

APPLE SPRINGS ROAD DISTRICT
ORDINANCE NUMBER 2012-10-R

AN ORDINANCE TO REGULATE THE USE OF ROAD SYSTEM AS HAUL ROAD

WHEREAS, it shall be unlawful for any association, corporation, firm, partnership, or person to haul abnormal volumes of loads in which potential damage to the road may occur, over or across any Apple Springs Road District road system or right-of-way without first completing and signing a restoration agreement as provided for in the attached (EXHIBIT A-10-R) and agreeing to the following, and;

WHEREAS, prior to the issuance of any permit, a cash or surety bond must be posted with Apple Springs Road District in the sum of five thousand dollars (\$5,000.00) for faithful performance of all requirements of this permit including full restoration of the premises upon completion of the project and for repayment to the District for all damages which may occur as a result of the haul project authorized by this permit. Said cash or surety shall remain in place and be warranted to Apple Springs Road District for not less than _____ () years after completion of the haul project permitted herein unless officially cancelled, in writing, by Apple Springs Road District prior to that date, and;

WHEREAS, haul project shall be completed as provided in the application in order to limit inconvenience to the public. At the completion of the haul project permitted herein, the public road or right-of-way shall be restored to its original condition as accepted by the District, and;

WHEREAS, the haul project shall be performed in such a manner as not to permit any settling, erosion, or other damages to the public road or right-of-way. In the event of any damage occurring to the road or right-of-way, the Apple Springs Road District Board of Trustees will send a notice by certified or registered mail to the person, firm, or corporation having obtained the permit for said haul project. The permittee will have thirty (30) days upon receipt of the notification to correct the deficiencies or the District shall cause to have the work done. If the District must cause to have the work done, the permittee shall surrender its bond to cover the costs to the District and shall be assessed an additional fee equal to any balance remaining to complete the work. This assessment shall be paid prior to issuance of any additional permits and in no case later than thirty (30) days after receipt of a balance due, and;

WHEREAS, the individual or entity hauling material shall be responsible for any and all safety/work zone signs, which shall meet the requirements of the Manual on Uniform Traffic Control Devices, and;

WHEREAS, the Road District, or their representative, shall be permitted to make investigations of the haul project in progress and require such changes in procedure as may be deemed necessary to comply with this Ordinance and to best serve the interests of the District and the public, and;

WHEREAS, any speed limits, vehicle weight limits, and any other vehicle or traffic regulations on District roads may be enforced by any law enforcement officer, and;

WHEREAS, in addition to any other penalty authorized by State law or County Ordinance, each violation of this ordinance subjects the individual to a fine of five-hundred (\$500.00), and;

THEREFORE BE IT RESOLVED that the Apple Springs Road District Board of Trustees adopt the foregoing ordinance. Dated this day of 2012.

APPLE SPRINGS ROAD DISTRICT BOARD OF TRUSTEES

ATTEST:

First Reading:
Second Reading:
Date Published:
Date Effective:

--- DRAFT ---
EXHIBIT A-10-R
(Ref: Ord No. 2012-010-R)

APPLICATION AND AGREEMENT FOR USE AND RESTORATION OF HAUL ROAD

Agreement No: _____ Dated: _____

PURPOSE: Agreement for a particular or unexpected use of a Apple Springs District Road for hauling abnormal volumes of loads during a prolonged period of time in which potential damage to the road may occur. This agreement may be mailed, or hand delivered to the Apple Springs Road District Roadway Board of Trustees.

WHEREAS, _____ (hereinafter referred to as Permittee) has requested authorization to use Apple Springs District road(s) _____ to haul equipment and/or materials as set forth in the attached inspection report for a period not to exceed _____ days within the hours of _____ AM and _____ PM. Start Date: _____ Finish Date: _____

WHEREAS, the scope of haul project is as follows: (include; type of haul material, number & weight of load, hours of operation, etc.) _____

_____, and;

WHEREAS, in order to complete said project it may become necessary for the contractor to utilize a portion of the Apple Springs District Road System for the conveyance of construction equipment and materials, and;

WHEREAS, the Permittee will restore that portion of said roadway system, after it has been used to convey construction equipment and materials, to the condition which existed immediately prior to its use, and;

WHEREAS, the Permittee agrees to maintain said roadway in a safe condition satisfactory to the Apple Springs District Board of Trustees. Maintenance of gravel roads shall include dust control, blading, and gravel replacement as so determined. Maintenance of asphalt roads shall include repairing of road surface defects, deformities, and any other asphalt failures. All signing as determined shall be in accordance with the Manual of Uniform Traffic Control Devices, and;

WHEREAS, the Permittee agrees, the road, right-of-way and areas occupied by the Permittee in connection with the hauling of material shall be cleaned of rubbish, excess materials, temporary structures, signage, and equipment; and the work left in an acceptable condition, and;

WHEREAS, the Permittee agrees, shall comply with weight limitations established by South Dakota Codified Laws 32-22-16, 32-22-21 and any special weight limitations imposed by the District Ordinance, and;

WHEREAS, an Apple Springs Road District Haul Road Inspection report of the proposed route to be so utilized will be made, preferably not to exceed thirty days prior to and after expected initiation to its stated use, at which time the inspector will determine and record the existing condition of the haul road, including the type, thickness and width of surfacing material in place, and;

WHEREAS, authorized representatives of the Apple Springs Road District and the Permittee, after making said inspection and recording the existing condition of the haul road, shall all sign the initial inspection report, agreeing to the conditions stated therein, and;

WHEREAS, to off set the expense of Haul Road Inspection Report, the fee is set one-hundred (\$100.00) dollars per required inspection, and;

WHEREAS, if the Permittee fails to comply with District notice of agreement noncompliance within 72 hours after receipt of said notice, the District will proceed to maintain the damaged road and the entire cost of this maintenance in addition to any other penalty authorized by State law will become due the Permittee, and;

WHEREAS, if these costs and expenses are not paid to the Apple Springs District Treasurer by the 31st of the following month of the completion of said maintenance to District roads, the sum will be extended in a lean against the landowner of the described property and/or violator of this provision, and;

NOW THEREFORE, the parties hereto agree as follows: That the portion of the Apple Springs District Road System as shown above, is maintained by Apple Springs Road District and is that portion which is proposed for use as a haul road, and that, after use of said roadway as a haul road for the purposes herein set forth, the Permittee hereby agrees to restore, to the satisfaction of the Apple Springs District Road District said roadway to its existing condition, as reported in the Haul Road Inspection Report in accordance with measurements and observations of the inspection party at time of inspection, and;

IN WITNESS WHEREOF, the said parties hereto have caused this agreement to be signed by their respective and duly authorized officers.

Application Date: _____

Permittee Name: _____

By: _____
Representative Signature

Title: _____

Address: _____

Phone Number: _____

Other: _____

--- DRAFT ---

**TO BE COMPLETED BY APPLE SPRINGS
ROAD DISTRICT PRIOR TO APPROVAL**

Initial Inspection Report: Date:

By:

Remarks: _____

APPLE SPRINGS ROAD DISTRICT APPROVAL

Apple Springs Road District Representative

Approved this date

**TO BE COMPLETED BY APPLE SPRINGS ROAD DISTRICT
PRIOR TO RELEASE OF ANY CASH OR SERENITY BOND**

Final Inspection Report: Date:

By:

Remarks: _____

Apple Springs Road District Representative

Approved this date

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**APPLE SPRINGS ROAD DISTRICT
HAUL ROAD INSPECTION REPORT (HRI)**
(Ref: EXHIBIT A-10-R, Ord No.2012-010-R)

Agreement No: _____ Dated: _____ Application Date: _____

Permittee Name: _____ Title: _____

Address: _____

Phone: _____ Email: _____ Other: _____

Initial Inspection: _____ Final Inspection: _____ Inspection Date: _____

Inspection Completed by: _____ Address: _____

Phone: _____ Email: _____ Other: _____

Road (route) Inspected: _____

Surface Material: 1-Asphalt _____ 2-Gravel _____ 3-Dirt _____ 4-Other _____

Thickness _____, width _____ of surface material in place

Haul Material Type: Equipment _____ Gravel _____ Dirt _____ Rock _____ Other _____

State type of haul equipment, i.e. trailer, truck, other: _____

Weight per load, per type: _____

Number of hauls, per type: _____

Additional Haul Information: _____

State Existing Condition of Haul Road:

1. Width, depth length and location of cracks, settling, depressions, and other damage.
2. Description & location of each, i.e.: *Example: #2 -Crack; Apple Springs, north side, 300' north of intersection of Stagecoach Trail, 16' long, 3/4" wide crack, through entire depth of asphalt. #3 -Depression; Stagecoach Trail, 20' north of east side fire hydrant, 2.5' x 16' deprssion, 2" deep entire length at center*
3. Take pictures of area in question and provide sketch etc.

