assigned by the DEPARTMENT as defined in this Agreement.

The CONSULTANT'S PROJECT ENGINEER will:

1. Assist with conducting the pre-construction meeting.

2. Prepare biweekly progress reports, construction change orders, progress pay estimates, final estimate, and final construction change order electronically on the current version of the DEPARTMENT'S Construction Management System.
3. Handle equal employment opportunity (EEO) and labor compliance activities.
4. Ensure that subcontractors working on the project are approved by the DEPARTMENT.

The CONSULTANT'S INSPECTOR will:

1. Assure the asphalt or concrete plant is properly calibrated.
2. Perform scale accuracy checks.
3. Ensure construction activities remain inside the acquired right-of-way or easement as specified on the plans unless approved by the DEPARTMENT.

The CONSULTANT'S SURVEY PARTY CHIEF will:

1. Record field notes for slope stakes, blue tops, paving grades, pipe, structure layout, and other items of the same sort in electronic format, FWD files, DGN files, DTM files, ALG files, and RAW files compatible to the current version of InRoads being used by the DEPARTMENT.
2. Set centerline, offset lines, bluetops, slope stakes, pipe stakes, structure stakes, and other items of the same sort by electronic or manual means.
3. Run bench levels within acceptable tolerances of the DEPARTMENT'S Survey Manual and maintain field notes on standard loose-leaf transit field book sheets.
4. Obtain necessary topographic data within acceptable tolerances of the DEPARTMENT'S Survey Manual.
5. Supervise and assure the survey crew is knowledgeable as to its duties and responsibilities.

The CONSULTANT'S TEST PERSON AND EQUIPMENT will:

1. Be knowledgeable of the requirements of the project plans and specifications.
2. Sample and test materials for acceptance as specified by the DEPARTMENT'S Materials Manual. Perform material tests for QC/QA projects in accordance with QC/QA manual and have the proper QC/QA certification.

Recognize and have the ability to take corrective action for calibration of testing equipment.

EXAMPLE 1

REPORT OF FOUNDATION INVESTIGATION

PROJECT: BRO 8048(03) Mellette County PCN 02DY

LOCATION: Structure No. 48-102-010, 18.9 miles North & 0.8 miles West of Cedar Butte over the White River.

METHOD OF INVESTIGATION:

All soundings are made according to the Standard South Dakota Subsurface Investigation Techniques and AASHTO Specifications. Auger holes are drilled with a 4-1/2 inch continuous flight auger. Penetration and Push Test holes are drilled with a 6-5/8 inch continuous hollow stem auger. Push core samples are obtained by hydraulically ramming a 2 foot long lined split spoon sampler into the soil to obtain 2 inch nominal diameter soil samples. Penetration tests are conducted by dropping a 140 pound hammer 30 inches to obtain 2 inch nominal diameter samples and to measure the resistance to penetration of the soil. Corings with the SDDOT drive rig are performed by using a California retractable plug sampler, which is driven with a 490 pound hammer. The drill stem is P.K. rod, which is 2-7/8 inch O.D., and 2 inch nominal diameter cores are obtained. All laboratory tests are performed in accordance with standard AASHTO or SDDOT laboratory procedures.

RECOMMENDATIONS:

Abutments:

I. Steel HP10 X 42 Piling

A. A LRFD maximum factored pile bearing resistance of 77 tons can be used for design.

B. The anticipated tip elevations are:

<u>Station</u>	<u>Elevation</u>
22+06	1910
25+27	1892

C. The nominal pile bearing resistance shall be 192 tons verified by the SDDOT's Modified ENR formula.

Bents:

I. Drilled Shafts

A. A LRFD maximum factored resistance value of 2,800 psf can be used for design below elevation 1912 ft. or maximum scour whichever is lower.

B. Permanent casings will be required to elevation 1915 ft.

C. The point of fixity within the bedrock can be assumed to be the elevation 1912 ft.

DISCUSSION:

The proposed structure location is underlain by brown sand-silt (alluvium) overlying brown silt-sand with gravel (alluvium). The alluvial sediments rest upon gray silt-clay (Pierre Shale). The D50 of the brown sand-silt, brown silt-sand with gravel, and gray silt-clay (Pierre Shale) can be assumed to be 0.06 mm, 1.0 mm, and 0.004 mm. The D95 of the brown sand-silt, brown silt-sand with gravel, and gray silt-clay (Pierre Shale) can be assumed to be 1.0 mm, 6.0 mm, and 0.06 mm.

