



**Community Services Board Meeting Agenda**  
City Council Chambers, City Hall, 612 N. Main Street  
April 13, 2023

- 1. 10:00 AM Call to Order**
- 2. Roll Call**
- 3. Approval of the Agenda**
- 4. Approve Minutes From Previous Meeting**
- 5. Introductions**
- 6. Election of Officers**
- 7. Palace Transit Asset Inspection Report**
- 8. Palace Transit Vehicle Update**
- 9. Palace Transit Capital Grant**
- 10. Palace Transit Operating Funds**
- 11. Palace Transit Operating Hours**
- 12. Nutrition Desk Audit**
- 13. United Way Applications**
- 14. Citizens Input**
- 15. Department Reports and Updates**
  - A. Palace Transit**

**B. Adult Nutrition**

**C. Mitchell Volunteer Program**

**D. James Valley Community Center**

**16. Schedule Next Meeting**

**17. Adjournment**

Individuals with disabilities who require special assistance to take part in this meeting may contact one of the following at City Hall (605) 995-8420 at least 24 hours prior to the meeting with requests for assistance: Human Resources Officer or the City Administrator.

**Community Services Board Minutes**  
City Council Chambers, City Hall, 612 N. Main Street  
February 9, 2023

**1. 10:00 AM Call to Order**

Jan Quenzer called the February 9th, 2023 Community Services Advisory Board Meeting to order at 10:04am.

**Members Present:** Kristie Bitterman, Jordan Unterbrunner, Cole Morgan, Wendy Linke, Whitney Kroupa, Al Jacklin, Jan Quenzer

**Members Absent:** Tonya Klingaman

**Ex-Officio Member Present:** John Doescher

**Staff Present:** Jessica Picket and Amy Hurt

**2. Approval of the Agenda**

Motion was made by Cole Morgan second by Jordan Unterbrunner to approve the agenda. All members present voting aye, motion carried.

**3. Approve Minutes from Previous Meeting**

Motion was made by Al Jacklin second by Cole Morgan to approve the last meeting minutes. All members present voting aye, motion carried.

**4. Transit Asset Maintenance Plan**

SD DOT accessed the Transit Asset Maintenance Plan which provides the goals and objectives of the maintenance program and establishes how we will meet such goals and objectives. The plan has been updated and we have an on-site inspection on February 23. Motion was made by Jan Quenzer, second by Whitney Kroupa to approve the Transit Asset Maintenance Plan. All members voting aye, motion carried.

**5. New Buses**

Two of the new buses that were ordered will be here this month and a third one will arrive in March. Instead of replacing three older buses, we will be keeping one as a back-up. The other two will be sold as surplus after the DOT releases them. The outside advertising on two of the buses has already been spoken for.

**6. Transit At The Legislator**

Jessica attended Transit Day at the Legislature in January. South Dakota Transit Directors discuss ways to fund the programs with the local legislators. Transit Provider Manuals were given to each legislator. The Governors Recommended Budget for fiscal year 2024 includes an increase of \$231,000 for SD Public Transportation.

**7. Palace Transit Funding Amendment**

The Palace Transit Funding Amendment added an additional \$66,142.27 in funding for operating and administrative costs. Future funds can be requested if needed. Mitchell City Council approved the amendment on Monday February 6th.

**8. Transit Staffing**

We are currently in the process of hiring a 30 hour and 19 hour transit bus driver. We also have two part-time van drivers, with one working on his CDL.

**9. Nutrition Software**

The Nutiriton program requires a yearly update to be done on each client. With the new software program, Capstone, we now need to update the income for each client. This had to be done in December and was given two weeks to complete. We were one of the few programs

that completed the update on time.

## **10. JVCC Lighting**

The budget was approved to replace the lighting at the James Valley Community Center and we went through the procurement process. Bechen Electric came in with the lowest bid. They will start changing the light fixtures and bulbs next week. Any bulbs that are still good will go to the Corn Palace.

## **11. Department Reports and Updates**

### **A. Adult Nutrition**

Board members were given the December Nutrition report. We were up 722 meals to our projections for the fiscal year and down 161 meals compared to last year at the same time. We distributed 3824 second meals and 1754 Dine Card meals since June of 2022. The total eligible and non-eligible meals served for this fiscal year was 28,521.

### **B. Palace Transit**

The year-to-date Ridership Report for November and December was given to the board members. The report breaks down the rides by special emphasis: elderly riders, handicap riders, medical rides, employment, nutrition, Social Rec, education, shopping, general public, school age, and total rides. Ridership is increasing along with the miles. With the increased ridership and the lack of drivers, we have had to decline rides for social rec. All youth transportation bus routes are full and can not accept any new riders.

### **C. Mitchell Volunteer Program**

We currently have 225 volunteers enrolled in the MVP Program. The report given to the board members shows volunteer opportunities for December - February. Cole Morgan works with the James Valley Drug Court, and said he has clients that need to do Community Service if there are any volunteer opportunities.

### **D. James Valley Community Center**

The JVCC Progress Report for December 2022 - January 2023 was given to the board members. The report shows activities that are going on at the James Valley Community Center. The report shows fundraisers and upcoming events. A future bus trip is in the works. We have hired Brody for the part-time janitor position at the James Valley Community Services.

## **12. Schedule Next Meeting**

Jessica asked the board members if we could meet every other month, and they agreed. The next meeting will be Thursday, April 13th, 2023.

## **13. Adournment**

The meeting was adjourned at 10:30am.

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3/29/2023

Jessica Pickett  
Palace Transit  
Sent via Email

Re: Closeout Letter - Inspection Review

Dear Palace Transit,

On 3/15/2023 our office conducted a program review of Palace Transit at your office in Mitchell, South Dakota. The objective of this inspection was to determine whether Palace Transit administered the transit programs in compliance with the South Dakota Department of Transportation and the Federal Transit Administration's regulations. This letter advises you of the closure of our inspection review.

We wish to express appreciation for the cooperation and assistance extended by your staff during the review. Should you have any questions regarding this review, please contact Andrew Mentele at (605) 773-5221 or email [Andrew.Mentele@state.sd.us](mailto:Andrew.Mentele@state.sd.us).

No response to this letter is required.

Sincerely,

*Andrew Mentele*

Andrew Mentele  
Asset Maintenance Specialist  
SDDOT Transit Office

## Palace Transit

### 2023 Asset Inspection

**3/21/2023**

SDDOT Staff visited Palace Transit in Mitchell, SD on 3/15/2023 to perform an onsite inspection. The asset inspection process currently is conducted at least bi-annually, additional inspections may be necessary if SDDOT staff has concerns. SDDOT sent forms to Palace Transit on 1/24/2023 asking for them to be completed and returned to SDDOT within 10 business days of the onsite inspection visit; the transit office received the inspection forms on 2/17/2023.

SDDOT staff met with Jessica Pickett & Andrea Hamilton, these individuals were very helpful addressing any questions that were asked. Palace Transit has 2 facility's (office space/dispatch and a bus storage facility), 15 active vehicles, and wash bay equipment that are randomly inspected by the SDDOT Transit Office based on federal interest.

Transit providers are required to complete a pre-trip inspection prior to and after use of the vehicles daily, by performing such inspections grants another safeguard for transit operation. SDDOT staff asked Palace Transit to provide one pre-trip inspection from each season for SDDOT staff to review to ensure they meet the conditions of receipt of the Federal Transit Administration (FTA) assistance. We were provided with the vehicle inspection reports, post inspections and work order forms. Generally, all maintenance repairs are being completed within 1 week of the initial finding depending upon the circumstance. The work order forms were not signed and dated by the mechanic performing the work on the asset, this was discussed with Palace Transit for future documenting.

Palace Transit is currently running at full capacity with a limited number of buses as new vehicle availability is slow. Overall fleet condition is in good operating order as all vehicles are serviced by the City of Mitchell. All maintenance records are being scanned into Thingtech and pre/post trip inspections are being completed by drivers on a daily occurrence. Palace Transit uses Zello, a push to talk system for communication purposes, tablets with Shah which Palace Transit is exploring options with other transit agencies for procuring a new routing software.

