Agenda

Yankton County Commission

6:00 PM, Tuesday, July 2, 2019
Commission Chamber
Yankton County Government Center

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Meeting chaired by:	Dan Klimisch, Chairperson
01 Call to order:	6:00 PM **PLEDGE OF ALLEGIANCE**
02 Roll Call:	_____ Cheri Loest _____ Don Kettering
	_____ Gary Swensen _____ Joseph Healy _____ Dan Klimisch

AGENDA ITEMS

No.	Time	Item Description	Presenter
03	6:00 PM	Abstain Financial Conflict of Interest (SDCL 6-1-17) Non-Financial Interest-Must State Reason for Abstaining	Commissioner Klimisch
04		Approval of Agenda	
05		Approval of Minutes from June 18, 2019 and June 20, 2019 Commission Meetings	
06	6:05 PM	Public Comments	
07	6:10 PM	Claims Payroll Entrance Application- Nustar Energy LP	Auditor
08	6:15 PM	FEMA and SBA for Flooding Event	Chris Arnim and Roger Busch
09	6:25 PM	Bridge Improvement Grant Agreement	Mike Sedlacek

10	6:30 PM	Advertise for Cornstalk Removal Bid	Mike Sedlacek
11	6:45 PM	Advertise for Drainage Commission Members	Commissioners
12	6:50 PM	Road Task Force Schedule/Goals	Commissioners
13	6:55 PM	2020 Budget Discussion	Commissioners
14	7:00 PM	Discussion-Freezing Major Purchases for One Year	Gary Swensen
15	7:05 PM	Permit Fee Increases	Commissioners
16	7:10 PM	Public Comments	
17	7:15 PM	Commissioner Updates	Commissioner Klimisch
18	7:20 PM	Executive Session/Litigation Pursuant to SDCL 1-25-2(3)	State's Attorney
		Executive Session/Personnel Issue Pursuant to SDCL 1-25-2(1)	
		Items for Next Meeting	

YANKTON COUNTY COMMISSION MEETING
June 18, 2019

The regular meeting of the Yankton County Commission was called to order by Chairman Dan Klimisch at 6:00 PM on Tuesday, June 18, 2019.

Roll Call was taken with the following Commissioners present: Cheri Loest, Joseph Healy, Gary Swensen, Don Kettering and Dan Klimisch.

There were no conflicts of interest reported by Commissioners.

Action 19262C: A motion was made by Healy and seconded by Loest to approve the meeting agenda. All present voted aye; motion carried.

Action 19263C: A motion was made by Loest and seconded by Swensen to approve the minutes of June 4, 2019 meeting with the following addition: Commissioner Kettering had requested the June 18th meeting begin at 4:00 p.m. to attend the Ag Gala. All present voted aye; motion carried.

There were no public comments.

Chairman Klimisch closed the public comment portion of the meeting.

Action 19264C: A motion was made by Kettering and seconded by Loest to approve the following claims: **General Fund: Non-Departmental:** SD Dept. of Revenue (2017 & 2018 Sales Tax) $720.66; **Commissioners:** Vast Business (Utilities) $52.50, Intuvio Solutions (Professional Services) $49.95, Computer Forensic Resources Inc. (Professional Services) $2,400.00, Yankton County Observer (Publishing) $623.27, Yankton Daily P & D (Publishing) $860.33; **Elections:** Qualified Presort Services LLC (Supplies) $39.52; **Court:** Jurors Fees (10 @ $50.00) $500.00, Jurors Fees-MI (2 @ $12.60) $25.20, Jurors Fees-MI (1 @ $33.60) $33.60, Jurors Fees-MI (1 @ $6.72) $6.72, Jurors Fees-MI (1 @ $1.68) $1.68, Jurors Fees-MI (1 @ $16.80) $16.80, Witness Fees (3 @ $20.00) $60.00, Avera Sacred Heart Hospital (Lab) $560.00, Certified Languages International (Professional Services) $6.60, Harmelink & Fox Law Office, Prof, LLC (Professional Services) $2757.41, SD Department of Health (Lab Crt) $1,115.00, Dean Schaefer (Professional Services) $1,032.00, West Payment Center (Supplies) $75.00; **Auditor:** Vast Business (Utilities) $175.49, Culligan (Supplies) $13.50, Patty Hojem (Travel) $42.00, Investigative Services (Professional Services) $148.50, Leaf (Rental) $174.90, Qualified Presort Services LLC (Supplies) $181.61, One Office Solution (Maintenance) $108.67; **Treasurer:** Vast Business (Utilities) $210.20, Scantron (Maintenance) $224.00, Qualified Presort Service LLC (Supplies) $133.01, One Office Solution (Maintenance) $180.00; **Data:** Vast Business (Utilities) $998.78, First Bankcard (Supplies) $40.01; **States Attorney:** Culligan (Supplies) $6.75, Executive Mgmt Finance (Utilities) $24.75, Robert W. Klimisch (Travel) $363.80, Qualified Presort Services LLC (Supplies) $41.65, Security Shredding Services (Maintenance) $245.00, Yankton Daily P & D (Publishing) $90.82, Yankton Daily P & D (Supplies) $139.64, Yankton Title Company

(Professional Services) $150.00; **CLERP:** SDACC (Catastrophic Legal Exp-2nd Qtr.) $6188.00; **Government Buildings:** Kopetsky's Ace Hardware (Supplies) $45.17,Vast Business (Utilities) $26.25, Cole Papers INC (Supplies) $487.38, MidAmerican Energy (Utilities) $264.43, Nebraska Air Filter, INC. (Supplies) $330.73; **Director of Equalization:** Vast Business (Utilities) $229.50, Ecowater Systems (Supplies) $20.00, First Bankcard (Supplies) $105.88, First Bankcard (Travel) $932.99, Microfilm Imaging Systems, INC. (Maintenance) $70.00, Qualified Presort Services, LLC. (Supplies) $328.75, One Office Solutions (Supplies) $247.39; **Register of Deeds:** Vast Business (Utilities) $177.57, Executive Mgmt Finance (Utilities) $24.75, Microfilm Imaging Systems, INC. (Rental) $336.00, Qualified Presort Services, LLC (Supplies) $35.88, One Office Solution (Supplies) $35.00, One Office Solutions (Maintenance) $6.53; **Veterans Service Officer:** Vast Business (Utilities) $26.25, Qualified Presort Services, LLC (Supplies) $27.57, Yankton Area Chamber of Commerce (Chamber Dues) $22.65; **Safety Center Building:** Kopetsky's Ace Hardware (Supplies) $7.98, Bomgaars (Supplies) $11.24, Vast Business (Utilities) $772.75, City of Yankton (Utilities) $200.00, Cole Papers INC. (Supplies) $464.28, Avera Sacred Heart Hospital (Supplies) $79.00, Justice Fire & Safety (Maintenance) $200.00, Johnson Controls, INC. (Maintenance) $479.62; **Sheriff:** Vast Business (Utilities) $111.00, City of Yankton (Fuel) $3548.30, Xtreme Car Wash (Maintenance) $233.40, Jerry Sorbel (Fuel) $26.71, Culligan (Supplies) $ 40.50, Jacks Uniforms & Equipment (Uniforms) $258.74, Jacks Uniforms & Equipment (Law Enforcement Equip) $200.79, Qualified Presort Service, LLC. (Maintenance) $161.81, M.T. & R.C. Smith (Insurance) $490.00, Security Shredding Services (Maintenance) $35.00, One Office Solution (Maintenance) $104.95, One office Solution (Supplies) $12.53; **County Jail:** Avera Education & Staffing Solutions (Professional Services) $700.00, Avera Sacred Heart Hospital (Professional Services) $2,432.79, Avera Medical Group (Professional Services) $1,257.00, CBM Food Service (Food Services) $8,213.34, Culligan (Food Services) $8.75, EZ Duz it Laundry (Supplies) $28.00, Menards (Supplies) $158.78, Correctional Risk Services (Inmate Medical LIAB Ins) $1,185.75, One Office Solution (Maintenance) $54.16, Yankton Drug Co. Ins (Professional Services) $442.48; **Yankton Area Search & Rescue:** City of Yankton (Supplies) $71.22, First Bankcard (Travel) $340.92; **Care of Poor:** Opsahl-Kostel Funeral Home (Professional Services) $1,250.00, Qualified Presort Services LLC (Supplies) $85.83, West payment Center (Supplies) $75.00; **Public Health Nurse:** Vast Business (Utilities) $238.92, TIAA Commercial Finance (Rentals) $70.96, Qualified Presort Services LLC (Supplies) $16.42; **Ambulance:** Avera Education & Staffing Solutions (Supplies) $30.00, Kopetsky's Ace Hardware (Supplies) $390.83, Avera Sacred Heart Hospital (Supplies) $778.31, Arrow International (Supplies) $677.50, Bomgaars (Supplies) $39.99, Vast Business (Utilities) $179.36, Integrated Technology & Security (Repairs) $275.80, The USP Store 6716 (Supplies) $5.59,Bound Tree Medical LLC (Supplies) $2,431.83, City of Yankton (Maintenance) $12.00, City of Yankton (Supplies) $749.59, USPS (Supplies) $50.00, Cintas (Supplies) $66.57, Berkley Motors (Maintenance) $642.48, Change Healthcare (Professional Services) $133.77, First Bankcard (Travel) $609.10, First Bankcard (Supplies) $1,453.59, Kaiser Heating & Cooling (Maintenance) $505.74, Leaf (Rental) $81.43, Matheson Tri-Gas Inc. (Supplies) 161.02, Matheson Tri-Gas Inc. (Rental) $75.99, Menards (Supplies) $17.74, Physio-Control, Inc. (Maintenance) $11,662.20, Pitney Bowes (Rental) $215.34, Vogt's Cleaners (Maintenance) $7.00, Jerry Webber (Supplies) $95.99, Yankton Janitorial Supply (Supplies) $165.40; **Mental Handicapped:** South Dakota Achieve dba Lifescape, (Care)

$300.00; **Mental Illness Board:** Darcy Lockwood (Hearings) $57.00, Mark Katterhagen (Hearings) $57.00, Lucille M. Lewno (Hearings) $1047.00, Lewis & Clark Behavioral Health Services (Hearings) $1,068.00, Lincoln County Treasurer (Hearings) $962.13, Gary E. Mikelson (Hearings) $1,469.00, Minnehaha County Auditor (Hearings) $236.40; **County Extension:** Kopetsky's Ace Hardware (Supplies) $10.99, Bomgaars (Supplies) $13.47, Buhl's Cleaners (Supplies) $37.82, SDSU Extension (Travel) $42.93, Katie Doty (Supplies) $18.83, Leaf (Rental) $176.40, Northwesters Energy (Utilities) $363.60, One Office Solution (Maintenance) $278.35; **Weed:** Bomgaars (Supplies) $109.99, Agterra Technologies (Supplies) $600.00, Cox Auto Supply, Inc. (Supplies) $10.99, Yankton County Observer (Publishing) $108.00, Yankton Daily P & D (Publishing) $220.20; **Planning & Zoning:** Vast Business (Utilities) $62.50, Collection Trust Publications (Supplies) $280.00, Planning & Development (Professional Services) $11,805.25, Qualified Presort Service, LLC (Supplies) $10.10, Yankton Daily P & D (Publishing) $112.77; **Road & Bridge:** Bomgaars (Supplies) $22.99, B-Y Electric (Utilities) $70.33, B-Y Water District (Utilities) $89.25, Butler Machinery Co. (Supplies) $1,443.09, Butler Machinery Co. (Equip Expense) $14,596.77, Vast Business (Utilities) $167.52, Boyer Trucks (Supplies) $963.77, Cox Auto Supply Inc. (Supplies) $333.65, Concrete Materials (Supplies) $1,640.10, Myers Tire Supply (Supplies) $94.49, CHS (Hwy Fuel) $8,317.82, CHS (Supplies) $1,892.00, Fischer Bros. Trucking (Supplies) $538.20, D-P Tools (Supplies) $32.43, Filter Care if Nebraska (Supplies) $24.55, First Bankcard (Supplies) $309.31, Fleetpride Truck & Trailer Parts (Supplies) $184.98, Fastenal Industrial & Construction Supply (Supplies) $12.26, Hollaway Construction Co, Inc. (Professional Services) $938.86, Hollaway Construction co, Inc. (Bridges) $46,000.00, Investigative Services (Professional Services) $148.50, Janssen's Garbage Service, Inc. (Utilities) $45.00, Larry's Heating & Cooling Inc. (Maintenance) $362.05, MidAmerican Energy (Utilities) $59.61, Riverside Hydraulics & Labs (Supplies) $878.68, M.T. & R. C. Smith (Insurance) $585.00, Southeastern Electric Cooperative Inc. (Utilities) $39.82, Truck Trailer Sales Service Inc. (Supplies) $11.25, Truenorth Steel (Supplies) $15,352.08, Truenorth Steel (Bridges) $95,626.08, One Office Solution (Supplies) $82.88; **Emergency 911 Fund:** Vast Business (Utilities) $110.27, CenturyLink (Utilities) $1,351.47, Golden West Telecommunication (Utilities) $147.18, Justice Fire & Safety (Maintenance) $256.00; **Emergency Management:** B-Y Electric (Utilities) $53.77, Vast Business (Utilities) $603.32, City of Yankton (Supplies) $101.74, Xtreme Car Wash (Maintenance) $76.80, Erin Hacecky (Travel) $54.00, Arrowood Resort & Conference Center At CED (Travel) $367.80, ESRI (Professional Services) $3,750.00, First Bankcard (Travel) $400.19, First Bankcard (Supplies) $212.57, Leaf (Rentals) $81.00, Midcontinent Communications (Utilities) $8.95, Midwest Card & ID Solutions LLC (Supplies) $105.00, Qualified Presort Service LLC (Supplies) $15.19, Paul Scherschligt (Travel) $54.00, Tabor Lumber Cooperative (Supplies) $158.56, One Office Solution (Supplies) $75.00; **Government Buildings:** Larsen Carpet (Misc) $495.00; **24/7 Sobriety Fund (Non-Departmental):** Refund (Sobriety Testing) $18.00; **24/7 Program:** Pharmchem Inc. (Supplies) $1,816.50; **Clearing Fund:** Satellite Tracking of People LLC (Tracking Monitors-Jail) $952.25, Byron Nogelmeier (Cam Fee (Apr/May) 2019) $2,754.00; **St Wide 24/7 Sobriety Fun:** Byron Nogelmeier (State Participation Apr/Mar) $120.00; **South Dakota State Treasurer:** Fees (Motor Vehicle) $491,127.85, Fees (Waste Fee) $7,595.75, Fees (ROD) $2,020.00, Services (HC) $6,180.06,Services (Redfield) $60.00, Animal Damage Control Fund - $1,564.05, SDACO (M & PR Fund) $566.00

General Fund $89,617.14, Road & Bridge $190,863.32, Emergency Management $6,117.89. All present voted aye; motion carried.

Action 19265C: A motion was made by Loest and seconded by Healy to approve the Auditor's Monthly Settlement with the Treasurer as of May 31, 2019 showed Total Cash of $11,744,797.56. The General Fund was $6,244,855.64; Special Funds were $3,414,149.55; and Trust and Agency Funds were $2,085,873.73 adding to a Grand Total of General Ledger Cash and Investments of $11,744,878.92, difference of $81.36 due to a voided check. A detailed report is on file with the County Auditor. All present voted aye; motion carried.

Action 19266C: A motion was made by Kettering and seconded by Healy to allow county employees off Friday July 5, 2019. All present voted aye; motion carried.

Action 19267AUD: A motion was made by Loest and seconded by Kettering to approve the Right of Way application for H. Catherine Hunhoff in Township 13-95-56. All present voted aye; motion carried.

Action 19268AUD: A motion was made by Loest and seconded by Healy to approve the application for Entrance from Dean Morman located SW1/4 in S23-T95N-R55W, Yankton County. All present voted aye; motion carried.