Steel HP10X42 piling along with the anticipated tip elevations, are listed in the recommendations for use in the abutments. Drilled Shafts are listed in the recommendations for use at the bents.

The piling were evaluated for drivability and group effects at the LRFD Strength Limit State. Settlement of the substructure units and horizontal movement of the abutment piling were evaluated at the LRFD Service Limit State.

Drivability –

A drivability analysis was performed for the steel HP10X42 piling using the wave equation analysis program (GRLWEAP). A group of pile hammers that were evaluated and found to produce acceptable driving stresses is listed later in this report for inclusion in the plans.

Pile Group Effects:

Axial Loading – Abutments

For a single row of piling, AASHTO requires the center-to-center pile spacing to be at least 30" or 2.5 times the width of the pile, whichever is greater. Therefore, for the steel HP10x42 piling at the abutment the center-to-center spacing shall be at least 30".

Settlement –

The steel pile tips will be founded in the Pierre Shale. Unconfined compression test results of the Pierre Shale exceed the proposed bridge loadings. Past experience for piling driven into hard shale soil bedrocks has shown little, if any, settlement has occurred. Therefore, 1/4 inch or less of total settlement can be used to design the substructure units.

Horizontal Movement –

AASHTO states that if the center-to-center spacing of the piling in the substructure unit is greater than 5 times the width of the pile then group effects can be ignored. Therefore, if the designed spacing is greater than 5 times the pile width a group efficiency factor of 1.0 can be used with no reduction in pile loading required. If this minimum pile spacing is not met a reduction factor will need to be calculated according to the AASHTO code.

Horizontal movement at the substructure units can be calculated using the following soil parameters:

Sand-silt (alluvium); phi angle = 24 degrees, cohesion = 50 psf, wet unit weight = 118 pcf
Silt-sand with gravel (alluvium); phi angle = 32 degrees, cohesion = 0 psf, wet unit weight = 130 pcf
Silt-clay (Pierre Shale); phi angle = 18 degrees, cohesion = 1,000 psf, wet unit weight = 130 pcf

For the drilled shafts, a LRFD maximum factored resistance value (skin friction) of 2,800 psf is recommended below elevation 1912 for the bents or maximum scour whichever is lower. The point of fixity within the bedrock can be assumed to be 1912 for the bents.

Each drilled shaft shall have a minimum of 3 access tubes for a shaft diameter of 3.0' and less. The number of access tubes needed shall be increased by 1 for each foot increase in shaft diameter above the 3.0'. The access tubes shall be furnished and installed according to the South Dakota Department of Transportation's 2004 Standard Specifications for Roads and Bridges. These access tubes shall be equally spaced in the shaft reinforcement prior to placing the reinforcement cage.

A representative of the CONSULTING FIRM (NAME AND NUMBER) shall be present during drilling operations to confirm the elevations provided in this report and to observe the placement of the drilled shafts. In addition to the notes below, contact the CONSULTANT REPRESENTATIVE for the most current drilled shaft construction notes to be included in the plans.

The following notes shall be placed in the plans:

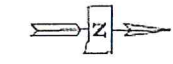
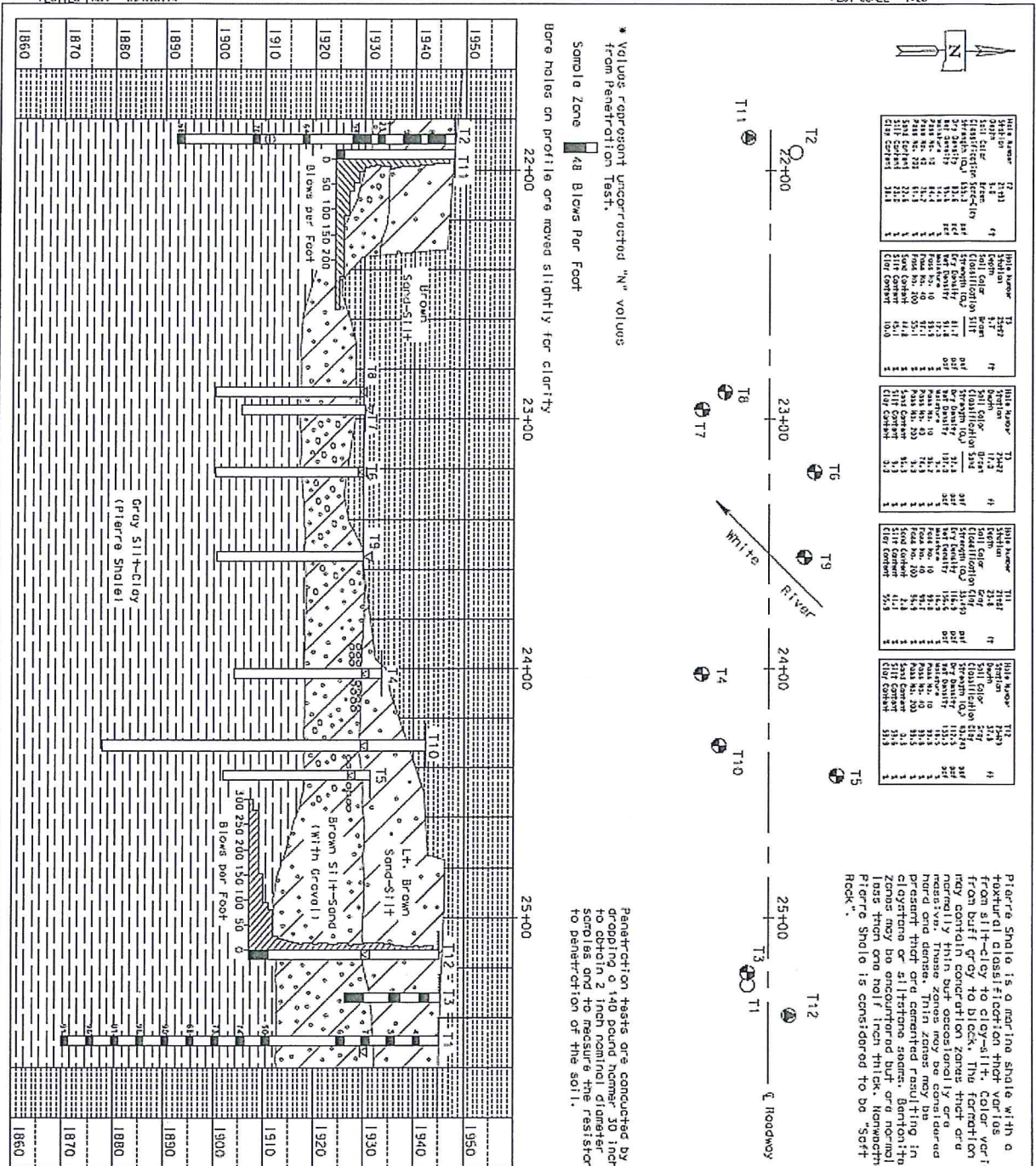
A drivability analysis was performed using the wave equation analysis program (GRLWEAP). The pile hammers listed below were evaluated and found to produce acceptable driving stresses. Pile hammers not listed will require evaluation and approval prior to use from the CONSULTANT REPRESENTATIVE NAME AND PHONE NUMBER.

Hammers need to be sized according to site specific soil parameters and structure design requirements. The following list of hammers is owned and readily available by contractors that do work in SD. Select and specify in the report which hammers are acceptable for use on individual projects.

ICE 180	Delmag D12-42	FEC 1500	Delmag D16-32	Delmag D19-32
Delmag D19-42	MVE M-19	ICE 42S	MKT DE 42/35	APE D19-42
Delmag D25-32	Delmag D30-32	SPI D30	Delmag D46-32	

