

City of Crooks
Crooks City Council
Special meeting
Special meeting agenda
Date: February 18, 2021
Time: 5:30 pm/C.S.T.

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

- 1) Call to order / Roll call
- 2) Approve posted agenda
- 3) First reading ordinance #274 – Urban/Rural Service District Ordinance
- 4) Approve amendment NNG contract to add capacity
- 5) Approve Election Agreement with Tri-Valley School District for April 13, 2021 election
- 6) Resolution 2021-04: A resolution to annex property into the municipality upon receipt of a voluntary annexation petition
- 7) Adjourn



**CITY OF CROOKS
ORDINANCE NO. 274**

**AN ORDINANCE OF THE CITY OF CROOKS, SOUTH DAKOTA, ESTABLISHING
RURAL SERVICE DISTRICT AND URBAN SERVICE DISTRICT WITHIN THE
CORPORATE LIMITS OF THE CITY OF CROOKS.**

Be it ordained by the City of Crooks that the following regulations are adopted pertaining to the establishment of rural service district and urban service district within the corporate limits of the City of Crooks:

Section 1. Intent. Under the authority of SDCL Chap. 9-21A, the City of Crooks intends to classify the property within the corporate limits of the City of Crooks be classified as urban and rural for purposes of ad valorem property taxation pursuant to the provisions of SDCL Chap. 9-21A.

Section 2. Definition of Terms. Terms as used in this Ordinance shall be given the meanings as listed in SDCL § 9-21A-2.

Section 3. Establishment of Urban Service District and Rural Service District. The City of Crooks divides the area within its corporate limits into an urban service district and a rural service district, constituting separate taxing districts for the urban and rural property classified for such purposes by this Ordinance and for purposes of all the municipal ad valorem property taxes, except for those levied for the payment of bonds. The specific division of the area within its corporate limits are indicated by the map attached hereto as Exhibit A.

Section 4. Rural Service District. The rural service district shall include only such platted or unplatted lands as in the judgment of the City of Crooks are rural in character, are used or usable for agriculture, and are not developed for commercial, industrial or urban residential purposes, and for these reasons are not benefited to the same degree as other lands by municipal services financed by general taxation. The rural service district may include lands which are not contiguous to one another. Lands outside the corporate limits of the City of Crooks may be designated as rural service district, and if annexed, shall be included within the rural service district.

Section 5. Urban Service District. The urban service district shall include all lands within the boundaries of the City of Crooks which are not included in the rural service district.

Section 6. Limitation on Tax Levy and Assessed Value of Rural Service District Lands. The tax levy and assessed value on the rural service district lands shall not exceed the average tax levy and average assessed value on unannexed agricultural land in adjoining townships in the county as long as the annexed agricultural land remains rural property as defined by SDCL § 9-21A-2.

Section 7. Transfer of Rural Service District Lands to Urban Service District. Whenever any parcel of land located in the rural service district is platted, in whole or in part, and whenever application is made for a permit for the construction of a commercial, industrial, or urban residential development or improvement to be situated on such parcel or any part thereof, the board or officer approving such plat or building permit shall report it to the City of Crooks, which shall then take

such necessary steps needed to transfer such parcel from the rural service district to the urban service district.

Section 8. Allocation and Spread of Levies. Taxes levied for payment of bonds shall continue to be spread upon all taxable property within the corporate limits of the City of Crooks in proportion to the assessed valuation thereof. The remaining amount of the taxes levied each year shall be allocated by the county auditor to the urban service district and the rural service district in amounts proportionate to the current benefit ratio times the current benefit between the full and true values of all taxable property within the urban service district and all taxable property within the rural service district. Within each district, the amount so allocated shall be spread upon all taxable property in proportion to the assessed valuation thereof.

Section 9. Certification of Tax Levy to County Auditor. The amount of taxes levied each year shall be certified to the county auditor.

Section 10. Filing Ordinance with County Auditor. A certified copy of this ordinance and any amendment adopted or entered in connection therewith will be filed with the county auditor before it becomes effective.

Ayes:

Nays:

Abstain:

Adopted this _____ day of _____, 2021.

