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City of Crooks City Council Special meeting Agenda Date: 08/23/2023 Time: 5:30pm

Location: Crooks Community Center (701 S West Ave, Crooks, SD, 57020)

- 1) Call to order / Roll call
- 2) Approve Agenda
- 3) Public hearings:
 - a) Variance Reduction of setbacks / Address: 105 S West Ave / Applicant: Crooks Community Child Care Center
 - b) Conditional Use Storage Units / Address: 105 Industrial Court / Applicant: 605 Companies
- 4) Approve annexation agreement
- 5) Resolution 2023-14: Voluntary annexation
- 6) City shop & lot
- 7) First reading of Ordinance #332 2024 Appropriations
- 8) Open comments
- 9) Adjourn



City of Crooks Crooks City Council Notice of Hearing upon receipt of an application for a variance

Notice is hereby given that a hearing will be held before the Crooks City Council at 5:30pm on the 23rd day of August, 2023 in the Crooks Community Center (701 S West Ave, Crooks, SD, 57020) upon receipt of an application for a variance by the Crooks Community Child Care Center for the property located at 105 S West Ave, Crooks, SD (Legal: Lot 3a (Except the north 90 feet of the east 168 feet) in block 1 of Allantowne Addition to the City of Crooks, SD; County parcel: #60143). The variance application is for a reduction in the setbacks for the front yard and the rear yard.

Notice is further given that at the time and place of aforesaid, any person may appear and be heard upon all matters pertaining to said application. Interested parties may appear personally or through their designated agent(s), attorney(s), or representative(s). Anyone unable to attend may submit written comments prior to the hearing to the Crooks Municipal Office (701 S West Ave, Crooks, SD) by 5pm on the day of the hearing.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this hearing, please contact the Crooks Municipal Office at (605) 543-5238. Anyone who is deaf, hard-of-hearing or speech-disabled may utilize Relay South Dakota at (800) 877-1113 (TTY/Voice). Notification two (2) business days prior to the hearing will enable the City to make reasonable arrangements to ensure accessibility to this hearing.

Tobias Schantz City Administrator/Municipal Finance Officer

Published:

Published once at the approximate cost of: \$

Please complete the form and return it to our office with a \$50 for the hearing fee for the application.

Noel Ahl

Name of Applicant/Owner

8/4/23

Date

CITY OF CROOKS

Please check appropriate box

(Print or Type APPLICATION #:	07-2023			CONDITIONAL USE			
NAME:	Crooks Commu	nity Child Care C	enter				
ADDRESS:	204 North Mair	Street, Crooks	s, SD	REZONING			
DAYTIME PHONE#:	605-543-5111						
PROPERTY ADDRESS:	105 South We	st Ave., Crooks	s SD	VARIANCE 🗸			
LEGAL:		See Site Plan for Legal Description					
DATE OF BUILDING PER	RMIT REQUEST:	Plans have not b	een submitted	d for review and permitting.			
DATE OF DENIAL:		N/A					
REASON FOR BUILDING	PERMIT DENIAL:	N/A					
EXISTING USE OF PROP		Residential/V	acant				
PRESENT ZONING CLAS		GB General Business					
PROPOSED ZONING CL		Unchanged					
SECTION OF CODE							
REASON FOR REQUEST	To reduce the fr	ont yard setback from 25 fe	et to 14 feet, and the	rear yard setback from 30 feet to 20 feet.			
LIST SPECIFIC HARDSH	To provide the	required on site parking,	a reduction in the fro	ont and rear yard setbacks is needed.			
Applications for Conditional University been provided by the applicant A) Detailed Site Plant B) Location and Use C) Application Fee	ıt:	oning Requests will not	be accepted until t	he following information has			
SCHEDULED FOR PLAN	NING COMMISSIO	N ACTION (Date):	8/1/2023				
SCHEDULED FOR BOAR *TENTATIVE DATE (IF APPE		,	TBD 08/23/202	23 - TS			
APPLICATION FE	£: \$50.00	CHECK #:	RECEI	PT #:			
	ost and the procedure	for the processing of		is application are true and by and certifies that the property			

City of Crooks - 701 S West Ave, Crooks, SD, 57020 - PO Box 785

Site plan for variance / conditional use / rezoning application / building permit

Dear applicant:

Please provide a drawing of your anticipated project you have submitted for your variance/conditional use/rezoning/building permit application. The drawing needs to identify the project and provide an idea/concept of the project.

Crooks Planning and Zoning Crooks Building Inspection

Site plan

See attached site plan.

See attached aerial photo showing the adjacent property uses.

Location	and	use	of	adjacent s	structures	not ap	plicable	for	building permits):

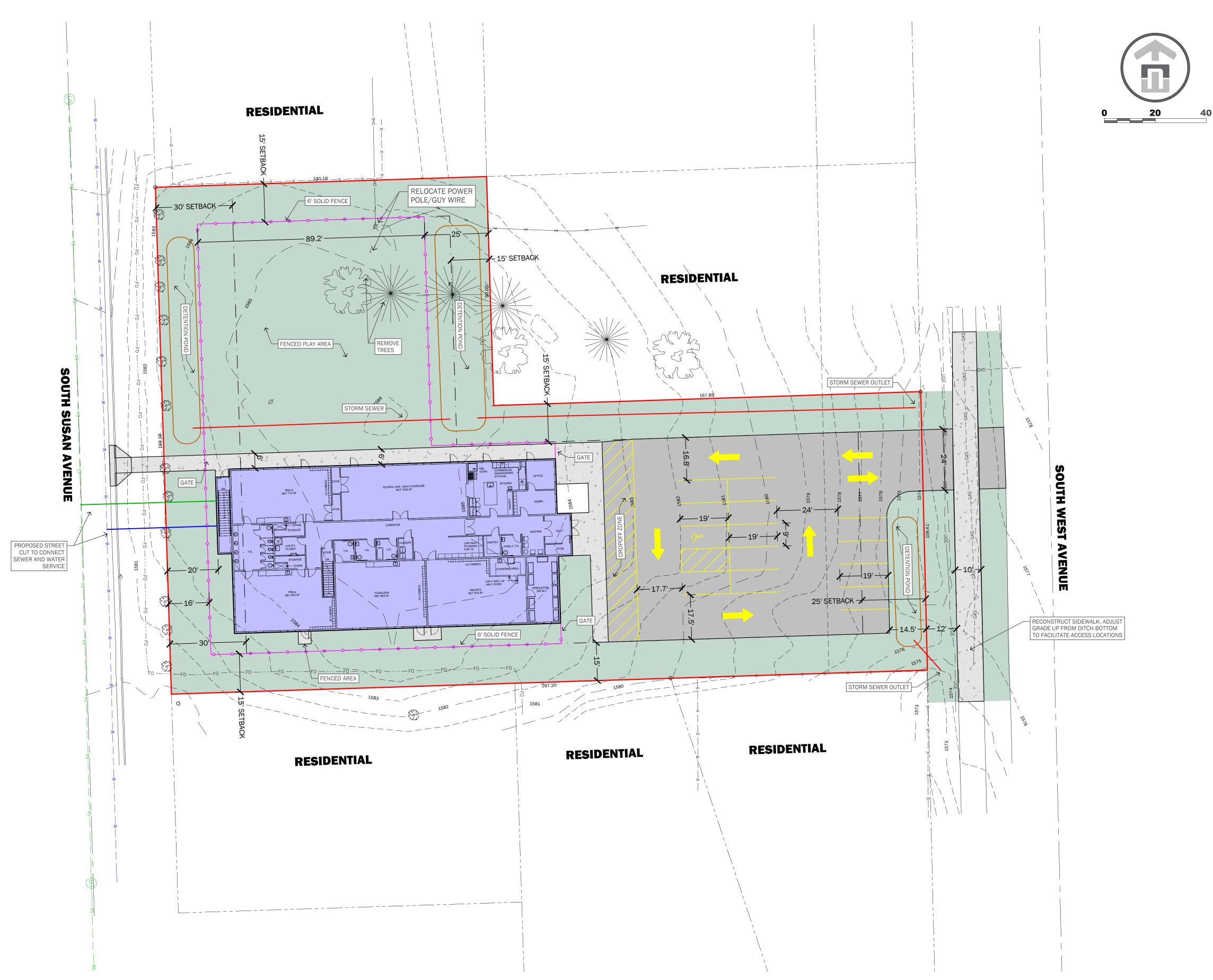
The adjacent	properties to the	the north, so	uth,east a	and west of
the property	are single family	residences.	See atta	ched aerial
photo of the	daycare site with	the adjacent	property	uses noted.
Signature applicant		Date		
NI 1 7 1- 1				
Noel Ahl				
Name applicant				



Crooks, SD

Population: 1,362 (2020)





Legal Description

LOT 3A (EXCEPT THE NORTH 90 FEET OF THE EAST 168 FEET) IN BLOCK 1 OF ALLANTOWNE AN ADDITION TO THE CITY OF CROOKS IN THE NE1/4 OF SECTION 10, TOWNSHIP 102 NORTH, RANGE 50 WEST OF THE 5TH P.M., MINNEHAHA COUNTY, SOUTH DAKOTA.



CROOKS DAYCARE CENTER

Crooks, SD

SITE PLAN - OPTION 2

C400

605.336.6891 605.335.5858 Fax 2307 W. 57th St., Suite 101 Sioux Falls, SD 57108 rsa@rsa-create.com



City of Crooks Crooks City Council Notice of Hearing upon receipt of an application for a conditional use

Notice is hereby given that a hearing will be held before the Crooks City Council at 5:30pm on the 23rd day of August, 2023 in the Crooks Community Center (701 S West Ave, Crooks, SD, 57020) upon receipt of an application for a conditional use by 605 Companies for the property located at 105 Industrial Court, Crooks, SD (Legal: Lot 6 of CDC North Addition to the City of Crooks, SD; County parcel: #96623). The conditional use application is for storage units at the aforementioned property.

Notice is further given that at the time and place of aforesaid any person may appear and be heard upon all matters pertaining to said application. Interested parties may appear personally or through their designated agent(s), attorney(s), or representative(s). Anyone unable to attend may submit written comments prior to the hearing to the Crooks Municipal Office (701 S West Ave, Crooks, SD) by 5pm on the day of the hearing.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this hearing, please contact the Crooks Municipal Office at (605) 543-5238. Anyone who is deaf, hard-of-hearing or speech-disabled may utilize Relay South Dakota at (800) 877-1113 (TTY/Voice). Notification two (2) business days prior to the hearing will enable the City to make reasonable arrangements to ensure accessibility to this hearing.

Tobias Schantz City Administrator/Municipal Finance Officer

Published:

Published once at the approximate cost of: \$

Please complete the form and return it to our office with a \$50 for the hearing fee for the application.

CITY OF CROOKS

Please check appropriate box

(Print or Type APPLICATION #:	08-2023	CONDITIONAL USE					
NAME:	Matt Kissell						
ADDRESS:	700 E 65+	L SF N SF SD 57104	REZONING				
DAYTIME PHONE#:	303-621-56	\$8	VARIANCE				
PROPERTY ADDRESS:	105 Industri	in Court Coronks SD	VARIANCE				
LEGAL:		Lot 6 of CDC North AJ	dition to cry of creeks,				
DATE OF BUILDING PE	RMIT REQUEST:	July 27, 2023					
DATE OF DENIAL:							
REASON FOR BUILDING	G PERMIT DENIAL:						
EXISTING USE OF PROI	PERTY:	Vacant					
PRESENT ZONING CLA	SSIFICATION	Industrial					
PROPOSED ZONING CL	ASSIFICATION	In dustrial					
SECTION OF CODE							
REASON FOR REQUEST	: Storage	Units					
LIST SPECIFIC HARDS	HIPS:						
Applications for Conditional been provided by the applica		ning Requests will not be accepted until th	ne following information has				
A) Detailed Site Plan							
SCHEDULED FOR PLAN	NNING COMMISSION	ACTION (Date):					
SCHEDULED FOR BOAI *TENTATIVE DATE (IF APPE		ACTION (Date): 08/23/2023 - Told at Planning Commission Meeting:	S				
APPLICATION FE	E: #50.00 C	HECK#: 0715 RECEI	PT#: <u>\\</u> \/ A				
	cost and the procedure f	facts and representations stated in this for the processing of the application a delinquent.					
Matt Liscel/60 Name of Applicant/Owner	8/7/23 Date	Signature of Applicant/Own	8/7/23 Date				

City of Crooks – 701 S West Ave, Crooks, SD, 57020 – PO Box 785
Site plan for variance / conditional use / rezoning application / building permit
Dear applicant:
Please provide a drawing of your anticipated project you have submitted for your variance/conditional use/rezoning/building permit application. The drawing needs to identify the project and provide an idea/concept of the project.
Crooks Planning and Zoning Crooks Building Inspection
Site plan

Location and use of adjacent st	ructures (not applicable for building permits):	
Industrial use - TS	08/07/23	
2/11/1	8/7/22	
1000		
Signature applicant	Date	
11 11 1		
Matt Kissell		
Name applicant		

City of Crooks

Minnehaha County

Plans for Proposed

Industrial Park Lot 6 Site Development

DGR No. 672019



DGR ENGINEERING 1300 S HIGHLINE AVENUE SIOUX FALLS, SD 57108 (605) 339-4157 office (605) 339-4175 fax www.dgr.com

Index of Sheets:

SHEET NO. A1 THRU A2 TITLE SHEET, LEGEND

SHEET NO. G1 THRU G5 EROSION CONTROL PLAN, DETAILS

SHEET NO. H1 EXISTING CONDITIONS
SHEET NO. II THRU I2 SITE, UTILITY PLAN
SHEET NO. JI THRU J2 GRADING PLAN

SHEET NO. N1 THRU N10 DETAILS

Owner:

605 COMPANIES, INC.
MATT KISSELL
700 E 65TH STREET NORTH
SIOUX FALLS, SD 57104
PHONE NUMBER: (605) 251-3184

Engineer/Surveyor:

DGR ENGINEERING
JACOB MORRIS, P.E.
1300 S HIGHLINE AVENUE
SIOUX FALLS, SD 57110
EMAIL ADDRESS: jacob.morris@dgr.com
PHONE NUMBER: (605) 339-4157

Legal Description:

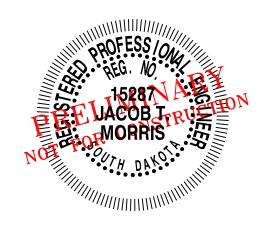
LOT 6 OF CDC NORTH ADDITION TO THE CITY OF CROOKS, SOUTH DAKOTA.

SD One Call:

DRAWING INDICATES GENERAL UTILITY LOCATIONS ONLY, NEITHER THE CORRECTNESS OR COMPLETENESS OF LOCATIONS ARE GUARANTEED. CONTACT SOUTH DAKOTA ONE CALL PRIOR TO EXCAVATIONS (1-800-781-7474). INFORMATION ON SECTION-TOWNSHIP-RANGE ARE SHOWN ON THE LOCATION MAP ON THIS SHEET.



