

PREPARED BY: City Attorney's Office  
 300 Sixth Street  
 Rapid City, SD 57701  
 (605) 394-4140

NEW  
 7-13-12

**COVENANT AGREEMENT BETWEEN LAZY P6 LAND CO., INC, AND THE CITY OF RAPID CITY FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS**

This covenant agreement ("Agreement") is entered into this 18 day of June, 2012, by and between LAZY P6, LAND CO, INC., ("Landowner"), of 505 Catron Boulevard, Rapid City, SD 57701, and the CITY OF RAPID CITY ("City"), a South Dakota municipal corporation, 300 Sixth Street, Rapid City, South Dakota, 57701.

WHEREAS the Landowner is the lawful owner of a fee simple interest of property made the subject of a Preliminary Plat for Lot 6 and dedicated East Stumer Road Right-of-Way, in North 80 Subdivision of the City of Rapid City, Pennington County, South Dakota, which has been submitted to the City by the Landowner; and

WHEREAS one of the conditions imposed by the City of Rapid City in connection with the review and approval of the aforesaid plat involves the construction of subdivision improvements including water, sewer, curb and gutter, street pavement, street light conduit and storm sewer along East Stumer Road; and

WHEREAS the parties have reached an agreement which delays the time of construction of approximately 125 feet of the required subdivision improvements in East Stumer Road and now wish to impose the terms of that agreement as a covenant running with the property described below.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed by the parties as follows:

1. The requirement for construction of subdivision improvements required by city ordinance, including water, sewer, curb and gutter, street pavement, street light conduit, and storm sewer, for that portion along East Stumer Road as it abuts the property described below, more particularly shown on Exhibit A, attached hereto and incorporated herein by this reference, is hereby deferred by the City of Rapid City subject to the filing of this Covenant Agreement prior to the City's approval of the final plat for Lot 6 and dedicated East Stumer Road Right-of-Way in the North 80 Subdivision.

2. In the event that the City determines that the improvements are necessary and can be constructed within legally dedicated construction easements and/or public right-of-way, the owner of the property described below shall be required to complete the construction of the subdivision improvements deferred by Paragraph 1, and construction shall be commenced within sixty (60) days upon receiving written notice from the City that the improvements are necessary. The requirement that the construction commence within sixty days shall be as weather permits, which determination shall be made by the City Engineer according to the Standard Specifications for Public Works Construction then in effect. If the land owner does not commence construction within 60 days, the City will design, build, and complete the project and assess the property at 150% of the design, construction, administration and related costs. Should the property be further subdivided, all responsibility for construction of the subdivision improvements shall be shared based upon the percentage of each lot's frontage abutting the unimproved portion of East Stumer Road as identified in Exhibit A.

3. This Covenant Agreement shall run with the land and shall be appurtenant to the following described real property which is located in Pennington County, South Dakota, to-wit:

**The Balance of Government Lot Two (2) of Section Nineteen (19), Township One (1) North, Range Eight (8) East of the Black Hills Meridian, City of Rapid City, Pennington County, South Dakota.**

4. Construction inspection fees shall be assessed based on current City Ordinance and paid based upon the percentage of each lot's frontage abutting the unimproved portion of East Stumer Road as identified in Exhibit A, prior to the City's acceptance of the public improvements.

5. This Covenant Agreement shall remain in place until the subdivision improvements contemplated herein and required by Rapid City Code of Ordinances has been completed in accordance with the design standards and construction requirements of the City of Rapid City, South Dakota. When said construction has been completed and accepted by the City, the parties will promptly execute and file a Discharge of Covenant which fully releases the aforesaid real property from the obligations hereunder.

6. This Covenant Agreement constitutes the entire understanding and agreement of the parties concerning the delayed completion of the aforesaid subdivision improvements as a condition of plat approval, and time is of the essence hereunder.

7. All of the terms and conditions herein set forth shall extend to and be binding upon the heirs, assigns, or successors in interest of the Landowners, and shall be considered as a covenant running with the above described property. 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 recorded with the Pennington County Register of Deeds' Office pursuant to the provisions of South Dakota statutes.

8. The City may undertake any legal or equitable action available to enforce the provisions of this agreement in addition to any remedy provided herein. In the event the City is required to undertake any action to enforce the terms of this agreement or its subdivision regulations in

connection with this agreement, the undersigned, heirs, assigns or successors in interest agree the City may recover from the Landowner of said property its reasonable expenses, including attorney's fees incurred with respect to such action.

9. If any section(s), or provision of this application is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision of this application if they can be given effect without the invalid section(s) or provisions.

10. This agreement shall be construed according to the laws of the State of South Dakota. No modification or amendment to this agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

11. If the Landowner is a corporation, it has the power to enter into this agreement and its officers signing for it have full power and authority to do so.

Dated this 18 day of June, 2012.

**LAZY P6 LAND CO, INC.**

By: *David Davis*  
Its: *pres*

State of South Dakota        )  
  )ss.  
County of Pennington        )

On this 18 day of June, 2012, before me, the undersigned officer, personally appeared *David Davis*, who acknowledged himself to be the *President* of LAZY P6 LAND CO, INC., and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(seal)



*Susan Donat*  
Notary Public, South Dakota  
My Commission Expires: *September 9, 2017*

**My Commission Expires**  
September 9, 2017

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)

State of South Dakota        )  
  ss.  
County of Pennington        )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned officer, personally appeared Sam Kooiker and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing Covenant Agreement for Construction of Subdivision Improvements for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(seal)

\_\_\_\_\_  
Notary Public, South Dakota  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A  
SEE COVENANT AGREEMENT.**

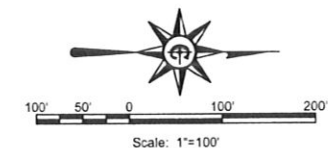
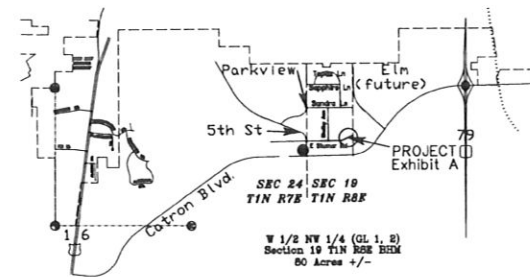
**NOTES REGARDING PHASE 5B-2**

SEE SHEET 5 FOR END OF PHASE 5B-2 IMPROVEMENTS. ADDITIONAL GRADING AND/OR OTHER WORK ON ADJACENT PROPERTY WILL BE REQUIRED TO PROPERLY INSTALL IMPROVEMENTS SHOWN. SEE PLAN NOTES.