F. Butch Oseby, Mayor

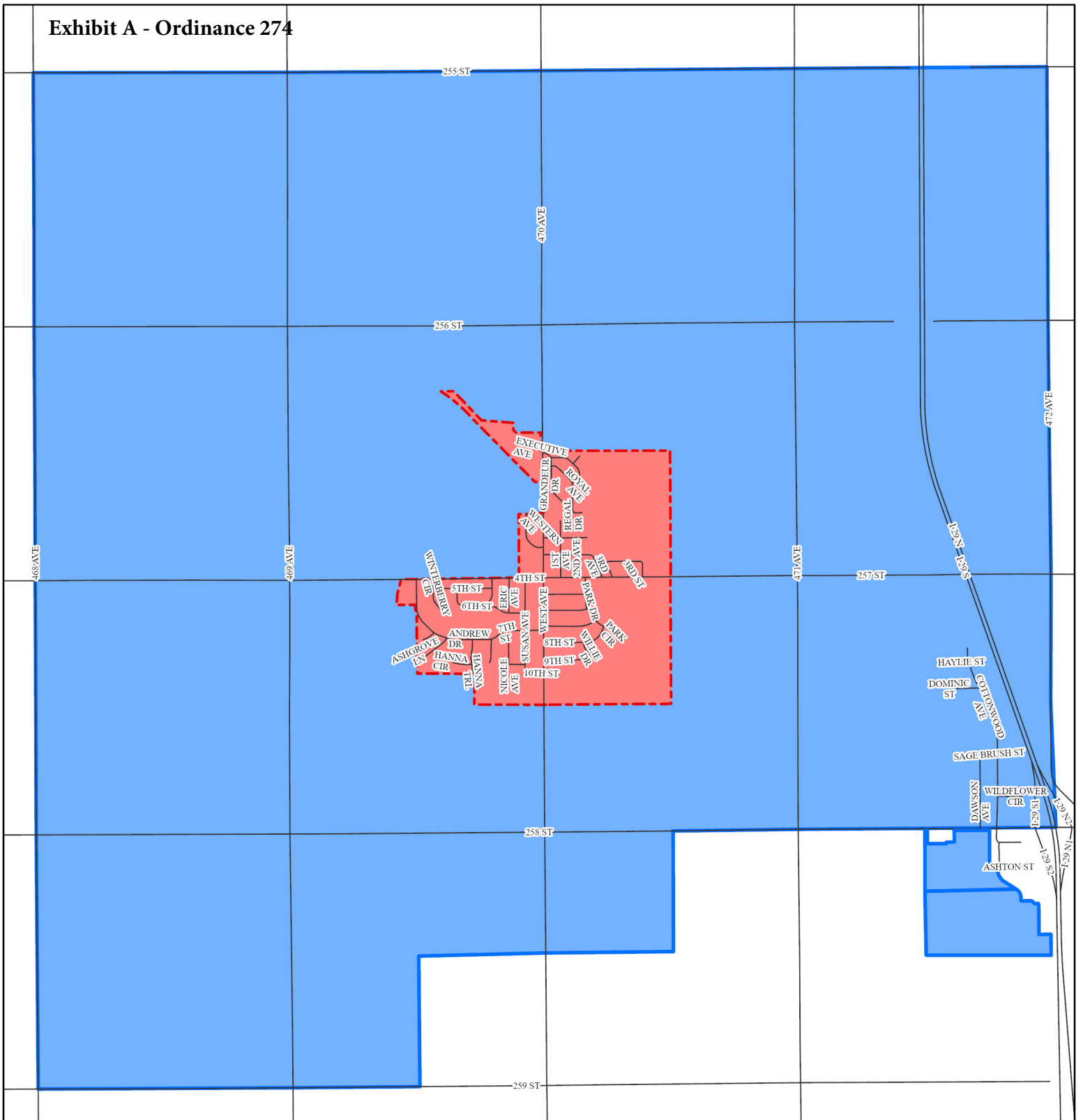
ATTEST:

Tobias Schantz
Finance Officer

(MUNICIPAL SEAL)

Legislative History

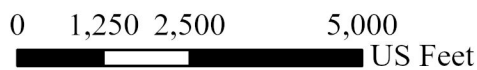
Exhibit A - Ordinance 274



Legend

-  Urban Service District
-  Rural Service District

*City of Crooks
Service Districts*



ELECTION AGREEMENT
2021 MUNICIPAL AND SCHOOL BOARD ELECTION
BETWEEN
CITY OF CROOKS
AND
TRI-VALLEY SCHOOL DISTRICT

This Election Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2021, by and between the City of Crooks, South Dakota, a South Dakota municipal utility ("Crooks"), and Tri-Valley School District, a South Dakota school district ("Tri-Valley"). Crooks and Tri-Valley are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Pursuant to the authority in SDCL §§ 9-13-1.1 and 13-7-10.1, Crooks and Tri-Valley do hereby agree to hold a joint election of the Crooks general election and the Tri-Valley general election to be held on April 13, 2021 ("Combined Election"). In pursuit of the Combined Election, the Parties agree to the following in regard to coordination, supervision, running and costs of the Combined Election.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

- I. Election Date.** The Parties agree that the Combined Election shall take place on Tuesday, April 13, 2021.