PLLOT SCALE - 1:20

PLOTTED FROM - TPR18124



Soil No.	Soil Name	Depth (ft)	Penetration (lb/in)	Blow Count
1	Gravelly Sand	0-1	112	1
2	Gravelly Sand	1-2	112	1
3	Gravelly Sand	2-3	112	1
4	Gravelly Sand	3-4	112	1
5	Gravelly Sand	4-5	112	1
6	Gravelly Sand	5-6	112	1
7	Gravelly Sand	6-7	112	1
8	Gravelly Sand	7-8	112	1
9	Gravelly Sand	8-9	112	1
10	Gravelly Sand	9-10	112	1
11	Gravelly Sand	10-11	112	1
12	Gravelly Sand	11-12	112	1
13	Gravelly Sand	12-13	112	1
14	Gravelly Sand	13-14	112	1
15	Gravelly Sand	14-15	112	1
16	Gravelly Sand	15-16	112	1
17	Gravelly Sand	16-17	112	1
18	Gravelly Sand	17-18	112	1
19	Gravelly Sand	18-19	112	1
20	Gravelly Sand	19-20	112	1
21	Gravelly Sand	20-21	112	1
22	Gravelly Sand	21-22	112	1
23	Gravelly Sand	22-23	112	1
24	Gravelly Sand	23-24	112	1
25	Gravelly Sand	24-25	112	1
26	Gravelly Sand	25-26	112	1
27	Gravelly Sand	26-27	112	1
28	Gravelly Sand	27-28	112	1
29	Gravelly Sand	28-29	112	1
30	Gravelly Sand	29-30	112	1
31	Gravelly Sand	30-31	112	1
32	Gravelly Sand	31-32	112	1
33	Gravelly Sand	32-33	112	1
34	Gravelly Sand	33-34	112	1
35	Gravelly Sand	34-35	112	1
36	Gravelly Sand	35-36	112	1
37	Gravelly Sand	36-37	112	1
38	Gravelly Sand	37-38	112	1
39	Gravelly Sand	38-39	112	1
40	Gravelly Sand	39-40	112	1
41	Gravelly Sand	40-41	112	1
42	Gravelly Sand	41-42	112	1
43	Gravelly Sand	42-43	112	1
44	Gravelly Sand	43-44	112	1
45	Gravelly Sand	44-45	112	1
46	Gravelly Sand	45-46	112	1
47	Gravelly Sand	46-47	112	1
48	Gravelly Sand	47-48	112	1
49	Gravelly Sand	48-49	112	1
50	Gravelly Sand	49-50	112	1
51	Gravelly Sand	50-51	112	1
52	Gravelly Sand	51-52	112	1
53	Gravelly Sand	52-53	112	1
54	Gravelly Sand	53-54	112	1
55	Gravelly Sand	54-55	112	1
56	Gravelly Sand	55-56	112	1
57	Gravelly Sand	56-57	112	1
58	Gravelly Sand	57-58	112	1
59	Gravelly Sand	58-59	112	1
60	Gravelly Sand	59-60	112	1
61	Gravelly Sand	60-61	112	1
62	Gravelly Sand	61-62	112	1
63	Gravelly Sand	62-63	112	1
64	Gravelly Sand	63-64	112	1
65	Gravelly Sand	64-65	112	1
66	Gravelly Sand	65-66	112	1
67	Gravelly Sand	66-67	112	1
68	Gravelly Sand	67-68	112	1
69	Gravelly Sand	68-69	112	1
70	Gravelly Sand	69-70	112	1
71	Gravelly Sand	70-71	112	1
72	Gravelly Sand	71-72	112	1
73	Gravelly Sand	72-73	112	1
74	Gravelly Sand	73-74	112	1
75	Gravelly Sand	74-75	112	1
76	Gravelly Sand	75-76	112	1
77	Gravelly Sand	76-77	112	1
78	Gravelly Sand	77-78	112	1
79	Gravelly Sand	78-79	112	1
80	Gravelly Sand	79-80	112	1
81	Gravelly Sand	80-81	112	1
82	Gravelly Sand	81-82	112	1
83	Gravelly Sand	82-83	112	1
84	Gravelly Sand	83-84	112	1
85	Gravelly Sand	84-85	112	1
86	Gravelly Sand	85-86	112	1
87	Gravelly Sand	86-87	112	1
88	Gravelly Sand	87-88	112	1
89	Gravelly Sand	88-89	112	1
90	Gravelly Sand	89-90	112	1
91	Gravelly Sand	90-91	112	1
92	Gravelly Sand	91-92	112	1
93	Gravelly Sand	92-93	112	1
94	Gravelly Sand	93-94	112	1
95	Gravelly Sand	94-95	112	1
96	Gravelly Sand	95-96	112	1
97	Gravelly Sand	96-97	112	1
98	Gravelly Sand	97-98	112	1
99	Gravelly Sand	98-99	112	1
100	Gravelly Sand	99-100	112	1

* Values represent uncorrected "N" values from Penetration Test.
 Sample Zone 48 Blows Per Foot

Use notes on profile are moved slightly for clarity

Penetration tests are conducted by dropping a 140 pound hammer 30 inches to obtain 2 inch nominal diameter samples and to measure the resistance to penetration of the soil.

