

City of Crooks
Crooks City Council
Special meeting / End-Of-Year meeting
Special meeting agenda
Date: December 27, 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) Consent calendar items:
 - a. End-Of-Year claims
 - b. Contracts 2022
 - i. Sioux Falls Humane Society
 - c. DGR task orders – Update Engineering Design Standards, 2022 Eastside lift station improvements, Water study
 - d. Garbage License renewal – Garbage’N’More
- 4) Public hearing – SRF funding eastside lift station
- 5) Resolution 2021-29: Clean Water Resolution
- 6) Resolution 2021-30: Building permit fee schedule
- 7) Ordinance 289: Amendment Zoning Regulations Fences
- 8) Ordinance 291: Rezoning real property in the City of Crooks
- 9) Ordinance 292: Supplemental appropriations
- 10) Executive session pursuant to SDCL 1-25-2[1]: Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee.
- 11) Adjourn



City of Crooks
End-Of-Year 2021 claims

City of Crooks claims listing

Vendor	Date incur.	Description	Amount
Border States Electric	12/16/2021	plex pipe purchase	\$ 2,611.05
Border States Electric	12/16/2021	plex pipe purchase	\$ 870.35
Boyer Trucks	12/3/2021	repair plow truck	\$ 5,442.22
Builders Electric	12/8/2021	replace outlets New Hope Park	\$ 291.71
Clayton Energy Corporation	12/13/2021	11-2021 commodity purchase	\$ 32,796.11
Derry & Jan Benson Living Trust	12/21/2021	earnest money land purchase	\$ 1,000.00
Dudley Laundry d/b/a Appeara	12/22/2021	mat, mop, towel service	\$ 78.26
Ecolab	12/21/2021	pest control services	\$ 79.96
Great Western Bank	11/8/2021	Account analysis fee -916	\$ 53.30
Great Western Bank	11/8/2021	Account analysis fee -206	\$ 50.00
Great Western Bank	12/26/2021	purchase card payment	\$ 1,237.08
Groebner	12/17/2021	gas meter purchase	\$ 1,451.14
HydroKlean	12/1/2021	clean drain pits drain tile	\$ 953.75
Internal Revenue Service / EFTPS	12/17/2021	payroll tax deposit	\$ 2,348.99
Internal Revenue Service / EFTPS	12/16/2021	payroll tax deposit	\$ 618.58
K&W Coatings LLC	12/14/2021	Water tower inspection & cleaning	\$ 2,000.00
Koons Gas Measurement	12/7/2021	dresser roots meter oil	\$ 98.82
Loren Dykshorn	12/18/2021	CCC deposit refund	\$ 225.00
Mitchell Construction Inc	12/15/2021	dump truck - haul snow	\$ 302.50
New Century Press	12/10/2021	hearing notice SRF eastside lift	\$ 24.82
Novak Sanitary Service	12/1/2021	disposal fee	\$ 313.20
Novak Sanitary Service	12/1/2021	disposal fee	\$ 1,800.00
Pfeifer Implement	12/14/2021	brush mower	\$ 4,600.00
Rudith Turcious	10/20/2021	refund CCC rent	\$ 200.00
SD Dept. of Transportation	12/20/2021	2nd phase West Ave trails City portion	\$ 1,111.90
SD Retirement System	12/17/2021	12-2021 retirement contribution	\$ 2,044.58
SDSU Extension	12/22/2021	applicator renewal courses	\$ 20.00
Sioux Valley Electric	12/14/2021	street light utilities	\$ 116.93
Sioux Valley Electric	12/14/2021	sewer electric utilities	\$ 181.15
USDA - Rural Development	12/20/2021	pay loader note payment	\$ 1,663.00
Verizon Wireless	12/10/2021	utilities	\$ 80.67
Total claims			\$ 64,665.07

Purchase card payments

Vendor	Date incur.	Description	Amount
Amazon	12/16/2021	cleaner	\$ 95.32
Amazon	12/16/2021	cleaner	\$ 56.93
Crooks Country Corner	12/14/2021	fuel	\$ 83.79
Crooks Country Corner	12/7/2021	fuel	\$ 59.73
GoDaddy	12/14/2021	domain broker service	\$ 106.49
GoDaddy	12/15/2021	domain broker service refund	\$ (106.49)
Nyberg's Ace Hardware	12/16/2021	wall clock Crooks Comm Cen	\$ 39.99
Pump'N'Stuff / Shell	12/15/2021	fuel	\$ 40.65
Pump'N'Stuff / Shell	12/14/2021	fuel	\$ 120.72
Pump'N'Stuff / Shell	12/9/2021	fuel	\$ 24.42
Pump'N'Stuff / Shell	12/13/2021	fuel	\$ 42.98
SD DANR	12/22/2021	mosquito license renewal fee	\$ 35.88
The Wooden Nickel	12/16/2021	gas class lunch	\$ 114.67
US Postal Service	12/15/2021	stamp purchase gas awareness mailing	\$ 522.00
Total purchase card claims			\$ 1,237.08

The City of Crooks is an equal opportunity provider.