- II. Polling Location.** The Parties agree that the Combined Election shall be held at the Crooks Community Center, 701 S. Western Avenue, Crooks, SD 57020.

- III. Principal Duties and Services of Crooks and Tri-Valley.** The Parties shall assume the following responsibilities:
 - A. The Parties shall each prepare their respective election orders, resolutions, and other pertinent documents for adoption by the appropriate office or body.
 - B. The Parties shall each be responsible for completing all their respectively required publications for the Combined Election.
 - C. The Parties shall each be responsible for their respective nominating petitions, notices and candidate validations required for the Combined Election.

- D. The Parties shall deliver to each other, their respective official wording for the Combined Election ballot.
- E. The Parties shall approve the ballot format for the Combined Election prior to the final printing.
- F. The Parties shall determine the number of ballots to be purchased for the Combined Election.
- G. In the event of a recount or contested election, the Parties shall work together to remedy the same.

IV. Cost of Services. The Parties shall share equally in the expense of conducting the Combined Election.

V. General Provisions. The Parties agree to the following:

- A. Each of the Parties agrees to save and hold harmless the other Party from any and all claims arising out of the failure or omission of the first Party in performance of its obligations under this Agreement.
- B. Nothing contained in this Agreement shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the Crooks general election or Tri-Valley general election is to be filed or the place at which any function related thereto is to be carried out, or any nontransferable functions specified under applicable South Dakota law.
- C. Copies of all invoices, cost reports and other charges incurred in the process of running the Combined Election shall be available to both Parties.
- D. This Agreement contains the entire agreement of the Parties to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including any agreements for combined elections of the Parties in previous years.
- E. This Agreement may not be amended, modified or changed in any respect whatsoever, except by a further agreement in writing, duly executed by the Parties. No official, representative, agent or employee of any Party has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Party.
- F. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute on and the same Agreement.

APPROVED BY THE CROOKS CITY COUNCIL, at its _____ city council meeting
on the _____ day of _____, 2021.

By: F. Butch Oseby
Its: Mayor

ATTEST:

By: Tobias Schantz
Its: Municipal Finance Officer

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APPROVED BY THE TRI-VALLEY SCHOOL DISTRICT BOARD, at its regular board meeting on the _____ day of _____, 2021.

Leslie Johnson, Board Chair

Brian J. Andersen, Business Manager

RESOLUTION 2021-04

A RESOLUTION OF THE CITY OF CROOKS 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 property is legally described as:

That part of the Northeast Quarter (NE1/4) of Section 3 lying North and East of the Railroad right-of way and the vacated right of way recorded in Miscellaneous book 293 on page 175, except remaining unvacated portions of County Auditor's Tract 1 of the Northeast Quarter (NE1/4), except County Auditor's Lot H-2 of the Northeast Quarter (NE1/4), except remaining unvacated portions of County Auditor's Lot H-3 of the Northeast Quarter (NE1/4), except County Auditor's Lots H-4 and H-5 of the Northeast Quarter (NE1/4) and except County Auditor's Lots H- 1 and H-2 in the North Half of the North Half of the Southeast Quarter (N1/2 N1/2 SE1/4), of Section 3, except Tract 1 of Johnson's 2nd Addition in Northeast Quarter (NE1/4) of Section 3, except Tract 1 CDC North Addition in the Northeast Quarter (NE1/4) of Section 3, except Tract 4 of Johnson's addition in the Northeast Quarter (NE1/4) and in the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 3 and except Tracts 1A, 2, 3, and 4 of Johnson's 3rd Addition in the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4), all in Section 3 Township 102 North, Range 50 West of the 5th Principal Meridian, Minnehaha County, South Dakota;

Tract 1 of Johnson's 2nd Addition, except Tract 1 of CDC North Addition of the Northeast Quarter (NE1/4) , in the Northeast Quarter (NE1/4) of Section 3, Township 102 North, Range 50 West of the 5th P.M., Minnehaha County, South Dakota, according to the recorded plat thereof.

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.

Adopted this _____ day of _____, 2021.

(SEAL)

F. Butch Oseby
Mayor of the City of Crooks

ATTEST:

Tobias Schantz,
Municipal Finance Officer

Approved & Adopted: _____

Published once at the approximate cost of: _____

Published: _____