

Wall City Council Meeting
Community Center Meeting Room
September 21, 2023 6:30pm

Members present:

Mary Williams-Mayor
Rick Hustead-Councilman
Stan Anderson-Councilman
Mike Anderson-Councilman
Kelly Welsh-Councilwoman
Jerry Morgan-Councilman
Members absent:
Dan Hauk- Councilman

Others present:

Carolynn Anderson-Finance Officer
Kendall Nelson-WEDC Director
Stephanie Trask-Bad River Law
Travis Hirschey- Mead & Hunt
Katie Bruce-WBC Director (On Zoom)
Tim Hartmann & Dana Foreman-KLJ Engineering
Liliya Stone

(All action taken in the following minutes carried by unanimous vote unless otherwise states)

Mayor Williams called the meeting to order at 6:32pm; roll call was taken, and a quorum was present.

Pledge of Allegiance was recited.

Attending on Zoom - Katie Bruce, Wall Badlands Chamber Director to take meeting minutes.

Motion by S Anderson, second by M Anderson to move item 10 to follow visitor Tim Hartmann with KLJ Engineering and move item 11 to follow visitor Travis Hirschey with Mead & Hunt. Motion carried.

Morgan has a conflict of interest on item 11 and will abstain from voting.

Motion by Hustead, second by Welsh to approve the consent agenda. Motion carried.

- Minutes of 9/7/2023 city council meeting
- Budget report

Review

- Sales Tax report
- Cash & MM Balance
- Review Building Permits – James Smith -replace shingles with metal at 605 Glenn St.

Motion by S Anderson, second by Welsh to approve the City of Wall, Fire Department, Library & Cemetery claims. Motion carried.

Travis Hirschey with Mead & Hunt gave a presentation to the council on the Wall airport and answered questions. He also explained that the current project at the airport was 90% funded by the FAA, 5% from the state and the other 5% from the city. The crew working on the airport boosts our sales tax revenue by supporting many Wall businesses with fuel and meal purchases.

Motion by S Anderson, second by Hustead to approve Pay Request #10 to Western Construction for \$291,359.25. Motion carried with Morgan abstaining.

Tim Hartmann with KLJ gave an update on the Echo Valley project. The sewer is complete, and they will be finishing the water main soon. They will move into the final grading and gravelling of the road and install the culverts. There is a conflicting power pole that they will work with WREA to relocate. There was a water service line that was overlooked to one of the lots after the final plat was approved. There will need to be an additional \$10,855.00 added to the final contract cost. They are asking to add 14 days to the completion date to compensate for rain days, wet ground and the additional service line. The street committee

gave pre-approval on the change order. Motion by Husted, second by Morgan to approve the change order for \$10,855 and an additional 14 days. Motion carried.

Motion by M Anderson, second by Welsh to approve Quality Driven Pay Request #5 for \$145,255.51. Motion carried.

Dana Foreman with KLJ Engineering gave an Industrial Park and 4th Ave project update. They are finishing up at the industrial park with a few small issues to fix with pressure testing on the lift station. The DOT approved the plans for the 4th Ave reconstruction. The bidding phase will start soon. They will start landowner meetings in the next 1-2 months.

No Public Comments.

Liliya Stone spoke regarding the Wall Ambulance Service. They are still searching for a service provider to accept their online payments. Currently they can only take cash or check payment. September has been a very busy month so far with 20 calls and they are very thankful for their volunteer ambulance drivers. They are still able to make it work financially with the help that has been provided.

Kendall Nelson updated the council on WEDC. She attended the Fuel the Growth conference last week and the Economic Development Professionals of South Dakota Annual Meeting in Brookings this week. She gave the council invitations to the Build Dakota Scholarship breakfast being held Oct 13th.

Motion by S Anderson, seconded by Husted to approve the environmental study agreement with Quality Services (Impact G7) for the 4th Ave project loan. Motion carried.

Motion by Welsh, second by S Anderson to approve the WREA/USDA loan application submission for the 4th Ave project. Motion carried.

Motion by Morgan, second by S Anderson to approve the Wall Clinic 2nd amendment to the lease agreement. Motion carried. This amendment will give Monument Health access to the space that was formerly the dental clinic.

Motion by S Anderson, second by Morgan to surplus the Exhibit A list of dental office items. Motion carried.

Motion by Morgan, second by M Anderson to approve the 2023 Tax Levy request for \$393,410. Motion carried.

Mayor Williams report:

- Supreme Court update: Oral arguments will be 10/4/2023 at 9AM CT. The audio will be live on SD Unified Judicial System website and the audio will be posted two days later.
- There was a special school board meeting last night approving the construction contract for the CTE wing at the Wall School. This will be completed fall of 2024.

Finance Officer (FO) Anderson report:

- The National League of Cities conference is in Atlanta, GA Nov14-18 for SDML board. She would like to attend and move the city council meeting scheduled for that week. S Anderson moved to approve, Welsh seconded. Motion carried.
- Employee evaluations for FO Anderson, Bryan & Fricke scheduled for September 29th and the library staff on October 3rd.
- Planning & Zoning committee meeting scheduled for September 25th.
- FO Anderson has a rough draft of the budget put together and the committee will meet September 27th.
- GWorks software training is on-going.

- Request to the council to waive the community center rental fees for a fundraiser for medical expenses on November 11th. Motion to approve by S Anderson, second by Morgan. Motion carried.

Public Works Director (PWD) Bryan report:

- The bobcat is working so it will not be going in for repairs. Bryan is still looking into replacement options. Public Works has been working on cleaning ditches and will be cleaning sewers next week.

Items for discussion: None

Next City Council meeting will be Monday, October 2nd at 6:30pm.

Attorney Stephanie Trask Report:

- Trask addressed the meeting minutes in general and to correct an inaccuracy in the August 3rd minutes. She reviews the minutes of every meeting and feels the minutes are reflecting a narrative to her comments during the meeting and has a concern of bias and inconsistency in the minutes. She reminded the council they can make corrections to the minutes even if they are under the consent agenda. She brought attention to the 8/3 meeting when she was asked for clarification on the ratification of the current zoning ordinance. She referenced page 3 of the 8/3 minutes and pointed out when Hauk asked Trask if the zoning ordinance is changed now, wouldn't Loves see it as being done after the fact, she feels that statement was taken out of context deliberately. She would not have responded that Love's would not find out about the ratification of the ordinance when it is a public document. She was responding no that it does not matter making the change of the ordinance now or make it ineffective. Trask would like to have this noted in this evening's meeting minutes. Trask stated she did not say negligent but rather said irresponsible in response to not ratifying the zoning ordinance.
- Requested approval of the amendment to her attorney services contract. Mayor Williams said it was contractual and would like it to be addressed in executive session.

Motion by Husted, second by Welsh to move into executive session for the purpose of discussing legal/personnel issues according to SDCL 1-25-2 at 8:00pm. Motion carried.


Mayor Williams declared the meeting out of executive session at 8:51pm.

Motion by Husted, second by Welsh to accept Kent Hagg's offer of \$1,000 discount of his attorney fees and move on. Motion carried.

Motion by S Anderson, second by Husted to approve the amendment to the city attorney services original contract dated February 2017 and raise the hourly rate to \$150/hr. and paralegal services to \$75/hr. Motion carried.

Motion by S Anderson, second by Welsh that the minutes from the August 3rd meeting be read and amended to reflect Stephanie Trask's corrections and send to her for review. Motion carried.

With no further business to discuss, Mayor Williams declared the meeting adjourned at 8:54pm.



Mary Williams, Mayor



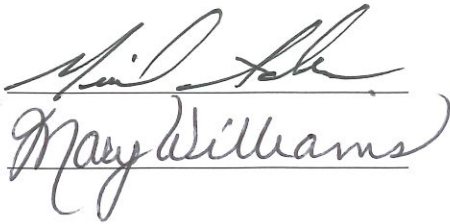
Carolynn Anderson, Finance Officer

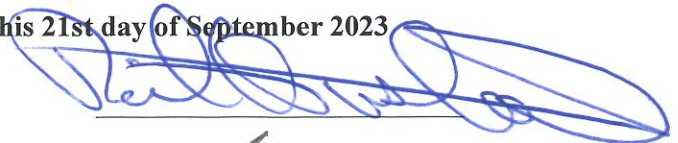
FIRE DEPARTMENT BILLS
September 21, 2023

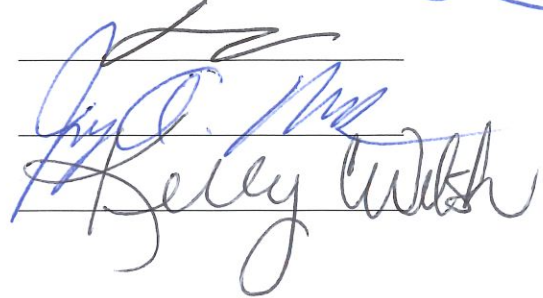
September 21, 2023 Bills:

| | | |
|-----------------------|------------|-------------------|
| First Interstate Bank | truck loan | \$2,218.92 |
| TOTAL BILLS: | | \$2,218.92 |

Approved by the Wall City Council this 21st day of September 2023







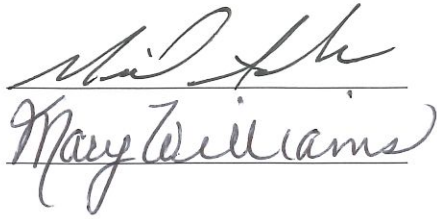
LIBRARY BILLS
September 21, 2023

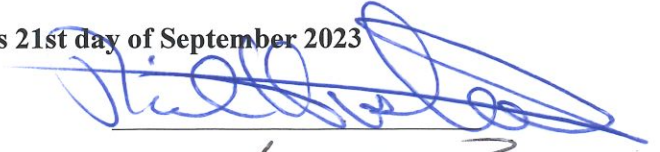
September 21, 2023 Bills:

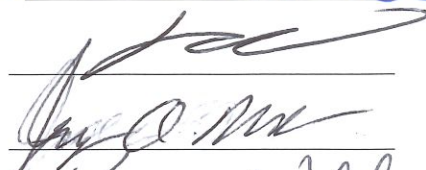
| | | |
|--------------------------|----------------|------------|
| BH Library Consortium | 23/24 dues | \$566.71 |
| Wall Food Center | supplies | \$33.80 |
| Western Dakota Technical | online classes | \$2,016.00 |

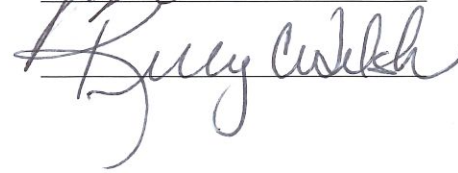
TOTAL BILLS: **\$2,616.51**

Approved by the Wall City Council this 21st day of September 2023









CITY BILLS
September 21, 2023

September 21, 2023 Bills:

| | | 101 General Fund | |
|-----------------------------------|--|-------------------------|---------------------|
| BH Community Economic Development | membership | | \$500.00 |
| First Interstate Bank | ACH fee | | \$40.00 |
| Diamond Vogel | street paint | | \$285.00 |
| Pennington Co Courant | publishing | | \$144.20 |
| Mead & Hunt | airport engineering | | \$34,155.09 |
| Riteway | AP checks | | \$199.22 |
| TruGreen | weed control | | \$884.80 |
| Van Buran, Tammy | cc rent refund | | \$45.00 |
| Verizon | PW employees phone | | \$147.39 |
| Wall School | powerhouse budget | | \$8,000.00 |
| Zoom | conference meetings | | \$15.99 |
| Quality Driven | Pay Request #5 for Echo Valley | | \$145,255.51 |
| Western Construction | Pay Request #10 for airport project | | \$291,359.25 |

Additions

| | | | |
|--------------------|--------------------|--|-------------|
| A&B Business | printer/copier | | \$257.63 |
| Bad River Law | ambulance services | | \$510.00 |
| Evergreen Products | cc supplies | | \$47.99 |
| KLJ Engineering | Echo Valley | | \$16,895.13 |
| Kendall Nelson | meals | | \$54.00 |
| Wall Food Center | cc supplies | | \$20.24 |

201 BBB Funds

| | | | |
|-----------------------|------------------|--|-------------|
| Wall Badlands Chamber | tourism & retail | | \$12,037.41 |
| First Interstate Bank | CC loan payment | | \$34,612.68 |

602 Water Fund

| | | | |
|-------------------------|-----------------|--|------------|
| Hawkins Water Treatment | water treatment | | \$1,420.30 |
| SDARWS | membership | | \$420.00 |
| South Dakota 811 | locate request | | \$7.84 |

604 Sewer Fund


| | | | |
|------------------|----------------|--|--------|
| South Dakota 811 | locate request | | \$7.84 |
|------------------|----------------|--|--------|

612 SW Fund


| | | | |
|------------------|-----------------|--|------------|
| Waste Connection | garbage service | | \$8,268.01 |
|------------------|-----------------|--|------------|

TOTAL BILLS: **\$555,590.52**

Approved by the Wall City Council this 21st day of September 2023



 Mary Williams



 Kelly Walsh

CEMETERY BILLS
September 21, 2023

Gross Salaries – August 31, 2023:

Gross Salaries: \$458.40

FIRST INTERSTATE BANK

Employee payroll tax

\$70.14

September 21, 2023 Bills:

Life Song

move headstone

\$50.00

TruGreen

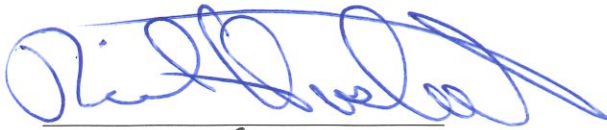
weed control

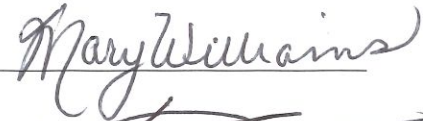
\$884.80

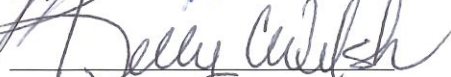
TOTAL BILLS:

\$934.80

Approved by the Wall City Council this 21st day of September 2023







2022-2023 Sales Tax Comparison

| MONTH | 2% Tax 2022 | Monthly Totals received in 2022 | YTD Totals | MONTH | 2% Tax 2023 | Monthly Totals received in 2023 | YTD Totals | % Change per month | % Change per year |
|-----------------|-----------------------|------------------------------------|-----------------------|-----------------|-----------------------|------------------------------------|-----------------------|-----------------------------|----------------------------|
| | | | | | | | | | |
| 1-Dec | \$10,286.52 | | | 1-Dec | \$936.05 | | | | |
| Jan Audit | | | | Jan Audit | | | | | |
| 1-Jan | \$75,349.23 | | | 1-Jan | \$64,857.23 | | | | |
| 1-Jan | \$2,813.94 | \$78,163.17 | | 1-Jan | \$14,875.93 | \$79,733.16 | | 2% | 2% |
| February Audit | | | | February Audit | | | | | |
| 1-Feb | \$51,490.52 | | | 1-Feb | \$59,384.77 | | | | |
| 1-Feb | \$17,834.67 | \$69,325.19 | | 1-Feb | \$6,872.08 | \$66,256.85 | | -4% | -1% |
| March Audit | | | | March Audit | | | | | |
| 1-Mar | \$57,420.93 | | | 1-Mar | \$98,118.32 | | | | |
| 1-Mar | \$5,421.43 | \$62,842.36 | | 1-Mar | \$1,632.94 | \$99,751.26 | | 59% | 17% |
| April Audit | | | | April Audit | | | | | |
| 1-Apr | \$82,159.51 | | | 1-Apr | \$80,613.46 | | | | |
| 1-Apr | \$6,214.45 | \$88,373.96 | | 1-Apr | \$826.13 | \$81,439.59 | | -8% | 10% |
| May Audit | | | | May Audit | | | | | |
| 1-May | \$79,045.79 | | | 1-May | \$95,635.40 | | | | |
| 1-May | \$10,683.19 | \$89,728.98 | | 1-May | \$6,257.60 | \$101,893.00 | | 14% | 10% |
| June Audit | | | | June Audit | | | | | |
| 1-Jun | \$156,098.13 | | | 1-Jun | \$160,055.35 | | | | |
| 1-Jun | \$5,364.88 | \$161,463.01 | | 1-Jun | \$25,053.09 | \$185,108.44 | | 15% | 12% |
| July Audit | | | | July Audit | | | | | |
| 1-Jul | \$211,865.11 | | | 1-Jul | \$207,635.77 | | | | |
| 1-Jul | \$5,229.99 | \$217,095.10 | | 1-Jul | \$7,474.31 | \$215,110.08 | | -1% | 8% |
| August Audit | | | | August Audit | | | | | |
| 1-Aug | \$200,805.22 | | | 1-Aug | \$109,694.69 | | | | |
| 1-Aug | \$27,290.19 | \$228,095.41 | | 1-Aug | \$126,174.34 | \$235,869.03 | | 3% | 7% |
| September Audit | | | | September Audit | | | | | |
| 1-Sep | \$181,111.15 | | | 1-Sep | | | | | |
| 1-Sep | \$12,734.35 | \$193,845.50 | | 1-Sep | | \$0.00 | | -100% | -10% |
| October Audit | | | | October Audit | | | | | |
| 1-Oct | \$155,316.00 | | | 1-Oct | | | | | |
| 1-Oct | \$4,628.25 | \$159,944.25 | | 1-Oct | | \$0.00 | | -100% | -21% |
| November Audit | | | | November Audit | | | | | |
| 1-Nov | \$106,322.48 | | | 1-Nov | | | | | |
| 1-Nov | \$12,424.83 | \$118,747.31 | | 1-Nov | | \$0.00 | | -100% | -27% |
| December Audit | | | | December Audit | | | | | |
| 1-Dec | \$85,092.60 | | | 1-Dec | | | | | |
| 1-Dec | \$936.05 | \$86,028.65 | | 1-Dec | | \$0.00 | | -100% | -31% |
| TOTALS | \$1,553,652.89 | | \$1,553,652.89 | TOTALS | \$1,065,161.41 | | \$1,065,161.41 | | |

| MONTH | BBB Tax | Monthly Totals | YTD Totals | MONTH | BBB Tax | Monthly Totals | YTD Totals | Percentage Change |
|-----------------|---------------------|------------------|---------------------|-----------------|---------------------|------------------|---------------------|-------------------|
| | 2022 | | | | 2023 | | | |
| 1-Dec | \$961.58 | received in 2022 | | 1-Dec | \$81.59 | received in 2023 | | |
| Jan Audit | | | | Jan Audit | | | | |
| 1-Jan | \$3,879.81 | | | 1-Jan | \$2,221.21 | \$4,696.28 | \$4,696.28 | 21% |
| 1-Jan | \$10.45 | \$3,890.26 | \$3,890.26 | 1-Jan | \$2,475.07 | | | |
| February Audit | | | | February Audit | | | | |
| 1-Feb | \$2,240.55 | | | 1-Feb | \$2,716.09 | \$2,866.02 | \$4,696.28 | |
| 1-Feb | \$541.45 | \$2,782.00 | \$6,672.26 | 1-Feb | \$149.93 | \$2,866.02 | \$7,562.30 | 3% |
| March Audit | | | | March Audit | | | | |
| 1-Mar | \$3,004.45 | | | 1-Mar | \$3,114.85 | \$3,114.85 | \$10,677.15 | -1% |
| 1-Mar | \$155.01 | \$3,159.46 | \$9,831.72 | 1-Mar | \$0.00 | | | |
| April Audit | | | | April Audit | | | | |
| 1-Apr | \$3,358.36 | | | 1-Apr | \$4,203.76 | \$4,204.46 | \$14,881.61 | -17% |
| 1-Apr | \$1,678.31 | \$5,036.67 | \$14,868.39 | 1-Apr | \$0.70 | | | |
| May Audit | | | | May Audit | | | | |
| 1-May | \$4,374.01 | | | 1-May | \$5,650.25 | \$7,145.37 | \$22,026.98 | 7% |
| 1-May | \$2,295.89 | \$6,669.90 | \$21,538.29 | 1-May | \$1,495.12 | | | |
| June Audit | | | | June Audit | | | | |
| 1-Jun | \$16,235.90 | | | 1-Jun | \$13,756.13 | \$18,557.95 | \$40,584.93 | 12% |
| 1-Jun | \$382.02 | \$16,617.92 | \$38,156.21 | 1-Jun | \$4,801.82 | | | |
| July Audit | | | | July Audit | | | | |
| 1-Jul | \$29,100.04 | | | 1-Jul | \$31,935.62 | \$34,100.73 | \$74,685.66 | 14% |
| 1-Jul | \$854.27 | \$29,954.31 | \$68,110.52 | 1-Jul | \$2,165.11 | | | |
| Aug Audit | | | | Aug Audit | | | | |
| 1-Aug | \$27,396.18 | | | 1-Aug | \$15,039.50 | \$39,970.91 | \$114,656.57 | 7% |
| 1-Aug | \$9,942.79 | \$37,338.97 | \$105,449.49 | 1-Aug | \$24,931.41 | | | |
| September Audit | | | | September Audit | | | | |
| 1-Sep | \$27,449.22 | | | 1-Sep | | \$0.00 | \$114,656.57 | -100% |
| 1-Sep | \$4,262.07 | \$31,711.29 | \$137,160.78 | 1-Sep | | | | |
| October Audit | | | | October Audit | | | | |
| 1-Oct | \$22,868.64 | | | 1-Oct | | \$0.00 | \$114,656.57 | -100% |
| 1-Oct | \$427.44 | \$23,296.08 | \$160,456.86 | 1-Oct | | | | |
| November Audit | | | | November Audit | | | | |
| 1-Nov | \$11,727.61 | | | 1-Nov | | \$0.00 | \$114,656.57 | -100% |
| 1-Nov | \$1,242.40 | \$12,970.01 | \$173,426.87 | 1-Nov | | | | |
| December Audit | | | | December Audit | | | | |
| 1-Dec | \$5,923.46 | | | 1-Dec | | \$0.00 | | |
| 1-Dec | \$81.59 | \$6,005.05 | \$179,431.92 | 1-Dec | | | | |
| TOTALS | \$179,431.92 | | \$179,431.92 | TOTALS | \$114,656.57 | | \$114,656.57 | -100% |

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT REQUEST

NO. 10



FOR THE PERIOD ENDING: September 15, 2023

AIRPORT: WALL MUNICIPAL AIRPORT
 LOCATION WALL, SD
 PROJECT: RUNWAY 12-30 RECONSTRUCTION

AIP NUMBER: 3-46-0069-013-2022

M&H PROJECT NUMBER: 4665507-211279.01

TOTAL CONTRACT COST: \$ 5,417,576.25 (UNIT PRICE PER CONTRACT AND CHANGE ORDERS)

| SUMMARY OF CURRENT PAY ESTIMATE | | | |
|--|------------------------------------|------------------------|------------------------|
| | AIP 013-2022 | TOTAL | |
| TOTAL WORK DONE TO DATE | \$ 2,213,911.40 | \$ 2,459,901.65 | |
| MATERIAL ON HAND | \$ 21,200.64 | \$ 23,556.27 | |
| | SUBTOTAL | \$ 2,235,112.04 | \$ 2,483,457.82 |
| RETAINAGE 10% | \$ 223,511.20 | \$ 248,345.78 | |
| | SUBTOTAL (LESS RETAINAGE %) | \$ 2,011,600.83 | \$ 2,235,112.04 |
| AMOUNT PREVIOUSLY PAID | \$ 1,749,377.51 | \$ 1,943,752.79 | |
| AMOUNT DUE THIS ESTIMATE | \$ 262,223.33 | \$ 291,359.25 | |
| MAKE THIS PAYMENT TO THE CONTRACTOR | | \$ | 291,359.25 |

| SUMMARY OF PREVIOUS PAYMENTS | | | |
|------------------------------|---------------|---------------|---------------------|
| | AIP 013-2022 | TOTAL | |
| PAY REQUEST NO. 1 | \$ 557,269.81 | \$ 619,188.68 | |
| PAY REQUEST NO. 2 | \$ 166,170.11 | \$ 184,633.46 | |
| PAY REQUEST NO. 3 | \$ 43,958.50 | \$ 48,842.78 | |
| PAY REQUEST NO. 4 | \$ 22,144.19 | \$ 24,604.65 | |
| PAY REQUEST NO. 5 | \$ 186,317.09 | \$ 207,018.99 | |
| PAY REQUEST NO. 6 | \$ 96,219.05 | \$ 106,910.06 | |
| PAY REQUEST NO. 7 | \$ 236,178.43 | \$ 262,420.48 | |
| PAY REQUEST NO. 8 | \$ 184,851.31 | \$ 205,390.34 | |
| PAY REQUEST NO. 9 | \$ 256,269.02 | \$ 284,743.35 | |
| PAY REQUEST NO. 10 | | | |
| PAY REQUEST NO. 11 | | | |
| | TOTAL | \$ | 1,943,752.79 |

SPONSOR:
 CITY OF WALL
 PO BOX 314 501 MAIN ST.
 WALL, SD 57790

CONTRACTOR:
 WESTERN CONSTRUCTION
 PO BOX 771
 RAPID CITY, SD 57709

ENGINEER:
 MEAD & HUNT, INC.
 1905 N. PLAZA DRIVE SUITE 2
 RAPID CITY, SD 57702

CITY OF WALL

SIGNATURE: _____ TITLE: Mayor DATE: _____

WESTERN CONSTRUCTION, INC.

SIGNATURE: [Signature] TITLE: Project Manager DATE: 9/15/23

MEAD AND HUNT, INC.

SIGNATURE: [Signature] TITLE: Project Manager DATE: September 15, 2023

| | |
|--|------------------------------------|
| Date of Issuance: September 21, 2023 | Effective Date: September 21, 2023 |
| Owner: City of Wall | Owner's Contract No.: |
| Contractor: | Contractor's Project No.: |
| Engineer: KLJ Engineering LLC | Engineer's Project No.: 2104-01050 |
| Project: Echo Valley Subdivision – Phase 1 | Contract Name: QDS, LLC. |

The Contract is modified as follows upon execution of this Change Order:

Description: Extension to designed main within Echo Valley Drive, and 1 additional service Line. Additionally, extension of 14 days to the contract time.

Specifically including and incorporating the following items and costs into the project;

Itemized Breakdown:

Bid Item #13, 1" Poly Water Service Line - +89' x \$25.00/ft(bid price) = +\$2,225.00

Bid Item #14, 1" Water Service Tapping Saddle -- +1EA x \$350.00/EA(bid price) = +\$350.00

Bid Item #16, 8" C-900 Water Main – +120' x \$69/ft(bid price) = +\$8,280.00.00

Net Increases = \$10,855.00

Change order grand total = \$10,855.00

Attachments: N/A

Contractor's Application for Payment No. 5

| | | |
|--|--|---------------------------------------|
| Application Period: 08/12/23 to 09/15/23 | | Application Date: September 21, 2023 |
| To (Owner): City of Wall, SD | From (Contractor): Quality Driven Service | Via (Engineer): KLJ |
| Project: Echo Valley Subdivision - Phase 1 | Contract: Echo Valley Subdivision - Phase 1 | |
| Owner's Contract No.: | Contractor's Project No.: | Engineer's Project No.: 2104-01050 |

**Application For Payment
Change Order Summary**

| Approved Change Orders | Number | Additions | Deductions | |
|--------------------------------|--------|-------------|------------|---|
| | 1 | \$15,101.00 | | 1. ORIGINAL CONTRACT PRICE..... \$ \$1,425,480.60 |
| | 2 | \$10,855.00 | | 2. Net change by Change Orders..... \$ \$25,956.00 |
| | | | | 3. Current Contract Price (Line 1 ± 2)..... \$ \$1,451,436.60 |
| | | | | 4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ \$948,330.98 |
| | | | | 5. RETAINAGE: |
| | | | | a. 5% X <u>\$912,261.00</u> Work Completed..... \$ \$45,613.05 |
| | | | | b. 5% X <u>\$36,069.98</u> Stored Material..... \$ \$1,803.50 |
| | | | | c. Total Retainage (Line 5.a + Line 5.b)..... \$ \$47,416.55 |
| | | | | 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$900,914.43 |
| | | | | 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$755,658.92 |
| | | | | 8. AMOUNT DUE THIS APPLICATION..... \$ \$145,255.51 |
| | | | | 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ \$564,442.17 |
| TOTALS | | \$25,956.00 | | |
| NET CHANGE BY CHANGE ORDERS | | \$25,956.00 | | |

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature
 By: _____ Date: _____

Payment of: \$ **145,255.51**
 (Line 8 or other - attach explanation of the other amount)

is recommended by: *Tom Hoke* **09/19/23**
 (Engineer) (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____
 (Owner) (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)



Professional Services Agreement (PSA)

| | | | |
|-----------|--|-------|-----------|
| Project: | W 4th Avenue Roadway Improvements, USDA Loan Environmental Reveiws | | |
| Property: | W 4th Avenue, Airport Road to Railroad, Wall, SD | Date: | 9/18/2023 |

| | | | |
|-----------------|------------------------------------|--|--|
| Client: | City of Wall, SD | | |
| Contact: | Carolynn Anderson, Finance Officer | | |
| Address: | PO Box 314, 501 Main Street | | |
| City/State/Zip: | Wall, SD 57790 | | |
| Phone: | (605) 279-2663 | | |
| Email: | wallcity@gwtc.net | | |

AGREEMENT made this eighteenth day of September 2023, by and between the service provider, Impact7G, Inc. ("Impact7G") and City of Wall, SD ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to: Assist with environmental reviews necessary for a U.S. Department of Agriculture (USDA) Rural Economic Development Loan and Grant (REDLG) Program application.

WHEREAS, Impact7G agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Project

Impact7G agrees to complete USDA environmental review requirements associated with a REDLG Program application for funding for proposed improvements to W 4th Avenue in Wall, SD.

2. Scope of Services

Per communication from USDA, the following environmental reviews are needed to accompany the proposed loan application:

1. National Environmental Policy Act (NEPA) Categorical Exclusion with Environmental Review Report (per Wyatt Stevens);
2. Architectural History Study of all structures on parcels adjoining the affected roadway corridor and side street intersection areas; and
3. Level I archaeological literature review report for the area of potential effect (APE).

If undisturbed areas exist in the corridor with archaeological potential, the SHPO could request a Level III intensive survey of those areas the cost for which would be dependent on the amount of undisturbed area needing intensive field survey.

3. **Impact7G Responsibilities** Impact7G hereby agrees to:

- (i) Provide the professional services as set forth in this Agreement; and
- (ii) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

4. **Client Responsibilities** Client hereby agrees to:

- (i) Provide a knowledgeable representative of the Property, who will be available to coordinate all on-site work; and
- (ii) Provide unrestricted access to the Project Area (Property) for Impact7G to perform the services; and
- (iii) Provide copies of any previously completed reports that may be pertinent to this Project.

5. **Schedule**

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. Barring any unforeseen delays of information flow for regulatory agencies, Impact7G anticipates being able to complete the draft CE and accompanying ER (minus any incomplete final cultural resource analysis or consultation) by the end of September so that the data may accompany the proposed REDLG application.

6. **Project Cost, Payment and Termination**

The Client shall pay Impact7G the Lump Sum Cost of Thirty-Two Thousand Dollars (\$32,000.00) for the performance of this Agreement. Direct costs such as communications, postage, routine printing and copying are not invoiced separately, but are included with the Lump Sum to streamline the accounting process and reduce overhead costs.

| Tasks | Cost |
|--|--------------------|
| NEPA CE with ER Report | \$9,500.00 |
| Architectural History Study | \$17,500.00 |
| Level I Archaeological Literature Review | \$5,000.00 |
| TOTAL | \$32,000.00 |

Invoices for Impact7G's services will be submitted every 30 days or upon project completion if project completion is less than 30 days. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Impact7G may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. Time and material costs will be adjusted annually in accordance with rate increases paid to personnel, inflation, and market conditions.

7. **Work Product** All field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service and/or used in the preparation of the final project deliverables shall remain the property of Impact7G.

All project documents including, but not limited to, plans and specifications furnished by Impact7G under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Impact7G, shall be at the Client's sole risk, and Client shall defend, indemnify and hold harmless Impact7G from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Impact7G, and Impact7G makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Impact7G be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Impact7G reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. Client shall retain copies of the work performed by Impact7G in electronic form only for information and use by Client for the specific purpose for which Impact7G was engaged. Said material shall not be used by Client or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by Impact7G without Impact7G's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at Client's sole risk. Furthermore, the Client agrees to defend, indemnify, and hold Impact7G harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

8. **Project Site** The Client agrees to use good faith efforts to maintain a safe Project site for Impact7G staff and, as applicable, subcontractors and assigns. Such good faith efforts shall include, but not exhaustive, ensuring that Project site is free and clear of any imminent hazards that pose a direct and immediate danger to any such individual potentially affected.

9. **Claims and Disputes** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Impact7G. Impact7G's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Impact7G unless the Client has first provided Impact7G with a written certification executed by an independent professional currently practicing in the same discipline as Impact7G and licensed in the State in which the claim arises.

10. **Limited Liability** The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11. **Mediation** In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and Impact7G agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Impact7G further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

12. **Attorney's Fees** If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

13. **Controlling Law** This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

14. **Assignment** Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

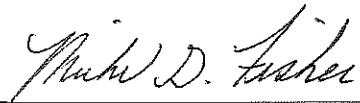
This agreement is approved and accepted by the Client and Impact7G upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

City of Wall, SD

Impact7G, Inc.

Accepted by: _____

Project
Manager:



Printed/
Typed Name: _____

Printed/
Typed Name: Michael G. Fisher

Title: _____

Date: 9/18/2023

Date: _____



City of Wall
City Council
09/21/2023
KLJ Items

Echo Valley Subdivision – Phase 1

- Construction is continuing
- Pay Estimate 5
- Changer Order 2
- Progress
 - Sanitary Sewer – complete
 - Water Main – Installed, pressure testing and backfill in progress on final parts.
 - Grading/Streets – Underway, September, Beginning of Oct
 - Conflicting Power Pole
 - Conflicting Service Line
 - Property Corners
 - Seeding - Oct

Industrial Park Development & Industrial Park Lift Station

- Infiltration needs addressed
 - Gave contractor until Sept. 15th 2023 to resolve issue and then charge damages \$500 per day, liquidated damages now in affect. Currently, withholding \$47,400.
 - Contractor repaired manholes week of Sept. 18th.
 - Contractor to repair hatch handle week of Sept. 25th and install duckbill valve

4th Avenue Reconstruction

- Plans approved by SDDOT 9/20/2023
- Railroad permitting – City signature
- Plans submitted to SDDANR for review
- Landowner Meetings – September/October
- Bidding - Fall 2023

2023 Tax Levy Request
Due By: 09/30/2023

Wall, City of
Attn:Carolynn Anderson
PO Box 314
Wall SD 57790

Daytime Phone #: (605) 279-2663

District Email: wallcity@gwtc.net

Check box or boxes below to levy maximums allowable:

- Estimated max tax dollars available: \$393,410
 Opt Out Dollars available: \$0

Opt Out Expires in:

OR

Write in specific dollar amounts below if different than above:

| | | | |
|-------------------|----|-------|----------------------|
| General Fund: | \$ | _____ | |
| Other Fund: | \$ | _____ | |
| Impose New Tax: | \$ | _____ | Approved Date: _____ |
| Opt Out Tax \$'s: | \$ | _____ | |
| New Opt Out: | \$ | _____ | Approved Date: _____ |
| Total: | \$ | _____ | |

Wall, City of - WL

Signature

Date

SECOND AMENDMENT

This SECOND AMENDMENT (this “**Amendment**”) to the Lease is entered into as of October 1, 2023, by and between the City of Wall, a South Dakota Municipality (“**Lessor**”) and Monument Health Rapid City Hospital, Inc., a South Dakota Nonprofit Corporation, (“**Lessee**”), and collectively referred to herein as the “Parties”.

WHEREAS, Lessor and Lessee are Parties to that certain Lease Agreement entered into March 1, 2014 (the “**Lease**”), with respect to the building located at 112 7th Avenue, Wall, South Dakota (the “**Leased Premises**”); and

WHEREAS, the Lease was amended on April 1, 2020 to update the Lessee’s legal name, and clarify maintenance and repair responsibilities of the Parties; and

WHEREAS, the Lease includes a provision in which the Lessee agreed to sublease a portion of the Leased Premises to Dr. Mann or any successor for the operation of a dental clinic; and

WHEREAS, Dr. Mann sold his dental practice to a successor who subsequently ceased dental operations in the Leased Premises on August 31, 2023; and

WHEREAS, Lessor notified Lessee that it is unable to locate a dentist to operate a dental clinic in the designated portion of the Leased Premises; and

NOW THEREFORE, for good and valuable consideration, the Parties agree that the Lease is amended as follows:

- 1) Section 4.1 of the Lease is amended to read as follows:

4.1 Use of Premises.

During the Lease Term, Lessee shall use the Leased Premises for the purpose of operating a rural health clinic. The Lessee shall operate the Wall Clinic in accordance with standards at least equal to those prescribed by all governmental bodies having jurisdiction over it. Lessee shall continue the level of medical services provided as of the Commencement Date unless it has first obtained the written consent of Lessee to a reduction of service. Lessee’s written consent shall not be unreasonably withheld.

The parties agree that Lessee is leasing the aforesaid Leased Premises from Lessor for the purpose of medical services only unless Lessor consents to any other use of the leased premises. Notwithstanding this provision, Lessee is not required to obtain Lessor’s consent to provide additional healthcare related services on the Leased Premises which are consistent with its mission.

- 2) All Sections of Article VII, Equipment, of the Lease are amended to read as follows:

7.1 Lessor's Equipment

All equipment, furniture, and furnishings on hand as of the Lease Commencement Date (March 1, 2014) have since been removed or will be removed (as described below in 7.3) from the Leased Premises by the Lessor.

7.2 Lessee's Equipment

All equipment, furniture and furnishings acquired by Lessee and not constituting Lessor's Equipment shall be and will remain the personal property of Lessee ("Lessee's Equipment").

7.3 Disposition of Obsolete Equipment

The Parties agree that the items listed in Exhibit A represent the remaining equipment, furniture and furnishings belonging to the Lessor, and Lessor agrees to remove the listed items from the Leased Premises within 60 days of the execution of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

"Lessor"

"Lessee"

City of Wall

Monument Health Rapid City Hospital, Inc.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Exhibit A

| City of Wall Owned Equipment & Furniture to be Removed | |
|---|---|
| Qty: | Item Description: |
| 2 | Tall Stool |
| 2 | Short Stool |
| 1 | Office Chair |
| 1 | Metal 6 Drawer Desk |
| 1 | Rolling Storage Cart - Wood Top |
| 1 | Rolling Storage Cart - Blue Top |
| 2 | Divider - Tall |
| 1 | Divider - Short |
| 2 | Dentist Chair - Power Step |
| 1 | Ultrasonic Cleaner - L&R Guantrex 140 |
| 1 | Dental Intraoral Bitewing X-Ray Machine |
| 5 | Trash Cans |
| 15 | Storage Bins - Various Size Drawer |
| 1 | Mini Fridge |

AMENDMENT TO AGREEMENT FOR CITY ATTORNEY SERVICES

This Amendment to Agreement for City Attorney Services, dated February 2017, (“*Agreement*”) is made and entered into by and between Bad River Law Professional LLC (“*Bad River Law*”) and the CITY OF WALL (the “*City*”), a municipal corporation of the State of South Dakota.

AGREEMENT

NOW, THEREFORE, and in consideration of the mutual terms and conditions set forth in the Agreement for City Attorney Services, Bad River Law Prof. L.L.C. and the City agree to amend Section 3 “**COMPENSATION**” of the Agreement as follows:

SECTION 3. COMPENSATION

Bad River Law shall be compensated under the terms of this Agreement as follows:

A. Basic Legal Services: All legal services provided by Bad River Law shall be billed to the City at the rate of \$150 per hour. Paralegal services shall be billed at the rate of \$75 per hour. All costs and expenses, except for those as set forth in Section 3.B below shall be deemed included in the foregoing hourly billing rates. In addition to the hourly rate, Bad River Law will charge \$75 per meeting for attendance at regularly scheduled City meetings and at special meetings as requested by the City. Bad River Law will charge the City for mileage at the rate of One Dollar (\$01.00) per mile for travel to and from meetings.

CITY: CITY OF WALL
Attention: Mayor of the City of Wall
PO Box 314
Wall, SD 57790

ATTORNEY: BAD RIVER LAW OFFICE
PO Box 786
Philip, South Dakota 57567

(SIGNATURE PAGE TO FOLLOW.)

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment to the Agreement for City Attorney Services in duplicate this 20th day of September, 2023.

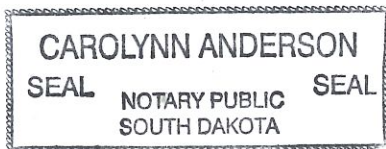
Mary Williams
MARY WILLIAMS, Mayor

Stephanie M. Trask
STEPHANIE TRASK, Attorney

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF Pennington)

On this 27 day of September, 2023, before me, the undersigned officer, personally appeared Mayor Mary Williams, 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 herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



(SEAL)

Carolynn Anderson
Notary Public*South Dakota
My Commission Expires: July 20, 2025

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF HAAKON)

On this 20th day of September, 2023, before me, the undersigned officer, personally appeared STEPHANIE TRASK, 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 herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



(SEAL)

Jari Spry
Notary Public*South Dakota
My Commission Expires: 10-20-2026