ANIMAL CONTROL SERVICES
AND IMPOUNDMENT FACILITY OPERATIONS AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of January, 2022, by and between the **CITY OF CROOKS, SOUTH DAKOTA**, a municipal corporation, hereinafter referred to as the “City” and the **SIOUX FALLS AREA HUMANE SOCIETY**, hereinafter referred to as the “Society”.

WHEREAS, the Society has established and is maintaining a shelter and impoundment facility (the “Facility”) where animals which have been picked up pursuant to the City ordinances are cared for or disposed of pursuant to such ordinances; and

WHEREAS, the City believes that the Society is an appropriate party for handling other related animal problems; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Section 1. Animal Control Services. The City of Crooks shall be responsible for the day-to-day administration and enforcement of the animal control laws found as stated in the City of Crooks Codes. In discharging this duty, the Society shall also perform all other animal related services and obligations delegated to the Society by the City 8:00 A.M.- 5:00 P.M. Monday-Friday and by Metro Communications from 5:00 P.M.- 8:00 A.M. Monday-Friday and all hours on weekends, including, but not limited to the following specific duties:

- (a) Animal Control Officers. The Society shall provide trained and commissioned animal control officers for the City only when needed. Animal control officers shall perform the following services in and for the City:
 - (i) Board animals that are picked up by the City of Crooks. Records of these actions shall be prepared and maintained and appropriate copies provided to the City.
 - (A) Animals which cannot be returned to the guardians or keepers will be impounded by the Sioux Falls Humane Society. Such animal will be held three (3) days for stray without identification, and five (5) days with identification. All costs associated with return to owner will be paid by the owner. If an animal cannot be returned, the Sioux Falls Area Humane Society will take ownership, and the City of Crooks will pay for the boarding of the animal during impoundment.
 - (B) Animals will be returned to their guardians or keepers immediately, if possible. If the return of the animal is appropriate, and if a violation has occurred, a summons and complaint shall be issued to the guardian, with officer discretion for the City of Crooks.

- (C) Animals who are not claimed within 10 days of intake by owners or arranged other persons will be considered abandoned, and ownership of animal will be forfeited to the Sioux Falls Area Humane Society.
- (ii) Attempt to give emergency treatment to all injured animals picked up or reported to the society. Animals that have, in the opinion of a Humane Officer or veterinarian, sustained terminal injuries, may be euthanized.
- (iii) Respond to administrative directive of the City's office relating to animal control.
- (iv) Cooperate with Law Enforcement and the City Attorney's Office in the prosecution of violations of the various animal control ordinances of the City.
- (v) Pick up and impound animals in animal bite or vicious animal cases. The suspect animal shall be held in the manner and for the period set forth in and in accordance with the Regulations of the State Health Department. The City hereby delegates to the Director of the Society the authority to make all of the determinations necessary to the enforcement of the chapters of the City of Crooks Code. Appropriate personnel will be notified.
- (vi) Maintain personnel and equipment available for 24-hour emergency animal rescue service, seven days a week if needed, and contracted.

Section 2. Facility and Services.

(a) Facility.

- (i) The Society shall provide all physical plant and equipment for the operation of the Facility, which shall be located as 3720 East Benson Road, Sioux Falls, SD 57104.

(b) Operation of the Facility.

- (i) The Shelter staff will not be responsible for determining the validity of stray animals brought to the facility by individuals other than Law Enforcement. Nor will the staff turn away any supposed stray animal brought to the facility by individuals other than Law Enforcement and the City will be charged accordingly.
- (ii) The Society shall comply with applicable laws of the State of South Dakota and ordinances of the City, and administrative directives of the City.
- (iii) The Society shall maintain the Facility in a clean and sanitary condition and shall accept dogs, cats, and other animals.
- (iv) The Society shall keep and maintain a daily register of all animals impounded in and released from the Facility.
- (v) The Society will not release or otherwise dispose of any animal placed in the Facility, except to the guardian, until all

- impoundment and applicable state laws have been satisfied. In no case will a healthy domestic animal be disposed of in less than three days unless it is released to the guardian thereof.
- (vi) The Society may charge, collect and retain for its own use as part of the consideration for this contract all costs incurred from all persons who redeem impounded animals. The impound fee, if applicable, shall be returned to the City less a ten (10%) administration fee.
 - (vii) The Society is authorized to collect from the guardian or keeper of the animal all reasonable and necessary costs associated with providing emergency treatment to an impounded animal.

Section 3. Miscellaneous Provisions.

- (a) The Society shall, in its discretion, furnish and distribute to animal guardians notices which clearly and simply state the important portions of the City Codes.
- (b) The Society shall handle complaints about nuisance domestic pets only.
- (c) The Society shall submit an annual summary report to the City listing the following information in regard to the contract year.
 - (i) the total number of calls handled by the Humane Society Animal Control Officers within the City;
 - (ii) the total number of animals impounded
- (d) The Society shall be responsible for providing and maintaining appropriate vehicles, insurance and equipment to perform animal control functions as defined in this contract. All expenses associated with the purchase of these vehicles will be the responsibility of the Society, including, but not limited to, the cost of the purchase and installation of all equipment necessary to modify the vehicles for transportation of animals.
- (e) For historical documentation purposes, all public citizen complaints must be reported to the Society.

Section 4. Obligations of the City.