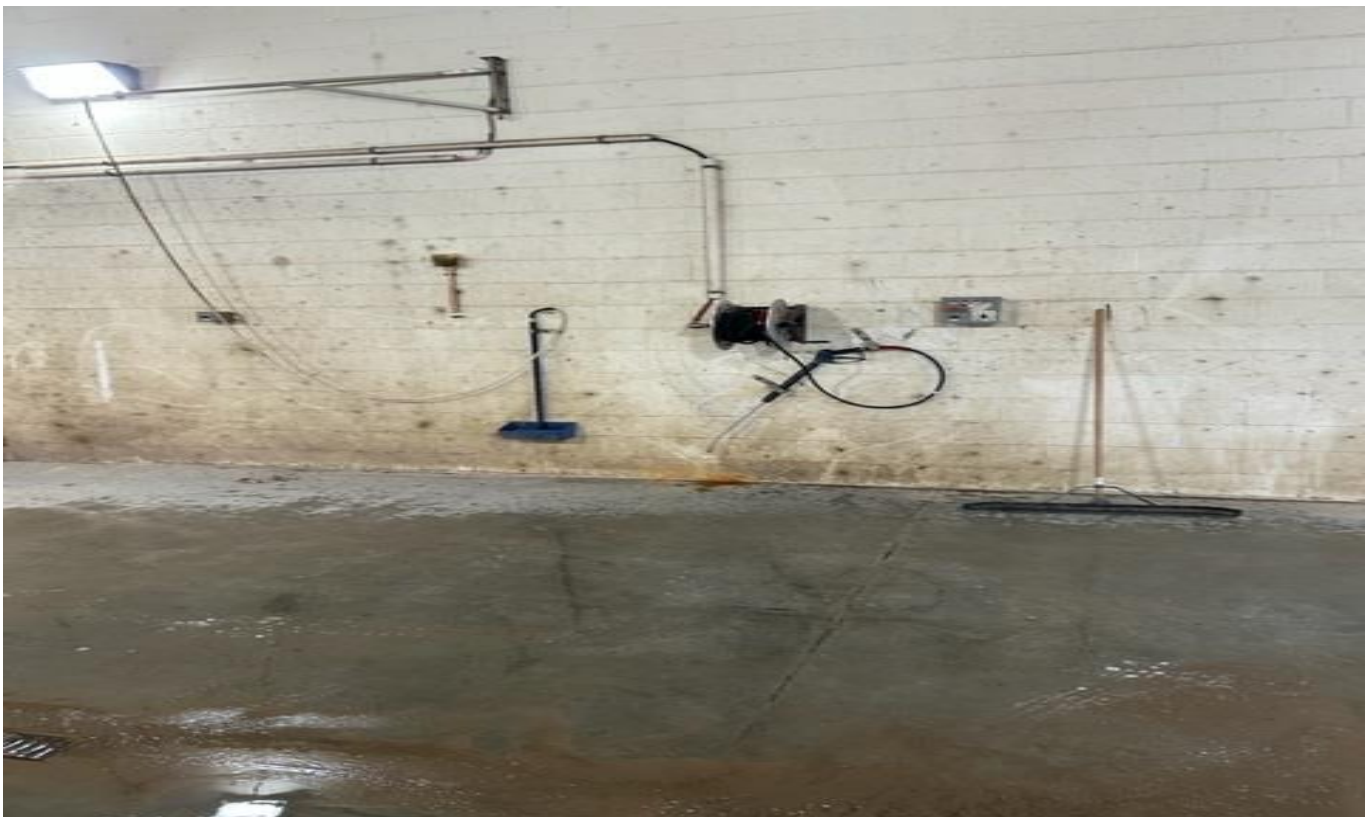
**Bus Storage Facility**

Palace Transit Garage , 1321 West 8<sup>th</sup> Avenue, Mitchell, SD

1. Paint Post Bollards (Jessica noted these to be painted by May 1<sup>st</sup> by City Staff)



**Wash Bay & Equipment**



## Vehicles Inspected

Verify the Following Items in **ALL** Vehicles

1. Updated 1<sup>st</sup> Aid Kit (Expiration Date)
2. Blood Borne Pathogen Kit
3. Fire and Drag Blankets
4. Seat Belt Cutters
5. Road Safety Triangles
6. Title VI Stickers/Posted

\*\*\* Retractors tie downs need to be removed and stored when not in use\*\*\*

- VIN #3480, Vehicle #79, License Plate MT383, 2015 Ford F550 Champion Defender ADA Bus
- VIN #4531, Vehicle #85, License Plate MT002, 2019 Ford E450 Diamond ADA Bus
- VIN #7489, Vehicle #86, License Plate MT358, 2003 Chevrolet Venture **\*\*\*RELEASE\*\*\***
  1. Poor condition / Inoperable
  2. Met useful life
- VIN #4285, Vehicle #91, License Plate MT480, 2007 Chevrolet Uplander ADA Entervan
  1. Used as a Spare – Continue to maintain and use or release when appropriate.
- VIN #5131, Vehicle #93, License Plate MT568, 2008 Chevrolet C5500
  1. Used as a Spare – Continue to maintain and use or release when appropriate.
- VIN #5384, Vehicle #94, License Plate MT569, 2008 Chevrolet C5500 **\*\*\* RELEASE\*\*\***
  1. Poor condition / Inoperable
  2. Met useful life
- VIN #7269, Vehicle #701, License Plate MT777, 2015 Ford F550 Champion Defender ADA Bus
  1. Access Door Panel (Repair)

## Disposition Details Needed:

- VIN #7751, Vehicle #81 – Sale Date, Sale Price, Method of Sale, and Buyer Information
- VIN #8437, Vehicle #89 – Sale Date, Sale Price, Method of Sale, and Buyer Information
- VIN #6256, Vehicle #97 – Sale Date, Sale Price, Method of Sale, and Buyer Information
- VIN #7387, Vehicle #98 – Sale Date, Sale Price, Method of Sale, and Buyer Information





It is my recommendation that the findings listed above be taken care of as soon as possible. Please sign the acknowledgment form being emailed to you and return it with your plan of action report by April 21<sup>st</sup>, 2023. I look forward to your complete understanding and cooperation in mitigating these findings. Please let me know if you have any questions, you can contact me at (605)-773-5221 or email me at [Andrew.Mentele@state.sd.us](mailto:Andrew.Mentele@state.sd.us).

Regards,

*Andrew Mentele*

Andrew Mentele  
Asset Maintenance Specialist  
SDDOT Transit Office

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## Capital Application and Guide

### Fiscal Year 2024

*Based on availability of FTA Section 5310 and 5339 funds.*

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#### Equipment

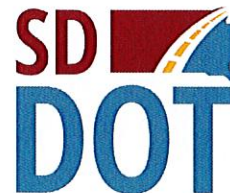
- Software
- Tablets
- Cameras
- Etc.

#### Rolling Stock

- Minivans
- Narrow Body
- Wide Body
- Etc.

#### Facility

- Expansion
- Renovation
- New construction
- Etc.



## Introduction

Each of the grant applications will be reviewed and ranked. Failure to complete all applicable questions will affect your score. Awards are based on the application ranking in comparison to all the applications in that category. Please do not modify application, additional pages can be inserted only as directed. Your CIP is an important reference tool to be used to determine the projects to apply for in this application.

Any agency receiving a vehicle through the capital assistance program offered through this grant application will be required to submit information to the South Dakota Department of Transportation (SDDOT) regarding the service provided with that vehicle. The agency must record several different categories of information in detail and report the information to SDDOT on a monthly, quarterly or annual basis. Any agency receiving assets through the program must maintain the assets per the specification recommended by the manufacturer. Applicants must meet program requirements when receiving federal fund reimbursements for purchases defined in funding agreements and SDDOT State Management Plan. Applicants who receive 5339 funds must also have a SDDOT approved drug and alcohol policy.

## Section 5310

Any agency (applicant) receiving Section 5310 funds under this grant application is required to have a locally-developed community coordination plan. The agency must be part of this plan, before funds can be utilized for capital expenditures.

Section 5310 funds in most cases are 80/20 local match programs. The local agency is required to provide local match funds totaling 20% or more of the total purchase price at time of delivery. FTA's cost share of 80% or less will be provided by FTA funds administered by the SDDOT.

ADA and vehicles that meet the Clean Air Act (CAA) will be funded at the 85/15 local match. For ADA and CAA vehicles, the local agency is required to provide local match funds totaling 15% or more of the total purchase price at time of delivery and the balance, 85% or less, will be provided by FTA funds administered by the SDDOT. The total federal funds allowed are capped at a maximum of 85% or at your specific award total.

## Purpose

This program is intended to enhance mobility of seniors and individuals with disabilities. This section of funds will provide for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services.

### Eligible Activities

Traditional

- Buses and vans
- Wheelchair lifts
- Ramps
- Vehicle maintenance
- Securement devices
- Transit-related information technology systems (software & hardware)
- Mobility management programs
- Acquisition of transportation services under a contract
- Lease or other arrangement
- Both capital and operating costs associated with contracted service are eligible capital expenses

#### Nontraditional

- Travel for training
- Volunteer driver programs
- Building an accessible path to a bus stop including curb-cuts, sidewalks

This is not an all-inclusive list.

In addition, mobility management is eligible for 5310 funding along with other projects not listed above. Please contact SDDOT transit staff for assistance in determining if a project is eligible.

### **Section 5339**

To receive Section 5339 funds the agency must provide public transportation. Section 5339 funds in most cases are 80/20 local match programs. The local agency is required to provide local match funds totaling 20% or more of the total purchase price at time of delivery. FTA's cost share of 80% or less will be provided by FTA funds administered by the SDDOT.

ADA vehicles that meet the Clean Air Act (CAA) will be funded at the 85/15 local match. For ADA and CAA vehicles, the local agency is required to provide local match funds totaling 15% or more of the total purchase price at time of delivery and the balance, 85% or less, will be provided by FTA funds administered by the SDDOT. The total federal funds allowed are capped at a maximum of 85% or at your specific award total.

#### **Purpose**

This program provides financing to replace, rehabilitate, purchase vehicles, equipment, and projects for bus-related facilities.

#### **Eligible Activities**

- Technological changes
- Innovations to modify low or no emission vehicles
- Transit-related information technology systems (software & hardware)
- Surveillance Equipment
- Communication Equipment
- Non-revenue Vehicles
- Fare Boxes
- Shop and Garage Equipment
- Facilities
  - Design
  - Environmental Compliance
  - Appraisals
  - Engineering Services
  - Construction/Acquisition
  - Energy Efficient Modifications
- Passenger amenities such as:
  - Passenger Shelters
  - Bus Stops
  - Fare Cards

This is not an all-inclusive list.

## Application Instructions

An application must be submitted for each appropriate applicant. **Failure to complete all applicable questions will affect your score. Refer to guidance in each attachment for content requirements.**

### Definitions:

- Designated State Agency: SDDOT – Office of Air, Rail & Transit
- Applicant/Subrecipient: the organization undertaking legal, financial, and technical capacity to administer projects.

### Eligible applicants

#### Section 5310

- Private nonprofit organizations
- Public organizations/entities approved by SDDOT to coordinate transportation services for seniors and individuals with disabilities.
- Public organizations/entities, which certify to the State of South Dakota and are approved by the SDDOT that no nonprofit organizations are readily available to provide transportation services for seniors and individuals with disabilities.

