

REGULAR MEETING BALTIC CITY COUNCIL
APRIL 3, 2021 7:00 PM BALTIC AMERICAN LEGION
210 ST. OLAF AVENUE BALTIC, SOUTH DAKOTA

- I. CALL TO ORDER AND ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. APPROVAL OF AGENDA
- IV. APPROVAL OF MINUTES
 - a. March 9, 2021 - City Council Meeting Minutes
 - b. March 16, 2021 - Board of Equalization Meeting Minutes
- V. VISITORS TO BE HEARD
- VI. OLD BUSINESS
 - a. Proposed Baltic Sidewalk Project 2021
 - b. Parking Lot – Veterans’ Memorial
- VII. NEW BUSINESS
 - a. Draw for Candidate Order on the Ballot
 - b. Railroad Signal and Equipment Replacement.
 - c. Direct Technologies Quote #002322 v1 – Computer Equipment
 - d. Renewal – Liquor License RB-23883 Classic Corner Retail (on-off Sale) Malt Beverage
 - e. Renewal – Liquor License RB-26497 Someday Café Retail (on-off Sale) Malt Beverage
 - f. Resolution 2021-05: MCEDA/LCEDA Consolidation
 - g. Surplus Land
 - h. Housing Study
 - i. Office Front Door Replacement Quote
- VIII. CLAIMS PAYABLE
 - a. Claims Payable
- IX. MAINTENANCE REPORT
 - a. Batting Cage – Baltic Heights
- X. BUILDING INSPECTOR REPORT
- XI. ADMINISTRATOR REPORT
- XII. FINANCE OFFICER REPORT
- XIII. MAYOR REPORT
- XIV. EXECUTIVE SESSION
 - a. Executive Session: SDCL 1-25-2 For Matters Relating to Personnel
- XV. ADJOURNMENT

WELCOME TO YOUR CITY COUNCIL MEETING

If you wish to participate in the discussion, the meeting provides several opportunities:

After the minutes are approved, the Mayor will ask if any visitors wish to be heard. Any item not on the agenda may be discussed. Items requiring action will then be placed next on the agenda for formal action.

During the discussion of agenda topics, anyone may comment **if** the Council is accepting public testimony. The Mayor may recognize you if you raise your hand. Please state your name and address for the City minutes. Discussion occurs before motions are made and seconded. Discussion also occurs after the motion is seconded and before the vote.

Should you wish to have information on past Council action, contact the City Administrator at City Hall. The City Council meets the second Tuesday of each month at 7:00 p.m. in the Baltic American Legion. Please call City Hall, 529-5497, regarding the accessibility of City Council meetings and information on this agenda. The City can provide alternative means of accessibility for disabled citizens. Please call at least 24 hours in advance.

MINUTES OF MARCH 9, 2021 REGULAR SESSION

THE BALTIC CITY COUNCIL MET IN REGULAR SESSION ON MARCH 9, 2021. Mayor Petersen called the meeting to order at 7:02 PM. Present were Aldermen Kiri Sells, Brendan Tidemann and Travis Schreurs. Also present were Maintenance Supervisor Johnson, Maintenance Assistant Hotzler, and City Administrator Wulf. Finance Officer Hoefert was absent due to illness. The meeting was held at the Baltic American Legion.

Mayor Petersen asked all present to rise and join in the Pledge of Allegiance to the Flag.

Sells made a motion to approve the minutes for the January 12, 2021 Regular Session, the January 14, 2021 Special Session, the February 9, 2021 Regular Session, the March 1, 2021 Special Session and the March 3, 2021 Special Sessions. Second by Schreurs. All ayes, motion passed.

Disbursements were reviewed. Sells made a motion to approve the following disbursements. Second by Tidemann. All ayes, motion passed.

March 2021 Claims

Vendor	Amount	Comments
Alliance Communications	\$ 178.36	Utilities
Argus Leader Media	\$ 189.48	Legal
Banner Associates, Inc.	\$ 1,048.10	Service
Banyon Data Systems, Inc.	\$ 395.00	Utility Billing Support
City of Baltic	\$ 83.46	Utilities
City of Garretson	\$ 54.30	Building Inspections
Classic Corner	\$ 190.02	Gas
Dell Rapids Ace Hardware	\$ 13.99	Supplies
Direct Technologies	\$ 411.09	MIT Contract
DMI	\$ 1,032.01	Cutting Edges
Dust-Tex Service, Inc.	\$ 14.85	Rug service
EFTPS	\$ 2,517.20	Payroll 04 2021
EFTPS	\$ 2,347.68	Payroll 03-2021
FIRST NATIONAL BANK in SF	\$ 17.25	ACH Same Day Fees
FIRST NATIONAL BANK in SF	\$ 712.34	Dump Truck
Garbage N More	\$ 7,125.00	Service
Hughes Law Offices	\$ 1,521.41	Retainer
Interstate Office Products	\$ 73.62	Supplies
Kinetic Leasing	\$ 2,773.00	Oak/Douglas
Menard's	\$ 246.31	Supplies
MidAmerican Energy	\$ 525.19	Utilities
Minnehaha Community Water Corp	\$ 3,886.47	Water Purchase
SD Assoc. of Rural Water	\$ 565.00	Membership
SD DENR	\$ 10.00	Exam
SD One Call	\$ 59.85	Locates
SDRS	\$ 2,354.80	Retirement
SDRS	\$ 126.06	Late Fee
Stan Houston	\$ 22.40	Supplies
US Bank Equipment Finance	\$ 721.59	Truck/Plow

US Post Master	\$ 145.08	UB Mailing
Verizon Wireless	\$ 193.87	Utilities
Xcel Energy	\$ 2,422.71	Utilities
	\$ 31,977.49	

February 2021 Salaries in gross amounts by Department: Council, \$1,549.12; Finance, \$5,321.26; Inspection, \$1,919.55; Streets, \$2,659.24; Parks, \$2,659.24; Econ Dev \$3,275.96; Water, \$4,193.20; Sewer, \$4,193.04; Total \$25,770.61.

Public Time. No comments

Police Report. No police report.

Maintenance Update. Hotzler reported that monthly water samples were submitted and regular monthly maintenance items occurred. Some road patching occurred and tree trimming. The flags were flown at half-mast in honor of all those who passed from COVID. Hotzler passed the written tests and received his CDL permit.

Building Inspector Report. Pearson was absent due to medical leave. Wulf reported that Pearson is reviewing fees for 2021. He prepared a procedure for Code Enforcement. General Violations; 1st notice violation with 30 days to abate, 2nd notice with deadline and notice of fines/fees, 3rd notice of City Abatement. Pearson prepared a Contractors License Application. After review Schreurs made a motion to approve the Application, second by Tidemann. All ayes, motion passed.

City Administrator Update. Wulf reported that she had received a request for an extended camping reservation for a family medical situation. The request was for 4 weeks in June. After discussion, Tidemann made a motion to allow a 4-week special camping permit for this family medical situation. Second by Schreurs. All ayes, motion passed. Wulf stated that she has been working on COVID issues, Planning & Zoning, Board of Equalization and other committees. The Housing Study draft is complete with the final coming soon which will be followed by the development of a new Comprehensive Plan. She has been working with Banner Engineers on sidewalks, drainage. Paint SD information is on the Facebook page. It is a volunteer opportunity to help paint a house in town that is in need.

City Hall Update. Wulf reported that Hoefert has been working on the Election and gathering information from the Health Pool. Southeast Area Finance Officer's Group will be meeting on Wednesday, March 24, 2021. Plans are still underway for Finance Officer School in June in Pierre.

Attorney Remarks. City Attorney Hughes submitted his resignation to the Council via email. Schreurs made a motion to accept the resignation. Second by Tidemann. All ayes, motion passed.

Business.

- a. Mayor Petersen gave the 2nd reading of Ordinance #282 Wards & Voting Precincts. Sells made a motion, seconded by Schreurs to approve and adopt Ordinance #2812. All ayes, motion passed.
- b. There was discussion regarding the Petition for Annexation from Grant Park Capital; Resolution #2021-04. Tidemann made a motion to approve Resolution #2021-04 contingent upon the Council retaining legal counsel to review. Second by Schreurs. All ayes, motion passed. Drayer, from Planning & Zoning, stated that they recommended approval of the Final Preliminary Plats for Phillips Crossing and Grant Park.

At 7:45 p.m. Schreurs made a motion to enter into Executive Session to discuss personnel matters per SDCL 1-25-2. Second by Schreurs. All Ayes, motion passed.

At 10:20 p.m. Mayor Petersen declared the Council out of Executive Session.

Personnel: Tidemann made a motion to hire Myles Peterson and Brad Eggert as Maintenance Assistants at \$43,000 per year with benefits. Second by Schreurs. All ayes, motion passed.

Sells made a motion to direct Wulf to negotiate with Attorney Tom Frieberg a contract as Baltic City Attorney. Second by Schreurs. All ayes, motion passed.

With no further business before the Council, at 10:27 p.m. Tidemann made a motion to adjourn the meeting. Motion seconded by Sells. All ayes, motion passed.

Julia M. Hoefert
Municipal Finance Officer
Published once at the approximate cost of \$_____.

Tracy Petersen
Mayor, City of Baltic

MINUTES OF MARCH 16, 2021 SPECIAL SESSION

THE BALTIMORE CITY COUNCIL MET IN SPECIAL SESSION ON MARCH 16, 2021. MAYOR Tracy Petersen called the Special meeting to order at 6:00 PM. Present were Aldermen Kiri Sells, Travis Schreurs, Finance Officer Julia Hoefert and City Administrator Rebecca Wulf. Alderman Brendan Tidemann joined via telephone. The meeting was held at the American Legion.

Mayor Petersen requested to add two items to the agenda: Public Time and Revised Corporate Authorization Resolution. Sells made a motion to approve the agenda with the addition of these two items. Second by Schreurs. All ayes, motion passed.

Public Time – Mayor Petersen set a limit of 10 minutes for public time. A few questions were asked by the audience and answered by the Council. Most had been previously addressed at prior meetings.

Business –

The contract for City Attorney services with Tom Frieberg was reviewed. Schreurs made a motion to accept the contract and the mayor to sign it. Second by Sells. All ayes, motion passed.

Consideration of the annexation request from Grant Park Capital. City Attorney Frieberg had reviewed all the information along with laws pertaining to annexation. He made some revisions to Resolution 2021-04 Annexation, mostly to form and wording and recommended approval. Sell made a motion to approve the revised Resolution 2021-04. Second by Schreurs. All ayes, motion passed.

Sells made a motion to approve the updated Corporate Authorization Resolution which removed previous Mayor Grunewaldt's signing authority at First National Bank and added current Mayor Petersen as a signing authority. Second by Schreurs. All ayes, motion passed.

At 6:16 p.m. Sells made a motion to enter into executive session per SDCL 1-25-2(1) for Personnel Reasons. Second by Schreurs. All Ayes.

At 6:22 p.m. Mayor Petersen declared the Council out of Executive Session.

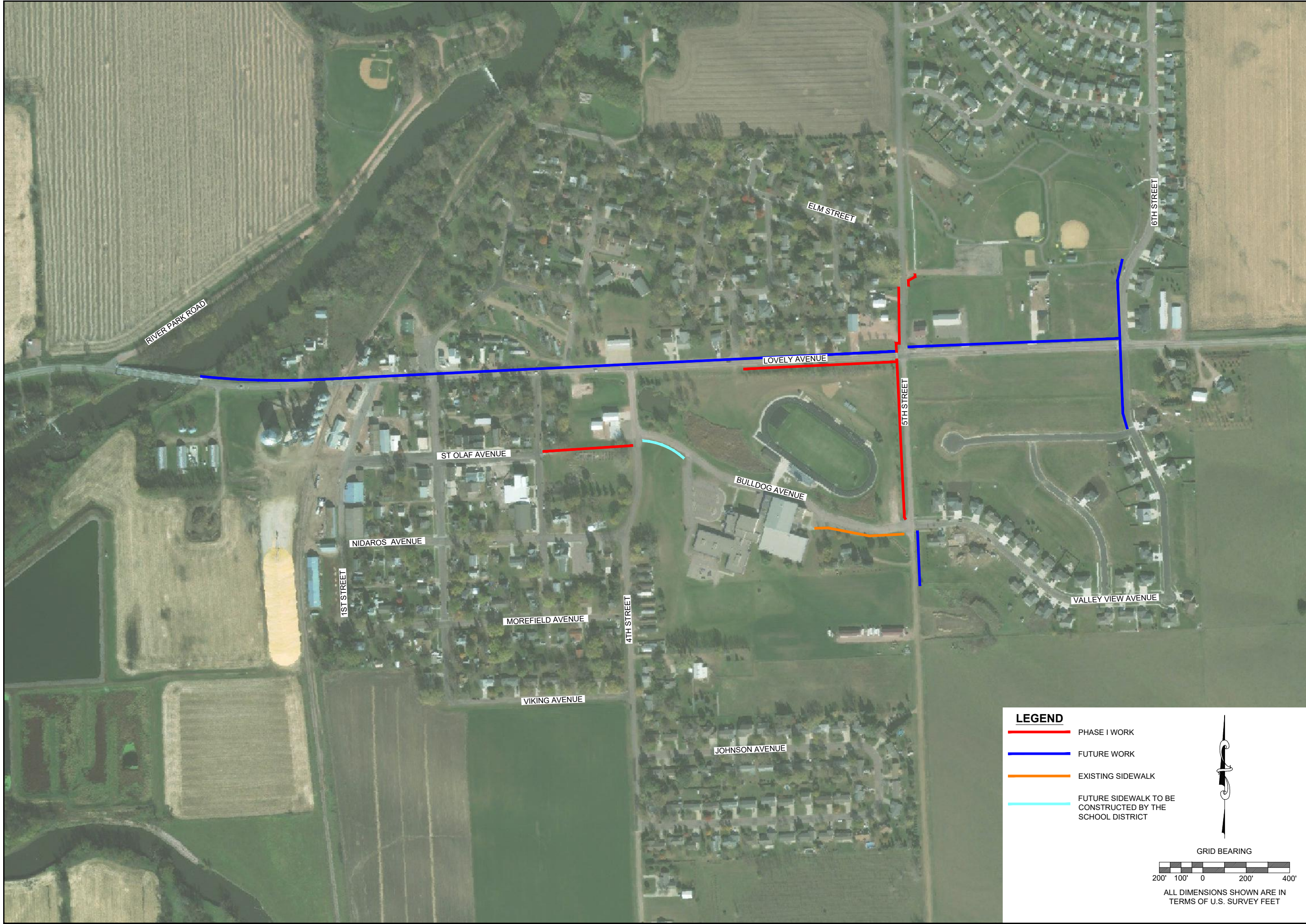
Action resulting from Executive Session – Sells made a motion directing City Administrator Wulf to advertise for a full-time office assistant. Second by Tidemann. All ayes, motion passed.

At 6:23 p.m. with no further business before the Council, Tidemann made a motion to adjourn the meeting. Motion seconded by Schreurs. All Ayes.

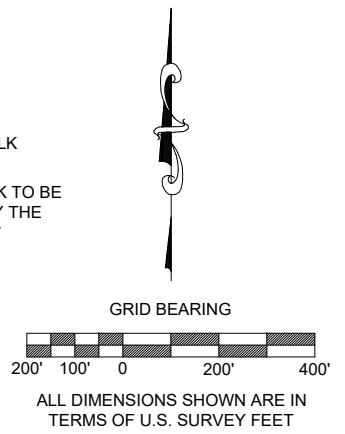
Julia M. Hoefert
Municipal Finance Officer

Tracy Petersen
Mayor

Published once at the approximate cost of \$ _____.



- LEGEND**
- PHASE I WORK
 - FUTURE WORK
 - EXISTING SIDEWALK
 - FUTURE SIDEWALK TO BE CONSTRUCTED BY THE SCHOOL DISTRICT



PROJECT / SHEET TITLE:

BALTIC TRAILS - 2021
 PROJECT LOCATION MAP

BALTIC, SOUTH DAKOTA
 DESCRIPTION

REV.	DATE	DESCRIPTION

JOB No.:	07754-00-07
DATE:	MARCH 2021
DESIGNED BY:	PJC
CHECKED BY:	RSU
DRAWN BY:	SS

SCALE REDUCTION BAR

SHEET No. : **1**



Banner Associates, Inc.
 409 22nd Ave So, Box 298
 Brookings, SD 57006
 Tel 605.692.6342
 Toll Free 855.323.6342
www.bannerassociates.com

OPINION OF PROBABLE PROJECT COST

PROJECT Proposed Baltic Sidewalk Project 2021

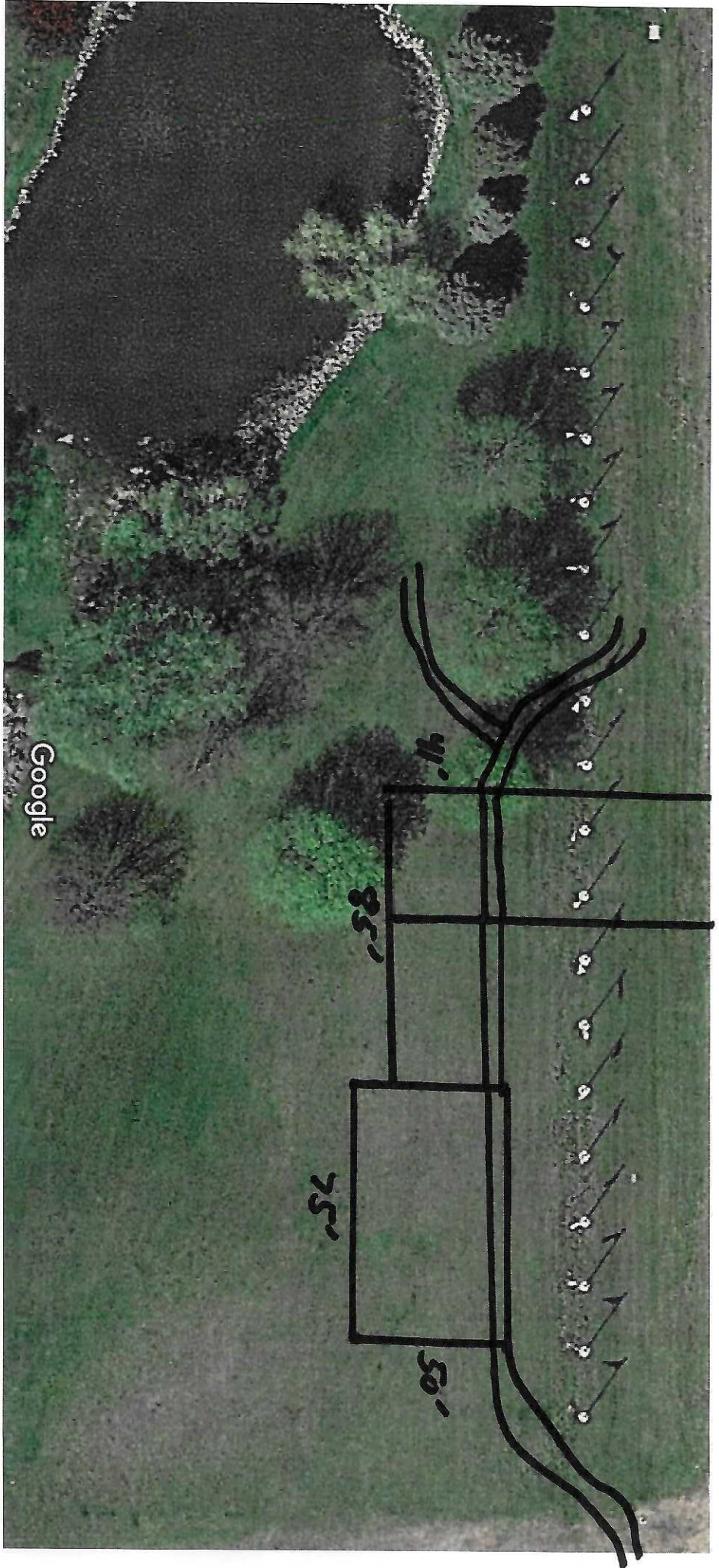
BAI NO 07754.00.07

DESCRIPTION Sidewalk along 5th Street from Baltic Heights Park to Bulldog Avenue, along Lovely Avenue from 5th Street to driveway to proposed Veteran's Memorial, and from 4th Street to 3rd Street lined up with St. Olaf Avenue

LOCATION Baltic, SD

DATE April 2021

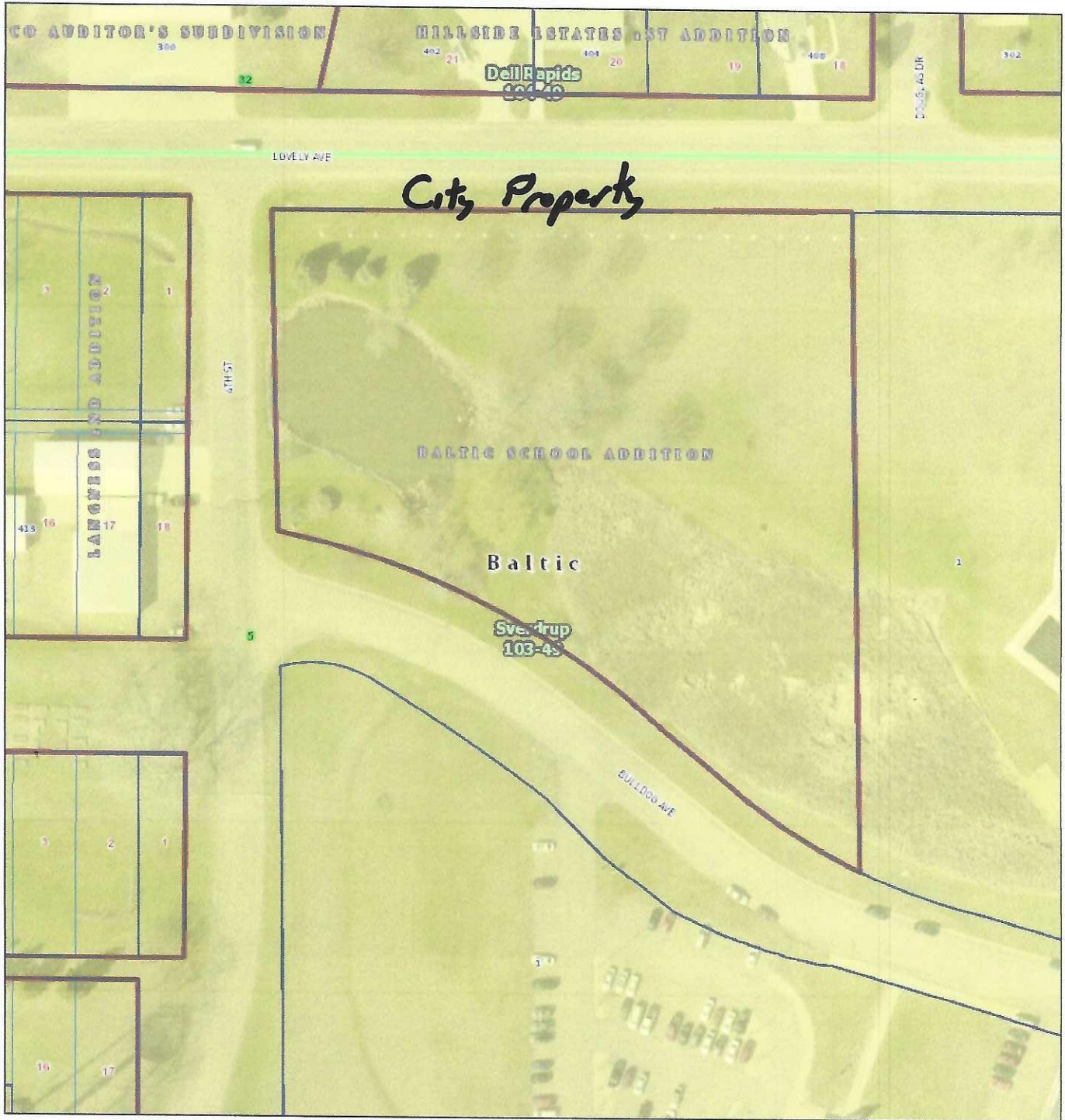
ITEM NO.	DESCRIPTION OF WORK AND MATERIALS	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$7,550	\$7,550
2	Traffic Control	1	LS	\$3,000	\$3,000
3	Remove Trees	3	Each	\$1,000	\$3,000
4	Strip & Stockpile Topsoil / Unclassified Excavation	300	CY	\$15	\$4,500
5	Imported Fill Material	500	CY	\$20	\$10,000
6	4" Base Course	400	Ton	\$20	\$8,000
11	5' Concrete Sidewalk	11,500	SF	\$8	\$92,000
12	Detectable Warning Panel	8	Each	\$500	\$4,000
13	Concrete Sampling and Testing	3	Each	\$400	\$1,200
14	Compaction - Moisture / Density Tests	5	Each	\$250	\$1,250
15	Placing Topsoil	250	CY	\$8	\$2,000
16	Silt Fence	500	LF	\$5	\$2,500
17	Surface Restoration / Seeding	1	LS	\$5,000	\$5,000
Opinion of Probable Construction Cost					\$144,000
10% Contingencies					\$14,000
Design, Bidding and Construction Admin Services					\$29,000
Opinion of Probable Project Cost =					\$187,000



Google

Map data ©2021, Map data ©2021 20 ft

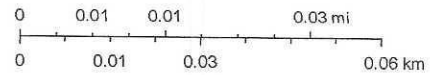
Map



9/10/2020 4:06:28 PM

- | | | |
|------------------|--|---------------------|
| County Tract | | County Parcels |
| County Lot | | Parcels |
| County Block | | Standard Tax Parcel |
| | | Condo or Suite |
| County Tax Lines | | Municipalities |
| — PLAT | | Section |
| --- TAXLOT | | Townships |

1:1,128



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, City of

New User Equipment

Quote #002322 v1

Prepared For:

Baltic, City of

Rebecca Wulf
130 St. Olaf Ave
Baltic, SD 57003

P: (605) 937-9290

E: cobadmin@cityofbaltic.com

Prepared by:

Direct Technologies

Chad Ronshaugen
2425 S Shirley Ave, Ste 101
Sioux Falls, SD 57106-4327

P: (866) 583-3377

E: chad.ronshaugen@directtechnologies.com

Date Issued:

03.29.2021

Expires:

04.11.2021

Description of Services

Scope of Work

Direct Technologies shall provide a project estimate for approval. The estimate is based on time and material pricing in accordance with the defined project work to be completed.

****NOTE**** All used equipment comes with a limited warranty set from the vendor, normally 30-60 days on parts and labor

Scope of Work...

1. Project Estimate.

This project is estimated to be completed within a scope of 8 hours.

2. Work Specifications.

- In-house Hardware provisioning
 - Receive hardware, un-box and stage
 - Install all needed hardware components including, ram and drives
 - Image new hardware and patch to appropriate levels
- On-site Deployment
 - Run new cabling and network infrastructure to new user location
 - Provision (domain add and configure) new desktop hardware
 - Configure and provision new phone
 - Configure O365 and install Apps
 - Assist end user setup as needed

3. Execution.

The Work shall be executed in a diligent and workmanlike manner in accordance with the estimated pricing, this Scope of Work and the Project Schedule.

4. Work Hours.

Unless otherwise agreed with Baltic, City of, the Work shall be executed during normal business work hours. Night, weekend or holiday work shall not be performed except as arranged in advance with Baltic, City of.

Description of Services

5. Safety.

Direct Technologies shall be responsible for conducting all work in a manner that ensures the safety of both client and contractor.

6. Workforce.

Direct Technologies shall provide all supervision and skilled labor needed to perform the work. The contractor shall comply with Baltic, City of security policies.

7. Modification to Contract.

Direct Technologies shall not incur any costs beyond those described in this SOW unless directed otherwise by Baltic, City of.

8. Close-out

Once the project has been completed, Direct Technologies will schedule a close-out meeting with Baltic, City of to ensure all project work has been completed as expected.

Hardware		Price	Qty	Ext. Price
900-MISC	50 Ft cable run and terminations	\$47.06	2	\$94.12
400-Monitor	HP Monitor - 23.8-Inch IPS Display 1080p HP Monitor - 23.8-Inch IPS Display 1080p	\$182.49	2	\$364.98
430-Docking Station	USB docking station USB docking station	\$231.76	1	\$231.76
310-Desk Phone	Yealink T53W IP Phone	\$129.40	1	\$129.40
INV2106-Laptop	ELITEBOOK FOLIO 1040 (G3) ELITEBOOK FOLIO 1040 (G3)	\$650.00	1	\$650.00
210-Laptop	CS Iridium 15" 10th Gen Laptop CS Iridium 15" 10th Gen Laptop	\$1,493.75	1	\$1,493.75
900-MISC	7 Port USB 3.0 Data Hub with 12V/2.5A Power Adapter 7 Port USB 3.0 Data Hub with 12V/2.5A Power Adapter	\$34.11	2	\$68.22
			Subtotal:	\$3,032.23

Software		Price	Qty	Ext. Price
O365 Business Premium STND	MS-Office 365 Mailbox plus MS-Office Apps MS-Office 365 Mailbox plus MS-Office Apps	\$12.34	2	\$24.68
			Subtotal:	\$24.68

Quote Summary			Amount
Hardware			\$3,032.23
Software			\$24.68
IT Services			\$1,417.50
Subtotal:			\$4,474.41
Estimated Tax:			\$284.71
Total:			\$4,759.12

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Acceptance

Direct Technologies

Baltic, City of

Chad Ronshaugen

Signature / Name

03/29/2021

Date

Rebecca Wulf

Signature / Name

Initials

Date

Clarifications & Inclusions

Terms

1. Shipping has been Estimated. Anything outside Estimated shipping will be at an additional cost
2. Taxes may not have been included. Any applicable taxes will be billed to the client.
3. This project scope has been developed based on the information provided by customer. Changes and/or modifications to this information may result in a Change Order.
4. Direct Technologies shall provide a project estimate for approval. The estimate is based on time and material pricing in accordance with the defined project work to be completed.

Terms & Conditions

1. Key Terms

1.1 Services

Direct Technologies shall provide the chosen services ("Services") in the attached quote to Baltic, City of in accordance with the terms and conditions of this Agreement.

1.2 Delivery of the Services

- a. **Start date:** Direct Technologies shall commence the provision of the Services on date of signed quote.
- b. **Locations:** Direct Technologies shall complete the services onsite or over a VPN connection offsite; this is left to Direct Technologies' discretion.
- c. For project work and support during normal business hours (8AM - 5PM CST) time will be billed at an agreed upon rate based on the type of work to be completed.
 - PC: \$135/hr
 - Server/L2 networking: \$150/hr
 - Advanced server/Networking: \$175/hr
 - Datacenter: \$200/hr
- d. Unscheduled after hours work or emergency work after normal business hours and during major holidays (New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day) will be billed at **\$225/hr with a minimum of 2 hrs.**
- e. Mileage, when applicable, will be billed at the Federal Rate or **\$0.585** a mile, whichever is greater.
- f. Target response time to issues will be within 12 hrs of the system alert, support ticket being opened or customer notification.
- g. Target response time to customer reported high priority issues will be within 4 hrs of the system alert, support ticket being opened or customer notification (a high priority issue is defined as an issue where the client's production use of the services is severely impaired or degraded preventing major functions from being performed.)
- h. Direct Technologies IT managed services support can be contacted by emailing to itsupport@directtechnologies.com which will open a ticket with our service desk or you can call our support # at 605.782.9600.

1.3 Site

Direct Technologies shall provide the Services for the following site(s): Baltic, City of.

1.4 Payment

- a. Direct Technologies shall invoice Baltic, City of for fees on a monthly basis.
- b. Baltic, City of shall pay Service Provider's based on Net30 terms.
- c. Late Payment will have 1.5% assessed on the amount delinquent for every 30 days of delinquency.
- d. All applicable taxes on products and services will be included at the time of invoicing at the customer tax rate.
- e. Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by Direct Technologies.
- f. The method of payment of the Price by Baltic, City of to Direct Technologies shall be by check sent to the

following address:

Direct Technologies
C/O Accounting Dept.
2425 S. Shirley Ave. – Suite #101
Sioux Falls, SD 57106

1. General Terms

2.1 Warranty & Warranty Limitation

- a. Direct Technologies represents and warrants that the Services and the Materials provided by Direct Technologies to Baltic, City of under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.
- b. Warranty on all used equipment is dependent on vendors warranty conditions, usually 1-2 months.
- c. Used equipment has the potential of added service costs due to (EOSL) End Of Service Life from the manufacture.

2.2 Limitation of Liability

- a. Subject to Baltic, City of's obligation to pay the expenses, Price and Rates to Direct Technologies, which shall not be limited hereby, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited to the greater of (i) Price; or (ii) the policy limits of any applicable insurance policies. Notwithstanding any other provision contained within this Agreement to the contrary, the foregoing limitation upon indemnification shall not apply in instances of willful misconduct attributable to either party or their agents.
- b. To the extent it is lawful to exclude the following damages and losses and subject to Baltic, City of's obligation to pay the expenses, Price, and Rates, the parties hereby agree that under no circumstances shall either party be liable to the other party for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and ordinary negligence), such as, but not limited to, loss of revenue, anticipated profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.

2.3 Term and Termination

- a. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with Clause 2.3(b), until the Completion Date.
- b. Either Party may terminate this Agreement upon notice in writing if:
 - the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or
 - a voluntary arrangement is approved in writing, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.
- c. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

2.4 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by Direct Technologies, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a

partnership, joint venture, agency relationship or otherwise between the parties.

2.5 Confidentiality

The parties shall enter into a Non Solicitation, Confidentiality, Non-Disclosure and Non-Circumvention Agreement in the form of Exhibit A hereto. In addition to Exhibit A, neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient legally obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient, or if a Party is required to disclose confidential information obtained pursuant to this Agreement by an order of a court or other regulatory body of competent jurisdiction over such Party. Neither Party will use, copy, adapt, alter, or disclose any information included within this document other than to their respective legal counsel or other advisers who are under an obligation to keep such information Confidential. Baltic, City of will not hire Direct Technologies' employees within a period of two years of that employee's service, or without written permission from Direct Technologies.

2.6 Notices

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:

- a. first class post, two (2) days from the date of posting;
- b. hand or by facsimile transmission, on the date of such delivery or transmission; and
- c. electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.

2.7 Miscellaneous

- a. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- b. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforce-ability of the remainder of this Agreement shall be affected.
- c. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
- d. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- g. This Clause 2.7(g) and Clauses 2.1, 2.2, 2.3, 2.5, 2.6, and 2.7 of this Agreement shall survive any termination or expiration.
- h. This This Agreement shall be governed by the laws of the State of South Dakota and the parties agree to submit disputes arising out of or in connection with this Agreement to the courts in that jurisdiction.



Appendix

About Our Company

Direct Technologies is a subsidiary of Direct Companies. At Direct Technologies we're excited to partner with our customers to help them improve business and operational efficiencies. We value your trust and we pride ourselves in looking out for the best interest of you and your organization. Direct Technologies is an IT managed solutions provider that provides expertise while maintaining focus on customer service and personal care. Our focus is on small to mid sized businesses and our specialty is with on-premise and managed infrastructure (networking, servers, wireless, PCs and laptops), disaster recovery, auditing as well virtualization technologies. We can become an extension of your IT department at a fraction of the cost of hiring additional staff. Our IT managed solutions industry experience includes Healthcare, City and Local Government, Automotive, Education, Entertainment, Manufacturing and many others.

We are located at 2425 S. Shirley Ave, Suite 101 Sioux Falls, SD 57106

Office: 866 583-3377 or email ITSupport@directtechnologies.com

Date Received _____
Date Issued _____

2021-2022

Licence No. RB-23883

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

CITY OF BAL TIC
PO BOX 421
BAL TIC, SD 57003

B. Business Name and Address

Lic # RB-23883
CLASSIC CORNER
200 LOVELY AVE
BAL TIC, SD 57003

Owner's Telephone#: 605 291 9608

Business Telephone #: (605) 529-5559

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? [] Yes [] No

County: Minnehaha

Do you own [] or lease [] this property? (Check one)

Are real property taxes paid to date? [] Yes [] No

D. Legal description of licensed premise:

Lots A, B, C & S. 68' Lot D Block 3
Keyes 1st Addn Johnson Subd
to City of Baltic

Is this License in active use? [] Yes [] No

Have you ever been convicted of a felony? [] Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
[] Yes [] No **If Yes, please list on the back page**

E. State Sales Tax Number: 1031-9495-ST

F. New license? _____ Transfer? (\$150) [] Re-issuance? ~~_____~~

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4/12/21 Print Name Justin Both Signature [Signature]

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published n/a. Public hearing on the application was held n/a, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and 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.

Renewal - no public hearing held []
Amount of fee collected with application \$ 300.00
Amount of fee retained \$ 150.00
Forwarded with application \$ 150.00

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Date Received _____
Date Issued _____

2021-2022

Licence No. RB-26497

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

MIKE S FRERICHS
502 2ND ST
BAL TIC, SD 57003

B. Business Name and Address

Lic # RB-26497
SOMEDAY CAFE
201 SAINT OLAF
BAL TIC, SD 57003

Owner's Telephone#: 605-529-5149

Business Telephone #: (605) 529-5149

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? Yes [] No

County: Minnehaha

Do you own or lease [] this property? (Check one)

Are real property taxes paid to date? Yes [] No

D. Legal description of licensed premise:

(Ex 543) Lot 9 Block 4 Baltic Original Plat

Is this License in active use? Yes [] No

Have you ever been convicted of a felony? [] Yes No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
[] Yes No **If Yes, please list on the back page**

E. State Sales Tax Number: 10 33-0152-5T

F. New license? _____ Transfer? (\$150) Re-issuance? _____

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4-9-21 Print Name Mike Frerichs Signature Mike Frerichs

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published n/a. Public hearing on the application was held n/a, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and 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.

Renewal - no public hearing held
Amount of fee collected with application \$ 300.00
Amount of fee retained \$ 150.00
Forwarded with application \$ 150.00

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

RESOLUTION #2021-05

A RESOLUTION APPROVING THE CONSOLIDATION OF THE MINNEHAHA COUNTY ECONOMIC DEVELOPMENT ASSOCIATION AND THE LINCOLN COUNTY ECONOMIC DEVELOPMENT ASSOCIATION INTO THE SIOUX METRO GROWTH ALLIANCE, IN THE CITY'S CAPACITY AS A MEMBER OF THE MINNEHAHA COUNTY ECONOMIC DEVELOPMENT ASSOCIATION.

WHEREAS, the City has been a member of the Minnehaha County Economic Development Association, a South Dakota nonprofit corporation (the "Association"), since its formation on May 15, 1991;

WHEREAS, the Association has worked to create new economic opportunities and improve access to those opportunities for residents of Minnehaha County (the "County");

WHEREAS, as the City, the County, and the City of Sioux Falls have grown, the Association has developed a close working relationship with the Minnehaha County Economic Development Association, a South Dakota nonprofit corporation pursuing the same aims in Minnehaha County (together with the Association, the "Development Associations");

WHEREAS, the Development Associations now share administrative staff personnel and run concurrent Board meetings, aligning the efforts of the two organizations;

WHEREAS, the Association's executive staff recommended to the Association's Board of Directors a Plan of Consolidation, attached hereto, under which the Development Associations would be consolidated to form a new South Dakota nonprofit corporation, the Sioux Metro Growth Alliance (the "Alliance");

WHEREAS, on February 17, 2021, the Association's Board of Directors voted to recommend the Plan of Consolidation to the Association's members, including the City;

WHEREAS, the Plan of Consolidation will allow the new Alliance to operate more efficiently to achieve the same goals that the Development Associations pursued;

WHEREAS, the Alliance, as proposed by the Plan of Consolidation, will not have members, but will instead be ultimately governed by a Board of Directors;

WHEREAS, the Association's executive staff has recommended the Alliance form an advisory committee, consisting of the Development Associations' former members, with the explicit goal of preserving venues for municipal input (an "Advisory Committee"); and

WHEREAS, pursuant to the notice of meeting attached hereto, the Association has called a meeting of the members, on May 5, 2021, for the purpose of voting on the Plan of Consolidation (the "Meeting").

NOW, THEREFORE:

BE IT RESOLVED BY THE CITY OF BALTIC SOUTH DAKOTA, that the Plan of Consolidation, in the form reviewed by the City, is hereby approved.

FURTHER RESOLVED, that Rebecca Wulf is appointed as the City's proxy at the Meeting for the limited purpose of casting the City's vote, as a member in the Association, in favor of (i) adopting the Plan of Consolidation; and (ii) taking any other actions reasonably related to carrying out the consolidation of the Development Associations.

FURTHER RESOLVED, the City understands and acknowledges that it will not be a member of the Alliance, and is relinquishing all rights and liabilities associated with its membership in the Association, except to the extent they survive the consolidation.

FURTHER RESOLVED, in the event and at such time as the Alliance establishes an Advisory Committee, the City is authorized to accept a position on such Advisory Committee and Rebecca Wulf is appointed to serve as the City's representative on the Advisory Committee, subject to the terms of the Alliance's then-existing bylaws.

Date Adopted: April 13, 2021
Date Published: April 21, 2021
Date Effective: _____

Tracy Petersen - Mayor

ATTEST:

Julia Hoefert – Finance Officer



G&D VIKING GLASS

2301 N. Westport Ave – Sioux Falls, South Dakota 57107

FAX 605-336-7400 – Phone 605-336-7044

E-MAIL: kenny@gdvingglass.com

WEB: www.gdvingglass.com

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CITY OF BALTIC

ATTN: JULIA

SUBJECT	NEW ALUMINUM ENTRY, BALTIC, SD	DATE	4-08-2021
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ITEMS FURNISHED AND INSTALLED – NO TAX INCLUDED

REMOVE THE EXISTING ALUMINUM DOOR AND SIDELITE AND REPLACE WITH NEW NARROW STILE ALUMINUM DOOR WITH STANDARD DEAD LOCK, CLOSER, SWEEP, AND WEATHERING. SIDELITE FRAMING SHALL BE THERMAL FRAMING 2" X 4 1/2". 1" CLEAR TEMPERED LOW E INSULATED GLASS.

\$ 3,315.00

EXCISE TAX IS INCLUDED
NO FINAL CLEANING
QUOTE VALID FOR 60 DAYS

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FROM	KENNY LUKE 
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SIGNED	
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April 2021 Claims

Vendor	Amount	Comments
Alliance Communications	\$ 200.11	Utilities
ARGUS LEADER	\$ 29.10	Subscription
Badger Meter	\$ 54.00	Backhaul April 2021 - June 202
Bobs Lock & Key	\$ 45.07	River Park Lock & Key
City of Baltic	\$ 83.46	Utilities
Classic Corner	\$ 260.36	Gas/Supplies
Comm. Partners Research	\$ 3,750.00	Housing Study
Dell Rapids Lumber Company	\$ 79.75	Supplies
Direct Technologies	\$ 406.71	MIT Contract
Dust-Tex Service, Inc.	\$ 14.85	Rug Service
EFTPS	\$ 23.40	Amt Due on Notice
EFTPS	\$ 2,270.10	PR06 2021
EFTPS	\$ 2,350.52	PR05 2021
First National Bank	\$ 24.00	Safe Deposit Box
First National Bank	\$ 712.34	Dump Truck
Garbage N More	\$ 7,166.67	Garbage Service
Heman Fire	\$ 127.00	Extinguisher Inspection/Replac
Kinetic Leasing	\$ 2,773.00	Oak/Douglas
Menard's	\$ 920.33	SUpplies
Metering & Technology Solution	\$ 525.92	Meters
MidAmerican Energy	\$ 443.72	Utilities
Mid-American Research Chem	\$ 1,601.82	Enzymes for Lagoon
Minnehaha Community Water Corp	\$ 4,635.12	Water Purchase
Minnehaha County Sheriff Dept.	\$ 16,584.75	2nd Qtr
Quill Corporation	\$ 65.15	Office Supplies
RDO Equipment	\$ 157.68	Supplies
SD Assn. of Code Enforcement	\$ 50.00	Training
SD DENR	\$ 10.00	Hotzler Test
SD Dept. of Revenue	\$ 1,303.72	Sales Tax
SD Gov. Finance Officer Assoc.	\$ 75.00	Training
SDML Workers Comp	\$ 173.00	2020 Audit
SDRS	\$ 2,448.90	Retirement
US Bank Equipment Finance	\$ 721.59	Truck/Plow
US Bank SRF	\$ 34,259.65	SRF Loans
US Post Master	\$ 151.92	UB Mailing
Verizon Wireless	\$ 806.19	Utilities
William Pearson	\$ 1,658.80	2020 Mileage Reimbursement
Xcel Energy	\$ 2,264.55	Utilities
	\$ 89,228.25	

