

CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701

Public Works Department **Engineering Services Division**

300 Sixth Street

Telephone: (605) 394-4154 FAX: (605) 355-3083

Web: www.rcgov.org

TO: Public Works Committee

FROM: Brandon Quiett

Engineering Project Engineer

DATE: October 4, 2011

RE: Request to replace stipulation requiring surety for fire sprinkler system with

entering into a "Fire Protection System Agreement" with Rapid City Fire

Department requiring fire sprinkler system.

4536 Cliff Drive and 4548 Cliff Drive

Lots C and D of Lot 4R of Block 15 of Canyon Lake Heights Subdivision Located in SW1/4 of SW1/4, Section 9, T1N, R7E, BHM, Rapid City,

Pennington County, South Dakota.

A request was received in the Public Works Office on September 30, 2011 requesting that the portion of the Preliminary Plat stipulation #1 (approved at the June1, 2009 City Council meeting) be removed, which states:

"In addition, upon submittal of a Final Plat application, surety shall be posted to insure that the residential structures are provided with fire sprinkler protection as per the National Fire Protection Association Code 13D."

As a condition of stipulation removal, the owner shall enter into a "Fire Protection System Agreement" with Rapid City Fire Department and drafted by Rapid City Attorney's Office. This covenant agreement will run with the land, and ensure fire sprinkler suppression installation in future dwellings on Lots C and D.

Background: On March 4, 2010 City of Rapid City received surety for subdivision improvements and an additional \$15,000 to ensure fire sprinkler system installation for future dwellings as required by preliminary plat stipulation #1 (\$5,000 per lot, for 3 lots). This stipulation was included because the subdivided property could not achieve the required fire hydrant flow rates with their onsite private well, and City municipal water is not available within the vicinity.

At present, all subdivision improvements have been completed and a home has been built on Lot B. The home on lot B has installed fire sprinkler suppression and passed inspection conducted by Rapid City Fire Department.

Since the owner cannot predict when the two remaining undeveloped parcels will be sold or when homes will be placed on the parcels, extension of the \$5,000 per lot surety to ensure fire sprinkler suppression of future dwellings may become burdensome on the current owner.



The owner is proposing to let the Letter of Credit securing fire sprinkler systems be returned, contingent upon the entering into a Fire Department covenant agreement for the undeveloped (Lots C and D) to ensure that the future dwellings will have fire sprinkler suppression installed. The covenant agreement would go with the property and would appear on the title for future purchasers.

Staff Recommendation: Staff recommends <u>approval</u> of the request to waive the stipulation requiring that surety be posted for fire sprinkler suppression installation in future dwelling on lots C and D, contingent upon entering into Rapid City Fire Department's "Fire Protection System Agreement" which is a covenant requiring fire sprinkler suppression installation in future dwelling on Lots C and D.



PREPARED BY:

City Attorney's Office

Mary

300 Sixth Street Rapid City, SD 57701 (605) 394-4140

FIRE SUPPRESSION SYSTEM AGREEMENT

	This Fire Suppression System	Agreement	(hereinafter '	'Agreemen	t") is entere	d into this
	day of	_, 2011, by	and between	1 JOYCE	BENNE, (l	nereinafter
"Owne	er"), of 3918 Mary Drive, Rap	oid City, SD	57702, and	the CITY	OF RAPID	CITY, a
South 1	Dakota municipal corporation	(hereinafter	"City"), of 3	00 Sixth S	Street, Rapid	City, SD
57701.						

Owner hereby acknowledges that she owns the property legally described as:

Lots C and D of Lot 4R in Block 15 of Canyon Lake Heights Subdivision in the City of Rapid City, Pennington County, South Dakota, as shown on the plat filed in Plat Book 35, Page 190

commonly known as 4536 and 4548 Cliff Drive, Rapid City, South Dakota.

WHEREAS, it is agreed by both parties that the National Fire Protection Association Code 13D requires any residential structure constructed on the property have an automatic sprinkler system in place; and

WHEREAS, Owner is currently required to provide surety to the City of Rapid City to secure the installation of an automatic sprinkler system in any residential structure built on the property; and

WHEREAS, the surety referenced above was required by the City of Rapid City as a condition of plat approval; and

WHEREAS, Owner acknowledges that the City's allowing this Agreement to replace said surety would benefit Owner; and

WHEREAS, Owner and the City wish to enter into this Agreement whereby Owner, or her successor in interest, agrees to have a fire suppression system installed by a qualified fire suppression contractor in any residential structure built on the property in exchange for releasing the requirement that Owner posts the aforementioned surety. NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed by the parties as follows:

- 1. <u>Installation of Systems</u>. Owner hereby covenants and agrees that she will have an automatic sprinkler fire suppression system installed by a qualified fire suppression contractor in each and every residential structure constructed on the property.
- 2. <u>Maintenance</u>. Owner covenants and agrees to maintain in good repair the fire suppression system and related improvements on the property.
- 3. <u>Inspection</u>. Owner covenants and agrees to arrange for the above-described property to be inspected following the installation of the fire suppression system by a qualified fire suppression system inspector. Owner further covenants and agrees that she shall make the property available upon request to the Rapid City Fire Official or his designee for inspection according to the requirements of the International Fire Code of 2003 as adopted by the City.
- 4. <u>Sale or Transfer</u>. Owner covenants and agrees that should the above-described property be sold, transferred, conveyed or subdivided, installation of a fire suppression system upon development of the property shall be a condition of such sale, transfer conveyance or subdivision.
- 5. <u>Default</u>. If Owner fails to abide by the terms of this Agreement, the City shall have the right, in addition to any other legal or equitable rights it may possess, to enjoin the use of the above-described property until such time as Owner cures the default.
- 6. <u>Covenants Run with the Land</u>. All of the terms and conditions herein set forth are covenants made for the direct benefit of the property that shall run with the land and as such shall extend to, and be binding upon, the heirs, personal representatives, assigns, or successors in interest of Owner. Furthermore, it is agreed that, in accepting title to the above-described property, any grantee, heir, assign, or successor in interest to the undersigned expressly agrees to be bound by the terms of this Agreement.
 - 7. Time of the Essence. Time is of the essence of this Agreement.
- 8. <u>Amendments</u>. This Agreement may only be amended by a written document duly executed by all parties.

- 9. <u>Waivers</u>. The failure by one party to require performance of any provision herein shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 10. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written.
- 11. <u>Counterparts</u>. This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.
- 12. <u>Severability</u>. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
- 13. <u>Headings</u>. The headings and numbering of the different paragraphs of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision.
- 14. <u>Construction and Venue</u>. This Agreement shall be interpreted under the laws of the State of South Dakota. Any litigation under this Agreement shall be resolved in the Circuit Court of Pennington County, State of South Dakota.

[SIGNATURE PAGES FOLLOW]

DATED this	day of	, 2011.
		Joyce Benne
State of South Dakota)		
) ss. County of Pennington)		
personally appeared Joyce	Benne, know t vithin instrume	, 2011, before me, the undersigned officer, o me or satisfactorily proven to be the person whose ant and acknowledged that she executed the same for
IN WITNESS WHEF	REOF, I hereur	nto set my hand and official seal.
My Commission Expires:		Notary Public, South Dakota
(SEAL)		
DATED this	day of	, 2011.
		CITY OF RAPID CITY
		BySam Kooiker, Mayor
ATTEST:		
Finance Officer		
(SEAL)		

State of South Dakota)	
	SS.	
County of Pennington)	
officer, personally appear themselves to be the May municipal corporation, at to do, executed the foreg name of the City of Rapid	red Sam Kooi yor and Finance and that they, a oing instrume d City by then	, 2011, before me, the undersigned ker and Pauline Sumption, who acknowledged be Officer, respectively, of the City of Rapid City, as such Mayor and Finance Officer, being authorized so not for the purposes therein contained by signing the asselves as Mayor and Finance Officer.
		Notary Public, South Dakota
My Commission Expires	•	•
(SEAL)		

PREPARED BY: Cheryl Nankivel First American Title Company 801 Mt. Rushmore Road Ste 100 P.O. Box 8181 Rapid City, SD 57701 (605) 348-4200

(SEAL)

OUIT CLAIM DEED

ANGELA CHARLSON, a married person, Grantor, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, CONVEYS AND QUIT CLAIMS to JOYCE BENNE, Grantee, of 3918 Mary Drive, Rapid City, SD 57702, all interest in the following described real estate in the County of PENNINGTON, in the State of SOUTH DAKOTA:

Lots C and D of Lot 4R in Block 15 of Canyon Lake Heights Subdivision in the City of Rapid City, Pennington County, South Dakota, as shown on the plat filed in Plat Book 35, Page 190.

Grantor hereby covenants and warrants that neither she nor any member of her immediate family has ever used, occupied or claimed the subject premises as a homestead.

Grantor acknowledges that it is the intention of this instrument to convey not only Grantor's entire present interest in the described property, but also any, every and all right, title, and interest after-acquired by Grantor, and Grantor's heirs and assigns, whether through and by operation of law or otherwise.