Beacon Software: Ryan Smith, Business Development Manager for Schneider Geospatial, presented software program that would allow individuals to apply for building permits, variances, CUP's and nuisance complaints. It would be an online option. One-time setup cost would be $4,500 with annual hosting cost of $6,900 and standard implementation of $25,000.00.

Lori Mackey and Bob Gleich spoke on the software program.

Action 19269C: A motion was made by Loest and seconded by Kettering to approve the software program with the first year $32,950 for years 2, 3, 4 and 5 in the amount of $6,900. Roll call vote was taken with Loest, Kettering, Healy and Klimisch voting Aye; Swensen Voting Nay; Motion carried, 4-1.

Notary Fees: Director of Equalization Lori Mackey appeared before the board to present a resolution charging a notary fee for non-county business.

Brian McGinnis and Ross Den Herder spoke on the request.

Action 19270C: A motion was made by Healy and seconded by Loest to approve the resolution as read with a $10.00 fee. Roll call vote was taken with Loest, Healy, Kettering voting Aye; Swensen and Klimisch Voting Nay; Motion carried, 3-2.

Yankton City: Yankton City Manager Amy Leon presented the city's annual requests for county funding of shared city-county operations. Leon requested a $48,489.00 county funding for the Senior Citizens Center. She requested no change in the county's current

$15,000 funding for Chan Gurney Municipal Airport. Nelson requested $148,210.00 in 2020 for the Dispatch Center. The City's funding request for the Yankton Community Library is $24,000. Total city request for county funding is $235,699.

No Action was taken.

911 Radio Project: Duane Johnson from the city appeared to update the commission on the dispatch project and request approval to place antennas, mounts and equipment on the roof of the safety center.

Action 19271C: A motion was made by Kettering and seconded by Healy to approve the request. Roll call vote was taken with Kettering, Healy, Loest and Klimisch voting Aye; Swensen Voting Nay; Motion carried, 4-1.

Zoning Permits: Commissioner Healy gave an overview of expirations/extensions on various zoning permits. State's Attorney Rob Klimisch stated that section 1725 of the Zoning Ordinance does not allow for the extension of the time limits as set forth therein. Further, Rob Klimisch stated that pursuant to South Dakota Codified Law the board may upon appeal consider the extension of the time limits as set forth in said section 1725. Brian McGinnis spoke on the discussion and requested guidance from the board on how to proceed. Commissioner Kettering suggested, as a one-time courtesy to publish notice of the deadline times contained in section 1725 of the Zoning Ordinance to those individuals who may be close to their deadline.

Action 19272C: A motion was a motion made by Kettering and seconded by Healy to recess for five minutes. All present voted aye; motion carried.

Action 19273C: A motion was a motion made by Kettering and seconded by Loest to reconvene. All present voted aye; motion carried.

Risk Map: Marc Macy, South Dakota Office of Emergency Management appeared to update the commission on the recent Presidential Disaster Declaration declared for Yankton County, and to discuss the status of FEMA'S ongoing comprehensive flood risk assessment for the county and upcoming February and November 2020 mapping meetings. Mr. Macy said there will be an applicant briefing July 17 at 3:00 at Fire Station #2, 201 W. 23rd St., Yankton SD.

Action 19274D: A motion was a motion made by Kettering and seconded by Loest to recess the regular session and convene as Drainage Board of Resolution. All present voted aye; motion carried.

There was a drainage complaint brought to the resolution board at the June 4th commission meeting. States Attorney Rob Klimisch advised the Drainage Resolution Board that since there was no drainage permit or the drainage issue complained of occurred after 1991, the board has no jurisdiction to hear the complaint.

Action 19275C: A motion was made by Loest and seconded by Healy to recess the Board of Resolution and reconvene in regular session. All present voted aye; motion carried.

Action 19276D: A motion was made by Loest and seconded by Healy to recess the regular session and convene as Drainage Board. All present voted aye; motion carried.

The board discussed the drainage laws and the complaint. States Attorney Rob Klimisch said the individual who made the complaint needed to provide the complaint to the zoning administrator for his review. The board reviewed the complaint and determined that there is sufficient evidence to believe that the complaint has merit and the zoning administrator should proceed accordingly. Brian McGinnis asked the board if he could have the two parties reach a compromise. The board agreed if a resolution between the two parties would be reached this would be highly encouraged.

Action 19277D: A motion was made by Healy and seconded by Loest to recess the Drainage Board and reconvene in regular session. All present voted aye; motion carried.

Abatement: Yankton County Director of Equalization Lori Mackey presented the Board an appeal to and abatement on parcel 01.009.300.100 which was denied at the March 19, 2019 commission meeting.

Ross Den Herder spoke on behalf of the applicant.

Action 19278C: A motion was made by Kettering and seconded by Loest to approve the abatement for parcel 01.009.300.100 in the amount of $696.29. Roll call vote was taken with Kettering, Loest and Healy Voting Aye; Klimisch and Swensen voting Nay; Motion carried 3-2.

Action 19279Z: A motion was made by Loest and seconded by Healy to adopt the following resolution: Whereas it appears, Patrick J. and Jolene C. Foss, owners of record, have caused a re-plat to be made of the following real property: Lot D of Fishin Hole No. 2, Lot 5 Tramp's 6th Addition, and the remaining portion of Lot 5 of Tramp's 6th Addition in NE1/4 NE1/4 S17-T93N- R56W, Yankton, S.D. and has submitted such plat to the Yankton County Planning Commission and the Yankton County Commission for approval. Now therefore be it resolved that such plat has been executed according to law and conforms to all existing applicable zoning, subdivision and erosion and sediment control and the same is hereby approved. The County Auditor is hereby authorized and directed to endorse on such the proper resolution and certify the same. All present voted aye; motion carried.

Action 19280C: A motion was made by Kettering and seconded by Loest to approve the extension of Planning and Development District III services for the Planning and Zoning Office for one month. All present voted aye; motion carried.

Roads: Highway Superintendent Mike Sedlacek, appeared before the board to discuss minimum/no maintenance roads. Sedlacek said no resolution is needed for minimum maintenance, but one is required for no maintenance and also has to be approved by the

South Dakota Department of Transportation. Sedlacek said there is one road with a bridge and the plank was taken out and it has been closed for about 10 years. He said the structure could be moved so it is passable again with a sign stating 'no maintenance and travel at your own risk.' Sedlacek said there are some county roads that are in pretty tough shape.

No action was taken.

2019 Road Plan: Chairman Klimisch said he has been getting reports from people who do not want grinding of some of the roads. The board approved placing Stone Church road as a priority but haven't put any funding towards it. Klimisch said the county should still gravel the 4 miles west of Utica and not grind the other areas with that money put towards Stone Church Bridge.

Action 19281C: A motion was made by Klimisch and seconded by Swensen to modify the 2019 Road Plan to grind 4 miles west of Utica and not grind the other 7 miles, with that money put towards the Stone Church Replacement Bridge Fund. Roll call vote was taken with Klimisch, Swensen, Kettering voting Aye; Healy and Loest Voting Nay; Motion carried, 3-2.

No Thru Truck Fines: The board discussed increasing the no thru trucks fine from $500.00 to $1,000.00.

Bob Gleich commented on increase.

Action 19282C: A motion was made by Swensen and seconded by Kettering to increase the fine to $2,500. The fine doubles if not paid. Roll call vote was taken with Swensen, Kettering, Healy voting Aye; Loest and Klimisch Voting Nay; Motion carried, 3-2.

Commission Wages/Toll Bridges: Commissioner Swensen suggested cutting the commissioners wages to designate for the Fleeg's East Highway Bridge fund and Swensen distributed copies of a news article on the toll bridge discussion from 2018.

Action 19283: A motion was made by Swensen to take 10% of the commissioner's wages and put in the Fleeg's East Highway Fund. Motion died for lack of second.

Commissioner Swensen said he would like 10% of his wages taken out of his check for the Fleeg's bridge fund. Auditor Patty Hojem said she would have to check with state auditor to see if it would be possible.

2020 Budget: Chairman Klimisch mentioned the 2020 Budget meeting Thursday June 20th beginning at 9:15 a.m.

Road Task Force: There were several names submitted for the road task force. Chosen were Bob Cap, Utica Township; Roger Fahrenholz, Ziskov South; Daniel Grant, Volin Township; Tim McManus, Marindahl Township; Kent Mettler, Odessa Township and commissioners Kettering, from Utica South and Loest, from Central.

Raising Fees: The board discussed raising the zoning fees and permit fees and to place the issue on the next agenda for further discussion.

Commission Updates: Commissioner Klimisch mentioned the 8-County meeting held in Beresford SD. Commissioner Loest said she has contacted department heads and asked for input on county handbook and mentioned the Town Hall meeting in Lesterville, SD, Thursday June 27th.

There were public comments from Jeff Gudahl, Patty Gramkow and Louis Johnson. Chairman Klimisch closed the public comment portion of the meeting.

Action 19284C: A motion was made by Kettering and seconded by Swensen to adjourn. All present voted aye; motion carried.

The next regular meeting will be Tuesday, July 2, 2019 at 6:00 p.m.

Dan Klimisch, Chairman
Yankton County Commission

ATTEST:
Patty Hojem, County Auditor

YANKTON COUNTY COMMISSION MEETING

June 20, 2019

A special meeting of the Yankton County Commission was called to order by Chairman Dan Klimisch at 9:15 a.m. on Thursday, June 20, 2019.

Roll call was taken with the following Commissioners present: Don Kettering, Cheri Loest, Joseph Healy, Gary Swensen and Dan Klimisch.

There were no conflicts of interest reported by Commissioners.

Action 19285C: A motion was made by Kettering and seconded by Swensen to approve the meeting agenda. All present voted aye; motion carried.

There were no public comments.

Budget Hearings: The Board began hearings for the 2020 budget, with several of the County department heads presenting their requests for 2020.

Action 19286C: A motion was made by Healy and seconded by Loest to recess for thirty minutes. All present voted aye; motion carried.

Action 19287C: A motion was made by Swensen and seconded by Healy to reconvene. All present voted aye; motion carried.

Action 19288C: A motion was made by Kettering and seconded by Loest to recess for five minutes. All present voted aye; motion carried.

Action 19289C: A motion was made by Loest and seconded by Swensen to reconvene. All present voted aye; motion carried.

Commissioner Swensen left the meeting at 3:50 p.m.

Action 19290C: A motion was made by Kettering and seconded by Loest to adjourn. All present voted aye; motion carried.

The next regular meeting will be Tuesday, July 2, 2019

Dan Klimisch, Chairman
Yankton County Commission

ATTEST:
Patty Hojem, County Auditor

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSIONERS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01001	WELLMARK BLUE CROSS AND	I-201906289499	101-5-111-41500	HSA FEES-COMMISSIONERS		420.00
01-04009	RIVER RAT PRODUCTIONS	I-201906219379	101-5-111-42200	PROF SERVICES-COMMISSIONERS		1,093.15
01-04009	RIVER RAT PRODUCTIONS	I-201906249388	101-5-111-42200	PROF SERVICES-COMMISSIONERS		280.00
				DEPARTMENT 111 COMMISSIONERS TOTAL:		1,793.15

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 120 ELECTIONS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-16017	QUALIFIED PRESORT SERVI	I-201906219344	101-5-120-42600	SUPPLIES-ELECTION		37.49
01-21042	VERIZON	I-201906279491	101-5-120-42400	UTILITIES-ELECTION		360.09
				DEPARTMENT 120 ELECTIONS TOTAL:		397.58

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 130 COURT BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00269	AVERA SACRED HEART HOSP	I-201906249382	101-5-130-42200	PROF SERVICES-CRT		1,000.00
01-02751	KENT E. LEHR LAW OFFICE	I-201906219318	101-5-130-42200	PROF SERVICES- CRT		2,015.50
01-02896	HARMELINK & FOX LAW OFF	I-201906219319	101-5-130-42200	PROF SERVICES-CRT		3,080.59
01-02896	HARMELINK & FOX LAW OFF	I-201906219320	101-5-130-42200	PROF SERVICES-CRT		996.88
01-02896	HARMELINK & FOX LAW OFF	I-201906219321	101-5-130-42200	PROF SERVICES-CRT		987.11
01-05215	FOX & YOUNGBERG PC	I-201906289501	101-5-130-42200	PROF SERVICES-CRT		15,161.50
01-07755	HORN LAW OFFICE LLC	I-201906219325	101-5-130-42200	PROF SERVICES-CRT		1,045.00
01-07755	HORN LAW OFFICE LLC	I-201906219326	101-5-130-42200	PROF SERVICES-CRT		1,472.50
01-07755	HORN LAW OFFICE LLC	I-201906219327	101-5-130-42200	PROF SERVICES-CRT		2,544.78
01-07755	HORN LAW OFFICE LLC	I-201906219328	101-5-130-42200	PROF SERVICES-CRT		629.00
01-10061	KENNEDY PIER LOFTUS & R	I-201906219334	101-5-130-42200	PROF SERVICES-CRT		14,246.30
01-10061	KENNEDY PIER LOFTUS & R	I-201906219335	101-5-130-42200	PROF SERVICES-CRT		2,111.00
01-10117	KCH LAW	I-201906219332	101-5-130-42200	PROF SERVICES-CRT		297.81
01-11080	LACROIX LAW OFFICE	I-201906219363	101-5-130-42200	PROF SERVICES-CRT		1,937.40
01-11080	LACROIX LAW OFFICE	I-201906219364	101-5-130-42200	PROF SERVICES-CRT		2,513.60
01-11080	LACROIX LAW OFFICE	I-201906219365	101-5-130-42200	PROF SERVICES-CRT		931.75

DEPARTMENT 130 COURT TOTAL: 50,970.72

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 141 AUDITOR BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10467	KANSAS STATE BANK	I-201906289506	101-5-141-42400	LEASE AGREEMENT-AUDITOR		501.83
01-16017	QUALIFIED PRESORT SERVI	I-201906219347	101-5-141-42600	SUPPLIES-AUDITOR		4.44
01-16017	QUALIFIED PRESORT SERVI	I-201906219348	101-5-141-42600	SUPPLIES-AUDITOR		91.44
01-18012	SD SPECIAL PAY PLAN	I-201906259437	101-5-141-41100	VACATION HOURS PAYOUT		2,157.90
01-22241	ONE OFFICE SOLUTION	I-201906219371	101-5-141-42600	SUPPLIES-AUDITOR		9.62
01-22241	ONE OFFICE SOLUTION	I-201906249400	101-5-141-42500	MAINTENANCE-AUDITOR		139.01
01-22241	ONE OFFICE SOLUTION	I-201906259439	101-5-141-42600	SUPPLIES-AUDITOR		54.18
01-22241	ONE OFFICE SOLUTION	I-201906279477	101-5-141-42600	SUPPLIES-AUDITOR		192.99
01-22241	ONE OFFICE SOLUTION	I-201906279478	101-5-141-42600	SUPPLIES-AUDITOR		254.95

DEPARTMENT 141 AUDITOR TOTAL: 3,406.36

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 142 TREASURER BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10467	KANSAS STATE BANK	I-201906289506	101-5-142-42400	LEASE AGREEMENT-TREASURER		692.24
01-16017	QUALIFIED PRESORT SERVI	I-201906219345	101-5-142-42600	SUPPLIES-TREASURER		82.72
01-16017	QUALIFIED PRESORT SERVI	I-201906219346	101-5-142-42600	SUPPLIES-TREASURER		53.41
01-21015	PATTY VAVRA	I-201906259438	101-5-142-42600	SUPPLIES-TREASURER		414.51
01-22241	ONE OFFICE SOLUTION	I-201906279476	101-5-142-42600	SUPPLIES-TREASURER		260.76
01-22241	ONE OFFICE SOLUTION	I-201906289502	101-5-142-42500	MAINTENANCE-TREASURER		180.00
				DEPARTMENT 142 TREASURER	TOTAL:	1,683.64