#### Section 5339

- Public agencies
- Local governments
- Private nonprofit corporations engaged in public transportation, including those providing services open to a segment of the general public, as defined by age, disability, or low income

### IMPORTANT SUBMISSION INFORMATION

Application can be submitted either by hard copy or electronically. All the required signatures must be included in the submission before an application can be accepted.

All applicants requesting funds shall submit applications to

SD Department of Transportation  
Office of Air, Rail and Transit  
Attn: Transit Staff  
700 E. Broadway Avenue  
Pierre, SD 57501

Or via email to:

[Brenda.Sharkey@state.sd.us](mailto:Brenda.Sharkey@state.sd.us)  
[Jennifer.Boehm@state.sd.us](mailto:Jennifer.Boehm@state.sd.us) and  
[Andrew.Mentele@state.sd.us](mailto:Andrew.Mentele@state.sd.us)

**Applications not received by the SDDOT imposed deadline will be considered ineligible for consideration.**

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*Applications are due to SDDOT:*

*April 3, 2023*

### Technical Assistance

SDDOT intends to assist any prospective subrecipient in the preparation of applications for projects under this program including those that provide service to predominately low-income, minority populations, individuals with disabilities and the elderly. Applications prepared with SDDOT assistance will be evaluated on the same basis as those which are not.

Any applicant seeking assistance in preparing an application should contact:

Brenda Sharkey  
Phone: 605-773-8082  
E-mail: [Brenda.Sharkey@state.sd.us](mailto:Brenda.Sharkey@state.sd.us)

Jennifer Boehm  
Phone: 605-773-7038  
E-mail: [Jennifer.Boehm@state.sd.us](mailto:Jennifer.Boehm@state.sd.us)

Andrew Mentele  
Phone: 605-773-5221  
E-mail: [Andrew.Mentele@state.sd.us](mailto:Andrew.Mentele@state.sd.us)

## SUBMISSION DOCUMENTS

Title
Application Cover Sheet - Attachment 1
System Description - Attachment 2
Rolling Stock Project - Attachment 3
Equipment Project - Attachment 4
Facility Project - Attachment 5
Project Description, Justification and Prioritization - Attachment 6
Public Notice - Attachment 7
Application Assurances - Attachment 8
Assurance of Compliance with Title VI of The Civil Rights Act of 1964 - Attachment 9
Certification of Equivalent Service – Attachment 10

**Attachment 1  
Application Cover Sheet**

All applicants are required to complete the information below.

**APPLICANT AGENCY**

Legal Name: [City of Mitchell](#)

DBA Name: [Palace Transit](#)

Address: [300 W 1st Ave., Mitchell, SD 57301](#)

**The applicant certifies that to the best of their knowledge and belief, the statements in this application are true and correct.**

[Bob Everson](#)

*(Typed Name of Authorized Representative of Board)*

[Mayor](#)

*(Title)*

[605-995-8420](#)

*(Telephone Number)*



*(Signature of Authorized Person)*

[3/28/23](#)

*(Date of Application)*

**CONTACT PERSON FOR QUESTIONS PERTAINING TO THIS APPLICATION**

Name: [Jessica Pickett](#)

Address: [300 W 1st Ave, Mitchell, SD 57301](#)

Telephone Number: [605-995-8440](#)

E-Mail Address: [jpickett@cityofmitchell.org](mailto:jpickett@cityofmitchell.org)

## Attachment 2 System Description

Describe system and service level characteristics.

1. Provide a detailed description of the transportation services your agency currently provides or will provide. [Palace Transit provides a demand response service to the City of Mitchell and Davison County. Regular operational hours are Monday thru Friday 5 AM to 6 PM and 7 AM to 4 PM Saturday. Palace Transit serves the basic needs of all Davison County residents, including the disadvantaged, by providing access to jobs, education, shopping medical services and much more.](#)
2. Provide plans for growth in ridership and any increasing services offered. [Areas for growth and increased ridership included the expansion of the "summer activity pass" which allows the public to purchase a single pass for passengers to summer parks and recreation programs and city library programming. We will be reopening on Sundays this spring due to the large demand for transportation and the lack of transportation available in Mitchell. Palace Transit also continues to find new organizations to collaborate with in order to provide transportation services for their programs.](#)
3. What percentage of increase in ridership has your organization experienced for the last completed Federal Fiscal Year (FFY) reporting period based on the figures provided to SDDOT? [>10%](#)
4. Provide a detailed description of the current transportation services being provided by other public or private agencies in the service area. [There is currently NO taxi service provided in the City of Mitchell. No services are currently being offered on Sundays. Jefferson Lines = Stopping in Mitchell station daily west to Rapid City & east to Sioux Falls. Foreman Bus Service = Provides private school bus and charter service. LifeQuest = Provides transportation only to their clients on a daily basis. Firesteel Health Care and Avera Brady = Provides transportation only to their residents as needed.](#)
5. Provide a description of the services your agency is currently providing or will be providing:
  - a) Days service is provided: [Monday thru Sunday](#)
  - b) Hours of service: [12 hours per day](#)
  - c) Current fare structure: [\\$2 per one-way trip regular hours, \\$3 per one-way trip extended hours/weekends, and \\$10 per one-way trip same day request](#)
  - d) Total number of vehicles organization currently has in service: [12](#)
  - e) Type of service being provided: [Demand Response](#)
  - f) List communities and counties in your service area: [Davison County \(Mitchell, Ethan & Mt Vernon\)](#)
6. Enter the percentage of customers served for each:
  - a) Minority or low-income population [56%](#)
  - b) Senior Citizens [25%](#)
  - c) Individuals with disabilities [25%](#)
  - d) Youth (under the age of 18) [71%](#)
  - e) General public [24%](#)
7. Does your transit agency have the following written policies?
  - a) Personnel and driver training policies per SDDOT requirements [Yes](#)
  - b) Vehicle operating policy [Yes](#)
  - c) SDDOT Approved Asset Maintenance plan [Yes](#)

If you are a **NEW** entity OR if you have not received these types of funds in the past 3 years, attach your agency's above-mentioned policies to this application.

**Project Coordination Initiative**

The questions below are to document coordination of services between with existing transit and paratransit providers, both public and private. The initiative is to meet the needs without duplication and fragmentation of services.

- 8. Does your transit agency have a current SDDOT approved coordination plan? **Yes**
- 9. Name of other transit agencies that operate, and you coordinate within your service area. **River Cities Public Transit, People's Transit & ROCS Transit**
- 10. Are there other transit agencies in your service area which you do not coordinate with? **No**
- 11. Name of new communities that have been added to your service area this past federal fiscal reporting year? **NA**

**Attachment 3, 4 & 5 Definitions**  
**Rolling Stock, Equipment and Facility Project**

**Failure to complete all applicable questions will affect your score. Refer to guidance in each attachment for content requirements.**

**Vehicle Type:** Indicate the type of vehicle requesting using the dropdown options in this field. If multiple vehicles are requested which are identical, indicate the quantity in one line item. However, if identical vehicles are being requested for replacement, expansion, and new starts those should be separated. If different configurations for vehicle type, put information on separate line items.

**Quantity:** Enter the quantity requesting per project line item.

**Seating Configuration:** Indicate the total number seats; one per ambulatory, one per wheelchair passenger (i.e. 8+2, 12+6, 5+0 etc.).

**Federal funds amount needed:** Determine how much the project will cost. See federal fund requirements under Introduction section. Enter the federal amount required.

**Local match source:** Determine how your agency will provide the match for the project. See local fund requirements under Introduction section.

Eligible sources of local match include the following: contracts, cash from non-Government sources other than revenues from providing public transportation services; revenues derived from the sale of advertising and concessions; amounts received under a service agreement with a state or local social service agency or private social service organization, etc.

**Local Match Need or Secured:** Based on the above local match resource information, indicate if the match will be raised or is already secured through a contract, MOU or cash in hand. If local funds need to be raised, what is your source and expected date of receipt. Will these funds be earmarked for the projects listed.

**Service or Revenue:** Will the vehicle purchased be used for administrative services or to give rides to the paying public which will produce revenue?

**Project Specified on page of Coordination Plan:** Projects requested in application must be part of the agency's coordination plan, if receiving Section 5310 funding. Indicate which page of the agency's coordination plan that the requested project is addressed as a need for coordination efforts.

\*\*\*\*\*

**Description of Benefits (Refer to Questions #15, 24, 30, 36):** Describe how the proposed project will improve the condition of the transit system, improve the reliability of transit service for its riders, staff, general public, and/or community.

**Demonstration of need (Refer to Questions #16, 25, 31, 37):** Applicants must demonstrate how the proposed project will address an unmet need for capital investment in assets and/or supporting facilities, enhance the safety of the transit system for transit vehicle operators, riders, and the general public, community, or improve the connectivity of bus systems with other networks through the use of deployment-ready information technologies. For example, an applicant may demonstrate a substantial backlog of deferred capital investment, insufficient size or capacity of maintenance facilities, excessive reliance on vehicles that are beyond their intended service life, a vehicle fleet that is insufficient to meet current ridership demands, or passenger facilities that are insufficient for their current use. For safety,

an applicant may demonstrate safety concerns with vehicles, equipment, or facilities that are beyond their intended useful life, or that are no longer appropriate for use due to safety concerns. To improve connectivity, bus systems may deploy Intelligent Transportation Systems (ITS) technologies or software that link buses with other transportation modes. Applicants should also describe how the proposed project will improve the operation of the transit system. **As a part of the response for demonstration of need, applicants should provide the following information:**

*a. For vehicle projects (replacement, rehabilitation, new start or expansion):* Applicants must provide information on the age, condition, and performance of the asset(s) to be replaced or rehabilitated by the proposed project. For service expansion requests, applicants must provide information on the proposed service expansion and the benefits for transit riders and the community from the new service. For all vehicle projects, the proposal must address how the project conforms to FTA's spare ratio guidelines.

