

City of Crooks  
City Council  
Regular monthly meeting  
Agenda

Date: 07/10/2023

Time: 6:00pm

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

- 1) Call to order / Roll call
- 2) Pledge of allegiance & Invocation
- 3) Agenda
- 4) Meeting minutes
- 5) Financials
- 6) Claims
- 7) Consent calendar items:
  - a) Tri-Valley agreement for Crooks Community Center parking lot use
  - b) GFP – Heritage Park grant agreement
  - c) Accept Willow Creek Development infrastructure
  - d) Annexation agreement
  - e) Special event liquor license – Applicant: The Wooden Nickel, date: 10/04/2023, location: Crooks Community Center
- 8) Open comments [The opportunity for anyone not listed on the agenda to speak to the council, speaking times will be limited to three (3) minutes. No action will be taken on questions or items not on the agenda.]
  - a) Chris Langloss – alley responsibility/vacating alley
- 9) Public hearings:
  - a) Conditional Use Application – oversized accessory building / Applicant: Bartley Mack / Property: 112 E 9<sup>th</sup> St., Crooks, SD
- 10) Reports/Other business:
  - a) Utility
    - i. Contracting out garbage service
    - ii. Extend completion date east side lift station improvements
  - b) Economic Development
  - c) Streets
    - i. Discussion W. 4<sup>th</sup> Street
  - d) Planning and Zoning
  - e) Government buildings & IT infrastructure
    - i. Update security cameras at government facilities
    - ii. Waiver request Crooks Community Center
  - f) Parks
  - g) Finance
    - i. Disbursement authorization
  - h) Code enforcement / animal control

July 10, 2023 City Council Agenda regular monthly meeting, continued:

i) Other business:

- i. Disburse property tax received from Rural Service District to Benton Township
- ii. Appointment Eric Schuette as Streets chairman

11) Ordinances, resolutions, policies, motions:

- a) Second reading of Ordinance #326 – Authorizing and regulating the operation of golf carts on City streets in and for the City of Crooks, South Dakota
- b) Second reading of Ordinance #327 – Water & sewer rates for the City of Crooks
- c) Second reading of Ordinance #328 – Supplemental appropriations
- d) First reading of Ordinance #329 – Amendment Ordinance #65
- e) First reading of Ordinance #330 – Amendment Ordinance #151
- f) First reading of Ordinance #331 – Supplemental appropriations
- g) Resolution 2023-09 – Resolution to annex property upon receipt of a petition for voluntary annexation

12) Adjourn



**City of Crooks  
Meeting Minutes  
June 12, 2023**

**1) Call to order/Roll Call.** At 6:00pm the meeting was called to order by Mayor Oseby at the Crooks Community Center. Answering roll call were Alderman Harstad, Alderman Beyer, Alderman J. Richardson, and Mayor Oseby. A quorum was present. City staff/officials present were City Administrator/Finance Officer Schantz, Planning and Zoning Director S. Richardson, and Utility Superintendent Beck.

**2)** Pledge of allegiance was recited by those present. Oseby led invocation.

**3) Approve posted agenda.** Motion by J. Richardson to approve agenda with amendments to move the floodplain ordinance discussion after item 7) Claims, add an item under Finance for opening a new account with Reliabank, and add an item under Code enforcement/animal control to authorize abatement, seconded by Beyer. No discussion. All aye, motion carried.

**4) Appointment City Council member & oath of office.** Motion by Harstad to appoint Eric Schuette to the vacant Alderman-Ward II position, seconded by Beyer. No discussion. All aye, motion carried. Schuette took oath of office.

**5) Meeting minutes.** Governing body reviewed meeting minutes. Motion by J. Richardson to approve May 8, 2023 meeting minutes and June 5, 2023 special meeting minutes, seconded by Harstad. No discussion. All aye, motion carried.

**6) Financials.** Governing body reviewed financials. Motion by Harstad to approve financials, seconded by J. Richardson. No discussion. All aye, motion carried.

**7) Claims.** Governing body reviewed claims and wages for June 12, 2023. Motion by Beyer to approve claims and wages, seconded by Harstad. No discussion. All aye, motion carried. Abstentions: J. Richardson and Schuette.

**Approved claims.**

Vendor	Date incur.	Description	Amount
A&B Business Solutions	6/5/2023	copier lease	\$ 290.99
Active Data Systems	5/17/2023	cloud storage & document mgmt. services	\$ 602.00
Aflac	5/26/2023	Aflac payable	\$ 138.34
Alliance Communications	6/1/2023	utilities office & sewer	\$ 375.97
Appeara	6/5/2023	mat, mop, towel, rug service	\$ 99.20
Avera McKennan	5/11/2023	EAP contract	\$ 1,050.00
Banyon Data Systems, Inc.	6/1/2023	Payroll, UB meter device, Fund support	\$ 2,075.00
Basepoint Building Automations	6/1/2023	Repair door municipal office - arm bent	\$ 385.51

Border States Electric	5/26/2023	3/4" pipe	\$ 347.90
Border States Electric	5/31/2023	tracer wire	\$ 525.45
Border States Electric	5/12/2023	2" pipe	\$ 9,903.60
Border States Electric	5/12/2023	butt fusion tee	\$ 91.80
Border States Electric	5/11/2023	tracer wire	\$ 1,576.35
Border States Electric	5/12/2023	butt fusions	\$ 881.52
Border States Electric	6/6/2023	tracer wire	\$ 693.38
Border States Electric	6/5/2023	1/2" pipe	\$ 207.40
Builders Electric	5/23/2023	new outlet at Sunset Park	\$ 3,290.00
Builders Electric	5/23/2023	Replace wall lights at New Hope Park	\$ 800.00
Butch Oseby	5/30/2023	Per diem & mileage reimbursement	\$ 370.64
CAWT	6/1/2023	Crooks Community Days contribution	\$ 4,000.00
CC Storage	6/1/2023	storage unit rental	\$ 69.00
CHS INC.	5/10/2023	Strike 3 Winfield chemical	\$ 301.20
City of Sioux Falls	5/31/2023	landfill fees for Spring clean up	\$ 539.32
Clayton Energy Corporation	5/11/2023	commodity purchase	\$ 14,270.76
Clayton Energy Corporation	6/1/2023	reservation & monthly service fee	\$ 2,204.59
Crooks Country Corner	5/16/2023	fuel	\$ 42.84
Crooks Municipal Utilities	5/9/2023	utilities	\$ 1,006.76
Crooks Municipal Utilities	6/7/2023	utilities	\$ 1,030.30
Custom Truck Equipment	4/25/2023	new sander	\$ 14,594.71
D3 Handyman Service	5/24/2023	repair Sunset north walking trail	\$ 3,600.00
Dakota Supply Group	5/22/2023	gaskets	\$ 134.00
Dept. of Treasury / EFTPS	5/18/2023	payroll tax deposit	\$ 2,170.30
Dept. of Treasury / EFTPS	6/5/2023	payroll tax deposit	\$ 5,567.85
DGR Engineering	5/17/2023	04-2023 engineering services	\$ 2,535.00
Ecolab	5/18/2023	pest control services	\$ 97.29
Ferguson Waterworks	5/8/2023	water registers	\$ 5,640.00
Ferguson Waterworks	5/11/2023	water registers	\$ 5,675.62
Ferguson Waterworks	5/19/2023	meter couplings	\$ 162.30
Ferguson Waterworks	5/22/2023	meter couplings	\$ 227.22
Ferguson Waterworks	6/7/2023	water registers	\$ 1,425.00
First Interstate Bank	5/9/2023	returned item fee	\$ 4.00
First Interstate Bank	5/30/2023	returned item fee	\$ 3.00



First Interstate Bank	6/9/2023	purchase card payment	\$ 5,185.54
First Rate Excavate	5/11/2023	116 N 1st Ave curb stop repair	\$ 3,923.48
Garbage'N'More	5/1/2023	garbage service at parks	\$ 100.00
Gas Training Specialties	5/11/2023	training & mileage	\$ 439.12
Gas Training Specialties	2/5/2023	training & mileage	\$ 254.78
Goebel Printing	5/25/2023	Building official business cards	\$ 52.00
Goebel Printing	5/25/2023	Slurry seal door hangers	\$ 88.96
Goebel Printing	5/30/2023	Promotional pens	\$ 642.01
Health Pool of SD	6/1/2023	health + life insurance	\$ 3,883.85
Heiman Fire Equipment	5/19/2023	fire extinguisher maintenance	\$ 282.00
Hilman Fleischhacker	5/10/2023	CCC deposit Return	\$ 550.00
Jackie Benson	5/19/2023	Community Center deposit refund	\$ 550.00
Jana Richardson	5/20/2023	Crooks Comm Cen deposit return	\$ 450.00
Jeff Nelson	6/9/2023	commercial building official services	\$ 12,893.64
Judi Person	5/11/2023	Reimbursement supplies for flower beds	\$ 62.25
Judi Person	5/8/2023	Reimbursement supplies for flower beds	\$ 5.59
Koons Gas Measurement	5/30/2023	shut-off valve with butt fusion	\$ 2,183.27
Lacey Rentals, Inc.	5/10/2023	Portable restroom rental	\$ 200.00
Lacey Rentals, Inc.	5/30/2023	Portable restroom rental	\$ 1,140.00
Lacey Rentals, Inc.	5/30/2023	Portable restroom rental	\$ 145.00
Lacey Rentals, Inc.	6/7/2023	Portable restroom rental	\$ 200.00
Marlene Ahlers Estate	6/6/2023	utility deposit refund	\$ 12.59
Matthew Schwich	5/9/2023	Utility deposit return	\$ 56.59
Meierhenry Sargent LLP	6/1/2023	05-2023 legal services	\$ 1,215.00
Minnehaha Comm. Water Corp.	6/1/2023	05-2023 water purchase	\$ 10,363.20
New Century Press	5/12/2023	Graduation ad	\$ 50.00
New Century Press	5/12/2023	05/08/2023 mtg mins publication	\$ 360.08
New Century Press	5/26/2023	Crooks Community Days ad	\$ 25.00
New Century Press	5/12/2023	Sports previews ad	\$ 15.00
New Century Press	5/26/2023	NoH - conditional use garage at 101 S Susan Ave	\$ 15.68
Novak Sanitary	5/1/2023	delivery roll off dumpsters Spring clean up	\$ 190.00
Novak Sanitary	6/1/2023	dumpsters Spring clean up	\$ 1,555.00
Nyberg's Ace Hardware, Inc.	6/1/2023	Supplies for shop & Crooks Comm Cen	\$ 63.92
Payment Service Network, Inc.	6/2/2023	monthly service fee	\$ 89.95
Pfeifer Implement	6/2/2023	Kubota mower 50hr maintenance	\$ 463.24

Prairie Grass Irrigation	5/11/2023	service call repair sprinkler system at Sunset Park	\$ 204.00
Pump'N'Stuff	5/10/2023	fuel	\$ 28.58
Pump'N'Stuff	5/9/2023	fuel	\$ 35.75
Pump'N'Stuff	6/5/2023	fuel	\$ 36.02
Pump'N'Stuff	6/6/2023	fuel	\$ 38.49
Q3 Contracting	5/17/2023	Dianne St. main installation	\$ 28,152.33
Q3 Contracting	5/24/2023	barricades & Dianne St. main	\$ 25,564.17
Q3 Contracting	5/11/2023	new services & service retirement	\$ 3,514.85
Raztech LLC	6/1/2023	Managed IT services	\$ 763.75
Sara Smith	6/9/2023	Per Diem & mileage reimbursement	\$ 422.66
SD Assoc. of Rural Water Systems	5/19/2023	supplemental insurance	\$ 337.39
SD DANR	6/1/2023	Drinking Water Permit fee	\$ 340.00
SD DANR	6/1/2023	Surface Water fee	\$ 50.00
SD DANR	6/7/2023	Operator examination fee	\$ 60.00
SD Dept. of Revenue	5/10/2023	sales tax payable	\$ 4,309.67
SD Dept. of Transportation	5/22/2023	West Ave Trails Ph 2 progress billing	\$ 38.31
SD Municipal League	5/10/2023	Budget training registration fee	\$ 90.00
SD One Call	5/31/2023	05-2023 message fees	\$ 153.30
SD Public Utilities Commission	5/11/2023	CY2022 Pipeline safety assessment	\$ 1,405.37
SD Retirement System	5/18/2023	05-2023 retirement contribution	\$ 3,205.72
SDRS Supplemental Retirement	4/21/2023	ROTH contribution	\$ 300.00
SDRS Supplemental Retirement	5/5/2023	ROTH contribution	\$ 300.00
SDRS Supplemental Retirement	6/6/2023	ROTH contribution	\$ 300.00
SDRS Supplemental Retirement	5/22/2023	ROTH contribution	\$ 300.00
SF Area Humane Society	5/4/2023	monthly animal control services	\$ 186.09
SF Area Humane Society	5/18/2023	monthly animal control services	\$ 214.81
Shellum, Mark	6/5/2023	Comm. Days - tractor pull sled & insurance	\$ 1,800.00
Sioux Valley Energy	5/14/2023	street light utilities	\$ 254.00
Sioux Valley Energy	5/14/2023	sewer utilities	\$ 195.87
Sioux Valley Energy	5/14/2023	sewer utilities	\$ 330.85
U Drive Technology	6/1/2023	monthly txt msg fees	\$ 128.80
US Postal Service	5/9/2023	postage - April Utility Billing	\$ 325.44
US Postal Service	6/1/2023	postage - gas awareness mailing - June 2023	\$ 487.35

US Postal Service	6/7/2023	mailing fee utility bills	\$ 324.26
Utility Safety and Design, Inc.	5/31/2023	moving DRS at 471st St.	\$ 36,308.50
Verizon Wireless	5/23/2023	bldg. ins phone & jetpack	\$ 91.25
Wigham Trucking, Inc.	5/2/2023	street sweeping	\$ 2,960.00
Xcel Energy	6/2/2023	utilities	\$ 5,206.45
		<b>Total claims</b>	<b>\$ 255,476.88</b>

**Approved purchase card payments.**

Vendor	Date incur.	Description	Amount
Amazon	5/16/2023	AED battery & pad	\$ 214.99
Amazon	5/15/2023	striping paint	\$ 85.95
Amazon	5/10/2023	document scanner & supplies	\$ 355.10
Amazon	5/5/2023	dog waste station	\$ 380.38
City of Sioux Falls	5/17/2023	parking fee	\$ 2.25
Crooks Country Corner	6/7/2023	fuel	\$ 56.85
Crooks Country Corner	6/2/2023	fuel	\$ 81.86
Crooks Country Corner	5/31/2023	fuel	\$ 41.04
Crooks Country Corner	5/24/2023	fuel	\$ 91.46
Crooks Country Corner	5/22/2023	fuel	\$ 8.24
Crooks Country Corner	5/15/2023	fuel	\$ 19.90
Crooks Country Corner	5/26/2023	fuel	\$ 23.38
Crooks Country Corner	5/30/2023	fuel	\$ 42.03
Crooks Country Corner	5/24/2023	fuel	\$ 37.24
Crooks Country Corner	5/26/2023	fuel	\$ 56.20
DocuSend	6/7/2023	ebills non-Crooks mailing	\$ 5.03
DocuSend	6/7/2023	ebills Crooks mailing	\$ 6.44
DocuSend	5/9/2023	ebills non-Crooks mailing	\$ 5.03
DocuSend	5/9/2023	ebills Crooks mailing	\$ 6.41
Dudley Laundry d/b/a Appera	6/7/2023	mat, mop, towel, rag service	\$ 99.20
Dudley Laundry d/b/a Appera	5/10/2023	mat, mop, towel, rag service	\$ 95.67
Flagshooter	5/26/2023	marking flags	\$ 310.15
Interstate Power Systems	4/10/2023	service call new main lift station	\$ 480.00
JCL Solutions	6/7/2023	bath tissue	\$ 79.50
JCL Solutions	5/23/2023	garbage bags Comm. Cen	\$ 126.68
JCL Solutions	5/15/2023	supplies waxing & stripping floor	\$ 507.12
Matheson Tri-Gas	5/31/2023	gas charts	\$ 35.06
Maximum Promotions	6/1/2023	US flags	\$ 283.50
Microsoft	5/20/2023	Basic 365 subscription	\$ 54.00
Microsoft	5/20/2023	Business standard 365 subscription	\$ 100.00
Nyberg's Ace Hardware	5/13/2023	marking paint	\$ 29.97
Nyberg's Ace Hardware	5/8/2023	supplies	\$ 102.94

ODP Business Solutions	5/30/2023	printing paper & labels	\$ 71.42
Pfeifer Implement	6/7/2023	parts machinery maintenance	\$ 162.27
Phonetics/Sensaphone	5/12/2023	subscription renewal	\$ 299.40
Pump'N'Stuff	5/31/2023	fuel	\$ 18.64
Pump'N'Stuff	6/7/2023	fuel	\$ 50.50
Pump'N'Stuff	6/5/2023	fuel	\$ 39.64
Pump'N'Stuff	6/1/2023	fuel	\$ 25.17
Pump'N'Stuff	6/1/2023	fuel	\$ 26.73
Pump'N'Stuff	5/9/2023	fuel	\$ 27.46
Pump'N'Stuff	5/8/2023	fuel	\$ 21.86
Renner Corner	5/31/2023	fuel	\$ 67.96
Renner Corner	5/23/2023	fuel	\$ 62.78
Renner Corner	5/18/2023	fuel	\$ 44.68
Stan Houston	5/8/2023	shop supplies	\$ 71.75
Tractor Supply	5/16/2023	elbow nozzle sprayer	\$ 7.98
US Postal Service	5/11/2023	delinquency mailing fee	\$ 299.15
US Postal Service	5/24/2023	postage	\$ 2.46
US Postal Service	5/16/2023	postage	\$ 9.65
US Postal Service	5/15/2023	postage	\$ 17.10
US Postal Service	5/10/2023	postage	\$ 9.65
US Postal Service	5/9/2023	postage	\$ 1.74
Walmart	5/23/2023	return monitory adapter	\$ (15.88)
Walmart	5/22/2023	monitor adapter & trash bags	\$ 39.86
		<b>Total purchase card</b>	<b>\$ 5,185.54</b>

**Approved gross wages by department for May 2023**

Council	\$ 525.00
Mayor	\$ 420.00
Planning & Zoning Commission	\$ 308.86
Finance Office	\$ 2,565.62
Government Buildings	\$ 1,517.94
Building Inspector	\$ 300.00
Highway & Streets	\$ 2,239.13
Snow Removal	\$ 1,455.71
Solid Waste Collection	\$ 329.48
Code Enforcement	\$ 98.68
Animal Control	\$ 49.34
West Nile	\$ 87.75
Parks	\$ 2,693.31
Water	\$ 5,330.18
Sewer	\$ 5,428.92
Gas	\$ 5,378.08

<b>Total wage claims</b>	<b>\$ 28,728.00</b>
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**9) Consent calendar items.** Motion by Harstad to approve consent calendar items, seconded by Beyer. Approved consent calendar item(s): Tri-Valley – facility use agreement New Hope Park for softball.