Pierre Shale is a marine shale with a tabular to disintegrating thin to medium bedded gray to black, color varies from buff to gray to black. The carbonaceous shale is normally thin bedded and is a resistant. These zones may be considered hard and dense. Thin zones may be present that are concentrated resulting in claystone or siltystone zones. Bentonitic zones may be encountered but are normally from fine to medium sandstone. Pierre Shale is considered to be soft rock.

STATE	PROJECT	SHEET	TOTAL SHEETS
SD	BRD 80481031 WELLETTE COUNTY PCY 02DY	18	20
DATE	DESIGNED BY	CHECKED BY	APPROVED
11/11/11	BRN	MLW	BRN

The Geotechnical Engineering Activity has completed the field investigation of this project. These logs are additional results of laboratory tests. If any are available for review of the Control Office in Pierre.

LEGEND

- Penetration Test
- ⊕ Water
- ⊖ Dr. Test
- ⊖ Covered
- Sample
- Zone

Dr. Test are conducted by dropping a 20 lb hammer from a height of 24 inches into a 2 inch nominal diameter sample and to measure the resistance to penetration of the soil.

Auger holes are drilled with a 4 1/2 inch diameter continuous flight auger. Penetration and Test holes are drilled with a 2 inch diameter hollow stem auger. Push down samples are obtained by hydraulic sampling a 2 foot long lined split spoon sampler into the soil to obtain 2 inch nominal diameter soil samples.

GROUND WATER ELEVATIONS
 as of December 2012

TEST	ELEV	DATE
T1	1931.3	1924.0
T2	1910.9	1924.0
T3	Dry	1924.0
T4	1929.7	1924.0
T5	1926.9	1924.0
T6	1928.9	1924.0
T7	1930.2	1924.0
T8	1929.1	1924.0
T9	1930.0	1924.0
T10	1929.3	1924.0
T11	Dry	1924.0
T12	1929.6	1924.0

DESIGNED SKIN ERECTION
 Elev Dsf
 T11 1924.0 2.193
 T12 1907.3 1.214

BRD 80481031 WELLETTE COUNTY PCY 02DY
 18.9 MILES N. AND 0.8 MILES W. OF CEDAR BUTTE
 SECTION 28 TOWNSHIP 45 N. RANGE 31 W.
 OVER WHITE RIVER
 STR. NO. 48-102-010

SITE PLAN & SUBSURFACE PROFILE
 DESIGNED BY BRN
 CHECKED BY MLW
 APPROVED BRN

RECOMMENDATIONS

EXAMPLE 2

Re: BRO 8027(29), Gregory County, PCN 00QR
Str. No. 27-030-081, located 2.0 West & 0.1 South of the Jct of SD44/SD47
RCBC Undercut Recommendation

Soils maps of the area indicate the soils at the location of the proposed structure have the following characteristics.

Station 16+86 (Str. No. 27-030-081)

CLASSIFICATION: A-7
Clay & Silty Clay
AVERAGE LIQUID LIMIT: 66
SHRINK-SWELL POTENTIAL: High to Very High
FROST ACTION POTENTIAL: Low
CORROSIVITY: High for steel, Low to Moderate for concrete

RECOMMENDATIONS:

Provide 24 inches of undercut and backfill.

DISCUSSION:

The project consists of replacing an existing single span 22' steel stringer bridge with a 2 barrel 13' x 6' cast-in-place RCBC. The proposed box culvert will be in the same location as the existing bridge location. The existing surfacing on the road is gravel and will be resurfaced with gravel upon completion. Minimal grading at the proposed box culvert location is anticipated, therefore, the material shall be compacted using the Ordinary Compaction Method.

A subsurface investigation was conducted for the proposed RCBC. The subsurface investigation consisted of placing a boring near both the proposed inlet and outlet ends of the structure and logging the material to 3 feet below the flow line. Samples were collected from below the flow line for soils classification. A dynamic cone penetrometer was used at both the inlet and outlet ends to identify the change in relative density of the subsurface material below flow line.

Subsurface soils at the proposed site consist of brown silt-clay to 3' below the existing flow line.