*b. For facility and equipment projects (replacement or rehabilitation):* Applicants must provide information on the age and condition of the asset to be rehabilitated or replaced relative to its minimum useful life.

**Planning Efforts (Refer to Questions #17, 26, 32, 38):** Applicants must demonstrate how the proposed project will be consistent with local and regional long-range planning documents and local government priorities. This will involve assessing whether the project is consistent with the transit priorities identified in the long-range plan; and/or contingency/illustrative projects included in that plan; the locally developed human services public transportation coordinated plan or the Capital Improvement Plan (CIP). Applicants are not required to submit copies of such plans but should describe how the project will support regional goals. Applicants may also address how the proposed project will impact overall system performance, asset management performance, or specific performance measures.

**Enhanced Access and Mobility (Refer to Questions #18, 27, 33, 39):** The State will evaluate the potential for the project to improve access to employment opportunities, education, and other services. The State will also evaluate the potential for the project to improve mobility for passengers. Proposed benefits should be based on documented ridership demand and be well-described or documented in the agency's Coordination Plan.

**Attachment 3  
Rolling Stock Project**

12. Calculate the spare ratio using the below formula with vehicles in current fleet.
- a) What is the number of revenue vehicles? **14**
  - b) What is the number of revenue vehicles required for maximum service? **12**
  - c) What is the number of spare vehicles (a-b)? **2**
  - d) Spare ratio (c/b): **2/12**

13. Replacement – in this section choose the type of new vehicle that will replace an older vehicle

Line Item	Vehicle Type	Quantity	Seating Configuration (8+2, 16+3, 5+0 etc.)	Federal Fund Amount Needed	Local Match Source (United Way, Medicare, etc.)	Local Match Need or Secured?	Service or Revenue	Project Specified on page # of Coordination Plan
a.	Wide Body ADA Bus	2	24+2	\$238,400	City General Funds	Secured	Revenue	3 & 7
b.	Passenger Minivan	2	7	\$80,000	City General Funds	Secured	Revenue	3 & 7
c.	Choose an item	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Choose an item.	Click here to enter text.
d.	Choose an item	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Choose an item.	Click here to enter text.
e.	Choose an item	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Choose an item.	Click here to enter text.

14. If local funds need to be raised, what is your source and expected date of receipt? Will these funds be earmarked for the projects listed above?
- a. NA. These funds will be budgeted in the city's annual budget. Application for the grant funds was approved by the city council.
  - b. NA. These funds will be budgeted in the city's annual budget. Application for the grant funds was approved by the city council.
  - c. Click here to enter text.
  - d. Click here to enter text.
  - e. Click here to enter text.

15. Describe how the benefit associated to the above vehicles will provide to the services.

15. Describe how the benefit associated to the above vehicles will provide to the services.
- All current and new Palace Transit customers will benefit from the new vehicles. Currently it has not been cost effective to operate our older and high mileage vehicles due to the cost to repair these units on a near weekly basis. We would also be replacing these vehicles with one that provide more seating capacity, allowing us to serve more people at a time.
  - Our current minivans have surpassed their useful life expectancy and are currently non-operational. Due to their age and the cost to repair these units we have are not using this valuable resource to provide transportation to our community.
    - Click here to enter text.
    - Click here to enter text.
    - Click here to enter text.
16. Provide the demonstration of need for the above vehicles.
- It has not been cost effective to operate these older and high mileage vehicles due to the cost to repair these units monthly. Our ridership demand at certain locations is higher than in past years which requires increased seating capacity.
  - With the new ELDA requirements to obtain a CDL, it is a longer and harder process to hire CDL bus operators. The mini vans offer an option to hire and train employees while going through the process while still meeting our community's increasing demand for transportation services. These vehicles are also an environmentally effective and economical way to transport a few passengers at a time.
    - Click here to enter text.
    - Click here to enter text.
    - Click here to enter text.
17. Describe how the above projects are related to planning efforts
- The current buses we operate have surpassed their useful life expectancy. Palace Transit, through the City of Mitchell, has a Five Year Equipment and Capital Project Plan.
  - The current vans we operate have surpassed their useful life expectancy and are no longer operational. Palace Transit, through the City of Mitchell, has a Five-Year Equipment and Capital Project Plan.
    - Click here to enter text.
    - Click here to enter text.
    - Click here to enter text.
18. Describe how the above projects will improve enhanced access and mobility.
- Having transit vehicles with properly functioning lifts are very valuable to our system. These new buses will provide a reliable working lift to our system.
  - The mini vans allow us to access areas within the community that are not accessible by bus.
    - Click here to enter text.
    - Click here to enter text.
    - Click here to enter text.

Vehicle Type	Model Year	Asset Rating	Vehicle Mileage	VIN # (last 6 digits)	Indicate vehicle from above replacing this vehicle
Ford F550 Champion ADA Bus {79}	2015	3	93,940	B13480	Wide Body ADA Bus 24+2
Ford F550 Champion ADA Bus {701}	2015	3	95,048	B57269	Wide Body ADA Bus 24+2
Chevrolet Uplander ADA Van {95}	2008	1	76,406	206962	Passenger Minivan
Chevrolet Venture Van {86}	2003	1	86,093	227489	Passenger Minivan
Click here to enter text.	Click here to enter text.	Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.

20. Expansion of Services or New Starts – in this section choose the type of vehicle you wish to add to your fleet to fulfill the need for expanded services if applicable (additional routes, hours of operation, days of service) or a New Start for a new service area (city or county).

Line Item	Expansion or New Start	Vehicle Type	Quantity	Seating Configuration (8+2, 16+3, 5+0 etc.)	Federal Fund Amount Needed	Local Match Source (United Way, Medicare, etc.)	Local Match Need or Secured?	Service or Revenue	Project Specified on page # of Coordination Plan
a.	Choose an item.	Choose an item	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Choose an item.	Click here to enter text.
b.	Choose an item.	Choose an item	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Choose an item.	Click here to enter text.
c.	Choose an item.	Choose an item	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Choose an item.	Click here to enter text.
d.	Choose an item.	Choose an item	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Choose an item.	Click here to enter text.

e.	Choose an item.	Choose an item	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Choose an item.	Click here to enter text.
----	-----------------	----------------	---------------------------	---------------------------	---------------------------	---------------------------	-----------------	-----------------	---------------------------

21. Provide an explanation about why this is an expansion or a new start including additional routes, hours of operation, days of service and city/county service area.
  - a. [Click here to enter text.](#)
  - b. [Click here to enter text.](#)
  - c. [Click here to enter text.](#)
  - d. [Click here to enter text.](#)
  - e. [Click here to enter text.](#)
  
22. Provide a summary of programs and services the requested vehicle(s) will be utilized in and how it will increase ridership and improve efficiency.
  - a. [Click here to enter text.](#)
  - b. [Click here to enter text.](#)
  - c. [Click here to enter text.](#)
  - d. [Click here to enter text.](#)
  - e. [Click here to enter text.](#)
  
23. If local funds need to be raised, what is your source and expected date of receipt? Will these funds be earmarked for the projects listed above?
  - a. [Click here to enter text.](#)
  - b. [Click here to enter text.](#)
  - c. [Click here to enter text.](#)
  - d. [Click here to enter text.](#)
  - e. [Click here to enter text.](#)
  
24. Describe how the benefit associated to the above vehicles will provide to the services.
  - a. [Click here to enter text.](#)
  - b. [Click here to enter text.](#)
  - c. [Click here to enter text.](#)
  - d. [Click here to enter text.](#)
  - e. [Click here to enter text.](#)
  
25. Provide the demonstration of need for the above vehicles.
  - a. [Click here to enter text.](#)
  - b. [Click here to enter text.](#)

- c. [Click here to enter text.](#)
- d. [Click here to enter text.](#)
- e. [Click here to enter text.](#)

26. Describe how the above projects are related to planning efforts.

- a. [Click here to enter text.](#)
- b. [Click here to enter text.](#)
- c. [Click here to enter text.](#)
- d. [Click here to enter text.](#)
- e. [Click here to enter text.](#)

27. Describe how the above projects will improve enhanced access and mobility.

- a. [Click here to enter text.](#)
- b. [Click here to enter text.](#)
- c. [Click here to enter text.](#)
- d. [Click here to enter text.](#)
- e. [Click here to enter text.](#)

28. For the below trip purposes, estimate the number of passenger types and trip purposes for proposed vehicle(s) for one year. Count each estimated passenger in one trip purpose and one passenger type only. **Trip Purpose and Passenger Type must be Equal.**

Trip Purpose	Number	Passenger Type	Number
Medical	<a href="#">Click here to enter text.</a>	Elderly Persons 60+	<a href="#">Click here to enter text.</a>
Employment	<a href="#">Click here to enter text.</a>	Persons w Disabilities	<a href="#">Click here to enter text.</a>
Nutrition	<a href="#">Click here to enter text.</a>	Youth	<a href="#">Click here to enter text.</a>
Social-Recreation	<a href="#">Click here to enter text.</a>	General Public	<a href="#">Click here to enter text.</a>
Education	<a href="#">Click here to enter text.</a>	<b>Total</b>	<a href="#">Click here to enter text.</a>
Shopping/Personal	<a href="#">Click here to enter text.</a>		
Business	<a href="#">Click here to enter text.</a>		
Other	<a href="#">Click here to enter text.</a>		
<b>Total</b>	<a href="#">Click here to enter text.</a>		

**Attachment 4  
Equipment Project**

Be sure to include annual maintenance costs for things such as routing software, office software, push to talk radios, etc. Consider all components of a project and list together on one line (i.e. routers, access points, etc.), otherwise list each item individually. If requesting software, spell out the types of software and the cost of each type (i.e. Quickbooks=\$3,500, Shah=\$50,000, etc.). Are the software programs and licensing costs included with the unit price?