- (a) When possible, the City shall transport any animal found running at large to the Society to be housed until such time as an owner may be located or the three (3) day stray wait is completed.
- (b) The Society shall provide an officer and vehicle at \$48.00 per hour plus the current IRS mileage rate per mile for the purpose of animal control patrolling and apprehending animals running at large within the City per City Ordinance and at the request of the City during the hours of 8:00 a.m. until 6:00 p.m.
- (c) Charges for calls received after 6:00 p.m. until 8:00 a.m. will be charged at \$58.00 per hour in quarter hour increments plus the current IRS mileage rate. The Society will bill the City for any and all calls on a monthly basis and the City will pay the Society the full amount due within 30 days of receipt of the invoice.

- (d) The Society will also charge the City \$12.50 boarding per day per animal held at the Shelter for the appropriate impound period or until an owner reclaims the animal.
- (e) Owners reclaiming their animal will be responsible for all costs incurred by the City.

All financial obligations of the City under this Agreement are subject to appropriation and budgeting of sufficient funds therefore by the City.

(g) Breed Banning is not allowed per South Dakota law SB75.

Section 5. It is further agreed:

- (a) The Society's records with respect to all matters covered by this contract shall be made available for audit and inspection by the City at any time during normal business hours. The City shall give written notice 48 hours before an audit is begun.
- (b) The Society shall protect, indemnify, defend and hold harmless the City, the departments and agencies thereof, its officers, elected and appointed, and its employees, servants and agents from any and every action, cause of action, claim or demand of any person, natural or corporate, who is not subscribing party to this agreement, by, because or through any matter, cause, or thing happening or in any way connected with the Facility or the Society's Animal Control Officers arising from the negligent acts or actions of said Society, its employees or agents. The Society shall not be required to protect, indemnify, defend and hold harmless the City for acts, claims or demands which may arise from the negligent acts of the City, its officers elected or appointed, and the agencies thereof, nor for acts, claims or demands based on the performance of this contract by the Society in compliance with specific instructions or orders given to said Society by authorized agents or elected or appointed officers of said City.
- (c) Through the duration of this Agreement the Society shall carry at its own expense a general liability insurance policy for bodily injury and property damage.
- (d) The Society, its members, and employees work for the Society and do not have the status; rights, or benefits afforded to employees of the City. By virtue of this agreement it is expressly understood and agreed that the Society shall perform all undertakings and professional services herein prescribed and contemplated as an independent contractor.
- (e) That no waiver of any breach of any provision of this contract constitutes a waiver of any other or subsequent breach thereof.
- (f) In all hiring or employment made possible by or resulting from this contract, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, national origin or marital status.

Section 6. It is hereby agreed by and between the parties that strict and timely compliance with the pertinent laws of the State of South Dakota, ordinances of the City of Crooks, administrative directives of the City and the provisions of the Agreement, all as the same relate to the operation of the animal shelter and enforcement and services

shall be of the essence hereof, and, that the failure of either of the parties to so conform shall be sufficient cause for the other to terminate this Agreement.

Section 7. The City has the right and option to terminate this Agreement by the City, at a formal meeting, adopting a motion electing so to terminate, and the Society has the right and option to terminate this Agreement by action of its Board of Directors. The effective date of any such termination shall be no less than 30 days from the date of delivery of the notice that such action has been taken, but the agreement ends on December 31, 2022 unless renewed or extended in written agreement of both parties.

Section 8. This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

Section 9. This agreement includes domestic pets only, and it does not include large scale rescues, confiscations, and/or abandonment or other such situation that require the Society to impound ten (10) or more animals from any one residence and/or property. If these situations occur, it will be at the discretion of the City of Crooks whether or not to go forward. **All costs associated will be billed to the City and paid to the Sioux Falls Area Humane Society on a monthly basis. The City will be responsible to collect its own restitution from the owner of said animals including boarding, medical, legal, and labor costs associated.**

Collection of fees: will be determined by the City and the Sioux Falls Area Humane Society. If violation fees are enforced, the appropriate fees will be taken off the costs incurred for boarding fees for the animal. Fees collected by the Sioux Falls Area Humane Society from an animal owner will also be collected.

IN WITNESS WHEREOF, the parties hereto have subscribed this Agreement by the duly authorized officers thereof on the day and year first above written.

The City of Crooks, South Dakota

Sioux Falls Area Humane Society

By:

By: *Kori Baade*

City Manager

Executive Director

Attest:

City Clerk

Approved as to form:

City Attorney

**EXHIBIT A
TASK ORDER**

Task Order No. 007-671125

Effective Date: December 27, 2021

**Task Order Amendment to the
DGR ENGINEERING
Master Agreement for Professional Services**

DGR Engineering (Consultant) agrees to provide to: City of Crooks (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 23rd day of August 2017.

TASK ORDER PROJECT NAME: 2022 Eastside Lift Station Improvements

TASK ORDER PROJECT DESCRIPTION: Sanitary sewer expansion project in the southeast portion of town consisting of a lift, gravity sewer, and force main.