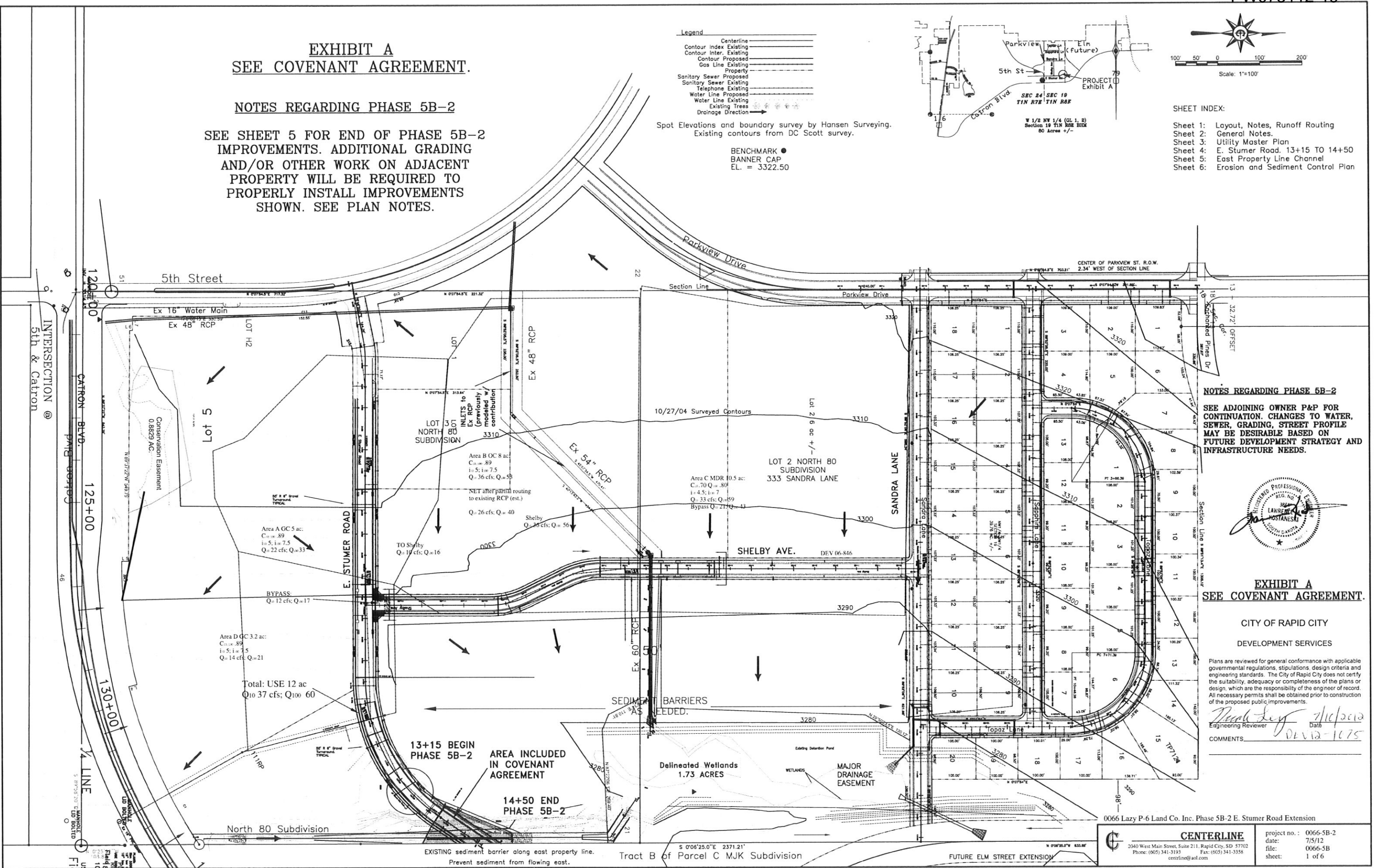
- Legend**
- Centerline
  - Contour Index Existing
  - Contour Inter. Existing
  - Contour Proposed
  - Gas Line Existing
  - Property
  - Sanitary Sewer Proposed
  - Sanitary Sewer Existing
  - Telephone Existing
  - Water Line Proposed
  - Water Line Existing
  - Existing Trees
  - Drainage Direction

Spot Elevations and boundary survey by Hansen Surveying. Existing contours from DC Scott survey.

BENCHMARK ●  
BANNER CAP  
EL. = 3322.50



- SHEET INDEX:**
- Sheet 1: Layout, Notes, Runoff Routing
  - Sheet 2: General Notes
  - Sheet 3: Utility Master Plan
  - Sheet 4: E. Stumer Road, 13+15 TO 14+50
  - Sheet 5: East Property Line Channel
  - Sheet 6: Erosion and Sediment Control Plan



**NOTES REGARDING PHASE 5B-2**  
SEE ADJOINING OWNER P&P FOR CONTINUATION, CHANGES TO WATER, SEWER, GRADING, STREET PROFILE MAY BE DESIRABLE BASED ON FUTURE DEVELOPMENT STRATEGY AND INFRASTRUCTURE NEEDS.



**EXHIBIT A  
SEE COVENANT AGREEMENT.**

CITY OF RAPID CITY  
DEVELOPMENT SERVICES

Plans are reviewed for general conformance with applicable governmental regulations, stipulations, design criteria and engineering standards. The City of Rapid City does not certify the suitability, adequacy or completeness of the plans or design, which are the responsibility of the engineer of record. All necessary permits shall be obtained prior to construction of the proposed public improvements.

Engineering Reviewer: *David J. ...* Date: 11/2/2010  
COMMENTS: *DEVID-1075*

0066 Lazy P-6 Land Co. Inc. Phase 5B-2 E. Stumer Road Extension

**CENTERLINE**  
2040 West Main Street, Suite 211, Rapid City, SD 57702  
Phone: (605) 341-3193 Fax: (605) 341-3358  
centerline@aol.com

project no.: 0066-5B-2  
date: 7/5/12  
file: 0066-5B  
sheet: 1 of 6

EXISTING sediment barrier along east property line. Prevent sediment from flowing east. Tract B of Parcel C MJK Subdivision

**SPECIFICATIONS TO BE USED:**

2007 CITY OF RAPID CITY STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION EXCEPT AS MODIFIED IN THESE CONTRACT DOCUMENTS.

CONFIRM CITY OF RAPID CITY REQUIREMENTS FOR MATERIALS AND INSTALLATION OF JUNCTION BOXES, CONDUIT AND RELATED COMPONENTS SHOWN ON THE PLANS PRIOR TO BIDDING THIS WORK.

**CERTIFICATIONS:**

CONTRACTOR SHALL SUBMIT CERTIFICATION BY THE SUPPLIER OR MANUFACTURER THAT MATERIALS USED ON THIS PROJECT MEET OR EXCEED RAPID CITY REQUIREMENTS.

ALL CERTIFICATIONS SHALL BE SIGNED BY A RESPONSIBLE PARTY OF THE SUPPLIER OR MANUFACTURER. 3 COPIES SHALL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING.

SHOP DRAWINGS ARE ONLY REQUIRED FOR PROJECT SPECIFIC ITEMS SUCH AS MANHOLES, RCP BENDS, ETC..

CONTRACTOR SHALL SUBMIT DOCUMENTS WITH ALL PAYMENT REQUESTS TO CERTIFY QUANTITIES OF THE VARIOUS MATERIALS INSTALLED ON THIS PROJECT.

**NOTES REGARDING CITY APPROVAL:**

THIS PROJECT IS PART OF THE CITY OF RAPID CITY SUBDIVISION PROCESS. THE CITY WILL PERFORM A FINAL INSPECTION TO DETERMINE COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUING A LETTER OF FINAL ACCEPTANCE. CONTRACTOR SHALL CORRECT ALL ITEMS IDENTIFIED BY THE CITY WITHIN 30 DAYS.

THE CONTRACTOR SHALL PROVIDE A 2 YEAR WARRANTY BOND OR SURETY TO THE DEVELOPER FOR EACH PHASE IN THE AMOUNT OF TEN (10) PERCENT OF THE FINAL CONTRACT AMOUNT, WITH THE WARRANTY BEGINNING ON THE DATE OF THE LETTER OF FINAL ACCEPTANCE. CONTRACTOR SHALL INCLUDE CITY OF RAPID CITY AS COVERED ENTITY. CONTRACTOR SHALL RESPOND TO ALL WARRANTY REPAIRS WITHIN 30 DAYS.

COST FOR THIS REQUIREMENT WILL BE AT THE UNIT PRICE FOR TWO YEAR WARRANTY BOND.