The 2' undercut depth is recommended to remove the low strength soils with high shrink-swell potential from below the box culvert.

The following paragraphs shall be placed in the plans:

Compaction of earth embankment and box culvert backfill material shall be governed by the Ordinary Compaction Method.

Any questions about the recommendations or the subsurface conditions can be directed to the CONSULTANT CONTACT NAME AND PHONE NUMBER.

SDDOT Bridge Improvement Grant (BIG)
Request for Reimbursement of Construction Engineering Fees

Name of City or County

Project: BR_ NNNN(00)NN-N PCN: NNNN

Grant Cap: \$0.00

Agreement Number: _____ Payment Number: NN

Billing Period: From: _____ To: _____

Consultant Name	Total Billed	Reimbursable Portion (80% of total)
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
Total Amount Due		\$0.00

Grant Cap	Reimbursable Portion This	Reimbursable Portion(s)	Grant Funds
	Invoice	Previously Billed	Remaining
\$0.00	\$0.00	\$0.00	\$0.00

Required Attachments for this Reimbursement

Request Form:

*Copy of Contract between County/City and Consultant (required only with 1st billing; must include required scope of services and must reference structure # for applicable grant)

*Copy of the bill(s) from Consultant

*Proof of payment by County/City (i.e. copy of check or commission minutes, etc.)

Billing frequency shall be a maximum of monthly and a minimum of quarterly.

Remit to: Doug Kinniburgh SD DOT-LGA 700 E Broadway Ave Pierre, SD 57501		FINAL BILLING
		<i>Check blue box if submitting the final billing (indicates that this portion of the project can be finalled as no more billings will be submitted.)</i>

SDDOT Bridge Improvement Grant (BIG)
Request for Reimbursement of CONSTRUCTION COSTS

Name of City or County

Project: BR_ NNNN(00)NN-N PCN: NNNN

Grant Cap: \$0.00

Agreement Number: _____ Payment Number: NN

Billing Period: From: _____ To: _____.

Contractor Name	Total Billed	Reimbursable Portion (__ % of total)
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
Total Amount Due		<u>\$0.00</u>

Reimbursable Portion This Invoice	Reimbursable Portion(s) Previously Billed
\$0.00	\$0.00

Required Attachments for this Reimbursement

Request Form:

*Copy of Contract between County/City and Contractor (required only with 1st billing; must reference structure # for applicable grant)

*Copy of the bill(s) from Contractor AND "Pay Est SHELL BIGs.xls"

*Proof of payment by County/City (i.e. copy of check or commission minutes, etc.)

Billing frequency shall be a maximum of monthly and a minimum of quarterly.

Remit to: Doug Kinniburgh SD DOT-LGA 700 E Broadway Ave Pierre, SD 57501	<u>FINAL BILLING</u>
	<i>Check blue box if submitting the final billing (indicates that this portion of the project can be finalled as no more billings will be submitted.)</i>

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016

During the performance of this Agreement, the COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
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 contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and 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 Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NOTICE OF PUBLIC MEETING

The Fall River County Board of Commissioners has set a hearing to be held on Tuesday, July 2, 2019, from 10:25 a.m. until 10:45 a.m. at the Fall River County Courthouse, in the courtroom, on the 2nd floor. Public discussion will be held regarding the question of whether the county should return the following blacktop road to gravel on old Hwy 79 and County Road 6E (Custer/Fall River Landfill near Edgemont). If you are unable to attend this meeting, and wish to make comments, you can write a letter and mail to the Fall River Commission, c/o County Auditor, 906 N. River Street, Hot Springs, SD, 57747, delivered to the office of the county auditor at the above address, or emailed to the county auditor at sue.ganje@state.sd.us.

Dated this 18th day of June, 2019

/s/Sue Ganje, Auditor

FROM HIWAY
471 TOWARD
COYDWOOD



1



2



3



4



#5



#6



7



8



9



10



#11



#12

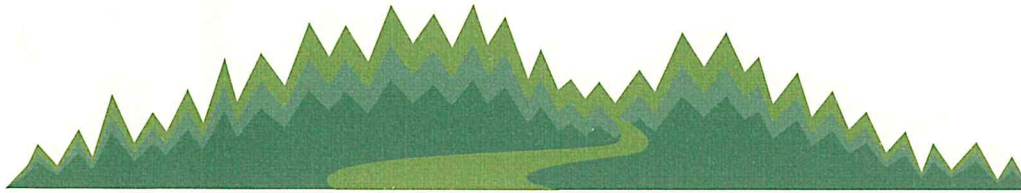
COTTONWOOD
CREEK BRIDGE



#13



#14



Black Hills Regional Multiple Use Coalition

P.O. Box 9496 • Rapid City, SD 57709 • 605-341-0875 • Fax 605-341-8651 June 21, 2019