DGR CONTACT PERSON: Jesse Morris, PE

CLIENT CONTACT PERSON: Tobias Schantz

SCOPE OF WORK:

Topographic Survey:

- Research and verify existing easements and plats of record at county courthouse for the property.
- Locate existing boundary markers at the time of the survey.
- Locate all existing above ground features within the established survey limits. Take a sufficient frequency of elevation shots to establish reasonable accuracy for contours to be shown on a one-foot interval. Provide building floor elevations available at the time of survey through existing exterior doorways made available by Client and/or Owner, as necessary.
- Show utilities, above and below ground, located in the field at the time of the survey by the utility companies, Client or other authorized agents of utility companies. DGR will contact South Dakota One Call System, if available, to arrange for the location of utilities at the time of survey.
- Prepare topographic survey utilizing AutoCAD Civil 3D for use in development of plan documents.

Final Design:

- Attend initial meeting with Client to determine Project concept and scope.
- Review all background information made available to DGR by Client.
- Prepare temporary and permanent construction easements exhibits. Attend property owner meetings and assist Client with obtaining easements.
- Prepare preliminary opinion of estimated construction costs for the Project.
- Coordinate soil borings and report to be completed by geotechnical firm. Owner will contract directly with geotechnical firm.
- Contact public and private utility companies to inform them of planned improvements as well as the schedule for construction, as needed.
- Attend Council meetings as necessary.
- Determine removal limits for the Project site.
- Layout and design improvements based on parameters established by Client.
- Design sanitary sewer system and force main utilizing industry accepted standards complying with Client's minimum design standards. Determine pipe size based on industry minimum design standards, unless Client requires other design standards, based on specific land use, if available, or assumed land use if not available.
- Design lift station based on parameters established by Client. Typical design would include a wet well/ dry well, pump sizing, control panel and wiring, generator pad and site layout to include fencing and gravel.
- Prepare review plan submittal documents.
- Provide detailed specifications supplementing Client's standard specifications, as necessary. Materials types and materials specific items will be included as detailed specifications.
- Prepare and submit to Client for approval final opinion of estimated construction costs for the Project and submit to Client for approval.
- Submit to Client and funding agencies for review and approval three copies of the review plans and specifications including opinion of estimated construction costs. An electronic copy of the plans and specifications will be provided, if requested.
- Address Client's and funding agency comments to review plans and specifications submittal. Update opinion of estimated construction costs, as necessary, based on final plan and specifications.
- Provide to Client and funding agency for review and approval three copies of final plans and specifications including opinion of estimated construction costs. An electronic copy of the plans and specifications will be provided, if requested.

Bidding:

- Provide bidding documents to prospective bidders.
- Maintain a list of plan holders.
- Answer any questions arising throughout the bidding process and prepare addendums as required.
- Prepare bid tab of potential bidders and attend the bid opening.
- Attend governing council meeting.
- Prepare an itemized bid tab, provide to Client and post on DGR's website for informational purposes.
- Prepare and deliver to Client an award recommendation letter based on the bids received.
- Prepare and submit to Contractor Notice of Award letter.

Construction Administration:

- Prepare contract and submit to Contractor and Client for execution.
- Submit to Client Notice of Intent (NOI), if applicable.
- Prepare and distribute to Contractor Notice to Proceed.
- Review geotechnical firm proposal to provide testing. Geotechnical services will be hired directly by Client. Client is responsible for paying the cost of geotechnical services. DGR is not responsible for any impact on Client 's Project caused by subsurface conditions. DGR is entitled to rely on the accuracy of the information and services furnished by Client and its geotechnical firm.
- Assist Client with the coordination and scheduling of a preconstruction meeting. Notify Contractor and affected private utilities of the preconstruction meeting date and location. Prepare an agenda, record and distribute minutes to all attendees.
- Review and approve or not approve submitted shop drawings, product submittals, test results and other submittals. Require submittals to be revised, if necessary.
- Assist Client in notifying affected property owners.
- Provide Client a video of pre-existing conditions of significant items, if requested.
- Mark removal limits of appropriate items.
- Provide construction stakes for utilities as requested by the contractor.
- Observe construction activities when significant work involving pay items is done to determine generally if the Contractor is proceeding in accordance with the contract documents. However, DGR will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work performed by the Contractor. On the basis of site visit, DGR will keep Client reasonably informed about the progress and quality of the work completed, and report to Client known deviations from the contract documents and from the most recent construction schedule, and defects and deficiencies observed in the work.
- Maintain reports indicating weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and other pertinent information.
- Conduct, as necessary, progress and coordination meetings. Record and distribute minutes to all attendees. Require Contractor to have weekly coordination meetings during construction with subcontractors, Client and Engineer.
- Prepare change orders and progress payment request forms, as needed, and submit to Contractor and Client for execution.
- Maintain and update the Storm Water Pollution Prevention Plan (SWPPP), as required. Record minor and major changes and prepare illustrations of modifications, if applicable.
- Conduct a final inspection when the Project is complete. Record, generate and provide to Client and Contractor a "punch list" of construction items requiring completion or correction.
- Prepare and submit to Client and governmental agencies, if required, letter of certification of Project completion confirming compliance of construction with the contract documents and start of warranty period.
- Prepare and deliver to Client and Contractor and obtain signatures on final pay request.
- Submit to governmental agencies, if necessary, Notice of Termination (NOT).
- Prepare as-built drawings based on as constructed improvements performed in the field. Submit PDF files as well as a hard copy of the full Project. The design text will be updated if the horizontal locations vary more than 5 feet and/or the vertical locations more than 0.1 foot.