**UTILITIES**

THE INFORMATION ON THESE DRAWINGS CONCERNING THE TYPE, SIZE, AND LOCATION OF UTILITIES HAS BEEN SHOWN BASED UPON THE BEST INFORMATION AVAILABLE. THE CONTRACTOR IS RESPONSIBLE FOR ELECTRICAL, TELEPHONE, TELEVISION, FIBER AND GAS UTILITIES THAT WILL BE ADJUSTED, RELOCATED, REQUIRED OR INSTALLED BY THE RESPECTIVE UTILITY COMPANIES.

THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES PRIOR TO BIDDING THE WORK TO DETERMINE THEIR RELOCATION / ADJUSTMENT OR INSTALLATION PROGRAM FOR THIS PROJECT, AND INCLUDE ANY NECESSARY IMPACT TO THE SCHEDULE.

PAYMENT FOR REQUIRED PRIVATE UTILITY INSTALLATION WILL INCLUDE ALL WORK AND MATERIALS (INCL PADS) AT THE CONTACT UNIT PRICE BID PER LF FOR PRIVATE UTILITIES TRENCH.

UTILITIES:  
SOUTH DAKOTA ONE CALL  
1-800-781-7474

RAPID CITY UTILITIES DEPARTMENT  
605 STEELE AVENUE  
(605) 394-4163

(ELECTRIC) (SIGNAL, STREET LIGHTS)  
BLACK HILLS POWER AND LIGHT  
409 DEADWOOD AVENUE  
(605) 721-3200

CITY OF RAPID CITY TRAFFIC OPERATIONS  
709 STEELE AVENUE  
(605) 394-4118

(GAS)  
MONTANA-DAKOTA UTILITIES MID-CONTINENT COMMUNICATIONS  
718 STEELE AVENUE 301 OMAHA STREET SUITE 103  
(605) 342-0160 (605) 888-1300

(TELEPHONE)  
QWEST (UPSWEPT)  
(800) 576-1311

**ROADWAY LIGHTING, SIGNING**

THE CONTRACTOR SHALL CONSULT WITH THE CITY OF RAPID CITY PRIOR TO BIDDING THE WORK TO DETERMINE THE TYPE, SIZE AND LOCATION OF ALL SIGNS, ROADWAY LIGHTING CONDUIT, JUNCTION BOXES AND RELATED ITEMS REQUIRED BY THE PLANS. SEE MASTER UTILITY PLAN SHEET.

**CONSTRUCTION SCHEDULE**

THE CONTRACTOR IS REQUIRED TO FURNISH A CONSTRUCTION SCHEDULE AT THE MANDATORY CITY PRE-CONSTRUCTION MEETING. THE CONSTRUCTION SCHEDULE MUST BE REVIEWED BY THE ENGINEER PRIOR TO WORK BEGINNING, AND UPDATED BY THE CONTRACTOR AS NEEDED.

**AIR QUALITY PERMIT**

THE CONTRACTOR SHALL OBTAIN AND ADHERE TO THE REQUIREMENTS OF AN "AIR QUALITY CONSTRUCTION PERMIT" FROM THE CITY OF RAPID CITY DEVELOPMENT SERVICES.

COST FOR PERMIT AND WATER FOR DUST CONTROL IS INCIDENTAL TO THE OTHER WORK ITEMS.

**GEO-TECHNICAL DATA**

THE INFORMATION INCLUDED IN THE MARCH 8, 2004 REPORT WAS DEVELOPED FOR THIS AREA.

NOTIFY THE ENGINEER IMMEDIATELY OF ANY GROUND WATER ENCOUNTERED DURING ANY PIPE INSTALLATION OR GRADING OPERATION.

TRENCH COMPACTION IS CRITICAL AT ALL LOCATIONS. ADDITIONAL TESTING IS REQUIRED. FAILED TRENCHES WILL BE REDONE TO PIPE ELEVATION.

COSTS FOR IDENTIFYING SPECIFIC SOIL TYPES OR GRANULAR CHARACTERISTICS TO DETERMINE COMPACTION METHODS (PROCTORS) SHALL BE INCIDENTAL TO THE RELATED WORK ITEMS.

COMPACTION TESTING WILL BE PROVIDED BY OTHERS.

**CONSTRUCTION STAKING**

STAKING WILL BE PROVIDED BY OTHERS.

**REMOVAL ITEMS AND CONNECTION TO EXISTING FACILITIES:**

TREES AND VEGETATION, EXISTING ITEMS REQUIRING REMOVAL, CONNECTION TO EXISTING FACILITIES AND RELATED THAT ARE NOT LISTED IN THE BID PROPOSAL ARE INCIDENTAL TO THE OTHER WORK ITEMS.

FIELD VERIFY LOCATION AND ELEVATIONS OF ALL EXISTING FEATURES PRIOR TO STARTING THE WORK. ADJUST NEW WORK AS NEEDED.

**CONSTRUCTION AND PERMANENT SIGNING AND TRAFFIC CONTROL**

CONSTRUCTION AND PERMANENT SIGNING AND TRAFFIC CONTROL SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS IDENTIFIED HEREIN AND AS DIRECTED BY THE ENGINEER. AT A MINIMUM PLACE CONSTRUCTION AHEAD SIGNS AT SHELBY AVE. AND E STUMER ROAD INTERSECTION.

CONTRACTOR SHALL PROTECT PEDESTRIAN AND VEHICLE TRAFFIC FROM HAZARDS ASSOCIATED WITH THE PROJECT AT ALL TIMES BY THE USE OF BARRIERS OR APPROVED ALTERNATIVES.

TRAFFIC CONTROL IS INCIDENTAL TO THE OTHER WORK ITEMS. UNIT PRICE BID FOR PERMANENT SIGNS AND END ROAD DIAMOND BARRICADES INCLUDES POST, COMPLETE AND IN PLACE.

**EROSION AND SEDIMENT CONTROL PLAN**

THE CONTRACTOR SHALL OBTAIN COPIES OF APPROVED ESCP AND ADHERE TO THE REQUIREMENTS OF RAPID CITY'S EROSION AND SEDIMENT CONTROL PROGRAM AND DOCUMENTS.

THE SITE IS UNDER AN NPDES PERMIT ISSUED BY THE SD DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES. THE CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING THE SEDIMENT RUNOFF CONTROL DEVICES AT THE BOUNDARY OF DISTURBED AREAS, PIPE INLETS AND OUTLETS AND ROADWAYS THAT COULD BE IMPACTED BY SEDIMENT. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE ANY ADDITIONAL DEVICES AND LOCATIONS NECESSARY FOR POLLUTION CONTROL IN ACCORDANCE WITH THE SDDENR, CITY OF RAPID CITY REGULATIONS AND THE EROSION AND SEDIMENT CONTROL (ESCP) PLAN SHEET.

USE CITY OF RAPID CITY STANDARD DETAILS FOR SILT FENCE, EROSION CONTROL BALES, ROCK PADS AND RELATED THAT WILL BE USED BY THE CONTRACTOR FOR TEMPORARY AND PERMANENT EROSION CONTROL AND WATER POLLUTION CONTROL.

ALL CONTRACTOR EQUIPMENT AND MATERIAL STORAGE AND STAGING AREAS SHALL BE CONTAINED WITHIN BARRIERS.

OTHER TEMPORARY WATER POLLUTION MEASURES INCLUDING, BUT NOT LIMITED TO, BERMS, SWALES, ROCK CHECK DAMS, AND SILT PONDS MAY BE USED BY THE CONTRACTOR. 400 LF OF SEDIMENT BARRIER IS ANTICIPATED.

COST FOR ALL EROSION / WATER POLLUTION CONTROL WORK ON THE PROJECT WILL BE INCLUDED IN THE UNIT PRICES BID FOR EROSION CONTROL ITEMS.