Dated this 30	day of Sc	ptemson	, 201_	<u>_</u> .
EXEMPT FRO	M TRANSFER FE	E PURSUANT TO SI	ост, 43-4-22	2 (18)
·		Ĺ	GELACHARI	Charles
STATE OF SOUTE	H DAKOTA		ì ss	
COUNTY OF PEN	NINGTON		}	•
On this the	30 day of	Sytus		_, 201, before me, the
				to me or satisfactorily proven
to be the person	whose name is su	bscribed to the within	n instrument :	and acknowledged that he/sh
executed the same	for the purposes t	herein contained.		
In witness who	ereof I hercunto se	et my hand and official	i seal.	272
	**************************************	. Not	агу	

My Commission Expires:

Quiett Brandon

From: Sent:

Sam Benne [Sam@firstamsd.com] Friday, September 30, 2011 4:59 PM

To:

Quiett Brandon

Subject: Attachments: RE: Canyon Lake Heights 20110930152353500.pdf

Memo to City of Rapid City Common Council

Here is the copy of the Deed into Joyce Benne and that is the name the Covenant Agreement should be with. There is presently a couple of Bonds in place to insure that the homes that are built on these lots would be sprinkled. Joyce would like to have an agreement with the City of Rapid City that would allow for the elimination of the Bond and replace it with the covenant Agreement. This agreement can be filed of Public Record and therefore would be disclosed to any Buyer by the Title Work that would be performed for the sale and purchase. Therefore, any new home will have the required sprinkler system.

Please visit our new website: www.firstamsd.com



cest (606) 391-3100



801 Mt. Rushmore Rd, Ste. 100 Rapid City, SD 57701

> phone (605) 348-4200 fax (605) 341-6880

www.firstemed.com sam@firstemed.com

From: Quiett Brandon [mailto:Brandon.Quiett@rcgov.org]

Sent: Friday, September 30, 2011 1:48 PM

To: Sam Benne

Subject: FW: Canyon Lake Heights

One more thing Sam,

Could you also write a quick memo addressed to the common council explaining what we are trying to accomplish? This will be your request to be allowed to replace the requirement to have surety for the fire sprinklers with a covenant on the property requiring fire sprinklers.

Brandon

From: Quiett Brandon

Sent: Friday, September 30, 2011 10:55 AM

To: 'sam@firstamsd.com'

Cc: Nyberg Wade

Subject: Canyon Lake Heights

Good Morning Sam,

SUBDIVISION IMPROVEMENTS ESTIMATE

Plat of: LOTS A THRU D OF LOT 4R OF BLOCK 1 OF SE 1/4 OF SECTION 8 AND IN THE SW 1/4 OF SW Submitted by: MATT BEAINE	IPROVEMEN	TS ESTIMAT	E	
OF SE 1/4 OF SECTION 8 AND IN THE SW 1/4 OF SW Submitted by: MATT BENNE Signed: Wall By:	5 OF CANYON LAK	E HEIGHTS SUBDIV	SION LOCATED III	
Submitted by: MATT BENNE	1/4 OF SECTION 9	, TIN, R7E, B.H.M. RA	APID CITY SOUTH	<u> 1/4 </u>
			. IS CITT, SOUTH DAK	<u>OTA</u>
Double	Date:	6/17/2009		
this estimate shall be attached to and become a part of the part		· · · · · · · · · · · · · · · · · · ·		
This estimate shall be attached to and become a part of the pe two (2) years after the completion of the work listed below, the materials which, in the judgment of the City Engineer, shall be	Moner's letter of cred	it, bond, or other surety i	instrument(a) Duria	
two (2) years after the completion of the work listed below, the materials which, in the judgment of the City Engineer, shall become a part of the City Engineer, shall be warranty period if excessive problems develop during the initial	ome necessary during	all repairs arising out of	defective workmanchin on	od of
3 de l'intitité	~~year perion.	•	es the right to extend the	riot
ATTACH WORK	SHEET AS NE	CESSARY		a .
ITEM	QUANTITY			
Paving	(Units)	UNIT PRICE	ECTIVA	7
odio & Guller			ESTIMATED PRICE \$4,700.00	
Taici Main & Annurton			Ψ+,100.00	4
4 Sanitary Sewer Mains & Appurtenances 5 Storm Sewer & Appurtenances 6 Sidework			\$15,000.00	4
6 Sidewalks		·	\$9,700.00	5,000/201
7 Site Grading				- FIRE SPRINKLER
8 Erosion/Sediment Control				SURETY, LOTS
Sueet Signs				B,c,D.
· ODEILY FILIS				1 6,0,10,
Ao Constructed Plane	- -			LOT 8 15
12 Other (see attached) Subtotal				DEVELOPED AND
TOTAL ESTIMATED OFF	<u> </u>			PASS SPRINKLER
SUBDIVISION INSPECTION FEE (paid sep		·	\$29,400.00	INSPECTION
TO: City Finance Office	parately to City Fin	ance Office)	\$29,400.00 4432.00 \$600	*
A bond in the amount of \$ 29,400.00 improvements shall be posted upon submittal of the final DEVELOPMENT SERVICE CENTER City Finance Office: Bond Record:		stallation of the abov		
Amo	ount Date	Filed or Renewed		
		ned of Kenewed	Expiration Date	
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Development Service Center:				
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Permission is hereby granted to release the bond.				at the state of th
Signed:				
* Inspection fee:		DATE		***************************************
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Covin Inc