Line Item	Project Type	Quantity	Project Description	Federal Fund Amount Needed	Local Match Source (United Way, Medicare, etc.)	Local Match Need or Secured?	Project Specified on page # of Coordination Plan
a.	Replace existing equipment	2	Office Computer & Software	\$1,600	City General Funds	Secured	3, 6 & 7
b.	Replace existing equipment	16	Tablets, Cradle Points & Lockbox = Push to Talk	\$30,720	City General Funds	Secured	3 & 10
c.	Increase revenue service capabilities	2	Dispatch Software	\$40,000	City General Funds	Secured	3, 6 & 7
d.	Increase efficiency	12	Install Additional Bus Cameras	\$4,800	City General Funds	Secured	3 & 7
e.	Increase efficiency	2	Install Additional Garage Cameras	\$6,400	City General Funds	Secured	3 & 7

29. If local funds need to be raised, what is your source and expected date of receipt? Will these funds be earmarked for the projects listed above?
- NA. These funds will be budgeted in the city's annual budget. Application for the grant funds was approved by city council.
  - NA. These funds will be budgeted in the city's annual budget. Application for the grant funds was approved by city council.
  - NA. These funds will be budgeted in the city's annual budget. Application for the grant funds was approved by city council.
  - NA. These funds will be budgeted in the city's annual budget. Application for the grant funds was approved by city council.
  - NA. These funds will be budgeted in the city's annual budget. Application for the grant funds was approved by city council.
30. Describe how the benefit associated to each equipment project listed above will provide to the services provided.
- Computers are used for dispatching and reporting data.
  - Tablets, cradle points and lock boxes are used in each bus to provide routes to the drives as well as a communication system to dispatch.
  - Software is used for dispatching and routing the transit services.
  - The additional cameras in each bus provide safety for the bus operators and passengers.
  - The additional garage cameras will allow us to see every part of the bus garage providing extra security for our assets and employees.

31. Provide the demonstration of need for the above equipment.

- a. The current office computers will have met their 5-year life cycle. New computers are needed to operate the required software and perform any needed updates.
  - b. The current tablets and lockboxes will have met their 5-year life cycle. Our current cradle points have surpassed their 5-year life cycle and are starting to fail. New equipment is needed to continue to provide routes to the drivers as well as a communications system to dispatch.
  - c. Each login needs a license to operate the dispatching software. The dispatching software is the hub for the passenger and vehicle information.
  - d. Due to incidents that occurred on our transit system, additional cameras are needed to keep our passengers safe and protect our operators. This will also allow us as transit professionals have proof of any incident that occurs on the bus.
  - e. Additional garage cameras are needed in order to adequately view the entire interior of the bus garage.
32. Describe how the above projects are related to planning efforts.
- a. The computers are part of our 5-year capital needs plan and are monitored by the city's IT department.
  - b. The tablets, cradle points and lockboxes are part of our 5-year capital needs plan and are monitored by the city's IT department.
  - c. We are currently in the process of procuring new dispatch software which is included in our annual operating budget expenses.
  - d. Additional cameras were included in our future needs assessment and budgeted expenses.
  - e. Additional cameras were included in our future needs assessment and budgeted expenses.
33. Describe how the above projects will improve enhanced access and mobility.
- a. The system is designed to meet the needs of community members who must access transportation services to participate in daily living activities. The needed computers will continue to help us meet those needs and provide high quality coordination and mobility to the public.
  - b. Tablets, cradle points and the lockboxes are used in each bus to provide routes to the drivers as well as a communication system to dispatch to provide safe and reliable transportation in our community.
  - c. Software is able to measure the ridership and coordination results and can produce the reports needed/requested. The needed will continue to help us meet those needs and provide high quality coordination and mobility to the public.
  - d. The addition of cameras will increase the safety of our operation.
  - e. The addition of cameras will increase the safety and accountability/productivity of our operation.
34. Provide an explanation as to how each category of equipment requested would increase efficiency.
- a. Having updated and working hardware and software will keep an efficient program without adding additional work onto dispatch and operators.
  - b. Having updated and working equipment will provide efficient routes and communication between dispatch and the operators.
  - c. The software is how all the transit routes are assembled and distributed to the bus operators.
  - d. By installing cameras, staff time will be greatly reduced investigating incidents that occur on or arounds the transit vehicles.
  - e. By installing cameras, staff time will be greatly reduced investigating incidents that occur within the transit garage area.

**Attachment 5  
Facility Project**

A facility project may include items such as construction, expansion, renovation, or improvement. Before a facility project can be added, the project needs to be in the CIP, according to guidance, and if applicable, the environmental review needs to be complete. If a future facility project is planned, you may select the project type from the dropdown. Pre-construction Activity could consist of: Design, Environmental Compliance, Appraisals, Engineering Services, Construction/Acquisition, or Energy Efficient Modifications (provide details in Attachment 6).

Line Item	Project Type	Project Description	Federal Fund Amount Needed	Local Match Source (United Way, Medicare, etc.)	Local Match Need or Secured?	Legal Description (IF new construction or acquisition)	Temporary or Permanent Repair	Project Specified on page # of Coordination Plan
a.	Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Click here to enter text.	Choose an item.	Click here to enter text.
b.	Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Click here to enter text.	Choose an item.	Click here to enter text.
c.	Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Click here to enter text.	Choose an item.	Click here to enter text.
d.	Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Click here to enter text.	Choose an item.	Click here to enter text.
e.	Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Click here to enter text.	Choose an item.	Click here to enter text.

35. If local funds need to be raised, what is your source and expected date of receipt? Will these funds be earmarked for the projects listed above?
- Click here to enter text.
  - Click here to enter text.
  - Click here to enter text.
  - Click here to enter text.
  - Click here to enter text.

36. Describe how the benefit associated to the above facility(s) will provide to the services.
- Click here to enter text.
  - Click here to enter text.
  - Click here to enter text.
  - Click here to enter text.
  - Click here to enter text.

37. Provide the demonstration of need for the above facility(s).
- Click here to enter text.
  - Click here to enter text.
  - Click here to enter text.
  - Click here to enter text.
  - Click here to enter text.
38. Describe how the above projects are related to planning efforts.
- Click here to enter text.
  - Click here to enter text.
  - Click here to enter text.
  - Click here to enter text.
  - Click here to enter text.
39. Describe how the above projects will improve enhanced access and mobility.
- Click here to enter text.
  - Click here to enter text.
  - Click here to enter text.
  - Click here to enter text.
  - Click here to enter text.
40. If project is for a new facility or acquisition, do you own the land or have an MOU with the current landowner? Please attach.
41. If project is for a new facility or acquisition do you have a feasibility study completed? Please attach.
42. If project is for a new facility or acquisition, do you have a letter of support for the project from the community, interested parties, or city? Please attach.
43. If this is for a new facility or acquisition, do you have a letter of support for the local match? Please attach
44. If project is for new construction or acquisition, have environmental studies been completed according to the National Environmental Policy Act (NEPA) <https://www.epa.gov/nepa> ? Please attach

## Attachment 6 Project Description, Justification and Prioritization

All applications must include a **detailed** project description and justification which includes information about the applicant's project and is not found elsewhere in the application. The project description and justification must include the importance of the project to your agency and how it will improve the agency's future service to the citizens of your area. Divide the project description out for each category (Rolling Stock, Facility and Equipment) applied for in the application. Provide priority list including all project(s) in this application. Include documentation that supports your request (photos, preliminary plans, etc. can be submitted with the application to assist in justifying the project).

Use additional pages as necessary.

### Rolling Stock Project

1. Palace Transit's ridership has increased 24% this past fiscal year and is continuing to grow. We are currently unable to provide rides for all the requests we receive due to the size of our vehicles. With our increased ridership demand, we are in need of more seating capacity allowing us to serve more people at a time to meet those needs. We are also dealing with vehicles that are out for repairs. This puts our operations in a hard situation because we don't have enough vehicles to provide the requested transportation. By replacing these vehicles that are consistently in need of costly repairs, we will better be able to serve our community.
2. Due to there currently being no taxi service in our community, the demand for same day transportation has dramatically risen. We were utilizing 2 minivans to provide this transportation service along with other rides in order to meet the needs of our passengers and community; however, these vehicles are no longer operational. The high cost to repair these vehicles has put them out of service and now our operations is struggling to meet those increased demands.

### Equipment Project

1. Our current cradle points have surpassed their life expectancy and are going out of order one by one. We have a temporary fix for them so they will hopefully hold out until we can receive replacements. The cradle points are an integral part of our service by providing the internet service that operates our tablets on each vehicle. The tablets, and the lockboxes they are installed in, will also need to be updated and replaced. Our bus operators need to be able to log into the tablets to be able to complete all duties expected of them. The information necessary for each trip is accessed on the tablets.
2. Dispatch software is utilized by both dispatch and operators. Our current software has not been able to make changes and address the concern/problems that transit providers have with the software. Palace Transit has to manually route all the rides for each transit vehicle. Presently bus operators are not alerted in any way of address changes made to trips and dispatch is not alerted when a passenger is a no-show. Hopefully these issues could be addressed/fixed with this the new software.
3. By adding additional cameras to our buses, we will have improved security not only for our operators but also our passengers. This improved security will strengthen public perception of the transit system and may grow ridership. The camera may also prevent an incident from happening due to the knowledge of a camera watching and recording at all times.

