

Golf/Cemetery Board Agenda

Council Chambers, 612 N Main

1. CALL TO ORDER

2. PUBLIC INPUT - If You Need To Address The Golf/Cemetery Board On An Item That Was Not On The Agenda, Excluding Personnel Items, Please Come Forward To The Podium And State Your Name And Concern. Presentations Will Be Limited To Three Minutes. Items Will Be Considered But No Action Will Be Taken At This Time.

3. DELEGATIONS

4. Election Of Officer - Vice-President

5. Approval Of Minutes

Documents:

[11-14-2022 GOLF-CEMETERY BOARD MINUTES.PDF](#)

6. Approve Financial Reports

Documents:

[CEMETERY REVENUE-EXPENSE REPORT - 5959.PDF](#)
[GOLF COURSE REVENUE-EXPENSE REPORT - 5960.PDF](#)
[BILLS.PDF](#)

7. Clubhouse Report

Documents:

[CLUBHOUSE REPORT DEC 2022.PDF](#)
[ROUNDS PLAYED MEMBERSHIP RECAP 2022 \(002\).PDF](#)
[LAKEVIEW USGA CERTIFICATION.PDF](#)

8. Superintendent Report

Documents:

[DECEMBER 20TH 2022 BOARD REPORT.PDF](#)

9. Approve 2023-2025 Clubhouse Manager Contract

Documents:

[23-2025 GOLF CLUBHOUSE MANAGER AGREEMENT712 \(002\).PDF](#)

10. Approve Servicemen's Maintenance Contract 2023

Documents:

[SERVICEMENS MAINTENANCE CONTRACT 2023.PDF](#)

11. Approve Calvary Maintenance Contract 2023

Documents:

[CALVARY MAINTENANCE CONTRACT 2023.PDF](#)

12. Approve Legion Maintenance Contract 2023

Documents:

[LEGION MAINTENANCE CONTRACT 2023.PDF](#)

13. Approve Phase 2 Norby Contract

Documents:

[CONMITCHELLSD PHASE TWO 221216 REVISED ISSUED.PDF](#)

14. NEXT MEETING DATE

15. ADJOURNMENT

Golf/Cemetery Board Meeting
Council Chambers, 612 N Main

11/14/2022 - Minutes

1. CALL TO ORDER

Meeting called to order by Jeff McEntee, chairman at 6:29 PM

Present: Jeff McEntee, Joe Schlimgen, Terry Rietveld, Lynnette Shattuck

Staff Present: Jason Gunnare, Eric Hieb, Kevin Nelson, Angel DeWaard

2. PUBLIC INPUT - If You Need To Address The Golf/Cemetery Board On An Item That Was Not On The Agenda, Excluding Personnel Items, Please Come Forward To The Podium And State Your Name And Concern. Presentations Will Be Limited To Three Minutes. Items Will Be Considered But No Action Will Be Taken At This Time.

3. DELEGATIONS

4. Approval Of Minutes

Motion to approve the Minutes of the September 15, 2022 regular meeting as submitted. Motion Schlimgen, Second Rietveld to approve the Minutes of the September 15, 2022 meeting. Motion carried.

5. Approve Financial Reports

Motion Schlimgen, Second Shattuck to approve the Bills. Motion carried.

6. Clubhouse Report

October Lakeview Golf Course Clubhouse Report

- Revenue Report

- 2022 Rounds Played and Membership Numbers

- Rounds reached where we were last year; total this year for rounds is 24,102; last year in 2021 had a total of 24,369 for the whole year.

- Busy 2022 golf season at Lakeview. Member and public play up, events, junior golf camps and 2 state events. Last official day open for play was Sunday, November 6th.

- SDGA State Two Man slated for June 10th and 11th, 2023 at Lakeview.

- Clubhouse is cleaned up for the season.

Thanks,

Eric Hieb

2022 Rounds Played & Membership Numbers

Rounds

Sept. -Nov. 2021 Rounds Played = 5,298

Sept. -Nov. 2022 Rounds Played = 5,793

Total Rounds Played 2021 = 24,369

Total Rounds Played 2022 = 24,102

Membership

2020 Numbers

Single: 123

H/W: 86

College: 10

Student: 28

Family: 191

Total: 438

2021 Numbers

Single: 167

H/W: 110

College: 19

Student: 40

Family: 262

Total: 598

2022 Numbers

Single: 159

H/W: 110

College: 14

Student: 33

Family: 232

Total: 548

New Members: 29

Punch cards:

- 34 without Cart

- 56 with Cart

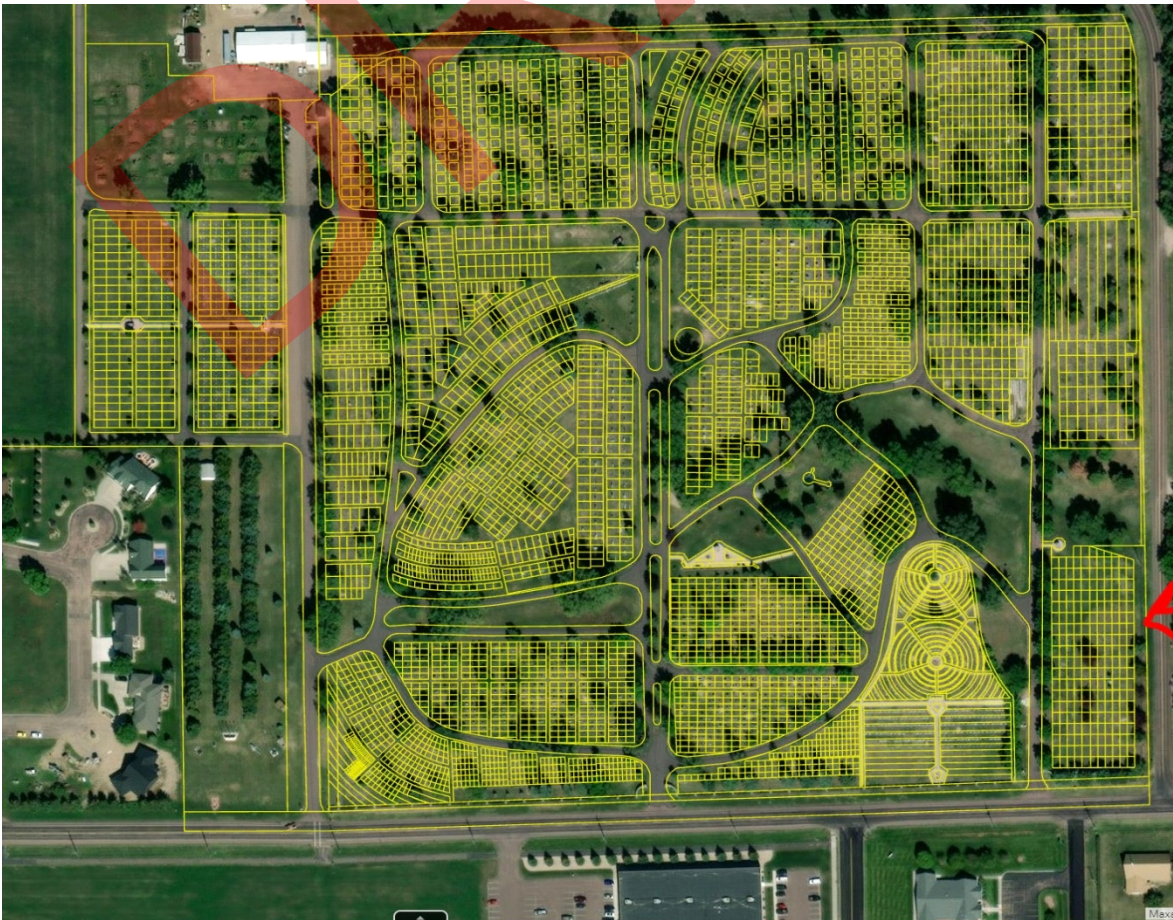
7. Superintendent Report

Golf & Cemetery Board Meeting

November 14th 2022

Cemetery

- Winterized irrigation.
- Tree work mostly done.
- Finished area for parking equipment.
- Infant section memorial.
- Had a request to put a bathroom in the cemetery.
- Purchased used OutFront mower for \$7,500.
- Digital mapping.



Community Gardens

- Cleaned out garden and got ready for winter.

Golf

- State AA tournament.
- Marked out forward tees.
- Blew out irrigation on the 2nd and 3rd November.
- Sprayed and sealed greens this week.
- Course was officially closed November 7th.
- Did not get all of my spraying for weeds done because of weather.
- MTC class did there planning project at the club house again.
- Projects for Club house in 2023.
 1. Reroute water lines.
 2. Fix Sheetrock.
 3. Fix ceiling in covered patio.
 4. Rebuild dumpster enclosure.
 5. Landscaping on north side by fuel tank.
 6. Repairs on cart sheds.
- Will be starting tree work on golf course when ground gets some frost in it.
 1. 20 some trees will be taken out.
 2. Aerial lift to clean up most trees for safety and tree health.
- Been talking with Eric on tournament scheduling.
 1. Want to be very careful on accepting new tournaments and outings.
 2. We need to balance the different wants and needs of all members while doing what is best for the golf course.
 3. Eric does an excellent job of getting regular play in before outings and after they conclude. We only restricted play around an event on a handful of times this summer. That was more than normal.
- State 2 man in June 2023.
 1. There are limited events in June so this will fit in with out much disruption.

