

**Apportionment of Highway Infrastructure Program Funds pursuant to the Department of  
Transportation Appropriations Act, 2019  
FACT SHEET**

- Funds were set aside for the Bridge Replacement and Rehabilitation Program.
- Available to states for which the percentage of total deck area of bridges classified as in poor condition is at least 7.5 percent as determined based on the National Bridge Inventory as of December 31, 2017. South Dakota was one of 19 states to meet these criteria.
- South Dakota received \$20,786,208 to be used for the replacement or rehabilitation of bridges listed in poor condition.
- State – 250,664 sq ft of deck area in poor condition (16.7%)
- Local – 1,244,743 sq ft of deck area in poor condition (83.3%)

Local share based on split:

- ✓ \$3.473 million – State
  - ✓ \$17.313 million - Local
- State will convert local share to State Highway Funds and distribute funds to counties and cities on a pro-rata basis based on the percentage of deck area in poor condition as reported on the National Bridge Inventory as of December 31, 2017.
  - State will transfer funds to the counties and cities who have bridges listed in poor condition and they will only spend the funds on the following eligible expenditures through an agreement:
    - ✓ Bridge replacement, rehabilitation or preservation on those bridges listed in poor condition
    - ✓ Funding match to Federal Emergency Management Agency (FEMA) funds on those bridges listed in poor condition
    - ✓ Funding match for a Bridge Improvement Grant (BIG) on those bridges listed in poor condition
    - ✓ Funding match for Emergency Relief (ER) program funds on those bridges listed in poor condition
  - County or city will submit an estimate of the bridges they plan to work on and send an annual report by January 31<sup>st</sup> of each year to Cody Axlund, Local Government Assistance, 700 E. Broadway Ave., Pierre, SD 57501 or email to [Cody.Axlund@state.sd.us](mailto:Cody.Axlund@state.sd.us)
  - County or city will have 3 years in which to expend the funds. If the funds are not expended in that timeframe, the remaining funds will be returned to the State.
  - County or city will keep detailed records, accounts, invoices, and supporting documents pertaining to all costs paid for with the funds and allow the State to have access to and right to examine them.

STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
FUNDING AGREEMENT

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and Lawrence County, South Dakota, referred to in this Agreement as the "COUNTY."

**BACKGROUND:**

1. The STATE received an apportionment of Highway Infrastructure Program funds pursuant to the Department of Transportation Appropriations Act, 2019, title I of division G, Pub. L. 116-6, for bridge replacement and rehabilitation. The STATE will convert these funds into State Highway Funds and distribute these funds on a pro-rata basis based on the percentage of deck area the local governmental agencies have classified as in poor condition as reported in the National Bridge Inspection Program as of December 31, 2017.
2. The COUNTY wants to accept the COUNTY'S share of the funds to be used strictly for the replacement or rehabilitation of bridge(s) identified in poor condition and listed on the attached **Exhibit A**.

**THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:**

1. The STATE will transfer eighty-seven thousand seven hundred twenty-three dollars and forty cents (\$87,723.40) to the COUNTY for the COUNTY'S use to replace or rehabilitate bridges classified as in poor condition and listed on **Exhibit A**, attached to and incorporated in this Agreement.
2. The COUNTY may request amendments to bridges classified in poor condition as noted in **Exhibit A** by submitting a bridge inspection report classifying the bridge to be in poor condition if the inspection is completed by a licensed professional engineer who is prequalified for bridge inspection work by the STATE.
3. The COUNTY will accept the funding identified in Paragraph 1 of this Agreement and will only spend the funds on the following eligible expenditures:
  - A. Bridge structure replacement, rehabilitation, or preservation on those bridges identified in **Exhibit A**.
  - B. Funding match to Federal Emergency Management Agency (FEMA) funds on those bridges identified in **Exhibit A**.
  - C. Funding match for a Bridge Improvement Grant (BIG) on those bridges identified in **Exhibit A**.
  - D. Funding match for Emergency Relief (ER) program funds on those bridges identified in **Exhibit A**.
4. The COUNTY must submit an estimate of the bridges they plan to work on and file an annual report with the STATE on the progress of the bridges and expenditures. The COUNTY will send annual reports by January 31<sup>st</sup> of each year to Cody Axlund, South Dakota Department of Transportation, Local Government Assistance, 700 East Broadway Avenue, Pierre, South Dakota 57501, 605-773-3390, Cody.Axlund@state.sd.us.
5. If the funding transferred to the COUNTY under this Agreement is not expended by the COUNTY in three (3) years from the date of transfer of the funds, the COUNTY will return the funding to the STATE. In lieu of the COUNTY reimbursing the STATE for the unexpended funds, the COUNTY may elect to deduct the amount from the COUNTY'S annual Surface Transportation Program ("STP") funding allocation.
6. The funds shall be administered as if apportioned under chapter 1 of title 23, U.S.C.