4. The Palace Transit bus garage is set up in three sections. Currently there is full camera coverage around the exterior of the garage; however, there is only one camera located in the interior of the garage. The addition of cameras in the extended portion of the garage, by the storage areas and restroom as well as in the wash bay would allow for full coverage and security of the building. There are no offices located at the garage and is often times empty. The additional cameras provide protection for our staff and our passengers for possible incidents. This will also allow us to monitor our operators to ensure that pre-trip and post-trip inspections are being performed properly.
  
5. Two new computers and the required software is necessary for all operations and dispatch at Palace Transit. All trips are put into the software via computer, billing is completed using the computer and all reports are generated through the computer. A computer is an essential tool in today's working society.

## **Attachment 7 Public Notice**

Before the application can be approved by SDDOT, the applicant must provide a public notice offering the opportunity for a public hearing on the proposed project and invite service proposals from private and public transit providers.

The applicant must publish the public notice in newspaper(s) of general circulation in the service area. This notice shall be published at least twice, with the first publication at least ten days before the application is submitted to SDDOT. The public should be given thirty days from the first publication to respond. If a sample public notice is needed, please contact the SDDOT transit office.

The applicant must document the results of the public notice. If there is a request for a hearing, SDDOT will publish a notice of intent to hold a public hearing in a newspaper of general circulation in the service area. This notice shall be published at least twice before the public hearing with the first publication occurring not less than thirty days before the date of the hearing. SDDOT will make a transcript of the hearing.

A copy of the PUBLIC NOTICE must be sent by direct mail or email to all public and private transit or paratransit providers in the proposed service area at the time the notice is sent to the newspaper(s) for publishing. Any response to this mailing must be documented and submitted with this application.

## ORDER CONFIRMATION MEMO INVOICE

**CUSTOMER:**

CITY OF MITCHELL  
612 N Main St  
Mitchell, SD 573012620

**DATE: 03/09/2023**

**ACCOUNT NUMBER:**

MP246603

**ACCOUNT REPRESENTATIVE:**

Taylor Herhold

**ACCOUNT REP PHONE:**

7012415509

**ACCOUNT REP EMAIL:**

legals@forumcomm.com

**PURCHASE ORDER NUMBER:**

**COMPONENT-1**

**AD ID:**

202771-1

**PUBLICATION DATES:**

Mitchell Republic 03/15/2023

Mitchell Republic 03/18/2023

**TOTAL INSERTIONS:**

2

**CLASSIFICATION:**

SD Legals

**TAGLINE:**

Under the Department of Transportation C

**AD SIZE:**

1 x 3.486"

**COMPONENT 1 COST:**

\$15.32

**TOTAL COST:**

\$15.32

**PAID:**

\$0.00

**AMOUNT DUE:**

\$15.32

**ORDERED BY:**



Payment made by calling 701-241-5465 Forum Communications Company

or can be sent to: PO Box 2020

Fargo, ND 58107-2020

Under the Department of Transportation Capital Assistance Grant programs for Rural Public Transportation, Palace Transit, 300 W 1st Ave, Mitchell, SD 57301 presents notification of intent to apply for 5339 & 5310 funds.

This notice offers the opportunity for a public hearing, submittal of service proposals or comments regarding the project. Interested public or private transit or para-transit providers are invited to comment on this proposal or submit proposals to provide the service. Requests for a public hearing, comments, or request for a copy of the Section 5339 & 5310 proposal should be directed to: Jessica Pickett, 300 W 1st Ave, Mitchell, SD 57301 by March 31, 2023.

Published 1 times at the total approximate cost of \$15.32 and may be viewed free of charge at [www.sdpublicnotices.com](http://www.sdpublicnotices.com).  
(March 15 & 18, 2023) 202771



**Attachment 8  
Application Assurances**


The application assurance is required to be signed and submitted with the grant application.

Applicant Name: [City of Mitchell – Palace Transit](#)

The Board of Directors in approving the submission of this document certifies:

1. The transit organization herein meets the eligible subrecipient definition that serves elderly individuals and individuals with disabilities and or public: and
2. Sufficient funds will be available to provide the required local match and to operate the capital project: and
3. Sufficient managerial and fiscal resources exist to implement and manage the grant as outlined in this document and with all applicable laws and regulations: and
4. The project items purchased under this grant shall be maintained in accordance with the detailed maintenance schedules as stipulated by the manufacturer: and
5. The subrecipient agrees to meet the applicable federal requirements including charter requirements: and
6. The subrecipient will not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators: and
7. The subrecipient will conform to the 200 CFR part 200 requirements as it pertains to this funding.

**I am an officer of the above-mentioned applicant herein and authorized to make this verification on its behalf. I hereby verify that the foregoing statements are true and correct to the best of my knowledge.**



Signature

3/28/2023

Date

Bob Everson

Name (Printed)

Mayor

Title (Printed)

**Attachment 9**

**Assurance of Compliance with Title VI of the Civil Rights Act of 1964**

The Assurance of Compliance is required to be signed and submitted with the grant application.

Applicant Name: City of Mitchell – Palace Transit

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the U.S. Department of Transportation, to the end that, in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department under Federal Transit Administration programs; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient by the Department under Federal Transit Administration program, this assurance shall obligate the subrecipient, or in the case of any of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided this assurance shall obligate the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Recipient for the period during of which the Federal financial assistance is extended to it by the Department under the Federal Transit Administration programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Department under Federal Transit Administration programs. The Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subrecipient, its successors, transferees, and assignees. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Signed by:   
(Authorized Official)

Date: 3/28/2023

Bob Everson  
Name (Printed)

Mayor  
Title (Printed)

**Attachment 10**  
**Certification of Equivalent Service**

The certification is required if your agency intends to purchase non-ADA vehicles with grant funds received through this application. A separate certification is required to be signed and submitted with the grant application for each type of vehicle.

## Certification of Equivalent Service

Description of Purchase: Passenger Minivan                      Quantity: 2

City of Mitchell – Palace Transit certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the **most integrated setting feasible** and is equivalent with respect to:

- (1) Response time.
- (2) Fares.
- (3) Geographic service areas.
- (4) Hours and days of service.
- (5) Restrictions or priorities on trip purpose.
- (6) Any constraints on capacity or service availability; and
- (7) Availability of information and reservation capability.

In accordance with 49 CFR 37.77, public funded entities operating demand-responsive service which receive financial assistance from the Federal Transit Act must file this certification before procuring any inaccessible vehicle. This certification is valid for no longer than one year from its date of filing.

Bob Everson

Name of Authorized Official:

  
\_\_\_\_\_  
Signature:

Mayor

Title:

3/28/2023

Date:

---

Information below to be filled out by SDDOT:

Grant number: \_\_\_\_\_

Funding Agreement Number: \_\_\_\_\_

**REGULAR MEETING OF THE CITY COUNCIL  
COUNCIL CHAMBERS, CITY HALL  
MITCHELL, SOUTH DAKOTA**

**March 6, 2023  
6:00 P.M.**

**PRESENT:** Dan Allen, Marty Barington, John Doescher, Kevin McCardle, Steve Rice,  
Dan Sabers, Jeffrey Smith, Susan Tjarks

**ABSENT:**

**PRESIDING:** Mayor Bob Everson

**AGENDA:**

Moved by McCardle, seconded by Barington, to approve the following items on the consent agenda:

- a. City Council Minutes
  1. City Council February 21, 2023.
- b. Committee Reports
  1. Planning Commission February 13, 2023 and
  2. Planning Commission February 27, 2023 (unsigned).
- c. Automatic Supplement to Park Fund-Sports Complexes in the amount of \$3,710 from a donation of funds.
- d. 2022 Annual Report.
- e. SD DOT Capital Grant Application.
- f. Special Event Permit for Corn Palace Shrine Circus from Sunday, April 23 through Thursday, April 27, 2023.
- g. Special Event Permit for Mitchell Main Street & Beyond: 1<sup>st</sup> Fridays on Main.
- h. Special Event Permit for Mitchell Main Street & Beyond: Memorial Weekend in Mitchell on Saturday, May 27, 2023.
- i. Special Event Permit for Mitchell Main Street & Beyond: Oktoberfest on Saturday, September 30, 2023.
- j. Special Event Permit for Mitchell Main Street & Beyond: Parade of Lights on Tuesday, November 28, 2023.
- k. Raffle Permits
  1. Heart & Sole with the drawing to be held on June 16, 2023.
- l. Approval of volunteer board appointments
  1. Blake Sabers to the Business Improvement Board #3 for a term of January 1, 2023-December 31, 2025.
- m. Change Order #2-Final for Landfill Cell #4 Construction Project #2021-08 decreasing the contract amount by \$18,658.40 to A-G-E Corporation, adjust contract amount to \$867,287.30.