- Reset all boundary markers removed during construction.

FEE ARRANGEMENT: DGR is proposing to perform the topographic survey, final design, and bidding services as outlined above for a lump sum amount of \$109,000. DGR proposes to perform the construction administration services as outlined above for an estimated amount of \$85,000 based on an hourly rate and reimbursable expenses at the time of service and an estimated construction window of six months.

SPECIAL TERMS AND CONDITIONS: NA

<u>City of Crooks</u> _____ (Client)	DeWild Grant Reckert and Associates Company d/b/a DGR Engineering _____ (Consultant)
By: _____	By: _____
Title: _____ (Authorized signature and Title)	Title: _____ (Authorized signature and Title)
Date: _____	Date: _____
Address: <u>PO Box 785</u>	Address: <u>2909 East 57th Street, Ste 101</u>
City: <u>Crooks, SD 57020</u>	City: <u>Sioux Falls, SD 57108</u>
Phone: <u>(605) 543-5238</u>	Phone: <u>(605) 339-4157</u>

**EXHIBIT A
TASK ORDER**

Task Order No. 008-671002

Effective Date: December 27, 2021

**Task Order Amendment to the
DGR ENGINEERING
Master Agreement for Professional Services**

DGR Engineering (Consultant) agrees to provide to: City of Crooks, (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 23rd day of August 2017.

TASK ORDER PROJECT NAME: Water System Study

TASK ORDER PROJECT DESCRIPTION: Study of the City of Crooks existing water system and future demands.

DGR CONTACT PERSON: Jesse Morris, PE

CLIENT CONTACT PERSON: Tobias Schantz

SCOPE OF WORK: Following is a detailed scope of services to be included under this Task Order:

- Client will provide existing maps, plans, water system financial records, customer connection information, 5-years of billed water records, and any additional relevant water system information.
- Review existing data including water sales and purchased information to determine water loss, average day demand and peak day demand.
- Create a hydraulic model (utilizing KY Pipe) based on the pipeline data available for the system (pipeline location, length, size, material and pressure class). Assign pipeline elevations based on publicly available digital elevation models. Model water system storage tank based on information available from the City. Analyze historic water use data for the past 5 years and distribute system demands throughout the model. Specific demands will be assigned for large users.
- The model will be calibrated when weather allows (likely March 2022) to validate based on the existing system. Two technicians will make one site visit to flow test hydrants and recording system pressures in the older part of town. Assistance from the Utility staff will be required to facilitate hydrant testing. A combination of electronic pressure recorders and pressure gauges will be used to monitor system pressures during flow testing. No testing will be performed on PVC mainline installed in the last 20 years.
- Utilize available construction drawings or name plate data to calculate reservoir overflow and estimate foundation elevations.

- Utilize flow test data to calibrate the pipe roughness and correlate predicted pressures to recorded pressures in pipe greater than 20 years old. Pipe installed in the last 20 years will be assumed to have “new” pipe roughness values. The calibration process will be based on the pipe size and material provided by the Utility. The calibration process sometimes identifies inaccuracies in pipeline size and material information, or valve configurations. We have included 3 hours of technician effort in the scope of this proposal to verify pipe sizes and materials, and closed valves and/or obstructions. If additional effort is required, we will communicate with the City before proceeding with additional effort.
- Based on the partial model calibration, the following will be provided regarding the existing system:
 - Provide a map showing the calculated residual pressures during peak demand.
 - Provide a map showing calculated fire flow capacity at each pipe junction, estimated to the nearest 100 gallons per minute. Flows will be shown at all junctions (intersections) of pipe instead of individual fire hydrants, which provides more information about the system.
- A general population analysis will be completed to determine the future water demand.
- Existing information will be utilized to develop proposed improvements different alternatives with cost estimates to address any necessary improvements.
- Review the Client’s existing water storage tank condition and capacity based on information provided by the Client and prepare alternatives with cost estimates to address any necessary improvements.
- Develop report with existing information as well as proposed improvements. Improvements will consist of pipeline replacements, looping, upsizing, elevation tank sizes and locations and water service to new areas / developments.
- Assist City with funding applications for future improvement projects based on findings of the study.

FEE ARRANGEMENT: We propose to complete the work as outlined above for an estimated fee of \$12,000 - \$15,000.

SCHEDULE: Complete study by April 30, 2022. Report timeline is based on the fact that the calibration efforts may not take place until sometime in March. Timeline is based on submitting funding application, at the earliest, by the June 30, 2022, deadline.

SPECIAL TERMS AND CONDITIONS: Client will provide existing maps, water sales and purchased records, existing water rates and water fund financial records and inspection reports for storage tanks.

City of Crooks, South Dakota
(Client)

DeWild Grant Reckert and Associates Company
d/b/a DGR Engineering
(Consultant)

By: _____

By: _____

Title: _____
(Authorized signature and Title)

Title: _____
(Authorized signature and Title)

Date: _____

Date: _____

Address: PO Box 785

Address: 2909 East 57th Street, Ste 101

City: Crooks, SD 57020

City: Sioux Falls, SD 57108

Phone: (605) 543-5238

Phone: (605) 339-4157

**EXHIBIT A
TASK ORDER**

Task Order No. 009-671002

Effective Date: December 13, 2021

**Task Order Amendment to the
DGR ENGINEERING
Master Agreement for Professional Services**

DGR Engineering (Consultant) agrees to provide to: City of Crooks, (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 23rd day of August 2017.