Location Map - Minnehaha County, South Dakota



I, Jacob T. Morris, hereby certify that these plans were prepared by me, or under my direct supervision and that I am a duly registered professional engineer under the laws of the State of South Dakota.

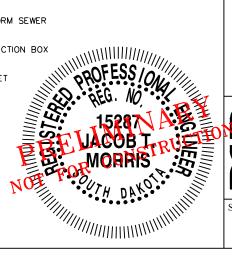
Jacob T. Morris S.D. No. 15287 Date

Industrial Park Lot 6 Site Development Crooks, South Dakota

LEGEND OF SYMBOLS

8*PVC	WATER MAIN, SIZE, AND TYPE	*	TRAFFIC SIGNAL POLE
(W)	WATER MANHOLE	E	ELECTRIC BOX
***	WATER SHUT OFF	E	ELECTRICAL MANHOLE
WTR/TR	WATER TRACER WIRE PEDESTAL	EM ⊕	ELECTRICAL METER
×	WATER VALVE	E/VLT)	ELECTRICAL VAULT
X	FIRE HYDRANT	₩	FLOOD LIGHT
	SPRINKLER HEAD	FO	FIBER OPTIC
	CONTROL VALVE	—— АТ&Т ———	FIBER OPTIC - AT&T
	SANITARY SEWER MAIN, SIZE, AND TYPE	CL	FIBER OPTIC - CENTURY LINK
•CO	SANITARY SEWER CLEAN OUT	MIDCO	FIBER OPTIC - MIDCO
S	SANITARY SEWER MANHOLE	SDN	FIBER OPTIC - SDN
— — 12"RCP — —	STORM SEWER SIZE AND TYPE	VAST	FIBER OPTIC - VAST
0	STORM SEWER MANHOLE	FO	FIBER OPTIC PEDESTAL
GAS	UNDERGROUND GAS	FO/VLT)	FIBER OPTIC VAULT
GM ⊗	GAS METER		CENTERLINE
×	GAS VALVE		EASEMENT
PROPANE	PROPANE TANK		PROPERTY LINE
т	UNDERGROUND TELEPHONE		RIGHT OF WAY LINE
I	TELEPHONE PEDESTAL		PROPERTY PIN
T/VLT)	TELEPHONE VAULT	•	BENCHMARK
тv	UNDERGROUND TELEVISION	<u>^</u>	CONTROL POINT
TV	TELEVISION PEDESTAL	X	FENCE
——— UGE ———	UNDERGROUND ELECTRIC	•	FENCE POST
OHE	OVERHEAD ELECTRIC		RETAINING WALL
۵	GUY POLE	\Rightarrow	ROOF DRAIN
€——	GUY WIRE		SIGN
Ø	POWER POLE	*	CONIFEROUS TREE
t ø	POWER POLE WITH LIGHT	£ 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	DECIDUOUS TREE
ЬØ	POWER POLE WITH TRANSFORMER	A	STUMP
₩	POWER POLE WITH LIGHT AND TRANSFORMER		TREE LINE
\$	LIGHT POLE	⊙FP	FLAG POLE

A	MAILBOX
	BOULDER
	RIP RAP
1500	EXISTING MAJOR CONTOUR
— — -1501- — —	EXISTING MINOR CONTOUR
1500	PROPOSED MAJOR CONTOUR
1501	PROPOSED MINOR CONTOUR
	PROPOSED WATER MAIN
B	PROPOSED BEND
©	PROPOSED CAP
®	PROPOSED CROSSING
© 9	PROPOSED CURB STOP
®	PROPOSED HYDRANT
PIV	PROPOSED POST INDICATOR VALVE
R	PROPOSED REDUCER
<u>(SL)</u>	PROPOSED SLEEVE
•	PROPOSED TEE
©	PROPOSED VALVE
WIV	PROPOSED WALL INDICATOR VALVE
	PROPOSED SANITARY SEWER
©	PROPOSED CLEANOUT
S	PROPOSED MANHOLE
®	PROPOSED WYE
	PROPOSED STORM SEWER
	PROPOSED JUNCTION BOX
	PROPOSED INLET



/019/672019\DWG\PLANS\672019 - TITLE SHEET.I

Sheet

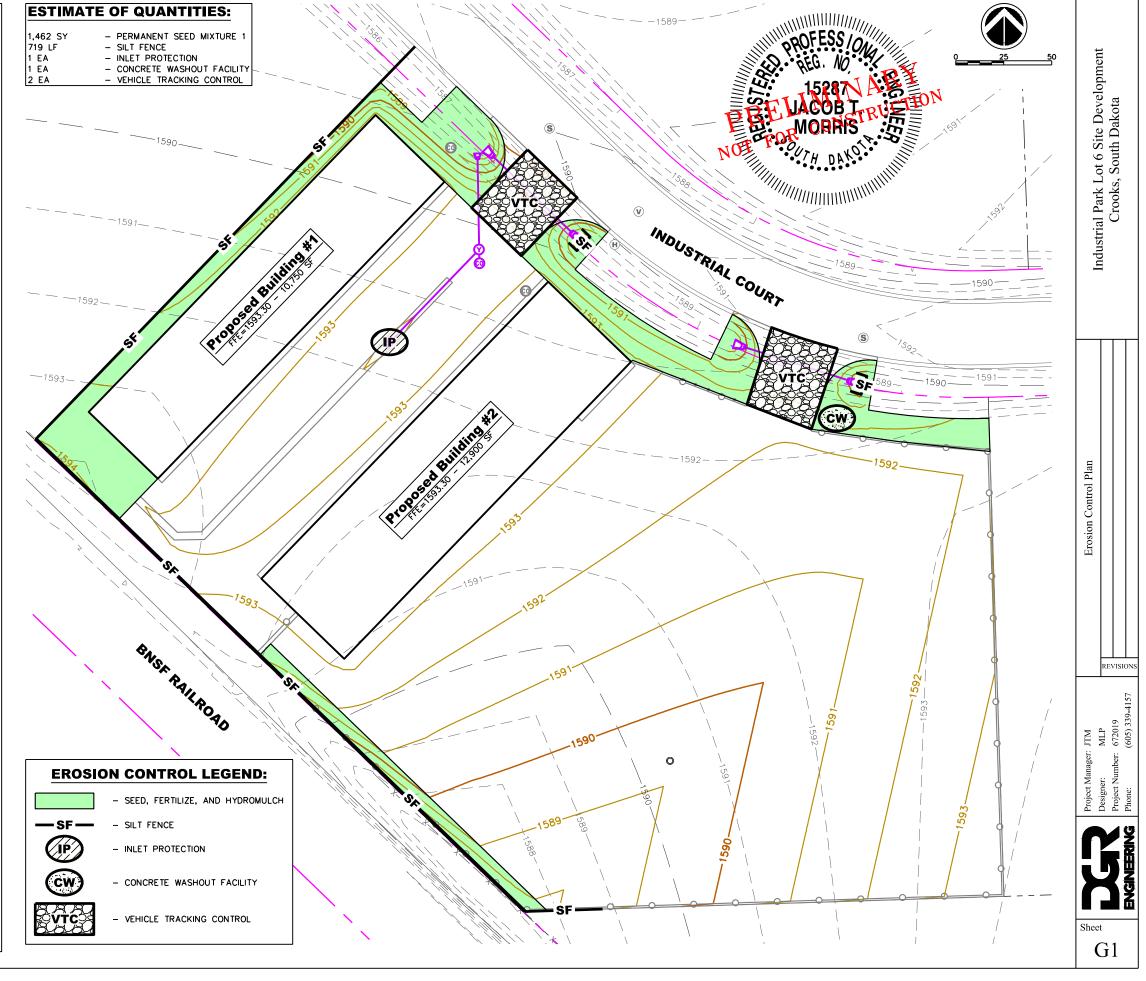
Sheet A2

EROSION CONTROL NOTES:

- I. THIS EROSION CONTROL PLAN IS PART OF A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) THAT HAS BEEN ISSUED WITH THE CONSTRUCTION DOCUMENTS. A SWPPP IS REQUIRED AS PART OF THE GENERAL NPDES PERMIT. THE PERMIT IS INCLUDED IN THE SWPPP. A SWPPP IS A LIVING DOCUMENT THAT NEEDS TO BE UPDATED ON A REGULAR BASIS TO MONITOR THE INSTALLATION AND MAINTENANCE OF EROSION CONTROL MEASURES IMPLEMENTED ON THE SITE FOR THE DURATION OF THE PROJECT.
- 2. ALL SEDIMENT AND EROSION CONTROL PRACTICES WILL BE INSPECTED, AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND AFTER ANY STORM EVENT OF GREATER THAN 0.5 INCHES OF PRECIPITATION DURING ANY 24—HOUR PERIOD, BY RESPONSIBLE PERSONNEL. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE BEST MANAGEMENT PRACTICES SHALL BE MADE IMMEDIATELY.
- 3. FOLLOWING SOIL DISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION SHALL BE COMPLETED WITHIN FOURTEEN (14) CALENDAR DAYS TO THE SURFACE OF ALL PERIMETER SEDIMENT CONTROLS, TOPSOIL STOCKPILES, AND ANY OTHER DISTURBED OR GRADED AREAS ON THE PROJECT SITE WHICH ARE NOT BEING USED FOR MATERIAL STORAGE, OR ON WHICH ACTUAL EARTH MOVING ACTIVITIES ARE BEING PERFORMED.
- 4. SOIL STABILIZATION SCHEDULE TEMPORARY SEEDING WITH OATS 2
 TO 3 BUSHELS PER ACRE AND MULCH ALL SLOPES 4:1 AND
 STEEPER WILL BE INITIATED ON ALL DISTURBED AREAS WHERE
 CONSTRUCTION ACTIVITY WILL NOT OCCUR FOR A PERIOD OF MORE
 THAN 21 CALENDAR DAYS BY THE 14TH DAY AFTER CONSTRUCTION
 ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED. THIS
 SEQUENCE SHALL REPEAT AS GROUND COVER IS REMOVED BY
 SUBSEQUENT CONSTRUCTION ACTIVITY.
- CONTRACTOR IS RESPONSIBLE FOR PHASING, MOVING, ADDING, REMOVING, AND REPLACING EROSION CONTROL TO FACILITATE CONSTRUCTION ACTIVITIES AND MAINTAIN PERIMETER SEDIMENT CONTROL
- APPLY FREQUENT LIGHT WATERING TO GROUND SURFACE AS REQUIRED TO CONTROL DUST.
- UPON COMPLETION OF CONSTRUCTION: SEED, FERTILIZE, AND MULCH ALL DISTURBED AREAS.
- MAINTENANCE OF ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR SUBCONTRACTORS. CLEANING OF CONTROL DEVICES SHALL BEGIN WHEN THEY HAVE LOST 50% OF THEIR CAPACITY.
- 10. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY VEHICULAR TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER.
- 11. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER. TRAPPED SEDIMENT AND THE DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENT.
- 2. AT NO TIME SHALL ANY WATERS FROM THIS PROJECT ENTER THE STORM SEWER OR LEAVE THE PROJECT LIMITS WITHOUT EXPOSURE TO A SEDIMENT FILTRATION DEVICE. ALL DROP INLETS, MANHOLES AND JUNCTION BOXES (EXISTING OR NEW) SHALL HAVE SEDIMENT CONTROL DEVICES PLACED AROUND THEIR PERIMETER DURING ALL STAGES OF CONSTRUCTION EXCEPT DURING THE PLACEMENT OF THE FINAL SURFACING. THIS MAY NECESSITATE MULTIPLE INSTALLATIONS OF THE SEDIMENT CONTROL DEVICES AT THE SAME LOCATION.

AREA TO BE DISTURBED: ±3.00 ACRES

THIS PROJECT DISTURBS MORE THAN 1 ACRE, A SDDANR NOTICE OF INTENT PERMIT HAS BEEN FILED, PERMIT NO. SDR*****.



OWNER

605 COMPANIES, INC.
MATT KISSELL
700 E 65TH STREET NORTH
SIOUX FALLS, SD 5710
PHONE NUMBER: (605) 251-3184

DESIGN ENGINEER

DGR ENGINEERING
1300 S HIGHLINE AVENUE
SIOUX FALLS, SD 57110
REGISTERED ENGINEER: JACOB MORRIS PE
EMAIL ADDRESS: jacob.morris@dgr.com
PHONE NUMBER: (605) 339-4157

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF SITE IMPROVEMENTS. THESE IMPROVEMENTS WILL INCLUDE CONSTRUCTION OF BUILDINGS, EROSION CONTROL MEASURES, GRADING, LANDSCAPING, AND PARKING LOT SURFACING.

EXISTING SITE CONDITIONS

THE EXISTING SITE CONSISTS OF AN OPEN LOT. THE SITE DRAINS TO THE NORTH WHERE SURFACE WATER ENTERS INDUSTRIAL COURT'S RIGHT OF WAY DITCH OR TO THE SOUTH WHERE SURFACE WATER ENTERS THE RAILROAD RIGHT OF WAY DITCH.

ARE WETLANDS AN ISSUE? NO

IF WETLANDS ARE AN ISSUE, HAS A DETERMINATION BEEN MADE BY THE US ARMY CORPS OF ENGINEERS? N/A

DOES THE STATE HISTORICAL PRESERVATION OFFICE (SHPO) NEED TO REVIEW THESE PLANS? NO

DOES THE SD GAME FISH AND PARKS NEED TO REVIEW THESE PLANS? NO

DOES THE US FISH AND WILDLIFE SERVICE NEED TO REVIEW THESE PLANS? NO

ADJACENT AREAS

THE SITE IS BORDERED BY INDUSTRIAL COURT TO THE NORTH. THE SITE IS BORDERED BY INDUSTRIAL PROPERTIES TO THE EAST AND WEST. THE SITE IS BORDERED BY THE BNSF RAILROAD TO THE SOUTH.

SOILS

THE SITE PRIMARILY CONSISTS OF SILTY CLAY LOAMS.

AREA DISTURBED

THE TOTAL SURFACE AREA TO BE DISTURBED IS APPROXIMATELY 3.00 ACRES.

TRAINING

TRAINING SHALL BE PROVIDED BY THE CONTRACTOR FOR THEIR EMPLOYEES AS NECESSARY TO ENSURE COMPLIANCE WITH THE ESCP/SWPPP.

TRAINING IS RECOMMENDED AT LEAST ANNUALLY BY THE CONTRACTOR FOR EMPLOYEES AND RESPONSIBLE PARTIES.

SEDIMENT CONTROL MEASURES

SILT FENCE, INLET SEDIMENT PROTECTION, VEHICLE TRACKING CONTROL, AND CONCRETE WASHOUT FACILITY.