2948 Dundee Street Rapid City, SD 57702

Estimate

Date	Estimate #
3/29/2009	100-16

Name / Address

Miracle Place Subdivision
4560 Cliff Dr.
Rapid City SD
57702

Project

Description	Qty	Rate	Total
Power, phone, and gas allowance Install water system to lots A, B, C, and D. 1" K Copper with curb		15,000.00 29,750.00	
stop at each lot install new service from main to 4560 Cliff Dr residence approx. 550'		9,700.00	9,700.00T
build turnaround, install asphalt millings and pack		4,700.00	4,700.00T
	•		

 Subtotal
 \$59,150.00

 Excise Tax (2.41%)
 \$1,425.52

 Total
 \$60,575.52

Phone # 605-390-4812

Bosworth Mary

From:

Matt Benne [mattbenne@hotmail.com]

Sent:

Thursday, June 18, 2009 10:45 AM

To:

Bosworth Mary

Subject:

Re: Subdivision Improvement Estimate

You are correct. That just slipped my mind. Would you like me to send you an updated estimate sheet for \$15,000 for the sprinkler service?

Sent from my Verizon Wireless BlackBerry

----Original Message----

From: Bosworth Mary <Mary.Bosworth@rcgov.org>

Date: Thu, 18 Jun 2009 16:41:28
To: <mattbenne@hotmail.com>
Co: <Vicki.Fisher@rcgov.org>

Subject: RE: Subdivision Improvement Estimate

If you are planning on platting all lots, you will need to submit surety for each home. (Correct Vicki?)

Mary Bosworth, P.E. Growth Management Department 605-394-4157 ext. 216 mary.bosworth@rcgov.org

From: Matt Benne [mailto:mattbenne@hotmail.com]

Sent: Thursday, June 18, 2009 10:39 AM

To: Bosworth Mary

Subject: RE: Subdivision Improvement Estimate

Mary,

The \$5,000 is for the sprinkler system. That is the amount we were told by some contractors would be the approximate amount to sprinkle a 2,000 sq ft home. We were told on the low side \$4000, but do to the unknown date of the construction we estimate the amount to be \$5,000. This information was recieved from Fire Protection Services.

Thanks,

Matt Benne BEK, LLC

DBA: Buffalo Wild Wings

Cell: 605-484-2257 Fax: 605-341-6880

PW101111-08

CITY OF RAPID CITY

300 6th STREET

PHONE 605-394-4143

No. 495999

RAPID CITY, SO. DAKOTA 57701

	Date_	3/4/10	20 10
Received of SAM BOULE JOY C	E BENNE		
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FOR SUBDIVISION INSPEC	•	•	
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SAM BENNE JOYCE BENNE	78-850/914 174546071492	3625
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RAPID CITY, SD 57702-2236	DATE C	
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Five Star Service Guaranteed (2) usbank.com		
MEMO	Joseph J	MP

1:091408501: 174546071492#3625



Irrevocable Letter of Credit

Credit Number: 289

Applicant:

Angela Charlson &

Matthew Benne

Amount

\$29,400

Expiration Date: December 1, 2011

Beneficiary:

City of Rapid City 300 Sixth Street

Rapid City, SD 57701

Re: Lots A thru D of Lot 4R of Block 15 of Canyon Lake Heights Subdivision located in SE 1/4 of SE 1/4 of Section 8 and in the SW ¼ of SW ¼ of Section 9 T1N, R7E. Black Hills Meridian, Rapid City, SD

Dear Sir or Madam:

We hereby issue this irrevocable Standby Credit in an aggregate amount not to exceed twenty nine thousand four hundred dollars and no cents (\$29,400.00) in United States Dollars, available upon your draft at sight, for the account of Angela Charlson and/or Matthew Benne the purpose of which is to furnish labor and materials for the construction of required improvements located at:

Lots A thru D of Lot 4R of Block 15 of Canyon Lake Heights Subdivision located in SE ¼ of SE ¼ of Section 8 and in the SW 1/4 of SW 1/4 of Section 9, T1N, R7E, Black Hills Meridian, Rapid City, SD

in the event that the required improvements have not been completed by June 1, 2011, such draft will be confirmed by a written request from the Director of Growth Management or its designee certifies that said improvements have not been completed.