TASK ORDER PROJECT NAME: Update Engineering Design Standards

TASK ORDER PROJECT DESCRIPTION: Develop updated engineering design standards and supplemental specifications for the City of Crooks to better prepare for future development.

DGR CONTACT PERSON: Jesse Morris, PE

CLIENT CONTACT PERSON: Tobias Schantz

SCOPE OF WORK: Following is a detailed scope of services to be included under this Task Order:

- Develop new Engineering Design Standards (EDS) and supplemental specifications for the City of Crooks that would replace the current Ordinance No. 146.
- DGR Engineering will develop a draft set of documents utilizing EDSs from adjacent communities and general engineering practices.
- Set up meeting with City staff to present draft set of documents and get feedback regarding the information.
- Modify based on City staff feedback and finalize documents to present at a City Council Meeting for Approval and adoption.
- Updates to the EDS will require modifications to the subdivision regulations. DGR will assist with the modifications to the subdivision regulations (where the new EDS conflict or restate information) but does not plan to provide those modified documents.

FEE ARRANGEMENT: We propose to complete the work as outlined above for an estimated fee of \$5,000 - \$7,500

SCHEDULE:

- Initial draft to City Staff March 31, 2022
- Meeting with City based on draft documents April 07, 2022
- City adopt Design Standards & Specifications May 09, 2022

SPECIAL TERMS AND CONDITIONS: none

City of Crooks, South Dakota
(Client)

DeWild Grant Reckert and Associates Company
d/b/a DGR Engineering
(Consultant)

By: _____

By: _____

Title: _____
(Authorized signature and Title)

Title: _____
(Authorized signature and Title)

Date: _____

Date: _____

Address: PO Box 785

Address: 2909 East 57th Street, Ste 101

City: Crooks, SD 57020

City: Sioux Falls, SD 57108

Phone: (605) 543-5238

Phone: (605) 339-4157

**CITY OF CROOKS
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Crooks will hold a Public Hearing on Monday, December 27, 2021 regarding the Eastside Lift Station project. The purpose of the public hearing is to discuss the proposed project, the proposed financing, and the source of repayment for any loans. The public is invited to attend and comment on the project.


The City expects to apply for approximately \$1,494,000 for the sanitary sewer improvements.

The City is seeking project funding from the Board of Water and Natural Resources for the sanitary sewer improvements. The funds could be a grant from the state Consolidated Water Facilities Construction Program and/or a loan from the Clean Water State Revolving Funds (SRF) Program. The expected Clean Water SRF loan terms are 2.125 percent for 30 years, and the Board of Water and Natural Resources may forgive all or a portion of the loan principal.

This public hearing will be held at the following time, date and location:

5:30 PM.
December 27, 2021
Crooks Community Center
701 S. West Ave.
Crooks, SD

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this hearing, please contact the Crooks Finance Officer 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 48 hours prior to the hearing will enable the City to make reasonable arrangements to ensure accessibility to this hearing.

Tobias Schanz 
Finance Officer
City of Crooks, SD

Published: _____
Published once at the approximate cost of _____.

**CITY OF CROOKS
RESOLUTION #2021-29**

RESOLUTION AUTHORIZING AN APPLICATION FOR FINANCIAL ASSISTANCE, AUTHORIZING THE EXECUTION AND SUBMITTAL OF THE APPLICATION, AND DESIGNATING AUTHORIZED REPRESENTATIVES TO CERTIFY AND SIGN PAYMENT REQUESTS.

WHEREAS, the City of Crooks (the "City") has determined it is necessary to proceed with improvements to its Clean Water System, including but not limited to the Eastside Lift Station (the "Project"); and

WHEREAS, the City has determined that financial assistance will be necessary to undertake the Project and an application for financial assistance to the South Dakota Board of Water and Natural Resources (the "Board") will be prepared; and

WHEREAS, it is necessary to designate an authorized representative to execute and submit the Application on behalf of the City and to certify and sign payment requests in the event financial assistance is awarded for the Project,

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby approves the submission of an Application for financial assistance in an amount not to exceed \$ 1,494,000 to the Board for the Project.
2. The Mayor and Council President are hereby authorized to execute the Application and submit it to the Board, and to execute and deliver such other documents and perform all acts necessary to effectuate the Application for financial assistance.
3. The Mayor and Council President are hereby designated as authorized representatives of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Adopted at Crooks, South Dakota, this _____ day of _____ 2021.