TO: BOARD OF DIRECTORS

SUBJECT: MEETING NOTICE

The next Black Hills Regional Multiple Use Coalition, Board of Directors meeting will be June 28th at 4:00 pm at the South Dakota Stockgrowers office in Rapid City. The address is: 426 St Joseph St, Rapid City, SD 57701. The draft minutes from the April 26th Board of Directors meeting are attached for your review.

The tentative agenda items are:

- Our guest speaker will be Jack Isaacs, Supervisor of the Nebraska National Forest. Jack will be providing an update on Forest activities and answering questions from BHRMUC members.
- Response from Black Hills National Forest regarding OHV use
- Coloring Book Update
- Wolf Event Discussion
- Directors' Round Robin

Please feel free to call me at 605-341-0875 if you have any questions or comments.

Ben Wudtke
Executive Secretary

Black Hills Multiple Use Coalition- April 26, 2019

The April 2019 meeting of the board of directors of BHRMUC was called to order at 4:00 pm at the Holiday Inn in Spearfish, SD. Those in attendance were Patty Brown (ORA), Butch Oien (SD ATV/UTV, Hugh Thompson (WYFB), Don Hausle (BHRC&D), Ben Wudtke (BHFR), Bill Coburn (BHFF), Eric Jennings (BH Cattlemen), James Halverson (SDSGA), Druse Kellogg (BHWIT), Matt Lottes (NTC), and Mark Van Every (BHNF Forest Supervisor).

Mark Van Every:

- Grazing – Overall it is going “smoothly” in the hills. Elk Mountain area water project is still ongoing.
- BHNF is projecting to be 15,000 CCF short of selling their target volume for the 2019 fiscal year, due to lack of manpower and short budget
 - Editor’s Note: It just so happens that they were over their target by 15,000 CCF in 2018 as a result of salvage logging, and they assured industry that the salvage volume would not count towards 2019 sale volume
- currently 37 BHNF vacancies
- 8 of 12 positions in Supervisor’s Office (Custer) are currently vacant
- Forest inventory analysis (FIA) for BHNF – in the 3rd and final year of the assessment
- Mark acknowledged the need to provide consequence for trail misuse (i.e. ticketing)
 - Informed the group that OHV rental companies will be contacted to reiterate expectations of trail-use and are working on relevant brochures to pass along to the public
- The Black Hills sold more trail permits in 2018 than any other year. ~\$600,000 generated over ~24,000 permits
- A ticket from and FPO or Trail Ranger will hold same weight as a ticket issued by an LEO.
- Of the three recent mining explorations in the Hills, only one is still ongoing (“Big Rock” in the Silver City area). Currently in the exploratory phase. There would be a scoping period, objection period, and EIS analysis following a potential mining proposal.

Previous meeting’s minutes reviewed.

- Bill Coburn did indeed attend the previous meeting even though his name is not in the attendance list
- “Counsel” should have been “Council” in the represented organization listed next to Frank Bloom’s name.

Treasurer’s Report: Balance as of 3/26/19 - \$18,899.03 (\$3000 in from Neiman donation, \$300 in from membership, \$59.01 out for Holiday Inn meeting space, and \$316.30 out for USPS envelopes)

Coloring books are very close to being ready to print.

Wolf Event – schedule in conjunction w/Secretary Kelly Hepler’s availability. Heritage Center in Spearfish is the tentative event location.

Round Robin:

Patty: “Ride With Respect” signs – volunteers are lined up for installs at trailheads, and dates for installs should be known by May 1.

Ben: concerned with USFS accepting defeat on achieving timber volume targets for this fiscal year despite being just over halfway through it

James: Custer National Forest EIS is currently in public comment period

Eric: concerned with impacts of potential “Wildlife Migration Corridors” (more restrictions over large areas)

The May meeting is moved from 05/24/19 to 5/17/19.

Meeting adjourned at 6:05 pm

Minutes by Matt Lottes