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 143 DATA PROCESSING BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10467	KANSAS STATE BANK	I-201906289506	101-5-143-42400	LEASE AGREEMENT-DATA		4,648.75
				DEPARTMENT 143 DATA PROCESSING TOTAL:		4,648.75

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 151 STATES ATTORNEY BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01404	CENTURY BUSINESS PRODUC	I-201906249385	101-5-151-42400	RENTALS-STATES ATTY		395.03
01-07582	HY-VEE	I-201906249390	101-5-151-42600	SUPPLIES-STATES ATTY		30.24
01-09284	ERICH JOHNKE	I-201906249392	101-5-151-42700	TRAVEL-STATES ATTY		573.84
01-10467	KANSAS STATE BANK	I-201906289506	101-5-151-42400	LEASE AGREEMENT-STATES ATTY		1,190.30
01-16017	QUALIFIED PRESORT SERVI	I-201906249394	101-5-151-42600	SUPPLIES-STATES ATTY		45.32
01-16017	QUALIFIED PRESORT SERVI	I-201906249395	101-5-151-42600	SUPPLIES-STATES ATTY		3.76
01-18130	STAPLES CREDIT PLAN	I-201906249397	101-5-151-42600	SUPPLIES-STATES ATTY		211.74
01-24041	YANKTON TITLE COMPANY	I-201906249402	101-5-151-42200	PROF SERVICES-STATES ATTY		53.25

DEPARTMENT 151 STATES ATTORNEY TOTAL: 2,503.48

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 161 GOVERNMENT BUILDINGS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00321	AVERA HEART HOSPITAL OF	I-201906219308	101-5-161-42600	SUPPLIES-GOV'T CTR		79.00
01-02001	CITY OF YANKTON	I-201906219310	101-5-161-42800	UTILITIES-GOV'T CTR		192.95
01-02001	CITY OF YANKTON	I-201906219314	101-5-161-42800	UTILITIES-GOV'T CTR		2,321.65
01-02001	CITY OF YANKTON	I-201906219315	101-5-161-42800	UTILITIES-GOV'T CTR		203.88
01-02084	COLE PAPERS INC.	I-201906219316	101-5-161-42600	SUPPLIES-GOVT CTR		139.20
01-09274	JOHNSON CONTROLS, INC.	I-201906219331	101-5-161-42500	MAINTENANCE-GOV'T CTR		235.82
01-13001	NORTHWESTERN ENERGY	I-201906279488	101-5-161-42800	UTILITIES-GOV'T CTR		2,394.62

DEPARTMENT 161 GOVERNMENT BUILDINGS TOTAL: 5,567.12

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 162 DIRECTOR OF EQUALIZATION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00090	KOPETSKY'S ACE HARDWARE	I-201906219357	101-5-162-42600	SUPPLIES-DOE		56.96
01-06063	MICHELLE GOEKEN	I-201906219323	101-5-162-42700	TRAVEL-DOE		112.56
01-06338	GIS WORKSHOP	I-201906219362	101-5-162-42500	MAINTENANCE-DOE		1,576.00
01-10467	KANSAS STATE BANK	I-201906289506	101-5-162-42400	LEASE AGREEMENT-DOE		817.20
01-16017	QUALIFIED PRESORT SERVI	I-201906219378	101-5-162-42600	SUPPLIES-DOE		15.10
01-22241	ONE OFFICE SOLUTION	I-201906259440	101-5-162-42500	MAINTENANCE-DOE		104.76
01-24001	YANKTON COUNTY TREASURE	I-201906219377	101-5-162-42600	SUPPLIES-DOE		5.00

DEPARTMENT 162 DIRECTOR OF EQUALIZATI TOTAL: 2,687.58

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 163 REGISTER OF DEEDS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10467	KANSAS STATE BANK	I-201906289506	101-5-163-42400	LEASE AGREEMENT-ROD		654.47
01-16017	QUALIFIED PRESORT SERVI	I-201906219349	101-5-163-42600	SUPPLIES-ROD		4.29
01-16017	QUALIFIED PRESORT SERVI	I-201906219350	101-5-163-42600	SUPPLIES-ROD		29.20
01-22241	ONE OFFICE SOLUTION	I-201906289503	101-5-163-42500	MAINTENANCE-ROD		11.21
01-22241	ONE OFFICE SOLUTION	I-201906289504	101-5-163-42600	SUPPLIES-ROD		47.90

DEPARTMENT 163 REGISTER OF DEEDS TOTAL: 747.07

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 165 VETERANS SERVICE OFFICER BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10467	KANSAS STATE BANK	I-201906289506	101-5-165-42400	LEASE AGREEMENT-VA		150.88
01-16017	QUALIFIED PRESORT SERVI	I-201906219352	101-5-165-42600	SUPPLIES-VA		6.01
01-18115	SDVSOA	I-201906219353	101-5-165-42700	TRAVEL-VA		100.00
				DEPARTMENT 165 VETERANS SERVICE OFFIC TOTAL:		256.89

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 169 SAFETY CENTER BUILDING BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02001	CITY OF YANKTON	I-201906219311	101-5-169-42800	UTILITIES-SAFETY CTR		713.65
01-02001	CITY OF YANKTON	I-201906219315	101-5-169-42800	UTILITIES-SAFETY CTR		203.88
01-02084	COLE PAPERS INC.	I-201906279474	101-5-169-42600	SUPPLIES-SAFETY CTR		71.19
01-04023	ECHO GROUP	I-201906249389	101-5-169-42600	SUPPLIES-SAFETY CTR		395.00
01-09274	JOHNSON CONTROLS, INC.	I-201906219330	101-5-169-42500	MAINTENANCE- SAFETY CTR		1,568.97
01-12167	MENARDS	I-201906219339	101-5-169-42600	SUPPLIES-SAFETY CTR		13.51
01-13001	NORTHWESTERN ENERGY	I-201906219369	101-5-169-42800	UTILITIES-SAFETY CTR		7,879.36
01-14993	OVERHEAD DOOR COMPANY O	I-201906219370	101-5-169-42500	MAINTENANCE-SAFETY CTR		6.00

DEPARTMENT 169 SAFETY CENTER BUILDING TOTAL: 10,851.56

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 211 SHERIFF BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02631	CARDMEMBER SERVICES	I-201906279495	101-5-211-42610	FUEL-SHERIFF		45.37
01-03138	ROD PIEPER	I-201906259404	101-5-211-42610	FUEL-SHERIFF		9.00
01-12132	MIDCONTINENT COMMUNICAT	I-201906259424	101-5-211-42800	UTILITIES-SHERIFF		265.00
01-12174	MICROSOFT	I-201906259409	101-5-211-42530	COMPUTER SERVICES-SHERIFF		495.00
01-16017	QUALIFIED PRESORT SERVI	I-201906259422	101-5-211-42520	MAINTENANCE CONTRACTS-SHERIFF		8.88
01-16017	QUALIFIED PRESORT SERVI	I-201906259423	101-5-211-42520	MAINTENANCE CONTRACTS-SHERIFF		118.56
01-19064	TIRE MUFFLER ALIGNMMENT	I-201906259412	101-5-211-42500	MAINTENANCE-SHERIFF		19.72
01-22129	WALMART COMMUNITY/SYNCB	I-201906279496	101-5-211-42900	OTHER-SHERIFF		39.76
01-22241	ONE OFFICE SOLUTION	I-201906259414	101-5-211-42600	SUPPLIES-SHERIFF		11.89
01-22241	ONE OFFICE SOLUTION	I-201906259415	101-5-211-42600	SUPPLIES-SHERIFF		139.42
01-22241	ONE OFFICE SOLUTION	I-201906269471	101-5-211-42600	SUPPLIES-SHERIFF		9.07
01-22241	ONE OFFICE SOLUTION	I-201906279494	101-5-211-42600	SUPPLIES-SHERIFF		16.99
01-24001	YANKTON COUNTY TREASURE	I-201906219377	101-5-211-42600	SUPPLIES-SHERIFF		15.00

DEPARTMENT 211 SHERIFF TOTAL: 1,193.66

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 212 COUNTY JAIL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00269	AVERA SACRED HEART HOSP	I-201906259430	101-5-212-42200	PROF SERVICES-JAIL		53.99
01-00269	AVERA SACRED HEART HOSP	I-201906259431	101-5-212-42200	PROF SERVICES-JAIL		2,017.47
01-00269	AVERA SACRED HEART HOSP	I-201906259432	101-5-212-42200	PROF SERVICES-JAIL		376.16
01-00269	AVERA SACRED HEART HOSP	I-201906259433	101-5-212-42200	PROF SERVICES-JAIL		85.52
01-02028	CBM FOOD SERVICE	I-201906259416	101-5-212-42210	FOOD SERVICES-JAIL		2,814.03
01-02028	CBM FOOD SERVICE	I-201906259425	101-5-212-42210	FOOD SERVICES-JAIL		4,032.76
01-02630	AVERA MEDICAL GROUP RAD	I-201906259434	101-5-212-42200	PROF SERVICES-JAIL		8.50
01-03073	DIAMOND DRUGS	I-201906259418	101-5-212-42200	PROF SERVICES-JAIL		188.27
01-07582	HY-VEE	I-201906259417	101-5-212-42200	PROF SERVICES-JAIL		42.98
01-09287	JCL SOLUTIONS	I-201906259408	101-5-212-42600	SUPPLIES-JAIL		1,507.16
01-12174	MICROSOFT	I-201906259411	101-5-212-42530	SECURITY MAINTENACE-JAIL		495.00
01-15097	PHOENIX SUPPLY	I-201906259419	101-5-212-42600	SUPPLIES-JAIL		790.10
01-18051	SOUTH DAKOTA SHERIFF'S	I-201906259420	101-5-212-42520	MAINTENANCE CONTRACTS-JAIL		880.00
01-19069	TOP QUALITY GLOVE	I-201906259426	101-5-212-42600	SUPPLIES-JAIL		503.21

DEPARTMENT 212 COUNTY JAIL TOTAL: 13,795.15

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 216 JUVENILE DETENTION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12002	MINNEHAHA COUNTY REGION	I-201906259407	101-5-216-42400	RENTALS-JUVENILE DETENTION		13,286.99
				DEPARTMENT 216 JUVENILE DETENTION TOTAL:		13,286.99

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 411 CARE OF POOR BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-10467	KANSAS STATE BANK	I-201906289506	101-5-411-42400	LEASE AGREEMENT-RENTALS		489.96
01-16017	QUALIFIED PRESORT SERVI	I-201906219343	101-5-411-42600	SUPPLIES- POOR RELIEF		147.01
01-24090	YANKTON COUNTY EMS	I-201906279479	101-5-411-42200	PROF SERVICES-POOR RELIEF		366.19
				DEPARTMENT 411 CARE OF POOR TOTAL:		1,003.16

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 421 PUBLIC HEALTH NURSE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-16017	QUALIFIED PRESORT SERVI	I-201906219342	101-5-421-42600	SUPPLIES-NURSE		24.01
01-18140	OFFICE OF CHILD & FAMIL	I-201906249398	101-5-421-42900	3RD QTR 2019-NURSE		2,606.00
				DEPARTMENT 421 PUBLIC HEALTH NURSE TOTAL:		2,630.01

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 424 AMBULANCE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00311	SACRED HEART HEALTH SER	I-201906249383	101-5-424-42200	PROF SERVICES-AMBULANCE		1,500.00
01-01037	BNSF RAILWAY COMPANY	I-201906249384	101-5-424-42400	RENTALS-AMBULANCE		1,730.30
01-01108	CHANNING BETE CO INC	I-201906219359	101-5-424-42600	SUPPLIES-AMBULANCE		1,223.70
01-01696	ESO SOLUTIONS, INC.	I-201906219361	101-5-424-42500	MAINTENANCE-AMBULANCE		5,764.50
01-02001	CITY OF YANKTON	I-201906219313	101-5-424-42800	UTILITIES-AMBULANCE		150.07
01-02125	CREDIT COLLECTION SERVI	I-201906219317	101-5-424-42200	PROF SERVICES-AMBULANCE		86.59
01-03039	DANKO EMERGENCY EQUIPME	I-201906219360	101-5-424-42600	SUPPLIES-AMBULANCE		394.25
01-03181	ELITE DIESEL & AUTOMOTI	I-201906219381	101-5-424-42500	MAINTENANCE-AMBULANCE		253.77
01-07582	HY-VEE	I-201906219324	101-5-424-42600	SUPPLIES-AMBULANCE		28.47
01-10467	KANSAS STATE BANK	I-201906289506	101-5-424-42400	LEASE AGREEMENT-AMBULANCE		1,208.18
01-12129	MATHESON TRI-GAS INC.	I-201906219336	101-5-424-42600	SUPPLIES-AMBULANCE		82.53
01-12161	TINA MONTEITH	I-201906219367	101-5-424-42700	TRAVEL-AMBULANCE		120.00
01-12167	MENARDS	I-201906219337	101-5-424-42600	SUPPLIES-AMBULANCE		4.99
01-12167	MENARDS	I-201906219339	101-5-424-42600	SUPPLIES-AMBULANCE		82.79
01-12167	MENARDS	I-201906279485	101-5-424-42600	SUPPLIES-AMBULANCE		9.75
01-12197	MOTOROLA	I-201906279486	101-5-424-43500	MINOR EQUIPMENT-AMBULANCE		9,069.00
01-12371	MIDAMERICAN ENERGY	I-201906219368	101-5-424-42800	UTILITIES-AMBULANCE		39.70
01-13001	NORTHWESTERN ENERGY	I-201906279487	101-5-424-42800	UTILITIES-AMBULANCE		836.72
01-14005	OLSON'S PEST TECHNICIAN	I-201906219341	101-5-424-42500	MAINTENACE-AMBULANCE		114.00
01-17015	ROGER'S FAMILY PHARMACY	I-201906279489	101-5-424-42600	SUPPLIES-AMBULANCE		81.36
01-17050	ROYAL SPORT SHOP	I-201906279490	101-5-424-42600	SUPPLIES-AMBULANCE		194.40
01-22241	ONE OFFICE SOLUTION	I-201906219354	101-5-424-42600	SUPPLIES-AMBULANCE		239.50
01-22241	ONE OFFICE SOLUTION	I-201906219356	101-5-424-42600	SUPPLIES-AMBULANCE		39.96
01-22241	ONE OFFICE SOLUTION	I-201906279492	101-5-424-42500	MAINTENANCE-AMBULANCE		62.95
01-24001	YANKTON COUNTY TREASURE	I-201906219377	101-5-424-42600	SUPPLIES-AMBULANCE		37.00
01-24008	YANKTON JANITORIAL SUPP	I-201906219355	101-5-424-42600	SUPPLIES-AMBULANCE		98.95
01-24008	YANKTON JANITORIAL SUPP	I-201906279493	101-5-424-42600	SUPPLIES-AMBULANCE		166.55

DEPARTMENT 424 AMBULANCE TOTAL: 23,619.98

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 445 MENTAL ILLNESS BOARD BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01765	DARCY LOCKWOOD	I-201906219309	101-5-445-00000	HEARINGS-MI		42.00
01-01765	DARCY LOCKWOOD	I-201906279480	101-5-445-00000	HEARINGS-MI		12.00
01-02702	DANA LARSON	I-201906279481	101-5-445-00000	HEARINGS-MI		40.00
01-10118	MARK KATTERHAGEN	I-201906219333	101-5-445-00000	HEARINGS-MI		42.00
01-10118	MARK KATTERHAGEN	I-201906279482	101-5-445-00000	HEARINGS-MI		12.00
01-11033	LINCOLN COUNTY TREASURE	I-201906279483	101-5-445-00000	PROF SERVICES-MI		50.00
01-11033	LINCOLN COUNTY TREASURE	I-201906279483	101-5-445-00000	TRAVEL-MI		25.00
01-11092	LUCILLE M. LEWNO	I-201906219366	101-5-445-00000	HEARINGS-MI		549.50
01-11092	LUCILLE M. LEWNO	I-201906279484	101-5-445-00000	HEARINGS-MI		296.50