STREET: Matthew Geidel-\$22.412

**SALARY ADJUSTMENTS:**

E-911: Kyleena Dumas-\$28.741

MUNICIPAL BUILDINGS: Michael Leach-\$18.857

PALACE TRANSIT: Jacquelyn High-\$21.075

POLICE: Bryce Fuchs-\$27.993, Crystal Reitzel-\$23.862, Austin Resick-\$28.343

**TERMINATIONS:**

WASTEWATER: Isaiah Glanzer

**WARRANTS:** A&B Business Solutions, Contract-\$3,886.32; A-G-E Corporation, 2021-8 P.E. #5-Final-\$62,196.59; AAA Collections, Collection Fee-\$30.00; Advance Auto Parts, Supplies-\$88.51; AFLAC, Aflac Withholding-\$10,513.65; AFLAC Group, Critical Care-\$551.70; AFSCME Council 65, Union Dues-\$554.40; Airside Solutions, Repair Parts-\$201.20; Alex Air Apparatus, Supplies-\$1,130.12; Amazon Capital Services, Supplies-\$932.62; Aqua-Pure, Supplies-\$1,237.50; Aramark, Mat Cleaning-\$218.21; Armour School District, Corn Palace Games-\$2,314.50; AT&T Mobility, Utilities-\$646.89; Auto Body Specialties, Repair-\$16.32; Avera Occupational Medicine, Physicals-\$860.00; Bailey Metal Fabricators, Repair-\$293.33; Barr Engineering, 2021-20 P.E. #PH2-10-\$8,731.40; Bechen Electric, Maintenance-\$14,171.46; Becker Arena Products, Supplies-\$550.25; Big Daddy D's, Contract Services-\$3,340.80; Blackstone Publishing, Audiobooks-\$132.77; Blackstrap, Supplies-\$3,924.57; Brooks Oil, Supplies-\$912.18; BSN Sports, Supplies-\$7,420.00; Buckin' Wild Ranch, Sports Authority Promotion-\$600.00; Building Sprinkler, Inspection-\$368.70; Butler Machinery, Supplies-\$143,464.52; C&B Operations, Supplies-\$6,343.98; Carquest Auto Parts, Supplies-\$25.48; CDW Government, Supplies-\$385.88; Central Electric, Utilities-\$1,884.97; Century Link, Utilities-\$13.61; Chesterman, Supplies-\$594.56; CHS Farmers Alliance, Supplies-\$1,951.25; City of Mitchell, Golf Course Deductions-\$1,254.34; City of Mitchell, Recreation Deductions-\$1,805.32; Ck Bicycles & Locks, Supplies-\$39.00; Connor Carlson, Reimbursement-\$79.97; Converge One, Maintenance-\$4,492.36; Core & Main, Repair-\$71,068.48; Core-Mark Midcontinent, Supplies-\$10,012.61; Corn Palace, Supplies-\$14.75; Corsica Stickney School District, Corn Palace Games-\$3,610.50; Dakota Fluid Power, Supplies-\$8,592.03; Dakota Pump, Supplies-\$765.31; Dakota Riggers & Tool Supplies, Supplies-\$373.17; Dakota Supply Group, Supplies-\$194.00; Daniel Fechner, Travel-\$78.00; Darrington Water Conditioning, Rent-\$49.40; Davison County Register of Deeds, Annexation Paperwork-\$37.00; Delta Dental Plan of South Dakota, Dental Insurance-\$15,202.52; Department of Agriculture, Municipal Fees-\$15,500.00; Department of Motor Vehicle, Title, Plate, and Registration-\$81.00; Department of Social Services, Child Support-\$921.22; Diesel Machinery, Supplies-\$97.52; Dimock Dairy, Supplies-\$144.00; Donald Everson, Reimbursement-\$48.00; Dakota Wesleyan University, Sports Authority Promotion-\$1,500.00; EBSCO, Rate Adjustment-\$38.05; Eric Hieb, Contract

**CITIZENS INPUT:**

The Mitchell Main Street & Beyond executive board introduced themselves.

Council Member McCardle publicly apologized for how long the concession lines have been during basketball games and stated both concession stands should be open.

**BOARD OF ADJUSTMENT:**

Moved by Allen, seconded by Tjarks, for the City Council to recess and sit as the Board of Adjustment. Motion carried.

Moved by Rice, seconded by McCardle, to set date for March 20, 2023 on the application of Jay Schreurs for a variance for a combination of attached and detached accessory buildings of 2,704 square feet vs 2,000 square feet to build a new detached accessory building of 1,920 square feet located at 1800 Charles Avenue, legally described as Lots 8 & 9, Block 5 of Woods First Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by Rice, seconded by Sabers, for the Board of Adjustment to adjourn and the City Council to reconvene in regular session. Motion carried.

**CONSIDER APPROVAL:**

Moved by Allen, seconded by Tjarks, to reject both proposals received for Minnow Removal at Wastewater Treatment Lagoons Project #2023-18 and rebid. The two bids received were from Skinner Bait Farm and No Wait Bait, both in the amount of \$3,000.00. Motion carried.

**AWARD BIDS:**

Bids were opened and read on Water Main Distribution System Improvements, Project #2020-20A on the 15<sup>th</sup> day of February, 2023. Moved by Smith, seconded by Barington, to award contingent upon DANR approval and acquiring additional funds from utility rate increases and an SRF loan increase, as follows:

**WATER MAIN DISTRIBUTION SYSTEM IMPROVEMENTS  
PROJECT #2020-20A**

H & W Contracting, 3416 W Hoaland Drive, Sioux Falls, SD 57107

Total Bid                      \$2,262,671.30

Motion carried.

Bids were opened and read on Street Shop Fuel Storage Tank Replacement, Project #2021-51 on the 1<sup>st</sup> day of March, 2023. Moved by McCardle, seconded by Allen, to award, as follows:

WHEREAS the City of Mitchell Planning Commission after said hearing has recommended the proposed plan for Tax Incremental District Number Twenty-nine and has recommended its creation, setting the boundaries as listed in the project plan, and recommending adoption of the project plan.

THEREFORE, IT IS HEREBY RESOLVED:

1. Pursuant to SDCL 11-9-5, there is hereby created, as of March 6, 2023, the City of Mitchell Tax Incremental District Number Twenty-nine (TID 29). TID 29 is legally described as follows:

**Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Two (2), Original Town (now City) of Mitchell, Davison County, South Dakota.**

with a map showing said boundaries included in the Project Plan presented to Council on March 6, 2023.

2. A hearing by the City of Mitchell Planning Commission concerning the creation and boundaries of TID 29 was held on February 27, 2023.
3. The City Council, in consideration of the project plan, other documentary evidence, and testimony, hereby makes the following findings:
  - a. Pursuant to SDCL 11-9-8, not less than fifty percent (50%) by area of the real property within the proposed tax increment district will stimulate and develop the general economic welfare and prosperity of the City of Mitchell and State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources;
  - b. Further pursuant to SDCL 11-9-8, the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in TID 29;
  - c. Pursuant to SDCL 11-9-13, the project plan for TID 29 includes information satisfying each of the 5 requirements contained therein;
  - d. Pursuant to SDCL 11-9-16, the project plan for TID 29 includes information satisfying each of the 6 requirements contained therein; and
  - e. The plan is feasible and in conformity with the master plan of the City.
  - f. The aggregate assessed value of the taxable property in the District, plus all other tax incremental districts does not exceed ten (10%) percent of the total assessed valuation of the City.
  - g. TID 29 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
4. Based on the findings in Section 3 above, the City hereby approves and adopts the project plan and the proposed boundaries as recommended by the City of Mitchell Planning Commission.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Rice, to approve Resolution #R2023-12, Historic Preservation Findings in Relation to the Property at 112 and 114 E 1<sup>st</sup> Avenue, as follows:

**RESOLUTION #R2023-12**

**A RESOLUTION REGARDING SDCL SECTION 1-19A-11.1 FINDINGS  
IN RELATION TO THE PROPERTY AT 112 AND 114 EAST 1<sup>ST</sup> AVE**

WHEREAS, the Tobins Transfer Inc is the owner of certain real property at 112 and 114 E 1<sup>st</sup> Ave which is legally described as:

**West 30' of Lots 5 & 6, Block 12; E 21 ½' of W 52 ½' of Lot 5  
& 6, Block 12 all in Original Plat of Town (now City) of  
Mitchell, Davison County, South Dakota.**

WHEREAS the above described property is listed on the National Register of Historic Places.

WHEREAS Tobins Transfer Inc sought a demolition and building permit for their property on November 1, 2022.

WHEREAS state law puts certain processes in place which must be followed prior to any governmental action that may damage, destroy, or encroach upon any historic property.

WHEREAS, in consideration of such laws, the City of Mitchell did provide notice of the status of the property, reports of its condition, and eventually the Tobins Transfer Inc demolition plan to the State Historic Preservation Office (SHPO) which was received on December 7, 2022. On January 7, 2023 SHPO requested an abbreviated 11.1 case review which includes Mitchell Historic Preservation Commission to hear and act upon. This report was received by SHPO on February 6, 2023 but requested more information. On February 7, 2023 SHPO received additional information and photographs. On February 17, 2023 SHPO reached out to the City of Mitchell as to whether the building was a danger to public safety. On February 21, 2023, the City of Mitchell indicated that the building has been a pedestrian safety hazard since the accident to the building, which took place in December of 2021. On February 21, 2023 SHPO issued its determination based on the information provided, the structures do not appear to be deteriorated beyond repair. Upon review of the information submitted, it is the final opinion of the SHPO that this project will destroy historic property and that alternatives to this project have not been adequately considered and should be further explored.

WHEREAS SDCL 11.1 requires in this case that the City make a written determination that “based upon the consideration of all relevant factors, that there is no feasible and prudent alternative to the proposal and that the program includes all possible planning to minimize harm to the historic property, resulting from such use.”

7. That after ten days from sending such notice, compliance with SDCL 1-19A-11.1 shall no longer serve as an impediment to carrying out the proposed demolition plan.

Allen abstained. Motion carried and resolution declared duly adopted.

