

AGENDA
SPECIAL MEETING BALTIC CITY COUNCIL
SEPTEMBER 24, 2024 6:30 PM BALTIC CITY HALL
130 ST. OLAF AVENUE BALTIC, SOUTH DAKOTA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. OLD BUSINESS
 - a. Ward Redistricting Agreement
 - b. Transportation Alternatives Program Grant Resolution
- V. NEW BUSINESS
 - a. Street Closure – Trunk or Treat event on October 27th 1 pm – 4 pm
- VI. ADJOURNMENT

THIRD PARTY SERVICES AGREEMENT FOR VOTER WARD REDISTRICTING

This Third Party Services Agreement for Voter Ward Redistricting, hereinafter referred to as the AGREEMENT, is made and entered into this 24th day of September, 2024, by and between Baltic, South Dakota, hereinafter referred to as SECOG MEMBER, and the South Eastern Council of Governments, Sioux Falls, South Dakota, hereinafter referred to as SECOG.

WITNESSETH:

WHEREAS, SECOG MEMBER, is interested in utilizing Geographic Information Systems (GIS) for assistance with redistricting its voting wards using the 2020 Census data (the "REDISTRICTING PROJECT"); and

WHEREAS, SECOG has the expertise to aid in completing REDISTRICTING PROJECT for SECOG MEMBER.

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

SECTION ONE. PURPOSE OF THIRD PARTY SERVICES AGREEMENT

SECOG MEMBER has determined that SECOG has the staff expertise to assist it with redistricting its voting wards using the 2020 Census data. SECOG is willing to provide assistance to SECOG MEMBER in that regard in accordance with the terms and conditions of this AGREEMENT and any attachments hereto.

SECTION TWO. DUTIES OF SECOG

- A. SECOG agrees to assist SECOG MEMBER with redistricting its voting wards using the 2020 Census data. In that regard, SECOG shall perform the following:
1. Use ArcGIS Districting Extension to record possible population changes in existing voting wards.
 2. Providing a map and/or GIS files of proposed voting wards as equal in population as practicable.
 3. Redistricting training and onsite support as needed.
 4. If requested, attend Board of County Commissioners/City Council meeting(s) to present redistricting results.
 5. Provide such other services as may be reasonably necessary to complete the REDISTRICTING PROJECT in a timely manner.

SECTION THREE. DUTIES OF SECOG MEMBER

- A. In order to aid SECOG in the preparation of the REDISTRICTING PROJECT, SECOG MEMBER agrees to provide such information to SECOG as may be needed for completion of the REDISTRICTING PROJECT in an expeditious manner including a current map of voting boundaries/wards from 2010 Census.
- B. SECOG MEMBER agrees to engage its legal counsel to review all redistricting options prepared by SECOG prior to adopting the final voter ward.

SECTION FOUR. COMPENSATION

SECOG agrees to provide four hours of service at no cost to SECOG MEMBER towards completing the REDISTRICTING PROJECT. For any time over four hours related to the REDISTRICTING PROJECT, SECOG MEMBER agrees to pay to SECOG its normal member rate of \$75 per hour. Payment shall be made to SECOG upon the final completion of REDISTRICTING PROJECT.

SECTION FIVE. GENERAL TERMS

- A. This AGREEMENT shall commence upon approval by both SECOG and SECOG MEMBER.
- B. Upon acceptance of this proposal, SECOG will commence work on the REDISTRICTING PROJECT.
- C. This AGREEMENT may be terminated upon thirty (30) days written notice, by either party. If terminated by SECOG MEMBER, SECOG shall be entitled to compensation for work performed up to the termination notice date.
- D. SECOG MEMBER will retain ultimate responsibility for selecting and adopting voter wards based on the 2020 Census, and SECOG will maintain only the role of administrative assistant.
- E. This AGREEMENT constitutes the entire agreement between the parties. No amendment or modification shall be binding unless reduced to writing and endorsed by both parties.
- F. SECOG MEMBER agrees to indemnify and hold SECOG, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services hereunder. This section does not require SECOG MEMBER to be responsible for or defend against claims or damages arising from errors or omissions of SECOG, its officers, agents, or employees. It is further agreed that any and all employees of either party, while engaged in the performance of any work or services, shall not be considered employees of the other party, and that any and all claims that may or might arise under the South Dakota Workers' Compensation Act on behalf of said employees, while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the other party. This Agreement shall be binding upon the parties hereto and their successors in interest.
- G. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Second Judicial Circuit, Minnehaha County, South Dakota.
- H. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and official seals on the day and date first above written.

BALTIC, SOUTH DAKOTA

SOUTH EASTERN COUNCIL OF GOVERNMENTS

By _____
Deborah McIsaac

By _____
Lynne Keller Forbes

Its Mayor

Its President & CEO

City of Baltic
Resolution 2024-3

TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATION TO THE
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

WHEREAS the City of Baltic desires assistance from the South Dakota Department of Transportation – Transportation Alternatives Program for the purpose of expanding sidewalk along 6th Street; and

WHEREAS the City Council hereby commits to the continued maintenance and operation of the trail; and

WHEREAS the City Council hereby commits local match of not less than 18.05 percent of the project; and

WHEREAS the City Council acknowledges its responsibility to secure right-of-way or easements for construction.

NOW THEREFORE BE IT RESOLVED that the City Council hereby authorizes the filing of a grant application, including all understanding and assurances contained therein, for the Transportation Alternatives Grant Program, and hereby authorizes the Mayor to in connection with the application and to provide such additional information as may be required.

Adopted this 24th day of September, 2024.

Deborah McIsaac, Mayor

ATTEST:

Lacey Harrington, Finance Officer