AREA FOR STOCKPILE AND STORAGE:

ANY EXCAVATED MATERIALS TO BE REUSED MAY BE STOCKPILED WITHIN THE PROJECT LIMITS AT A LOCATION CHOSEN BY THE CONTRACTOR AND APPROVED BY THE OWNER AND ENGINEER. EXCESS EXCAVATED MATERIALS ARE TO BE HAULED OFF SITE. STOCK PILES OF EXCAVATED MATERIALS SHALL BE PROTECTED BY A SILT FENCE WHERE THE SILT FENCE SHALL BE PLACED AT A MINIMUM 8' FROM THE TOE OF THE PILE AND SEEDED WITH A TEMPORARY COVER CROP. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE MATERIALS AND STOCKPILE STORAGE SITES OUTSIDE THE PROJECT LIMITS

EROSION AND SEDIMENT CONTROL SEQUENCING

THE FOLLOWING EROSION AND SEDIMENT CONTROL SEQUENCING SHALL BE FOLLOWED BY THE OWNER/CONTRACTOR INVOLVED IN THIS CONSTRUCTION SITE ACTIVITY. CHANGES IN THE PROJECT'S CONSTRUCTION PLANS AND TIMELINES MAY REQUIRE THIS SEQUENCE TO BE CHANGED. ANY CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN (ESCP) MUST BE APPROVED BY THE ENGINEER PRIOR TO MAKING MODIFICATIONS IN THE FIELD.

PRIOR TO GRADING OPERATIONS:

- * OWNER SHALL REVIEW ALL EROSION AND SEDIMENT CONTROL MEASURES IN THIS ESCP.
- * ESCP SHALL BE APPROVED AND ACCEPTED BY THE CITY OF CROOKS ENGINEERING DEPARTMENT.
- * CONTRACTOR SHALL OBTAIN A GRADING PERMIT FROM THE CITY OF CROOKS ENGINEERING DEPARTMENT.
- * CONTACT INFORMATION SIGN MUST BE POSTED ON THE SITE.
- ALL PERIMETER EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AS SPECIFIED IN THE PLANS.

ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE MOST CURRENT STANDARDS OF THE CITY OF TEA ENGINEERING DESIGN STANDARDS. ANY VARIATION FROM THE ABOVE REFERENCED DESIGN STANDARDS SHALL NOT BE ALLOWED UNLESS FORMALLY APPROVED IN ADVANCE FROM THE ENGINEER AND CITY OF TEA.

SITE GRADING PHASE:

- UPON ISSUANCE OF A GRADING PERMIT, THE CONTRACTOR MAY PROCEED WITH SITE GRADING IN COMPLIANCE WITH THE GRADING PLAN AND APPROVED ESCP.
- * THE INSTALLATION OF ALL SEDIMENT CONTROL FACILITIES SHALL BEGIN BEFORE MAJOR SITE GRADING ACTIVITIES IN ACCORDANCE WITH THE ESCP.
- * DURING ALL PHASES OF GRADING, THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED WHILE IN SERVICE.

SCHEDULE

EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO SITE DISTURBANCE.

EROSION CONTROL MEASURES INSTALLED WITH THIS PROJECT SHALL REMAIN IN PLACE AND REMOVED ONCE THE SITE HAS BECOME STABILIZED.

PERMANENT STABILIZATION MEASURES

ALL DISTURBED AREAS FROM GRADING OPERATIONS SHALL BE SEEDED, FERTILIZED, AND HYDRO-MULCHED

STORM WATER MANAGEMENT CONSIDERATIONS

STORM WATER WILL GENERALLY FLOW TOWARD THE NORTH OR SOUTH SIDE OF THE SITE AND WILL BE COLLECTED BY RIGHT OF WAY DITCHES.

MAINTENANCE

ALL PAVED STREETS AND/OR PARKING LOTS ADJACENT TO THE SITE SHALL BE CLEANED AT THE END OF EACH WORKING DAY. ALL CONSTRUCTION TRAFFIC LEAVING THE SITE SHALL EXIT VIA THE VEHICLE TRACKING CONTROL.

INSPECTION OF EROSION AND SEDIMENT CONTROL MEASURES SHOULD BE SCHEDULED AT LEAST ONCE EVERY SEVEN CALENDAR DAYS, OR ONCE EVERY FOURTEEN CALENDAR DAYS AND WITHIN TWENTY-FOUR HOURS OF PRECIPITATION EXCEEDING 0.25 INCHES OF SNOW MELT GENERATING RUNOFF CAUSING SURFACE EROSION, TO CONFIRM COMPLIANCE. ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER. INSPECTION AND MAINTENANCE PROCEDURES WILL CONTINUE UNTIL ALL DISTURBED AREAS HAVE REACHED FINAL STABILIZATION.

SPILL PREVENTION/CONTROL PRACTICES

- FOR ALL HAZARDOUS MATERIALS STORED ON SITE, THE MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEAN UP WILL BE CLEARLY POSTED. SITE PERSONNEL WILL BE MADE AWARE OF THE PROCEDURES AND THE LOCATIONS OF THE INFORMATION AND CLEANUP SUPPLIES.
- APPROPRIATE CLEANUP MATERIALS AND EQUIPMENT WILL BE MAINTAINED BY THE CONTRACTOR IN THE MATERIALS STORAGE AREA ON-SITE. AS APPROPRIATE, EQUIPMENT AND MATERIALS MAY INCLUDE ITEMS SUCH AS BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, KITTY LITTER, SAND, SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR CLEAN UP PURPOSES.
- ALL SPILLS WILL BE CLEANED IMMEDIATELY AFTER DISCOVERY AND THE MATERIALS DISPOSED OF PROPERLY.
- THE SPILL AREA WILL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE
 PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.
- AFTER A SPILL A REPORT WILL BE PREPARED DESCRIBING THE SPILL, WHAT CAUSED IT, AND THE CLEANUP MEASURES TAKEN. THE SPILL PREVENTION PLAN WILL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM REOCCURRING, AS WELL AS CLEAN UP INSTRUCTIONS IN THE EVENT OF REOCCURRENCES.
- THE CONTRACTOR'S SITE SUPERINTENDENT, RESPONSIBLE FOR DAY—TO—DAY OPERATIONS, WILL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THE SITE SUPERINTENDENT HAS HAD APPROPRIATE TRAINING FOR HAZARDOUS MATERIALS HANDLING, SPILL MANAGEMENT, AND CLEANUP.

SOIL STABILIZATION

AFTER CONSTRUCTION BEGINS, SOIL STABILIZATION SHALL BE APPLIED WITHIN 14 DAYS TO ALL DISTURBED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN DORMANT (UNDISTURBED) FOR PERIODS LONGER THAN AN ADDITIONAL 21 CALENDAR DAYS. WITHIN 14 DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE, PERMANENT OR TEMPORARY SOIL SURFACE STABILIZATION SHALL BE APPLIED TO DISTURBED AREAS AND SOIL STOCKPILES.

MAXIMUM TIME LIMITS OF LAND EXPOSURES FOR SELECTION OF EROSION CONTROLS:

EROSION CONTROL METHOD

SURFACE ROUGHENING*
MULCHING

12

TEMPORARY REVEGETATION

24

PERMANENT REVEGETATION

25

EARLY APPLICATION OF ROAD BASE

16

EARLY APPLICATION OF ROAD BASE

17

EARLY APPLICATION OF ROAD BASE

18

EARLY APPLICATION OF ROAD BASE

19

EARLY APPLICATION OF ROAD BASE

10

EARLY APPLICATION OF ROAD BASE

10

EARLY APPLICATION OF ROAD BASE

10

EARLY APPLICATION OF ROAD BASE

*THE SURFACE ROUGHENING EROSION CONTROL METHOD MAY BE EXTENDED UP TO THE MAXIMUM OF THREE MONTHS ON A CASE BASIS IF THE CITY INSPECTOR HAS DETERMINED THAT THE SITE DEMONSTRATES THE FOLLOWING:

APPROPRIATE SOIL CONDITIONS EXIST FOR THE METHOD OF CONTROL
DISTURBED AREAS WILL BE SEEDED AND MULCHED WITHIN THREE MONTHS
SEASONAL PLANTING LIMITATIONS EXIST
SOIL STABILIZATION METHOD HAS DEMONSTRATED ITS EFFECTIVENESS

TOPSOIL

OPERATOR SHALL PRESERVE AND PLACE EXISTING TOPSOIL AND MINIMIZE SOIL COMPACTION WHERE FEASIBLE.

NOTICE OF INTENT

A NOTICE OF INTENT (NOI) HAS BEEN FILED WITH THE SDDANR. THE PERMIT NUMBER IS AVAILABLE FROM THE OWNER.

DEWATERING

DEWATERING OPERATIONS ARE NOT EXPECTED, IF NEEDED, A GENERAL DEWATERING PERMIT WILL BE REQUIRED FROM THE SDDANR.

PROFESS ION A BEG. NO. 15287 A BEG. NO.

K

REVISION

I Park Lot 6 Site Devel Crooks, South Dakota

Sheet

G2



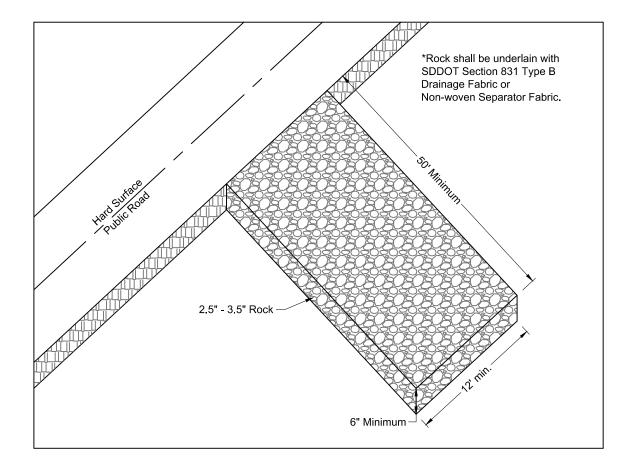
Vehicle Tracking Control

Definition:

A stone stabilized pad located at points of vehicular ingress and egress on a construction site.

Purposes:

To reduce the amount of mud transported onto public roads by motor vehicles or runoff.



Temporary Vehicle Tracking Control

Specification Reference No. 734

Plate Number 734.02

Revised: May 2019

Silt Fence

SF

Definition:

A temporary sediment barrier consisting of a filter fabric stretched across and attached to supporting posts and entrenched. The silt fence is a temporary linear barrier constructed of synthetic filter fabric and supported by wooden or steel posts.

- 1. To intercept and detain small amounts of sediment from disturbed areas during construction operations in order to reduce sediment in runoff from leaving the site.
- 2. To decrease the velocity of sheet flows and low-to-moderate level concentrated flows.

1. Set posts Attach fabric, sandwich fabric

Excavate a 4" x 4" trench upslope along the posts.

overlap between posts and wire and

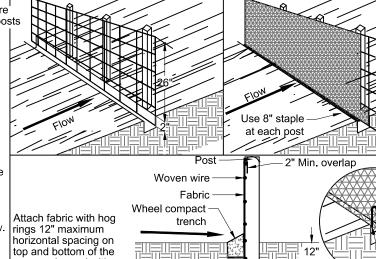
extend into trench.

abric to be 36" wide

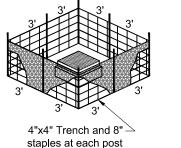
Industrial Park Lot 6 Site Development Crooks, South Dakota

Attach a supporting wire fence to the posts

Backfill trench. If rock type soils are encountered, utilize 30 to 40 lb sandbags butted end to end to prevent underflow.



woven wire and with staples or wire ties at -8" staplė 12" maximun vertical at each post spacing on the posts. On multiple pipe installations, the width of the silt fence installation will increase.



Adjustments to be made on the construction 4"x4" Trench and 8" staples at each post

Fence material shall conform to geotextile specifications, Section 831 of SDDOT Standard Specifications for Roads and Bridges, latest edition. Revised: October 2005

CITY OF SIOUX FALLS **PUBLIC WORKS**

Silt Fence (Woven Wire)

Specification Reference No. 734

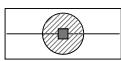
Plate Number 734.09

REVISION

G3

CITY OF SIOUX FALLS **PUBLIC WORKS**

IΡ



Inlet Protection

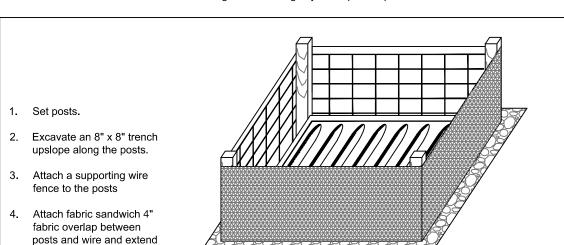


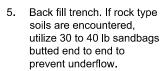
Definition:

A sediment filter or an excavated impounding area around a storm drain drop inlet or curb inlet.

Purposes:

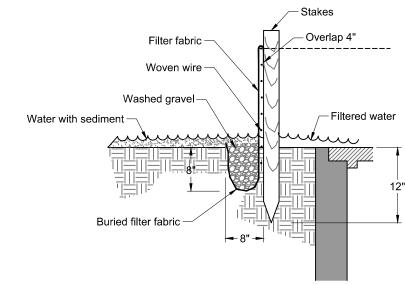
To reduce sediment from entering storm drainage systems prior to permanent stabilization of disturbed areas.





into trench.

Attach fabric with hog rings 12" maximum horizontal spacing on top and bottom of the woven wire and with staples or wire ties at 12" maximum vertical spacing on the posts.



Filter fabric shall conform to Section 831 of SDDOT Standard Specifications for Roads and Bridges, latest edition.

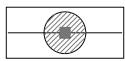
Revised: June 2000



Silt Fence Drop Inlet Sediment Filter

Specification Reference No. 734

Plate Number 734.17



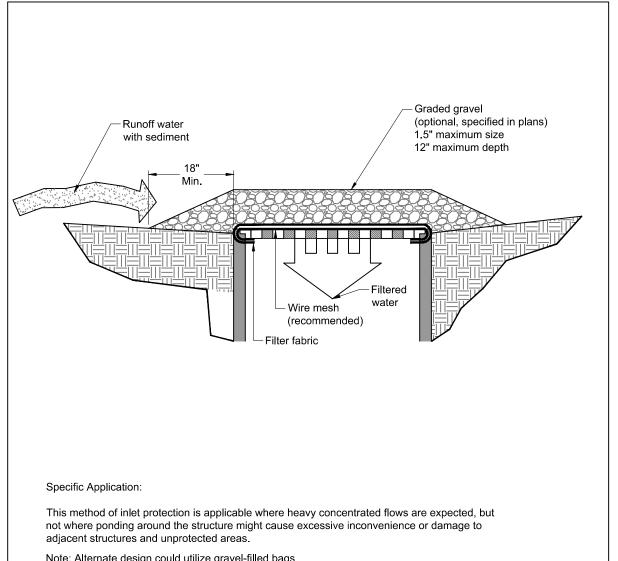
Inlet Protection



A sediment filter or an excavated impounding area around a storm drain drop inlet or curb inlet.