DEPARTMENT 445 MENTAL ILLNESS BOARD TOTAL: 1,069.00

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 611 COUNTY EXTENSION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02001	CITY OF YANKTON	I-201906219312	101-5-611-42800	UTILITIES-EXTENTION		66.07
01-02520	KATIE DOTY	I-201906249386	101-5-611-42600	SUPPLIES-EXTENTION		15.90
01-07582	HY-VEE	I-201906249391	101-5-611-42600	SUPPLIES-EXTENSION		57.58
01-10467	KANSAS STATE BANK	I-201906289506	101-5-611-42400	LEASE AGREEMENT-EXTENTION		438.78
01-14005	OLSON'S PEST TECHNICIAN	I-201906249393	101-5-611-42500	MAINTENANCE-EXTENSION		150.00
01-22003	WHOLESALE SUPPLY CO.	I-201906249399	101-5-611-42600	SUPPLIES-EXTENSION		36.60
01-24035	YANKTON COUNTY LEADERS	I-201906249401	101-5-611-42510	GROUND MAINTENANCE-EXTENSION		1,596.73

DEPARTMENT 611 COUNTY EXTENSION TOTAL: 2,361.66

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 101 GENERAL FUND

DEPARTMENT: 615 WEED BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01011	BOMGAARS	I-201906259443	101-5-615-42600	SUPPLIES- WEEDS		8.29
01-02008	COX AUTO SUPPLY INC.	I-201906259444	101-5-615-42600	SUPPLIES-WEEDS		56.28
				DEPARTMENT 615 WEED TOTAL:		64.57

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID
PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019
FUND : 101 GENERAL FUND
DEPARTMENT: 711 PLANNING & ZONING BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00228	SOUTHGATE	I-201906219358	101-5-711-42500	MAINTENANCE-ZONING		50.00
01-04009	RIVER RAT PRODUCTIONS	I-201906249388	101-5-711-42200	PROF SERVICES-ZONING		140.00
01-08009	INVESTIGATIVE SERVICES	I-201906219380	101-5-711-42200	PROF SERVICES-ZONING		188.50
01-08009	INVESTIGATIVE SERVICES	I-201906279475	101-5-711-42200	PROF SERVICES-ZONING		148.50
01-10467	KANSAS STATE BANK	I-201906289506	101-5-711-42400	LEASE AGREEMENT-ZONING		495.85

DEPARTMENT 711 PLANNING & ZONING TOTAL: 1,022.85

FUND 101 GENERAL FUND TOTAL: 145,560.93

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 201 ROAD & BRIDGE

DEPARTMENT: 311 HIGHWAY CONSTRUCTION & MA BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00257	APPEARA	I-201906259468	201-5-311-42600	SUPPLIES-HWY		113.19
01-01166	BUTLER MACHINERY CO.	I-201906259452	201-5-311-42500	MAINTENANCE-HWY		107.00
01-01166	BUTLER MACHINERY CO.	I-201906259452	201-5-311-42600	SUPPLIES-HWY		1,077.00
01-01382	BOYER TRUCKS	I-201906259467	201-5-311-42600	SUPPLIES-HWY		394.85
01-01406	PRESTO-X	I-201906259454	201-5-311-42600	SUPPLIES-HWY		100.00
01-01657	LG EVERIST	I-201906259455	201-5-311-42600	SUPPLIES-HWY		2,375.79
01-01657	LG EVERIST	I-201906259455	201-5-311-42903	BRIDGES-HWY		2,045.83
01-02001	CITY OF YANKTON	I-201906259465	201-5-311-42800	UTILITIES-HWY		59.54
01-02008	COX AUTO SUPPLY INC.	I-201906259462	201-5-311-42600	SUPPLIES-HWY		353.24
01-02058	CONCRETE MATERIALS	I-201906259463	201-5-311-42600	SUPPLIES-HWY		119.44
01-02058	CONCRETE MATERIALS	I-201906259463	201-5-311-42903	BRIDGES-HWY		5,204.50
01-02143	CENTURYLINK	I-201906259466	201-5-311-42800	UTILITIES-HWY		36.43
01-02273	CLARK ENGINEERING	I-201906259445	201-5-311-42200	PROF SERVICES-HWY		570.00
01-02273	CLARK ENGINEERING	I-201906259445	201-5-311-42903	BRIDGES-HWY		17,495.48
01-02359	CLARKS RENTAL INC.	I-201906259464	201-5-311-42600	SUPPLIES-HWY		54.96
01-02387	SNAP ON TOOLS	I-201906259449	201-5-311-42600	SUPPLIES-HWY		234.25
01-03116	DAKOTALAND AUTOGLASS, I	I-201906259461	201-5-311-42600	SUPPLIES-HWY		80.00
01-03178	LARSEN ASPHALT REPAIR E	I-201906259456	201-5-311-42600	SUPPLIES-HWY		1,215.88
01-03179	SOOLAND BOBCAT	I-201906259448	201-5-311-42600	SUPPLIES-HWY		21.51
01-05076	FISCHER GRAVEL	I-201906259459	201-5-311-42600	SUPPLIES-HWY		795.00
01-05216	FRANCOTYP-POSTALIA, INC	I-201906259446	201-5-311-42600	SUPPLIES-HWY		68.85
01-05242	FASTENAL INDUSTRIAL & C	I-201906259460	201-5-311-42600	SUPPLIES-HWY		24.59
01-07070	HOLLAWAY CONSTRUCTION C	I-201906259458	201-5-311-42903	BRIDGES-HWY		13,708.30
01-08009	INVESTIGATIVE SERVICES	I-201906219329	201-5-311-42200	PROF SERVICES-HWY		176.50
01-10334	KIMBALL MIDWEST	I-201906259457	201-5-311-42600	SUPPLIES-HWY		139.62
01-10467	KANSAS STATE BANK	I-201906289506	201-5-311-42400	LEASE AGREEMENT-HWY		250.92
01-11088	LOCATORS & SUPPLIES, IN	I-201906259453	201-5-311-42600	SUPPLIES-HWY		397.02
01-12011	MARKS MACHINERY	I-201906259451	201-5-311-42600	SUPPLIES-HWY		779.00
01-12110	MIDWEST STRIPING	I-201906289498	201-5-311-42600	SUPPLIES-HWY		2,500.00
01-13001	NORTHWESTERN ENERGY	I-201906279497	201-5-311-42800	UTILITIES-HWY		697.93
01-19057	TRUENORTH STEEL	I-201906259469	201-5-311-42903	BRIDGES-HWY		27,307.96
01-19120	MIDWEST TIRE ADMIN-/TMA	I-201906259447	201-5-311-42600	SUPPLIES-HWY		902.78
01-22241	ONE OFFICE SOLUTION	I-201906259450	201-5-311-42600	SUPPLIES-HWY		120.76
01-24001	YANKTON COUNTY TREASURE	I-201906219377	201-5-311-42600	SUPPLIES-HWY		24.20

DEPARTMENT 311 HIGHWAY CONSTRUCTION & TOTAL: 79,552.32

FUND 201 ROAD & BRIDGE TOTAL: 79,552.32

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 207 EMERGENCY 911 FUND

DEPARTMENT: 225 LOCAL EMERGENCY PLANNING BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02152	CENTURYLINK	I-201906259405	207-5-225-42800	UTILITIES-E911		3.52
01-02692	CENTURYLINK	I-201906259406	207-5-225-42800	UTILITIES-E911		65.92
				DEPARTMENT 225 LOCAL EMERGENCY PLANNI TOTAL:		69.44
				FUND 207 EMERGENCY 911 FUND TOTAL:		69.44

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID
PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019
FUND : 210 JAIL BUILDING
DEPARTMENT: 212 JAIL BUILDING BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-03182	SCHRAMM ARCHITECTS, LLC	I-201906249387	210-5-212-43600	JAIL CAPITAL IMPROVMENT		28,800.00
				DEPARTMENT 212 JAIL BUILDING TOTAL:		28,800.00
				FUND 210 JAIL BUILDING TOTAL:		28,800.00

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 226 EMERGENCY MANAGEMENT

DEPARTMENT: 222 EMERGENCY MANAGEMENT BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00090	KOPETSKY'S ACE HARDWARE	I-201906219306	226-5-222-42600	SUPPLIES-EDS		60.95
01-00090	KOPETSKY'S ACE HARDWARE	I-201906219307	226-5-222-42600	SUPPLIES-EDS		68.97
01-00090	KOPETSKY'S ACE HARDWARE	I-201906259427	226-5-222-42600	SUPPLIES-EDS		23.98
01-00090	KOPETSKY'S ACE HARDWARE	I-201906259428	226-5-222-42600	SUPPLIES-EDS		43.98
01-00090	KOPETSKY'S ACE HARDWARE	I-201906259429	226-5-222-42600	SUPPLIES-EDS		133.39
01-02001	CITY OF YANKTON	I-201906289500	226-5-222-42610	OEM-DISASTER PLAN-EDS		3,659.92
01-03186	DQE	I-201906259435	226-5-222-42600	SUPPLIES-EDS		2,653.60
01-10467	KANSAS STATE BANK	I-201906289506	226-5-222-42400	LEASE AGREEMENT-EDS		719.07
01-12167	MENARDS	I-201906219338	226-5-222-42600	SUPPLIES-EDS		21.29
01-12371	MIDAMERICAN ENERGY	I-201906219340	226-5-222-42800	UTILITIES-EDS		8.85
01-13252	NORTHTOWN AUTOMOTIVE	I-201906259436	226-5-222-42500	MAINTENANCE-EDS		37.12
01-16017	QUALIFIED PRESORT SERVI	I-201906219351	226-5-222-42600	SUPPLIES-EDS		25.76
01-17186	RACOM CORPORATION	I-201906249396	226-5-222-42800	UTILITIES-EDS		35.15
01-22241	ONE OFFICE SOLUTION	I-201906219372	226-5-222-42500	MAINTENANCE- EDS		271.80
01-22241	ONE OFFICE SOLUTION	I-201906219373	226-5-222-42600	SUPPLIES-EDS		27.98
01-22241	ONE OFFICE SOLUTION	I-201906219375	226-5-222-42500	MAINTENANCE-EDS		148.54
01-22241	ONE OFFICE SOLUTION	I-201906259442	226-5-222-42500	MAINTENANCE-EDS		206.32

DEPARTMENT 222 EMERGENCY MANAGEMENT TOTAL: 8,146.67

FUND 226 EMERGENCY MANAGEMENT TOTAL: 8,146.67

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 233 COUNTY BUILDING

DEPARTMENT: 920 GOVERNMENT BUILDINGS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02994	TRED-MARK COMMUNICATION	I-201906289505	233-5-920-00000	PHONE SYSTEM-SAFETY CENTER		14,313.89
				DEPARTMENT 920 GOVERNMENT BUILDINGS TOTAL:		14,313.89
				FUND 233 COUNTY BUILDING TOTAL:		14,313.89

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 248 24/7 SOBRIETY FUND

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-03180		I-201906219322	248-4-34230	REFUND-SOBRIETY TESTING		153.00
				DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL:		153.00

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 248 24/7 SOBRIETY FUND

DEPARTMENT: 212 24/7 PROGRAM BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-15051	PHARMCHEM. INC.	I-201906259413	248-5-212-42600	SUPPLIES-24/7		2,330.55
				DEPARTMENT 212 24/7 PROGRAM TOTAL:		2,330.55
				FUND 248 24/7 SOBRIETY FUND TOTAL:		2,483.55

VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID

PACKET: 01818 LYNDSEY-CLAIMS 07/02/2019

FUND : 704 COUNTY LAW LIBRARY

DEPARTMENT: 000 MISC BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22259	WEST PAYMENT CENTER	I-201906219376	704-5-000-00000	SUPPLIES-LAW LIBRARY		816.63
				DEPARTMENT 000 MISC TOTAL:		816.63
				FUND 704 COUNTY LAW LIBRARY TOTAL:		816.63
				REPORT GRA TOTAL:		279,743.43