**UNCLASSIFIED EXCAVATION, SUBGRADE PREP, BORROW EXCAVATION**

THE ROAD SECTION WAS ROUGH-GRADED IN A PREVIOUS PROJECT. ADJUSTMENTS ARE REQUIRED TO MATCH THE TYPICAL SECTION.

SCARIFY AND RECOMPACT LIMITS ARE SHOWN ON THE TYPICAL SECTION. THIS WORK CONSISTS OF RE-WORKING THE SUB-GRADE TO THE WIDTH AND DEPTH SHOWN PRIOR TO BASECOURSE PLACEMENT. THE CONTRACTOR MAY COMBINE SUBGRADE PREP WITH FINAL SUB-GRADE SHAPING.

PLANS QUANTITY WILL BE THE BASIS FOR PAYMENT FOR SUBGRADE PREP PROVIDED THE PROJECT IS SUBSTANTIALLY CONSTRUCTED TO THE LINES AND GRADES SPECIFIED. MEASUREMENTS WILL NOT BE MADE EXCEPT THOSE NECESSARY TO DETERMINE THAT THE WORK HAS BEEN PERFORMED IN CONFORMANCE WITH THE PLANS.

CONTRACTOR SHALL OBTAIN BORROW SITE ON ADJOINING PROPERTIES.

**EMBANKMENT**

THERE IS APPROXIMATELY 3,350 CY OF EMBANKMENT NEEDED TO BUILD THE TYPICAL SECTION TO THE PROPERTY LINE, INCLUDING 15 % SHRINKAGE COMPACTION OF EARTH EMBANKMENT SHALL BE GOVERNED BY THE SPECIFIED DENSITY METHOD. DENSE, UNIFORM COMPACTION IS REQUIRED.

CONTRACTOR SHALL FURNISH WATER FOR COMPACTION OF SOIL MATERIAL. WATER IS INCIDENTAL TO THE WORK.

NO SEPARATE MEASUREMENT OR PAYMENT OF EMBANKMENT QUANTITIES WILL BE MADE.

**TOPSOIL**

THE CONTRACTOR IS REQUIRED TO STRIP A 6" DEPTH CORRIDOR OF EXISTING TOPSOIL WITHIN THE EAST DRAINAGE CHANNEL EASEMENT AND THE ROAD SECTION ONE FOOT INSIDE THE FUTURE SIDEWALK EDGE. SEE ROAD TYPICAL SECTION. SALVAGE ALL TOPSOIL FROM WITHIN THE STRIP LIMITS OF THE PROJECT AND STOCKPILE ON SITE. PLACE 6" +/- TOPSOIL AS NEEDED ON DISTURBED AREA OUTSIDE THE SURFACED AREAS. PLANS QUANTITY WILL BE THE BASIS OF PAYMENT FOR SALVAGING, STOCKPILING OR PLACING TOPSOIL. NO SEPARATE MEASUREMENT WILL BE MADE.

**STORM SEWER INLETS**

PAYMENT WILL BE ON A PER EACH BASIS FOR RESPECTIVE TYPES OF INLETS WITHOUT RESPECT TO DEPTH, SIZE, OR NUMBER AND SIZE OF PIPE PENETRATIONS OR FILTER WRAP.

STANDARD INLET DETAILS ARE SHOWN IN THE 2007 SPECIFICATIONS.

INLET TOPS SHALL NOT BE CONSTRUCTED UNTIL AFTER CURB AND GUTTER HAS BEEN CONSTRUCTED. PRECAST INLETS ARE NOT ALLOWED. PRECAST CONCRETE INLET COLLARS ARE NOT ALLOWED ON TYPE B INLETS.

REINFORCING STEEL SHALL BE EPOXY COATED GREEN BAR.

PAYMENT FOR STORM SEWER INLETS WILL BE FULL COMPENSATION FOR EXCAVATION, BACKFILL, LABOR, ALL MATERIALS INCLUDING CONCRETE AND REINFORCING STEEL, FRAMES, GRATES, COVERS, CASTINGS, AND INCIDENTALS NECESSARY FOR A COMPLETE INLET STRUCTURE.

**RCP STORM SEWER, CULVERTS**

ADDITIONAL GRADING TO SHAPE SLOPES, PROVIDE POSITIVE DRAINAGE AND TO CORRECT SURFACE EROSION MAY BE NECESSARY ALONG CULVERT ALIGNMENTS, AT PIPE INLETS OR OUTLETS.

ALL WORK AND MATERIALS REQUIRED TO COMPLETE THIS WORK SHALL BE INCLUDED IN THE CONTRACT UNIT BID PRICE FOR THE VARIOUS RCP SIZES SHOWN IN THE PLANS.

**CURING OF CONCRETE**

CONCRETE ELEMENTS SHALL BE CURED WITH LINSEED OIL EMULSION COMPOUND.

**WATER LINE THRUST RESTRAINTS, BEDDING, HIGH DEFLECTION COUPLINGS, MISCELLANEOUS**

COMPLY WITH SECTION 8 OF THE 2007 CITY OF RAPID CITY STANDARD SPECIFICATIONS.

USE THRUST BLOCKS AS REQUIRED. RESTRAINING DEVICES WHEN REQUIRED SHALL MEET MINIMUM RESTRAINED LENGTH L BASED ON 150 PSI TEST PRESSURE. (Palo Verde Zone: 3546 (MP))

ALL HYDRANTS: USE CONCRETE THRUST BLOCKS 4 FT WIDE X 3 FT HIGH X MIN. 8" THICK AND SHALL EXTEND AT LEAST 1 (ONE) FOOT BELOW OBJECT.

PAYMENT FOR WATER LINE THRUST BLOCKS, MECHANICAL RESTRAINTS, BEDDING AND RELATED SHALL BE CONSIDERED INCIDENTAL TO OTHER WATER LINE BID ITEMS AND NO SEPARATE PAYMENT WILL BE MADE.

FITTINGS REQUIRED BUT NOT LISTED (EG. HIGH DEFLECTION COUPLINGS) SHALL BE INCIDENTAL TO THE OTHER FITTINGS LISTED IN THE BID PROPOSAL.

#12 TRACER WIRE WILL BE REQUIRED AS CALLED FOR IN CITY OF RAPID CITY STANDARD SPECIFICATIONS.

**WATER MAIN CORROSION PROTECTION**

ALL WATER MAIN METALLIC COMPONENTS SHALL BE DOUBLE POLY-WRAP WITH FULLY TAPED ENDS, ENTIRELY ENCASED IN FLOWABLE FILL, (OR OTHER APPROVED NON-REACTIVE MATERIAL) TO 1 FOOT ABOVE AND 6" BELOW PIPE. FLOWABLE FILL SHALL BE INCLUDED IN THE UNIT PRICE BID FOR WATER MAIN ITEMS.

ONLY MEGA BOND COATING AND COR BLU BOLTS AND RODS ARE ACCEPTABLE FOR ANY METALLIC COMPONENTS UNLESS WAIVED BY THE CITY.

**BEDDING MATERIAL, CONCRETE ENCASEMENT, SELECT PIPE BACKFILL CONNECTIONS, SERVICES, MISC.**

CONNECTIONS TO EXISTING WATER AND SEWER PIPE, BEDDING MATERIAL, PIPE DEPTH TRANSITIONS, FLOWABLE FILL OR OTHER SELECT BACKFILL MATERIAL REQUIRED ARE ALL INCIDENTAL TO THE WATER OR SEWER MAIN AND RELATED APPURTENANCES. NO SEPARATE PAYMENT WILL BE MADE.

UNIT PRICE BID FOR SEWER AND WATER SERVICES SHALL INCLUDE ANY STOPS, CLEANOUTS OR LOCATION MARKERS REQUIRED TO MEET CITY SPECIFICATIONS, UNLESS LISTED AS SEPARATE BID ITEMS (EG., 6" WATER SERVICES.)