APPROVED:

Mayor
City of Crooks

(Seal)

Attest: _____
City Finance Officer

Published: _____

Published once at the approximate cost of: \$ _____



Preliminary Construction Cost Estimate
 Eastside Lift Station
 Crooks, SD
 Prepared By: DGR Engineering #671002
 November 17, 2021



Item	Description	Qty	Unit	Unit Cost	Total Cost	Clean Water SRF Eligible	
						Qty	Total
1	Mobilization	1	LS	\$167,000.00	\$167,000.00	1.0	\$167,000.00
2	Clearing	1	LS	\$5,000.00	\$5,000.00	1.0	\$5,000.00
3	Unclassified Excavation & Embankment	7,900	CY	\$7.00	\$55,300.00	7,900.0	\$55,300.00
4	Salvage & Place Topsoil	2,400	CY	\$20.00	\$48,000.00	2,400.0	\$48,000.00
5	Sanitary Sewer Manhole	4	EA	\$4,500.00	\$18,000.00	4.0	\$18,000.00
6	Manhole Frame & Cover	4	EA	\$700.00	\$2,800.00	4.0	\$2,800.00
7	Air Release Manhole	1	EA	\$14,000.00	\$14,000.00	1.0	\$14,000.00
8	6" Forcemain w/ Bedding	2,950	FT	\$50.00	\$147,500.00	2,950.0	\$147,500.00
9	6" MJ Fittings	8	EA	\$450.00	\$3,600.00	8.0	\$3,600.00
10	8" Sanitary Sewer	1,300	FT	\$55.00	\$71,500.00	1,300.0	\$71,500.00
11	8" Sewer Pipe Bedding	1,300	FT	\$10.00	\$13,000.00	1,300.0	\$13,000.00
12	Sewer Pipe Cleaning & Testing	1,300	FT	\$2.50	\$3,250.00	1,300.0	\$3,250.00
13	Lift Station w/ Controls	1	LS	\$225,000.00	\$225,000.00	1.0	\$225,000.00
14	Control Building w/ Electrical	1	LS	\$30,000.00	\$30,000.00	1.0	\$30,000.00
15	Generator w/ Foundation	1	LS	\$95,000.00	\$95,000.00	1.0	\$95,000.00
16	RCP Storm Sewer	80	FT	\$115.00	\$9,200.00	80.0	\$9,200.00
17	RCP Flared End Section	2	EA	\$1,500.00	\$3,000.00	2.0	\$3,000.00
18	Road Shaping	1,700	FT	\$6.00	\$10,200.00	1,700.0	\$10,200.00
19	Gravel Surfacing	1,300	TN	\$30.00	\$39,000.00	1,300.0	\$39,000.00
20	Asphalt Concrete Composite	600	TN	\$110.00	\$66,000.00	600.0	\$66,000.00
21	Seed, Fertilize & Mulch	14,200	SY	\$1.50	\$21,300.00	14,200.0	\$21,300.00
22	Erosion Control	1	LS	\$5,000.00	\$5,000.00	1.0	\$5,000.00
Subtotal:					\$1,052,650.00		\$1,052,650.00
Contingencies:					\$158,350.00		\$158,350.00
Total Construction Cost:					\$1,211,000.00		\$1,211,000.00
Engineering:					\$194,000.00		\$194,000.00
Legal, Admin & Testing:					\$40,000.00		\$40,000.00
Power & Natural Gas Connections:					\$30,000.00		\$30,000.00
Total Project Cost:					\$1,475,000.00		\$1,475,000.00

City of Crooks
RESOLUTION #2021-30

A RESOLUTION OF THE CITY OF CROOKS, SOUTH DAKOTA ESTABLISHING BUILDING PERMIT FEES

BE IT RESOLVED, by the City Council of the City of Crooks, South Dakota that pursuant to and in conformance with Section 16.02 of the 2009 Revised Crooks Zoning Regulations of the City of Crooks South Dakota that the following building permit fee schedule be adopted as follows:

2021 Residential Building Permit Valuation/Fee Schedule

The base valuation to determine permit fees is based upon a dollar per square foot schedule in accordance with the following. The bid price must be quoted for renovations or remodels. Work done by the resident (self-help) will be valued at square foot valuation.

Dwellings – Single Family dwelling, duplexes, townhouses:

Finished habitable space	\$107.00 per square foot
Finished basements	\$ 64.00 per square foot
Unfinished space (basement or upper levels)	\$ 32.00 per square foot
Attached garages	\$ 33.00 per square foot
Detached garages	\$ 30.00 per square foot
Garden sheds (greater than 200 sq. feet) (Zoning fee)	\$ 18.00 per square foot
Interior Remodeling	Contractors estimate or \$28.00 per square foot
Wood Patio	\$12.00 per square foot
Concrete flatwork	\$5.00 per square foot

Apartment buildings and pole or storage sheds are commercial permits.

Residential Building Permit Fee Schedule

<u>TOTAL VALUATION</u>	<u>FEE</u>
\$1 - 1,000	\$20.00
\$1,101 – 2,000	\$10.00 for the first \$500 plus \$1.50 for each additional \$100 or fraction thereof, to and including \$2,000, for valuations in excess of \$1,100.
\$2,001 - 25,000	\$35.50 for the first \$2,000 plus \$6.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 - 50,000	\$170.50 for the first \$25,000 plus \$4.50 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 - 100,000	\$283.00 for the first \$50,000 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 and up	\$433.00 for the first \$100,000 plus \$2.50 for each additional \$1,000 or fraction Thereof.