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
2019	101-5-111-41500	GROUP INSURANCE	420.00	0	420.00-	Y			
	101-5-111-42200	PROFESSIONAL SERVICE & FEE	1,373.15	40,000	29,991.20				
	101-5-120-42400	RENTALS	360.09	4,600	2,079.37				
	101-5-120-42600	SUPPLIES	37.49	100	606.29-	Y			
	101-5-130-42200	PROFESSIONAL SERVICE & FEE	50,970.72	300,000	86,830.85				
	101-5-141-41100	SALARY	2,157.90	170,809	79,966.23				
	101-5-141-42400	RENTALS	501.83	4,200	2,577.00				
	101-5-141-42500	REPAIRS & MAINTENANCE	139.01	2,000	368.09				
	101-5-141-42600	SUPPLIES	607.62	10,000	5,192.39				
	101-5-142-42400	RENTALS	692.24	3,000	2,202.73				
	101-5-142-42500	REPAIRS & MAINTENANCE	180.00	1,800	711.68				
	101-5-142-42600	SUPPLIES	811.40	11,000	3,434.66				
	101-5-143-42400	RENTAL	4,648.75	10,600	5,311.60				
	101-5-151-42200	PROFESSIONAL SERVICE & FEE	53.25	10,000	9,796.75				
	101-5-151-42400	RENTALS	1,585.33	5,000	1,775.39				
	101-5-151-42600	SUPPLIES	291.06	8,800	6,162.53				
	101-5-151-42700	TRAVEL	573.84	5,500	3,216.71				
	101-5-161-42500	REPAIRS & MAINTENANCE	235.82	25,000	14,439.96				
	101-5-161-42600	SUPPLIES	218.20	9,000	4,920.06				
	101-5-161-42800	UTILITIES	5,113.10	60,000	21,424.57				
	101-5-162-42400	RENTALS	817.20	3,300	2,377.77				
	101-5-162-42500	REPAIRS & MAINTENANCE	1,680.76	44,900	32,528.74				
	101-5-162-42600	SUPPLIES	77.06	13,000	4,493.30				
	101-5-162-42700	TRAVEL	112.56	13,600	4,229.95				
	101-5-163-42400	RENTALS	654.47	8,000	5,329.53				
	101-5-163-42500	REPAIRS & MAINTENANCE	11.21	1,000	830.65				
	101-5-163-42600	SUPPLIES	81.39	3,500	2,255.19				
	101-5-165-42400	RENTALS	150.88	625	474.12				
	101-5-165-42600	SUPPLIES	6.01	820	653.70				
	101-5-165-42700	TRAVEL	100.00	1,500	1,240.86				
	101-5-169-42500	REPAIRS & MAINTENANCE	1,574.97	30,000	15,673.35				
	101-5-169-42600	SUPPLIES	479.70	16,000	8,236.28				
	101-5-169-42800	UTILITIES	8,796.89	0	69,134.72-	Y			
	101-5-211-42500	REPAIRS & MAINTENANCE	19.72	20,000	13,825.36				
	101-5-211-42520	MAINTENANCE CONTRACTS	127.44	10,000	6,473.98				
	101-5-211-42530	COMPUTOR SERVICES	495.00	2,180	1,467.62				
	101-5-211-42600	SUPPLIES	192.37	6,800	5,848.67				
	101-5-211-42610	FUEL	54.37	38,240	19,832.31				
	101-5-211-42800	UTILITIES	265.00	3,000	2,069.00				
	101-5-211-42900	OTHER	39.76	1,000	841.57				
	101-5-212-42200	PROFESSIONAL SERVICES	2,772.89	79,600	19,659.59				
	101-5-212-42210	FOOD SERVICE	6,846.79	225,000	105,308.13				
	101-5-212-42520	MAINTENANCE CONTRACTS	880.00	10,000	8,662.72				
	101-5-212-42530	SECURITY MAINTENANCE	495.00	6,590	5,957.06				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-5-212-42600	SUPPLIES	2,800.47	40,000	16,834.50				
	101-5-216-42400	RENTALS	13,286.99	76,000	19,626.01				
	101-5-411-42200	PROFESSIONAL SERVICE & FEE	366.19	70,000	62,957.81				
	101-5-411-42400	RENTALS	489.96	1,470	980.04				
	101-5-411-42600	SUPPLIES	147.01	3,000	1,172.67				
	101-5-421-42600	SUPPLIES	24.01	835	424.19				
	101-5-421-42900	OTHER	2,606.00	12,875	5,057.00				
	101-5-424-42200	PROFESSIONAL SERVICE & FEE	1,586.59	38,050	13,669.36				
	101-5-424-42400	RENTALS	2,938.48	6,500	1,804.13				
	101-5-424-42500	REPAIRS & MAINTENANCE	6,195.22	45,000	18,983.54				
	101-5-424-42600	SUPPLIES	2,684.20	100,944	55,229.09				
	101-5-424-42700	TRAVEL	120.00	7,800	3,774.17				
	101-5-424-42800	UTILITIES	1,026.49	28,000	10,671.17				
	101-5-424-43500	FURNITURES & MINOR EQUIPME	9,069.00	12,000	2,931.00				
	101-5-445-00000	MISC	1,069.00	85,000	43,624.64				
	101-5-611-42400	RENTALS	438.78	5,000	3,373.03				
	101-5-611-42500	REPAIRS & MAINTENANCE	150.00	7,000	4,422.70				
	101-5-611-42510	GROUNDS MAINTENANCE	1,596.73	10,000	8,403.27				
	101-5-611-42600	SUPPLIES	110.08	5,500	4,173.22				
	101-5-611-42800	UTILITIES	66.07	8,000	2,513.50				
	101-5-615-42600	SUPPLIES	64.57	15,000	13,230.99				
	101-5-711-42200	PROFESSIONAL SERVICE & FEE	477.00	49,852	16,325.35-	Y			
	101-5-711-42400	RENTALS	495.85	1,000	504.15				
	101-5-711-42500	REPAIRS & MAINTENANCE	50.00	2,200	1,018.72-	Y			
	201-5-311-42200	PROFESSIONAL SERVICE & FEE	746.50	35,000	7,893.87				
	201-5-311-42400	RENTALS	250.92	50,000	49,139.08				
	201-5-311-42500	REPAIRS & MAINTENANCE	107.00	90,000	75,359.66				
	201-5-311-42600	SUPPLIES	11,891.93	450,000	84,681.25				
	201-5-311-42800	UTILITIES	793.90	28,000	9,271.92				
	201-5-311-42903	BRIDGES	65,762.07	336,200	72,443.29				
	207-5-225-42800	UTILITIES	69.44	42,000	21,733.46				
	210-5-212-43600	JAIL CAPITAL IMPROVEMENT	28,800.00	0	49,860.00-	Y			
	226-5-222-42400	RENTALS	719.07	9,972	7,616.03				
	226-5-222-42500	REPAIRS & MAINTENANCE	663.78	24,000	18,322.21				
	226-5-222-42600	SUPPLIES	3,059.90	35,342	17,220.09				
	226-5-222-42610	OEM - DISASTER PLAN	3,659.92	0	16,503.80-	Y			
	226-5-222-42800	UTILITIES	44.00	16,500	7,289.24				
	233-5-920-00000	MISC	14,313.89	60,000	31,446.82				
	248-4-34230	SOBRIETY TESTIN*NON-EXPENS	153.00	65,000-	22,172.40-				
	248-5-212-42600	SUPPLIES	2,330.55	31,830	13,898.60				
	704-5-000-00000	MISC	816.63	0	2,449.89-	Y			
		** 2019 YEAR TOTALS	279,743.43						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-111	COMMISSIONERS	1,793.15
101-120	ELECTIONS	397.58
101-130	COURT	50,970.72
101-141	AUDITOR	3,406.36
101-142	TREASURER	1,683.64
101-143	DATA PROCESSING	4,648.75
101-151	STATES ATTORNEY	2,503.48
101-161	GOVERNMENT BUILDINGS	5,567.12
101-162	DIRECTOR OF EQUALIZATION	2,687.58
101-163	REGISTER OF DEEDS	747.07
101-165	VETERANS SERVICE OFFICER	256.89
101-169	SAFETY CENTER BUILDING	10,851.56
101-211	SHERIFF	1,193.66
101-212	COUNTY JAIL	13,795.15
101-216	JUVENILE DETENTION	13,286.99
101-411	CARE OF POOR	1,003.16
101-421	PUBLIC HEALTH NURSE	2,630.01
101-424	AMBULANCE	23,619.98
101-445	MENTAL ILLNESS BOARD	1,069.00
101-611	COUNTY EXTENSION	2,361.66
101-615	WEED	64.57
101-711	PLANNING & ZONING	1,022.85
101 TOTAL	GENERAL FUND	145,560.93
201-311	HIGHWAY CONSTRUCTION & MA	79,552.32
201 TOTAL	ROAD & BRIDGE	79,552.32
207-225	LOCAL EMERGENCY PLANNING	69.44
207 TOTAL	EMERGENCY 911 FUND	69.44
210-212	JAIL BUILDING	28,800.00
210 TOTAL	JAIL BUILDING	28,800.00
226-222	EMERGENCY MANAGEMENT	8,146.67
226 TOTAL	EMERGENCY MANAGEMENT	8,146.67
233-920	GOVERNMENT BUILDINGS	14,313.89
233 TOTAL	COUNTY BUILDING	14,313.89

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
248	NON-DEPARTMENTAL	153.00
248-212	24/7 PROGRAM	2,330.55
248 TOTAL	24/7 SOBRIETY FUND	2,483.55
704-000	MISC	816.63
704 TOTAL	COUNTY LAW LIBRARY	816.63
	** TOTAL **	279,743.43

NO ERRORS

** END OF REPORT **

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 6/01/2019

PAY PERIOD ENDING: 6/28/2019

*** G R A N D T O T A L S ***

EARNINGS			BENF/REIMB		DEDUCTIONS				TAXES			
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	0.00	274,361.59			010	PENSU	3866.77	497.83	FED W/H	398,119.52	34,244.06	
HOUR	7,934.50	132,896.48			020	AFLAC	993.15		FICA	427,609.84	26,511.85	26511.85
OVERT	408.00	11,979.19			030	COL	476.48		MEDI	427,609.84	6,200.32	6200.32
VAC	613.50	3,986.22			050	OPTLG	467.68					
SICK	627.00	7,096.09			051	UWAY	57.50					
CELL	0.00	975.00			062	GARN	50.00					
SCKPO	0.00	421.20			080	LEGAL	25.90					
LONG	0.00	450.00			086	CHLDS	578.00					
HOL	502.00	4,642.05			100	NRS	69.44					
FNRL	17.00	240.70			11	SDRS6	16140.98	16140.98				
WC-2	5.00	124.40			12	SDRS8	9413.13	9413.13				
					410	FLEXA	4084.41					
					420	LIFE	471.59					
					430	FLEXC	1204.33					
					440	VSP	128.14					
					450	DELTA	708.00					
					460	FLEXB	1928.02					
					461	BCEMP		48889.58				
					462	BC-3		659.74				
					463	BCHSA		9896.10				
					464	HSA	1042.50					
					P7	SPOUS	126.02					
TOTALS:	10,107.00	437,172.92		0.00			41832.04	85497.36			66,956.23	32712.17

DEPARTMENT RECAP

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
101-111	5,606.74	5,606.74	0.00	0.00	0.00	0.00	0.00	523.20	5,083.54
101-141	15,489.52	15,489.52	0.00	0.00	0.00	0.00	1,778.29	2,340.94	11,370.29
101-142	17,284.49	17,109.49	0.00	0.00	175.00	0.00	1,314.77	2,757.30	13,212.42
101-151	28,953.12	28,953.12	0.00	0.00	0.00	0.00	2,369.09	4,210.03	22,374.00
101-161	13,661.88	8,521.44	0.00	4,965.44	175.00	0.00	2,092.64	1,837.73	9,731.51
101-162	24,944.31	24,694.31	0.00	0.00	250.00	0.00	2,633.85	3,857.32	18,453.14
101-163	12,422.10	12,372.10	0.00	0.00	50.00	0.00	694.65	1,998.54	9,728.91
101-165	3,438.82	3,282.51	0.00	156.31	0.00	0.00	206.33	596.80	2,635.69
101-211	70,704.50	69,520.90	437.40	0.00	746.20	0.00	8,919.30	10,611.03	51,174.17
101-212	74,315.28	74,165.28	0.00	0.00	150.00	0.00	8,082.06	10,837.37	55,395.85
101-213	600.00	550.00	0.00	0.00	50.00	0.00	0.00	75.90	524.10
101-421	3,587.35	3,587.35	0.00	0.00	0.00	0.00	560.05	471.57	2,555.73
101-424	59,885.36	51,154.38	7,047.24	1,583.74	100.00	0.00	2,929.85	9,770.66	47,184.85

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 6/01/2019

PAY PERIOD ENDING: 6/28/2019

DEPARTMENT RECAP

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
101-427	1,265.60	1,265.60	0.00	0.00	0.00	0.00	0.00	194.53	1,071.07
101-611	8,553.30	8,453.30	0.00	0.00	100.00	0.00	516.46	1,257.16	6,779.68
101-612	2,944.95	2,944.95	0.00	0.00	0.00	0.00	479.46	367.49	2,098.00
101-711	4,890.93	4,890.93	0.00	0.00	0.00	0.00	326.76	778.94	3,785.23
201-311	76,673.51	62,960.27	4,279.27	9,259.57	174.40	0.00	8,008.67	12,757.23	55,907.61
226-222	8,646.15	8,430.87	215.28	0.00	0.00	0.00	919.81	1,334.69	6,391.65
248-212	3,305.01	3,305.01	0.00	0.00	0.00	0.00	0.00	377.80	2,927.21
TOTALS	437,172.92	407,258.07	11,979.19	15,965.06	1,970.60	0.00	41,832.04	66,956.23	328,384.65

REGULAR INPUT: 147 MANUAL INPUT: 0 CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 147

Yankton County Highway Department
Entrance Application

Applicant/Property Owner:

Name: Nustar Energy LP

Mailing Address: 2608 E. Hwy 50

City, State, Zip: Yankton, SD 57078

Phone Number: 605-665-7477

Email: bruce.myers@nustarenergy.com

Legal Description of Property:

Township-T96N, Range R56W
Section, 20 NE Quarter
west side of 436th Ave, approx 1300 ft South of 294th St.

Parcel Number: _____

Property Classification:

Farm: ◯ Field: ◯
Business: ◯ Residence: ◯

Yankton County Highway No.: 436th Ave.

Please attach a drawing or map showing the proposed location of the approach. The applicant will adhere to the specifications (see attached sheet) from the Highway Superintendent. The entrance must be installed no later than 90 days from the approval date. If an extension is needed, the applicant will need to meet with the Yankton County Commissioners.

All entrances will be at the landowner's expense unless otherwise stated. After the entrance is constructed the area must be reseeded (see attached sheet). The maintenance of the culvert will be the applicant's responsibility. **There is a fee of $75 to be paid at the time of the application.**

Entrances to be built as directed and will be inspected during and after construction by the Yankton County Highway Superintendent or an appointed representative. If the entrance does not meet the terms of the application and specifications, the applicant shall make the proper adjustments at their own expense. You may drop off or mail the application to 3302 W City Limits Road, Yankton SD 57078.

Applicant's Signature 06/26/19 Date

Initial Approval (Superintendent) 6/26/19 Date

Chairman (Yankton County Commission) _____ Date Approved _____

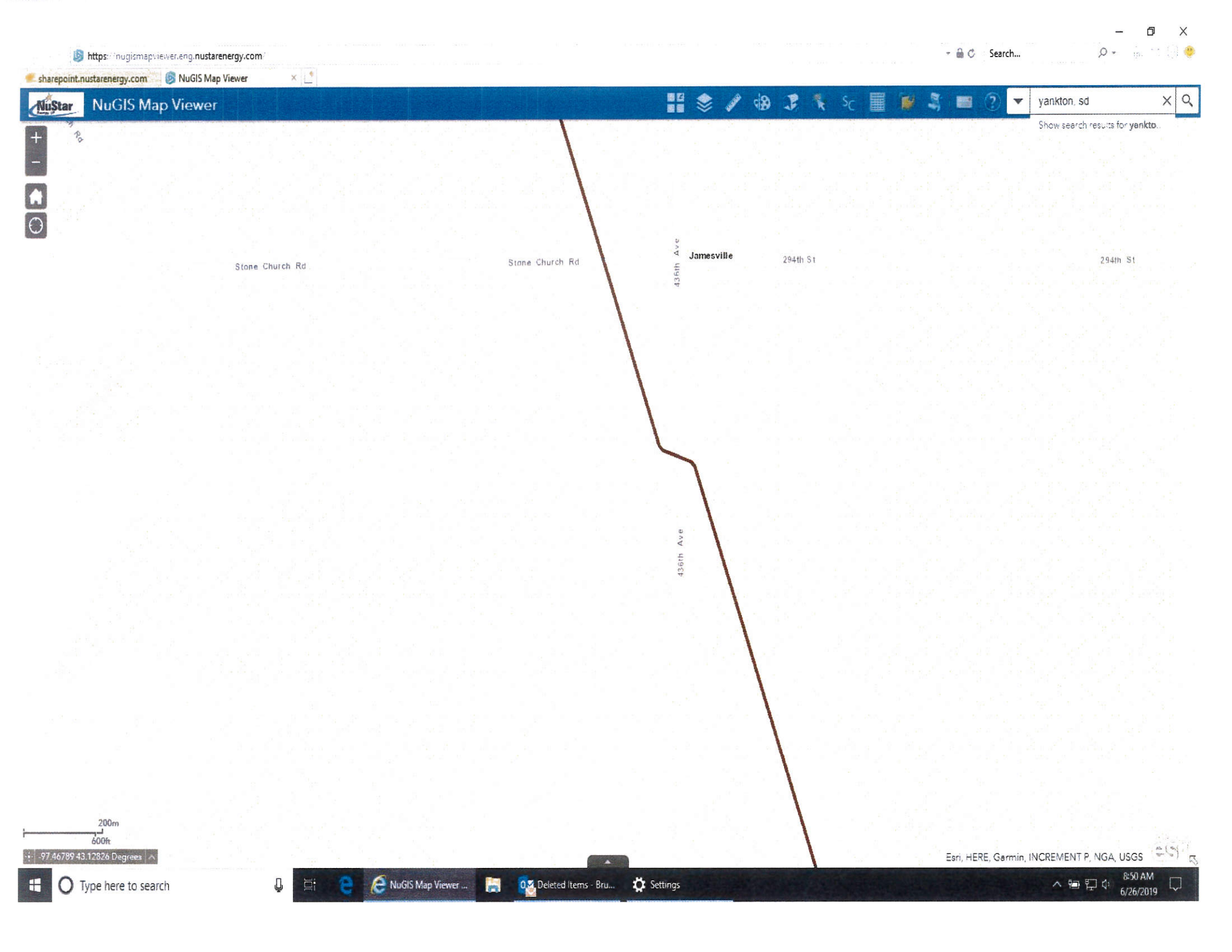
HIGHWAY DEPARTMENT USE ONLY:

Fee paid: X Check No. 12363

Comments: _____

Final Approval (Superintendent) _____ Date _____

Revised 5-2017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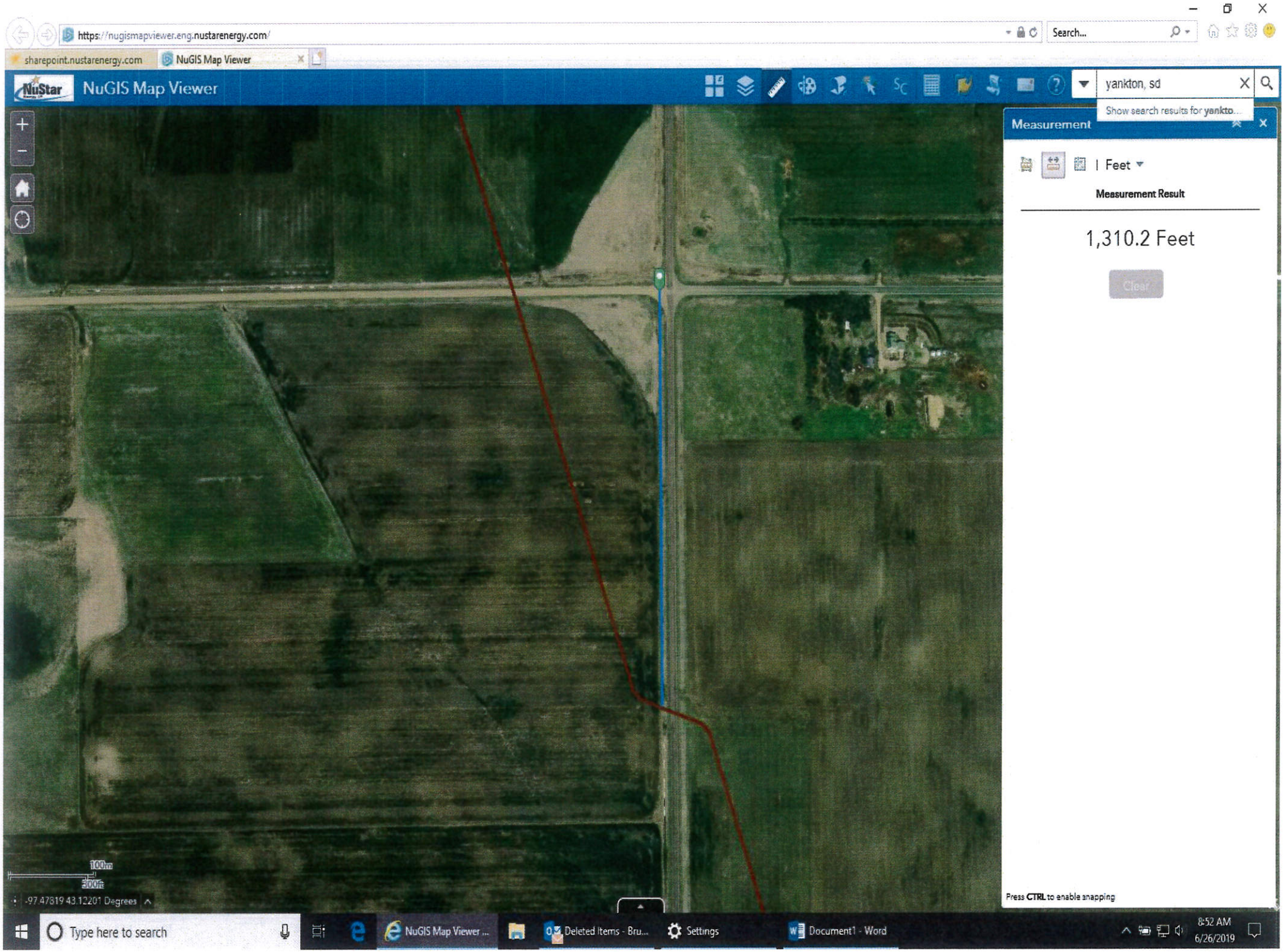
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6/26/2019

Planned Culvert
Google Ea
1998
Imagery Date: 7/20/2015 lat 43.123612° lon -97.478107° elev 1298 ft eye alt 32

COMMISSIONER MEETING AGENDA REQUEST

321 W 3rd, Suite 100, Yankton, SD 57078

E-Mail: patty@co.yankton.sd.us or karen@co.yankton.sd.us

Submission Deadline: 3:00pm on the Wednesday before scheduled meeting

Date Request Submitted 6/27/19

Request is for Commission Meeting Dated 7/2/19

Name: Chris Arnim & Roger Busch

Address: _____

Phone: 347-804-9067

E-Mail Address: _____

Topic to be Addressed and Length of Presentation: FEMA + SBA for Flooding event

Specific Purpose for the Request (Please Also Attach Support Documents): _____

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Person(s) Making Presentation to the Board: Chris Arnim / Roger Busch

Audio/Visual Equipment Needed: _____

For Office Use:

Approved_____ Denied _____ Reason(s): _____

Signature: _____

Date: _____

Date: 06/25/2019

U.S. Small Business Administration

U.S. SMALL BUSINESS ADMINISTRATION
FACT SHEET - DISASTER LOANS

SOUTH DAKOTA Declaration #15980 & #15981
(Disaster: SD-00092)
Incident: SEVERE WINTER STORM, SNOWSTORM & FLOODING

occurring: ***March 13 through April 26, 2019***

in the ***South Dakota*** *counties of:* ***Bon Homme, Charles Mix, Hutchinson, Minnehaha, Turner & Yankton;***
the Pine Ridge Reservation to include the counties of Bennett, Jackson & Oglala Lakota;
the Rosebud Reservation to include the counties of Mellette & Todd;
and the Cheyenne River Sioux Reservation to include the counties of Dewey & Ziebach;

for economic injury only in the contiguous ***South Dakota*** *counties of:* ***Aurora, Brule, Clay, Corson, Custer, Davison, Douglas, Fall River, Gregory, Haakon, Hanson, Jones, Lake, Lincoln, Lyman, McCook, Meade, Moody, Pennington, Perkins, Potter, Stanley, Sully, Tripp & Walworth;***
for economic injury only in the contiguous ***Iowa*** *county of:* ***Lyon;***
for economic injury only in the contiguous ***Minnesota*** *counties of:* ***Pipestone & Rock;***
and for economic injury only in the contiguous ***Nebraska*** *counties of:* ***Boyd, Cedar, Cherry, Dawes, Keya Paha, Knox & Sheridan***

Application Filing Deadlines:
Physical Damage: ***August 6, 2019*** **Economic Injury:** ***March 9, 2020***

If you are located in a declared disaster area, you may be eligible for financial assistance from the U. S. Small Business Administration (SBA).

What Types of Disaster Loans are Available?

- Business Physical Disaster Loans – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- Economic Injury Disaster Loans (EIDL) – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- Home Disaster Loans – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

What are the Credit Requirements?

- Credit History – Applicants must have a credit history acceptable to SBA.
- Repayment – Applicants must show the ability to repay all loans.
- Collateral – Collateral is required for physical loss loans over $25,000 and all EIDL loans over $25,000. SBA takes real estate as collateral when it is available. SBA will not decline a loan for lack of collateral, but requires you to pledge what is available.

What are the Interest Rates?

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	2.063%	4.125%
Business Loans	4.000%	8.000%
Non-Profit Organizations	2.750%	2.750%

Economic Injury Loans

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	4.000%	N/A
Non-Profit Organizations	2.750%	N/A

Amendment #1

What are Loan Terms?

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay.

What are the Loan Amount Limits?

- Business Loans – The law limits business loans to $2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- Economic Injury Disaster Loans (EIDL) – The law limits EIDLs to $2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- Business Loan Ceiling – The $2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the $2,000,000 statutory limit.
- Home Loans – SBA regulations limit home loans to $200,000 for the repair or replacement of real estate and $40,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

What Restrictions are there on Loan Eligibility?

- Uninsured Losses – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- Ineligible Property – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- Noncompliance – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

Note: Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

Is There Help with Funding Mitigation Improvements?

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan, but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of $200,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

Is There Help Available for Refinancing?

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- Businesses – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- Homes – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

What if I Decide to Relocate?

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

Are There Insurance Requirements for Loans?

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applicants may apply online, receive additional disaster assistance information and download applications at https://disasterloan.sba.gov/ela. Applicants may also call SBA's Customer Service Center at (800) 659-2955 or email disastercustomerservice@sba.gov for more information on SBA disaster assistance. Individuals who are deaf or hard-of-hearing may call (800) 877-8339. Completed applications should be mailed to U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.

U.S. Small Business Administration

DISASTER ASSISTANCE

GETTING DISASTER HELP FROM SBA

WHAT YOU NEED TO KNOW

- SBA offers federal low-interest disaster loans to **businesses of all sizes, most private nonprofit organizations, homeowners and renters.**
- Businesses of any size may borrow up to $2 million to repair/replace disaster property damage.
- Small businesses, small businesses engaged in aquaculture and most private nonprofit organizations may also borrow to help meet disaster caused working capital needs. The $2 million maximum applies to the combination of property damage and working capital loans.
- If you are a homeowner or renter, FEMA may refer you to SBA. SBA disaster loans are the primary source of money to pay for repair or replacement costs not fully covered by insurance or other compensation.
- Homeowners may borrow up to $200,000 to repair or replace their primary residence.
- Homeowners and renters may borrow up to $40,000 to replace personal property, including vehicles.

WHAT YOU NEED TO DO

#1-800-621-3362

- Register with FEMA at *www.disasterassistance.gov*. This is the fastest way to register for help.
- **Homeowners and renters should submit their SBA disaster loan application, even if they are not sure if they will need or want a loan. If SBA cannot approve your application, in most cases we refer you to FEMA's Other Needs Assistance (ONA) program for possible additional assistance.**

THREE WAYS TO APPLY TO SBA

- Apply online using SBA's secure website at https://disasterloan.sba.gov/ela.
- Apply in person at any Disaster Recovery Center and receive personal, one-on-one help from an SBA representative. For additional information or to find a location near you, visit our website at https://disasterloan.sba.gov/ela, call SBA at (800) 659-2955 or email disastercustomerservice@sba.gov. Individuals who are deaf or hard-of-hearing may call (800) 877-8339.
- Apply by mail: Send completed paper application to U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.

DOT-991
(05/2018)

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
BRIDGE IMPROVEMENT GRANT AGREEMENT
FOR PRESERVATION – 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 Yankton 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 68-070-113, project number BRF 6345(00)19-1 PCN 076F, 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 one hundred seventeen thousand nine hundred dollars ($117,900.00), 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 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**.

5. The COUNTY will require the design firm to submit plans, design calculations, and check design calculations to the STATE.

6. 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.

7. 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.

8. 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.

9. If applicable, the COUNTY will have the design engineer review shop plans of prefabricated products.

10. 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**.

11. The COUNTY will obtain the STATE'S concurrence in the award of the contract.

12. The STATE will review and approve a quality assurance and testing plan for construction testing and inspection.

13. 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.

14. 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.

15. 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).

16. The COUNTY will notify the STATE upon completion of the preservation work under this Agreement.

17. The STATE will conduct a final inspection of the PROJECT.

18. 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.

19. 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.

20. The COUNTY will directly pay the professional engineering firm and construction engineer firm for all PROJECT costs.

21. 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.

22. 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 one hundred seventeen thousand nine hundred dollars ($117,900.00).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.

23. The COUNTY certifies the COUNTY has a conflict of interest policy and enforces said policy.

24. 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.

25. The COUNTY certifies the COUNTY employs an effective internal control system.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.**

32. The COUNTY will perform under this Agreement in compliance with the Americans with Disabilities Act of 1990 and any amendments.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered the County Commission 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 County Commission Chairperson as the COUNTY'S authorized representative is attached to this Agreement as **Exhibit E.**

SIGNATURE PAGE FOLLOWS

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.

Yankton County, South Dakota

By: _____

Its: County Commission Chairperson

Date: _____

Attest:

_____
County Auditor/Clerk

(COUNTY SEAL)

State of South Dakota
Department of Transportation

By: _____

Its: Program Manager,
Administration Program

Date: _____

EXHIBIT A

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
Yankton County

NOTICE OF AWARD

2019 Preservation Bridge Improvement Grant
Structure Number 68-070-113
Project Number BRF 6345(00)19-1, PCN 076F
Grant Amount = $117,900.00(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,

Darin P. Bergquist
Secretary

Attachment
cc: County Highway Superintendent
File

Bridge Improvement Grant
Work Order Requirements for Structure Preservation or Rehabilitation

Note: Not all preservation or rehabilitation work will require hydraulic analysis or foundation investigation. For this reason, several of the related items below have been marked "*If needed*." If the Subject project does not require hydraulic analysis and/or foundation investigation, simply do not include these items in the breakdown of estimated costs.

SCOPE OF SERVICES TEMPLATE – Structure Preservation or Rehabilitation

1. **Field survey for completion of the Drainage Data Sheet and Contour Map.** The information required for placement on these sheets is listed below. An example is attached containing the required information.
   - ☐ Stationing from south to north or west to east.
   - ☐ Beginning and ending stations of the current structure.
   - ☐ Proposed and inplace gradelines.
   - ☐ Stream profile. (Including a table of stations and elevations for each shot taken.)
   - ☐ Sea level datum is required. Stations, elevations, and offsets from and descriptions of permanent objects will be required for project benchmarks. (The High Accuracy Reference Network (HARN) map and the County Bench Mark map for the State of South Dakota can be found at the following web site – www.state.sd.us/dot/pe/roaddesign/survey.htm)
   - ☐ Include an electronic file containing the plan/profile of the inplace gradeline at the structure.
   - ☐ Landowners with their addresses, phone numbers, and location of property.
   - ☐ Utilities with their addresses, phone numbers, and locations along the project.

2. **Field survey as necessary for preparation of construction plans.** Required information is listed below.
   - ☐ Establishment of transit points, land ties and benchmarks as well as cross sections and topography. (Stations, elevations, and offsets from permanent objects will be required for project benchmarks.)
   - ☐ Project limits as established by consultation with the County Highway Superintendent.
   - ☐ Additional legal survey as required for preparation of right-of-way plats.
   - ☐ The geometrics of horizontal and vertical alignment in accordance with the Local Roads Plan design standards.
   - ☐ Survey notes are to be retained on file with the Consultant for subsequent use in the preparation of construction plans and are to be available to the County upon request.

3. **(*If needed*.) Preliminary Hydraulic Data Sheet, Plan/Profile Sketches (Preliminary Hydraulic Layouts) and gradelines, Electronic Copy of HEC-RAS File, Draft Hydraulic Design Report in accordance with the newest version of the South Dakota Drainage Manual, and cost estimates for existing and all proposed structure alternatives. (More than one feasible alternative is required. This includes options on different alignments if applicable.)** The newest version of the South Dakota Drainage Manual is available at the following location: http://www.sddot.com/business/design/forms/drainage/. Guidance and examples can be found in Chapter 6 of the manual. The current preliminary hydraulic data sheet to be used can be found at the following internet location: *ftp://ftp.state.sd.us Folder Path – DOT/LGA/Forms/Hydraulic Data Sheet – Current.doc.* Directions for filling out the form can be found at the same location. All items will be submitted to the Local Government Assistance Office for distribution to SDDOT personnel for review for compliance with minimum required State and Federal standards. Necessary revisions shall be provided in writing by the SDDOT and shall be forwarded to the Consultant by the Local Government Assistance (LGA) Office. Necessary revisions shall be completed by the consultant and the Revised Draft Hydraulic Design Report submitted within 2 weeks of receipt of revisions from LGA. The Consultant is wholly responsible for the accuracy of the design calculations and the independent check design calculations.

4. **(*If needed*.) Conduct TS&L inspection, assistance in the selection of the type of preservation or rehabilitation, and preparation of TS&L summary letter.** The county or city (owner) shall be in attendance and advance notice given the Local Government Assistance Office so if time allows, a staff member can attend.

5. **(*If needed*.) Report of Foundation 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, following the attachments, for reports that are typically developed by SDDOT Geotechnical Engineering Activity.

6. (*If needed.*) **For Structure Option: Final Hydraulic Design Report, Final Hydraulic Data Sheet (use the current data sheet found at the following internet location: ftp://ftp.state.sd.us Folder Path – DOT/LGA/Forms/Hydraulic Data Sheet – Current.doc,) HEC RAS model with existing and proposed conditions and if the bridge scour protection is needed, Scour Memo summarizing hydraulic scour calculation, Scour Calculation, and Berm Slope Protection Recommendations (if applicable.)**

7. **Survey and plans for the above referenced project as described in the application or TS&L letter (if applicable) 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.