Golf & Cemetery Superintendent

Jason Gunnare

8. Approve 2023 Proposed Fees

Gunnare reviewed the Proposed 2023 Fees with the Board. After a brief discussion, Motion Schlimgen, Second Rietveld to approve the Proposed 2023 Fees as submitted. Motion carried.

9. Discussion - Club House Manager Contract

Gunnare informed the Board there was an informal discussion meeting held recently to review the Club House Manager Contract and we are tentatively considering is to extend the contract from two to three years and then the possibility of a 6% wage increase as union contract for city employee's is a 6% wage increase for next year, in the past it is traditionally 3.5%, and then the second and third year the wage increase would be up for discussion. A formal contract will be submitted at the December meeting for approval.

10. NEXT MEETING DATE

Monday, December 12, 2022 at 5:45 PM

11. ADJOURNMENT

There being no further business the Board adjourned at 7:18 PM

DRAFT

CITY OF MITCHELL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2022

101-GENERAL
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YTD ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
CHARGES-GOODS & SERVICES	<u>126,700</u>	<u>9,550.00</u>	<u>138,439.74</u>	<u>123,124.74</u>	<u>3,575.26</u>	<u>97.18</u>
TOTAL REVENUES	126,700	9,550.00	138,439.74	123,124.74	3,575.26	2.82
<u>EXPENDITURE SUMMARY</u>						
<u>CEMETERY</u>						
SALARIES	226,339	12,561.06	176,369.77	185,967.79	40,371.21	82.16
CURRENT EXPENSES	50,950	2,254.01	50,406.98	48,224.36	2,725.64	94.65
CAPITAL OUTLAY	<u>50,677</u>	<u>7,500.00</u>	<u>37,330.00</u>	<u>14,677.00</u>	<u>36,000.00</u>	<u>28.96</u>
TOTAL CEMETERY	<u>327,966</u>	<u>22,315.07</u>	<u>264,106.75</u>	<u>248,869.15</u>	<u>79,096.85</u>	<u>24.12</u>
TOTAL EXPENDITURES	327,966	22,315.07	264,106.75	248,869.15	79,096.85	24.12
REVENUE OVER/(UNDER) EXPENDITURES	(201,266)	(12,765.07)	(125,667.01)	(125,744.41)	(75,521.59)	37.52

CITY OF MITCHELL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2022

101-GENERAL

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YTD ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>CHARGES-GOODS & SERVICES</u>						
101-348 CEMETERY PERMITS	3,500	300.00	7,150.00	4,570.00 (	1,070.00)	130.57
101-3481 CEMETERY OPENINGS	63,000	5,225.00	62,350.00	41,875.00	21,125.00	66.47
101-3482 CEMETERY LOT SALES	30,000	3,025.00	31,025.00	35,040.00 (	5,040.00)	116.80
101-3483 CEMETERY SAT FUNERAL FEE	4,000	1,000.00	5,700.00	3,850.00	150.00	96.25
101-3484 CEMETERY MAINTENANCE FEES	22,000	0.00	21,114.74	21,114.74	885.26	95.98
101-3485 COLUMBARIUM LOT SALES	<u>4,200</u>	<u>0.00</u>	<u>11,100.00</u>	<u>16,675.00</u> (	<u>12,475.00)</u>	<u>397.02</u>
TOTAL CHARGES-GOODS & SERVICES	126,700	9,550.00	138,439.74	123,124.74	3,575.26	2.82
TOTAL REVENUE	126,700	9,550.00	138,439.74	123,124.74	3,575.26	2.82

CITY OF MITCHELL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2022

101-GENERAL
CEMETERY

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YDT ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>SALARIES</u>						
101-43700-41100 SALARIES	124,644	9,522.82	90,350.20	108,659.67	15,984.33	87.18
101-43700-41110 OVERTIME	1,000	0.00	1,012.04	1,204.10 (	204.10)	120.41
101-43700-41120 PART-TIME	26,500	1,510.04	24,722.73	22,771.82	3,728.18	85.93
101-43700-41200 SOCIAL SECURITY/MEDICARE	11,639	826.70	8,420.37	9,627.04	2,011.96	82.71
101-43700-41300 RETIREMENT	7,539	571.36	5,302.69	6,587.22	951.78	87.38
101-43700-41500 GROUP INSURANCE	55,017	130.14	46,561.74	37,117.94	17,899.06	67.47
101-43700-41700 COMPENSATED ABSENCES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SALARIES	226,339	12,561.06	176,369.77	185,967.79	40,371.21	17.84
<u>CURRENT EXPENSES</u>						
101-43700-42200 PROFESSIONAL FEES/SERVIC	2,000	0.00	0.00	129.45	1,870.55	6.47
101-43700-42500 REPAIR & MAINTENANCE	3,000	140.00	2,435.52	1,901.38	1,098.62	63.38
101-43700-42510 HEADSTONE REPAIR & MAINT	1,000	400.00	12,165.07	400.00	600.00	40.00
101-43700-42600 SUPPLIES & MATERIALS	16,000	551.42	12,693.57	15,823.71	176.29	98.90
101-43700-42602 CHEMICALS	10,000	707.50	7,468.36	8,377.04	1,622.96	83.77
101-43700-42603 WEED EATERS SUPPLIES	1,500	0.00	1,509.95	1,525.33 (	25.33)	101.69
101-43700-42604 TREES, SOD & SEED	1,500	0.00	1,492.48	1,495.00	5.00	99.67
101-43700-42610 GAS & FUEL	8,000	73.23	7,053.43	9,796.40 (	1,796.40)	122.46
101-43700-42650 UNIFORMS	500	58.99	275.44	432.91	67.09	86.58
101-43700-42690 CHANGE IN INVENTORY	0	0.00	0.00	0.00	0.00	0.00
101-43700-42700 TRAVEL, CONF. & DUES	750	0.00	314.50	418.88	331.12	55.85
101-43700-42800 UTILITIES	4,500	322.87	2,766.39	4,369.69	130.31	97.10
101-43700-42830 UTILITIES-WATER/SEWER	1,000	0.00	1,152.27	854.57	145.43	85.46
101-43700-42999 REFUND OF FEES	<u>1,200</u>	<u>0.00</u>	<u>1,080.00</u>	<u>2,700.00</u> (	<u>1,500.00)</u>	<u>225.00</u>
TOTAL CURRENT EXPENSES	50,950	2,254.01	50,406.98	48,224.36	2,725.64	5.35
<u>CAPITAL OUTLAY</u>						
101-43700-43200 BUILDINGS	0	0.00	2,330.00	0.00	0.00	0.00
101-43700-43300 IMPROVEMENTS	28,500	0.00	0.00	0.00	28,500.00	0.00
101-43700-43400 MACHINERY & EQUIPMENT	<u>22,177</u>	<u>7,500.00</u>	<u>35,000.00</u>	<u>14,677.00</u>	<u>7,500.00</u>	<u>66.18</u>
TOTAL CAPITAL OUTLAY	50,677	7,500.00	37,330.00	14,677.00	36,000.00	71.04
TOTAL CEMETERY	327,966	22,315.07	264,106.75	248,869.15	79,096.85	24.12
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TOTAL EXPENDITURES	327,966	22,315.07	264,106.75	248,869.15	79,096.85	24.12
REVENUE OVER/ (UNDER) EXPENDITURES	(201,266) (	12,765.07) (	125,667.01) (	125,744.41) (	75,521.59)	37.52

WARNING 2,166 RESTRICTED ACCOUNT(S) OMITTED FROM THIS REPORT

CITY OF MITCHELL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2022

614-GOLF COURSE
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YTD ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
INTERGOVERNMENTAL REV	0	0.00	0.00	0.00	0.00	0.00
CHARGES-GOODS & SERVICES	449,100	10,319.68	522,997.00	535,526.64 (	86,426.64)	119.24
MISCELLANEOUS REVENUE	<u>4,500</u>	<u>0.00</u>	<u>8,086.00</u>	<u>372.76</u>	<u>4,127.24</u>	<u>8.28</u>
TOTAL REVENUES	453,600	10,319.68	531,083.00	535,899.40 (	82,299.40)	18.14-
<u>EXPENDITURE SUMMARY</u>						
<u>GOLF COURSE</u>						
OTHER	0	0.00	0.00	0.00	0.00	0.00
SALARIES	200,522	9,140.15	160,981.70	165,121.61	35,400.39	82.35
CURRENT EXPENSES	185,145	17,438.53	172,294.35	181,939.04	3,205.96	98.27
CAPITAL OUTLAY	<u>188,000</u>	<u>0.00</u>	<u>30,800.02</u>	<u>155,966.71</u>	<u>32,033.29</u>	<u>82.96</u>
TOTAL GOLF COURSE	<u>573,667</u>	<u>26,578.68</u>	<u>364,076.07</u>	<u>503,027.36</u>	<u>70,639.64</u>	<u>12.31</u>
TOTAL EXPENDITURES	573,667	26,578.68	364,076.07	503,027.36	70,639.64	12.31
REVENUE OVER/ (UNDER) EXPENDITURES	(120,067) (	16,259.00)	167,006.93	32,872.04 (	152,939.04)	127.38
OTHER SOURCES	64,947	0.00	3,000.00	62,982.00	1,965.00	96.97
OTHER USES	0	0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	(55,120) (	16,259.00)	170,006.93	95,854.04 (	150,974.04)	0.00

CITY OF MITCHELL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2022

614-GOLF COURSE

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YTD ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>INTERGOVERNMENTAL REV</u>						
614-33930 FEMA DISAST ASST-CFDA #97.036	0	0.00	0.00	0.00	0.00	0.00
614-33931 STATE OF SD-DISASTER ASSIST	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL INTERGOVERNMENTAL REV	0	0.00	0.00	0.00	0.00	0.00
<u>CHARGES-GOODS & SERVICES</u>						
614-3461 MEMBERSHIP FEES	155,000	4,240.64	163,918.13	159,637.48 (	4,637.48)	102.99
614-3462 RANGE MEMBERSHIP	16,000	0.00	17,488.40	18,446.46 (	2,446.46)	115.29
614-34620 RANGE BALLS	14,000	45.86	20,269.73	21,703.63 (	7,703.63)	155.03
614-34622 ADULT GREEN FEES	89,000	1,066.98	108,108.82	116,680.00 (	27,680.00)	131.10
614-34623 ADULT 9/18 SPLIT	0	0.00	0.00	0.00	0.00	0.00
614-34626 PUNCH CARDS	15,000	0.00	14,325.68	15,441.96 (	441.96)	102.95
614-3463 ELECTRIC CART & STORAGE FEE	18,000	4,154.11	19,124.74	21,058.00 (	3,058.00)	116.99
614-34630 1.5% TOURISM TAX~RANGE BALLS	200	0.69	304.10	325.64 (	125.64)	162.82
614-34631 CART RENTAL	100,000	656.34	126,600.33	129,459.52 (	29,459.52)	129.46
614-34632 LAWN BOWLING MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
614-3464 ANNUAL TRAIL FEES	18,000	9.39	19,305.18	18,105.06 (	105.06)	100.58
614-34641 LOCKER FEE	1,000	0.00	2,008.47	1,051.63 (	51.63)	105.16
614-3465 TOURNAMENT SPONSOR FEE	17,000	112.67	26,043.20	27,688.75 (	10,688.75)	162.88
614-3466 MISC/GAS/PROG/CLUBHOUSE	2,000	33.00	1,782.35	1,903.51	96.49	95.18
614-3467 ADVERTISING REVENUE (NO TAX)	3,900	0.00	3,717.87	4,025.00 (	125.00)	103.21
614-3469 INTEREST EARNED	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CHARGES-GOODS & SERVICES	449,100	10,319.68	522,997.00	535,526.64 (	86,426.64)	19.24-
<u>MISCELLANEOUS REVENUE</u>						
614-367 CONTRIBUTION FR PRIVATE SOURCE	0	0.00	3,500.00	200.00 (	200.00)	0.00
614-3671 CONTR FR PRIVATE SOURCE LAWN B	0	0.00	0.00	0.00	0.00	0.00
614-3672 CITY CONTRIBUTION	4,500	0.00	4,500.00	0.00	4,500.00	0.00
614-369 REFUNDS AND REIMBURSEMENTS	<u>0</u>	<u>0.00</u>	<u>86.00</u>	<u>172.76</u> (	<u>172.76</u>)	<u>0.00</u>
TOTAL MISCELLANEOUS REVENUE	4,500	0.00	8,086.00	372.76	4,127.24	91.72
TOTAL REVENUE	453,600	10,319.68	531,083.00	535,899.40 (	82,299.40)	18.14-

CITY OF MITCHELL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2022

614-GOLF COURSE

GOLF COURSE

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YTD ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>OTHER</u>						
614-45250-21610 ACCRUED LEAVE EXPENSE	0	0.00	0.00	0.00	0.00	0.00
614-45250-21620 PENSION EXPENSE	0	0.00	0.00	0.00	0.00	0.00
614-45250-21630 OPEB EXPENSE	0	0.00	0.00	0.00	0.00	0.00
614-45250-21670 DEPRECIATION EXPENSE	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER	0	0.00	0.00	0.00	0.00	0.00
<u>SALARIES</u>						
614-45250-41100 SALARIES	89,783	6,855.87	54,727.31	77,997.09	11,785.91	86.87
614-45250-41110 OVERTIME	750	0.00	646.50	1,237.05 (	487.05)	164.94
614-45250-41120 PART-TIME	50,000	1,183.00	64,583.31	49,765.36	234.64	99.53
614-45250-41200 SOCIAL SECURITY/MEDICARE	11,363	593.72	8,615.71	9,486.09	1,876.91	83.48
614-45250-41300 RETIREMENT	5,432	411.36	3,298.78	4,725.55	706.45	86.99
614-45250-41500 GROUP INSURANCE	43,194	96.20	29,110.09	21,910.47	21,283.53	50.73
614-45250-41700 COMPENSATED ABSENCES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SALARIES	200,522	9,140.15	160,981.70	165,121.61	35,400.39	17.65
<u>CURRENT EXPENSES</u>						
614-45250-42100 INSURANCE	9,500	0.00	9,515.40	9,279.53	220.47	97.68
614-45250-42200 GOLF PRO CONTRACT	66,525	6,298.83	70,772.24	66,701.90 (	176.90)	100.27
614-45250-42250 PROFESSIONAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
614-45250-42300 PUBLISHING	2,500	200.00	2,613.41	1,968.90	531.10	78.76
614-45250-42500 REPAIR & MAINTENANCE	18,120	3,051.05	7,580.59	6,686.08	11,433.92	36.90
614-45250-42600 SUPPLIES & MATERIALS	17,000	293.65	24,204.35	16,692.60	307.40	98.19
614-45250-42601 SUPPLIES-LAWN BOWLING	0	0.00	0.00	0.00	0.00	0.00
614-45250-42602 CHEMICALS	20,500	837.80	16,603.60	18,721.14	1,778.86	91.32
614-45250-42603 SAND/GOLF COURSE	4,000	2,911.58	4,027.53	2,911.58	1,088.42	72.79
614-45250-42604 TREES & SOD	2,500	904.08	1,950.00	2,385.05	114.95	95.40
614-45250-42610 GAS & FUEL	12,000	73.23	11,600.77	17,797.06 (	5,797.06)	148.31
614-45250-42650 UNIFORMS	500	49.99	141.99	452.91	47.09	90.58
614-45250-42690 CHANGE IN INVENTORY	0	0.00	0.00	0.00	0.00	0.00
614-45250-42700 TRAVEL, CONF. & DUES	1,000	0.00	944.99	980.74	19.26	98.07
614-45250-42800 UTILITIES	14,500	2,794.51	14,931.22	18,892.76 (	4,392.76)	130.29
614-45250-42830 UTILITIES-WATER/SEWER	1,300	0.00	1,480.97	1,555.32 (	255.32)	119.64
614-45250-42920 COMPUTER SOFTWARE	15,000	0.00	3,382.45	16,622.81 (	1,622.81)	110.82
614-45250-42931 SALES TAX	200	23.81	269.84	290.66 (	90.66)	145.33
614-45250-42940 LIABILITY CLAIM	0	0.00	0.00	0.00	0.00	0.00
614-45250-42999 REFUNDS	<u>0</u>	<u>0.00</u>	<u>2,275.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CURRENT EXPENSES	185,145	17,438.53	172,294.35	181,939.04	3,205.96	1.73

CITY OF MITCHELL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2022

614-GOLF COURSE

GOLF COURSE

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YDT ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>CAPITAL OUTLAY</u>						
614-45250-43200 BUILDINGS	0	0.00	0.00	0.00	0.00	0.00
614-45250-43300 IMPROVEMENTS	108,000	0.00	15,300.02	53,862.71	54,137.29	49.87
614-45250-43400 MACHINERY & EQUIPMENT	<u>80,000</u>	<u>0.00</u>	<u>15,500.00</u>	<u>102,104.00</u>	<u>(22,104.00)</u>	<u>127.63</u>
TOTAL CAPITAL OUTLAY	188,000	0.00	30,800.02	155,966.71	32,033.29	17.04
TOTAL GOLF COURSE	573,667	26,578.68	364,076.07	503,027.36	70,639.64	12.31
	=====	=====	=====	=====	=====	=====
TOTAL EXPENDITURES	573,667	26,578.68	364,076.07	503,027.36	70,639.64	12.31

REVENUE OVER/ (UNDER) EXPENDITURES	(120,067)	(16,259.00)	167,006.93	32,872.04	(152,939.04)	127.38
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OTHER FINANCING SOURCES

614-3900 FROM GENERAL FUND	59,947	0.00	0.00	59,947.00	0.00	100.00
614-39104 DAMAGE/LOSS REIMB-CAPITAL ASSE	0	0.00	0.00	0.00	0.00	0.00
614-39127 NOTE PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
614-39131 SALE OF FIXED ASSETS~EQUIP	<u>5,000</u>	<u>0.00</u>	<u>3,000.00</u>	<u>3,035.00</u>	<u>1,965.00</u>	<u>60.70</u>
TOTAL OTHER FINANCING SOURCES	64,947	0.00	3,000.00	62,982.00	1,965.00	3.03

OTHER FINANCING USES

614-49000-51100 TRANSFER OUT TO GENERAL	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER USES	0	0.00	0.00	0.00	0.00	0.00

REVENUES & OTHER SOURCES OVER

(UNDER) EXPENDITURES & OTHER (USES)	(55,120)	(16,259.00)	170,006.93	95,854.04	(150,974.04)	273.90
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11/03/2022 9:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 53

PACKET: 06311 MEETING 11.07.2022

VENDOR SET: 01

FUND : 614 GOLF COURSE

DEPARTMENT: 5250 GOLF COURSE

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNKINGS SUPPLY INC					
		I-1485624	614-45250-42650	UNIFORMS SHIRT, SERVICE LITE	194888	49.99
		I-1497207	614-45250-42600	SUPPLIES & MA CABLE TIES	194888	37.98
01-00436	CHS FARMERS ALLIANCE					
		I-IF4015	614-45250-42610	GAS & FUEL FUEL	194758	73.23
01-00671	VAN DIEST SUPPLY CO					
		I-1082	614-45250-42602	CHEMICALS HERBICIDE, RAINSHIELD	194927	837.80
01-00712	NAPA CENTRAL					
		I-775168	614-45250-42600	SUPPLIES & MA COUPLER	194855	3.70
01-01199	STURDEVANTS - MITCHELL					
		I-815001362	614-45250-42600	SUPPLIES & MA BATTERY	194909	76.67
01-01404	MITCHELL IRON & SUPPLY					
		I-77387	614-45250-42500	REPAIR & MAIN TUBES, YOKE, PINS	194849	587.44
01-01830	NORTHWESTERN ENERGY & C					
		I-2581639-8-10/22	614-45250-42800	UTILITIES 700 W 23RD AVE	194858	105.15
		I-2581643-0-10/22	614-45250-42800	UTILITIES GOLF PUMP 100 E	194858	1,595.16
		I-2581875-8-10/22	614-45250-42800	UTILITIES GOLF CLUB HOUSE	194858	503.54
		I-2581876-6-10/22	614-45250-42800	UTILITIES GOLF CART SHED	194858	51.47
		I-2939180-2-10/22	614-45250-42800	UTILITIES 825 INDIAN VILLAGE RD	194858	225.47
01-02051	MIDCONTINENT COMMUNICAT					
		I-02603670212943	614-45250-42800	UTILITIES ACCT #026306702	194841	135.39
01-02679	MENARD'S INC					
		I-43790	614-45250-42600	SUPPLIES & MA MARINE	194834	13.44
01-02880	TECNE TRUE VALUE HARDWA					
		I-B263147	614-45250-42600	SUPPLIES & MA ANTIFREEZE	194913	22.75
01-07696	FERGUSON WATERWORKS #25					
		I-0441920-1	614-45250-42500	REPAIR & MAIN FIELD DECODER	194789	444.06
		I-0442122A	614-45250-42600	SUPPLIES & MA DELIVERY FEES	194789	12.24
01-07716	SAGA COMMUNICATIONS OF					
		I-1K-12209101015	614-45250-42300	PUBLISHING LIVE INTERVIEWS	194892	200.00
01-08892	ERIC HIEB					
		I-10312022	614-45250-42200	GOLF PRO CONT BASE CONTRACT	194801	5,601.14
		I-10312022A	614-45250-42200	GOLF PRO CONT CLOVER CC FEES	194801	697.69
01-09703	AMAZON CAPITAL SERVICES					
		I-11LV-7C1D-MWCM	614-45250-42600	SUPPLIES & MA TIRE VALVE, UNIFORM	194726	21.84
		I-1DCT-V4NG-7WDR	614-45250-42500	REPAIR & MAIN VALVE STEM, BATTERY BACKUP	194726	637.98
DEPARTMENT 5250 GOLF COURSE					TOTAL:	11,934.13

FUND 614 GOLF COURSE TOTAL 11,934.13

11/17/2022 9:11 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 51

PACKET: 06323 MEETING 11.21.2022

VENDOR SET: 01

FUND : 614 GOLF COURSE

DEPARTMENT: 5250 GOLF COURSE

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-12781	614-45250-42600	SUPPLIES & MA POSTAGE	195063	1.20
01-00525	DAKOTA PUMP INC					
		I-16244	614-45250-42500	REPAIR & MAIN SERVICE COMPUTER	194980	382.65
01-01404	MITCHELL IRON & SUPPLY					
		I-77519	614-45250-42600	SUPPLIES & MA V BELT	195039	85.84
01-01518	VERIZON WIRELESS					
		I-919323867	614-45250-42800	UTILITIES ACCT #886931646-00001	195100	42.94
01-02051	MIDCONTINENT COMMUNICAT					
		I-02630670213000	614-45250-42800	UTILITIES ACCT #026306702	195030	135.39
01-04855	S & S WILLERS INC					
		I-129021	614-45250-42603	SAND/GOLF COU BUNKER SAND	195070	1,467.50
		I-129052	614-45250-42603	SAND/GOLF COU BUNKER SAND	195070	1,444.08
01-07696	FERGUSON WATERWORKS #25					
		I-0448148	614-45250-42500	REPAIR & MAIN SURGE ARRESTORS	194996	998.92
01-08130	C & B OPERATIONS LLC					
		I-11932004	614-45250-42600	SUPPLIES & MA SEAL, FILTERS	194963	17.99
01-09058	SITEONE LANDSCAPE SUPPL					
		I-124714587-001	614-45250-42604	TREES & SOD LESCO SEED MIXTURE	195080	904.08
DEPARTMENT 5250 GOLF COURSE					TOTAL:	5,480.59
FUND 614 GOLF COURSE					TOTAL:	5,480.59

PACKET: 06311 MEETING 11.07.2022

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 3700 CEMETERY

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-12356	101-43700-42600	SUPPLIES & MA POSTAGE	194880	1.80
01-00424	RUNNINGS SUPPLY INC					
		I-1485624	101-43700-42600	SUPPLIES & MA SHIRT, SERVICE LIFE	194888	95.98
		I-1498215	101-43700-42600	SUPPLIES & MA TIRE MARKER,RUBBER CEMENT	194888	96.14
		I-1506517	101-43700-42600	SUPPLIES & MA TAPE MEASURE,BULBS	194888	57.97
		I-1506742	101-43700-42600	SUPPLIES & MA BLADES	194888	16.38
01-00436	CHS FARMERS ALLIANCE					
		I-IF4015	101-43700-42610	GAS & FUEL FUEL	194758	73.23
01-00671	VAN DIEST SUPPLY CO					
		I-1082	101-43700-42602	CHEMICALS HERBICIDE,RAINSHIELD	194927	707.50
01-01199	STURDEVANTS - MITCHELL					
		I-815001362	101-43700-42600	SUPPLIES & MA BATTERY	194909	76.66
		I-815002262	101-43700-42600	SUPPLIES & MA TOOLBOX APPLICATIONS	194909	45.78
01-01490	MUELLER LUMBER CO. INC.					
		C-293600	101-43700-42600	SUPPLIES & MA DISCOUNT MISSED ON INVOICE	194852	0.52-
01-01830	NORTHWESTERN ENERGY & C					
		I-2581639-8-10/22	101-43700-42800	UTILITIES 700 W 23RD AVE	194858	105.15
		I-2581641-4-10/22	101-43700-42800	UTILITIES W 23RD	194858	13.59
		I-2581642-2-10/22	101-43700-42800	UTILITIES 600 W 23RD AVE PUMP	194858	132.56
01-02950	TRACTOR SUPPLY CREDIT P					
		I-438975	101-43700-42600	SUPPLIES & MA FLAGS YC HOOK	194918	72.95
01-09490	UGATE STORE INC					
		I-101262	101-43700-43400	MACHINERY & E TORO GROUNDMASTER	194923	7,500.00
01-09703	AMAZON CAPITAL SERVICES					
		I-111LV-7C1D-MWCM	101-43700-42650	UNIFORMS TIRE VALVE, UNIFORM	194726	58.99
		I-1DCT-V4NG-7WDR	101-43700-42600	SUPPLIES & MA VALVE STEM,BATTERY BACKUP	194726	8.99
DEPARTMENT 3700 CEMETERY					TOTAL:	9,063.15

11/17/2022 9:11 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

PACKET: 06323 MEETING 11.21.2022

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 3700 CEMETERY

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01404	MITCHELL IRON & SUPPLY					
		I-77473	101-43700-42600	SUPPLIES & MA BALL BEARING	195039	41.83
01-01518	VERIZON WIRELESS					
		I-919323867	101-43700-42800	UTILITIES ACCT #886931646-00001	195100	71.57
01-02495	SCOTT SUPPLY CO.					
		I-2730P	101-43700-42500	REPAIR & MAIN BUSHINGS	195076	50.00
		I-2752PA	101-43700-42500	REPAIR & MAIN PINS	195076	90.00
01-02679	MENARD'S INC					
		I-44103	101-43700-42600	SUPPLIES & MA GLUE,WHEEL	195025	17.46
01-06461	YOUNG GRAVE SERVICE					
		I-1622	101-43700-42510	HEADSTONE REP RESET STONE FOUNDATION	195106	400.00
				DEPARTMENT 3700 CEMETERY	TOTAL:	670.86

November Lakeview Golf Course Clubhouse Report

- Revenue Report - Questions
- 2022 Rounds Played and Membership Numbers
- SDGA Course Rating Review/Discussion (Slope and Course Rating Change/ hardest handicap holes changed due to Triad System the USGA uses – started in 2020)
- Tentative Schedule of Events
- Prices will be changed for 2023 Season after the 1st of the year
- Did my Holiday Golf Sale at the clubhouse this year Friday and Saturday, December 16th and 17th.

Thanks,

Eric Hieb

2022 Rounds Played & Membership Numbers

Rounds

Sept.-Nov. 2021 Rounds Played = 5,298

Sept.-Nov. 2022 Rounds Played = 5,793

Total Rounds Played 2021 = 24,369

Total Rounds Played 2022 = 24,102

Membership

2020 Numbers

Single: 123

H/W: 86

College: 10

Student: 28

Family: 191

Total: 438

2021 Numbers

Single: 167

H/W: 110

College: 19

Student: 40

Family: 262

Total: 598

2022 Numbers

Single: 159

H/W: 110

College: 14

Student: 33

Family: 232

Total: 548

New Members: 29

Punch cards:

- 34 without Cart
- 56 with Cart

Course Rating and Slope Rating

Certified By: **SOUTH DAKOTA GOLF ASSOCIATION**

Authorized Golf Association

Joel McCartney

Name

SDGA Director of Course Rating

Title

21-Nov-2022

Effective Rating Date

Explanation:

A Course Rating is the evaluation of the playing difficulty of a course for scratch golfers under normal course and weather conditions. It is expressed as strokes taken to one decimal place, and is based on yardage and other obstacles to the extent that they affect the scoring ability of a scratch golfer.

A Slope Rating evaluates the relative playing difficulty of a course for players who are not scratch golfers. The lowest Slope Rating is 55 and the highest is 155. A golf course of standard playing difficulty has a Slope Rating of 113.

Course ratings are determined, by permission of the World Handicap System, in accordance with the Course Rating System™ for the purpose of providing a uniform basis of which to issue a Handicap Index. Course Rating, Slope Rating®, and Handicap Index® are marks owned by the World Handicap System and may only be used in connection with the World Handicap System™.

Tee Name	Length	Gender	Course Rating™/ Slope Rating	Front Nine	Front Nine Par	Back Nine	Back Nine Par	Total Par
BLUE	6551	Men	71.9/119	35.7/114	36	36.2/123	36	72
WHITE	6232	Men	70.2/117	34.8/112	36	35.4/121	36	72
GOLD	5777	Men	68.3/112	33.8/108	36	34.5/116	36	72
RED	5646	Men	67.5/115	33.3/111	36	34.2/118	36	72
BLUE	6551	Women	77.5/129	38.5/125	36	39.0/132	36	72
WHITE	5777	Women	75.6/127	37.5/124	36	38.1/130	36	72
GOLD	5777	Women	73.2/122	36.3/119	36	36.9/125	36	72
RED	5646	Women	72.7/114	35.9/114	36	36.8/113	36	72

Golf & Cemetery Board Meeting

December 20th 2022

Cemetery

- Bathroom request.
- Had to thaw two graves then frost went out.
 - o With snow cover it will insulate the ground.
 - o We normally would be thawing all graves by now.
- Street department has hauled out some of our stock piled trees.
- Asset and Supply Inventory.
- Mower arrived last week.
- Equipment maintenance.

Community Garden

- Working on Web page.
 - o Rules.
 - o When people can plant.
 - o How and when to sign up.
 - o Reminders.

Golf

- Tree removal.
 - o 12 trees mainly on #1, #9, #10.
 - o Also removed couple along OB by #10 green.
- Equipment maintenance.
- Equipment evaluations.
- Snow removal.
- Started grinding reels.
- Making plans for 2023.
- Club house improvements.
- Organizing shop and around the shop.

Golf & Cemetery Superintendent

Jason Gunnare

CLUBHOUSE MANAGER AGREEMENT

THIS AGREEMENT, made and entered into as of the date subscribed below, by and between the City of Mitchell, a South Dakota municipal corporation, hereafter “City”, and Eric Hieb, hereafter “Manager”; and

WHEREAS the purpose of this Agreement is for the operation of the Lakeview Municipal Golf Course Clubhouse (hereafter “Clubhouse”), clubhouse concessions, and other things and matters as hereafter more fully specified.

THEREFORE, in consideration of the mutual covenants by each party to be performed as herein contained, the parties agree to terms and conditions as follows:

The term “City” as used in this Agreement shall include the Golf Superintendent (hereafter “Superintendent”), the Mayor or the Mayor’s administrative assistant, the City Council in actions taken as the governing body of the City, and any other City officer as shall be indicated by the context of the use of the term “City”.

This contract is for the term commencing January 1, 2023 and terminating December 31, 2025 and covering each annual golf season occurring within said term as set forth in Exhibit A which is attached hereto and incorporated by reference.

A. MANAGER AGREES TO PROVIDE OR PERFORM THE FOLLOWING:

1. Manager shall manage and operate the Clubhouse in accordance with this Agreement during the golf season, and from the seasonal beginning and ending dates as shall be requested by the Superintendent. It is anticipated that the dates of operation of the Clubhouse for the season will be from March 15 through November 30 of each golf season during the term of this Agreement. The actual dates of operation of the Golf Course may be varied by the Superintendent due to weather or other factors in the sole discretion of the Superintendent.
2. Manager shall collect fees for and on behalf of the City in the amounts which shall be determined by the City. Manager shall also collect any applicable sales tax upon, including but not limited to, the following items:
 - a. greens fees, punch cards, and memberships
 - b. tournament fees (sponsor and participant)
 - c. cart trail fees (annual and daily)
 - d. cart electrical fees
 - e. locker rent fees
 - f. cart storage fees
 - g. cart rental (annual and daily)
 - h. range use fees (annual and daily)

Manager shall deposit said funds and provide any documentation and reporting of fee collection, tee times, and supporting data as directed by the City. It is specifically understood that the daily cart fee covers only private carts brought onto the course and which have not paid the annual trail fee. Manager shall submit to the City a daily account of each day's total receipts in the specific manner which the City shall direct, together with the daily cash register Point of Sale (hereafter "POS") printout, and the daily total cash receipts and cash POS records, together with an itemized account of each day's transactions. Manager shall make the daily deposits as directed by the City or, in the sole discretion of the City, be subject to a 2% daily penalty for the day's total receipts for any day which the daily deposit is not made by the following business day. Collection of penalty by the City shall not constitute a waiver of such material breach of this Agreement. Manager shall submit monthly accounting of information and itemization of accounts and records as the City shall direct.

The City Finance Officer may conduct reviews or audits of the personal business accounts of the Manager at any and all reasonable times and places. The City Finance Officer may also require additional reporting requirements as deemed appropriate in City's sole discretion. Failure to cooperate with the City Finance Officer may, at the sole discretion of City, be deemed a material breach of this contract for which there is no cure.

At no time shall Manager interfere with the City taking daily, weekly, or monthly readings of POS records from the main computer as needed to verify proper revenue handling of funds by the Manager and his employees. Manager shall be liable for repayment of funds arising from any substantiated act(s) of embezzlement by the Manager and/or his employees, irrespective of criminal prosecution/conviction. Manager shall fully cooperate in this procedure.

3. Manager shall comply with the accounting procedures set forth herein and any subsequent amendments to the same during the term of this Agreement, and in respect to the collection and reporting of the fees and charges provided for in this Agreement, including, but not limited to, the following:
 - a. Cash registers and POS system (which shall be property of the City) shall be programmed to account separately for all the fees and charges to be collected for and on behalf of the City in a manner that shall be directed by the City.
 - b. All cash register voids regarding charges to be collected on behalf of the City shall be explained and supported by proper documentation. Such explanation and documentation shall be provided to the City by the Manager for each voided transaction on a daily basis and shall be submitted to the City automatically.
 - c. All daily and annual receipts voided shall have all carbon, NCR paper, or other supporting documentation intact. Any missing copies, numbered bag tags, or missing tickets in respect to fees shall be charged to the Manager as 18-hole greens fees in respect to daily greens fees, actual punch card value, and as a single family base

annual membership in respect to numbered tags, receipts, etc. in respect to annual membership fees.

- d. In regard to rain check or similar refunds where the carbon copy of the ticket is remitted to the patron prior to issuing the refund, an accounting or written statements in a form designated by the City may be remitted in lieu of the original carbon copy of the ticket. Any refund or rain check of funds shall be documented and presented to the City with the daily transaction report.
 - e. Seasonal fee receipts shall be dated and have the names of the purchaser and persons purchased for written on them. Daily fee patrons will receive register receipt for on course validation of payment. No golf play will be allowed unless the fees are collected and proper receipts have been filled out.
4. Manager shall keep, maintain, and enforce proper order on the Golf Course and in the Clubhouse. Manager shall control traffic and play on the Golf Course to ensure orderly and expeditious play in accordance with the guidelines set by the Superintendent and Lakeview Golf Course Board, which shall be communicated to the Manager in writing.
5. Manager shall open the Clubhouse at the following times:

March 15 to March 31:	8:00 A.M. (weather dependent)
April 1 to April 30:	7:00 A.M.
May 1 to May 31:	6:30 A.M.
June 1 to August 31:	6:00 A.M.
September 1 to September 30:	7:00 A.M.
October 1 to November 30:	8:00 A.M. (weather dependent)

Manager shall keep the Clubhouse open continuously thereafter until the Golf Course closes or until nightfall makes continued golfing unsafe or unreasonable. The City may vary the opening time requirements as may be appropriate upon conditions and circumstances but shall not require the Manager to open the Clubhouse earlier than the above specified times. Manager further agrees to maintain and operate, during the hours of Golf Course operation, a concession, beverage cart, and pro-shop for the sale of lunches, golf equipment and supplies, soft drinks, beer, and other such sundry items as shall be appropriate to the operation of the Clubhouse and pro-shop. Manager shall take input in regards to the selection of food items in cooperation with the City and Lakeview Golf Course Board. If necessary to meet the needs of the public, the City or the Lakeview Golf Course Board may require certain food items to be supplied by the Manager for sale to the public with the Manager retaining all income from sale of said items. Manager shall maintain personal presence and hours of management adequate to ensure operation of the Clubhouse for the benefit of the golfing public as shall be satisfactory to the City.

6. Manager shall collect the fees charged to personal locker patrons at the set fee of \$32.00 per locker per season and deposit funds to the City as required. Locker rental records

shall be maintained and current. Manager shall keep locker rented and a waiting list current of those wishing to rent lockers.

7. Manager shall pay all bills in connection with the operation of the concessions and pro-shop and shall indemnify and hold harmless the City, its agents, and employees from any and all claims of any kind or nature whatsoever which arise from or in connection with the operation of said concessions and pro-shop by Manager. Manager shall maintain a credit rating with the suppliers, manufacturers, and others so as not to discredit the reputation of the City. Manager shall have no authority to incur expenses on behalf of the City and shall not hold himself out as an agent of the City.
8. Manager shall provide golf equipment sales and service as appropriate for the pro-shop.
9. Manager shall provide, at his own expense, hand pull carts for rental and shall retain all income from therefrom.
10. Manager shall, on behalf of the City, handle and manage the leasing of motorized carts owned by the City. A valid driver's license is required to operate public or private carts. A motorized cart rental waiver of liability form (in such form as shall be provided by the City) shall be signed by each person renting and operating a cart upon the Golf Course. Manager shall maintain a waiting list of names of persons desiring cart storage in the City storage facilities.
11. Manager shall provide golf instruction. To the extent practical, and in accordance with the needs of the public, lessons and teaching schedules during the season shall be scheduled so as not to interfere with the regular play on the Golf Course. Use of the Golf Course by the Mitchell High School for the Golf Team shall be regulated by the City.
12. Manager shall submit to the City and maintain in effect during the term of this Agreement a surety bond in favor of the City in the penal sum of Fifty Thousand Dollars (\$50,000.00) to bind the Manager to the faithful performance of his/her duties and to cover any redemption of outstanding gift certificates to the patrons and tournament players of the Golf Course to cover the fees for which Manager has collected and is owing to the patrons and players.
13. Manager shall devote time, attention, and energies as shall be necessary to the performance of his duties. Manager shall have no other outside employment during the golf season without the written permission of City.
14. In cooperation with the City, the Lakeview Golf Course Board, and the Superintendent, Manager shall conduct tournaments and shall initiate and promote golf activities for the members and guests. All tournaments are to be approved by the Superintendent and Lakeview Golf Course Board. A schedule of tournaments or other special events shall be remitted by the Manager to the Superintendent one week prior to the end of each month. Any changes in regard to any scheduled event shall be submitted to the Superintendent in writing at least three days prior to the event, and shall be subject to approval of the

Superintendent. It is further understood that the final starting times or formats of the events will not be changed ahead of the pre-scheduled times without notice being given to the Superintendent or other designated contact. Superintendent shall have authority to delay the start of any event or play as needed to protect the Golf Course from damage by inclement weather conditions. Superintendent shall make every reasonable effort to minimize any delay, but shall have the sole discretionary authority to designate the time for commencement of play upon the Golf Course whenever inclement weather conditions justifies delay.

15. MANAGER SHALL BE AN INDEPENDENT CONTRACTOR AS TO ALL ASPECTS OF THIS AGREEMENT AND NO EMPLOYER/EMPLOYEE RELATIONSHIP, EXPRESS OR IMPLIED, SHALL ARISE BETWEEN CITY AND MANAGER FROM THIS AGREEMENT. Manager acknowledges that in regard to the operation of the Clubhouse, he is expected to cooperate with the Superintendent, Lakeview Golf Course Board, and City and shall abide by City requests whenever possible. The executive officer of the City for purposes of this Agreement shall be the Mayor (or the Mayor's designee). Manager shall, during the golf season, attend the regular meetings of the Lakeview Golf Course Board unless the Superintendent notifies the Manager that attendance is not required. Current agendas of Board meetings shall be posted in the Clubhouse by Manager.
16. Manager shall observe and comply with all federal, state and local laws applying to Manager's operation of the Golf Course, Clubhouse, concessions, and pro-shop including equipment regulations and any other rules and regulations in respect to activities and operations related or arising from such activities. Manager shall provide at his sole cost all insurance required for the operation of this type of business, including but not limited to public liability, dram shop, inventory replacement, and product liability. A current certificate of proof of insurance being in effect shall at all times be filed at the City Finance Office and a copy of in force insurance provided to the Superintendent. The City shall be named as an additional insured in the policies. Dram shop insurance and liability insurance shall be required to have a \$1 million dollar coverage minimum. Manager shall keep a monitoring and usage record on the gas tank installed at the Clubhouse for the sale of gasoline to the cart owners and for rental cart business along the guidelines specified by the Above Ground Storage Tank.
17. Regulations by the EPA and DENR. The parties acknowledge that the gasoline fuel tanks above referenced are owned by the City and have been installed according to proper regulations and the area tested and found free of petroleum contamination. Manager assumes no responsibility for petroleum contamination as a result of the installation of this tank. Manager shall be responsible to ensure that proper procedures are observed and used in respect to the dispensing of petroleum products. Manager is responsible to train his staff in proper dispensing of petroleum along lawful guidelines and is responsible for any contamination caused by improper dispensing practices by Manager and his employees. Manager will keep accurate records of petroleum products sold to customers and will be reimbursed by the City for such sales. Profits from this sale of petroleum products are property of the City and not Manager. A set markup of minimum

fifty (50¢) cents per gallon will be charged to defray the City's expense of tank maintenance and replacement.

18. Manager shall provide adequate staff at his own expense and shall ensure that the staff is properly trained and supervised in the operation of the Clubhouse concessions, course play, POS revenue handling, tee times, and traffic during Manager's absence from the Clubhouse. Manager shall ensure that a capable and responsible person is in charge of all management duties during any time he is absent from the Clubhouse.
19. Manager shall cause the Clubhouse lobby, restrooms, locker rooms, showers, and all fixtures thereto to be cleaned daily to the satisfaction of the Supervisor. The Manager shall be responsible for litter cleanup within 100 feet of the Clubhouse. Manager shall in the fall of the year, and prior to vacating the Clubhouse premises, thoroughly clean or cause to be thoroughly cleaned the entire Clubhouse premises, including fixtures. Manager will be liable for costs of damage to the Clubhouse caused by himself or his employees.
20. The City shall be primarily responsible for the picking of range balls, but due to the circumstances at various times, Manager or his staff will be required to pick balls as needed should the dispenser run out of balls. Manager or his staff will also pick range baskets up as needed during times of heavy use to ensure that patrons have baskets and balls for their range use at the dispenser. SDGA event players will be given two (2) tokens per day for use if they request range use during a SDGA tournament. Open or free range use shall not be allowed for any group other than Mitchell High School golf teams. Manager is to notify Supervisor if any School team has used the range heavily and the range subsequently needs picking. School Golf Teams are to assist in picking balls after heavy use to ensure that patrons wanting to use the range after them have adequate balls for use. It is understood that they just pick enough balls for customer use after them for what would be considered normal evening or weekend usage. It will be the Manager's duty to ensure that the practice ball dispenser level is adequate for anticipated usage needs and resupply balls until the City can pick the range of all practice balls.
21. Manager shall keep accurate records of gift certificates issued to the patrons of the Clubhouse; and upon final termination of the Manager's operation of the Clubhouse, Manager shall deposit with the City the cash equivalent of all valid unredeemed gift certificates and an accounting of outstanding certificates. In such event, the City shall be responsible for the redemption or repurchase of the remaining valid and outstanding gift certificates at their face value.

B. THE CITY AGREES TO PERMIT, PROVIDE, OR PERFORM THE FOLLOWING:

1. City shall permit Manager to use and occupy the Clubhouse for the purposes and according to the terms specified herein without charge, and shall permit the Manager to operate a concession and golf pro-shop business in the Clubhouse, including the sale of lunches golf equipment and supplies, carbonated beverages, beer, and similar sundries, as

well as golf club rentals, pull carts, and golf lessons (group or private), and such other services as are appropriate and not objected to by the City.

2. City shall provide and maintain a utility service, including gas, electricity, basic phone service (up to two lines), internet and cable TV to the Clubhouse. Manager shall pay all long distance charges which are charged on a City provided line in the Clubhouse. A 900 number block will be installed on the City lines. Any long distance charges or fees on City provided lines other than the basic monthly service fee will be billed to Manager and/or taken out of any salary or commissions due to Manager.
3. City shall furnish all necessary sanitary supplies, such as toilet tissues, paper towels for the restrooms, and cleaning supplies used in the Clubhouse. City will pay for cash register tapes and printing of receipts necessary for the City revenue collection. City shall pay the cost of POS system maintenance and licensing.
4. Upon presentation of records or carbon copies of credit card receipts for payment of fees collected by the Manager on behalf of the City, the City will reimburse Manager for the actual expenses charged to the Manager for credit card services in regard to such City fees and charges when paid by credit card and paid by the Manager to a credit card company. The payments shall be based on the ratio of the total of all sums charged (minus any penalties and interest) in proportion to the sum of the City business charged. The City shall not be obligated to make any such reimbursement in regard to any expense record presented to the Superintendent or City Finance Officer after December 31 of each contract year.
5. City shall provide repairs and maintenance of the Clubhouse structure at no expense to Manager unless such repairs and maintenance are caused by Manager or his employees. No alterations to the Clubhouse structure or fixtures will be allowed except when approved by the City.
6. City shall be paid a tournament entry of \$20.00 per player entered into any tournament held at Lakeview Golf Course, or such other fee as set by the Lakeview Golf Course Board. This payment will come from tournament entry fees paid by the players in addition to any tournament fees. Manager shall provide Superintendent and the Golf Course Board a breakdown of tournament payouts including individual, flight, and total participant numbers, gross receipts, and net payout for each event. City and Golf Board reserves the right to set the payout percentage for events hosted.
7. City shall pay the Manager the remuneration set forth in Exhibit A which is attached hereto and incorporated by reference.
8. If City and Manager do not agree to a continuation of Manager's services for the golf season following the termination of this Agreement by January 15, 2026, Manager shall vacate and remove all of his property of every kind from the Lakeview Golf Course Clubhouse on or before the date of February 15, 2026.

C. GENERAL PROVISIONS

1. If Manager fails, or for any reason becomes unable, to operate and perform his obligations and duties as required by this Agreement in a manner satisfactory to the City, the City may terminate this Agreement after providing written notice of termination, stating the material breach giving grounds for termination, and allowing fifteen (15) days for Manager to cure said material breach (unless cure is impossible). Nothing in this Agreement shall obligate either party to agree to any proposal advanced by the other party in regard to renegotiation of terms. No renewal or extension of this Agreement or rights granted beyond the stated term shall be implied. Any renewal or extension of this Agreement or rights granted hereunder must be in writing and duly executed by the parties to be effective.
2. It is further understood and agreed by and between the parties that the position of Manager constitutes a position of key responsibility to the successful operation of the Lakeview Municipal Golf Course for the benefit of all the citizens of the City of Mitchell and the public at large. Accordingly, Manager shall use his best efforts to promote the Lakeview Municipal Golf Course and the City of Mitchell. The Superintendent shall be principally responsible for the operations of the Lakeview Municipal Golf Course and its operations, including Clubhouse operations, and Manager shall coordinate in operation and matters as necessary with the Superintendent. Policies for the operation of the Golf Course and the Clubhouse may be established by the City through the Lakeview Golf Course Board; provided however, that the governing body of the City is the final City authority in regard to matters relating to this Agreement and the operation of the Golf Course and Clubhouse.
3. It is specifically understood and agreed that in the event of termination as described above, the City shall have no further liability to Manager and reserves the right to repossess itself of the Clubhouse premises and all the rights and privileges granted hereunder.
4. This Agreement between the City of Mitchell and Manager is personal and may not be assigned, in whole or in part, without written consent of the City.
5. This Agreement sets out the duties and obligations of the Manager. For the purpose of this Agreement, the term "Manager" shall also include the staff and employees, whether paid or volunteer, of Manager where the context so requires. The City requires that annual background checks for the Manager and his staff and employees in accordance with the background check policy as adopted by the City. All employees or volunteers working or volunteering on the Golf Course under the supervision of Manager or his employees are subject to the approval of Superintendent. City may, without explanation or reason, request the termination of any employee or volunteer of the Manager.
6. It is further understood and agreed that there have been no other agreements either written or oral, express or implied, between the parties and that this Agreement constitutes the entire agreement of the parties.

7. Manager expressly agrees that no employee, patron, or other person shall be discriminated against on the basis of race, color, religion, national origin, age, marital status, gender identity, sexual orientation, disability, or any other characteristic protected by federal state or local law. Any substantiated acts of discrimination may, at the sole discretion of City, be deemed a material breach of this Agreement for which there is no cure.

IN WITNESS WHEREOF, the Parties hereunto affixed their hands and seals this _____ day of _____, 2023.

CITY OF MITCHELL

BY: _____
Jeff McEntee – Golf & Cemetery Board President

Attest:

Michelle Bathke – Finance Officer

MANAGER

EXHIBIT A

1. The annual sum of \$56,736.00 per year, which shall be paid monthly in equal installments (yearly amount divided by number of contract months in that year), commencing the end of the first full month after this contract is entered into by the City and Manager. This amount may be adjusted by mutual agreement of the parties for years 2 and 3 of the contract term. All payments will coincide with the first City Council meeting of the month and checks issued in that normal City payment cycle. The City shall be entitled, in its sole discretion, to conclude that the performance of the Manager in regard to his obligations and duties under this Agreement has been unsatisfactory for the month, and the City may determine, in its sole discretion, not to pay a portion of the payment, not to exceed \$500.00, to which Manager is otherwise entitled to had there been no deficiency. However, the exercise of such right by the City shall not be deemed a waiver of such performance by the Manager.
2. A commission of ten percent (10%) of all revenues received from all cart rentals (annual and daily) at the rental rate determined by the City for the months of April through November.
3. Commission of ten percent (10%) of all driving range fees collected at the use rates determined by the City for the months of April through November, including daily and annual range usage fees.
4. Payments and commissions will be paid monthly for each of the months of the Agreement once entered into by the parties and paid upon presentation of the documentation of collected fees as prescribed by this Agreement.
5. The Manager understands that he is not entitled to any fees or commissions on any cart storage or trail fees.
6. In addition to the financial remuneration above set forth, the Manager shall have the free use of the range and golf balls for golf lessons and teaching purposes and the free use of a motorized cart for his own personal use on the premises. All other staff and employees must pay for cart use for golf upon the course at the set rental fees for rental carts owned by the City.

City of Mitchell | Golf and Cemetery Department
600 West 23rd Street | Mitchell, SD 57301
Phone: 605-995-8461 | Fax: 605-995-8464
CityOfMitchell.org



MAINTENANCE & LOT SALE AGREEMENT 2023
SERVICEMEN'S MEMORIAL CEMETERY/KIPPES MEMORIAL PARK

The City of Mitchell Golf and Cemetery Department hereby agrees to provide maintenance and lot sales for the Servicemen's Memorial Cemetery/Kippes Memorial Park as follows....

Maintenance provided for the fee of \$720.00 per acre (6.31 Acres) and \$25.00 for each lot sale sold with either being a single, double, or columbarium space. The maintenance fee to be billed every January annually with the lot sales billed quarterly. The Golf & Cemetery Department agrees to provide the following services for the Servicemen's Memorial Cemetery/Kippes Memorial Park...

- Mowing and trimming grass areas as needed
- Snow removal from roads, funeral service areas, and walkways
- Trimming of low and hanging tree branches
- Storm and litter clean-up
- Emptying of wastebasket
- Enforce Cemetery regulations
- Flag graves for monument companies to place monuments
- Public Service grave locates of the Servicemen's Cemetery
- Lead-ins for funeral services
- Landscaping of settling graves
- Seeding of burials
- Sale of grave spaces
- Watering of seeded areas
- Application of herbicides, specialty herbicides, and pesticides
- Fertilizer applications as needed
- Record keeping of grave sales and interments to include monthly reports, interments and map updating.

Spray applications are in accordance with the rest of the cemetery being sprayed. Broadleaf and grassy weed control will be applied in the spring, periodically throughout the summer months, and fall. Grass growth regulator will be applied as needed mainly during a wet season or spot sprayed around monuments to ease weed eating and promote root growth. Pre-emergent will be applied every spring during the recommend window for the product. Insecticide will be applied for grubs, armyworm, and roach control when there is a noticeable problem.

- Servicemen's Memorial Cemetery to provide 100 pounds of grass seed on a yearly basis
- **The City of Mitchell is not responsible for any maintenance of any existing structure or future structure located in Kippes Memorial Park or the Servicemen's Memorial Cemetery.**

City of Mitchell Representative: _____ Date: _____

Servicemen's/Kippes Park Rep: _____ Date: _____

Outside expectations

MAINTENANCE & LOT SALE AGREEMENT 2023

CALVARY CEMETERY

The City of Mitchell Golf & Cemetery Department hereby agrees to provide maintenance for the Mitchell Catholic Parish Churches DBA Calvary Cemetery as follows...

For the fee of \$1,925.391 per Acre at 8.31 Acres for a total of \$16,000.00 and 10% of lot sales to be billed December 15th annually, the Golf & Cemetery Department agrees to provide the following services for the Catholic Cemetery...

- Mowing and trimming grass areas as needed
- Snow removal from roads as needed and grave areas for funeral services
- Trimming low-hanging branches and tree pruning
- Storm and litter clean-up
- Removal of decorations that aren't in compliance with the cemetery regulations
- Public service locates of Catholic burial sites
- Monument Company gravesite located and headstone placement instructions
- Lead-ins for funeral processions
- Seeding and landscape of grave sites after a service
- Sales of columbarium and grave sites
- Record keeping of grave sales and interments to include monthly reports, interments and map updating

In addition to above fees the following to be billed on as needed basis:

Tree removal up to \$2,250.00 or maximum of 6 trees as needed annually to include stumping, black dirt, and seeding. If the Emerald Ash Borer becomes a problematic, the Church has 22 Ash trees that may need to be removed and it will be understood mutually that an adjustment of this agreement will be needed to address an EAB epidemic. Replacement trees and planting costs to be done at Church expense. Road maintenance (chip seal/fog coat/overlay).

Catholic Church Representative: _____

Date: _____

City of Mitchell Representative: _____

Date: _____

Outside expectations

MAINTENANCE & LOT SALES AGREEMENT 2023

AMERICAN LEGION POST 18 CEMETERY

The City of Mitchell Golf and Cemetery Department hereby agrees to provide maintenance and lot sales for the American Legion Post 18 Cemetery as follows....

Maintenance provided for the fee of \$720.00 per acre (2.7 Acres) and \$25.00 for each lot sale sold either being a single or a double. The Maintenance fee to be billed every January annually with the lot sales billed quarterly. The Golf & Cemetery Department agrees to provide the following services for the American Legion Post 18 Cemetery...

- Mowing and trimming grass areas as needed
- Snow removal from roads, sidewalks, funeral service areas, and walkways
- Trimming of low-hanging tree branches
- Storm and litter clean-up
- Emptying of wastebaskets
- Enforce Cemetery regulations
- Flag graves for monument companies to place monuments
- Public service grave locates
- Lead-ins for funeral services
- Sale of grave spaces
- Watering of seeded areas
- Fix or repair to water system
- Application of herbicides, specialty herbicides, and pesticides
- Fertilizer applications as needed
- Record keeping of grave sales and interments to include monthly reports, interments and map updating.

Spray applications are in accordance with the rest of the cemetery being sprayed. Broadleaf and grassy weed control will be applied in the spring, periodically throughout the summer months, and fall. Grass growth regulator will be applied as needed mainly during a wet season or spot sprayed around monuments to ease weed eating and promote root growth. Pre-emergent will be applied every spring during the recommended window for the product used. Insecticide will be applied for grubs, armyworm, and roach control when there is a noticeable problem.

- **The City of Mitchell is not responsible for any maintenance of any existing structure or future structures located in the American Legion Post 18 Cemetery.**

City of Mitchell Representative: _____ Date: _____

Am-Leg Post 18 Representative: _____ Date: _____

Outside expectations

NORBY

Golf Course Design, Inc.

Agreement dated December 16, 2022 between the City of Mitchell, South Dakota (City) and Norby Golf Course Design, Inc. (Golf Course Architect) for design and consulting services relating to the renovation of holes 11 through 15 at Lakeview Golf Course in Mitchell, South Dakota. This proposal is based upon a fixed fee for the scope of work defined below.

SCOPE OF SERVICES;

Norby Golf Course Design, Inc. shall provide the following additional services:

I. Construction Documents

Prepare the necessary drawings, details and typewritten specifications as required for the competitive bidding and construction of the proposed Phase Two golf course improvements represented on the Master Plan by Norby Golf Course Design dated July 5, 2021. This may include the following

1. Detailed Grading Plan including proposed contours and spot elevations, drainage structures and subsurface drainage.
2. Detailed green drawings including associated bunker, subsurface drainage and grassing lines
3. Typical construction details for drainage structures, cart path paving and tee construction
4. Typewritten technical specifications and project manual including contractor responsibilities, permitting, bonding, construction procedures, material specifications and bid forms.

IV. Construction Administration

The Golf Course Architect shall assist the Owner with the competitive bidding of the project by identifying potential contractors, distributing the bid documents bids, conducting a pre-bid meeting contractor, receiving contractor bids and answering contractor questions. During construction, the Golf Course Architect shall assist the Owner in reviewing change orders and contractor requests for payment.

The Golf Course Architect shall visit the site at intervals appropriate to the stage of Contractor's operations, or as otherwise agreed by the Owner and the Golf Course Architect, 1.) to become generally familiar with the quality of the work, 2.) to endeavor to guard the Owner against defects and deficiencies in the work, and 3.) to determine in general if the Work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the plans and specifications. However, the Golf Course Architect shall not be required to make exhaustive or continuous site visits to check the quality or quantity of the Work.

This phase shall include up to four (4) site visits for the purpose of conducting a pre-bid meeting and/or observation of the Work.

COST OF SERVICES

The Golf Course Architect shall be compensated on a fixed fee basis for the services described herein. The total fee for the described services shall be forty seven thousand four hundred dollars (\$47,400.00) as described below.

All direct project expenses for travel, telephone, postage, shipping, printing and reproductions shall be considered reimbursable and are *included in the above referenced fee*.

TERMS OF PAYMENT

Requests for payment shall be made as follows:

1. \$8,500.00 upon completion of the Renovation Site Plan
2. \$8,500 upon completion of the Grading & Drainage Plan
3. \$4,000.00 upon completion of the Grassing Plan.
4. \$4,000.00 upon completion of the construction details.
5. \$4,400.00 upon preparation of the typewritten bid specifications.
6. \$3,000.00 upon completion of the pre-bid meeting
7. \$3,000.00 upon receipt of contractor bids.
8. \$12,000.00 payable in two payments coinciding with approximately 50 and 100 percent completion of the work.

Payments shall be due thirty (30) days from the invoice date. Any unpaid balance, after 30 days, shall be subject to a 1.25% (15% annually) monthly service charge.

OWNER'S RESPONSIBILITIES

The Owner shall:

- a. Provide information, aerial photography, topographic mapping, surveys, reports and professional recommendations, including but not limited to, boundary survey, topographic survey, existing irrigation system as-built drawings, soil data, existing vegetation and wetlands data for use by the Golf Course Architect. Course mapping shall include fairway outlines and the locations of tees, greens, bunkers, trees, cart paths, buildings, fencing and other planimetric features. The Golf Course Architect shall not be responsible for surveying the property and is entitled to rely on the accuracy and completeness of the information provided by the Owner or others. Aerial photography and topographic mapping shall be provided as a digital file which is compatible with AutoCadd 2019 software and scaleable to 1"=100' with a 2 foot contour interval.
- b. Provide all surveying and engineering including SWPP plans, pipe sizing, storm water calculations, etc. if required.
- c. Submittal of plans, applications and fees to governing agencies for permits and required approvals prior to construction of the golf course improvements.

TERMINATION

Either party may terminate this agreement upon seven (7) days written notice without cause. Upon termination, the Golf Course Architect shall be entitled only to the compensation due for work performed to said date.

MISCELLANEOUS PROVISIONS

This Agreement is the entire and integrated Agreement between the Owner and the Golf Course Architect, and supersedes all prior negotiation, statements or agreement, either written or oral. This Agreement may be amended only by written instruments signed by both the Owner and the Golf Course Architect.

The Golf Course Architect shall have no responsibility for addressing subsurface environmental, off-site drainage, storm water run-off, pipe sizing, wetland mitigation, utilities design, bridge design, surveying, civil engineering or any other related items that may impact the Project or that the *State of South Dakota* requires to be performed by a registered engineer or other licensed design professional.

This Agreement shall be governed by South Dakota State Law.

This proposal does not include the preparation of an irrigation plan for proposed irrigation improvements or repairs to the existing irrigation system. The Owner may hire provide an irrigation plan and specifications or the required improvements and repairs may be provided by the Contractor as a design/build service.

This proposal does not include the collection or payment of sales tax or use tax. Should the payment of taxes be required, said taxes will be billed to the Owner or paid by the Owner.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be construed and governed by the law of the State of South Dakota.

All instruments of professional service prepared by us, including, but not limited to, Drawings and Specifications, shall be jointly owned by the Manager and the Golf Course Architect and shall not be used (1) on other projects; (2) for additions to this Project; or (3) for completion of this Project, without written consent from both the Golf Course Architect and the Owner.

ASSUMPTIONS

It is assumed that the Owner has a budget of \$550,836. It is the Golf Course Architect's intent to prepare construction drawings and specifications which would equal approximately \$500,000 in improvements and to utilize add and deduct bid alternates to modify the scope of the project in order to target the budget as identified by the Owner.

SCHEDULE

The Golf Course Architect will begin work within approximately 12 weeks from acceptance of this agreement. It is anticipated that the construction documents shall be require 90 days to complete so that bidding may occur in the spring of 2023 with construction to start in the spring or summer of 2024. The Golf Course Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

ACCEPTANCE

Submitted by:

Norby Golf Course Design, Inc.
Chaska, MN



By

President

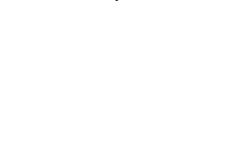
Its

December 16, 2022

Date

Agreed:

City of Mitchell
Mitchell, SD



By

Its

Date