**8) Flood plain ordinance.** The City was contacted by the planning district regarding the adoption of a flood plain ordinance for the municipality. The need for the ordinance was discussed by the governing body. Albert Schmidt, Urban Planner with the City of Sioux Falls, attended the meeting to provide insights and expertise for questions from governing body.

**9) Open comment(s).**

- a) Tammie Ramstad, resident, spoke on nuisances at property in Crooks.
- b) William Papke, resident, spoke on advising the Minnehaha Messenger that it publishes the incorrect meeting times.
- c) Damon Durick – sump pump discharge into City Sewer. Item was discussed. No action was taken by Council.

**8) Public hearing(s).**

- a) Conditional use application for placement of a detached garage at 101 S Susan Ave. Oseby opened hearing at 6:24pm. Oseby invited applicant, Dan Larson, to speak on application. Larson addressed governing body. Floor was then opened for comments from public. No comments were received. Hearing was closed at 6:28pm Discussion was held on the engineer’s recommendation for a concrete culvert. Motion by Beyer to approve conditional use and permitting the use of a steel culvert in lieu of a concrete culvert, seconded by J. Richardson. No further discussion. All aye, motion carried.

**9) Reports / Other business.**

- a) **Capital Improvements & Repairs.** Governing body reviewed the capital improvements and repairs document, items contained on the sheets were discussed.
- b) **Utility.** Report was given by Beck. New gas main lines were installed in developments in Crooks and Renner. The 471<sup>st</sup> district regulator station has been moved; additionally, gas line will have to be moved as part of the road expansion of 471<sup>st</sup> Ave.
- c) **Economic development.** Harstad and Oseby gave report.
- d) **Streets.** Oseby gave report. The slurry seal project is scheduled for this summer.
- e) **Planning and Zoning.** S. Richardson gave report. Updated zoning regulations were completed and approved by PZ Commission. A new, revised comprehensive plan is developed with assistance from the planning district. The day care is working with S. Richardson and Nelson to resolve issues concerning parking space at the new site for the facility. An annexation petition was received for a parcel located along 258<sup>th</sup> Ave.
- f) **Government buildings & IT infrastructure.** Beyer gave report. i. Security cameras at government facilities. Due to the recent vandalism at the Palmira bathroom, the option of installing security cameras at City parks was discussed.

- g) **Parks.** Harstad gave report. The lack of rain has resulted in the baseball fields at New Hope Park drying out. The damage/vandalism at the Palmira bathroom was discussed. A recap of the Crooks Community Days festivities in the City parks was given.
- h) **Finance.** i. Open a new account on behalf of the City of Crooks, SD with Reliabank Dakota. On this business checking account, Francis L. Oseby, Jana A. Richardson, Tobias Schantz, and Sara B. Smith will be all authorized signers. Motion by Beyer to approve item, seconded by J. Richardson. Discussion was held on reasoning for account opening at Reliabank. No further discussion. All aye, motion carried.  
J. Richardson gave finance report.
- i) **Code enforcement/Animal control.** i. Authorize abatement. Beck spoke on recurring nuisances at property located in town and previous efforts to abate nuisances; the property owner has failed resolve code issues. Further discussion was held on how to abate nuisance. Motion by Harstad to proceed with abatement of nuisances of residence, seconded by J. Richardson. No further discussion. All aye, motion carried.  
Beck spoke on other property with nuisance condition at residence located on N 2<sup>nd</sup> Ave. Governing body discussed other code issues in town.
- j) **Other business:**
  - i. Sales tax refund options. Governing body discussed options to facilitate refund of sales tax for businesses investing in Crooks.
  - ii. Opt out. The option to opt out of the taxing limitation was discussed.
  - iii. E. Main St. extension. Discussion was held on the extension of E. Main St. after the railroad crossing, and if there will be a future need for the extension.

#### **10) Ordinances, resolutions, polices, motions.**

- a) First reading of Ordinance #326 (Authorizing and regulating the operation of golf carts on City streets in and for the City of Crooks, South Dakota) was given by Oseby.
- b) First reading of Ordinance #327 (Water & sewer rates for the City of Crooks) was given by Oseby.
- c) First reading of Ordinance #328 (Supplemental appropriations) was given by Oseby.
- d) Reading of Resolution 2023-07 (Building permit fees) was given by Oseby. Changes from previous resolution were discussed. Motion by Beyer to approve resolution, seconded by J. Richardson. No discussion. All aye, motion carried (4-0).

### **CITY OF CROOKS RESOLUTION #2023-07**

#### **A RESOLUTION OF THE CITY OF CROOKS, SOUTH DAKOTA, ESTABLISHING BUILDING PERMIT FEES FOR THE MUNICIPALITY.**

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 2023 Revised Crooks Zoning Regulations of the City of Crooks South Dakota that the following building permit fee schedule be adopted as follows:

#### **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 will be valued at square foot valuation.

Dwellings – Single Family, duplexes, townhouses:

Finished habitable space	\$107.00 per square foot
Finished basements	\$64.00 per square foot
Attached/detached garages	\$33.00 per square foot
Interior Remodeling	Contractor's estimate or \$28.00 per square foot
Patios/Deck	\$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 – 2,000	\$10.00 for the first \$500 plus \$1.50 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 - 25,000	\$32.50 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 for residential projects are adopted as follows:

Fence	\$20.00	Razing	\$15.00
Reshingling	\$40.00		
Residing	\$40.00		
Moving building	\$30.00		
Building demolition	\$50.00		

Other Inspection Fees – minimum charge one hour, not prorated:  
 Inspections outside normal business hours \$70.00 per hour

Re-Inspection Fees

\$70.00 per hour

### 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.

<u>TOTAL VALUATION</u>	<u>FEE</u>
\$1 - 2,000	\$15.00 for the first \$500 plus \$2.00 for each additional \$100 or fraction thereof, to and including \$2,000.
\$ 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.

Aye: Harstad, Richardson, Beyer, Schuette

Nay:

Abstain:

Passed and Adopted this 12<sup>th</sup> day of June 2023.

ATTEST:

\_\_\_\_\_  
Butch Oseby  
Mayor

\_\_\_\_\_  
Tobias Schantz  
Municipal Finance Officer



Legislative history:

Passed: 06/12/2023

Published: \_\_\_\_\_

Effective: \_\_\_\_\_

- e) Reading of Resolution 2023-08 (Annexation of property upon receipt of a voluntary annexation petition) was given by Oseby. Motion by Beyer to approve resolution, seconded by J. Richardson. Parcels to be annexed were discussed. All aye, motion carried (4-0).

**CITY OF CROOKS  
RESOLUTION #2023-08**

**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 1 of Heritage Pond 2<sup>nd</sup> Addition in the North ½ of the South ½ Section 11, Township 102 North, Range 50 West of the 5<sup>th</sup> P.M., Minnehaha County, South Dakota, and Tract 2 of Heritage Pond 2<sup>nd</sup> Addition in the North ½ of the South ½ Section 11, Township 102 North, Range 50 West of the 5<sup>th</sup> P.M., 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: Harstad, Richardson, Beyer, Schuette

Nay:

Abstain:

Dated this 12<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
F. Butch Oseby, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Tobias Schantz, Finance Officer

Passed: 06/12/2023

Published:

Effective:

**11) Adjourn.** Prior to adjournment, Mayor Oseby acknowledged the following volunteers: Connie Haugen, Ron Person, Judi Person, and Kasia Pollard. Motion by Harstad to adjourn meeting at 7:34pm, seconded by J. Richardson. No discussion. All aye, motion carried.

Respectfully submitted,  
Tobias Schantz  
City Administrator/Finance Officer  
City of Crooks, SD

Published:

Published once at the approximate cost of: \$

A recording of the meeting can be accessed at  
<https://www.youtube.com/@cityofcrookssd5262/streams>.

**City of Crooks  
Special Meeting Minutes  
June 22, 2023**

**1) Call to order/Roll Call.** At 6:30pm the meeting was called to order by Mayor Oseby at the Crooks Community Center. Answering roll call were Alderman Beyer (on phone), Alderman J. Richardson (on phone), Alderman Schuette, and Mayor Oseby. A quorum was present. Absent: Alderman Harstad. City staff present was City Administrator/Finance Officer Schantz.

**2) Approve agenda.** Motion by Beyer to approve agenda, seconded by J. Richardson. No discussion. All aye, motion carried.

**3) Special event license for Critters for event on 06/24/2023 at the Crooks Community Center.** Motion by Beyer to approve special event license, seconded by J. Richardson. No discussion. All aye, motion carried.

**4) Claims.** Motion by Beyer to approve June 22 claims, seconded by Schuette. No discussion. All aye, motion carried.

**Approved claims for June 22, 2023**

Vendor/Payee	Date incur.	Description	Amount
BX Civil & Construction	5/15/2023	dust control at Sunset Park	\$ 3,587.15
CHS Inc.	6/15/2023	herbicide / weed control chemical	\$ 436.75
Clayton Energy Corporation	6/13/2023	05-2023 commodity purchase	\$ 4,625.68
DGR Engineering	5/15/2023	Sanitary sewer expansion construction administration	\$ 4,365.67
DGR Engineering	5/15/2023	East side lift station construction admin.	\$ 5,799.71
First Interstate Bank	6/21/2023	purchase card payment	\$ 1,687.72
Gerardo Betancourt	6/17/2023	CCC deposit return	\$ 550.00
H&W Contracting LLC	5/4/2023	East side lift station pay app. #3 - approved 05/08/23	\$ 196,670.70
Katy Vargas	6/12/2023	CCC deposit return	\$ 1,650.00
Matthew Haynes	6/15/2023	per diem & mileage conference	\$ 573.20
Melius Manufacturing	6/15/2023	flag holders & new poles for flags	\$ 460.00
Menards - West	6/13/2023	supplies	\$ 463.55
National Fire Protection	6/20/2023	annual dues	\$ 175.00
Pump'N'Stuff	6/20/2023	fuel	\$ 38.72
Q3 Contracting	6/15/2023	reconstruction gas services along 471st St	\$ 9,840.10
Ramkota Hotel - Pierre	6/9/2023	room cancellation fee	\$ 115.00
SD Assoc. of Rural Water Systems	6/20/2023	supplemental insurances employee pd	\$ 337.39
SD DANR	5/12/2023	SDR10J853 2023 permit fee	\$ 100.00
SD DANR	6/12/2023	SDR10K785 2023 permit fee	\$ 250.00
SD Dept. of Revenue	6/16/2023	sales tax payable	\$ 1,663.39

SD Retirement System	6/21/2023	06-2023 SDRS Monthly Contribution	\$ 3,362.62
Sioux Valley Energy	6/13/2023	street light utilities	\$ 254.00
Sioux Valley Energy	6/13/2023	n. lift station utilities	\$ 153.39
Sioux Valley Energy	6/13/2023	469th lift station utilities	\$ 253.90
US Dept. of Treasury	6/16/2023	payroll tax deposit	\$ 2,260.04
<b>Total claims</b>			<b>\$ 239,673.68</b>

<b>Previously approved claims - reissued checks</b>			
Vendor/Payee	Date incur.	Description	Amount
Jackie Benson	6/1/2023	CCC deposit return - reissuance	\$ 550.00
Simone Midden	10/11/2023	UT deposit check - reissuance	\$ 87.62
<b>Total checks reissued</b>			<b>\$ 637.62</b>

<b>Purchase card payments &amp; returns</b>			
Vendor/Payee	Date incur.	Description	Amount
Clubhouse Hotel & Suites	6/9/2023	FO school conference lodging	\$ 553.56
Crooks Country Corner	5/22/2023	fuel	\$ 44.38
Dudley Laundry d/b/a Appara	6/21/2023	mat, mop, towel service at office & Comm. Cen.	\$ 99.20
Home 2 Suites	5/26/2023	lodging bill for Clayton conference	\$ 159.51
Microsoft	6/20/2023	365 basic subscription - council	\$ 54.00
Microsoft	6/20/2023	365 business standard subscription	\$ 100.00
Pump'N'Stuff	5/11/2023	fuel	\$ 55.68
Pump'N'Stuff	6/13/2023	fuel	\$ 49.31
Pump'N'Stuff	6/15/2023	fuel	\$ 88.24
Pump'N'Stuff	6/20/2023	fuel	\$ 36.78
Pump'N'Stuff	6/21/2023	fuel	\$ 29.82
US Postal Service	6/13/2023	delinquency mailing fee	\$ 260.55
US Postal Service	6/13/2023	mailing Tri-Valley baseball agreement	\$ 1.50
US Specialty Coatings	6/8/2023	marking paint	\$ 155.19
<b>Total purchase card</b>			<b>\$ 1,687.72</b>

**5) Adjourn.** Motion by Beyer to adjourn meeting at 6:32pm, seconded by Schuette. No discussion. All aye, motion carried.

Respectfully submitted,  
Tobias Schantz  
City Administrator/Finance Officer  
City of Crooks, SD

Published:  
Published once at the approximate cost of: \$

**CITY OF CROOKS BUDGET V. ACTUALS**

**As of July 7, 2023**

<b>Appropriation and Accumulations:</b>	<b>2023 Budget</b>	<b>2023 YTD Actuals</b>	<b>Remaining Balance</b>	<b>% Budget spent</b>
<b>101 GENERAL FUND</b>				
<b>410 GENERAL GOVERNMENT</b>				
411 Council	\$ 12,483.00	\$ 6,195.09	\$ 6,287.91	49.63%
411.3 Publications	\$ 5,535.00	\$ 1,984.50	\$ 3,550.50	35.85%
411.5 Contingency	\$ 4,827.00	\$ -	\$ 4,827.00	0.00%
412 Mayor	\$ 11,070.00	\$ 6,271.98	\$ 4,798.02	56.66%
412.3 Planning & Zoning	\$ 11,498.00	\$ 4,190.91	\$ 7,307.09	36.45%
413 Elections	\$ 1,980.00	\$ -	\$ 1,980.00	0.00%
414 Attorney	\$ 12,000.00	\$ 3,030.00	\$ 8,970.00	25.25%
414.2 Finance Office	\$ 48,650.00	\$ 27,057.41	\$ 21,592.59	55.62%
419.2 Government Buildings	\$ 51,358.00	\$ 31,623.89	\$ 19,734.11	61.58%
419.6 Engineer	\$ 4,000.00	\$ 2,815.00	\$ 1,185.00	70.38%
<b>TOTAL GENERAL GOVERNMENT</b>	<b>\$ 163,401.00</b>	<b>\$ 83,168.78</b>	<b>\$ 80,232.22</b>	<b>50.90%</b>
<b>420 PUBLIC SAFETY</b>				
421 Police	\$ 51,935.00	\$ 25,967.50	\$ 25,967.50	50.00%
422 Fire	\$ 40,000.00	\$ 40,000.00	\$ -	100.00%
423.2 Protective Inspection	\$ 44,471.00	\$ 20,734.46	\$ 23,736.54	46.62%
<b>TOTAL PUBLIC SAFETY</b>	<b>\$ 136,406.00</b>	<b>\$ 86,701.96</b>	<b>\$ 49,704.04</b>	<b>63.56%</b>
<b>430 PUBLIC WORKS</b>				
431.1 Highway and Streets	\$ 127,179.00	\$ 65,164.47	\$ 62,014.53	51.24%
431.6 Street Lighting	\$ 26,350.00	\$ 21,200.41	\$ 5,149.59	80.46%
431.7 Snow Removal	\$ 99,560.00	\$ 72,179.83	\$ 27,380.17	72.50%
431.8 Sidewalks & Crosswalks	\$ 169,000.00	\$ 878.00	\$ 168,122.00	0.52%
432.3 Solid Waste Collection	\$ 12,337.00	\$ 5,282.50	\$ 7,054.50	42.82%
<b>TOTAL PUBLIC WORKS</b>	<b>\$ 434,426.00</b>	<b>\$ 164,705.21</b>	<b>\$ 67,164.12</b>	<b>37.91%</b>
<b>440 HEALTH AND WELFARE</b>				
441 Code Enforcement	\$ 5,713.00	\$ 1,806.22	\$ 3,906.78	31.62%
441.2 Animal Control	\$ 883.00	\$ 400.30	\$ 482.70	45.33%
441.3 West Nile	\$ 4,509.00	\$ 904.34	\$ 3,604.66	20.06%
444.0 Humane Society	\$ 650.00	\$ 521.04	\$ 128.96	80.16%
446.0 Ambulance Services	\$ 10,000.00	\$ 10,000.00	\$ -	100.00%
<b>TOTAL HEALTH &amp; WELFARE</b>	<b>\$ 21,755.00</b>	<b>\$ 13,631.90</b>	<b>\$ 8,123.10</b>	<b>62.66%</b>
<b>450 CULTURE AND RECREATION</b>				
452 Parks	\$ 253,573.00	\$ 210,458.24	\$ 43,114.76	83.00%
<b>TOTAL CULTURE &amp; RECREATION</b>	<b>\$ 253,573.00</b>	<b>\$ 210,458.24</b>	<b>\$ 43,114.76</b>	<b>83.00%</b>
<b>465 ECONOMIC DEVELOPMENT &amp; ASSIST.</b>				
465.3 Promoting the City	\$ 6,672.00	\$ 4,028.37	\$ 2,643.63	60.38%
<b>TOTAL ECONOMIC DEVELOP'T</b>	<b>\$ 6,672.00</b>	<b>\$ 4,028.37</b>	<b>\$ 2,643.63</b>	<b>60.38%</b>
<b>470 DEBT SERVICE</b>				
470 Debt Service	\$ 39,957.00	\$ 39,956.00	\$ 1.00	100.00%
<b>TOTAL DEBT SERVICE</b>	<b>\$ 39,957.00</b>	<b>\$ 39,956.00</b>	<b>\$ 1.00</b>	<b>100.00%</b>
<b>TOTAL GENERAL FUNDS</b>	<b>\$ 1,056,190.00</b>	<b>\$ 602,650.46</b>	<b>\$ 250,982.87</b>	<b>57.06%</b>
<b>211 - Gross Receipts</b>	<b>\$ 25,000.00</b>	<b>\$ 13,436.12</b>	<b>\$ 11,563.88</b>	<b>53.74%</b>
<b>220 - Street Maintenance</b>	<b>\$ 93,000.00</b>	<b>\$ 1,302.21</b>	<b>\$ 91,697.79</b>	<b>1.40%</b>
<b>602 - Water</b>	<b>\$ 341,161.00</b>	<b>\$ 170,277.64</b>	<b>\$ 170,883.36</b>	<b>49.91%</b>
<b>604 - Sewer</b>	<b>\$ 404,073.00</b>	<b>\$ 142,336.48</b>	<b>\$ 261,736.52</b>	<b>35.23%</b>
<b>617 - Natural Gas</b>	<b>\$ 1,082,903.00</b>	<b>\$ 580,119.92</b>	<b>\$ 502,783.08</b>	<b>53.57%</b>