Purposes:

To reduce sediment from entering storm drainage systems prior to permanent stabilization of disturbed areas.



Note: Alternate design could utilize gravel-filled bags.

Drainage and filtration fabric shall conform to Section 831 of SDDOT Standard Specifications for Roads and Bridges, latest edition.

Revised: October 2006



Gravel/Filter Fabric Drop Inlet Sediment Filter Specification Reference No. 734

Plate Number 734.21



G4

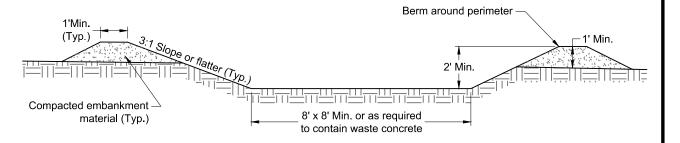
Revised: December 2008 Plate

Concrete Washout Facility



Notes:

- 1. Concrete washout facility shall be installed prior to any concrete placement on site.
- 2. A sign shall be installed adjacent to each washout facility to inform concrete equipment operators to utilize the CWF.
- 3. The concrete washout facility shall be repaired and enlarged or cleaned out as necessary to maintain capacity for wasted concrete.
- 4. When CWF are no longer required for the work, the hardened concrete and materials used to construct the CWF shall be removed and disposed of.
- 5. When the concrete washout facility is removed, the holes, depressions or other ground disturbance shall be backfilled, repaired and stabilized.



Cross Sectional View

CITY OF SIOUX FALLS **PUBLIC WORKS**

Concrete Washout Facility

Specification Reference No. 734

Number 734.28 BASIS OF BEARINGS FOR THIS SURVEY IS UTM ZONE 14 NORTH PROJECTION, US FOOT, GROUND COORDINATES.

ALL ELEVATIONS SHOWN ON THIS SURVEY ARE NORTH AMERICAN VERTICAL DATUM OF 1988.

THE UNDERGROUND UTILITIES SHOWN ARE REFLECTIVE OF THE PROPOSED DESIGN OF THE INDUSTRIAL PARK AND NOT INSTALLED AT THE TIME OF PLAN COMPLETION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

LEGAL DESCRIPTION:

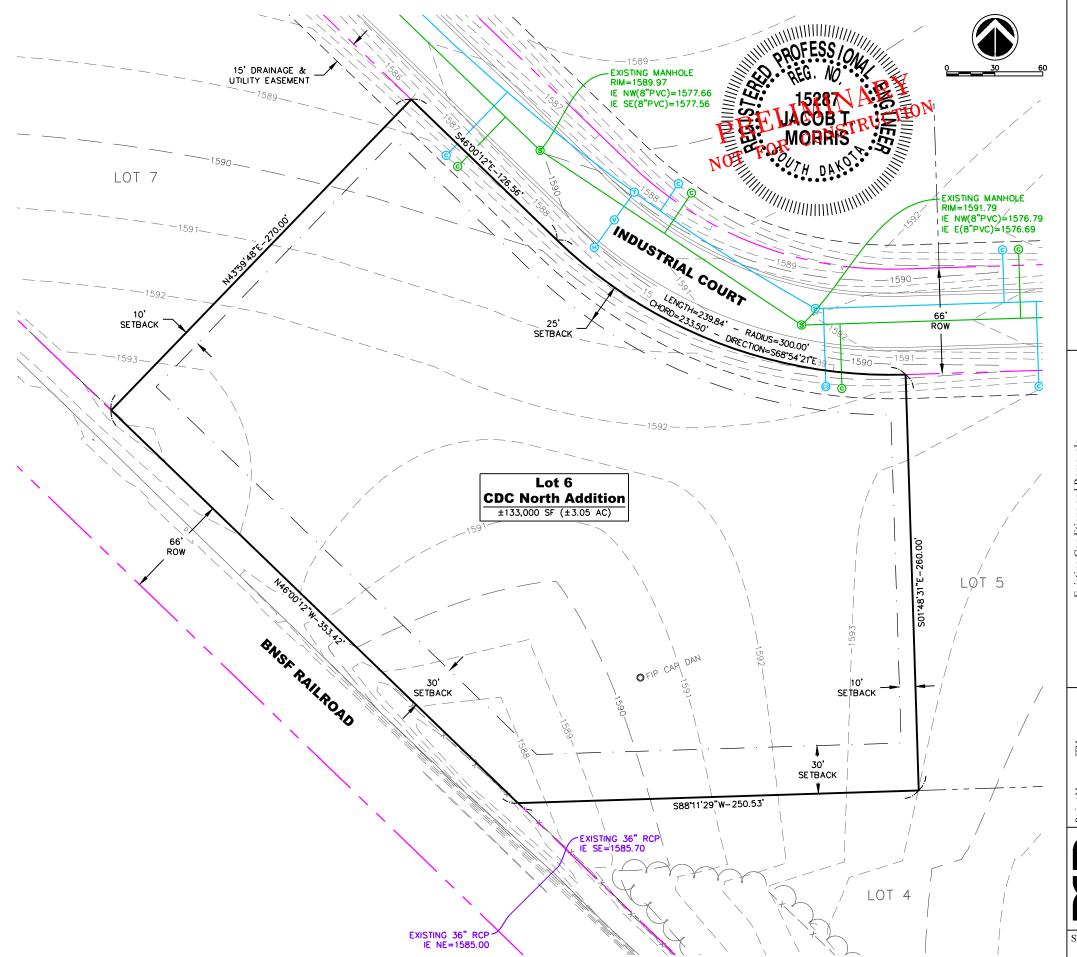
LOT 6 OF CDC NORTH ADDITION TO THE CITY OF CROOKS, SOUTH DAKOTA

SETBACKS:

FRONT YARD: 25 FT SIDE YARD: 10 FT REAR YARD: 30 FT MAX BUILDING HEIGHT: 45 FT

ZONING:

LI - LIGHT INDUSTRIAL



) DGR01/PRJ/06/72/019/672019/DWG/PLANS/672019 - EXISTING CONDITIONS AND REMOVALS.DW

ENGINEERING ENGINEERING

Industrial Park Lot 6 Site Development Crooks, South Dakota

Sheet

H1

NOTES:

ALL WORK AND MATERIALS SHALL CONFORM TO THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, CURRENT EDITION.

SEE ARCHITECTURAL PLANS FOR ADDITIONAL BUILDING DIMENSIONS AND STOOP DETAILS.

CONCRETE USED ON THIS PROJECT SHALL CONFORM TO CLASS M-6 OF THE SDDOT STANDARD SPECIFICATIONS SECTION 462, UNLESS OTHERWISE NOTED.

A 1/2" PREFORMED EXPANSION MATERIAL SHALL BE PLACED BETWEEN THE PROPOSED CONCRETE PAVEMENT WHEN INSTALLED ADJACENT TO EXISTING CONCRETE PAVEMENT AND BUILDINGS.

PAVEMENT SURFACE SLOPES MUST NOT EXCEED 2% MAXIMUM IN ANY ACCESSIBLE PARKING STALL OR ACCESSIBLE ISLE.

ALL CONCRETE SHALL BE CURED IN ACCORDANCE WITH SECTION 380.3.M.2. CURING COMPOUND MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 821.1.C.

ASPHALT CONCRETE COMPOSITE PLACEMENT, COMPACTION EQUIPMENT AND METHODS SHALL MEET THE REQUIREMENTS AS SET FORTH IN THE SDDOT STANDARD SPECIFICATION, SECTION 320, CURRENT EDITION.

ASPHALT CONCRETE COMPOSITE SHALL CONFORM TO THE SDDOT SPECIFICATIONS FOR CLASS G, ASPHALT CONCRETE AND BE COMPACTED TO A MINIMUM DENSITY OF 92% OF SPECIFIED DENSITY.

KEYNOTES:

INSTALL ASPHALT SURFACING (4") WITH 8" OF AGGREGATE BASE COURSE. INSTALL TWO (2) - 2" LIFTS PER SDDOT STANDARD SPECIFICATIONS (1,877 SY). ASPHALT SURFACING SHALL CONFORM

- TO SDDOT CLASS G MIX. TOP LIFT SHALL BE CLASS G-2 MIX WITH LOWER LIFTS CONFORMING TO CLASS G-1. A TACK COAT (SS-1H OR CSS-1H) SHALL BE APPLIED BETWEEN EACH LIFT AND ADJACENT PAVEMENT SURFACES AT A RATE OF .05 GAL/SY. SEE SURFACING SECTION DETAIL.
- (2) INSTALL 12" ASPHALT MILLINGS (8,285 SY).
- INSTALL 6" PCC APPROACH PAVEMENT OVER COMPACTED SUBGRADE AND BASE CUSHION PER TYPICAL SECTION (209 SY).
- 4 INSTALL 8" PCC APPROACH PAVEMENT OVER COMPACTED SUBGRADE AND BASE CUSHION PER TYPICAL SECTION (203 SY).
- (5) INSTALL 6" PCC APRON AT A TYPICAL 3' WIDTH OVER COMPACTED SUBGRADE AND BASE CUSHION PER TYPICAL SECTION (157 SY).
- 6 INSTALL 6" PCC VALLEY GUTTER AT A TYPICAL 4' WIDTH OVER COMPACTED SUBGRADE AND BASE CUSHION PER TYPICAL SECTION (101 SY).
- 7) INSTALL CHAINLINK FENCE (859 LF).
- 8 INSTALL 40' CANTILEVER SLIDE GATE (1 EA).
- (9) INSTALL 2" MINIMUM CALIPER DECIDUOUS TREE (8 TREES).

GRADING PLAN

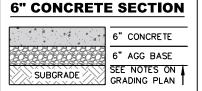
LANDSCAPING REQUIREMENTS:

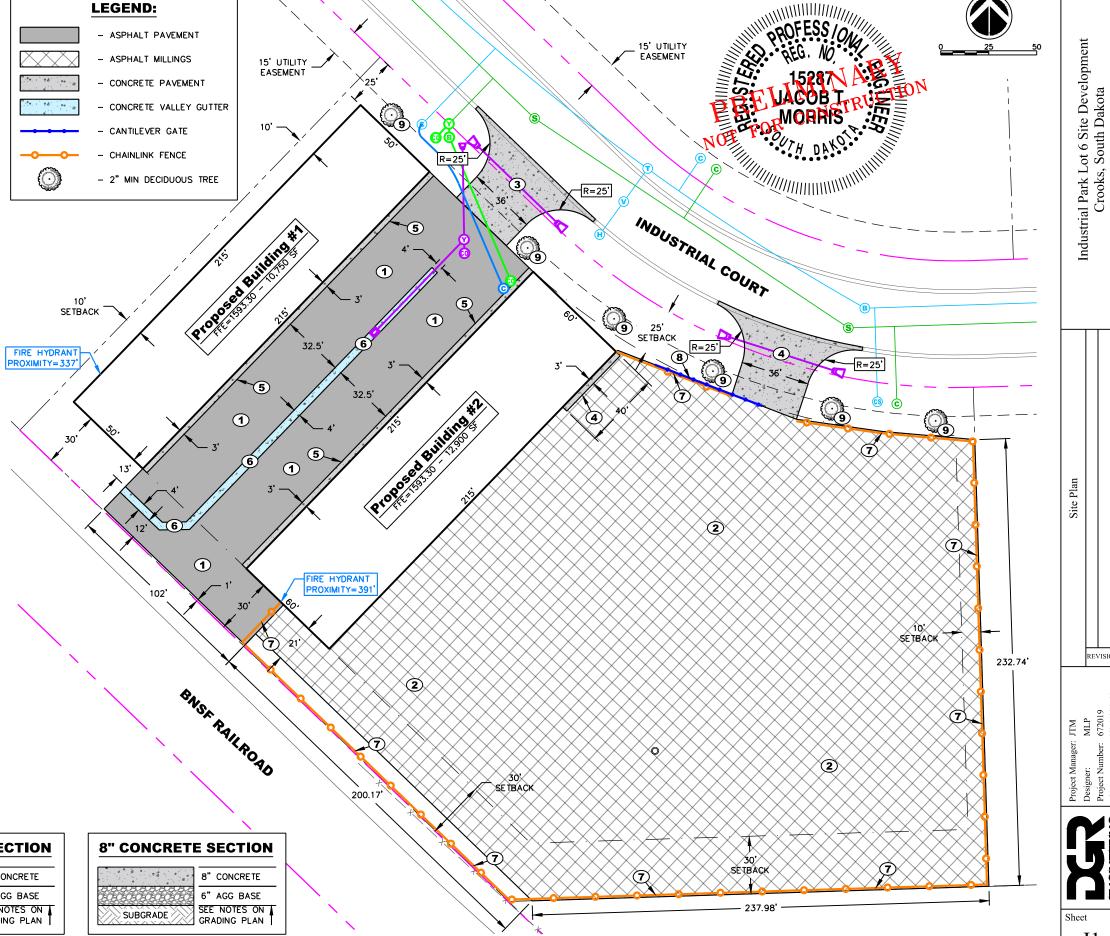
90% OF REQUIRED FRONT YARD SETBACKS SHALL BE LANDSCAPED AND MAINTAINED WITH LIVING GROUND COVER.

1 TREE PER 50 LF OF STREET FRONTAGE.

INDUSTRIAL COURT - (367 LF - 72 LF OF DRIVEWAYS) / 50 = 6 TREES.

2" G2 MIX 2" G1 MIX 8" AGG BASE SUBGRADE SUBGRADE





UTILITY NOTES:

THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING PUBLIC AND PRIVATE UTILITIES PRIOR TO CONSTRUCTION.

ALL TRENCH BACKFILL WITHIN THE STREET RIGHT OF WAY SHALL BE GRANULAR MATERIAL AND COMPACTED TO NO LESS THAN 98% STANDARD PROCTOR DENSITY.

SITE DEVELOPMENT CONTRACTOR TO COORDINATE WITH BUILDING AND PLUMBING CONTRACTOR TO VERIFY UTILITY SERVICE LOCATIONS WITHIN THE BUILDING. ALL UTILITY INSTALLATIONS SHALL BE IN COMPLIANCE WITH LOCAL BUILDING CODES AS WELL AS INTERNATIONAL FIRE CODES FOR INSTALLATION INTO THE PROPOSED BUILDING.

CONTRACTOR SHALL COORDINATE PRIVATE UTILITY CONNECTIONS TO CITY OWNED UTILITIES WITH THE CITY OF CROOKS.

CONTRACTOR TO MAINTAIN A MINIMUM OF 18" OF VERTICAL CLEARANCE BETWEEN THE SANITARY SEWER, STORM SEWER, AND WATER MAIN AT ALL CROSSINGS.