Certain 'non-valued' fees are adopted as follows:

Fence	\$20.00	Swimming pool fence enclosures	\$25.00
Reroofing	\$40.00	Window replacements (sashes only)	\$20.00
Residing	\$40.00	Razing	\$15.00
Moving Building.....	\$30.00	Excavation/GRADING	\$50.00
Building Demolition.....	\$50.00		

Other Inspection Fees:

Inspections outside normal business hours	\$70.00 per hour (Minimum charge of one hour)
Re-Inspection Fees	\$70.00 per hour (Minimum charge of one hour)

2021 Commercial Building Permit Valuation/Fee Schedule

COMMERCIAL PERMIT FEE SCHEDULE

The value to be used in computing the building permit fee for all commercial construction, remodeling, renovation, and repairs shall be the **total value** of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air-conditioning, elevators, fire extinguishing systems, and other permanent equipment exclusive of site improvements and parking lots costs.

Total Valuation	Fee
\$1-700	\$20.00
\$701 - 2,000	\$15.00 for the first \$500 plus \$2.00 for each additional \$100 or fraction thereof, to and including \$2,000, for valuations in excess of \$701.01.
\$ 2,001 - 25,000	\$45.00 for the first \$2,000 plus \$9.00 for each additional \$1,000 or fraction thereof, to and including \$25,000.
\$ 25,001 - 50,000	\$252.00 for the first \$25,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$50,000.
\$50,001 - 100,000	\$414.50 for the first \$50,000 plus \$4.50 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 - 500,000	\$639.50 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof, to and including \$500,000.
\$500,001 and up	\$2,039.50 for the first \$500,000 plus \$3.00 for each additional \$1,000 or fraction thereof.

Passed and Adopted this ____ day of _____ 2021.

ATTEST:

Butch Oseby
Mayor

Tobias Schantz
Municipal Finance Officer

Legislative history:

Adopted & Passage: _____

Effective: _____

Published: _____

Published once at the cost of: \$ _____

City of Crooks
Ordinance #289

An ordinance amending Ordinance #167 (The 2009 Crooks Zoning Ordinance Regulations), Section 12.09 "Fences"

Be it ordained by the Crooks City Council that Ordinance #167, Section 12.09 ("Fences") be amended to read as follows:

Section 1. Amendment.

The following point shall be inserted as in Section 12.09 "Fences" as subpoint "M", and read as follows: "The installation of fences in drainage easements shall be prohibited. Fences placed in utility easements, and other designed easements will require prior approval from the City of Crooks. City of Crooks may enter easement for construction, reconstruction, replacement, repair, and maintenance purposes; and will be held harmless for the cost of replacement or damage to any improvement or vegetation with the easement and may make any other appropriate or necessary requirements."

Section 2. Ordinances in conflict.

Any ordinances or part of ordinances in conflict herewith are hereby repealed.

F. Butch Oseby, Mayor

(SEAL)

Attest:

Tobias Schantz, Finance Officer

Planning and Zoning Commission hearing: 11/29/2021

City Council hearing:

First reading:

Second reading

Published:

Effective:

Published once at the approximate cost of: \$

**CITY OF CROOKS
ORDINANCE #291**

AN ORDINANCE OF THE CITY OF CROOKS, SOUTH DAKOTA, PROVIDING THAT CERTAIN REAL PROPERTY WITHIN THE CITY OF CROOKS, SOUTH DAKOTA, BE REZONED.

BE IT ORDAINED BY THE CROOKS CITY COUNCIL OF THE CITY OF CROOKS, SOUTH DAKOTA, THAT:

Tract 1 of Benson's 3rd Addition (Except Lot 1 & Tract 1 Tri-Valley Addition, except Lot H-1, Lot H-2, & Lot H-4) in the NE1/4 and SE1/4 of Sec. 10-T102N-R50W of the 5th P.M., Minnehaha County, South Dakota) be rezoned from Agriculture (AG)/Natural Resource Conservation (NRC) to single-family residential (R-1), multi-family-residential (R-2), and general business (GB) pursuant to the exhibit submitted.

Ayes: Nays: Abstain:

Adopted this _th day of _____, 2021

F. Butch Oseby, Mayor

ATTEST:

(MUNICIPAL SEAL)

Tobias Schantz,
Municipal Finance Officer

Legislative History

Hearing Planning and Zoning Commission: 11/29/2021

Hearing City Council:

First Reading:

Second Reading:

Passage & Adoption:

Publication Date:

Effective Date:

Published once at the approximate cost of: \$

City of Crooks
Ordinance #292
SUPPLEMENTAL APPROPRIATIONS ORDINANCE

Be it ordained by the City of Crooks that the following sum is supplementally appropriated to meet the obligations of the municipality for the fiscal year of 2021.

		101 General Fund
		<u> </u>
Section 1.		
Dept.	Object - Expense	
4232 Building Inspection	422 Services	\$ 8,000.00
	Total Appropriations	<u>\$ 8,000.00</u>

Sources of Funding / Means of Finance		
32004 Building Permits		<u>\$ 8,000.00</u>
	Total means of finance	<u>\$ 8,000.00</u>

Section 2.
The Finance Officer is hereby directed to transfer the said amount and to show such action on the proper records of the City.

_____ (SEAL)
F. Butch Oseby, Mayor Date

_____ Date
Tobias Schantz, Finance Officer

First reading:
Amendment:
Second reading:
Adopted & Passed:
Published:
Published once at the approximate cost: \$
Effective: