

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF MINNEHAHA)

IN CIRCUIT COURT

SECOND JUDICIAL CIRCUIT

GRANT PARK CAPITAL, LLC,

Plaintiff/Petitioner,

vs.

CITY OF BALTIC, A SOUTH DAKOTA MUNICIPAL CORPORATION; DEBORAH MCISAAC, TRAVIS SCHREURS, NIKKI OIEN, BRIAN MCGREEVY, AND RYAN SINDING, IN THEIR OFFICIAL CAPACITIES AS MEMBERS OF THE BALTIC CITY COUNCIL; CITY OF BALTIC PLANNING AND ZONING COMMISSION; ED WILSON, DEB MURPHY, NATE VRCHOTA, RYAN SINDING, AND TRAVIS SCHREURS, IN THEIR OFFICIAL CAPACITIES AS MEMBERS OF THE CITY OF BALTIC PLANNING AND ZONING COMMISSION,

Defendants/Respondents.

49CIV22-002968
49CIV22-002973

**AFFIDAVIT OF JOHN R. HUGHES
IN SUPPORT OF MOTION FOR
ATTORNEYS' FEES AND
APPLICATION FOR TAXATION OF
COSTS AND DISBURSEMENTS**

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF MINNEHAHA)

JOHN R. HUGHES, being duly sworn under oath, states and deposes as follows:

1. I am an attorney admitted to practice in the state of South Dakota, with Hughes Law Office, 101 East 38th Street, Sioux Falls, South Dakota 57105.
2. I am the duly appointed and acting City Attorney of Defendant/Respondent City of Baltic.
3. This Affidavit is submitted in support of the Defendant/Respondents' Motion for Attorneys' Fees and Application for Taxation of Costs and Disbursements.

4. **Exhibit 1** is a true and correct copy of the invoice of Hughes Law Offices, dated March 13, 2023, for professional services and costs in the above-captioned matters from November 10, 2022, through March 12, 2023.

5. **Exhibit 2** is a true and correct copy of the invoice of Hughes Law Offices, dated March 31, 2023, for professional services and costs in the above-captioned matters from March 13, 2023, through March 23, 2023.

6. **Exhibit 3** is a true and correct copy of the invoice of Hughes Law Offices, dated April 26, 2023, for professional services and costs in the above-captioned matters from April 4, 2023, through April 19, 2023.

7. **Exhibit 1**, **Exhibit 2**, and **Exhibit 3**, reflect the professional services provided by my law firm in the above-captioned matters in the amount of 326 hours, at the rate of \$195.00 per hour, or a total of \$63,570.00 in fees, and \$282.26 in costs and disbursements.

8. My regular hourly rate during the period of time in which these professional services were provided is \$300.00 per hour.

9. **Exhibit 4** is a true and correct copy of the December 2, 2022 correspondence to counsel of record for Grant Park Capital, LLC.

10. **Exhibit 5** is a true and correct copy of pages 1, 35-36, 38, 46 through 48, and 51 through 53, of the Hearing Transcript on February 14, 2023.

11. **Exhibit 6** is a true and correct copy of pages 1 and 26 through 30, Brief in Support of Motion to Dismiss Pursuant to SDCL § 15-6-12(b)(1) – (5) and SDCL Ch. 11-4.

12. **Exhibit 7** is a true and correct copy of the 1980 South Dakota Session Laws that amended SDCL § 11-3-12 to provide that municipalities are not required to open or maintain streets and alleys by approving plats, by adding the following sentence to that statute, as follows:

“No governing body shall be required to open, improve, or maintain any such dedicated streets, alleys, ways, commons, or other public ground solely by virtue of having approved a plat or having partially accepted any such dedication, donation or grant.” This legislation overturns the result in Herrmann v. Board of Com’rs of the City of Aberdeen, 285 N.W.2d 855 (S.D. 1979), which the Plaintiff/Petitioner relied upon exclusively as authority for the declaratory judgment complaint against the Defendants/Respondents.

13. **Exhibit 8** is a true and correct copy of the November 9, 2022, Memorandum from Justin Heim, P.E., ISG, Inc., to one of Grant Park’s counsel of record, with copies to Brian Hefty of Grant Park and Pat Carey, P.E., Banner Associates, Grant Park’s engineering firm, and which contains the following:

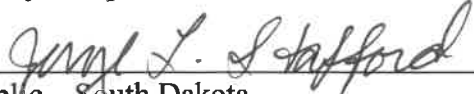
As noted in previous correspondence, maintenance of the streets within the development are the responsibility of the Developer until acceptance and approval by the City. Said maintenance includes snow removal during the winter months/ the City of Baltic is willing to provide snow removal services within the development for the upcoming winter at a rate agreed upon by the Developer and City. (Emphasis added).

Dated at Sioux Falls, South Dakota, on this 28th day of April, 2023.


John R. Hughes

Subscribed and sworn to before me on this 28th day of April, 2023.




Notary Public – South Dakota
My commission expires: 2-26-2026

CERTIFICATE OF SERVICE

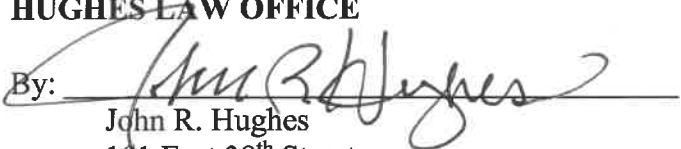
The undersigned hereby certifies that on the 28th day of April, 2023, a true and correct copy of the foregoing was served electronically using the Odyssey File and Serve system which will send notification of such filing to the following:

Joe Erickson
Lee Schoenbeck
Schoenbeck & Erickson, PC
1200 Mickelson Drive, Ste. 310
Watertown, SD 57201
joe@schoenbecklaw.com
lee@schoenbecklaw.com

Attorneys for Plaintiff/Petitioner

HUGHES LAW OFFICE

By: _____


John R. Hughes
101 East 38th Street
Sioux Falls, South Dakota 57105

Attorneys for Defendants/Respondents