SANITARY SEWER PIPE AND FITTINGS SHALL BE PVC SEWER PIPE MEETING THE REQUIREMENTS OF ASTM D3034, BUT SHALL CONFORM TO MINIMUM PIPE NOMINAL DIAMETER RATIO TO WALL THICKNESS OF SDR 35. JOINTS SHALL BE GASKETED, PUSH ON TYPE IN ACCORDANCE WITH ASTM D3212.

SANITARY SEWER SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH CORRESPONDING DETAIL WITH A MINIMUM COVER OF 6' TO TOP OF PIPE AT A GRADE NOT LESS THAN 2.00%. SANITARY SEWER SERVICES SHALL BE INSTALLED WITH BEDDING MATERIAL AS PER DETAIL. SEWER SERVICES SHALL BE INSTALLED WITH NO. 12 SOLID COPPER TRACER WIRE WITH 45 MIL HMW-HDPE INSULATION PER THE DETAIL.

WATER SERVICE LINES SHALL BE SI DR7 HIGH DENSITY POLYETHYLENE (IPS SIZE, 250 PSI) IN ACCORDANCE WITH ASTM D2239. STAINLESS STEEL STIFFENERS SHALL BE USED AT ALL PIPE FITTINGS. ALL FITTINGS SHALL BE COMPRESSION CONNECTIONS (CORP INLET THREADED AWWA TYPE CC).

WATER SERVICES SHALL BE INSTALLED AND BEDDED IN ACCORDANCE WITH THE CORRESPONDING DETAIL AND HAVE A MINIMUM COVER OF 6' TO TOP OF PIPE. WATER SERVICE INSTALLATION SHALL MEET ALL INTERNATIONAL FIRE CODES FOR INSTALLATION INTO BUILDING. WATER SERVICES SHALL BE INSTALLED WITH NO. 12 SOLID COPPER TRACER WIRE WITH 45 MIL HMW-HDPE INSULATION PER THE DETAIL.

ALL WATER SERVICES AND APPURTENANCES SHALL BE PRIVATELY OWNED AND MAINTAINED.

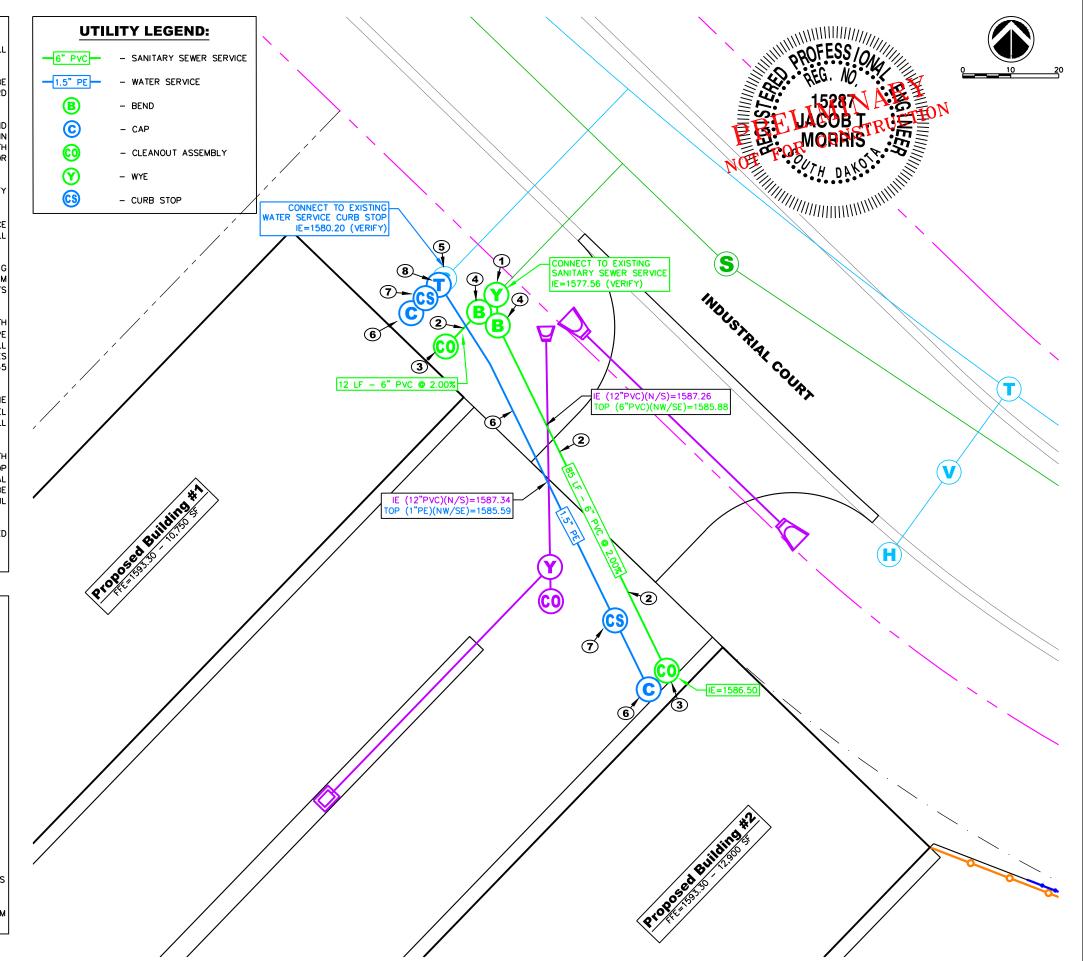
ALL SEWER SERVICES SHALL BE PRIVATELY OWNED AND MAINTAINED.

KEYNOTES:

- CONNECT TO EXISTING SANITARY SEWER SERVICE (1 EA) WITH 6"X6" SDR 35 SANITARY SEWER WYE. IE=1577.56 (VERIFY).
 CONTRACTOR TO ORIENT WYE TO ALLOW FOR VERTICAL SERVICE
- INSTALL 6" SDR 35 SANITARY SEWER PIPE @ 2.00% (97 LF).
- INSTALL 6" SDR 35 SANITARY SEWER CLEANOUT/WYE ASSEMBLY

 (2 EA). CLEANOUT SHALL BE LOCATED WITHIN 5 FEET OF
 BUILDING.
- INSTALL 6" SDR 35 SANITARY SEWER SERVICE RISER USING BENDS AS NEEDED. BEND DEFLECTION SHALL NOT EXCEED 45".

 SEWER SERVICE RISER SHALL BE BASED ON ACTUAL CONDITIONS IN THE FIELD. SEWER SERVICE SHALL BE A MINIMUM 6.80' DEEP AT BUILDING AND HAVE A MINIMUM SLOPE OF 2.00%.
- 5 CONNECT TO EXISTING 1.5" WATER SERVICE CURB STOP (1 EA).
- 6 INSTALL 1.5" POLYETHYLENE WATER SERVICE TO BUILDING (100 LF). CAP WATER SERVICE WITHIN 5 FEET OF BUILDING USING
- INSTALL 1.5" WATER SERVICE CURB STOP WITH BOX. CURB STOPS WITHIN PAVEMENT SHALL HAVE CASTING PER DETAIL.
- (8) INSTALL 1.5" BRASS PACK-JOINT COMPRESSION TEE DOWNSTREAM OF EXISTING CURB STOP. (1 EA)



Industrial Park Lot 6 Site Development Crooks, South Dakota

GRADING NOTES:

CONTRACTOR SHALL TAKE CARE TO GRADE ONLY ON THE SUBJECT PROPERTY, NO STRIPPING OR STOCKPILING OF MATERIAL OUTSIDE OF THE PROJECT LIMITS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY GRADING WILL TAKE PLACE BEYOND THE PERMITTED LIMITS OF DISTURBANCE.

CONTRACTOR SHALL FURNISH ALL BORROW MATERIAL, IF NECESSARY TO ACHIEVE FINAL DESIGN ELEVATIONS. ALL EXCESS MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF IN A LAWFUL MANNER

ACCEPTABILITY OF THE EXISTING NATURAL SUBGRADE MATERIAL SHALL BE DETERMINED BY A QUALIFIED GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF ANY FILL. UNACCEPTABLE SUBGRADE MATERIAL DEFINED AS VEGETATION, ORGANIC MATERIALS, AND UNSTABLE SUBGRADE. ACCEPTABLE SUBGRADE MATERIAL AND ENGINEERED FILL MATERIAL SHALL BE EITHER GRANULAR SOILS OR NON-ORGANIC CLAY SOILS WITH L.L. LESS THAN 45 AND P.L. NOT TO EXCEED 25.

UNSTABLE OR UNSUITABLE SOILS WHICH ARE REVEALED BY PROOFROLLING AND WHICH CANNOT BE ADEQUATELY DENSIFIED IN-PLACE SHALL BE REMOVED AND REPLACED WITH NEW STRUCTURAL FILL TO A DEPTH OF 12-INCHES BELOW AGGREGATE BASE GRADE.

SUBGRADE PREPARATION IN PAVEMENT AREAS HAVING ACCEPTABLE SUBGRADE MATERIAL SHALL BE SCARIFIED AND RECOMPACTED TO A DEPTH OF 8-INCHES MINIMUM IN CUT AREAS, COMPACT ACCEPTABLE FILL MATERIALS IN FILL AREAS. COMPACTION TO BE AT LEAST 95% OF STANDARD PROCTOR DENSITY OR AS DIRECTED BY THE ENGINEER.

TOPSOIL SHALL BE REMOVED FROM THE CONSTRUCTION LIMITS AND STORED ON SITE PRIOR TO GRADING OPERATIONS. FOLLOWING THE COMPLETION OF GRADING OPERATIONS, THE TOPSOIL SHALL BE SPREAD EVENLY TO A MINIMUM COMPACTED DEPTH OF 6-INCHES IN ALL DISTURBED AREAS TO BE SEEDED, FERTILIZED, AND HYDROMULCHED.

CONTOURS REPRESENT FINISHED GRADE SURFACES. THE CONTRACTOR SHALL VERIFY THE PROPOSED DEPTH OF PAVING, GRAVEL, AND TOPSOIL AREAS TO ACHIEVE THE REQUIRED SUBGRADE ELEVATIONS.

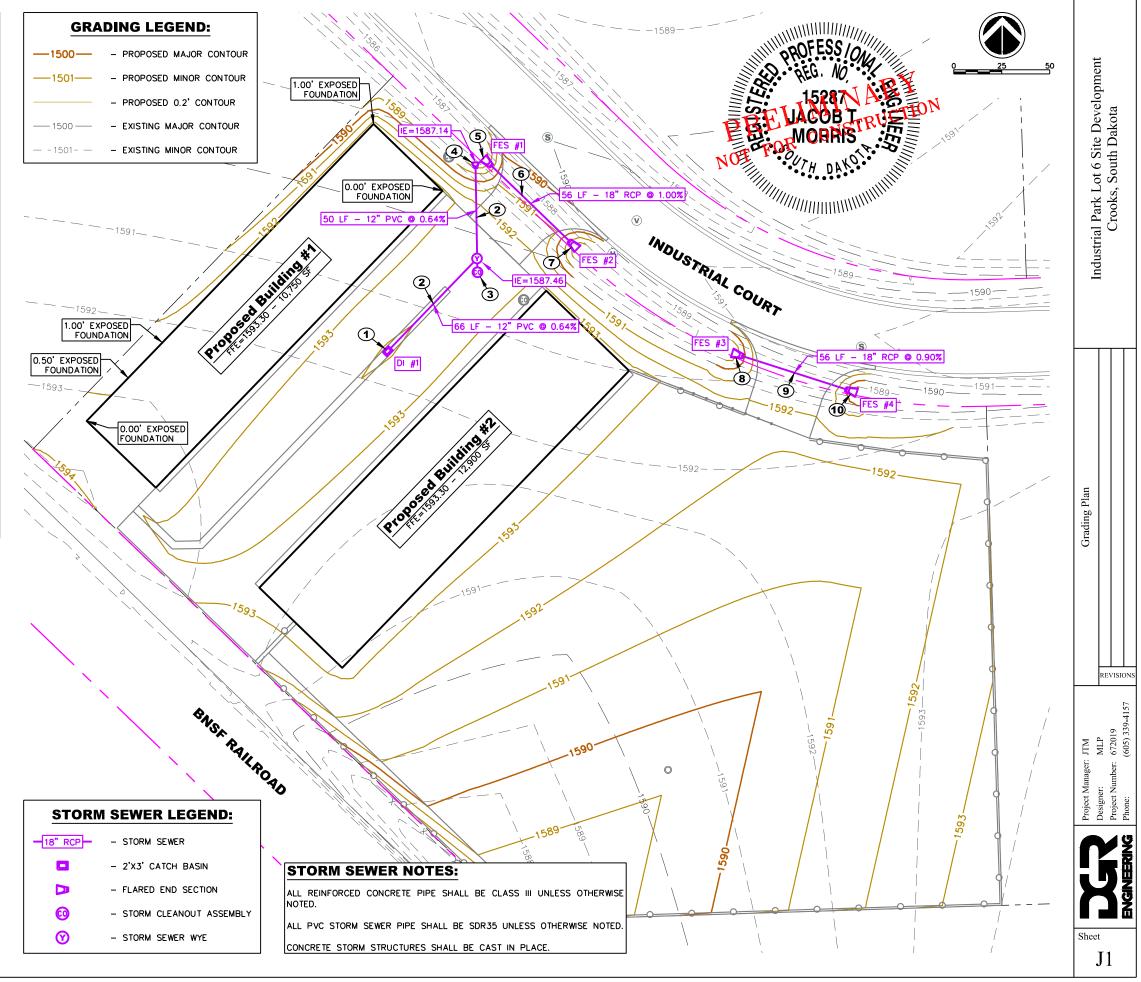
THE CONTRACTOR SHALL CONTROL GRADING OPERATIONS SUCH THAT THE SITE SHALL BE WELL DRAINED AT ALL TIMES.

CONTRACTOR SHALL ENSURE ALL CONSTRUCTION MEETS CURRENT ADA STANDARDS FOR SLOPES AT ENTRANCES, RAMPS, APPROACHES SIDEWALKS AND PARKING STALLS.

KEYNOTES:

INSTALL 2'X3' TYPE B1 DROP INLET (DI #1) WITH NEENAH R-3360-A FRAME AND GRATE (TYPE C)

- RIM=1591.88 DEPTH=4.00' IE NE(12"PVC)=1587.88
- 2 INSTALL 12" PVC PIPE @ 0.64% (116 LF).
- (3) INSTALL 6" SDR 35 STORM SEWER CLEANOUT/WYE ASSEMBLY (1 EA).
- MITER 12" PVC PIPE END TO MATCH EMBANKMENT SLOPE. IE S(12"PVC)=1587.14
- (5) INSTALL 18" RCP FLARED END SECTION (FES #1) IE SE(18"RCP)=1586.64
- 6 INSTALL 18" RCP PIPE @ 1.00% (56 LF).
- 7 INSTALL 18" RCP FLARED END SECTION (FES #2) IE NW(18"RCP)=1587.32
- (8) INSTALL 18" RCP FLARED END SECTION (FES #3) IE SE(18"RCP)=1588.19
- 9 INSTALL 18" RCP PIPE @ 0.90% (56 LF).
- INSTALL 18" RCP FLARED END SECTION (FES #4)
 IE NW(18"RCP)=1588.80



GRADING NOTES:

CONTRACTOR SHALL TAKE CARE TO GRADE ONLY ON THE SUBJECT PROPERTY, NO STRIPPING OR STOCKPILING OF MATERIAL OUTSIDE OF THE PROJECT LIMITS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY GRADING WILL TAKE PLACE BEYOND THE PERMITTED LIMITS OF DISTURBANCE.

CONTRACTOR SHALL FURNISH ALL BORROW MATERIAL, IF NECESSARY TO ACHIEVE FINAL DESIGN ELEVATIONS. ALL EXCESS MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF IN A LAWFUL MANNER.

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TOPSOIL SHALL BE REMOVED FROM THE CONSTRUCTION LIMITS AND STORED ON SITE PRIOR TO GRADING OPERATIONS. FOLLOWING THE COMPLETION OF GRADING OPERATIONS, THE TOPSOIL SHALL BE SPREAD EVENLY TO A MINIMUM COMPACTED DEPTH OF 6-INCHES IN ALL DISTURBED AREAS TO BE SEEDED, FERTILIZED, AND HYDROMULCHED.

CONTOURS REPRESENT FINISHED GRADE SURFACES. THE CONTRACTOR SHALL VERIFY THE PROPOSED DEPTH OF PAVING, GRAVEL, AND TOPSOIL AREAS TO ACHIEVE THE REQUIRED SUBGRADE ELEVATIONS.

THE CONTRACTOR SHALL CONTROL GRADING OPERATIONS SUCH THAT THE SITE SHALL BE WELL DRAINED AT ALL TIMES.

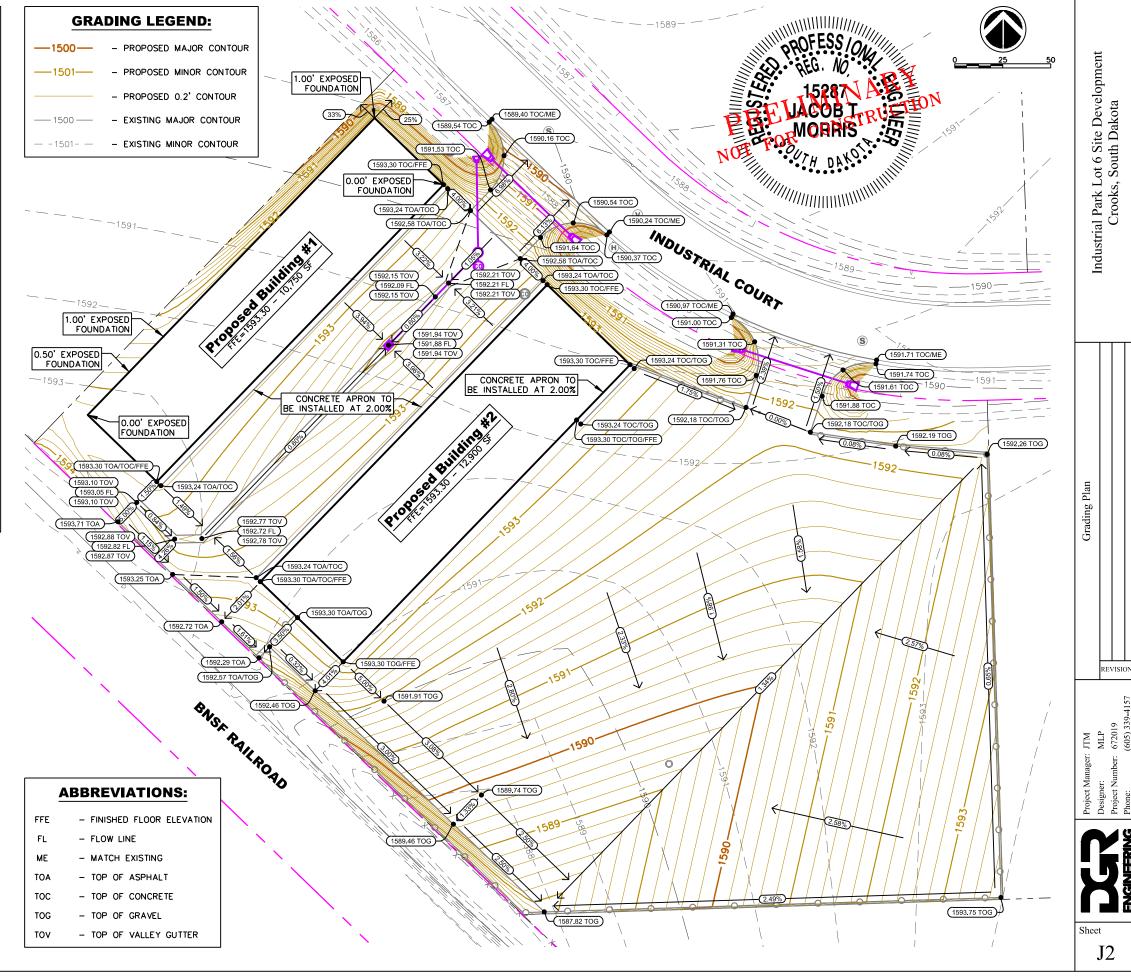
CONTRACTOR SHALL ENSURE ALL CONSTRUCTION MEETS CURRENT ADA STANDARDS FOR SLOPES AT ENTRANCES, RAMPS, APPROACHES SIDEWALKS AND PARKING STALLS.

Table of Excavation Quantities					
	Quantities (CY)				
Strip, Stockpile, & Place Topsoil ¹	o				
Excavation (Cut) ²	2,730				
Contractor Furnished Borrow ³	0				
Total Unclassified Excavation:	2,730				
Embankment (Fill) ²	2,100				
Shrink (30%)	630				
Total Embankment:	2,730				

¹ Topsoil was not placed on this site as part of the "Development Engineering & Construction Plans for CDC North Industrial Park" project.

² Embankment and Excavation quantities are based on the finished grade surface from the "Development Engineering & Construction Plans for CDC North Industrial Park" project being left 6" low outside of roadways compared to the datum of the current project's finished grade surface. The datum of the current finished grade surface is based on the finished grade surface being left 6" low in areas planned to be seeded; 12" low in areas planned to have surfacing installed; 16" low in areas planned to be building pads.

³ Actual borrow material required is subject to actual shrinkage observed.

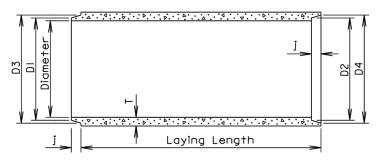


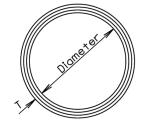
Industrial Park Lot 6 Site Development Crooks, South Dakota

TOLERANCES IN DIMENSIONS

Diameter: $\pm 1.5\%$ for 24" Dia. or less and $\pm 1\%$ or $\frac{3}{6}$ " whichever is more for 27" Dia. or greater. Diameters at joints: $\pm \frac{3}{6}$ " for 30" Dia. or less and $\pm \frac{1}{4}$ " for 36" or greater. Length of joint (j): $\pm \frac{1}{4}$ ".

Wall thickness (T): not less than design T by more than 5% or $\frac{3}{16}$ ", whichever is greater. Laying length: shall not underrun by more than $\frac{1}{2}$.





LONGITUDINAL SECTION

END VIEW

GENERAL NOTES:

Published Date: 1st Qtr. 2023

Construction of R.C.P. shall conform to the requirements of Section 990 of the Specifications.

Not more than 2 four-foot sections shall be permitted near the ends of any culvert. Four-foot lengths shall be used only to secure the required length of culvert.

Diam. (in.)	Approx. Wt./Ft. (Ib.)	T (in.)	J (in.)	DI (in.)	D2 (in.)	D3 (in.)	D4 (in.)
12	92	2	13/4	13 ¹ / ₄	135/8	13%	141/4
15	127	21/4	2	161/2	16%	171/4	175/8
18	168	21/2	21/4	195/8	20	20¾	20¾
21	214	23/4	21/2	22 1/8	231/4	23¾	241/8
24	265	3	23/4	26	26¾	27	273/8
27	322	3 ¹ / ₄	3	291/4	295/8	30 ¹ / ₄	305/8
30	384	31/2	31/4	323/8	32¾	331/2	33%
36	524	4	3¾	38¾	391/4	40	401/2
42	685	41/2	4	451/8	45 ⁵ / ₈	461/2	47
48	867	5	41/2	511/2	52	53	531/2
54	1070	51/2	41/2	577/8	58¾	59¾	59%
60	1296	6	5	641/4	64¾	66	661/2
66	1542	61/2	51/2	70%	711/8	721/2	73
72	1810	7	6	77	771/2	79	791/2
78	2098	71/2	61/2	83%	83%	85%	861/8
84	2410	8	7	89¾	901/4	921/8	92%
90	2740	81/2	7	95¾	96 ¹ / ₄	981/8	985/8
96	2950	9	7	1021/8	1025/8	1041/2	105
102	3075	91/2	71/2	109	1091/2	1111/2	112
108	3870	10	71/2	1151/2	116	118	1181/2

June 26, 2015

S D D 0

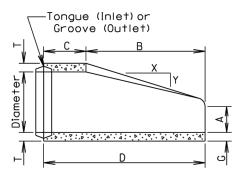
REINFORCED CONCRETE PIPE

PLATE NUMBER 450.01

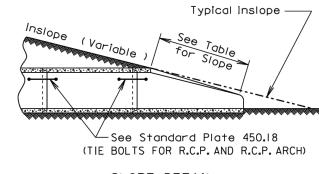
Sheet | of |

Optional Design





LONGITUDINAL SECTION

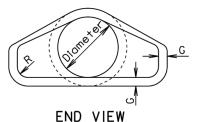


SLOPE DETAIL

GENERAL NOTES:

Lengths of concrete pipe shown on plan sheets are between flared ends only.

Construction of R.C.P. Flared End shall conform to the requirements of Section 990 of the Specifications.



Dia. (in.)	Approx. Wt. of Section (lbs.)	Approx. Slope (X to Y)	T (in.)	A (in.)	B (in.)	C (in.)	D (in.)	E (in.)	G (in.)	R (in.)
12	530	2.4: 1	2	4	24	48 1/8	72%	24	2	11/2
15	740	2.4: 1	21/4	6	27	46	73	30	21/4	11/2
18	990	2.3: I	21/2	9	27	46	73	36	21/2	11/2
21	1280	2.4: 1	23/4	9	36	371/2	731/2	42	23/4	11/2
24	1520	2.5: 1	3	91/2	431/2	30	731/2	48	3	11/2
27	1930	2.5: 1	31/4	101/2	491/2	24	731/2	54	31/4	11/2
30	2190	2.5: 1	31/2	12	54	193/4	73¾	60	31/2	11/2
36	4100	2.5: 1	4	15	63	34¾	973/4	72	4	11/2
42	5380	2.5: 1	41/2	21	63	35	98	78	41/2	11/2
48	6550	2.5: 1	5	24	72	26	98	84	5	11/2
54	8240	2: 1	51/2	27	65	331/4	981/4	90	51/2	11/2
60	8730	1.9:1	6	35	60	39	99	96	5	11/2
66	10710	1.7:1	61/2	30	72	27	99	102	51/2	11/2
72	12520	1.8:1	7	36	78	21	99	108	6	11/2
78	14770	1.8:1	71/2	36	90	21	111	114	61/2	11/2
84	18160	1.6: I	8	36	901/2	21	111/2	120	61/2	11/2
90	20900	1.5:1	81/2	41	871/2	24	1111/2	132	61/2	6

June 26, 2015 PLATE NUMBER

S D D Published Date: 1st Qtr. 2023

R. C. P. FLARED ENDS

450.10

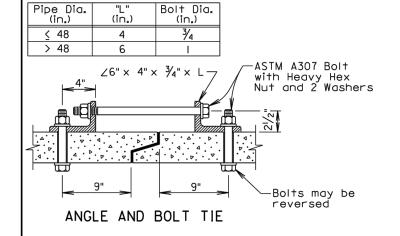
Sheet I of I

N1

REVISION

N2

Pipe Sleeve Dia. Rod Dia. GENERAL NOTES: (nominal) Tie bolts shall conform to ASTM F1554 Grade 36 or ASTM A36. Nuts shall be heavy hex conforming to ASTM A563. Washers shall conform to ASTM F436. < 3¹/₄ $3\frac{1}{2}-6\frac{1}{2}$ 11/4 ≥ 7 Pipe Sleeve shall conform to ASTM A500 or A53, Grade B. Outside Edge of Joint Galvanize adjustible eye bolt tie assembly in accordance with ASTM AI53. Hole Hole Pipe Sleeve or -ASTM F1554 Grade 36 or ASTM A36 Tie Bolt Welded Eye with 2 Heavy Hex Nuts and 2 Washers 上~2" Max. (Typ.) ASTM F1554 Grade-36 or ASTM A36 $32'' (\pm 1 \frac{1}{2}'')$ Rod with Heavy Hex Nut and Washer



GENERAL NOTES:

Angles shall conform to ASTM A36.

Bolts shall conform to ASTM A307. Nuts shall be heavy hex conforming to ASTM A563. Washers shall conform to ASTM F436.

Galvanize angles, bolts, nuts, and washers in accordance with ASTM

GENERAL NOTES:

In lieu of the tie bolts detailed above other types of tie bolt connections may be installed as approved by the Office of Bridge Design.

All pipe sections of R.C.P. and R.C.P. Arch shall be tied with tie bolts except for pipe located between drop inlets, manholes, and junction boxes. All pipe sections of pipes that only enter or exit drop inlets, manhole, and junction boxes shall be tied with tie bolts.

foot for the corresponding bid item for R.C.P. or R.C.P. Arch.

February 28, 2013

PLATE NUMBER 450.18

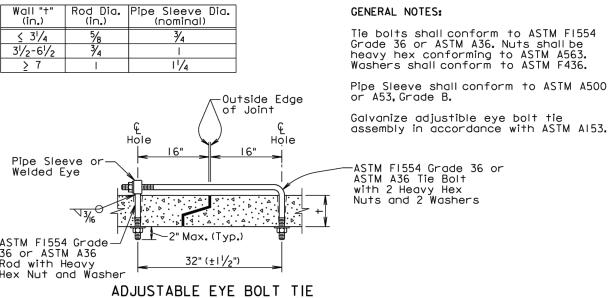
Published Date: 1st Qtr. 2023

TIE BOLTS FOR R.C.P. AND R.C.P. ARCH

Sheet I of I

CITY OF SIOUX FALLS **PUBLIC WORKS**

Bedding and Backfill for RCP Type B Installation Number 450.06



Insitu material Spring line Haunch class shown on plans

Assume: 140 lbs. per cubic foot pipe strength

Foundation Note: Trench width to be twice the outside

Quantity Estimate Table

For 12" Thru 84" Diameter Pipe

Type B Installation

Native soil backfill

Native soil, compacted to minimum

project requirements

12"	0 14 Ton/L F
15"	0.19 Ton/L.F.
18"	0.25 Ton/L.F.
21"	0.29 Ton/L.F.
24"	0.33 Ton/L.F.
27"	0.36 Ton/L.F.
30"	0.40 Ton/L.F.
33"	0.44 Ton/L.F.
36"	0.48 Ton/L.F.
42"	0.57 Ton/L.F.
48"	0.67 Ton/L.F.

Specification Reference

Plate

END VIEW "ARCH"

> S D D 0

There will be no separate measurement or payment for the tie bolts. The cost for furnishing and installing the tie bolts shall be incidental to the contract unit price per

Special

END VIEW

"CIRCULAR"

For Bedding Material

0.77 Ton/L.F. 60" 0.88 Ton/L.F. 0.98 Ton/L.F.

72" 1.10 Ton/L.F. 78" 1.24 Ton/L.F. 1.35 Ton/L.F.

Revised: January 2008

Material

100% passing 1 1/2"sieve

Class II: Coarse grained soils includes sand

100% passing 1 1/2" sieve

<5% passing #200 sieve

Bedding material compacted to 90% of standard proctor density class I or

diameter, or the outside diameter plus

two feet, which ever is less.

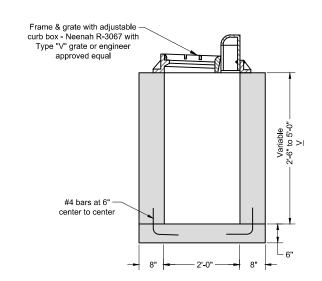
<5% passing #200 sieve

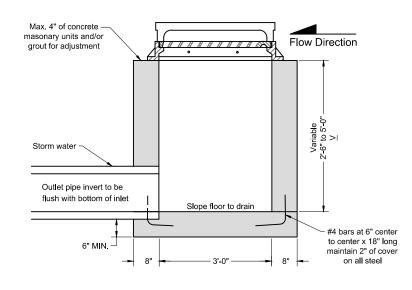
Class I: Crushed rock or gravel

Backfill

class II material

* Constant shall be reduced for the appropriate pipe or Combination of pipes, thus; 12" Dia.=-0.03 C.Y., 15" Dia=-0.04 C.Y., 18" Dia.=-0.05 C.Y., 24" Dia.=-0.09 C.Y.

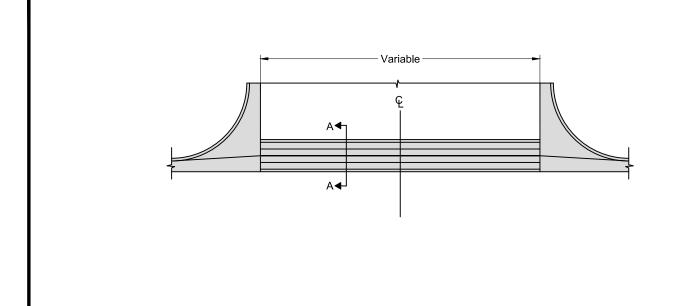


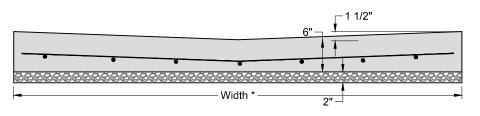


Revised: December 1995



2' x 3' Type B1 Inlet for Storm Water Specification Reference No. 460 Plate Number 460.07





Section A-A

Notes:

All rebar shall be epoxy coated

Refer to plans for length of valley gutter

All rebar will be tied and in place. (Not a pay item)

* Width shall be 6'0" minimum on residential streets. 8'0" Minimum where used adjacent to or on collector streets.

Revised: December 1995



Concrete Valley Gutter

Specification Reference No. 650 Plate Number 650.05 **HORING**

Industrial Park Lot 6 Site Development Crooks, South Dakota

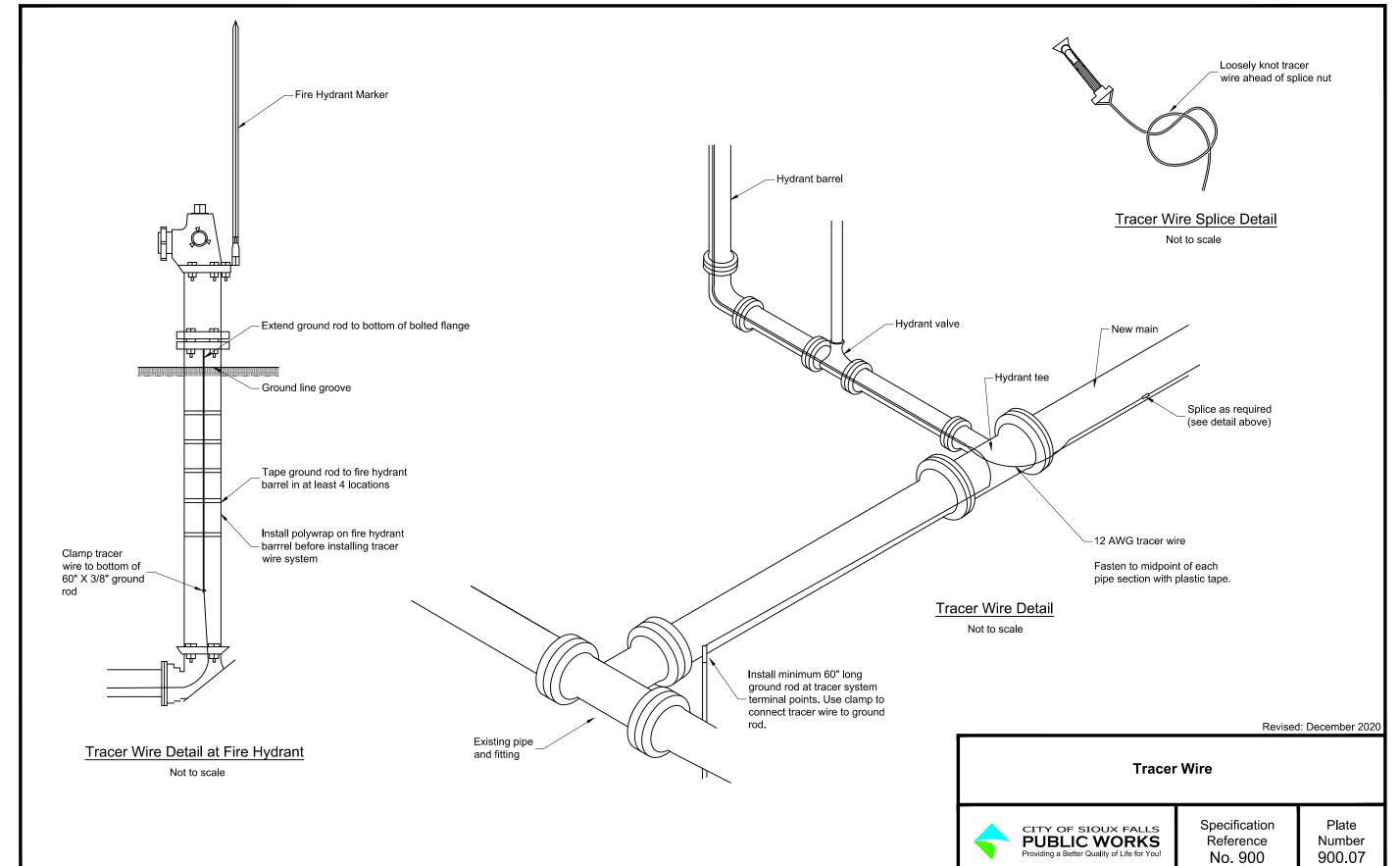
Sheet

N3

CIT PL Provid



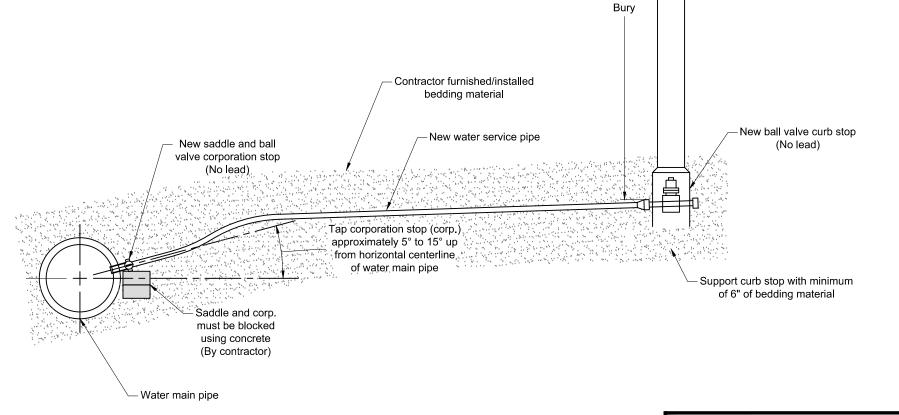
N4



N5

General Notes:

- 1. Curb stop boxes located within concrete or asphalt (driveway, sidewalk, parking and street) shall be fitted with a valve box top extension (8" minimum length) and 5.25" drop lid. The curb stop will be centered within the valve box top extension. The valve box top extension will sit flush with the finish grade.
- 2. The ball valve operational nut shall be located on the top half of the corporation stop upon installation.



Water Service Installation



Finished grade (See note)

Valve box top extension

(See note)

New curb box

Min.

Revised: December 2020

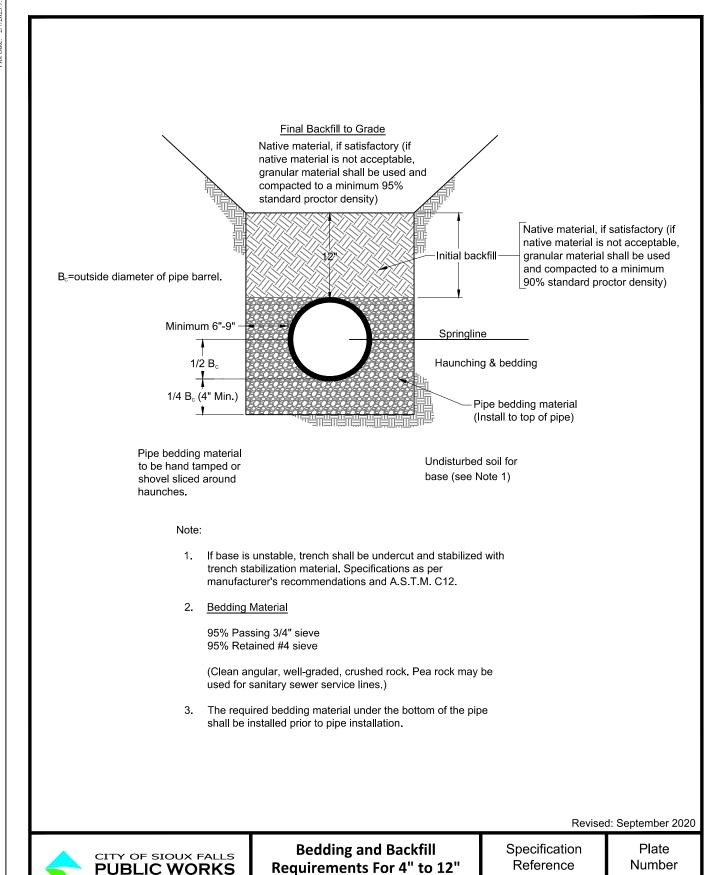
Plate

Number

REVISION

Sheet

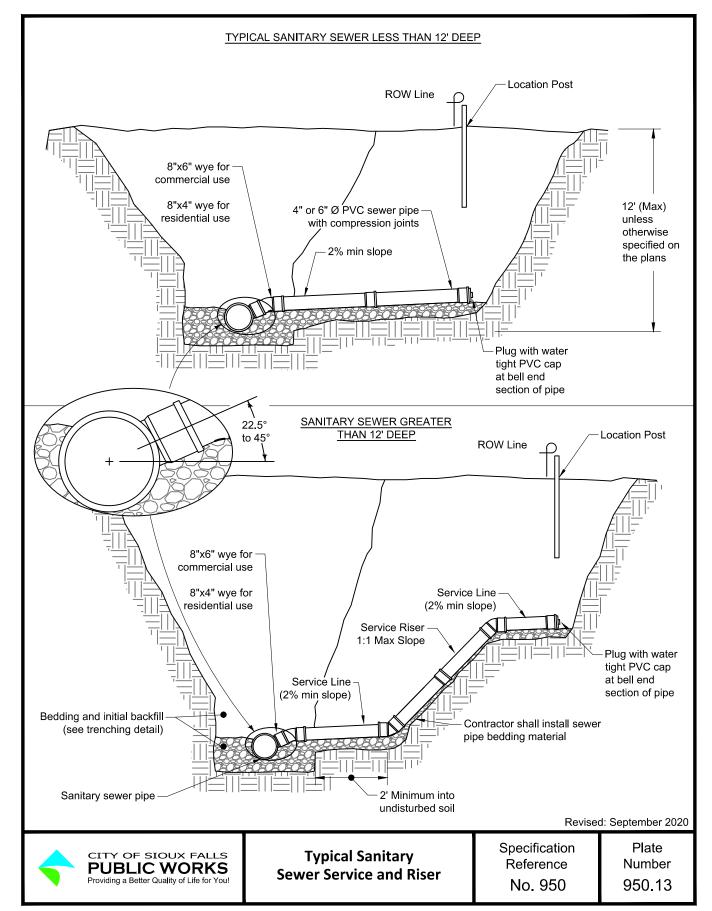
N6



Sanitary Sewer Pipe

No. 950

950.01

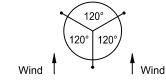


24" Min Concrete Collar in non paved areas 4" min Neenah R-1976 or East Jordan 1578Z/1578A clean out frame and cover or engineer approved equal to be centered over pipe Threaded cap -PVC Clean out riser pipe ASTM SCH. 40 Pipe size as specified Depth varies Sewer service <u>CLEANOUT</u> Revised: September 2020 Specification Plate CITY OF SIOUX FALLS PUBLIC WORKS **Cleanout Manhole** Reference Number **Frame and Cover** Providing a Better Quality of Life for You! No. 950 950.15

N7

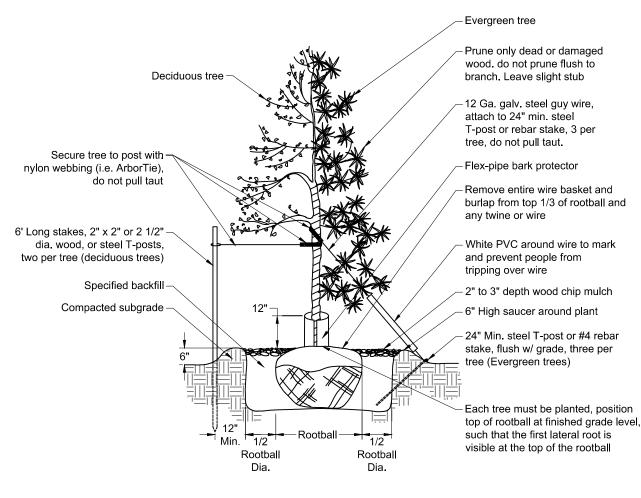
180° ∮ 180° Wind

Guying Pattern For Deciduous Tree Planting



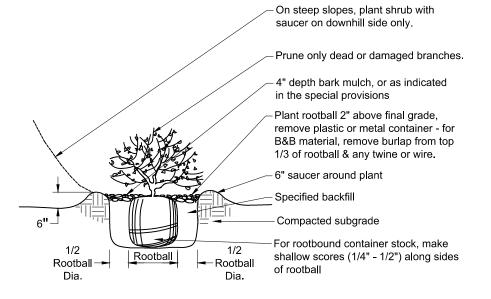
For trees on 4:1 or steeper slopes, place 2 guys upslope, one downslope; otherwise place for prevailing wind.