Special Conditions:

Except as otherwise expressly stated, this credit is subject to the "Uniform Customs and Practices for Documentary Credits (1983 Revision) International Chamber of Commerce Publication No. 400".

This credit may be transferred at any time.

We warrant to you that all drafts drawn under and in compliance with the terms of this letter of credit will be duly honored if presented on or before December 1, 2011, this being the final expiration date of this letter of credit.

It is a condition of this Letter of Credit that it shall expire on the aforementioned date, unless exercised in its entirety, or officially cancelled, in writing, by the City of Rapid City prior to that date.

This original standby credit must be submitted to us together with any crawings hereunder for our endorsement of any payments effected by us and/or for cancellation.

Sincerely.

Todd Christoffer

Division President

APPROVED AS TO FORM CITY ATTORNEY'S OFFICE

909 St. Joseph • Rapid City, South Dakota 57701 • Phone: (605) 399-0990 • FAX: (605) 399-0995 www.firstnationalbanks.com

City of Rapid City

NO. 499601

300 Sixth Street Rapid City, SD 57701

DATE:

MAR 4, 2010

Received of

ANGELA CHARLSON & MATTHEW BENNE

For

SUBDIVISION IMPROVEMENTS

Check Number

LOC #289

\$

\$29400.00

MEMO:

10PL013

BY: ____

JL

Identify Results

Coordinate Position

NAD 1983 SP SD South FT: 1191116, 641140

Geographic:

44° 3' 15.8" N, 103° 17' 27.8" W

City Boundaries City: RAPID CITY PLSS Sections

Township: 1N Range: 7E Section: 9 Tax Parcels

Parcel ID number: 3709351020 Tax ID: 63478

Property address: 4536 CLIFF DR Legal description: LOT C OF LOT 4R

Block: 15

Subdivision: CANYON LAKE HEIGHTS SEC 9

Section: 9
Township: 1
Township direction: N
Range: 7
Range direction: E
Acres: 0.56

Property owner: ANGELA CHARLSON
Owner address: 4560 CLIFF DR
Owner city: RAPID CITY

Owner state: SD
Owner zip: 57702
Land assessment: 60000
Non-ag struct. assess.: 0
Ag structure assess.: 0
Total assessment: 60000
Land use code: N

Total assessment: 60000
Land use code: N
Land type code: D
Improvements code: 0
Tax districts code: 4D RC
Subdivision code: 820
Deed type: WD
Deed recording month: 05
Deed recording day: 03
Deed recording year: 07

Deed recording year: 07
Book number: 168
Page number: 9867
Seller page number: 0

Comments: FROM #50635 FOR 2011

TID code: 0

Identify Results

Coordinate Position

NAD 1983 SP SD South FT: 1191053, 641051

Geographic:

44° 3' 14.9" N, 103° 17' 28.6" W

City Boundaries City: RAPID CITY **PLSS Sections** Township: 1N Range: 7E

Section: 9 **Tax Parcels**

3709351021 Parcel ID number: 63479 Tax ID:

4548 CLIFF DR Property address: LOT D OF LOT 4R Legal description:

Block:

CANYON LAKE HEIGHT'S SEC 9 Subdivision:

Section: Township: 1 Township direction: Ν Range: 7 Range direction: E

0.52 Acres:

Property owner: ANGELA CHARLSON 4560 CLIFF DR Owner address: RAPID CITY Owner city:

SD Owner state: 57702 Owner zip: 60000 Land assessment: Non-ag struct. assess.: 0 Ag structure assess.: 0 60000 Total assessment:

Land use code: N D Land type code: Improvements code: 0 4D RC Tax districts code: 820 Subdivision code: ŴD Deed type: Deed recording month: 05

Deed recording day: 03 07 Deed recording year: Book number: <u>168</u> 9867 Page number:

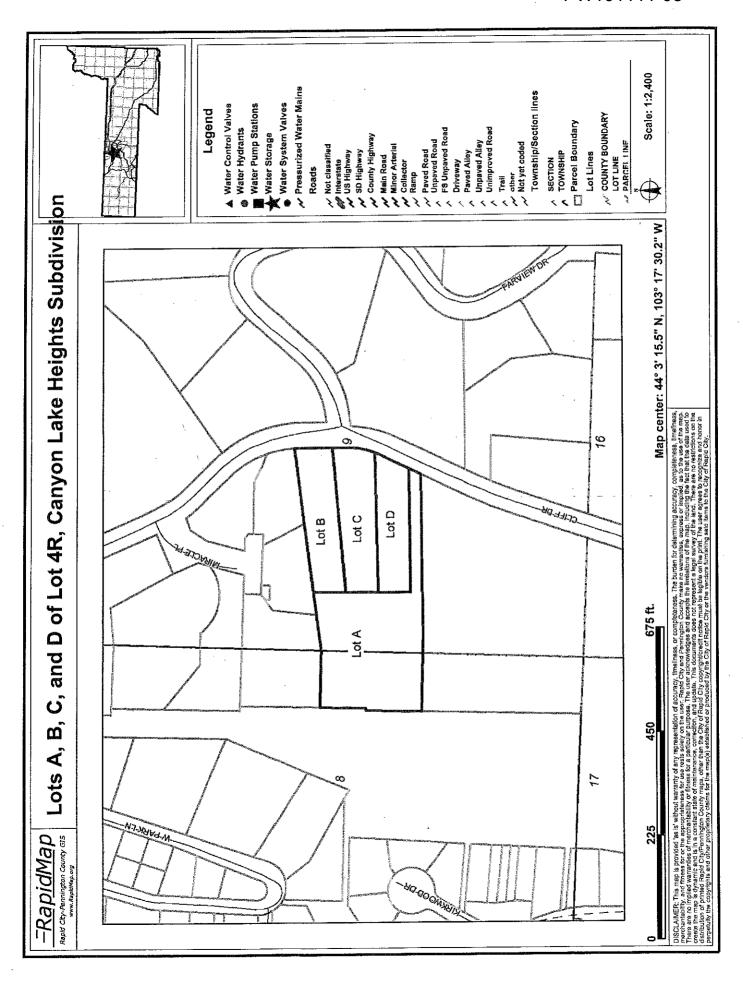
Seller page number: 0

Comments: FROM #50635 FOR 2011

TID code:

Scale: 1:2,123 Pressurized Water Mains Township/Section lines Water Storage
Water System Valves Water Pump Stations ▲ Water Control Valves Legend COUNTY BOUNDARY LOT LINE

PARCEI LINE SECTION
TOWNSHIP
Township Water Hydrants ハ Trall イ other ハ Not yet coded SECTION TOWNSHIP Lot Lines Lots A, B, C, and D of Lot 4R, Canyon Lake Heights Subdivision Map center: 44° 3' 15.2" N, 103° 17' 29.9" W -Rapid City-Pennington County GIS
www.RapidHap.org



CITY COUNCIL JUNE 1, 2009

Minnesota Street shall be completed and accepted by the City and the temporary access shall be closed or the applicant shall sign an "Assignment and Assumption" document to include Triple Z Real Estate Development LLLP as a party to the Developer's Agreement approved with Tax Increment District Number 65; 7. Prior to submittal of a Final Plat application, a contract shall be awarded for the construction of Phase One of Minnesota Street from the Elk Vale Road to the intersection of Marlin Drive, a rearage road, as per the Developer's Agreement approved with Tax Increment District Number 65. In addition, surety shall be posted for the improvement; 8. Prior to submittal of a Final Plat application, Marlin Drive right-of-way from Minnesota Street to Willowbend Drive shall be recorded either as a part of a Final Plat or as an H Lot; 9. Upon submittal of a Final Plat application, surety for any required subdivision improvements that have not been completed shall be posted and the subdivision inspection fees shall be paid; 10. Prior to the City's acceptance of the public improvements, a warranty surety shall be submitted for review and approval as required; 11. The approved Preliminary Plat for which no grading, construction or other improvements have been initiated within two years of the date of approval of the plat shall be deemed as expired. However, the owner or applicant of the plat may, prior to the termination of the two year period, request a one year extension subject to approval by the City Council; and, 12. Prior to Preliminary Plat approval by the City Council, construction plans for Elk Vale Road shall be submitted for review and approval showing the installation of curb, gutter, sidewalk, sewer and water or an Exception shall be obtained. Hadcock commented that they have done a good job in the area. Motion carried.