**MANHOLES**

MANHOLES WILL BE PAID AT THE UNIT PRICE BID PER EACH REGARDLESS OF DEPTH. COST TO INCLUDE ALL BOOTED CONNECTIONS, INVERTS, FRAME, LIDS, RINGS, CHIMNEY SEALS AND RELATED NEEDED TO MEET CITY SPECIFICATIONS.

**PERMANENT SEEDING, FERTILIZER, AND MULCHING**

ALL AREAS DISTURBED, REPAIRED AND/OR GRADED DURING THE CONSTRUCTION OF THE PROJECT WILL BE PERMANENTLY SEEDED. THE PERMANENT SEED MIXTURE SHALL BE AS SPECIFIED BELOW FOR A ROAD DITCH MIXTURE.

CONTRACTOR SHALL IMMEDIATELY REPAIR ALL STAGING, STORAGE AREAS IMMEDIATELY UPON PROJECT COMPLETION. COSTS TO RE-SEED THESE AREAS IS INCIDENTAL TO THE OTHER WORK ITEMS.

THE RATE OF APPLICATION SHALL BE 100 POUNDS PER ACRE.

40% CRESTED WHEAT GRASS  
30% PERENNIAL RYE GRASS  
20% HARD FESCUE  
10% ANNUAL RYE GRASS

HYDRO SEEDING IS PERMITTED.

A COMMERCIAL FERTILIZER SHALL BE APPLIED AS SPECIFIED IN SECTION 71 OF THE CITY STANDARD SPECIFICATIONS. THE RATE OF APPLICATION SHALL BE 200 POUNDS PER ACRE.

GRASS HAY OR STRAW MULCH SHALL BE APPLIED TO ALL SEEDED AREAS AS SPECIFIED IN SECTION 72 OF STANDARD SPECIFICATIONS. THE RATE OF APPLICATION SHALL BE 4000 POUNDS PER ACRE

**WATER FOR VEGETATION**

WATER FOR VEGETATION SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR SEED, FERTILIZE AND MULCH. WATERING SHALL CONTINUE UNTIL 2" GROWTH IS ESTABLISHED.

PIPE RESTRAINT TABLE: EBAA Iron Series 1600 or equal  
Palo Verde Zone: 3546. Test Pressure 150 psi.

Dead End & Valves (each way): 12' - 56 ft.; 8' 39 ft.  
Tees: 12x6-5ft along 6" branch; 8x8-16 ft along 8" branch.  
12" x 11 1/4 deg. bend: 2 ft each way.  
12" x 22 1/2 deg. bend: 4 ft.  
12" x 45 deg bend: 9 ft.

**Lighting & Signing Notes:**

- SL - Street Light Location
- SN - Street Name
- R1-1 Stop Sign
- R1-2 Yield Sign
- R2-1 Speed Limit Sign
- 25 mph Unless otherwise noted
- W14-2a No Outlet Sign
- 3F-1 Triple Diamond Barricade
- Red & White reflective
- Street light Conduit & signing size, materials, mounting, & locations per City of Rapid City Standards.
- Coordinate w/ City Traffic Division & private utility companies

**EXHIBIT A  
SEE COVENANT AGREEMENT.**

CITY OF RAPID CITY  
DEVELOPMENT SERVICES

Plans are reviewed for general conformance with applicable governmental regulations, stipulations, design criteria and engineering standards. The City of Rapid City does not certify the suitability, adequacy or completeness of the plans or design, which are the responsibility of the engineer of record. All necessary permits shall be obtained prior to construction of the proposed public improvements.

Engineering Reviewer: *David Jay* Date: 7/10/2010  
COMMENTS: *DEV 12-1075*

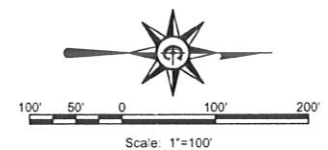


0066 Lazy P-6 Land Co. Inc. Phase 5B-2: General Notes

**CENTERLINE**  
2040 West Main Street, Suite 211, Rapid City, SD 57702  
Phone: (605) 341-3193 Fax: (605) 341-3358  
centerline@aol.com

project no.: 0066-5B-2  
date: 7/5/12  
file: 0066-5B  
sheet: 2 of 6





W 1/2 NW 1/4 (GL 1, 2)  
Section 19 T1N R8E BHM  
80 Acres +/-

**NOTES FOR MASTER UTILITY PLAN:**

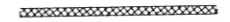
Contractor shall consult with each private utility company and the City of Rapid City prior to bidding the work.

Unit price bid for Private Utility Trench shall include the cost of any and all trenching, bedding, conduit, pads, risers, backfilling, etc. required by the respective utility companies.

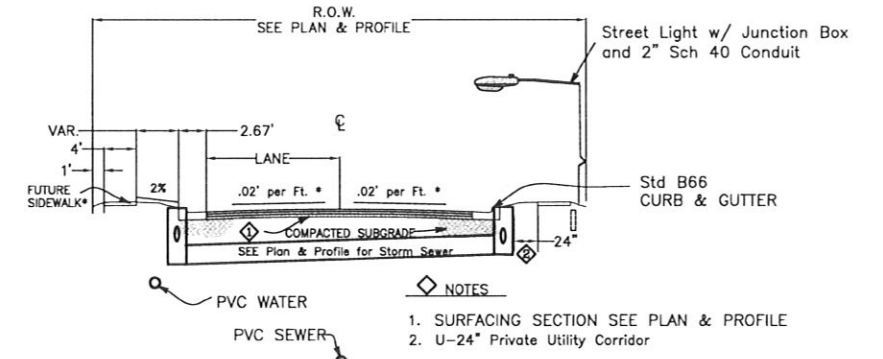
Unit price bid for Roadway Lighting Conduit shall include Sch 40 pipe, (Schedule 80 under intersections) Junction Boxes and all work and materials required by the City of Rapid City.

Any wiring and decorative lighting by others.

**24" Utility Corridor**



- Transformer
- Switch
- Street Light SL
- Valve / Hydrant  
V  
H



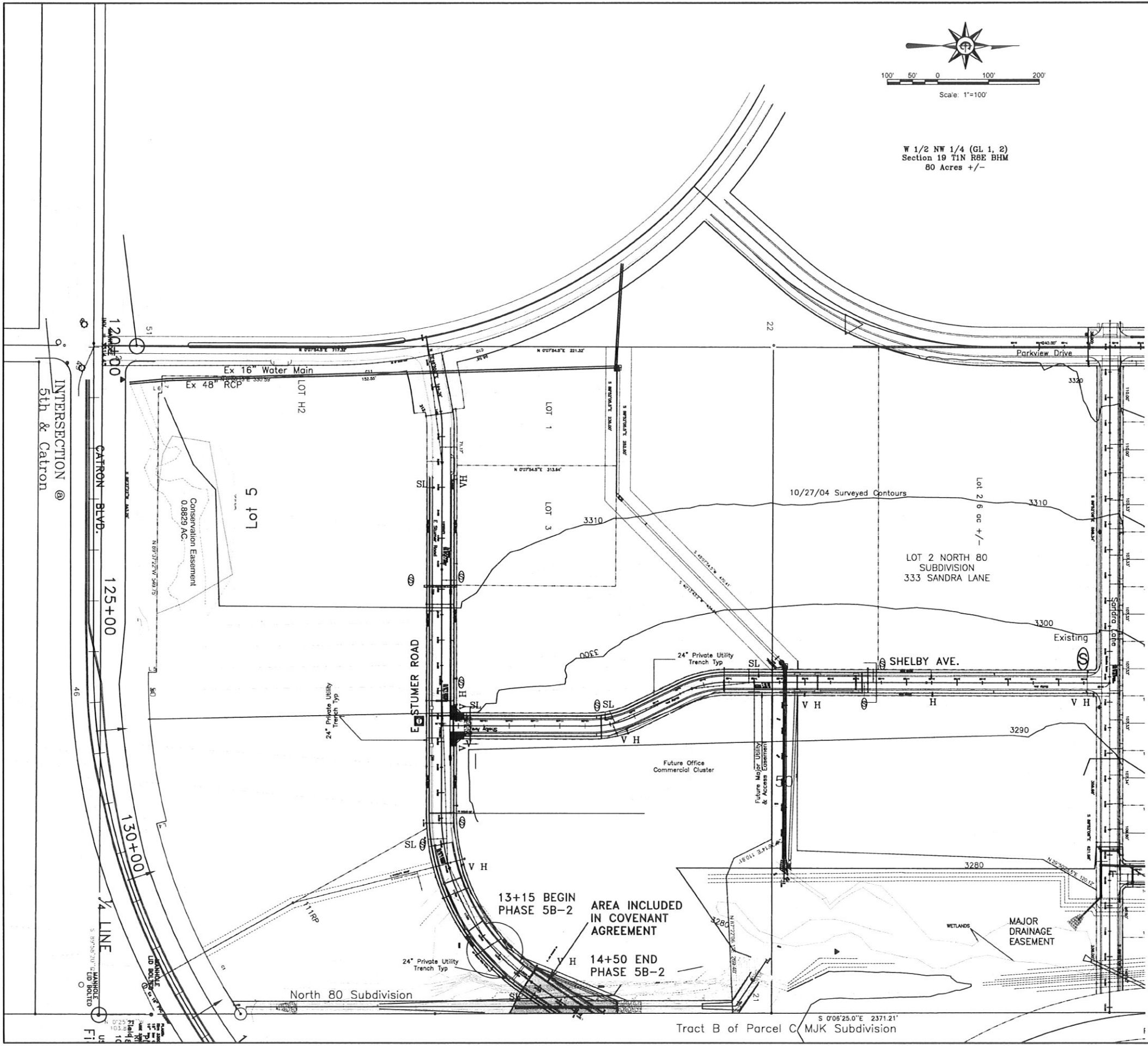
**Typical Road Section**  
NTS

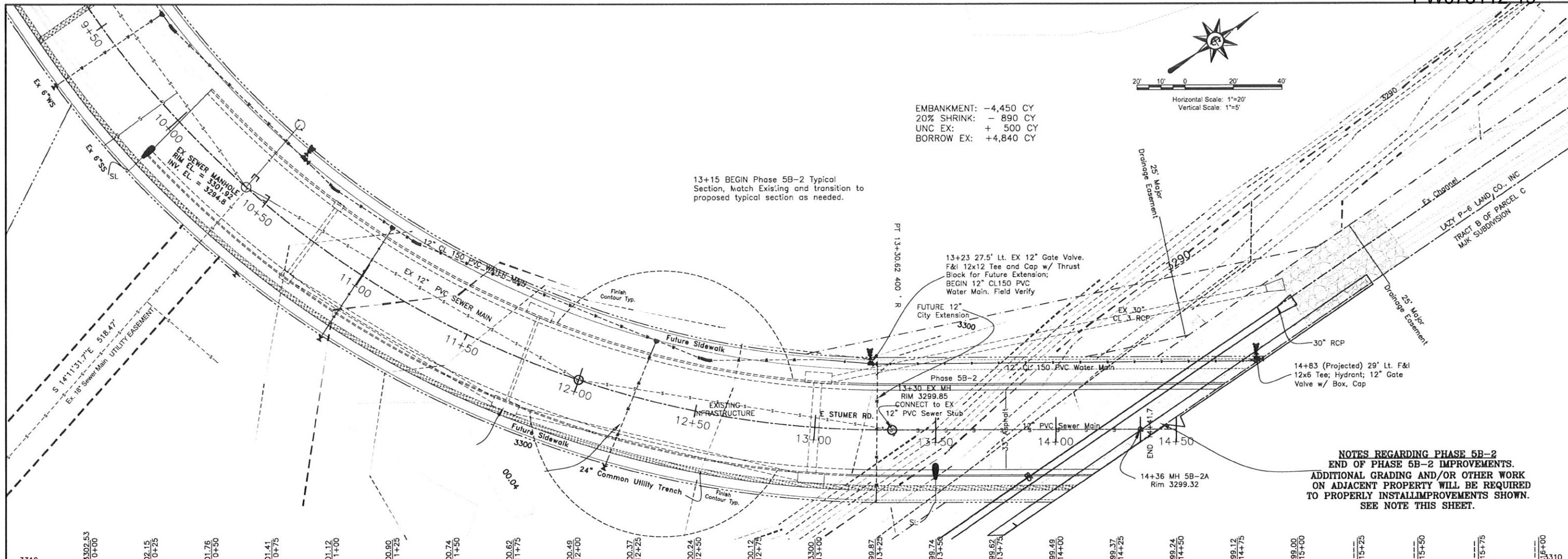
**EXHIBIT A  
SEE COVENANT AGREEMENT.**

CITY OF RAPID CITY  
DEVELOPMENT SERVICES

Plans are reviewed for general conformance with applicable governmental regulations, stipulations, design criteria and engineering standards. The City of Rapid City does not certify the suitability, adequacy or completeness of the plans or design, which are the responsibility of the engineer of record. All necessary permits shall be obtained prior to construction of the proposed public improvements.

*David Jey* 7/10/2012  
Engineering Reviewer Date  
COMMENTS: DEVID-1675



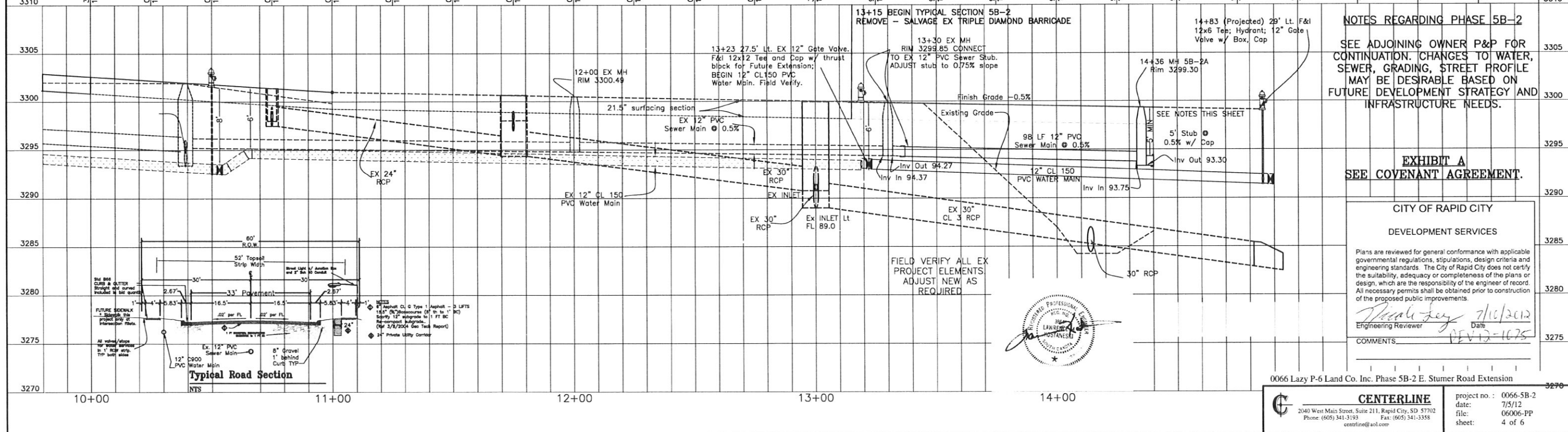


EMBANKMENT: -4,450 CY  
 20% SHRINK: - 890 CY  
 UNC EX: + 500 CY  
 BORROW EX: +4,840 CY

13+15 BEGIN Phase 5B-2 Typical Section, Match Existing and transition to proposed typical section as needed.

13+23 27.5' Lt. EX 12" Gate Valve. F&I 12x12 Tee and Cap w/ Thrust Block for Future Extension; BEGIN 12" CL150 PVC Water Main. Field Verify

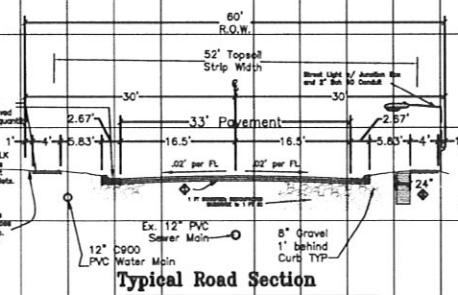
**NOTES REGARDING PHASE 5B-2 END OF PHASE 5B-2 IMPROVEMENTS. ADDITIONAL GRADING AND/OR OTHER WORK ON ADJACENT PROPERTY WILL BE REQUIRED TO PROPERLY INSTALL IMPROVEMENTS SHOWN. SEE NOTE THIS SHEET.**



**NOTES REGARDING PHASE 5B-2**  
 SEE ADJOINING OWNER P&P FOR CONTINUATION. CHANGES TO WATER, SEWER, GRADING, STREET PROFILE MAY BE DESIRABLE BASED ON FUTURE DEVELOPMENT STRATEGY AND INFRASTRUCTURE NEEDS.

**EXHIBIT A**  
 SEE COVENANT AGREEMENT.

CITY OF RAPID CITY  
 DEVELOPMENT SERVICES  
 Plans are reviewed for general conformance with applicable governmental regulations, stipulations, design criteria and engineering standards. The City of Rapid City does not certify the suitability, adequacy or completeness of the plans or design, which are the responsibility of the engineer of record. All necessary permits shall be obtained prior to construction of the proposed public improvements.  
 Engineering Reviewer: *David J. Jey* Date: 7/10/2012  
 COMMENTS: REV 12-10-75







CITY OF RAPID CITY  
DEVELOPMENT SERVICES

Plans are reviewed for general conformance with applicable governmental regulations, stipulations, design criteria and engineering standards. The City of Rapid City does not certify the suitability, adequacy or completeness of the plans or design, which are the responsibility of the engineer of record. All necessary permits shall be obtained prior to construction of the proposed public improvements.

Engineering Reviewer: *Michael J. ...* Date: 7/10/2012  
COMMENTS: *V1112-1075*

NOTES REGARDING PHASE 5B-2

SEE SHEET 5 FOR END OF PHASE 5B-2 IMPROVEMENTS. ADDITIONAL GRADING AND/OR OTHER WORK ON ADJACENT PROPERTY WILL BE REQUIRED TO PROPERLY INSTALL IMPROVEMENTS SHOWN. SEE PLAN NOTES.

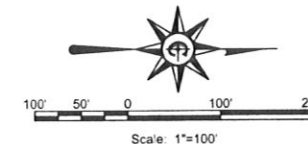
LEGEND:  
Sediment Barrier (Silt fence or socks)

Runoff Path

Vehicle Tracking Pad: Detail 146-5  
Detail 12-8

POST CONSTRUCTION BMP

USE EXISTING DETENTION POND



W 1/2 NW 1/4 (GL 1, 2)  
Section 19 T1N R8E BHM  
80 Acres +/-

EXHIBIT A  
SEE COVENANT AGREEMENT.

SPECIFICATIONS TO BE USED:

USE 2007 RAPID CITY STORM WATER QUALITY MANUAL AND DETAILS. PREVENT MIGRATION OF SEDIMENT FROM PROJECT. CONTRACTOR SHALL OBTAIN COPIES AND FOLLOW REQUIREMENTS OF CITY OF RAPID CITY STORMWATER QUALITY MANUAL AND DETAILS.

PROJECT DESCRIPTION:

NORTH 80 SUBDIVISION PHASE 5B-2 IS THE 125 FT +/- CONTINUATION E STUMER RD. EXTENSION IN THE W 1/2 NW 1/4 Sec 19 T1N R8E BHM RAPID CITY, PENNINGTON COUNTY, SD. AFFECTED AREA IS ADJACENT.

EXISTING SITE PROFILE:

THE PROPERTY IS CURRENTLY A GRASSED AREA THAT DRAINS PREDOMINATELY EAST TO AN EXISTING NATURAL DRAINAGE CHANNEL, THEN INTO AN EXISTING DETENTION POND BORDERING THE EAST PROPERTY LINE OF P-6.

NO WETLANDS HAVE BEEN IDENTIFIED WITHIN THE PROJECT FOOTPRINT.

NO DEWATERING IS ANTICIPATED. APPLY FOR DENR PERMIT IF DEWATERING REQUIRED.

ADJACENT AREAS:

HEAVILY VEGETATED NATURAL DRAINAGE CHANNEL TO THE EAST AND SOUTH, GRASSED AREAS AND TWO DEVELOPED PARCELS TO THE WEST, RESIDENTIAL HOMES TO THE NORTH.

SOIL PROFILE

THE EXCAVATED MATERIAL IS A MIX OF ROCKY, SANDY, SILTY SOIL.

SCOPE OF PROJECT:

SHAPE EXISTING GRADED ROADWAY, INSTALL INFRASTRUCTURE ELEMENTS, EMBANKMENT PLACEMENT ONLY NEEDED FOR EAST END OF E. STUMER RD.

RUNOFF PROFILE:

THE MAJORITY OF OVERLAND FLOW IS EAST TOWARD AN EXISTING NATURAL CHANNEL AND DETENTION POND. NO CHANGE IN DRAINAGE PATTERNS WILL OCCUR WITH THE PROJECT.

SCOPE OF CONTROL MEASURES:

SILT FENCE, SILT SOCKS, VEHICLE TRACKING PADS, PIPE INLET PROTECTION, DISTURBED SURFACE PROTECTION AND DESIGNATED WORK AND MATERIALS AREAS. CONTINUOUSLY MONITOR AND MAINTAIN ALL SEDIMENT CONTROL DEVICES AND MEASURES. USE CITY STANDARD DETAILS. LIMIT ACCESS TO EXISTING OR PROPOSED ENTRY POINTS. USE ROCK TRACKING PADS AS NECESSARY.

SEQUENCE OF CONTROL:

PRE-CONSTRUCTION MEETING TO IDENTIFY INSPECTION AND MAINTENANCE SCHEDULE, INITIAL MEASURES. IMPLEMENT SEDIMENT BARRIERS, VEHICLE TRACKING PADS.

CONTRACTOR SHALL ERECT AND PLACE SIGN WITH INFORMATION AS REQUIRED IN SECTION 1.8.5.3 OF THE RAPID CITY STORM WATER QUALITY MANUAL.

ADDITIONAL CONTROL AS WORK PROGRESSES:

DAILY REMOVAL OF ANY SEDIMENT FROM EXISTING PUBLIC ROADWAYS.

INLET AND CULVERT ENTRANCE PROTECTION.

FINAL SURFACE STABILIZATION, SEDIMENT AND DEBRIS REMOVAL FROM ALL CONTAINMENT FACILITIES, TRANSPORT TO CITY LANDFILL.

CHEMICAL MATERIALS AND EQUIPMENT FLUIDS- CONTAINMENT, SPILLS:

WASTE CONCRETE, ASPHALT, CURING MATERIALS, VEHICLE FLUIDS AND SIMILAR SHALL BE KEPT IN THE SECURE AREAS. PREVENT ANY MIGRATION OF THESE MATERIALS FROM CONTAINMENT AREA. STAGING AND SERVICING OF EQUIPMENT AND VEHICLES SHALL OCCUR WITHIN, OR UP-GRADE OF, THE CONTAINMENT AREA BARRIERS.

REMOVE ALL CONTAMINATED SOIL AND MATERIALS FROM OR ADJACENT TO CONTAINMENT AREA EVERY 3 MONTHS AND AT PROJECT COMPLETION, TRANSPORT TO CITY LANDFILL.

SPILLS OF TOXIC OR HAZARDOUS CHEMICAL MATERIALS OR PETROLEUM PRODUCTS SHALL BE REPORTED TO THE APPROPRIATE STATE OR FEDERAL AGENCY WITHIN 24 BUSINESS DAY HOURS. SPILLED MATERIAL AND CONTAMINATED SOIL SHALL BE REMOVED IMMEDIATELY AND TRANSPORTED TO THE CITY LANDFILL.

IMPLEMENTATION SCHEDULE: TBD

1. INITIAL SEDIMENT BARRIERS, TEMPORARY CONTAINMENT: PRIOR TO CONSTRUCTION START.
2. TOPSOIL STRIP AND STOCKPILE AT DESIGNATED CONTROL AREAS.
3. SURFACE STABILIZATION - MULCH, COMPOST OR SEEDING.
4. SEDIMENT BARRIERS TO PROTECT EXISTING ROADWAYS.
5. SEDIMENT BARRIERS TO PROTECT EXISTING DETENTION POND OUTLET.
6. CONTINUOUSLY MAINTAIN ALL SEDIMENT CONTROL DEVICES.
7. FINAL TOPSOIL PLACEMENT, PERMANENT SEEDING, REMOVAL AND DISPOSAL OF SEDIMENT AND OTHER MATERIAL DISPOSE AT CITY LANDFILL.
8. MONITOR SEDIMENT BARRIERS AND CONTAINMENT AREAS UNTIL SURFACE VEGETATION ESTABLISHED.
9. REMOVE ALL TEMPORARY SEDIMENT CONTROL DEVICES.
10. EROSION CONTROL BLANKETS ON SLOPES STEEPER THAN 3:1.

SIGN THIS SHEET PRIOR TO CONSTRUCTION

CERTIFICATION:

THE EROSION AND SEDIMENT CONTROL DESCRIBED IN THESE PLANS APPEARS TO FULFILL THE REQUIREMENTS OF THE CITY OF RAPID CITY. ADDITIONAL MEASURES MAY BE NEEDED IF UNANTICIPATED PROBLEMS OCCUR OR IF THIS PLAN DOES NOT CONTROL SEDIMENT AND EROSION. THE PLAN REQUIREMENTS ARE ATTACHED TO THE PROJECT. THE RESPONSIBLE PARTY IS OBLIGATED FOR THIS WORK UNTIL THE PLAN IS COMPLETED.

OWNER / DEVELOPER

DATE

CONTRACTOR

DATE

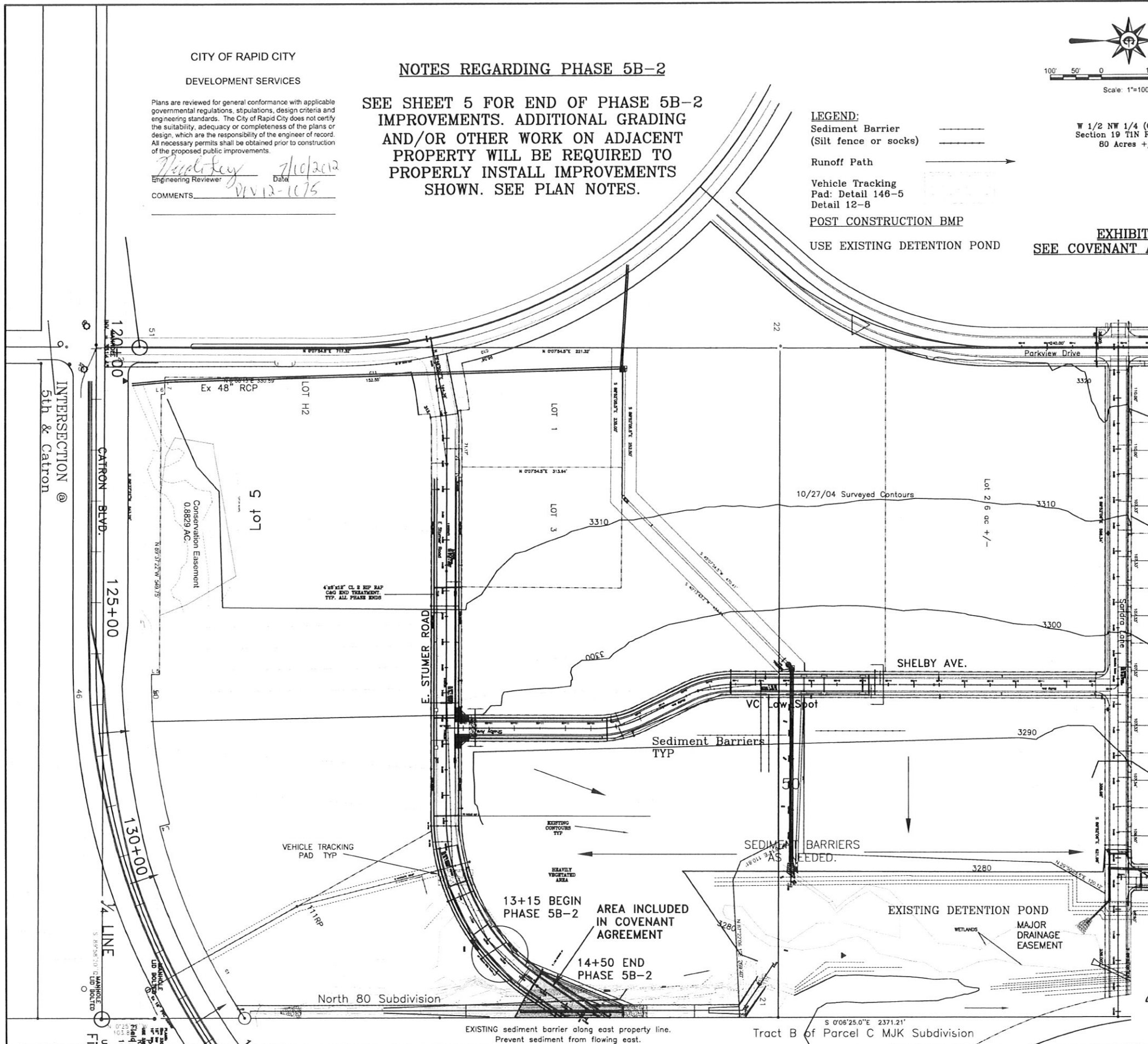
7/9/2012

DATE

0066 Lazy P-6 Land Co. Inc. Phase 5B-2 E. Stumer Road Extension

**CENTERLINE**  
2040 West Main Street, Suite 211, Rapid City, SD 57702  
Phone: (605) 341-3193 Fax: (605) 341-3358  
centerline@aol.com

project no.: 0066-5B-2  
date: 7/5/12  
file: 0066-5B  
sheet: 6 of 6



EXISTING sediment barrier along east property line. Prevent sediment from flowing east.

Tract B of Parcel C MJK Subdivision