Guying Pattern For **Evergreen Tree Planting**



Deciduous and Evergreen Tree Planting and Guying Detail

(Guy and stake deciduous trees 2" and larger caliper and coniferous trees over 4' ht.) Not to scale



Shrub Planting Detail

Not to scale

Tree Planting



Specification Reference No Special

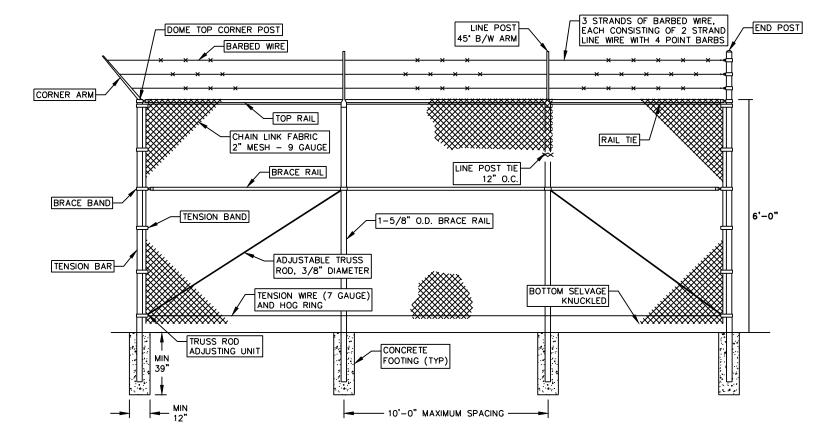
Plate Number I100.01 SP

Revised: February 2021

N8

15287 A.B. LACOB I. R. MORRIS NOTH DAKOT

Sheet N9



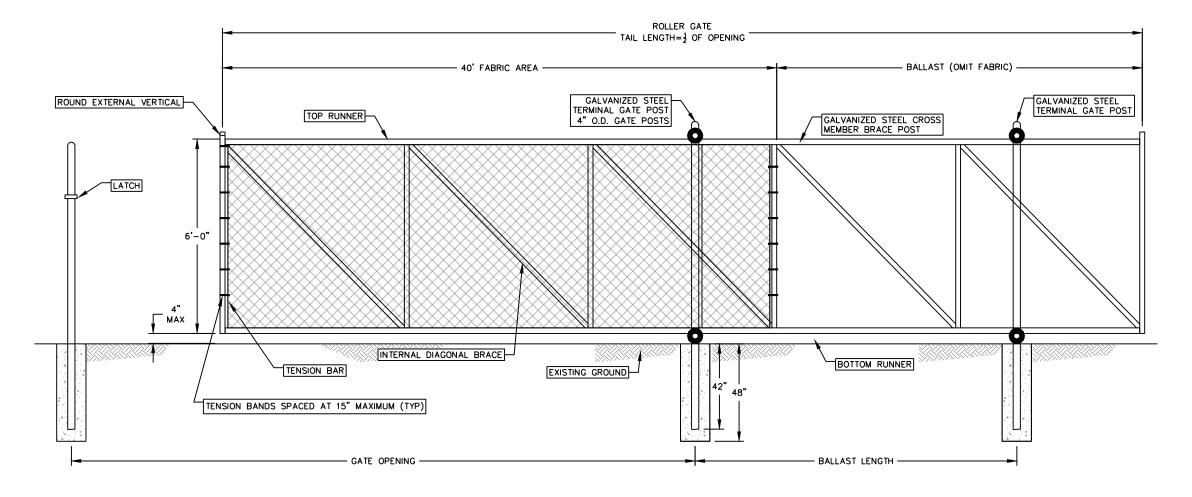
POST, RAIL, BRACING SIZE REQUIREMENTS	
	FENCE HEIGHT
POST USE	48" TO 96" (NOMINAL DIAMETER)
LINE POST	2"
TERMINAL POST*	2-1/2"
TOP/INTERMEDIATE RAIL BRACES	1-1/4"
WALK-IN GATE POST	3"
VEHICLE GATE POST	3-1/2"
*INCLUDES CORNER, ANGLE, END AND PULL	POSTS

FOOTING DEPTH REQUIREMENTS		
POST USE	FENCE	HEIGHT
	48" TO 96"	
	DIAMETER	DEPTH
LINE AND BRACE POSTS	10"	3'-0"
TERMINAL POST*	12"	3'-0"
WALK-IN GATE POST	10"	3'-6"
VEHICLE GATE POST	12"	3'-6"
*INCLUDES CORNER, ANGLE, END AND PULL POSTS		

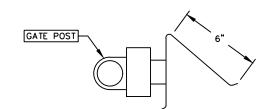
Sheet N10

NOTES:

- GATE ROLLERS TO BE NYLON POLYMER, SEE DAC INDUSTRIES STEALTH GATE ROLLERS FOR EXAMPLE DETAIL AND SPEC.
 POSTS SHALL INCLUDE CAPS.
 INSTALL FABRIC ON OUTSIDE OF POST.



POST SIZE CHART			
APPLICATION	FABRIC HEIGHT	OUTSIDE	SIZES NORMAL SIZE
END CORNER & PULL POSTS	4'-12"	2.875"	2-1/2"
LINE POSTS	4'-12"	2.375"	2"
TOP RAILS & BRACES	4'-12"	1.660"	1-1/4"



Date: 08/12/2023

Prepared by: Tobias Schantz, City Administrator/Finance Officer

Agenda item(s): 4) Annexation agreement & 5) Resolution 2023-14

Narrative:

The previously approved annexation agreement and resolution for the property (passed at the June 12 regular monthly meeting) could not be indexed by the Register of Deeds due to a mistake in the legal description. This error has been corrected and new approval of the annexation agreement and passage of the resolution are needed.

Previous Council action:

Passed resolution and approved agreement for parcel in question.

Possible action:

- 1) Approval of item(s) & resolution.
- 2) Approval of item(s) & resolution with modifications.
- 3) Disapprove item(s) & resolution.
- 4) No action.

Staff recommendation:

Staff recommends the approval of the items.

Misc. comment:

Applicable items are included in the packet for review.

A GREAT PLACE TO COME HOME TO!

Drafted by: Patrick J. Glover MEIERHENRY SARGENT LLP 315 S. Phillips Avenue Sioux Falls, SD 57104 (605) 336.3075

ANNEXATION AGREEMENT

WITNESSETH:
17155 258th Street, Sioux Falls, SD, 57107-6433 (collectively referred to as the "Owner").
Avenue, PO Box 785, Crooks, South Dakota 57020 (hereinafter "City") and Lori A. Clausen,
2023, by and between the City of Crooks, a South Dakota municipal corporation, 701 S. West
'Agreement''), made and entered into on this day of,
Pursuant to the authority contained in SDCL § 9-4-1.1, this Annexation Agreement (hereinafter

WHEREAS, *Lori A. Clausen*, is the owner of record of certain real estate, which real estate is subsequently sometimes referred to in its entirety as "Parcel 1" legally described as follows:

Tract 2 of Benson's Addition in the NE ¼, section 13, T. 102 N., R. 50 W.,

Minnehaha County, South Dakota.

WHEREAS, the Owner have voluntarily executed a petition to annex the Premises into the municipal boundaries of the City, which petition is on file with the finance officer's office; and WHEREAS, Parcel 1 (which parcel are subsequently collectively referred to as the "Premises") constitute territories which are contiguous to the municipal boundaries of the City and

contiguous with each other and which when taken as a whole constitute territory which is contiguous to and may be annexed to the City, as provided in SDCL Chap. 9-4 Article; and WHEREAS, the City, after due and careful consideration, has concluded that the annexation of said Premises to the City under the terms and conditions set forth below, would further the growth of the City, enable the City to control the development of the area, and serve the best interests of the City; and

WHEREAS, it is to the mutual benefit of the City and the Owner to enter into the following Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals.

The City and the Owner confirm and incorporate the foregoing recitals into this Agreement.

2. Purpose.

The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Premises to the City. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Crooks Municipal Code.

3. Further Acts.

Owner agrees to execute, collectively and each respectively, promptly upon request of the City, any and all surveys and other documents necessary to effect the annexation of the Premises and the other provisions of this Agreement. Owner agrees to not sign any other petition for

annexation of the Premises or any petition for an annexation election relating to the Premises, except upon request of the City.

4. Annexation Documents.

Owner agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, and reports determined by the City to be necessary to accomplish the annexation.

5. Continued Single-Family Residential Use.

Owner shall have the right to continue to use the Premises for single-family residential purposes until such time as the Premises are rezoned pursuant to Section 6 below.

6. Zoning and Development.

The parties recognize that it is the intent and desire of the Owner to continue single-family residential use on the Premises for the foreseeable future. City agrees that it will not rezone the Premises until the Owner (or their respective heirs, successors, and assigns, including but without limitation, all subsequent owners of the Premises, and all persons claiming under them), each respectively, requests rezoning. After such rezoning of the Premises, the City and the Owner will enter into a separate agreement covering the development of the respective Premises.

7. Conformity with Laws.

Owner agrees that the use of the Premises shall be in conformance with, and that Owner shall comply with, all City ordinances and resolutions.

8. No Repeal of Laws.

Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants.

9. Severability.

The City and the Owner agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, then the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

10. Municipal Services.

The City agrees to make available to the Premises all of the usual municipal services in accordance with the ordinances and policies of the City which services include, but are not limited to, police protection, fire protection, emergency medical services and water and sewer services. Owner understands that all usual municipal services may not be immediately available upon the successful annexation of the Premises. City agrees to make all usual municipal services available at the Premises when it is feasible to do so. Owner agrees to waive any and all rights to force City to provide usual municipal services granted under applicable state statutes in exchange for immediate annexation of the Premises.

11. Time is of the Essence.

It is understood and agreed by the City and the Owner that time is of the essence of this Agreement, and that all of the parties will make every reasonable effort, including the calling of special meetings, if necessary, to expedite the subject matters hereof.

12. Future Cooperation.

The City and the Owner agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.

13. Amendment.

This Agreement may be amended by the City and any Owner without the consent of any other Owner as long as such amendment affects only that Owner's portion of the Premises. Such amendments shall be in writing, and shall be binding upon all persons or entities having an interest in the property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all parties hereto.

14. Entire Agreement.

This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

15. Indemnification.

Owner, collectively and each respectively, agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the Premises, or with any other annexation or other action determined necessary or desirable by the City in order to effectuate the annexation of the Premises. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the City's option to pay the attorney's fees for defense counsel of the City's choice for, any such liability, claims, or demands.

16. Owners.

As used in this Agreement, the term "Owners" or "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce

this Agreement and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

17. Amendments to Law.

As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon Owner.

18. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns hereof, and shall constitute covenants running with the land. This Agreement shall be recorded with the Minnehaha County Register of Deeds, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

19. Failure to Annex.

This Agreement shall be null and void if the City fails to approve the annexation of the Property.

20. No Warranties by City.

It is the intention of the Owners and the City to be bound by this Agreement; however, the City makes no representation or warranty as to the validity or enforceability of such provisions and this Agreement against the City, and by entering into this Agreement the Owners acknowledge and accept that no such representation or warranty is made on the part of the City.

21. Notice.

All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt. All notices by mail shall be considered effective 72 hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

22. No Third-Party Rights.

This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

23. Governing Law.

The laws of the State of South Dakota shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Minnehaha County, South Dakota.

24. Headings.

The section headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

25. Authority and Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

APPROVED BY THI	E CROOKS CITY COUNCIL,	at its regular city counci	I meeting on the
day of	, 2023.		

ATTEST:	By: F. Butch Oseby Its: Mayor
By: Tobias Schantz Its: Municipal Finance Officer	

{{Remainder of page intentionally left blank}}

OWNER PARCEL 1:

Bore (Lori A. Clausen	?. (Lausen
STATE OF SOU	UTH DAK	XOTA) : SS

COUNTY OF MINNEHAHA)

On this, the day of the day of the personally appeared [Name of Owner of Parcel 1], known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

Notary Public – South Dakota

My Commission expires:_

{{Remainder of page intentionally left blank}}

P:\Council\Legals\Resolutions\2023\2023-14 - Voluntary annexation resolution\2023-14 Voluntary annexation petition Tract 2 of Benson's Addition.docx

CITY OF CROOKS RESOLUTION #2023-14

A RESOLUTION TO ANNEX PROPERTY CONTIGUOUS TO THE CITY OF CROOKS UPON RECEIPT OF A PETITION FOR VOLUNTARY ANNEXATION.

WHEREAS, there has been presented to the City Council of the City of Crooks a written petition signed by the owners and otherwise in compliance with the provisions of SDCL Chapter 9-4 requesting voluntary annexation of certain real property into the municipal boundaries of the City of Crooks. Such real properties being legally described as:

Tract 2 of Benson's Addition in the NE ¼, section 13, T. 102 N., R. 50 W., Minnehaha County, South Dakota.

WHEREAS, the property to be annexed is contiguous to the municipal boundaries of the City of Crooks; and,

WHEREAS, said petition having been signed by not less than three-fourths of the registered voters and by the owners of not less than three-fourths of the value of the property sought to be annexed;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Crooks, Minnehaha County, South Dakota, grants the relief sought in the aforementioned petition for annexation pursuant to SDCL 9-4-1 and shall extend its boundaries to include the aforementioned and described real property, and that the Municipal Finance Officer of the City of Crooks shall cause a duly certified transcript of this Resolution to be filed with the Register of Deeds, Minnehaha County, South Dakota.

Aye: Nay: Abstain:		
Dated this day of	, 2023.	
F. Butch Oseby, Mayor	-	(SEAL) Attest:
		Tobias Schantz, Finance Officer
Passed: Published: Effective:		