Motion was made by Kooiker, second by LaCroix and carried to approve (No. 09PL004) A request by D.C. Scott Co. Land Surveyors for Herbert Jones for a Preliminary Plat on Lots 11AR of Block 7 of Eastern Acres Subdivision, located in the SW1/4 NW1/4 of Section 11, T1N, R8E, BHM, Pennington County, South Dakota, legally described as Lot 11A and the east 20 feet of Lot 11 of Block 7 of Eastern Acres Subdivision, located in the SW1/4 NW1/4 of Section 11, T1N, R8E, BHM, Pennington County, South Dakota, located at 5581 Corbin Drive, with the following stipulations: 1. Prior to Preliminary Plat approval by City Council, construction plans for Corbin Drive shall be submitted for review and approval or a Variance to the Subdivision Regulations shall be obtained. In particular, the street shall be located in a minimum 52 foot wide right-of-way and constructed with a minimum 27 foot wide paved surface, curb, gutter, sidewalk, street light conduit, water and sewer or a Variance to the Subdivision Regulations shall be obtained; 2. Prior to Preliminary Plat approval by City Council, a cost estimate for any required subdivision improvements shall be submitted for review and approval; 3. Upon submittal of a Final Plat application, surety for any required subdivision improvements that have not been completed shall be posted and subdivision inspection fees shall be paid as required; 4. Prior to the City's acceptance of the public improvements, a warranty surety shall be submitted for review and approval as required; and, 5. The approved Preliminary Plat for which no grading, construction or other improvements have been initiated within two years of the date of approval of the plat shall be deemed as expired. However, the owner or applicant of the plat may, prior to the termination of the two year period, request a one year extension subject to approval by the City Council.

Motion was made by Kooiker, second by LaCroix and carried to approve (No. 09PL008) A request by Matt Benne for Angie Charlson for a **Preliminary Plat** on Lots A, B, C and D of Lot 4R of Block 15 of Canyon Lake Heights Subdivision, located in the SE1/4 SE1/4, Section 8 and the SW1/4 SW1/4, Section 9, T1N, R7E, BHM, Rapid City, Pennington County, South Dakota, legally described as Lot 4R in Block 15 of Canyon Lake Heights Subdivision, as shown in the plat filed in Plat Book 28, Page 87 and as corrected by Affidavit recorded December 17, 1997 in Book 69, Page 9640, located in the SE1/4 SE1/4, Section 8 and the SW1/4 SW1/4, Section 9, T1N, R7E, BHM, Rapid City, Pennington County, South Dakota, located at 4560 Cliff Drive, with the following stipulations: 1. Prior to Preliminary Plat approval by the City Council, water plans prepared by a Registered Professional Engineer showing the extension of water mains shall be submitted for review and approval or a Variance to the Subdivision Regulations shall be obtained. If the existing private well is utilized, then recent test data confirming well capacity shall be submitted for review and approval. In addition, upon submittal of a Final Plat application, surety shall be posted to insure that the residential structures are provided with fire sprinkler protection as per

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the National Fire Protection Association Code 13D; 2. Prior to Preliminary Plat approval by the City Council, an Exception shall be obtained to allow a sewer service line and a water service line to cross another lot or the plat document shall be revised as needed; 3. Prior to Preliminary Plat approval by the City Council, the drainage report shall be revised to address street drainage along Cliff Drive and the private roadway easement. In addition, the drainage report shall be revised to demonstrate that the proposed 30 foot wide drainage easement extending through the property can accommodate the drainage flows through the property. In addition, the drainage easement shall be adjusted as needed to insure that residential development does not occur within this area; 4. Prior to Preliminary Plat approval by the City Council, the plat document shall be revised to include a note identifying the lowest allowed structural elevations to prevent flooding of residences as per the drainage report, 5. Prior to Preliminary Plat approval by the City Council, a grading plan shall be submitted for review and approval if any subdivision improvements are required; 6. Prior to Preliminary Plat approval by the City Council, construction plans for Cliff Drive shall be submitted for review and approval showing a minimum 27 foot wide paved surface, curb, gutter, sidewalk, street light conduit, water and sewer or a Variance to the Subdivision Regulations shall be obtained. In addition, the plat document shall be revised to clearly show the dedication of one additional foot of right-of-way along Cliff Drive and the non-access easement along Cliff Drive; 7. Prior to Preliminary Plat approval by the City Council, construction plans for the 30 foot wide private roadway easement shall be submitted for review and approval showing the easement with a minimum width of 45 feet and constructed with a minimum 20 foot wide paved surface, curb, gutter, sidewalk, street light conduit, water and sewer or a Variance to the Subdivision Regulations shall be obtained. In addition, the construction plans shall identify the construction of a permanent turnaround at the end of the cul-de-sac with a minimum 110 foot diameter right-of-way and a minimum 96 foot diameter paved surface or a Variance to the Subdivision Regulations shall be obtained or an Exception shall be obtained to allow a hammerhead turnaround or a "Y" turnaround as per City Standards to accommodate fire apparatus; 8. Prior to Preliminary Plat approval by the City Council, an Érosion and Sediment Control Permit in compliance with the adopted Stormwater Quality Manual shall be submitted for review and approval if any subdivision improvements are required; 9. Prior to submittal of a Final Plat application, the applicant shall submit proof of the legal entity which will provide the mechanism for maintenance of the private well system for review and approval; 10. Prior to submittal of a Final Plat application, the plat document shall be revised to clarify the location of the non-access easement and the dedication of one additional foot of right-of-way along Cliff Drive; 11. Upon submittal of a Final Plat application, surety for any required subdivision improvements that have not been completed shall be posted and the subdivision inspection fees shall be paid; 12. Prior to the City's acceptance of the public improvements, a warranty surety shall be submitted for review and approval as required; and, 13. The approved Preliminary Plat for which no grading, construction or other improvements have been initiated within two years of the date of approval of the plat shall be deemed as expired. However, the owner or applicant of the plat may, prior to the termination of the two year period, request a one year extension subject to approval by the City Council.

Legal & Finance Committee Items

Motion was made by Kooiker, second by LaCroix, to approve the Request for Proposals for Public Private Development. Okrepkie questioned where the funds for the parking meters will come from if they are all used for the parking ramp, and the Mayor explained that the Council has not taken any action to take away any of the \$2.8 million that was identified in 2012. Mayor Hanks said the Council can adjust the dollar amount, but he was not willing to take that liberty without Council consent. Responding to Okrepkie, Mayor Hanks explained that they are asking that proposals identify the additional stalls the City would receive above 135. The City is looking for the largest net increase in the number of stalls, and he said unless we get approximately 270 stalls the City Council would probably not be interested. Okrepkie asked who will be responsible for maintaining the parking stalls, and Green said the proposal does not address that because they wanted to leave flexibility in the process. The proposals can bring forward different alternatives for addressing the issue, and he reminded the Council that the City does not have to select any of the proposals. Responding to Martinson, Green stated that the responsibility of default on

BUILDING PERMIT CITY OF RAPID CITY

300 SIXTH STREET • RAPID CITY, SD 57701 (605) 394-4157

2010CIBP0769 PERMIT NUMBER: _ RECEIPT NUMBER:

RECEIVED BY: _____

63477.001

ID NO: 37 09 351-019 PIN NO: 05/28/2010

APPLICATION DATE: __

DATE ISSUED: 6/4/10

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	PROPERTY INFORMATION	CONTRACTOR	INFORMATION:	i g
	4524 CLIFF DR	WESTERN STATES	FIRE	
LOT ADDRESS	- CHARLSON, ANGELA	5000 API RD	4	
OWNER NAME	4560 CLIFF-DR	BLACK HAWK, SD	57718 (605)	787-6755
& ADDHESS				
LOCATOR	. TEL			
LEGAL DESC	CANYON LAKE HEIGHTS SEC 9 BLK 15 LOT B OF LOT 4R			
ZONED	PLANNED RESIDENTIAL DEVELOPMNT		÷	
SETBACKS EASEMENTS	FRONT=00 SIDE=00 REAR=00 HEIGHT=00 FRONT=00 SIDE=00 REAR=00			
ACCESS FROM PERMIT TYPE	337 FIRE SPRINKLER FIRE SPRINKLER			
# OF BLDGS	# OF UNITS # SQ FT	,		
PLAN#	SIDEWALKS?			
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ł .	ONSTRUCTION		\$5,000	
OCCUPAN	CY GROUP/DIV	ESTIMATED COST/ICBO VALUE	\$5,000	
COMMENTS _	FIRE SPRINKLER (HOUSE)			1
PVT SEWAGE? _ FLOOD PLAIN? _ FLOOD INS?				
	APPEICANT INFORMATION			
NAME _	WESTERN STATES			
ADDRESS _	5000 API R0			
CITY/STATE _	BLACK HAWK, SD 57718 TEL (605) 787-6755		- \$.00 <<<< to	TAL
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	CERTI	FICAT	E OF (COMPLETION	J
This form is n	ot intend	led to be	a Certific	ate of Occupancy a	nd carries
none of the ri	ghts or re	esponsibi	lities of a	Certificate of Occup	oancy.
This is an adr	ninistrati	ve form to	be used	d only to verify a pro	jects
Building Inspec	otor	Date	······································		
Plumbing Inspe Notes:	ector	Date		Planning	Date
Electrical Inspe		Date		Engineering	Date
Mechanical Ins Notes:	pector	Date		Fire Department	Date