



# CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-5035

## Growth Management Department

300 Sixth Street

Bob Dominicak, Project Manager, DSCC  
Growth Management Department  
city web: [www.rcgov.org](http://www.rcgov.org)

Phone: 605-394-4157  
Fax: 605-394-6636  
e-mail: [bob.dominicak@rcgov.org](mailto:bob.dominicak@rcgov.org)

### MEMORANDUM

TO: Public Works Committee

CC: Marcia Elkins – Growth Management Director

FROM: Bob Dominicak, Development Services Center Coordinator

DATE: July 27, 2006

RE: Water Main & Sanitary Sewer Crossing DM&E Railroad

During the Relocation of Eglin Street by SDDOT, there is water main and sanitary sewer main being constructed at the same time as the road construction. The water main and sewer main will cross the railroad right-of-way. The plans for this construction have been approved. These crossings will be bored under the railroad, requiring permission from the DM&E Railroad. Attached are the application and the Licenses Agreements requiring the Mayor and Finance Officer's signature. There is no fee for these licenses.

**Staff Recommendation: Staff recommends approval of the request for authorization for the Mayor and Finance Officer to sign the applications and agreements.**

Robert H. Dominicak, P.E./L.S.  
Development Services Center Coordinator



EQUAL OPPORTUNITY EMPLOYER

PIPELINE APPLICATION: DAKOTA, MINNESOTA & EASTERN RAILROAD CORPORATION

Application to the Iowa, Chicago & Eastern Railroad Corporation for permission to construct and maintain a pipeline on the right-of-way of the Railroad Corporation. **PLEASE FILL OUT ALL QUESTIONS.**

1. \* Full legal name of applicant: CITY OF RAPID CITY, PUBLIC WORKS  
(as it should appear on license)
2. Mailing address & telephone number: 300 SIXTH ST., RAPID CITY, SD 57701
3. Check one: ( ) Individual ( ) Partnership ( ) Corporation () Municipality
- 3A. Incorporated in State of SOUTH DAKOTA have Corporation Seal ( ) Yes ( ) No
- 3B. Name and address of each partner: N/A

4. Location of pipeline: RAPID CITY, SD SECTION 28 & 33, T2N, R8E  
(nearest city, or county, section, township & range)

4A. Distance from fixed orientation point on railway, i.e., culvert, section line, center of street crossing, etc.: PROPOSED UTILITY CROSSING IS LOCATED APPROXIMATELY 2300' WEST OF ELK VALE ROAD BRIDGE  
(Transportation Company does not allow placement through our bridge structure)

<u>Furnish following construction details:</u>	<u>Carrier Pipe</u>	<u>Casing Pipe</u>
5. Contents to be handled	<u>WATER</u>	_____
6. Maximum operating pressure	<u>100 PSI</u>	_____
7. Inside diameter	<u>12-INCH</u>	<u>24-INCH</u>
8. Outside diameter joints or couplings	<u>1 3/4-INCH</u>	_____
9. Wall thickness	<u>0.733-INCH</u>	<u>0.5-INCH</u>
10. Material and type of pipe	<u>PVC C-900</u>	<u>STEEL</u>
11. Specification and grade or class pipe	<u>CL 150</u>	_____
12. Minimum yield point of material	_____	_____
13. Process and/or name of manufacturer	<u>DIAMOND PLASTICS</u>	_____
14. Type of joints	<u>GASKETED BELL/SPIGOT</u>	_____
15. Length of casing pipe:	<u>65 - FT</u>	

- 16. Will casing pipe be vented? No Size: \_\_\_\_\_
- 17. Will casing pipe be cathodically protected? IF REQUIRED
- 18. Will casing pipe have a protective coating? IF REQUIRED
- 19. Protection at ends of casing: Both ends  One end \_\_\_\_\_ Type RUBBER END SEAL
- 20. Direction of flow and grade: SOUTH TO NORTH @ 0.4% SLOPE
- 21. Method of installation: TACK & BORE
- 22. Depth from base of rail to top of casing: APPROXIMATELY 9 FT  
(5 1/2 ft. minimum required)
- 23. General depth of Railway property: \_\_\_\_\_
- 24. Depth in ditch area: 3 FT TO EXISTING CONDITIONS
- 25. Applicant to furnish two (2) copies of fully dimensioned construction print or sketch indicating location, full specifications, clearances, and cross section along pipeline showing relation to actual profile of ground and tracks.
- 26. Furnish license preparation fee (\$300.00 minimum fee).
- 27. If application is granted, the undersigned agrees to execute the Transportation Company's standard form of license when submitted, and to observe all the terms and conditions thereof:

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

- 28. Remarks: REQUEST TO INSTALL A UTILITY CROSSING UNDER THE RAIL SYSTEM AND ACROSS THE RR ROW. PIPE TO BE INSTALLED BY ZANDOSTRA CONST./MAINLIN CONTRACTING AS PART OF EGLIN ST. REALIGNMENT PROJECT.
- 29. Sealed Bulkheads? N/A Both Ends? \_\_\_\_\_

Please send application, map(s) and application fee to:

DM&E Railroad  
 Attn: Real Estate Department  
 PO Box 1260  
 Sioux Falls, SD 57101

Call the Real Estate Department @ 605-782-1556 with any questions.

## LICENSE AGREEMENT #071606

**DAKOTA, MINNESOTA & EASTERN RAILROAD CORPORATION**, hereinafter referred to as "Company", hereby licenses **CITY OF RAPID CITY**, hereinafter referred to as "Licensee", subject to the terms and conditions hereinafter set forth, to construct, install, maintain and use an underground 12" water pipe hereinafter referred to as "Facility", upon and across the right-of-way and property and under or over the tracks of the Company near MP 645.8, 29'8" W of Eglin St. Centerline, Rapid City, SD, pursuant to request of the Licensee and in accordance with the plan and in the location shown in yellow on map dated July 21, 2006, attached hereto, made a part hereof, for the sole purpose of supplying water.

The Company may, at its option and without liability to the Licensee, revoke this license at any time by giving written notice thereof to the Licensee if the Licensee shall violate or breach any of the following terms and conditions:

1. The Licensee will procure all necessary public authority for the construction, installation, maintenance and use of said Facility and use said Facility in conformity with all requirements of public authority.
2. The Licensee will pay all taxes and assessments that may be levied or assessed against said Facility.
- 3(a). Said Facility shall be constructed, installed and maintained by and at the expense of the Licensee, in a manner satisfactory to the Company.
- 3(b). The Company shall have the right at any time to judge the necessity of repairs to said Facility. The Licensee will, within ten (10) days after written notice, make all necessary repairs at its expense.
- 3(c). If, at any time the Company judges it necessary to change the location, elevation or method of construction or installation of said Facility, the Licensee will do so at its sole expense.
4. Licensee installed this water line at an 8' depth prior to the agreement being executed. The Company will assume no liability if this waterline is struck in the installation of the foundation for grade crossing warning devices.
5. Right of entry will be granted by the Company's representative upon request from the Licensee or its contractor after the Company has received a copy of the Railroad Protective Liability Insurance Certificate from the Licensee or its contractor and has notified the Licensee or its contractor of approval for said insurance. Said insurance limits shall be \$6,000,000.00 aggregate limit and \$2,000,000.00 each occurrence.
6. The Licensee agrees to pay the Company \$15.00 per protective train order, per day, issued by Company, for each train passing through or affected by said construction area when work performed by Licensee or its contractor is within scope stated herewith:
  - A. Men, equipment, material, structures or any other obstructions are placed within 25 feet laterally of the centerline of track;
  - B. Men, equipment, material, structures or any other obstructions working or placed at any distance vertically from top of rail of said track, within 50 feet laterally of the centerline of said track;
  - C. Protective train orders shall be issued until completion of construction to the satisfaction of Company's Engineering Department.

- D. Work outside of 25 feet from track centerline will be covered by protective train order.
7. The Licensee or its contractor agrees to pay the Company the actual costs of flagging services work performed by the Company in manner stated herewith:
- A. Flagging services performed per day - \$300.00 or actual expenses, incurred by Licensee;
  - B. Flagging services required when men, equipment, material, structures or any other obstructions are placed within 25 feet laterally of the centerline of track;
  - C. Flagging services required when men, equipment, material, structures or any other obstructions are working or placed at any distance vertically from top of rail of said track within 50 feet laterally of the centerline of said track; and
  - D. Flagging services are required on days of active construction by Industry or others at said location.
8. The Licensee or its contractor agrees to notify the Engineering Department of the Company (605-782-1551) 48 hours prior to commencing any work on Company right-of-way.
9. In case of an emergency call 1-800-658-3551. A copy of this agreement must be in the contractor's possession while performing work on job site and the contractor must be prepared to produce it upon proper demand. No work will be permitted if a copy is not available upon demand.
10. The Licensee assumes and agrees to protect, indemnify and hold harmless the Company, its officers, agents, employees, invitees and other licensees, from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property whatsoever or injury to or death of any person whomsoever, from any cause whatsoever, arising or growing direct or indirectly out of said Facility.
11. This License is personal to the Licensee and is not assignable or transferable without the written consent of the Company.
12. For the privileges herein permitted, the Licensee shall pay to the Company a onetime fee of Zero Dollars and no/100 (\$0.00). This facility is installed in public right of way.

IN WITNESS WHEREOF, this instrument is executed at Sioux Falls, South Dakota this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

DAKOTA, MINNESOTA & EASTERN  
RAILROAD CORPORATION

By: \_\_\_\_\_  
VP of Engineering & Chief Engineer

The undersigned, the Licensee mentioned in the foregoing License, ACCEPTS the same subject to the terms and conditions therein stated.

ATTEST:

CITY OF RAPID CITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

  
\_\_\_\_\_  
Attorney

7-26-06  
Date

**DAKOTA, MINNESOTA &  
EASTERN RAILROAD**  
SIOUX FALLS, S.D.

**LOCATION:** Rapid City, SD

License Agreement #071606  
**CITY OF RAPID CITY**  
MP 645.8 – 29'8" W of Eglin St.  
Centerline – 12" underground water  
line

**DATE:** 07-21-06 **SCALE:** 1"=400'

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3. Check one: ( ) Individual ( ) Partnership ( ) Corporation (x) Municipality

3A. Incorporated in State of SOUTH DAKOTA have Corporation Seal ( ) Yes ( ) No

3B. Name and address of each partner: N/A

4. Location of pipeline: RAPID CITY, SD, SECTION 28 & 33, T2N, R8E  
(nearest city, or county, section, township & range)

4A. Distance from fixed orientation point on railway, i.e., culvert, section line, center of street crossing, etc.: PROPOSED UTILITY CROSSING IS LOCATED APPROXIMATELY 2300' WEST OF ELK VALE ROAD BRIDGE  
(Transportation Company does not allow placement through our bridge structure)

*DD*  
7/27/06

Furnish following construction details: Carrier Pipe Casing Pipe

- |   |                                |                |
|---|--------------------------------|----------------|
| 5. Contents to be handled                 | <u>GRAVITY FLOW WASTEWATER</u> | _____          |
| 6. Maximum operating pressure             | <u>GRAVITY FLOW</u>            | _____          |
| 7. Inside diameter                        | <u>12-INCH</u>                 | <u>24-INCH</u> |
| 8. Outside diameter joints or couplings   | <u>14 5/8 INCH</u>             | _____          |
| 9. Wall thickness                         | <u>0.481 INCH</u>              | _____          |
| 10. Material and type of pipe             | <u>PVC SDR 35</u>              | _____          |
| 11. Specification and grade or class pipe | _____                          | _____          |
| 12. Minimum yield point of material       | _____                          | _____          |
| 13. Process and/or name of manufacturer   | <u>DIAMOND PLASTICS</u>        | _____          |
| 14. Type of joints                        | <u>GASKETED BELL/SPIGOT</u>    | _____          |
| 15. Length of casing pipe:                | <u>65 FT</u>                   | _____          |

\* APPLICATION PREPARED BY DREAM DESIGN INTERNATIONAL, INC. (605) 348-0538



16. Will casing pipe be vented? NO Size: \_\_\_\_\_
17. Will casing pipe be cathodically protected? IF REQUIRED
18. Will casing pipe have a protective coating? IF REQUIRED
19. Protection at ends of casing: Both ends  One end \_\_\_\_\_ Type \_\_\_\_\_
20. Direction of flow and grade: SOUTH TO NORTH @ 0.8%
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The Company may, at its option and without liability to the Licensee, revoke this license at any time by giving written notice thereof to the Licensee if the Licensee shall violate or breach any of the following terms and conditions:

1. The Licensee will procure all necessary public authority for the construction, installation, maintenance and use of said Facility and use said Facility in conformity with all requirements of public authority.
2. The Licensee will pay all taxes and assessments that may be levied or assessed against said Facility.
- 3(a). Said Facility shall be constructed, installed and maintained by and at the expense of the Licensee, in a manner satisfactory to the Company.
- 3(b). The Company shall have the right at any time to judge the necessity of repairs to said Facility. The Licensee will, within ten (10) days after written notice, make all necessary repairs at its expense.
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4. Right of entry will be granted by the Company's representative upon request from the Licensee or its contractor after the Company has received a copy of the Railroad Protective Liability Insurance Certificate from the Licensee or its contractor and has notified the Licensee or its contractor of approval for said insurance. Said insurance limits shall be \$6,000,000.00 aggregate limit and \$2,000,000.00 each occurrence.
5. The Licensee agrees to pay the Company \$15.00 per protective train order, per day, issued by Company, for each train passing through or affected by said construction area when work performed by Licensee or its contractor is within scope stated herewith:
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  9. The Licensee assumes and agrees to protect, indemnify and hold harmless the Company, its officers, agents, employees, invitees and other licensees, from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property whatsoever or injury to or death of any person whomsoever, from any cause whatsoever, arising or growing direct or indirectly out of said Facility.
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ATTEST:

DAKOTA, MINNESOTA & EASTERN  
RAILROAD CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_  
VP of Engineering & Chief Engineer

The undersigned, the Licensee mentioned in the foregoing License, ACCEPTS the same subject to the terms and conditions therein stated.

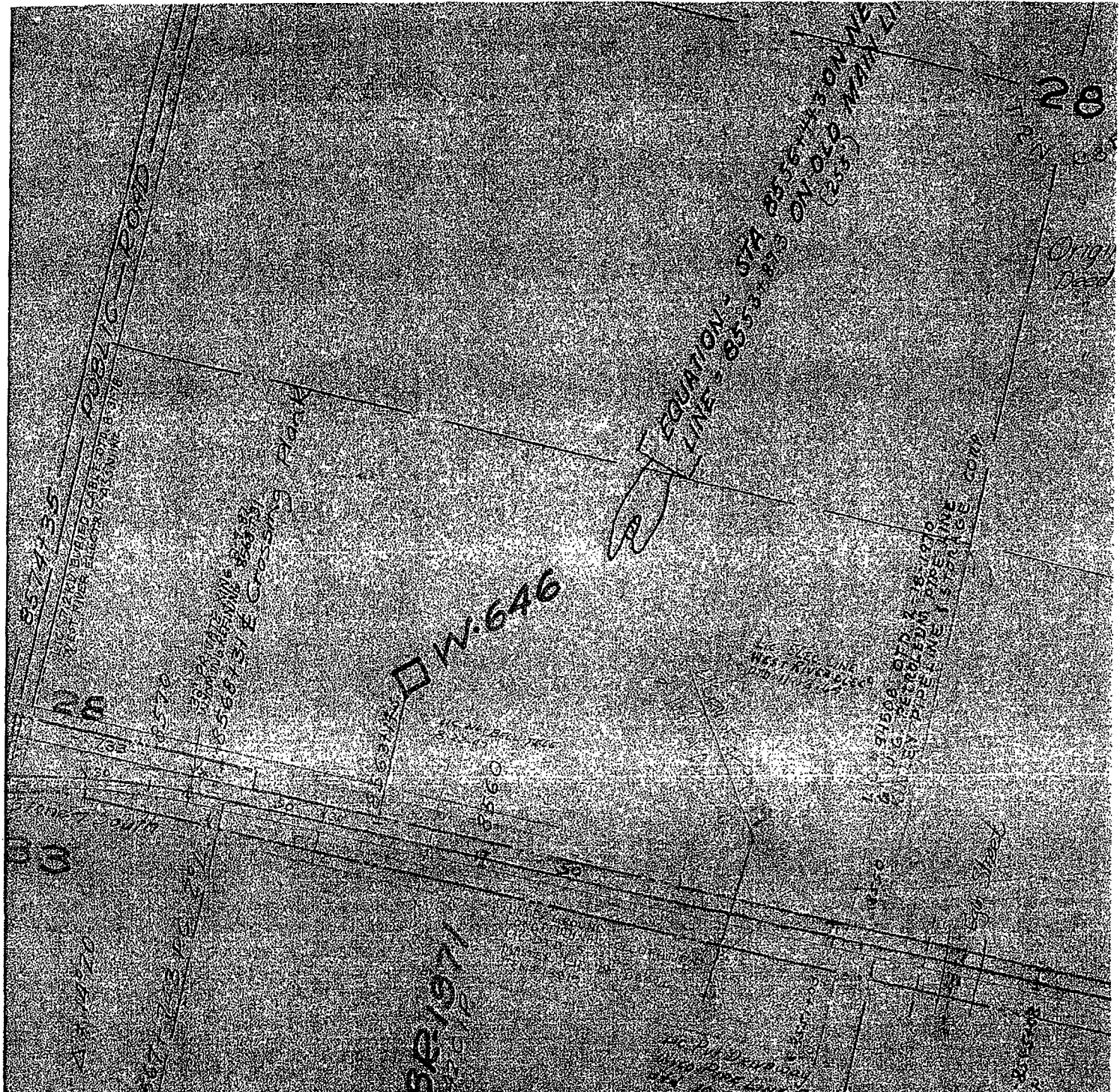
ATTEST:

CITY OF RAPID CITY

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*JA*  
7-26-06



**DAKOTA, MINNESOTA &  
EASTERN RAILROAD**  
SIOUX FALLS, S.D.

LOCATION: Rapid City, SD

License Agreement #072006  
CITY OF RAPID CITY  
MP 645.8 – 14' W of Eglin St.  
Centerline – 12" underground sewage  
pipe

DATE: 07-21-06 SCALE: 1"=400'