7. The COUNTY will keep detailed records, accounts, invoices, and supporting documents pertaining to all costs paid for with the funds under this Agreement. Upon reasonable notice, the COUNTY will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, accounts, invoices, and supporting documents pertaining to all costs paid for with these funds.
8. 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.
9. If the COUNTY breaches any of the terms or conditions of this Agreement, the STATE may terminate this Agreement at any time with or without notice.
10. 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 performing services under this Agreement. This section does not require the COUNTY to be responsible for or defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents, or employees.
11. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
12. The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission minutes or resolution authorizing the execution of this Agreement by the Chairperson as the COUNTY'S authorized representative is attached to this Agreement as **Exhibit B**.

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.

<p>Lawrence County, South Dakota</p> <p>By: _____</p> <p>Its: County Commission Chairperson</p> <p>Date: _____</p> <p>Attest:</p> <p>_____</p> <p>County Auditor/Clerk</p> <p>(COUNTY SEAL)</p>	<p>State of South Dakota Department of Transportation</p> <p>By: _____</p> <p>Its: Secretary</p> <p>Date: _____</p> <p>Approved as to Form:</p> <p>_____</p> <p>Special Assistant Attorney General</p>
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**Exhibit A**

**Lawrence County  
Structures in Poor Condition as determined from 2017 NBI Data**

**Str. No. 41-212-091**

**Str. No. 41-110-008**



Allan Bonnema &lt;abonnema@lawrence.sd.us&gt;

## 2019 Highway Infrastructure Program Fund Allocation - Bridge Replacement and Rehabilitation Program - Lawrence County

1 message

Williams, Tammy &lt;Tammy.Williams@state.sd.us&gt;

Fri, Jun 14, 2019 at 3:01 PM

To: "abonnema@lawrence.sd.us" &lt;abonnema@lawrence.sd.us&gt;, "auditor@lawrence.sd.us" &lt;auditor@lawrence.sd.us&gt;

Cc: "Williams, Tammy" &lt;Tammy.Williams@state.sd.us&gt;

Good afternoon,

South Dakota has received funding based on the percentage of total deck area of bridges classified in **poor** condition through the 2019 Highway Infrastructure Program Funding Allocation - Bridge Replacement and Rehabilitation Program. Attached is a Fact Sheet explaining the distribution of funds to counties and cities which have bridges listed in poor condition.

The statewide local share of the funding allocation received is \$17.313 million. There are 62 counties and 22 cities and towns across South Dakota that will be receiving funds. The state will convert the local share to State Highway Funds and distribute funds to counties and cities on a pro-rata basis based on the percentage of deck area in poor condition as reported on the National Bridge Inventory as of December 31, 2017.

With the potential damage to bridges many have had this spring due to flooding, eligible expenditures of the funds will be allowed on the following through the attached agreement:

- ✓ Bridge replacement, rehabilitation or preservation on those bridges listed in poor condition
- ✓ Funding match to Federal Emergency Management Agency (FEMA) funds on those bridges listed in poor condition
- ✓ Funding match for a Bridge Improvement Grant (BIG) on those bridges listed in poor condition
- ✓ Funding match for Emergency Relief (ER) program funds on those bridges listed in poor condition

Distribution amount: **\$87,723.40**

Attached is the agreement as well as Exhibit A which lists the structures listed in poor condition as of December 31, 2017. Please make 2 copies of the agreement and have signed. Return the signed agreements along with meeting minutes or resolution authorizing execution of the agreement and County's authorized representative to:

Tammy Williams

SDDOT Administration Program Manager

700 E. Broadway Ave.

Pierre, SD 57501

*Funds will be distributed when agreements are signed and executed.*

*If you have any questions, please let me know.*

*Tammy Williams, PE*

*SDDPT Planning and Engineering*

*Administration Program Manager*


*(605)773-8149*

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**3 attachments**

 **Fact Sheet.docx**  
15K

 **Lawrence.docx**  
29K

 **Lawrence County - Exhibit A.docx**  
13K