**CITY OF CROOKS**  
**Budget v Actuals - Means of Finance**

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Account Descr	2023 Budget	2023 YTD Amt	2023 YTD Balance	%YTD Budget	2023 % of Budget Remain
101 General Fund					
R 101-31110 GEN PROP TAXES CURRENT YEAR	\$284,790.00	\$153,821.61	\$130,968.39	54.01%	45.99%
R 101-31130 GEN PROP TAXES PRIOR YR	\$2,000.00	\$1,890.62	\$109.38	94.53%	5.47%
R 101-31300 GEN SALES AND USE TAXES	\$200,000.00	\$167,859.15	\$32,140.85	83.93%	16.07%
R 101-31900 PENALTIES & INTEREST DELINQ.	\$200.00	\$65.03	\$134.97	32.52%	67.49%
R 101-32001 CITY LIQUOR LICENSE	\$4,000.00	\$0.00	\$4,000.00	0.00%	100.00%
R 101-32002 CITY MALT BEVERAGE LICENSE	\$300.00	\$300.00	\$0.00	100.00%	0.00%
R 101-32003 CITY VIDEO LOTTERY FEE	\$900.00	\$0.00	\$900.00	0.00%	100.00%
R 101-32004 BUILDING PERMITS	\$40,000.00	\$33,040.83	\$6,959.17	82.60%	17.40%
R 101-32005 GARBAGE LICENSES	\$600.00	\$450.00	\$150.00	75.00%	25.00%
R 101-32006 PET LICENSES	\$0.00	\$9.00	-\$9.00	0.00%	0.00%
R 101-32007 PEDDLERS LICENSE	\$0.00	\$0.00	\$0.00	0.00%	0.00%
R 101-32008 CONTRACTORS LICENSE	\$500.00	\$650.00	-\$150.00	130.00%	-30.00%
R 101-33403 STATE GRANT - PUBLIC HEALTH	\$0.00	\$0.00	\$0.00	0.00%	0.00%
R 101-33499 STATE GRANTS - OTHER	\$0.00	\$366.32	-\$366.32	0.00%	0.00%
R 101-33510 BANK FRANCHISE TAX	\$9,000.00	\$12,042.50	-\$3,042.50	133.81%	-33.81%
R 101-33530 LIQUOR TAX REVERSION	\$8,000.00	\$4,605.93	\$3,394.07	57.57%	42.43%
R 101-33540 MOTOR VEHICLE TAX 5%	\$8,000.00	\$4,848.52	\$3,151.48	60.61%	39.39%
R 101-33550 PRORATE LICENSE FEES	\$750.00	\$426.84	\$323.16	56.91%	43.09%
R 101-33580 LOCAL GOV HWY AND BRIDGE FUND	\$9,650.00	\$6,283.46	\$3,366.54	65.11%	34.89%
R 101-33830 COUNTY WHEEL TAX	\$1,450.00	\$870.45	\$579.55	60.03%	39.97%
R 101-33900 OTH. INTERGOVERNMENTAL REV	\$0.00	\$93,600.00	-\$93,600.00	0.00%	0.00%
R 101-34103 HEARING FEES	\$0.00	\$250.00	-\$250.00	0.00%	0.00%
R 101-34110 ZONING AND SUBDIVISION FEES	\$0.00	\$508.00	-\$508.00	0.00%	0.00%
R 101-34203 PROTECTIVE INSPECTION FEES	\$0.00	\$0.00	\$0.00	0.00%	0.00%
R 101-34399 HIGHWAY & STREETS OTHER	\$0.00	\$0.00	\$0.00	0.00%	0.00%
R 101-34530 ANIMAL CONTROL FINES COLLECTED	\$0.00	\$0.00	\$0.00	0.00%	0.00%
R 101-35000 FINES AND FORFEITS	\$0.00	\$50.00	-\$50.00	0.00%	0.00%
R 101-35100 COURT FINES AND FORFEITS	\$0.00	\$97.50	-\$97.50	0.00%	0.00%

**CITY OF CROOKS**  
**Budget v Actuals - Means of Finance**

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Account Descr	2023 Budget	2023 YTD Amt	2023 YTD Balance	%YTD Budget	2023 % of Budget Remain
R 101-36100 INVESTMENT EARNINGS	\$50.00	\$12,027.18	-\$11,977.18	24054.36%	23954.36%
R 101-36201 RENTALS	\$5,000.00	\$8,880.00	-\$3,880.00	177.60%	-77.60%
R 101-36300 SPECIAL ASSESSMENTS	\$0.00	\$0.00	\$0.00	0.00%	0.00%
R 101-36700 CONTRI & DONATION PRIVATE SOUR	\$0.00	\$0.00	\$0.00	0.00%	0.00%
R 101-36900 OTHER MISCELLANEOUS REVENUE	\$1,500.00	\$2,059.25	-\$559.25	137.28%	-37.28%
R 101-36901 CABLE TELEVISION FRANCHISE FEE	\$5,500.00	\$2,690.61	\$2,809.39	48.92%	51.08%
R 101-36903 RECOVERY PR YR EXPENDITURES	\$0.00	\$0.00	\$0.00	0.00%	0.00%
R 101-36904 DIVIDEND INCOME	\$1,500.00	\$1,422.30	\$77.70	94.82%	5.18%
R 101-39101 TRANSFERS IN (SDCL 9-21-26.1)	\$0.00	\$0.00	\$0.00	0.00%	0.00%
R 101-39110 OPERATING TRANSFERS IN	\$0.00	\$0.00	\$0.00	0.00%	0.00%
R 101-39129 OTHER LONG TERM DEBT ISSUED	\$0.00	\$0.00	\$0.00	0.00%	0.00%
R 101-39130 SALES OF MUNICIPAL PROPERTY	\$0.00	\$1,023.45	-\$1,023.45	0.00%	0.00%
R 101-39140 COMP FOR LOSS OR DAM GEN FIX A	\$0.00	\$1,039.03	-\$1,039.03	0.00%	0.00%
101 General Fund	\$583,690.00	\$511,177.58	\$72,512.42	87.58%	12.42%
211 Liquor, Lodging, Dining					
R 211-31300 GEN SALES AND USE TAXES	\$10,000.00	\$6,976.96	\$3,023.04	69.77%	30.23%
R 211-36700 CONTRI & DONATION PRIVATE SOUR	\$0.00	\$0.00	\$0.00	0.00%	0.00%
211 Liquor, Lodging, Dining	\$10,000.00	\$6,976.96	\$3,023.04	69.77%	30.23%
220 Special Maintenance Fund					
R 220-36401 SPECIAL MAINTENANCE FEE	\$93,000.00	\$54,850.50	\$38,149.50	58.98%	41.02%
220 Special Maintenance Fund	\$93,000.00	\$54,850.50	\$38,149.50	58.98%	41.02%
221 Special Park Gift Fund					
R 221-36700 CONTRI & DONATION PRIVATE SOUR	\$0.00	\$1,410.00	-\$1,410.00	0.00%	0.00%
221 Special Park Gift Fund	\$0.00	\$1,410.00	-\$1,410.00	0.00%	0.00%
602 Water Fund					
R 602-33900 OTH. INTERGOVERNMENTAL REV	\$0.00	\$10,000.00	-\$10,000.00	0.00%	0.00%
R 602-36100 INVESTMENT EARNINGS	\$0.00	\$1,156.47	-\$1,156.47	0.00%	0.00%
R 602-36201 RENTALS	\$2,280.00	\$1,330.77	\$949.23	58.37%	41.63%

**CITY OF CROOKS**  
**Budget v Actuals - Means of Finance**

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Account Descr	2023 Budget	2023 YTD Amt	2023 YTD Balance	%YTD Budget	2023 % of Budget Remain
R 602-36900 OTHER MISCELLANEOUS REVENUE	\$0.00	\$0.00	\$0.00	0.00%	0.00%
R 602-36904 DIVIDEND INCOME	\$0.00	\$515.39	-\$515.39	0.00%	0.00%
R 602-37200 MONTHLY BASE CHARGE	\$190,000.00	\$108,302.72	\$81,697.28	57.00%	43.00%
R 602-37902 BULK SALES	\$0.00	\$0.96	-\$0.96	0.00%	0.00%
R 602-38100 WATER METERED REVENUE	\$145,000.00	\$81,656.00	\$63,344.00	56.31%	43.69%
R 602-38104 TAP FEE	\$0.00	\$1,250.00	-\$1,250.00	0.00%	0.00%
R 602-38105 HYDRANT HOOKUP	\$0.00	\$100.00	-\$100.00	0.00%	0.00%
R 602-38120 WATER PENALTY REVENUE	\$0.00	\$1,209.50	-\$1,209.50	0.00%	0.00%
R 602-38310 RECONNECT FEES	\$0.00	\$500.00	-\$500.00	0.00%	0.00%
R 602-39101 TRANSFERS IN (SDCL 9-21-26.1)	\$0.00	\$0.00	\$0.00	0.00%	0.00%
602 Water Fund	\$337,280.00	\$206,021.81	\$131,258.19	61.08%	38.92%
604 Sewer Fund					
R 604-33199 ARPA - CFDA 21027	\$0.00	\$450,696.74	-\$450,696.74	0.00%	0.00%
R 604-33400 STATE GRANT	\$0.00	\$4,404.09	-\$4,404.09	0.00%	0.00%
R 604-33404 SD DANR Grants	\$0.00	\$0.00	\$0.00	0.00%	0.00%
R 604-33900 OTH. INTERGOVERNMENTAL REV	\$0.00	\$0.00	\$0.00	0.00%	0.00%
R 604-36100 INVESTMENT EARNINGS	\$0.00	\$1,156.46	-\$1,156.46	0.00%	0.00%
R 604-36900 OTHER MISCELLANEOUS REVENUE	\$0.00	\$14,446.93	-\$14,446.93	0.00%	0.00%
R 604-36904 DIVIDEND INCOME	\$0.00	\$978.04	-\$978.04	0.00%	0.00%
R 604-37100 CW-04SURCH AS SECURITY OF DEBT	\$56,304.00	\$28,913.67	\$27,390.33	51.35%	48.65%
R 604-37101 CW-05SURCH AS SECURITY OF DEBT	\$24,480.00	\$12,571.16	\$11,908.84	51.35%	48.65%
R 604-37200 MONTHLY BASE CHARGE	\$230,000.00	\$134,413.61	\$95,586.39	58.44%	41.56%
R 604-38300 SEWER METERED REVENUE	\$53,000.00	\$37,502.50	\$15,497.50	70.76%	29.24%
R 604-38304 TAP FEE	\$0.00	\$1,250.00	-\$1,250.00	0.00%	0.00%
R 604-38310 RECONNECT FEES	\$0.00	\$0.00	\$0.00	0.00%	0.00%
R 604-38320 SEWER PENALTY REVENUE	\$1,000.00	\$1,204.50	-\$204.50	120.45%	-20.45%
R 604-39101 TRANSFERS IN (SDCL 9-21-26.1)	\$0.00	\$0.00	\$0.00	0.00%	0.00%
604 Sewer Fund	\$364,784.00	\$687,537.70	-\$322,753.70	188.48%	-88.48%



**CITY OF CROOKS**  
**Budget v Actuals - Means of Finance**

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Account Descr	2023 Budget	2023 YTD Amt	2023 YTD Balance	%YTD Budget	2023 % of Budget Remain
617 Natural Gas Fund					
R 617-37901 GAS METERED REVENUE	\$784,000.00	\$628,051.89	\$155,948.11	80.11%	19.89%
R 617-37903 GAS CUSTOMER SERVICE CHARGE	\$141,000.00	\$73,921.10	\$67,078.90	52.43%	47.57%
R 617-37904 GAS PENALTY	\$1,000.00	\$3,446.00	-\$2,446.00	344.60%	-244.60%
R 617-37905 GAS RETURNED CHECKS/NFS	\$0.00	\$150.00	-\$150.00	0.00%	0.00%
R 617-37906 GAS RECONNECT FEE	\$0.00	\$750.00	-\$750.00	0.00%	0.00%
R 617-37907 DIVIDEND INCOME	\$0.00	\$48.39	-\$48.39	0.00%	0.00%
R 617-37908 INTEREST INCOME	\$0.00	\$660.48	-\$660.48	0.00%	0.00%
R 617-37909 CIAC	\$0.00	\$2,000.00	-\$2,000.00	0.00%	0.00%
R 617-37910 OTHER INCOME	\$14,000.00	\$15,358.59	-\$1,358.59	109.70%	-9.70%
R 617-39101 TRANSFERS IN (SDCL 9-21-26.1)	\$0.00	\$0.00	\$0.00	0.00%	0.00%
617 Natural Gas Fund	\$940,000.00	\$724,386.45	\$215,613.55	77.06%	22.94%

CITY OF CROOKS  
MONTHLY FUND CASH BALANCE REPORT  
As of June 30, 2023

Fund Accounting FUND DESCRIPTION	Cash Balance
101 General	\$ 583,298.47
211 Liquor, Lodging, Dining	\$ 13,634.83
220 Street Maintenance Fund	\$ 56,438.34
221 Special Park Gift Fund	\$ 6,080.00
602 Water	\$ 237,340.29
604 Sewer	\$ 390,458.96
617 Gas	\$ 1,001,828.46
101 SD Fit - 102	\$ 1,119.52
SD Fit - 104	\$ 20,642.25
602 SD Fit - 103	\$ 37,012.67
604 SD Fit - 103	\$ 37,012.64
617 SD Fit - 102	\$ 193.54
Totals	<u>\$ 2,385,059.97</u>

Bank Accounts	Cash Balance
38	\$ 5,019.60
206	\$ 286,676.74
916	\$ 1,949,216.15
5164	\$ 50,009.59
SD Fit Utility	\$ 1,313.06
SD Fit Palmira SRF reserve	\$ 74,025.31
SD Fit USDA pay loader reserve	\$ 20,642.25
Totals	<u>\$ 2,386,902.70</u>

	Deposits in transit	\$ 6,564.63
	Outstanding checks	\$ (8,407.36)
Book versus Bank	+/- difference	\$ (1,842.73)

**City of Crooks**  
**July 10, 2023 Claims**

**Gross wages by department for month of June 2023**

Council	\$	750.00
Mayor	\$	750.00
Planning & Zoning Commission	\$	471.08
Finance Office	\$	2,690.62
Government Buildings	\$	1,576.75
Building Inspector	\$	1,125.00
Highway & Streets	\$	2,351.96
Snow Removal	\$	1,519.78
Solid Waste Collection	\$	327.50
Code Enforcement	\$	542.75
Animal Control	\$	49.34
West Nile	\$	90.14
Parks	\$	2,769.53
Water	\$	5,567.62
Sewer	\$	5,668.98
Gas	\$	5,630.03
<b>Total wage claims</b>	<b>\$</b>	<b><u>31,881.08</u></b>

**Claims listing**

Vendor	Date incur.	Description	Amount
A&B Business Solutions	7/6/2023	copier lease	\$ 290.99
Active Data Systems	7/1/2023	cloud storage & document mgmt. services	\$ 101.00
Aflac	6/26/2023	Aflac payable	\$ 138.34
Alliance Communications	7/1/2023	utilities office & sewer	\$ 375.98
American Engineering Testing	6/27/2023	east side lift station	\$ 915.50
American Engineering Testing	6/27/2023	analytical chemistry testing	\$ 448.00
Banyon Data Systems, Inc.	7/1/2023	Software support	\$ 1,425.00
Bender's Sewer & Drain	6/21/2023	cleaning of sanitary sewer lines	\$ 17,197.10
CC Storage	7/1/2023	storage unit rental	\$ 69.00
CHS INC.	6/26/2023	weed chemical	\$ 161.88
Clayton Energy Corporation	7/3/2023	reservation & monthly service fee	\$ 2,204.59
Crooks Country Corner	7/7/2023	supplies	\$ 101.75
Crooks Country Corner	6/26/2023	oil	\$ 18.95
Crooks Municipal Utilities	7/7/2023	utilities	\$ 2,027.08
Dept. of Treasury / EFTPS	6/30/2023	payroll tax deposit	\$ 5,759.83
DGR Engineering	6/16/2023	east side lift station construction admin.	\$ 5,465.50
DGR Engineering	6/16/2023	2023 slurry seal prof. service	\$ 1,211.00
DGR Engineering	6/16/2023	05-2023 professional services	\$ 2,616.00
Ecolab	6/29/2023	pest control services	\$ 97.29
Ferguson Waterworks	6/30/2023	water registers	\$ 3,344.73
Ferguson Waterworks	6/21/2023	water registers	\$ 5,640.00
First Interstate Bank	7/7/2023	purchase card payment	\$ 1,835.54
First Interstate Bank	6/28/2023	returned item fee	\$ 3.00
First Interstate Bank	6/15/2023	stop orders	\$ 51.00
First Interstate Bank	6/14/2023	returned item fee	\$ 4.00

Garbage'N'More	7/1/2023	garbage service	\$	927.50
Goebel Printing	7/7/2023	safety clothing staff	\$	408.51
Goebel Printing	7/5/2023	Welcome bags for new customers/residents	\$	694.32
Groebner & Associates	7/6/2023	supplies	\$	648.00
Groebner & Associates	7/5/2023	meters	\$	1,673.88
Groebner & Associates	7/5/2023	meters	\$	3,255.96
Groebner & Associates	6/26/2023	orifice generator new lift station	\$	15.22
Health Pool of SD	7/1/2023	health + life insurance	\$	3,883.85
Hydrogreen	7/7/2023	utility deposit refund	\$	73.95
Lacey Rentals, Inc.	7/5/2023	Portable restroom rental	\$	200.00
Lacey Rentals, Inc.	6/26/2023	Portable restroom rental	\$	145.00
Minnehaha Comm. Water Corp.	7/1/2023	06-2023 water purchase	\$	14,927.70
New Century Press	6/16/2023	06/12/23 mtg mins	\$	248.64
New Century Press	6/16/2023	notice of adoption Ord. 325	\$	8.46
New Century Press	6/9/2023	Sports previews ad	\$	9.52
New Century Press	6/9/2023	06/05/23 mtg mins	\$	11.76
New Century Press	5/31/2023	Crooks Comm. Days ad	\$	25.00
Payment Service Network, Inc.	7/3/2023	monthly service fee	\$	89.95
Q3 Contracting	7/6/2023	service retirement & lower gas main	\$	9,599.84
Raztech LLC	7/3/2023	Managed IT services	\$	763.75
SD One Call	6/30/2023	monthly message fees	\$	124.95
SDRS Supplemental Retirement	6/21/2023	ROTH contribution	\$	300.00
Sign Design & Labeling	6/20/2023	decals	\$	325.00
TFR Leasing	7/7/2023	utility deposit return	\$	52.44
Tri-State Garage Door	6/26/2023	repair	\$	180.50
U Drive Technology	7/1/2023	monthly txt msg fees	\$	241.64
US Postal Service	7/7/2023	mailing fee utility bills	\$	324.26
Verizon Wireless	6/23/2023	bldg. ins phone & jetpack	\$	91.25
Waleska Juarez	7/5/2023	CCC deposit Return	\$	550.00
Xcel Energy	7/3/2023	utilities	\$	4,789.52
			<b>Total claims</b>	<b>\$ 96,093.42</b>

Purchase card payments & returns			
Vendor	Date incur.	Description	Amount
ABC Rentals	6/5/2023	remaining stage rental	\$ 619.83
Amazon	6/26/2023	thermostat covers	\$ 62.97
Bargain Barn	6/23/2023	tires mower	\$ 250.00
Crooks Country Corner	6/26/2023	fuel	\$ 66.41
DocuSend	7/7/2023	non-Crooks ebills	\$ 4.97
DocuSend	7/7/2023	Crooks ebills	\$ 6.32
Dudley Laundry d/b/a Appeara	7/5/2023	mat, mop, towel, rag, rug service	\$ 98.09
JCL Solutions	6/23/2023	supplies/soap	\$ 27.78
Matheson Tri-Gas	6/30/2023	gas charts	\$ 34.25
Nyberg's Ace Hardware	6/23/2023	supplies	\$ 49.95
Pump'N'Stuff	7/5/2023	fuel	\$ 29.36
Pump'N'Stuff	7/6/2023	fuel	\$ 32.58
Pump'N'Stuff	7/6/2023	fuel	\$ 31.15
Pump'N'Stuff	6/21/2023	fuel	\$ 24.10
Pump'N'Stuff	6/26/2023	fuel	\$ 36.53
Pump'N'Stuff	6/21/2023	fuel	\$ 47.12
Pump'N'Stuff	6/27/2023	fuel	\$ 58.11
Pump'N'Stuff	6/27/2023	fuel	\$ 31.98
Pump'N'Stuff	6/28/2023	fuel	\$ 17.69
Pump'N'Stuff	6/29/2023	fuel	\$ 161.28
Renner Corner	6/28/2023	fuel	\$ 30.77
Renner Corner	6/30/2023	fuel	\$ 87.55
Scooby's	6/28/2023	equipment wash	\$ 14.25
Scooby's	6/23/2023	equipment wash	\$ 5.00
US Postal Service	6/22/2023	certified postage delinquent invoices	\$ 7.50
Total purchase card			<u><u>\$ 1,835.54</u></u>

Date: 07/08/2023

Prepared by: Tobias Schantz, City Administrator/Finance Officer

**Agenda item(s): 7) Consent calendar items.**

Narrative:

7a) Tri-Valley agreement for Crooks Community Center parking lot use. Staff was instructed by Mayor Oseby to prepare agreement to permit Tri-Valley to use Crooks Community Center parking lot, in case need arose to use it in connection with activities at the school. Agreement was prepared by staff, reviewed by City's attorney, and forwarded to Tri-Valley for review.

7b) GFP – Heritage Park grant agreement. Game, Fish, and Parks forwarded the grant agreement for the recently awarded LWCF funds towards the playground set at Heritage Park. The grant agreement outlines the City's responsibilities and obligations with the grant award.

7c) Accept Willow Creek Development infrastructure. The developer of the Willow Creek Development, DWBP, has signed the acceptance agreement to turn over the infrastructure for the development. The City needs to approve the agreement to take over the infrastructure.

7d) Annexation agreement. The presented annexation agreement is for a recently received voluntary annexation petition. The agreement outlines the petitioners and City's responsibility in connection with the annexation. The agreement was prepared by staff, reviewed by the City's attorney, and forwarded to the petitioner.

7e) Special event liquor license. The Wooden Nickel submitted paperwork to obtain a special event license for October 4, 2023 event at the Crooks Community Center.

Previous Council action:

N/A

Possible action:

- 1) Approval of items.
- 2) Approval of items with modifications.
- 3) Disapprove items.
- 4) No action.

Staff recommendation:

Staff makes the following recommendations:

- 7a) Approve.
- 7b) Approve, necessary as part of LWCF grant.
- 7c) Approve, engineer coordinated with developer's representatives on all remaining items
- 7d) Approve, only if petitioner has submitted executed copy to City.
- 7e) Approve.

Misc. comment:

Applicable items are included in the packet for review.

## **FACILITY USE AGREEMENT**

This is a Facility Use Agreement (hereinafter “Agreement”) by and between the City of Crooks, South Dakota, a South Dakota municipal corporation, 701 S. West Ave, Crooks, South Dakota 57020 (hereinafter “Crooks”) and Tri-Valley School District 49-6, a South Dakota school district, 46450 252<sup>nd</sup> Street, Colton, SD 57018 (hereinafter “Tri-Valley”) (collectively “Parties”), for the use of Crooks’s property identified herein, on the terms and conditions set forth hereafter.

### **RECITALS**

WHEREAS, Crooks is the owner of certain public facilities within and/or without the municipal boundaries of the City of Crooks, Minnehaha County, South Dakota, commonly referred to as Crooks Community Center and its adjoining facilities (hereinafter “Facilities”); and

WHEREAS, Tri-Valley desires to use the Crooks Community Center parking lot for the purpose of overflow parking due to activities at the elementary attendance center located at 705 S West Ave, Crooks, SD (hereinafter “Activities”); and

WHEREAS, Tri-Valley agrees that the City Facilities shall be used for the Activities only upon the terms and conditions set forth herein; and

WHEREAS, the Parties are empowered by South Dakota codified law to enter into this Agreement;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, Crooks and Tri-Valley agree as follows:

### **AGREEMENT**

1. Use of the Crooks Community Center parking lot. Upon commencement of this Agreement, Crooks does hereby permit Tri-Valley to use the City Facilities for overflow parking due to Tri-Valley’s Activities. Tri-Valley shall have use of the City Facilities at all times said City Facilities are open to the public for overflow parking due to Tri-Valley’s Activities, subject to mutually agreed upon modification by the Parties in writing, until the expiration date of this Agreement unless terminated sooner in accordance with the provisions in this Agreement. Tri-Valley shall provide notice if facilities are to be used two (2) business days in advance. City shall retain right to deny use of facilities if such permission should interfere with events scheduled at facilities.
2. Condition of City Facility. The City Facility is provided to Tri-Valley on an “AS IS” basis. Crooks shall not be required to make or construct any alterations including structural changes, additions or improvements to the City Facility, or any of the buildings, fences, facilities, or other buildings and/or attachments thereto. By entry and use of the City Facility pursuant to this Agreement, Tri-Valley accepts the City Facility in “AS IS” condition. Tri-Valley acknowledges that neither Crooks nor Crooks’ agents have made any representation or warranty as to the suitability of the City Facility to the

conduct of the Tri-Valley's Activities. Any agreements, warranties or representations not expressly contained herein shall in no way bind either Crooks or Tri-Valley, and Crooks and Tri-Valley expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. Upon the end of each of Tri-Valley's Activities at the City Facility, Tri-Valley will ensure that the City Facility will be in the same condition as upon entry.

3. Term. The term of this Agreement shall be for the 2023-2024 academic year (hereinafter "Term"). The commencement date shall be the first day of the academic year and the termination date shall be the last day of the academic year.
4. Use of City Facility. Tri-Valley shall use the City Facility solely for its Activities during the Term of this Agreement. Tri-Valley shall be responsible for obtaining any use permits, licenses or other permission for its Activities from Crooks or other governmental agencies having jurisdiction. Tri-Valley represents that it is qualified to administer and operate its Activities. Tri-Valley shall be solely responsible for the administration and operation of its Activities, including the hiring of all employees. Tri-Valley shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with Tri-Valley's Activities at the City Facilities.
5. Permits and Licenses. Tri-Valley shall be solely responsible for obtaining all necessary permits or licenses for Tri-Valley's Activities.
6. Security and Supervision. Tri-Valley shall be solely responsible for providing appropriate security and supervision for Tri-Valley's Activities held in the City Facility.
7. Tri-Valley's Property and Rights. Crooks shall have no duty or responsibility for the protection, safeguarding, care or storage of any personal property, nor shall Crooks be liable for any damage to personal property used or left at the City Facility or any surrounding Crooks property by Tri-Valley or its employees, agents, contractors, customers, guests, or invitees.
8. Indemnification. Tri-Valley shall indemnify, defend and hold harmless Crooks, its governing board, employees, consultants, volunteers, and agents ("indemnified parties") from and against any and all claims, damages, losses, suits, verdicts, judgments, costs and liability of any nature or kind, including reasonable attorneys' fees, arising from or in any way connected with the conduct of Tri-Valley's Activities or from any activity, work or things done, permitted or suffered by Tri-Valley ("Claims") unless such Claims are caused solely by the negligence or willful misconduct of indemnified parties. If any Claims be brought against indemnified parties, Tri-Valley shall defend indemnified parties at Tri-Valley's expense, provided that indemnified parties promptly notify Tri-Valley of any such claim, judgment or proceeding in writing and tenders its defense to Tri-Valley. Crooks shall have the right to accept or reject any legal representation Tri-Valley proposes to defend the indemnified parties. Crooks agrees to cooperate with Tri-



Valley as may be reasonably necessary in settlement or defense of any such claim, judgment or proceeding.

9. Insurance. Tri-Valley shall, at Tri-Valley's expense, obtain and keep in force at all times during the Term of this Agreement a policy of commercial general liability insurance insuring against claims and liabilities arising out of the operation, condition, use, or occupancy of the City Facility and all areas appurtenant thereto, including parking areas. Said policy shall be issued by an insurance company licensed to conduct business in South Dakota and shall name Crooks as an additional insured. Tri-Valley's commercial general liability insurance policy limits shall be at least one million dollars (\$1,000,000.00) per occurrence.
10. Assignment, Subletting and Subcontracting. Tri-Valley shall not voluntarily or by operation of law assign, license, transfer, mortgage, sublet or otherwise encumber all or any part of Tri-Valley's interest, rights, duties, or privileges in this Agreement or in the City Facility without obtaining the prior written consent of Crooks in each instance, and any attempt to do so without such consent being first had and obtained shall be wholly void and, at the option of Crooks, shall immediately terminate this Agreement; provided, however, that Crooks shall not unreasonably withhold, condition or delay its consent. Notwithstanding the foregoing, no assignment which violates the use provisions of this Agreement will be approved. No subcontracting, subletting or assignment, even with consent of Crooks, shall relieve Tri-Valley of its obligation to make payments and to perform all of the other obligations to be performed by Tri-Valley hereunder. The acceptance of payment by Crooks from any other person shall not be deemed to be a waiver by Crooks of any provisions of this Agreement or consent of any assignment, subletting, subcontracting or other transfer. Consent to one assignment, subletting, subcontracting, or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting, subcontracting or other transfer
11. Signs. Any sign or label Tri-Valley wishes to place at the City Facility in relation to its Activities will require prior written approval from Crooks before placement. Tri-Valley shall provide Crooks with a rendition of said sign or label in a reasonable amount of time prior to the proposed placement to allow Crooks to assess and discuss such sign or label. Any sign or label approved by Crooks to be placed at the City Facility shall be removed promptly after the completion of the specific Activity or at the end of the Term of this Agreement.
12. Notices. All notices or demands of any kind required or desired to be given by Crooks or Tri-Valley hereunder shall be in writing and shall be deemed delivered (a) when received if hand-delivered; (b) within one (1) business day if sent via electronic mail; or within five (5) business days after mailing, if sent by first class mail. All notices shall be sent to the following:

City of Crooks, South Dakota  
Attn: Tobias Schantz  
fo@crookssd.org

Tri-Valley School District  
Attn: Mike Lodmel  
Mike.Lodmel@k12.sd.us

PO Box 785  
Crooks, SD 57020

46450 252<sup>nd</sup> Street  
Colton, SD 57018

13. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
14. South Dakota Law. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of South Dakota. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Minnehaha County, South Dakota.
15. Compliance with all Laws and District Policies. Tri-Valley shall comply with all requirements of governmental authorities, in force either now or in the future, affecting the City Facility and shall observe in Tri-Valley's use of the City Facility all laws, regulations and ordinance of all authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances.
16. Cooperation with other Occupants of the City Facility. Tri-Valley understands and recognizes that the City Facility may be used by other parties while Tri-Valley's Activities are being held. Tri-Valley agrees not to limit access to areas appurtenant to where Tri-Valley's Activities are being held. Areas appurtenant include, but are not limited to, parking areas, playgrounds, and other common areas.
17. Discrimination. Tri-Valley agrees not to discriminate against anyone on any basis protected under South Dakota and/or federal law.
18. Waiver. The waiver by either of the Parties of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition or any subsequent breach of the same or any other term covenant or condition herein contained.
19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.
20. Counterparts. This Agreement and all amendments and supplements to it may be executed by the Parties in counterparts, and all counterparts together shall be construed as one document and an original copy.
21. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

22. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal and enforceable.

23. Council and Board Approval. This Agreement is subject to the approval of the City Council of Crooks and the Board of Tri-Valley.

IN WITNESS WHEREOF, Crooks and Tri-Valley have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF CROOKS,  
SOUTH DAKOTA

TRI-VALLEY VALLEY  
SCHOOL DISTRICT 49-6

\_\_\_\_\_  
F. Butch Oseby  
Mayor

\_\_\_\_\_  
Ryan Fods  
School Board Chairman

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Board Secretary

**STATE OF SOUTH DAKOTA**  
**AGREEMENT FOR LAND AND WATER CONSERVATION FUND ASSISTANCE**

By this agreement, entered into this 21st day of June, 2023, between the State of South Dakota, Department of Game, Fish and Parks, Division of Parks and Recreation, hereinafter called the "State", and the City of Crooks, a political subdivision of the State of South Dakota, hereinafter called the "Participant", the parties hereto agree to the following:

- A. The State obligates funds from the Land & Water Conservation Fund (LWCF) apportionment by agreeing to pay to the Participant an amount equal to 50% of the total eligible costs, but in no event shall such amount exceed \$75,590.00; for:

**Project Number, Title:** 46-01572, Crooks Heritage Park Playground

**Project Period:** June 21, 2023 – June 30, 2025

**Project Scope:** The City of Crooks will install playground equipment at Heritage Park

The State does not pledge the assets of the State of South Dakota, nor does it promise to pay any part of the contract sum to the Participant from any monies of the State of South Dakota.

- B. The Participant pledges to accomplish the project scope, to submit all reports required and to maintain the finished project for public use, and outdoor recreation enjoyment. The Participant further agrees to reimburse the State for all losses suffered due to the failure of the Participant to meet the obligations as set forth in this agreement.

- C. The parties agree to the following:

1. This agreement may be rescinded, modified, or amended only through written approval of both parties. The Participant shall submit to the State written requests, and acquire its written approval prior to implementing any modifications in the "Project Scope, Project Period, or Cost".
2. The Participant may request reimbursement of eligible costs incurred for development and/or acquisition pursuant to the "Project Scope" by submitting to the State a billing report substantiated by carbon or photostatic copies of invoices issued to, and canceled warrants or checks issued by, the Participant in payment of such eligible costs.
3. The Participant shall maintain, according to generally accepted accounting procedures, satisfactory financial accounts, documents, records of service, material, equipment, labor and real property pertinent to the project and shall retain such records and documents for five (5) years following project completion.
4. The Participant shall comply with the Federal Single Audit Act Amendments of 1996, Public Law 104-156, and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations", in effect for the period covered by

this contract. The Single Audit Act Amendments and OMB Circular A-133 require that recipients/sub-recipients of federal awards, whose expenditures of federal awards in the recipient/sub recipient's fiscal year are \$500,000.00 or more, shall have an audit made for that fiscal year. Additionally, Participants shall comply with the audit requirements of SDCL 4-11, as applicable. Audits should be coordinated with the South Dakota Department of Legislative Audit.

5. Site plans, location maps, structure plans and any other plans and/or specifications shall be submitted to the State for approval, and upon approval become a part of the terms of this agreement.
6. All new electric wires under 15 KV and telephone wires located within the project boundaries, shall be placed underground. In no case shall mass recreation use areas (swimming, picnicking, etc.) be located under electrical wires.
7. The Participant shall comply with Executive Order 12432, Minority Business Development. It is national policy to place a fair share of purchases with minority business firms. In particular, recipients should:
  - A. Place minority business firms on bidder's mailing lists.
  - B. Solicit these firms whenever they are potential sources of supplies, equipment, construction or services.
  - C. Where feasible, divide total requirements into smaller needs and set delivery schedules that will encourage participation by these firms.
  - D. Use the assistance of the minority business development agency of the Department of Commerce, the Small Business Administration, the Office of Small Disadvantaged Business Utilization, Department of the Interior, The Business Utilization and Development Specialists who reside in each Department of the Interior Bureau Office and similar State and local offices, where they exist.
8. The participant must comply with the overtime and minimum wage requirements of the Fair Labor Standards Act. This Act provides that any local government employees whose salaries are a part of the costs reimbursed with federal funds, must be paid no less than the federal minimum wage, one and one-half their regular pay rates after 40 hours of work in a week and certain limitations on the type of work that an employee less than 18 years of age can be allowed to do. If the state minimum wage should be raised above the federal minimum wage rate, the greater of the state or federal minimum wage must be paid.
9. The Participant shall award construction contracts in accordance with the statutory bidding requirements in SDCL 5-18, and shall submit a copy of the bid tab to the State.
10. The Participant shall inform all bidders on contracts for construction in excess of \$2,000 that federal funds will be used to assist in construction.

11. The Participant shall complete the project work in compliance with all applicable state and local laws and regulations, and in compliance with "project scope" and approved plans and specifications.
12. The Participant shall permit periodic site visits by the State to insure work progress is in accordance with the approved plans, specifications, and "Project Scope" including a final inspection upon project completion, as well as subsequent periodic inspections to insure adequate maintenance and proper operation.
13. The Participant agrees that if any real property acquired or developed under this agreement is converted to other than public outdoor recreational use, the Participant shall substitute for the converted real property other recreational properties of at least equal fair market value and of reasonable size and equivalent usefulness. Replacement property shall be subject to approval by the State.
14. The Participant shall operate and maintain facilities developed pursuant to this agreement for public outdoor recreation purposes for the normal life expectancy of the facilities.
15. The Participant shall comply with applicable Federal environmental standards, particularly the Clean Air Act and the Clean Water Act. All projects involving flood plains and wetlands shall preserve and enhance the natural and beneficial values of such land in accordance with Executive orders 11988, "Flood Plain Management" and 11990, "Protection of Wetlands".
16. The Participant shall not discriminate against anyone on the basis of residence, except to the extent of reasonable differences in admission or other fees.
17. The Participant shall comply with the provision of Title VI of the Civil Rights Act of 1964. In short, as a recipient of Land and Water Conservation Fund assistance the participant must assure that their recreational facilities and programs are open to all persons, regardless of race, color, national origin, age or handicap.
18. The Participant shall comply with the provision of the Department of Justice 28 CFR Part 35. This regulation provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, be subjected to discrimination, or be denied access to any assisted facility or site under any program or activity receiving Federal financial assistance. In this regard all facilities designed, constructed or altered with LWCF assistance, must be accomplished in accordance with the specifications contained in 28 CFR Part 35.
19. The Catalog of Federal Domestic Assistance number (CFDA #) for the Land & Water Conservation Fund is 15.916, titled Outdoor Recreation, Acquisition, Development, & Planning.
20. The Participant shall comply with the applicable federal uniform administrative rules for domestic assistance programs of the US Department of the Interior, found in 2 CFR
21. The general public must be made aware of the Participant's nondiscrimination policy and the right to file complaints alleging violations of Title VI and Section 504. This must be done annually on a continuing basis and can be

accomplished through newspaper notices and/or posters. In addition all major brochures, recreation schedules, or advertisements must contain this information. Suggested language is:

"Equal opportunity to participate in and benefit from recreational facilities or programs is available to all persons regardless of race, color, national origin, age or handicap. Complaints alleging discrimination should be sent to the South Dakota Department of Game, Fish and Parks, 523 E. Capitol Avenue, Pierre, South Dakota 57501 or the Office For Equal Opportunity, U.S. Department of the Interior, Office of Secretary, Washington, DC 20240."

- 22. A conflict of interest policy is enforced within the recipient's or sub-recipient's organization.
- 23. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with Federal Law, and is displayed immediately after filing on the recipient's or sub-recipient's website.
- 24. An effective internal control system is employed by the recipient's or sub-recipient's organization.
- 25. If applicable, the recipient or sub-recipient is in compliance with the Federal Single Audit Act, in compliance with §4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.
- 22. The Participant shall comply with all policies and procedures set forth in the National Park Service Land and Water Conservation Fund Grants Manual. Said manual is hereby incorporated into and made a part of this agreement.
- 23. Failure by the Participant to comply with the terms of the agreement shall be cause for suspension of all obligations of the State hereunder.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

Project must meet BABA requirements for total project costs of \$250,000 or higher.

In witness whereof, the parties hereto have executed this agreement as of date entered above:

Attest: PARTICIPANT

\_\_\_\_\_  
Signature  
Butch Oseby  
Mayor, City of Crooks

\_\_\_\_\_  
Signature  
Tobias Schantz  
Finance Officer, City of Crooks

Attest: STATE

\_\_\_\_\_  
Signature  
Jeff VanMeeteren  
Director, Division of Parks & Recreation

\_\_\_\_\_  
Signature  
Randy Kittle  
Grants Coordinator, Division of Parks  
& Recreation



ENGINEER'S STATEMENT OF COMPLETION  
OWNER'S ACCEPTANCE OF CONTRACT CONSTRUCTION  
AND  
CITY'S ACCEPTANCE OF PROJECT IMPROVEMENTS

SUBDIVISION: **Willow Creek Ridge Addition**  
Crooks, South Dakota

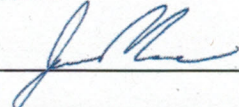
PHASE(s): **All**  
per approved subdivision plan

A. The construction work for the sanitary sewer, water main, storm sewer, grading and asphalt street paving has been completed as of \_\_\_\_\_ for the above referenced phase(s) and Subdivision in Crooks, South Dakota. The construction work was managed and by the Owner/Developer \_\_\_\_\_ and the City of Crooks entered no contracts nor owes payment to project Contractors.

B. To the best of our knowledge, based on information provided by the Developer, and based on observations made during the period of construction, DGR Engineering is of the opinion the construction work was completed in general compliance of City of Crooks Engineering Design Standards.

Further, to the best of our knowledge, information, and belief, defects in workmanship and materials reported during the period of construction of the project have been corrected.

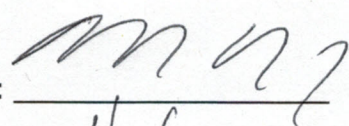
C. Based on the above statement, DGR Engineering recommends the City accept the construction.

By  Date **6/27/23**

D. The Owner/Developer hereby accepts the construction and dedicates the sanitary sewer, water main, storm sewer, and street improvements to the City of Crooks for operation and maintenance.

F. The Owner/Developer further accepts that work performed shall remain in warranty for a period of **2 years** from the date of City acceptance, starting on the date of the City of Crooks signature below. Any corrections or repairs necessary during the warranty period shall be performed at the Owner/Developers expense, with no extra cost to the City.

ACCEPTANCE:

Owner/Developer: 

City of Crooks

By **Marvin Huter**

By \_\_\_\_\_

Date **7/5/23**

Date \_\_\_\_\_

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

## ANNEXATION AGREEMENT

Pursuant to the authority contained in SDCL § 9-4-1.1, this Annexation Agreement (hereinafter “Agreement”), made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Crooks, a South Dakota municipal corporation, 701 S. West Avenue, PO Box 785, Crooks, South Dakota 57020 (hereinafter “City”) and *Lori A. Clausen, 47155 258<sup>th</sup> Street, Sioux Falls, SD, 57107-6433* (collectively referred to as the “Owner”).

### WITNESSETH:

**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 North Half of the Northeast Quarter of  
Section 13, Township 102 North, Range 50 West of the 5<sup>th</sup> Principal Meridian,  
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 THE CROOKS CITY COUNCIL**, at its regular city council meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.



---

By: F. Butch Oseby  
Its: Mayor

ATTEST:

---

By: Tobias Schantz  
Its: Municipal Finance Officer

{{Remainder of page intentionally left blank}}

OWNER PARCEL 1:

\_\_\_\_\_  
*Lori A. Clausen*

STATE OF SOUTH DAKOTA )  
  : SS  
COUNTY OF MINNEHAHA )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned officer, 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}}

City of Crooks  
701 S West Ave / PO Box 785  
Crooks, SD 57020  
Tel 605-543-5238 Fax 605-543-6438  
www.crookssd.org



**Annexation Petition**

I/We, the undersigned, do hereby petition the City of Crooks, Minnehaha County, South Dakota, to annex the stated property (as described below in box). I/We, the undersigned, understand upon annexation am/are subject to the jurisdiction of the City of Crooks.

Tract 2 Benson's ADDN NE 1/4 13 102 50 Benton Township Parcel No. 064028  
47155 258th Street, Sioux Falls, SD 57107-6433

**Legal Description of property/properties to be annexed:**

**Property address (if applicable):** 47155258th Street, Sioux Falls, SD 57107-6433

**Current owner's/owners' name(s):**

Lori A. Clausen

**Owner address (if different than property to be annexed):**

**Owner mailing address (if different than property to be annexed):**

**Phone number:** 712-251-3628

**Email:** loriclausen82@outlook.com

**Signature(s):**

*Lori A. Clausen 6/6/2023*

**Name:**

**Date**

**Name:**

**Date**

**Name:**

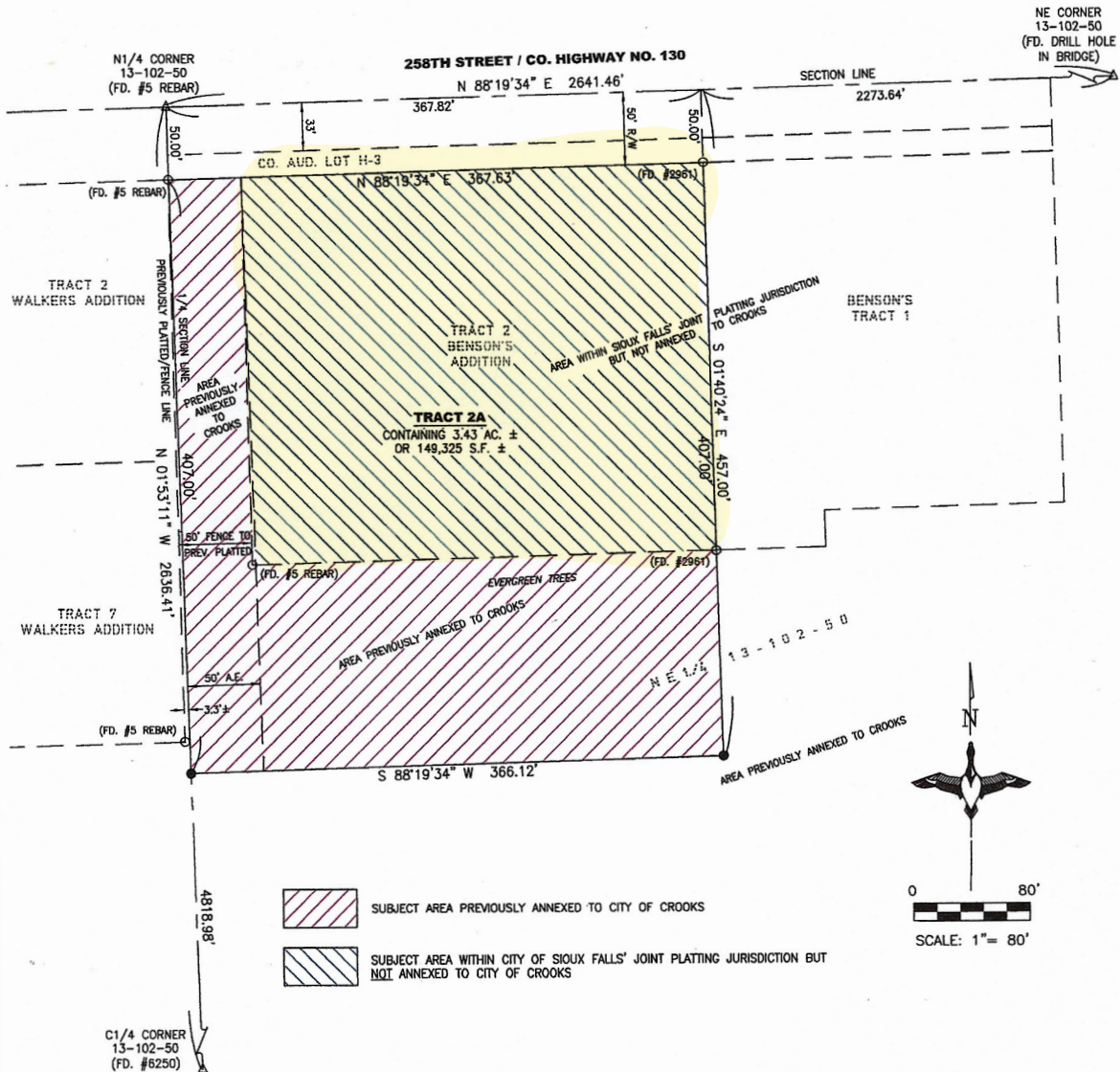
**Date**

**Name:**

**Date**

# EXHIBIT OF TRACT 2A OF BENSON'S ADDITION

AN ADDITION IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 102 NORTH, RANGE 50 WEST OF THE 5TH PRINCIPAL MERIDIAN, MINNEHAHA COUNTY, SOUTH DAKOTA.



## SURVEYOR'S NOTE:

THE PLATS OF TRACT 2 OF BENSON'S ADDITION AND TRACTS 2 AND 7 OF WALKERS ADDITION APPEAR TO USE EXISTING FENCE LINE AS THE PROPERTY LINE.

## LEGEND:

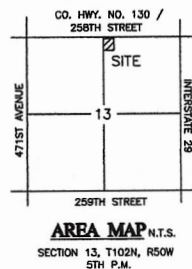
- SET 5/8" REBAR W/CAP #10141
- FOUND MONUMENT
- △ SECTION CORNER (AS NOTED)
- (R) RECORD INFORMATION
- (M) MEASURED DISTANCE
- AC. ACRES
- S.F. SQUARE FEET
- A.E. ACCESS EASEMENT
- R/W RIGHT-OF-WAY
- PREVIOUSLY PLATTED LINE
- RIGHT OF WAY LINE
- R.M.C. RECORDS OF MINNEHAHA COUNTY
- N.T.S. NOT TO SCALE

## NOTES:

BASIS OF BEARINGS IS UTM-14

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

EASEMENTS OF RECORD WERE NOT RESEARCHED AND ARE NOT SHOWN ON THE PLAT.



AREA MAP N.T.S.  
SECTION 13, T102N, R50W  
5TH P.M.

PREPARED BY:

**Midwest**  
Land Surveying, Inc.  
Land Surveying and GPS Consulting  
211 E. 14th Street Suite 100  
Sioux Falls, South Dakota 57104  
Phone: (605) 339-8901 FAX: (605) 274-8951





# Annexation exhibit - staff prepared

Property to  
be annexed



City of Crooks  
701 S West Ave / PO Box 785  
Crooks, SD 57020  
Tel 605-543-5238 Fax 605-543-6438  
www.crookssd.org



## Special Event Liquor License

This application must be typewritten or printed in ink. In order to process the application, it must be submitted with the required documents.

### Applicant information

Name: Authorized Representative / Stacy Blow  
Address: 306 N west Ave  
City: Crooks State: SD Zip: 57020 Phone number: 6055435686  
Email: thewoodennickel605@outlook.com

### Organization/Business information

Name: The wooden Nickel  
Address: 306 N west ave  
City: Crooks State: sd Zip: 57020 Phone number: 6055435686  
Email: thewoodennickel605@outlook.com

Check which license you currently hold (check applicable):

☒ Malt Beverage ☒ Liquor ☒ Wine ☐ Not applicable

Check which license is requested for special event:

☐ Malt Beverage ☒ Liquor ☐ Wine ☐ Not applicable

### About the event

Date(s) of event: 10/04/2023

Description of event: Kim Hanson

Location of event: Crooks Community Center

Do you own or lease the property? ☐ Yes ☒ No

Is the event location on City-owned property or in the right-of-way? ☒ Yes ☐ No

### Please include the following documents:

- Copy of any current license(s) held
- Proof of insurance naming City of Crooks as additionally insured party
- Lease agreement if premises are leased
- Map of premises where alcohol sales will occur (not required if event held at Crooks Community Center)

City of Crooks  
701 S West Ave / PO Box 785  
Crooks, SD 57020  
Tel 605-543-5238 Fax 605-543-6438  
www.crookssd.org



**Certificate:** The undersigned applicant certifies under the penalties of perjury, by law provided that all statements herein are true and correct; that said application complies with all of the statutory requirements for the license being applied for; that this application shall constitute a contract between applicant and the City of Crooks, entitling the same or any peace officer to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35, SDCL, as amended.

DocuSigned by:  
Authorized Representative Stacy Blum 7/2/2023  
Signature applicant Date

### Decision of Governing Body

The governing body by majority vote ☐ recommends/☐ rejects the approval and granting of this license. Approval of the application certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota Law.

SEAL

\_\_\_\_\_  
Mayor-City of Crooks

Date issued \_\_\_\_\_

Date application received: 07/02/23 Requisite documents received: Y / N

Staff comments:

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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, sitting as Board of Adjustment, at 6:00pm on the 10<sup>th</sup> day of July 2023 at the Crooks Community Center (701 S West Ave, Crooks, SD, 57020) upon receipt of an application for a conditional use by Bartley Mack for the property located at 112 E. 9<sup>th</sup> St., Crooks, SD (Lot 4 in Block 1 of Gloes & Papkes Addition to the City of Crooks, South Dakota, County parcel #66449). The conditional use application is for the placement of an accessory building exceeding 200sqft., 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/Finance Officer

Published:  
Published once at the approximate cost of: \$



# CITY OF CROOKS

(Print or Type)  
APPLICATION #: 04-2023

NAME: Bartley Mack

ADDRESS: 112 E. 9th Street

DAYTIME PHONE#: (602) 614 2769

PROPERTY ADDRESS: 112 E. 9th Street Crooks 57020

CONDITIONAL US

REZONING

VARIANCE

## LEGAL:

DATE OF BUILDING PERMIT REQUEST:

Lat 4 Block GLoss + Pappas Addition  
N/A

DATE OF DENIAL:

N/A

REASON FOR BUILDING PERMIT DENIAL:

N/A

## EXISTING USE OF PROPERTY:

PRESENT ZONING CLASSIFICATION

Residential

R-1

PROPOSED ZONING CLASSIFICATION

N/A

SECTION OF CODE

## REASON FOR REQUEST:

Extra Large Shed

LIST SPECIFIC HARDSHIPS:

Applications for Conditional Use Permits and/or Rezoning Requests will not be accepted until the following information has been provided by the applicant:

- A) Detailed Site Plan (Refer to handout) ✓
- B) Location and Use of Adjacent Structures ✓
- C) Application Fee ✓

SCHEDULED FOR PLANNING COMMISSION ACTION (Date):

SCHEDULED FOR BOARD OF ADJUSTMENT ACTION (Date): 07/10/2023

\*TENTATIVE DATE (IF APPEALED): Final date announced at Planning Commission Meeting:

APPLICATION FEE: 50- CHECK #: 1170 RECEIPT #:

The undersigned acknowledges/declares that all the facts and representations stated in this application are true and by signing, acknowledges the cost and the procedure for the processing of the application and certifies that the property described by the provided legal description, is not tax delinquent.

Bartley Mack 5/31/23  
Name of Applicant/Owner Date

Signature of Applicant/Owner 5/31/23 Date

**Location and use of adjacent structures (not applicable for building permits):**

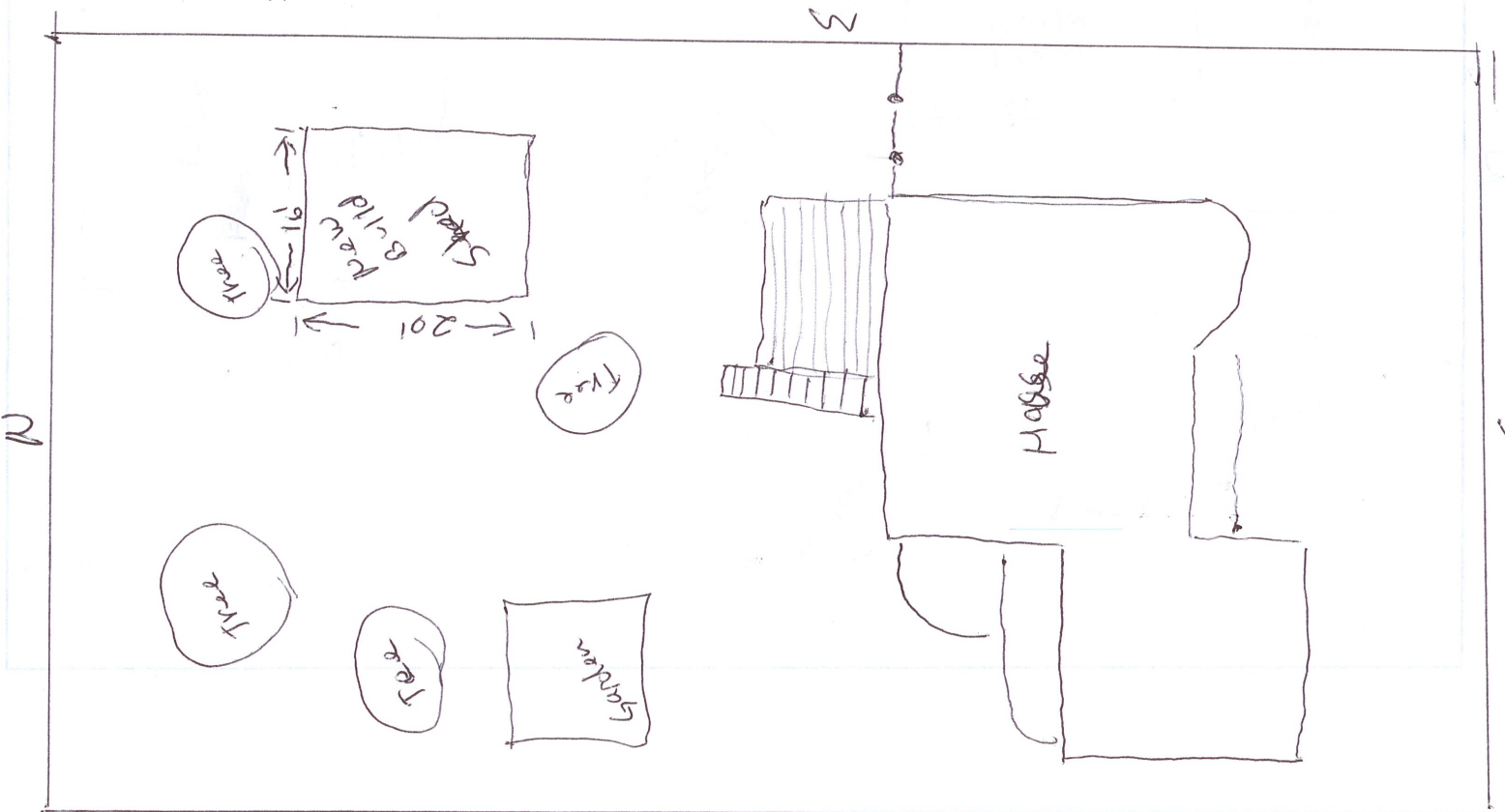
North east corner of Back yard

Signature applicant

Date

Bartley Mack

Name applicant



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

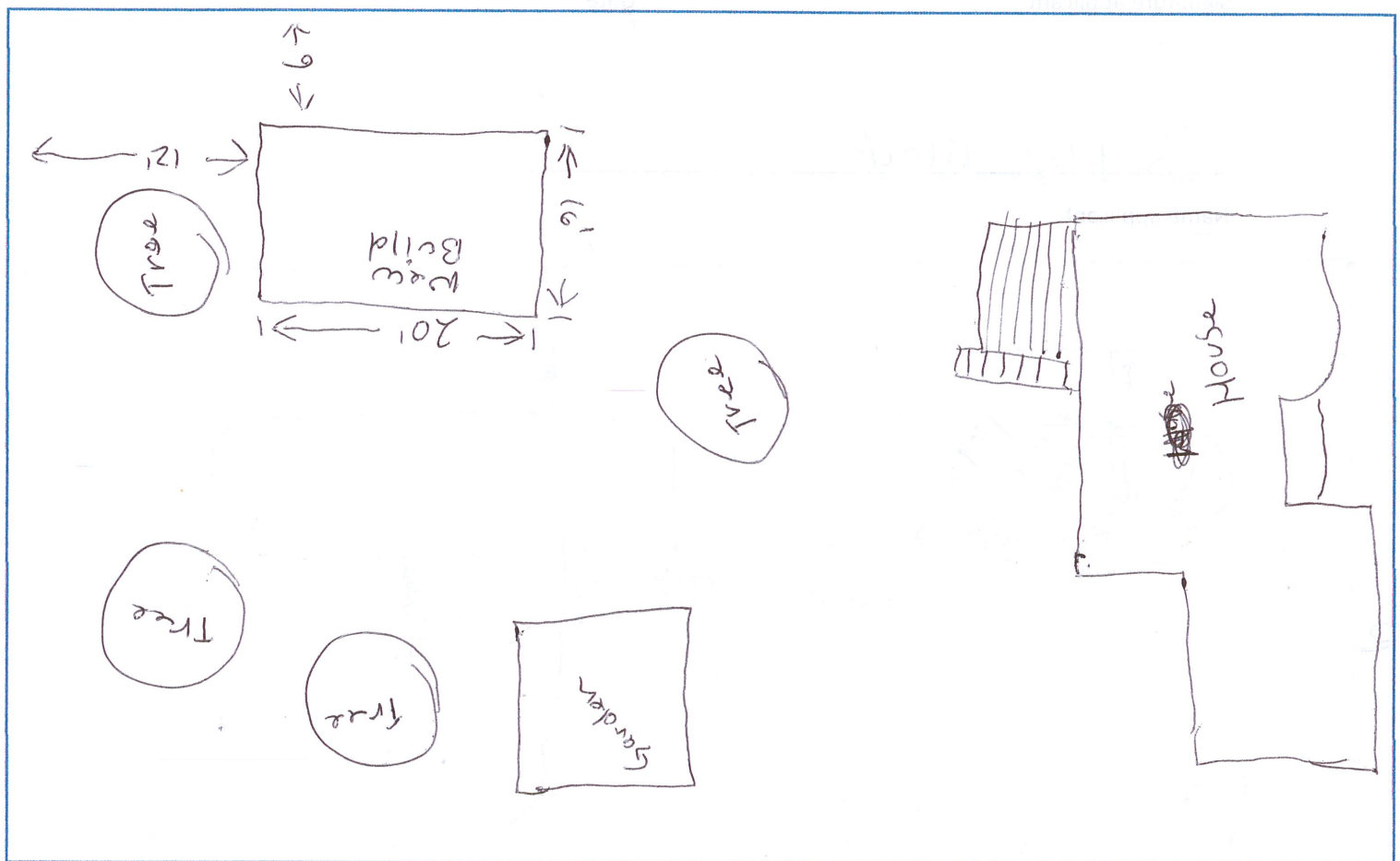
**Site plan for variance / conditional use / rezoning application / building permit**

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**



# **SAFE-N-SECURE™**

## **SECURITY EQUIPMENT**

Safe-N-Secure

Joe Piacentino

Jun 29, 2023

City Of Crooks

”

Included Surveys

New Hope Park

Palmira Park

Sunset Park



## New Hope Park



[Survey Layout](#)



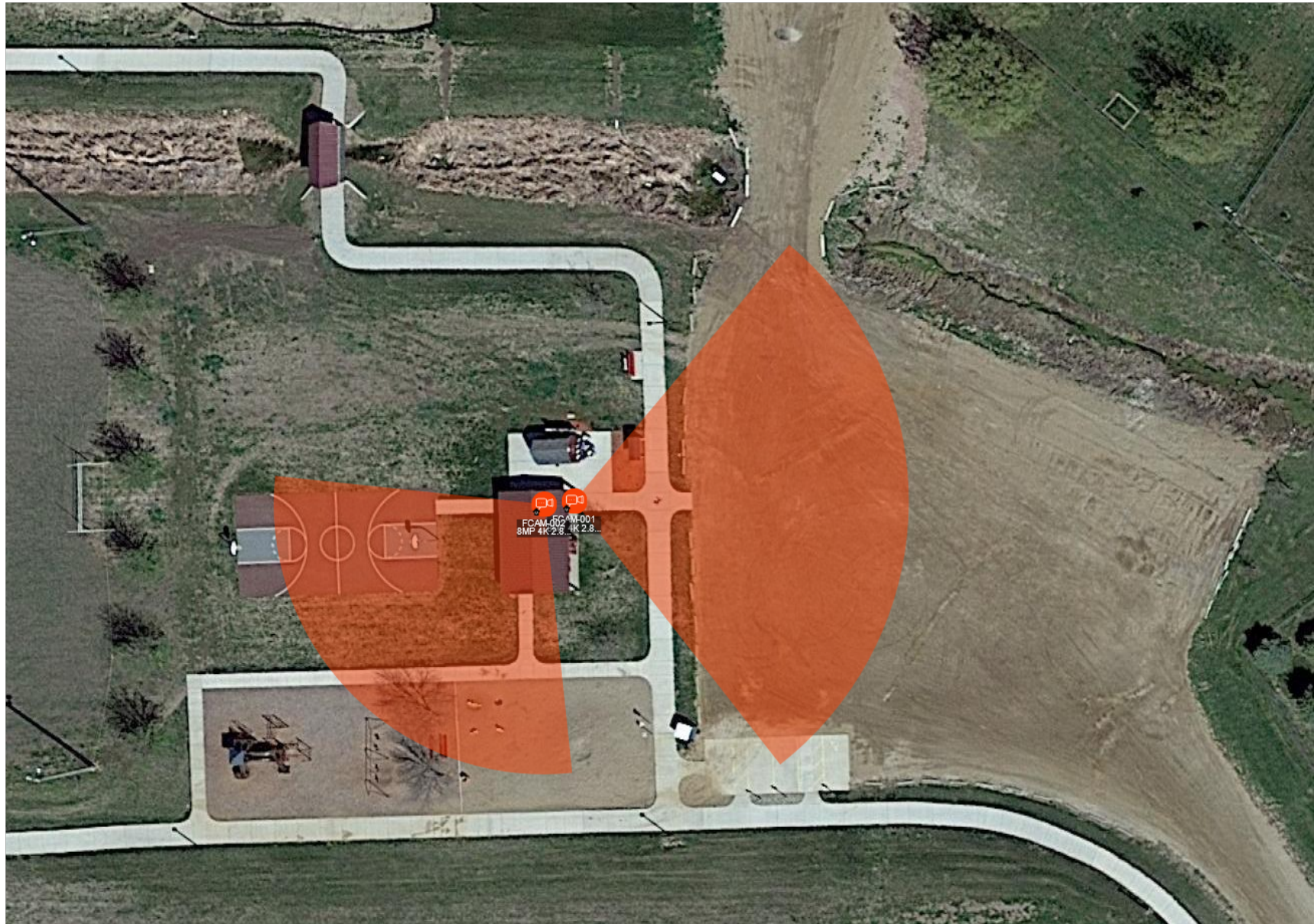
## Palmira Park



[Survey Layout](#)



## Sunset Park



[Survey Layout](#)

# SAFE-N-SECURE™ SECURITY EQUIPMENT

## Estimate

Date	Estimate #
6/26/2023	21550

<b>Name / Address</b>
City of Crooks 701 S Western Ave Crooks, SD 57020

<b>Ship To</b>
New Hope Park E 5th St Crooks, SD 57020

<b>Project</b>
New Hope Park

Description	Qty	Rate	Total
NDA compliant - New Hope Park 2 Camera System -1 camera on the SE Corner of the Concession building to provide a general overview of the parking lot and people entering the restrooms. -1 camera wirelessly beamed to the park shelter for general coverage of the park shelter and playground equipment -An electrical outlet will need to be provided in the enclosure at the park shelter to assist in preventing vandalism			
***Concession Building Hardware***			
DW Spectrum Pro Mini Server. Single SSD storage drive not included.	1	787.50	787.50T
2TB SSD Surveillance Storage Drive	1	149.99	149.99T
WattBox Compact UPS for Snap Enclosures	1	131.19	131.19T
6U Wall Mount Lockable Server Cabinet	1	138.99	138.99T
5MP turret IP camera with 2.8~12mm vari-focal lens with motorized zoom and IR	1	617.02	617.02T
DW Fitted Backbox for MT9 series Turret Cameras	1	31.08	31.08T
Single Port POE Injector, 15.4W	1	50.07	50.07T
Gigabit Wireless Point to Point Module with 24V Gigabit PoE injector. Includes Ball Joint Mount for pole mounting. Optional Wall-Mount kit not included	1	173.25	173.25T
Cat6 Plenum 23/4 - White	100	0.4976	49.76T
***Park Shelter Hardware***			
Wireless P2P Transmitter. Requires separate 24v PoE injector	1	100.50	100.50T
UI 24Volt PoE Injector	1	24.00	24.00T
Outdoor Junction Box. 13"H x 9.2"W x 5.6"D	1	51.74	51.74T

<b>60% Down Payment Required:</b>	\$2,234.16
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# SAFE-N-SECURE™ SECURITY EQUIPMENT

## Estimate

Date	Estimate #
6/26/2023	21550

<b>Name / Address</b>
City of Crooks 701 S Western Ave Crooks, SD 57020

<b>Ship To</b>
New Hope Park E 5th St Crooks, SD 57020

<b>Project</b>
New Hope Park

Description	Qty	Rate	Total
Combination Padlock for Outdoor Enclosure		0.00	0.00T
WattBox Compact UPS for Snap Enclosures	1	131.19	131.19T
5MP turret IP camera with 2.8~12mm vari-focal lens with motorized zoom and IR	1	617.02	617.02T
DW Fitted Backbox for MT9 series Turret Cameras	1	31.08	31.08T
Single Port POE Injector, 15.4W	1	50.07	50.07T
UV Rated Cat6	20	0.98	19.60T
Primary Connector Set: Connectors, Straps, Installation Hardware			117.13T
Lead Technician Local Labor Rate	6	95.00	570.00T
Subtotal	143		3,841.18
5% Friends and Family Discount per Joe		-192.06	-192.06
****This is only an estimate. Quantities of hardware, labor and wire are approximate. Any additional hardware, labor or wire will be reflected on the final invoice.****			0.00T
***Pricing changes happen frequently in this new world. Prices can only be guaranteed for 15 days from the date of the estimate. Down payment is required to secure pricing and scheduling.		0.00	0.00T

Thank you for your continued business!		<b>Subtotal</b>	\$3,649.12
<b>60% Down Payment Required:</b>	\$2,234.16	<b>Tax (2.041%)</b>	\$74.48
Signature _____		<b>Total</b>	\$3,723.60

# SAFE-N-SECURE™

## SECURITY EQUIPMENT

## Estimate

Date	Estimate #
6/28/2023	21551

Name / Address
City of Crooks 701 S Western Ave Crooks, SD 57020

Ship To
Palmira Park 506 Regal Drive Crooks, SD 57020

Project
Palmira Park

Description	Qty	Rate	Total
NDA compliant - Palmira Park 2 Camera System			
-1 camera on the West side of the Concession building to provide a general overview of people entering the restrooms.			
-1 camera on the Northwest corner of the Concession building to provide a general overview of the parking lot, park shelter and playground.			
***Camera quote does not include a monitor for the equipment. Assuming this will be utilized for viewing offsite***			
***Concession Building Hardware***			
DW Spectrum Pro Mini Server. Single SSD storage drive not included.	1	787.50	787.50T
2TB SSD Surveillance Storage Drive	1	149.99	149.99T
WattBox Compact UPS for Snap Enclosures	1	131.19	131.19T
6U Wall Mount Lockable Server Cabinet	1	138.99	138.99T
5MP turret IP camera with 2.8~12mm vari-focal lens with motorized zoom and IR	2	617.01	1,234.02T
DW Fitted Backbox for MT9 series Turret Cameras	2	31.08	62.16T
5 Port Gigabit (4 Port PoE) Switch	1	80.79	80.79T
Cat6 Plenum 23/4 - White	100	0.4976	49.76T
Primary Connector Set: Connectors, Straps, Installation Hardware			96.29T
Lead Technician Local Labor Rate	4	95.00	380.00T
Subtotal	114		3,110.69
5% Friends and Family Discount		-155.53	-155.53

Thank you for your business!		<b>Subtotal</b>	\$2,955.16
<b>60% Down Payment Required:</b>	\$1,809.28	<b>Tax (2.041%)</b>	\$60.31
Signature _____		<b>Total</b>	\$3,015.47

# SAFE-N-SECURE™ SECURITY EQUIPMENT

## Estimate

Date	Estimate #
6/29/2023	21552

<b>Name / Address</b>
City of Crooks 701 S Western Ave Crooks, SD 57020

<b>Ship To</b>
Sunset Park W 7th Street Crooks, SD 57020

<b>Project</b>
Sunset Park

Description	Qty	Rate	Total
NDA compliant - Sunset Park 2 Camera System -1 camera on the NE Corner of the Park Shelter building to provide a general overview of the parking lot -1 camera in the NE Corner of the Park Shelter park shelter for general coverage of the park shelter and playground equipment -An electrical outlet will need to be provided in the enclosure at the park shelter to assist in preventing vandalism			
***Shed Hardware***			
DW Spectrum Pro Mini Server. Single SSD storage drive not included.	1	787.50	787.50T
2TB SSD Surveillance Storage Drive	1	149.99	149.99T
WattBox Compact UPS for Snap Enclosures	1	131.19	131.19T
6U Wall Mount Lockable Server Cabinet	1	138.99	138.99T
Gigabit Wireless Point to Point Module with 24V Gigabit PoE injector. Includes Ball Joint Mount for pole mounting. Optional Wall-Mount kit not included	1	173.25	173.25T
Cat6 Plenum 23/4 - White	15	0.49733	7.46T
***Park Shelter Hardware***			
Wireless P2P Transmitter. Requires separate 24v PoE injector	1	100.50	100.50T
UI 24Volt PoE Injector	1	24.00	24.00T
Outdoor Junction Box. 13"H x 9.2"W x 5.6"D	1	51.74	51.74T
Combination Padlock for Outdoor Enclosure		0.00	0.00T
WattBox Compact UPS for Snap Enclosures	1	131.19	131.19T
5MP turret IP camera with 2.8~12mm vari-focal lens with motorized zoom and IR	1	617.02	617.02T

<b>60% Down Payment Required:</b>	\$1,813.79
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# SAFE-N-SECURE™

## SECURITY EQUIPMENT

## Estimate

Date	Estimate #
6/29/2023	21552

Name / Address
City of Crooks 701 S Western Ave Crooks, SD 57020

Ship To
Sunset Park W 7th Street Crooks, SD 57020

Project
Sunset Park

Description	Qty	Rate	Total
DW Fitted Backbox for MT9 series Turret Cameras	1	31.08	31.08T
5 Port Gigabit (4 Port PoE) Switch	1	80.79	80.79T
UV Rated Cat6	30	0.98	29.40T
Primary Connector Set: Connectors, Straps, Installation Hardware			94.34T
Lead Technician Local Labor Rate	6	95.00	570.00T
Subtotal	65		3,118.44
5% Friends and Family Discount per Joe		-155.92	-155.92
****This is only an estimate. Quantities of hardware, labor and wire are approximate. Any additional hardware, labor or wire will be reflected on the final invoice.****			0.00T
***Pricing changes happen frequently in this new world. Prices can only be guaranteed for 15 days from the date of the estimate. Down payment is required to secure pricing and scheduling.		0.00	0.00T

Thank you for your continued business!		<b>Subtotal</b>	\$2,962.52
<b>60% Down Payment Required:</b>	\$1,813.79	<b>Tax (2.041%)</b>	\$60.47
Signature _____		<b>Total</b>	\$3,022.99

## City of Crooks Crooks Community Center Rental Agreement

### Rental Information

**Date Requested:** 7/28/2023 **Type of Event:** One day Bible School  
**Rental time:** 7am am/pm - noon am/pm

Event size		Damage Deposit	Rental Fee	Bar Fee If Alcohol Served *
Event Size	Attendees	Crooks Resident/Non-Resident	Resident/Non-Resident	Resident/Non-Resident
Large <input type="checkbox"/>	101-250	\$550 / \$1650	\$450 / \$1350	\$100 / \$300 <input type="checkbox"/>
Regular <input checked="" type="checkbox"/>	0-100	\$550 / \$1650	\$300 / \$900	\$100 / \$300 <input type="checkbox"/>

\*Event Insurance is required for any event with alcohol on the premises.

### Applicant Information

**Name:** Maria Kendle/Benton Lutheran Church  
**Address:** 502 Willie Dr. **City:** Crooks  
**State:** SD **Zip:** 57020 **Phone:** 6053101053  
**Email:** Maria.kendle@k12.sd.us

**I agree to the charges of the event and agree to abide by the facility use policy, key issuance policy and any other applicable policies/charges in connection with my rental of the Crooks Community Center.**

DocuSigned by:  
 Signature of Applicant Maria Kendle **Date:** \_\_\_\_\_  
95E4DB110AA64DA...  
 Printed Name Maria Kendle

### FOR OFFICE USE ONLY:

Deposit & Rental Fee Paid Date _____	Bar Fee Paid Date _____
Deposit amount _____	Bar Fee amount _____
Rental Fee amount _____	Check #/CC/Cash _____
Date rental agreement received _____	Staff Initials _____

Form of ID: \_\_\_\_\_ Copy attached Y / N \_\_\_\_\_ Staff Initials: \_\_\_\_\_

Deposit Returned Y / N \_\_\_\_\_ Date: \_\_\_\_\_ Check # \_\_\_\_\_

Comments: \_\_\_\_\_ Staff Initials: \_\_\_\_\_

Special event license needed Y / N \_\_\_\_\_ Council hearing needed Y/N \_\_\_\_\_ Staff Initials: \_\_\_\_\_

Applicant: \_\_\_\_\_ Special event license approval date: \_\_\_\_\_

The City of Crooks is an equal opportunity provider.



City of Crooks  
701 S West Ave / PO Box 785  
Crooks, SD 57020  
Tel 605-543-5238 Fax 605-543-6438  
www.crookssd.org



## Crooks Community Center Waiver Request

Name: Maria Kendle/Benton Lutheran Church  
Address: 502 Willie Dr.  
Phone: 605-310-1053  
E-Mail: Maria.Kendle@k12.sd.us

Date(s) requested: July 28, 2023 Friday

Waiver requested for (circle applicable):    ☒ Rental fee    ☐ Damage deposit

Description of event:  
One day Bible Camp open to kids going into K-6th grade in the Community of Crooks.

DocuSigned by:  
Maria Kendle    6/14/2023  
Signature requestor,    date

---

### For office use only!

Date received: \_\_\_\_\_ Circle:    ☐ Approved    ☐ Rejected  
Staff initials: \_\_\_\_\_  
Forwarded: \_\_\_\_\_

Date: 07/08/2023

Prepared by: Tobias Schantz, City Administrator/Finance Officer

**Agenda item(s): 10g) – i. – Disbursement authorization**

Narrative:

Staff is requesting authorization to disburse certain recurring items prior to Council approval, which are part of regular operations of City. The items requested for pre-approval all payroll-related items (taxes, voluntary withholdings, retirement, and etc.), expenditures related to operations of the municipal utilities (mailing of utility bills, gas awareness letters, etc.), and expenditures related to utilities (gas, water, sewer, garbage, electric, internet and etc.).

Previous Council action:

Motion to authorize finance officer to prepare disbursements up to \$1,000 as per motion at December 2017 council meeting. Ordinance #205 authorizes execution of budget by mayor and delegate to department heads.

Possible action:

- 1) Approval of pre-authorization.
- 2) Approval of pre-authorization with modifications.
- 3) Deny pre-authorization.
- 4) No action.

Staff recommendation:

Staff recommends approval.

Misc. comment:

N/A.



2023 Property tax revenue for taxes levied 2022 Rural Service District

Date	Amount
2/2/2023	\$ 47.04
3/1/2023	\$ 133.10
4/3/2023	\$ 72.18
5/1/2023	\$ 23.03
6/1/2023	\$ 22.97
<b>Total YTD</b>	<b>\$ 298.32</b>



2/02/2023 7:27  
FROM 1/01/2023 THRU 1/31/2023

MINNEHAHA COUNTY PAID TAX APPORTIONING

PAGE 45

CROOKS CITY RS-BENTON TWP (083)

	TOTAL AMOUNT	AG AMOUNT	OWNER OCC.	OTHER	NAZ	ADDONS	TOTAL
2022 REAL ESTATE (RE 2022)	47.04	47.04	.00	.00	.00	.00	47.04
CROOKS CITY RS-BENTON	47.04					.00	47.04
RE TOTALS	47.04					.00	47.04
TOTAL COLLECTIONS THIS MONTH	47.04	ADDONS	.00	TOTAL	47.04		
FUND TOTALS CROOKS CITY RS-BENTON	47.04	ADDONS	.00	TOTAL	47.04		

CROOKS CITY RS-BENTON TWP (083)

	TOTAL AMOUNT	AG AMOUNT	OWNER OCC.	OTHER	NAZ	ADDONS	TOTAL
2022 REAL ESTATE (RE 2022)	72.18	72.18	.00	.00	.00	.00	72.18
CROOKS CITY RS-BENTON	72.18					.00	72.18
RE TOTALS	72.18					.00	72.18
TOTAL COLLECTIONS THIS MONTH	72.18	ADDONS	.00	TOTAL	72.18		
D TOTALS CROOKS CITY RS-BENTON	72.18	ADDONS	.00	TOTAL	72.18		

5/01/2023 11:40  
FROM 4/01/2023 THRU 4/30/2023

MINNEHAHA COUNTY PAID TAX APPORTIONING

PAGE 65

CROOKS CITY RS-BENTON TWP (083)

	TOTAL AMOUNT	AG AMOUNT	OWNER OCC.	OTHER	NAZ.	ADDONS	TOTAL
2022 REAL ESTATE (RE 2022)	23.03	23.03	.00	.00	.00	.00	23.03
CROOKS CITY RS-BENTON	23.03					.00	23.03
RE TOTALS	23.03					.00	23.03
TOTAL COLLECTIONS THIS MONTH	23.03	ADDONS	.00	TOTAL	23.03		
IND TOTALS CROOKS CITY RS-BENTON	23.03	ADDONS	.00	TOTAL	23.03		

CROOKS CITY RS-BENTON TWP (083)								
2022 REAL ESTATE (RE 2022)	TOTAL AMOUNT	AG AMOUNT	OWNER OCC.	OTHER	NAZ	ADDONS	TOTAL	
CROOKS CITY RS-BENTON	22.97	22.97	.00	.00	.00	.00	22.97	
	22.97					.00	22.97	
RE TOTALS	22.97					.00	22.97	
TOTAL COLLECTIONS THIS MONTH	22.97	ADDONS	.00	TOTAL	22.97			
JND TOTALS CROOKS CITY RS-BENTON	22.97	ADDONS	.00	TOTAL	22.97			

CROOKS CITY RS-BENTON TWP (083)

	TOTAL AMOUNT	AG AMOUNT	OWNER OCC.	OTHER	NAZ	ADDONS	TOTAL
2022 REAL ESTATE (RE 2022)	133.10	55.47	77.63	.00	.00	.00	133.10
CROOKS CITY RS-BENTON	133.10					.00	133.10
RE TOTALS	133.10					.00	133.10
TOTAL COLLECTIONS THIS MONTH	133.10	ADDONS	.00	TOTAL	133.10		
UND TOTALS	133.10	ADDONS	.00	TOTAL	133.10		
CROOKS CITY RS-BENTON							

**CITY OF CROOKS  
ORDINANCE #326**

AN ORDINANCE OF THE CITY OF CROOKS, SOUTH DAKOTA, AUTHORIZING AND REGULATING THE OPERATION OF GOLF CARTS ON CITY STREETS IN AND FOR THE CITY OF CROOKS, SOUTH DAKOTA.

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

Section 1. – Permit required.

It shall be unlawful to operate a golf cart on the public streets, alleys and other roadways within the City unless the owner thereof has received a permit from the City of Crooks. The proper application form shall be furnished and prepared by the City Finance Office. Upon submittal of proper application, the City Finance Office shall issue a permit sticker that shall be displayed in a readily identifiable location upon the golf cart. Permits shall be issued for a one (1) year period, beginning on January 1st and ending on December 31st. Any permit issued after January 1 shall only be effective for that calendar year. New permits need to be obtained by January 1 of each successive year. If the ownership of the vehicle changes, the new owner shall be required to apply for a permit.

Section 2. – Golf cart operation.

Golf carts shall not be allowed to operate within the City except as authorized by state statute or by this ordinance. Golf carts properly permitted pursuant to this ordinance shall be allowed to travel on the roadway portion of public streets, alleys and other roadways within the City except those highways where golf carts are prohibited by state statute, any roadway with a speed limit in excess of 25 miles per hour, and any sidewalk, recreational trail, and bike trail; a golf cart may cross County Highway 137 under the jurisdiction of the City of Crooks. A golf cart may cross the highway at a right angle but only after stopping and yielding the right-of-way to all approaching traffic and crossing as closely as possible to an intersection or approach.

An operator of a golf cart shall comply with all City and state traffic rules and regulations applying to vehicles generally, except that a golf cart shall be required to have lights, a rear-view mirror, and a slow-moving vehicle sign, but shall not be required to have a bell, horn, or directional signals. Golf carts may only be operated from dawn until dusk. All occupants of the golf cart must be seated at all times. There cannot be more people in or on said vehicle than the vehicle seating capacity.

Section 3. – Revocation.

Any permit issued under this section may be revoked by the City Finance Office for the violation by licensee of any applicable provisions of this code, state law or city ordinance or for good cause. Notice of revocation shall be given to the owner in person or by mail via US Postal Service. The suspension period for a permit shall be one (1) year upon revocation.

Section 4. – Operator’s license and insurance required.

No person may operate a golf cart on the streets, alleys, roadways, or other public places within the City limits unless the operator has a valid driver’s license and maintains proof that the golf cart is covered by a policy of liability insurance; instructed or restricted minor’s permits will not be allowed or accepted.

Section 5. – Fee.

The fee for a golf cart permit shall be established by Council resolution as determined from time to time. Fees shall not be prorated based upon the date when a permit will be issued.

Section 6. – Penalty for violation.

A violation of this ordinance is a petty offence punishable by a fine in the amount of one hundred dollars (\$100.00). Each violation shall constitute a separate offense.

Aye:

Nay:

Abstain:

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
F. Butch Oseby, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Tobias Schantz, Finance Officer

Legislative History:

Public hearing:

First reading:

Second reading:

Amendment:

Additional reading due to substantial amendment:

Passage & adoption:

Publication date:

Effective date:

P:\Council\Legals\Ordinances WIP\2023 - Ord 326 - Golf cart permitted\Ord 326 - golf carts permitted FNL.docx

Published once at the approximate cost of:



Date: 07/10/2023

Prepared by: Tobias Schantz, City Administrator/Finance Officer

**Agenda item: 12a) Ord #326 – Golf cart operation on City streets**

Narrative:

06/10/2023 - Staff was instructed by an elected official to compile ordinance to permit the operation of golf carts within City limits. Staff conducted review of ordinances of municipalities in area, review of applicable state law, and discussion with elected officials and City attorney on the matter. Ordinance was compiled by staff and City attorney. The ordinance will allow the legal operation of golf carts in the municipality, as per state law it requires an affirmative act by the municipality to do so. Without an ordinance, golf cart operators could potentially be subject to ticketing and potential fines, as the operation is presently not permitted under state law.

07/08/2023 – Ordinance was first read during 06/12/2023 City council meeting.

Previous Council action:

None.

Possible actions:

- 1) Second reading by mayor.
- 2) Second reading with amendment
- 3) Table reading.
- 4) No action.

Staff recommendation:

Staff recommends a second reading of ordinance and amend ordinance to reflect recent change to state law, permitting the operation of golf carts on highways with a posted speed limit of 25mph. Presently, the ordinance does not contain clear language permitting the operation to operate golf carts on highways within City limits but can be inferred. City attorney recommends clarification of language as well. An additional amendment needed, is the clarification in Section . (Penalty for violation), adding language to the fine amount specifying court costs be borne by the offender as well.

A potential amendment, as per SDCL, will not permit adoption of the ordinance at the 07/10/2023 meeting but at a later date due to the substantial amendment.

Misc. comment:

Ordinance is included in packet for review. Recommended amendment will be provided once available.

Date: 07/10/2023

Staff initials: TS

Subject: Amendment to Ordinance #326 to accommodate for HB1215 & include court fees to fine section.

Suggested amendment highlighted **yellow and bold.**

Section 2. – Golf cart operation.

Golf carts shall not be allowed to operate within the City except as authorized by state statute or by this ordinance. Golf carts properly permitted pursuant to this ordinance shall be allowed to travel on the roadway portion of public streets, alleys and other roadways within the City except those highways where golf carts are prohibited by state statute, any roadway with a speed limit in excess of 25 miles per hour, and any sidewalk, recreational trail, and bike trail; a golf cart may **operate a golf cart on said portions of County Highway 137 under the City's jurisdiction with a speed limit of 25mph or less, and** cross County Highway 137 under the jurisdiction of the City of Crooks . A golf cart may cross the highway at a right angle but only after stopping and yielding the right-of-way to all approaching traffic and crossing as closely as possible to an intersection or approach.

An operator of a golf cart shall comply with all City and state traffic rules and regulations applying to vehicles generally, except that a golf cart shall be required to have lights, a rear-view mirror, and a slow-moving vehicle sign, but shall not be required to have a bell, horn, or directional signals. Golf carts may only be operated from dawn until dusk. All occupants of the golf cart must be seated at all times. There cannot be more people in or on said vehicle than the vehicle seating capacity.

Section 6. – Penalty for violation.

A violation of this ordinance is a petty offence punishable by a fine in the amount of one hundred dollars (\$100.00) **plus court costs**. Each violation shall constitute a separate offense.



## 2023 South Dakota Legislature

# House Bill 1215

Introduced by: **Representative** Reisch

1 **An Act to revise certain provisions regarding the operation of a golf cart on a state**  
2 **or county highway.**

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

4 **Section 1. That § 32-14-15 be AMENDED:**

5 **32-14-15.** ~~No~~ Except as provided in section 2 of this Act, no person may operate  
6 a golf cart on a state or county highway except for crossing from one side of the highway  
7 to the other. A golf cart may cross the highway at a right angle, but only after stopping  
8 and yielding the right-of-way to all approaching traffic and crossing as closely as possible  
9 to an intersection or approach. The operation of a golf cart on a state or county highway  
10 in a manner not permitted by this section is a Class 2 misdemeanor.

11 **Section 2. That chapter 32-14 be amended with a NEW SECTION:**

12 Any person may operate a golf cart on a state or county highway if the posted  
13 speed limit is twenty-five miles per hour or less. Nothing in this section relieves golf cart  
14 operators of any statutory requirements associated with motor vehicle operation within  
15 this state.

## **CITY OF CROOKS ORDINANCE #327**

AN ORDINANCE OF THE CITY OF CROOKS, SOUTH DAKOTA, ESTABLISHING A PROCEDURE FOR THE ADOPTION OF WATER AND SEWER BASE RATES AND RATES FOR METERED GALLONS OF WATER AND SEWER FOR CUSTOMERS CONNECTED TO THE CITY OF CROOKS'S WATER AND SEWER SYSTEM.

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

**Section 1 – Rates.** The Crooks City Council shall establish rates and the base rate for water consumers and sewer user connected to the municipal water and sewer systems of the City by resolution. Sewer metered gallons shall be based on water metered gallons.

### **Section 2 – Surcharges:**

**Clean Water – 04 (“CW-04”):** In addition to the normal sewer system user fee, the City hereby establishes a surcharge of \$9.20 payable by all users of the Sewer System for the project financed by CW-04 loan with the borrower bond Series 2021. The collection of the surcharge shall start on September 10, 2021. The surcharge shall remain in effect until such time as the borrower bond is paid in full, it shall be collected at the same time as other charges of the system, and establish a surcharge account to segregate the income from other system income for bookkeeping purpose to be pledged to the South Dakota Conservancy District. The surcharge shall be reviewed from year to year and modified in order to provide the required 110 percent debt coverage.

**Clean Water – 05 (“CW-05”):** In addition to the normal sewer system user fee, the City hereby establishes a surcharge of \$4.00 payable by all users of the Sewer System for the project financed by CW-05 loan with the borrower bond Series 2022. The collection of the surcharge shall start on August 5, 2022. The surcharge shall remain in effect until such time as the borrower bond is paid in full, it shall be collected at the same time as other charges of the system, and establish a surcharge account to segregate the income from other system income for bookkeeping purpose to be pledged to the South Dakota Conservancy District. The surcharge shall be reviewed from year to year and modified in order to provide the required 110 percent debt coverage.

**Drinking Water – 03 (“DW-03”):** In addition to the other charges, the City hereby establishes a surcharge of \$14.25 payable by each customer of its system who receives or benefits from the services of the project financed by the DW-03 loan with the borrower bond. The collection of the surcharge shall start on January 1, 2024. The surcharge shall remain in effect until such time as the borrower bond is paid in full, it shall be collected at the same time as other charges of the system, and establish a surcharge account to segregate the income from other system income for bookkeeping purposes to be pledged to the South Dakota Conservancy District. The surcharge shall be reviewed from year to year and modified in order to provide the required 110 percent debt coverage.

**Section 3 – Base rate charged.** The base rate shall be charged regardless of metered gallons. The base charge shall apply to each unit in those structures with multiple units.

**Section 4 – CPI and commodity cost adjustments.** The water and sewer rates shall be adjusted annually in conjunction with the State of South Dakota consumer price index (CPI). The water and sewer rates shall be adjusted annually for increases in cost for the base commodity as communicated by the City's water supplier(s); the increase shall be added to the metered gallons

**Section 5 – Ordinances in conflict.** That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

---

F. Butch Oseby, Mayor

(SEAL)

Attest:

---

Tobias Schantz, Finance Officer

Legislative History:

Public hearing: ---

First reading:

Second reading:

Amendment:

Additional reading due to substantial amendment:

Passage & adoption:

Publication date:

Effective date:

Published once at the approximate cost of: \$

Date: 07/08/2023

Prepared by: Tobias Schantz, City Administrator/Finance Officer

**Agenda item: 12b) Ordinance #327 – Water & Sewer rates for the City of Crooks**

Narrative:

06/10/2023 - The City needs to adopt a surcharge for the water tower SRF project (DW #03) as part of the bond issuance. Staff compiled a new ordinance establishing procedures for the adoption of water and sewer base rates, rates for metered gallons, and DANR-required surcharges. Rather than amending the previous ordinance, for clarity and simplicity, a new ordinance has been compiled containing the surcharge for the water tower project. The DANR requires an ordinance explicitly containing the surcharge. The ordinance was reviewed by bond counsel.

07/08/2023 – Ordinance was first read during 06/12/2023 City council meeting.

Previous Council action:

N/A

Possible actions:

- 1) Second reading by mayor.
- 2) Second reading with amendment.
- 3) Table reading.
- 4) No action.

Staff recommendation:

Staff recommends a second reading, as the ordinance needs to pass for the bond to close for the SRF project for the water tower.

Misc. comment:

Ordinance is included in packet for review.

**City of Crooks**  
**Ordinance #328**  
**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 2023.

**Section 1.**

	<b>101 General Fund</b>
	<hr/>
<b>430 Public works</b>	
431.8 Sidewalks & Crosswalks	
433.0 Improvement Other Than Buildings	\$ 31,000.00
431.5 Storm Drainage	
425.0 Repairs and Maintenance	\$ 23,525.00
<b>450 Culture-Recreation</b>	
452 Parks	
425.0 Repairs and Maintenance	\$ 8,000.00
<b>Total appropriations</b>	<hr/> <b>\$ 62,525.00</b> <hr/>

**Sources of Funding / Means of Finance**

262 Unreserved Fund Balance	\$ 62,525.00
<b>Total means of finance</b>	<hr/> <b>\$ 62,525.00</b> <hr/>

**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.

\_\_\_\_\_  
F. Butch Oseby, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Tobias Schantz, Finance Officer

Legislative history:

First reading: 06/12/2023

Amendment:

Second reading:

Adopted & Passed:

Published:

Published once at the approximate cost: \$

Effective:



Date: 07/08/2023

Prepared by: Tobias Schantz, City Administrator/Finance Officer

**Agenda item: 12c) Ordinance #328 – Supplemental appropriations**

Narrative:

06/10/2023 - The City needs to establish appropriate spending authority for upcoming projects and needs to adopt a supplemental appropriations ordinance. The ordinance will establish spending authority for the West Ave Trails Ph. 2 due to the increased cost of approximately \$31,000, the remaining amounts outstanding for the drainage improvements made in 2022 of \$23,525 (approved at previous meeting contingent upon receipt of all requisite paperwork from contractor), and the repair of the dugout roofs at New Hope Park for \$8,000 (budgeted for FY2022 but no funds expended).

07/08/2023 – Ordinance was first read during 06/12/2023 City council meeting.

Previous Council action:

N/A

Possible actions:

- 1) Second reading by mayor.
- 2) Second reading with amendment.
- 3) Table reading.
- 4) No action.

Staff recommendation:

State law requires appropriate spending authority be established for expenditures. Staff recommends a first reading of Ordinance #328.

Misc. comment:

Ordinance is included in packet.

**CITY OF CROOKS  
ORDINANCE #329**

AN ORDINANCE OF THE CITY OF CROOKS, SOUTH DAKOTA, AMENDING ORDINANCE #65 BY CHANGING THE LANGUAGE OF SECTION 4, AND ADDING A NEW SECTION FOR PENALTIES “SECTION 7. PENALTY”.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CROOKS, SOUTH DAKOTA, THAT ORDINANCE #65 SHALL BE AMENDED TO READ AS FOLLOWS:

Section 1. – Amendment to Section 4. Violations.

Strike:

4. Violations. ~~Any minor violating the provisions of this ordinance shall be dealt with in accordance with in accordance with applicable law, and, if applicable, in accordance with Juvenile Court Law and Procedure.~~

Amend to read as follows:

4. Violations. Any violation of this ordinance shall be considered a petty offense.

Section 2. – Amendment to add Section 7. Penalty.

Insert the following section:

7. Penalty. Penalties charged for curfew violations under Sections 1 through Section 3 shall be one hundred (\$100) per offense plus court costs.

Aye:

Nay:

Abstain:

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Mayor

(SEAL)

Attest:

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Finance Officer

Legislative History:

Public hearing:

First reading:

Second reading:

Amendment:

Additional reading due to substantial amendment:

Passage & adoption:

Publication date:

Effective date:

Published once at the approximate cost of:

Date: 07/08/2023

Prepared by: Tobias Schantz, City Administrator/Finance Officer

**Agenda item: 12d) Ordinance #329 – Amendment Ordinance #65**

Narrative:

The City of Crooks was contacted by personnel from the Minnehaha County Sheriff's Department concerning a lack of penalty for violations of Ordinance #65. Ordinance #65 establishes and regulates curfews for minors, yet when it was adopted, it did not contain explicit language for fines for violations. This amendment establishes a fine, modifying Section 4 and Section 7.

Previous Council action:

N/A

Possible action:

- 1) First reading by mayor.
- 2) Table reading.
- 3) No action.

Staff recommendation:

Staff recommends a first reading of ordinance.

Misc. comment:

Ordinance is included in packet for review.



**CITY OF CROOKS**  
**ORDINANCE #330**

AN ORDINANCE OF THE CITY OF CROOKS, SOUTH DAKOTA, AMENDING  
ORDINANCE 151, SECTION 6. PENALTY FOR VIOLATIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CROOKS, SOUTH  
DAKOTA, THAT ORDINANCE 151, SECTION 6, SHALL BE AMENDED TO READ AS  
FOLLOWS:

Section 6. PENALTY FOR VIOLATIONS.

A violation of this Ordinance shall result in a penalty of \$100 plus court costs for the first  
offense, each subsequent offense occurring in the same calendar year shall result in a  
penalty of \$250 plus courts costs. Each violation shall constitute a separate offense.

Aye:

Nay:

Abstain:

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Mayor

(SEAL)

Attest:

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

Legislative History:

Public hearing:

First reading:

Second reading:

Amendment:

Additional reading due to substantial amendment:

Passage & adoption:

Publication date:

Effective date:

Published once at the approximate cost of:

Date: 07/08/2023

Prepared by: Tobias Schantz, City Administrator/Finance Officer

**Agenda item: 12e) Ordinance #330 – Amendment Ordinance #151**

Narrative:

Ordinance #151 establishes and regulates opening burning in the City of Crooks. Recent violations of the ordinance have necessitated amending the fine section to establish increase and appropriate amounts to discourage open burning. The amendment to the ordinance amends Section 6. of Ordinance #151 and increases the fines for the first and second offense.

Previous Council action:

N/A

Possible action:

- 1) First reading by mayor.
- 2) Table reading.
- 3) No action.

Staff recommendation:

Staff recommends a first reading of ordinance.

Misc. comment:

Ordinance is included in packet for review.



**City of Crooks  
Ordinance #331  
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 2023.

**Section 1.**

	<b>221 Special Park Gift Fund</b>
<b>450 Culture-Recreation</b>	
452 Parks	
455.00 Grants to Other Entities	\$ 4,680.00
<b>Total appropriations</b>	<b>\$ 4,680.00</b>

**Sources of Funding / Means of Finance**

264.98	Restricted Fund Balance - Veterans Mem.	\$ 4,680.00
	<b>Total means of finance</b>	<b>\$ 4,680.00</b>

**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.

\_\_\_\_\_  
F. Butch Oseby, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Tobias Schantz, Finance Officer

**Legislative history:**

First reading:

Amendment:

Second reading:

Adopted & Passed:

Published:

Published once at the approximate cost: \$

Effective:

Date: 07/08/2023

Prepared by: Tobias Schantz, City Administrator/Finance Officer

**Agenda item: 12f) Ordinance #331 – Supplemental appropriations**

Narrative:

Ordinance #331 creates appropriations permitting the expenditure of funds held by the City for the Veterans' Memorial Park to the local group. The funds were only held by the City, as local group raising funds for the Veterans' Memorial Park did not have an official 501c(3) status or an account to place the money into. An official non-profit has been registered and the funds should be disbursed to the group.

Previous Council action:

N/A

Possible action:

- 1) First reading by mayor.
- 2) Table reading.
- 3) No action.

Staff recommendation:

Staff recommends a first reading of ordinance.

Misc. comment:

Ordinance is included in packet for review.





**CITY OF CROOKS  
RESOLUTION #2023-09**

**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 North Half of the Northeast Quarter of Section 13,  
Township 102 North, Range 50 West of the 5th Principal Meridian, 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 \_\_\_\_<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
F. Butch Oseby, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Tobias Schantz, Finance Officer

Passed:  
Published:

P:\Council\Legals\Resolutions\2023\2023-09 - Voluntary Annexation resolution\2023-09 Voluntary annexation petition Tract 2 of Benson's Addition.docx

Effective:

Date: 07/08/2023

Prepared by: Tobias Schantz, City Administrator/Finance Officer

**Agenda item: 12g) Resolution 2023-09 – Annexation resolution**

Narrative:

The City received a petition to annex property contiguous to the municipality from the property owner. The property is located on 258<sup>th</sup> St. and is surrounding by property already within the City's rural service district (see exhibit). The resolution included in the packet, if passed and adopted, will annex the property into the City's rural service district.

Previous Council action:

N/A

Possible action:

- 1) First and only reading by mayor.
- 2) Table reading.
- 3) No action.

Staff recommendation:

Staff recommends reading of resolution and adoption contingent upon receipt of executed annexation agreement by petitioner. Without annexation agreement signed, staff recommendation would be to table the reading and adoption.

Misc. comment:

Resolution and petition are included in packet for review.