   If applicable to the type of rehabilitation, 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 #3 shall also be submitted. The Consultant is wholly responsible for the accuracy and safe keeping of the design calculations and the independent design check.

8. **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.**

9. **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.

10. **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 TS&L Packet of items that shall be submitted to the Local Government Assistance Office.

Attachment #2 contains applicable excerpts from the Current SDDOT Consultant Retainer, DOT-900 AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES.

Attachment #1
Bridge Improvement Grant
Checklist for Structure Preservation or Rehabilitation 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** _____

CROSS OFF ANY NON-APPLICABLE ITEMS

☐ **Survey Sheets and Contour Map including the following information:**

- ☐ Stationing from south to north or west to east
- ☐ Beginning and ending stations of the existing structure
- ☐ Beginning and ending stations of proposed structures
- ☐ Proposed and existing gradelines
- ☐ Stream profile and cross sections (Downstream to upstream direction including a table showing stations and elevations for each shot taken)
- ☐ Elevation and location of buildings and other structures
- ☐ Survey information using sea level datum and showing station, elevation, offset, and physical description of each project benchmark
- ☐ Landowner names, addresses, phone numbers, and legal descriptions of their property
- ☐ Utility names, addresses, phone numbers, and locations along the project

☐ **Preliminary Hydraulic Data Sheet (use current data sheet found at: ftp://ftp.state.sd.us Folder Path – DOT/LGA/Forms/Hydraulic Data Sheet – Current.doc) including the following information:**

- ☐ Calculated flows
- ☐ Inplace conditions (Ordinary High Water Elevation, HW_{100}, Vmax, OTfr)
- ☐ Proposed conditions for each option (HW_2, HW_{23}, HW_{100}, Vmax Qot, OTfr, ELovertop)
- ☐ Ordinary High Water Elevation Shown on Cross-Sections (vegetation elevation on stream banks – approx. 2–year flow)
- ☐ Observed High Water Elevation (identifiable high water mark)

☐ **Electronic copy of HEC-RAS model of existing and proposed conditions**

☐ **Plan and profile sketches (preliminary hydraulic layout sheets) for the existing structure and proposed gradelines for each option (More than one feasible alternative is required. This includes options on different alignments if applicable.)**

☐ **Cost Estimates (including design and construction engineering and construction costs for each option.)**

☐ **Revised Draft Hydraulic Report**

☐ **TS&L Summary Letter**

- ☐ Report of Foundation Investigation (see Examples 3 and 4 in this appendix)
- ☐ For Structure Chosen at TS&L
  - ☐ Final Hydraulic Design Report
  - ☐ Final Hydraulic Data Sheet (use current data sheet found at: ftp://ftp.state.sd.us Folder Path – DOT/LGA/Forms/Hydraulic Data Sheet – Current.doc)
  - ☐ HEC RAS model with existing and proposed conditions
  - ☐ Scour memo, scour calculations, and berm slope protection recommendations (Bridges Only)
- ☐ 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

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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
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:

s, 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.

Attachment #3

Bridge Improvement Grant

Load Rating Requirements for Special Hauling Vehicles

U.S. Department of Transportation
Federal Highway Administration

Memorandum

Subject: **ACTION:** Load Rating of Specialized Hauling Vehicles
/s/ Original Signed by
From: Joseph S. Krolak
Acting Director, Office of Bridge Technology

Date: November 15, 2013

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 Emergency Vehicles

U.S. Department of Transportation
Federal Highway Administration

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 without 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

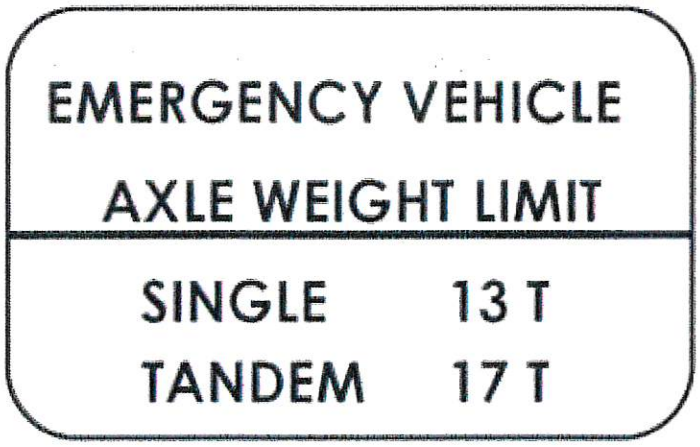
e. an inventory rating factor for the HL-93 design load of at least 0.9 using the LRFR method.

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

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:

Station	Elevation
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	

EXHIBIT B

EXHIBIT B-20

STATE OF	PROJECT	SHEET NO.	TOTAL SHEETS
S.D.			

Planning and Surveying

Hole Number	T7
Station	24+83
Depth	9.2 ft
Soil Color	Brown
Classification	Sand-Silt
Strength (tsf)	1.5+
Dry Density	122.5 pcf
Wet Density	130.5 pcf
Moisture	6.5 %
Pass No. 10	84.4 %
Pass No. 40	78.2 %
Pass No. 200	54.5 %
Sand Content	22.6 %
Silt Content	23.5 %
Clay Content	32.9 %

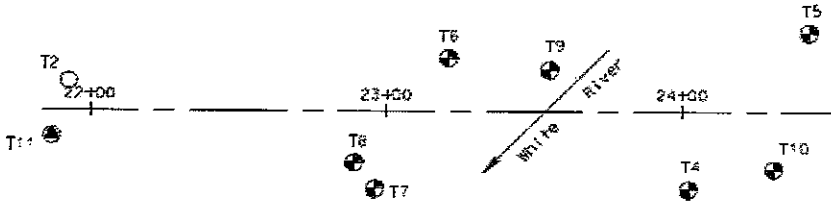
Hole Number	T9
Station	23+52
Depth	9.7 ft
Soil Color	Brown
Classification	Silt
Strength (tsf)	1.5+
Dry Density	93.1 pcf
Wet Density	97.8 pcf
Moisture	5.0 %
Pass No. 10	99.8 %
Pass No. 40	98.1 %
Pass No. 200	85.1 %
Sand Content	14.9 %
Silt Content	45.1 %
Clay Content	40.0 %

Hole Number	T5
Station	25+07
Depth	17.2 ft
Soil Color	Brown
Classification	Sand-Silt
Strength (tsf)	1.5+
Dry Density	97.6 pcf
Wet Density	107.0 pcf
Moisture	9.6 %
Pass No. 10	99.2 %
Pass No. 40	94.8 %
Pass No. 200	71.9 %
Sand Content	28.1 %
Silt Content	43.9 %
Clay Content	27.9 %

Hole Number	T11
Station	24+87
Depth	15.4 ft
Soil Color	Gray
Classification	Clay
Strength (tsf)	1.5+(4.5) psf
Dry Density	116.9 pcf
Wet Density	136.5 pcf
Moisture	16.8 %
Pass No. 10	99.8 %
Pass No. 40	99.5 %
Pass No. 200	96.9 %
Sand Content	3.1 %
Silt Content	41.1 %
Clay Content	55.8 %

Hole Number	T12
Station	25+09
Depth	17.1 ft
Soil Color	Gray
Classification	Clay
Strength (tsf)	1.5+(3.5) psf
Dry Density	117.5 pcf
Wet Density	133.5 pcf
Moisture	13.6 %
Pass No. 10	99.8 %
Pass No. 40	99.8 %
Pass No. 200	98.5 %
Sand Content	1.5 %
Silt Content	39.6 %
Clor Content	58.9 %

Pierre Shale is a marine shale with a textural classification that varies from silt-clay to clay-silt. Color varies from buff gray to black. The formation may contain concretion zones that are normally thin but occasionally are massive. These zones may be considered hard and dense. Thin zones may be present that are cemented resulting in claystone or siltstone seams. Bentonite zones may be encountered but are normally less than one half inch thick. Nonweathered Pierre Shale is considered to be "Soft Rock".



The Geotechnical Engineering Activity has on file all of the boring logs for this project. These logs and additional results of laboratory test, if any, are available for review at the Central Office in Pierre.

LEGEND

Auger Test | Water | Penetration Test

Drive Test | Caved | Sample Zone

Drive test are conducted by dropping a 450 pound hammer 30 inches to drive a 2⅛ inch drill stem with attached retractable plug sampler for taking samples and to measure the resistance to penetration of the soil.

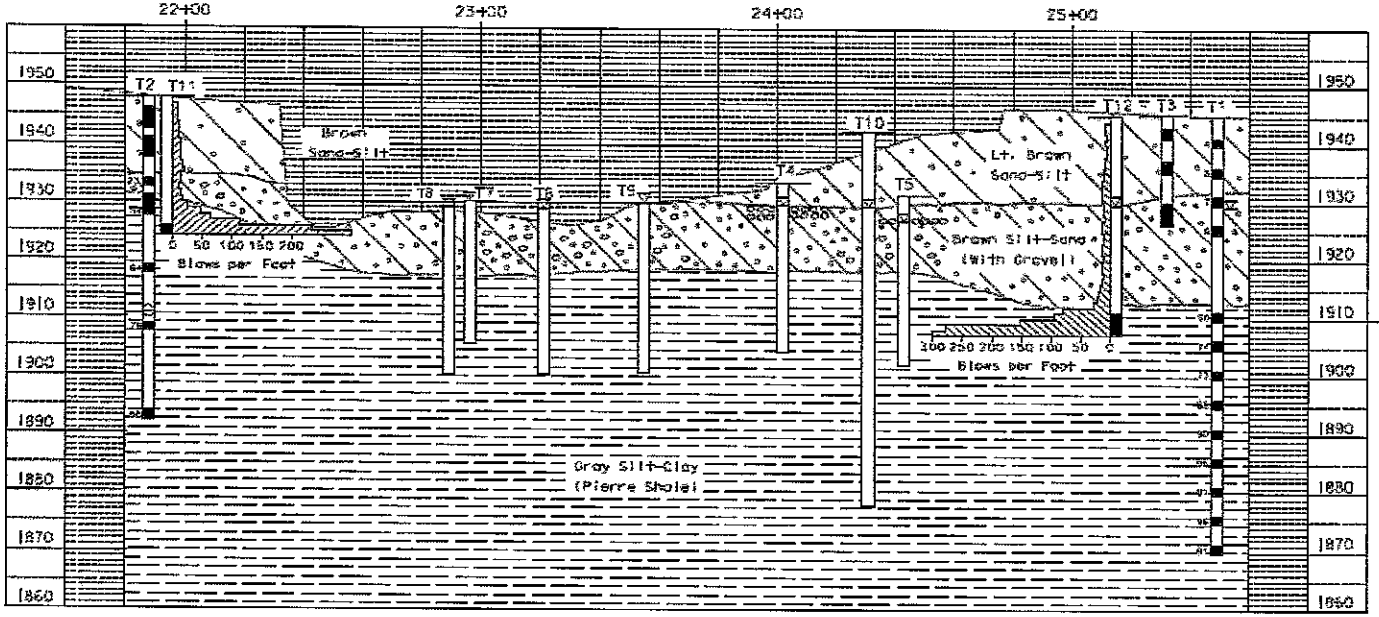
Auger holes are drilled with a 4½ inch diameter continuous flight auger. Penetration and Push Test holes are drilled with a 6¾ inch diameter hollow stem auger. Push core samples are obtained by hydraulically ramming a 2 foot long lined split spoon sampler into the soil to obtain 2 inch nominal diameter soil samples.

* Values represent uncorrected "N" values from Penetration Test.

Sample Zone 48 Blows Per Foot

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.

Bore holes on profile are moved slightly for clarity



GROUND WATER ELEVATIONS

as of December 2012

T1	(Caved) 1931.3
T2	(Caved) 1910.9
T3	Dry
T4	1929.7
T5	1926.9
T6	1928.9
T7	1930.2
T8	1929.1
T9	1930.8
T10	1929.3
T11	Dry
T12	1929.8

MEASURED SKIN FRICTION

	Elev	psf
T11	1924.0	2.183
T12	1907.3	1.214

BRO 8048(03) MELLETTE COUNTY PCN 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	DRAWN BY	CHECKED BY	APPROVED
	JKN	JW	BRIDGE ENGINEER

PLOTTED From - TK9:8174

FILE - ...\BRO8048(03) PROFILE\02DY.DGN

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	Reimburseable 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	Reimburseable Portion This Invoice	Reimburseable Portion(s) Previously Billed	Grant Funds 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:		FINAL BILLING
Doug Kinniburgh SD DOT-LGA 700 E Broadway Ave Pierre, SD 57501		*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.)*

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		$0.00

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:		**FINAL BILLING**
Doug Kinniburgh SD DOT-LGA 700 E Broadway Ave Pierre, SD 57501		***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.)***

EXHIBIT D

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).

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DOT-991
(05/2018)

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
BRIDGE IMPROVEMENT GRANT AGREEMENT
FOR PRESERVATION – 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 Yankton 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 68-200-103, project number BRF 6355(00)19-2 PCN 076Q, 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 one hundred one thousand two hundred dollars ($101,200.00), 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 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**.

5. The COUNTY will require the design firm to submit plans, design calculations, and check design calculations to the STATE.

6. 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.

7. 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.

8. 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.

9. If applicable, the COUNTY will have the design engineer review shop plans of prefabricated products.

10. 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**.

11. The COUNTY will obtain the STATE'S concurrence in the award of the contract.

12. The STATE will review and approve a quality assurance and testing plan for construction testing and inspection.

13. 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.

14. 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.

15. 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).

16. The COUNTY will notify the STATE upon completion of the preservation work under this Agreement.

17. The STATE will conduct a final inspection of the PROJECT.

18. 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.

19. 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.

20. The COUNTY will directly pay the professional engineering firm and construction engineer firm for all PROJECT costs.

21. 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.

22. 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 one hundred one thousand two hundred dollars ($101,200.00).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.

23. The COUNTY certifies the COUNTY has a conflict of interest policy and enforces said policy.

24. 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.

25. The COUNTY certifies the COUNTY employs an effective internal control system.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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**.

32. The COUNTY will perform under this Agreement in compliance with the Americans with Disabilities Act of 1990 and any amendments.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered the County Commission 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 County Commission Chairperson as the COUNTY'S authorized representative is attached to this Agreement as **Exhibit E**.

SIGNATURE PAGE FOLLOWS

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.

Yankton County, South Dakota

By: _____

Its: County Commission Chairperson

Date: _____

Attest:

_____
County Auditor/Clerk

(COUNTY SEAL)

State of South Dakota
Department of Transportation

By: _____

Its: Program Manager,
Administration Program

Date: _____

EXHIBIT A

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
Yankton County

NOTICE OF AWARD

2019 Preservation Bridge Improvement Grant
Structure Number 68-200-103
Project Number BRF 6355(00)19-2, PCN 076Q
Grant Amount = $101,200.00(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,

Darin P. Bergquist
Secretary

Attachment
cc: County Highway Superintendent
File

Bridge Improvement Grant
Work Order Requirements for Structure Preservation or Rehabilitation

Note: Not all preservation or rehabilitation work will require hydraulic analysis or foundation investigation. For this reason, several of the related items below have been marked "*If needed.*" If the Subject project does not require hydraulic analysis and/or foundation investigation, simply do not include these items in the breakdown of estimated costs.

SCOPE OF SERVICES TEMPLATE – Structure Preservation or Rehabilitation

1. **Field survey for completion of the Drainage Data Sheet and Contour Map.** The information required for placement on these sheets is listed below. An example is attached containing the required information.
   - ☐ Stationing from south to north or west to east.
   - ☐ Beginning and ending stations of the current structure.
   - ☐ Proposed and inplace gradelines.
   - ☐ Stream profile. (Including a table of stations and elevations for each shot taken.)
   - ☐ Sea level datum is required. Stations, elevations, and offsets from and descriptions of permanent objects will be required for project benchmarks. (The High Accuracy Reference Network (HARN) map and the County Bench Mark map for the State of South Dakota can be found at the following web site – www.state.sd.us/dot/pe/roaddesign/survey.htm)
   - ☐ Include an electronic file containing the plan/profile of the inplace gradeline at the structure.
   - ☐ Landowners with their addresses, phone numbers, and location of property.
   - ☐ Utilities with their addresses, phone numbers, and locations along the project.

2. **Field survey as necessary for preparation of construction plans.** Required information is listed below.
   - ☐ Establishment of transit points, land ties and benchmarks as well as cross sections and topography. (Stations, elevations, and offsets from permanent objects will be required for project benchmarks.)
   - ☐ Project limits as established by consultation with the County Highway Superintendent.
   - ☐ Additional legal survey as required for preparation of right-of-way plats.
   - ☐ The geometrics of horizontal and vertical alignment in accordance with the Local Roads Plan design standards.
   - ☐ Survey notes are to be retained on file with the Consultant for subsequent use in the preparation of construction plans and are to be available to the County upon request.

3. **(*If needed.*) Preliminary Hydraulic Data Sheet, Plan/Profile Sketches (Preliminary Hydraulic Layouts) and gradelines, Electronic Copy of HEC-RAS File, Draft Hydraulic Design Report in accordance with the newest version of the South Dakota Drainage Manual, and cost estimates for existing and all proposed structure alternatives. (More than one feasible alternative is required. This includes options on different alignments if applicable.)** The newest version of the South Dakota Drainage Manual is available at the following location: http://www.sddot.com/business/design/forms/drainage/. Guidance and examples can be found in Chapter 6 of the manual. The current preliminary hydraulic data sheet to be used can be found at the following internet location: *ftp://ftp.state.sd.us Folder Path – DOT/LGA/Forms/Hydraulic Data Sheet – Current.doc.* Directions for filling out the form can be found at the same location. All items will be submitted to the Local Government Assistance Office for distribution to SDDOT personnel for review for compliance with minimum required State and Federal standards. Necessary revisions shall be provided in writing by the SDDOT and shall be forwarded to the Consultant by the Local Government Assistance (LGA) Office. Necessary revisions shall be completed by the consultant and the Revised Draft Hydraulic Design Report submitted within 2 weeks of receipt of revisions from LGA. The Consultant is wholly responsible for the accuracy of the design calculations and the independent check design calculations.

4. **(*If needed.*) Conduct TS&L inspection, assistance in the selection of the type of preservation or rehabilitation, and preparation of TS&L summary letter.** The county or city (owner) shall be in attendance and advance notice given the Local Government Assistance Office so if time allows, a staff member can attend.

5. **(*If needed.*) Report of Foundation 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, following the attachments, for reports that are typically developed by SDDOT Geotechnical Engineering Activity.

6. (*If needed*.) **For Structure Option: Final Hydraulic Design Report, Final Hydraulic Data Sheet (use the current data sheet found at the following internet location: ftp://ftp.state.sd.us Folder Path – DOT/LGA/Forms/Hydraulic Data Sheet – Current.doc,) HEC RAS model with existing and proposed conditions and if the bridge scour protection is needed, Scour Memo summarizing hydraulic scour calculation, Scour Calculation, and Berm Slope Protection Recommendations (if applicable.)**

7. **Survey and plans for the above referenced project as described in the application or TS&L letter (if applicable) 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.

   If applicable to the type of rehabilitation, 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 #3 shall also be submitted. The Consultant is wholly responsible for the accuracy and safe keeping of the design calculations and the independent design check.

8. **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.**

9. **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.

10. **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 TS&L Packet of items that shall be submitted to the Local Government Assistance Office.

Attachment #2 contains applicable excerpts from the Current SDDOT Consultant Retainer, DOT-900 AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES.

Attachment #1
Bridge Improvement Grant
Checklist for Structure Preservation or Rehabilitation 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** _____

CROSS OFF ANY NON-APPLICABLE ITEMS

☐ **Survey Sheets and Contour Map including the following information:**

- ☐ Stationing from south to north or west to east
- ☐ Beginning and ending stations of the existing structure
- ☐ Beginning and ending stations of proposed structures
- ☐ Proposed and existing gradelines
- ☐ Stream profile and cross sections (Downstream to upstream direction including a table showing stations and elevations for each shot taken)
- ☐ Elevation and location of buildings and other structures
- ☐ Survey information using sea level datum and showing station, elevation, offset, and physical description of each project benchmark
- ☐ Landowner names, addresses, phone numbers, and legal descriptions of their property
- ☐ Utility names, addresses, phone numbers, and locations along the project

☐ **Preliminary Hydraulic Data Sheet (use current data sheet found at: ftp://ftp.state.sd.us Folder Path – DOT/LGA/Forms/Hydraulic Data Sheet – Current.doc) including the following information:**

- ☐ Calculated flows
- ☐ Inplace conditions (Ordinary High Water Elevation, HW_{100}, Vmax, OTfr)
- ☐ Proposed conditions for each option (HW_2, HW_{23}, HW_{100}, Vmax Qot, OTfr, ELovertop)
- ☐ Ordinary High Water Elevation Shown on Cross-Sections (vegetation elevation on stream banks – approx. 2–year flow)
- ☐ Observed High Water Elevation (identifiable high water mark)

☐ **Electronic copy of HEC-RAS model of existing and proposed conditions**

☐ **Plan and profile sketches (preliminary hydraulic layout sheets) for the existing structure and proposed gradelines for each option (More than one feasible alternative is required. This includes options on different alignments if applicable.)**

☐ **Cost Estimates (including design and construction engineering and construction costs for each option.)**

☐ **Revised Draft Hydraulic Report**

☐ **TS&L Summary Letter**

- ☐ Report of Foundation Investigation (see Examples 3 and 4 in this appendix)
- ☐ For Structure Chosen at TS&L
  - ☐ Final Hydraulic Design Report
  - ☐ Final Hydraulic Data Sheet (use current data sheet found at: ftp://ftp.state.sd.us Folder Path – DOT/LGA/Forms/Hydraulic Data Sheet – Current.doc)
  - ☐ HEC RAS model with existing and proposed conditions
  - ☐ Scour memo, scour calculations, and berm slope protection recommendations (Bridges Only)
- ☐ 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

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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
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:

s, 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.

Attachment #3

Bridge Improvement Grant

Load Rating Requirements for 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 Emergency Vehicles

U.S. Department of Transportation
Federal Highway Administration

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

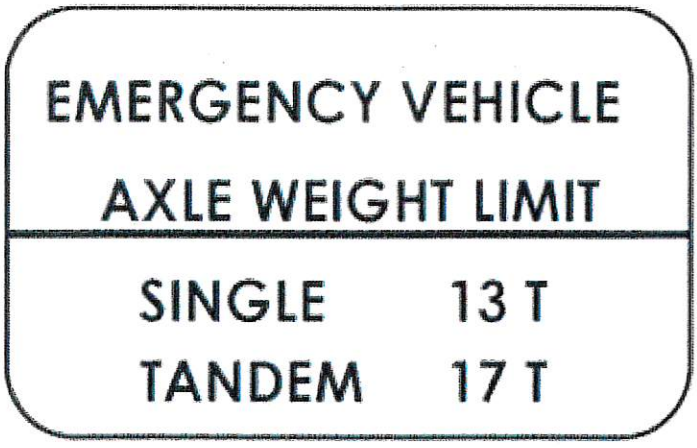
c. an inventory rating factor for the HL-93 design load of at least 0.9 using the LRFR method.

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

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:

Station	Elevation
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	

EXHIBIT B

EXHIBIT B-20

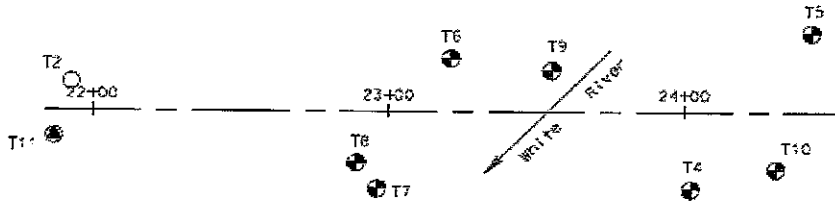
Hole Number	T1
Station	24+82
Depth	5.2 ft
Soil Color	Brown
Classification	Sandy Silt
Strength (tsf)	4.5+ psf
Dry Density	97.6 pcf
Wet Density	124.5 pcf
Moisture	27.6 %
Pass No. 10	94.4 %
Pass No. 40	78.2 %
Pass No. 200	67.6 %
Sand Content	32.6 %
Silt Content	23.1 %
Clay Content	34.9 %

Hole Number	T2
Station	22+87
Depth	5.1 ft
Soil Color	Brown
Classification	Silt
Strength (tsf)	— psf
Dry Density	89.1 pcf
Wet Density	114.0 pcf
Moisture	27.9 %
Pass No. 10	98.9 %
Pass No. 40	95.1 %
Pass No. 200	89.4 %
Sand Content	10.6 %
Silt Content	45.1 %
Clay Content	44.3 %

Hole Number	T3
Station	23+72
Depth	17.0 ft
Soil Color	Brown
Classification	Sand
Strength (tsf)	— psf
Dry Density	97.8 pcf
Wet Density	127.5 pcf
Moisture	30.4 %
Pass No. 10	99.7 %
Pass No. 40	94.8 %
Pass No. 200	18.9 %
Sand Content	81.1 %
Silt Content	9.3 %
Clay Content	9.6 %

Hole Number	T11
Station	24+85
Depth	22.8 ft
Soil Color	Gray
Classification	Clay
Strength (tsf)	3.5+ psf
Dry Density	96.9 pcf
Wet Density	126.6 pcf
Moisture	30.6 %
Pass No. 10	99.8 %
Pass No. 40	99.1 %
Pass No. 200	98.8 %
Sand Content	1.2 %
Silt Content	41.0 %
Clay Content	57.8 %

Hole Number	T12
Station	25+00
Depth	37.8 ft
Soil Color	Gray
Classification	Clay
Strength (tsf)	4.5+ psf
Dry Density	117.3 pcf
Wet Density	153.5 pcf
Moisture	30.9 %
Pass No. 10	99.8 %
Pass No. 40	99.6 %
Pass No. 200	99.5 %
Sand Content	0.5 %
Silt Content	59.5 %
Clay Content	39.9 %



Pierre Shale is a marine shale with a textural classification that varies from silt-clay to clay-silt. Color varies from buff gray to black. The formation may contain concretion zones that are normally thin but occasionally are massive. These zones may be considered hard and dense. Thin zones may be present that are cemented resulting in claystone or siltstone seams. Bentonite zones may be encountered but are normally less than one half inch thick. Nonweathered Pierre Shale is considered to be "Soft Rock".

STATE OF	PROJECT	SHEET NO.	TOTAL SHEETS
S.D.			

The Geotechnical Engineering Activity has on file all of the boring logs for this project. These logs and additional results of laboratory test, if any, are available for review at the Central Office in Pierre.

LEGEND

Auger Test | Water | Penetration Test
Drive Test | Caved | Sample Zone

Drive test are conducted by dropping a 480 pound hammer 30 inches to drive a 2⅛ inch drill stem with attached retractable plug sampler for taking samples and to measure the resistance to penetration of the soil.

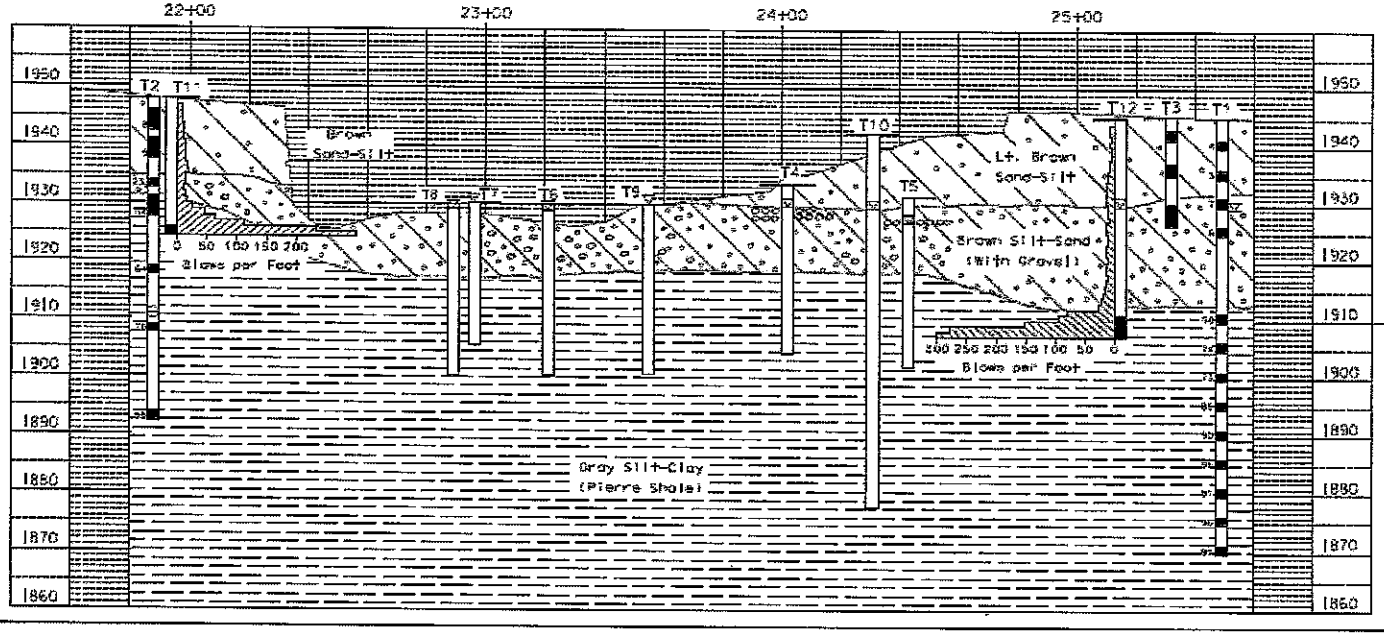
Auger holes are drilled with a 4½ inch diameter continuous flight auger. Penetration and Push Test holes are drilled with a 6¾ inch diameter hollow stem auger. Push core samples are obtained by hydraulically ramming a 2 foot long lined split spoon sampler into the soil to obtain 2 inch nominal diameter soil samples.

* Values represent uncorrected "N" values from Penetration Test.

Sample Zone 48 Blows Per Foot

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.

Bore holes on profile are moved slightly for clarity



GROUND WATER ELEVATIONS

as of December 2012

T1	(Caved) 1931.3
T2	(Caved) 1910.9
T3	Dry
T4	1928.7
T5	1926.9
T6	1928.9
T7	1930.2
T8	1929.3
T9	1930.0
T10	1929.3
T11	Dry
T12	1929.8

MEASURED SKIN FRICTION

	Elev	psf
T11	1924.0	2,195
T12	1907.3	1,214

BRO 6048(03) MELLETTE COUNTY PCN 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	DRAWN BY	CHECKED BY	APPROVED
	MK	JW	BRIDGE ENGINEER

PLOTTED FROM - TM:\B174

FILE - ...\SUBSURFACE PROFILE\SPSP01.DGN

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	Reimburseable 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	Reimburseable Portion This Invoice	Reimburseable Portion(s) Previously Billed	Grant Funds 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:		**FINAL BILLING**
Doug Kinniburgh SD DOT-LGA 700 E Broadway Ave Pierre, SD 57501		***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.)***

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		$0.00

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:		FINAL BILLING
Doug Kinniburgh SD DOT-LGA 700 E Broadway Ave Pierre, SD 57501		*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.)*

EXHIBIT D

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).

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