Moved by Sabers, seconded by Allen, to approve Resolution #R2023-13, Setting Utility Rates for 2023-2024 and Implementing a New Utility Rate Structure, as follows:

**Resolution #R2023-13**

**A RESOLUTION AMENDING CITY OF MITCHELL WATER & SEWER RATES & FEES TO FUND CURRENT AND FUTURE INFRASTRUCTURE IMPROVEMENT PROJECTS.**

**WHEREAS**, the City of Mitchell has been involved in a comprehensive infrastructure planning process,

**WHEREAS**, many of these projects will include state revolving loan financing that the city will be obligated to repay through rates,

**WHEREAS**, these improvements are necessary to meet expected demands of current customers in the next 5-10 years, as well as any future demands from growth and development within the City of Mitchell;

**WHEREAS**, the Mitchell City Council asked that rates be set with quarterly increases until they reach the necessarily level in 2027 to fund the projected increases required for planned improvements in order to make the increases more gradual for residents;

**THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mitchell, SD that effective June 1, 2023 rates be set at:

**Water Rates**

		<i>Current</i>	<i>Effective 6/1/2023</i>
<i>Base Rate</i>	<i>1" and less</i>	\$9.21	\$ 13.00
	<i>1 1/2"</i>	\$9.21	\$ 26.00
	<i>2"</i>	\$9.21	\$ 41.60
	<i>3"</i>	\$9.21	\$ 78.00
	<i>4"</i>	\$9.21	\$ 130.00
	<i>6"</i>	\$9.21	\$ 260.00
<i>Water Usage</i>		\$4.15	\$ 5.10

Water rates include the following surcharges that are segregated from the total fees collected:

2024 Water Rate & Effective Date		1/1/2024	4/1/2024	7/1/2024	10/1/2024
Base Rate	1" and less	\$ 13.94	\$ 14.88	\$ 15.82	\$ 16.75
	1 1/2"	\$ 27.87	\$ 29.74	\$ 31.62	\$ 33.50
	2"	\$ 44.60	\$ 47.60	\$ 50.60	\$ 53.60
	3"	\$ 83.62	\$ 89.24	\$ 94.87	\$ 100.50
	4"	\$ 139.37	\$ 148.74	\$ 158.12	\$ 167.50
	6"	\$ 278.75	\$ 297.50	\$ 416.25	\$ 335.00
Water Usage		\$ 6.48	\$ 6.48	\$ 6.48	\$ 6.48

Water rates include the following surcharges that are segregated from the total fees collected:

\$1.78/month/user	DSWRF- 02	Water Storage Tank
\$.85/month/user	DSWRF-05	West Water Tower Repairs

### Sewer Rates

2024 Sewer Rate & Effective Date		1/1/2024	4/1/2024	7/1/2024	10/1/2024
Residential	Base	\$ 29.45	\$ 29.85	\$ 30.25	\$ 30.65
	Volume	\$ 4.05	\$ 4.10	\$ 4.16	\$ 4.22
Non Residential	Base	\$ 29.45	\$ 29.85	\$ 30.25	\$ 30.65
	Volume	\$ 5.06	\$ 5.13	\$ 5.20	\$ 5.27
Industrial	Base	\$ 29.45	\$ 29.85	\$ 30.25	\$ 30.65
	Volume	\$ 4.03	\$ 4.08	\$ 4.14	\$ 4.20
	BOD	\$ 0.89	\$ 0.90	\$ 0.91	\$ 0.92
	TSS	\$ 1.30	\$ 1.32	\$ 1.34	\$ 1.36
	TKN	\$ 4.86	\$ 4.92	\$ 4.99	\$ 5.06

Sewer rates include the following surcharges that are segregated from the total fees collected:

\$8.05/month/user	CW-05	Sanborn Phase II
\$3.70/month/user	CW-06	East Central Drainage Phase I
\$.99/month/user	CW-07	East Central Drainage Phase II
\$1.11/month/ user	CW-08	Daily Drive Lift Station Waste Water Treatment Plant Improvements
\$11.60/month/user	CW-09	Phase I
\$.77/month user	CW-12	Livesay Improvements

Motion carried and resolution declared duly adopted.

### **ORDINANCE:**

Moved by Smith, seconded by Barington, to place Ordinance #O2023-01, Rezoning Lots 3 and

American Rescue Plan Act (ARPA) Section 5310 (CFDA NO. 20.513)

STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF SECRETARIAT  
OFFICE OF AIR, RAIL, AND TRANSIT

SUB-RECIPIENT AGREEMENT  
BETWEEN

City of Mitchell, South Dakota  
d/b/a Palace Transit

State of South Dakota  
Department of Transportation  
Office of Air, Rail, and Transit  
700 East Broadway Avenue  
Pierre SD 57501

Referred to in this Agreement as the Sub-Recipient

Referred to in this Agreement as the State

The State and the Sub-Recipient enter into this Agreement (the "Agreement") for a grant award of federal financial assistance to the Sub-Recipient.

**A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS**

1. FEDERAL AWARD IDENTIFICATION:

- a. Sub-Recipient's name: City of Mitchell, South Dakota
- b. Sub-Recipient's DUNS number: 040914277 and unique entity identifier: JXEFNSSK2VF4
- c. Federal Award Identification Number (FAIN): SD-2023-003
- d. Federal award date: 02/27/2023
- e. Sub-award period of performance: 02/27/2023-02/27/2024
- f. Amount of federal funds obligated to the Sub-Recipient by this Agreement: \$2,200.70
- g. Total amount of federal funds obligated to the Sub-Recipient: \$2,200.70
- h. Total amount of the federal award committed to the Sub-Recipient: \$2,200.70
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: FY21 Formula 5310- ARPA Operating Payroll Expenses
- j. Name of federal awarding agency: Federal Transit Administration  
pass-through entity: South Dakota Department of Transportation  
contact information for awarding official of the pass-through entity:  
Office of Air, Rail and Transit  
700 East Broadway Avenue  
Pierre SD 57501
- k. CFDA No. and name: 20.513; Enhanced Mobility of Seniors and Individuals with Disabilities
- l. Is the grant award for research and development (R&D)? Yes  No
- m. Indirect Cost Rate for federal award: N/A

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement will be effective on February 27, 2023, and will end on February 27, 2024, unless sooner terminated pursuant to the terms of this Agreement.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

a. BACKGROUND:

- i. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 (ARPA) into law. ARPA provides federal funding to support the nation's public transportation systems as they continue to respond to the operations during the COVID-19 pandemic and support the President's call to vaccinate the U.S. population.
- ii. The Federal Transit Administration (FTA) is allocating Twenty-Six Billion Six Hundred Million Dollars (\$26,600,000,000.00) to recipients of urbanized area, rural area and Tribal governments statutory formula funds; Two Billion Two Hundred Million Dollars (\$2,200,000,000.00) for FTA Grant recipients in communities that demonstrate additional pandemic-associated needs; One Billion Six Hundred Seventy-Five Million Dollars (\$1,675,000,000.00) for projects in the Capital Investment Grants (CIG) Program; Fifty Million Dollars (\$50,000,000.00) for the Enhanced Mobility of Seniors and Individuals with Disabilities formula programs; Twenty-Five Million Dollars (\$25,000,000.00) for competitive planning grants; and Five Million Dollars (\$5,000,000.00) for competitive Tribal grants. Funding will be provided at a one hundred percent (100%) federal share, with no local match required.
- iii. Under 49 U.S.C., Section 5310, as amended, the Section 5310 Program of the Fixing America's Surface Transportation Act (FAST Act) Section 3006(b) provides capital grants to private nonprofit corporations and associations for the specific purpose of assisting the private nonprofit corporations and associations in providing transportation services meeting the special needs of elderly persons and persons with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate.
- iv. The Governor of the State of South Dakota, in accordance with a request by the United States Department of Transportation, Federal Transit Administration, referred to in this Agreement as "FTA," has designated the State to evaluate and select projects proposed by eligible recipients and to coordinate the grant applications.
- v. The State and the Sub-Recipient want to secure and utilize grant funds for the transportation needs of the elderly persons and persons with disabilities in South Dakota.

b. PURPOSE:

The purpose of this Agreement is to provide for the facilitation of transportation services by the Sub-Recipient to the elderly and persons with disabilities, and to state the terms, conditions, and mutual understandings of the parties as to the manner in which these services will be undertaken and completed.

c. SCOPE OF PROJECT:

The Sub-Recipient will undertake and complete the services as described in the Sub-Recipient's application, referred to in this Agreement as the "PROJECT," which application is incorporated by reference, filed with, and approved by the State and FTA in accordance with the terms and conditions of this Agreement.

4. BASIS FOR SUBAWARD AMOUNT:

The cost of the PROJECT will be in the amount indicated in the Sub-Recipient's application or the latest approved PROJECT budget, attached to this Agreement as **Exhibit F**, and will be born in the manner described in this Agreement. The Sub-Recipient agrees that no refund, or reduction of the amount so provided, will be made, unless there is, a refund to the State of a proportional amount of the GRANT.

- a. The State and the Sub-Recipient have agreed to the purchase of the following equipment:

Operating Expenses

- b. The State will provide one hundred percent (100%) of the total equipment and purchase costs approved by the State.

The State will pay one hundred percent (100%) of the total costs of the equipment listed in Paragraph A. 4. a. directly to either the Sub-Recipient or the vendor, upon equipment delivery. Any purchase made by the Sub-Recipient under this Agreement in an amount over Five Thousand Dollars (\$5,000.00) requires verification of receipt of equipment by physical inspection before payment is processed. The Sub-Recipient must comply with State and FTA procurement policies and procedures.

5. RISK ASSESSMENTS, MONITORING, AND REMEDIES:

Risk assessments will be ongoing throughout the project period. The Sub-Recipient agrees to allow the State to monitor the Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: on-site visits, follow-up, document or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

The Sub-Recipient will comply with ongoing risk assessments to facilitate the monitoring process, and further, the Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including, but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Sub-Recipient, debarment, or other remedies including civil and criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient will maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient will retain such records for a period of three (3) years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which will include all information disclosed to the Sub-Recipient by the State, will be retained in the Sub-Recipient's secondary and backup systems and will remain fully subject to the obligations of confidentiality stated in this Agreement until such information is erased or destroyed in accordance with the Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement must be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If the Sub-Recipient expends \$750,000.00 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit  
427 South Chapelle Street  
% 500 East Capitol Avenue  
Pierre, SD 57501-5070

If Sub-Recipient prefers to send the engagement via electronic mail (email), the Sub-Recipient should contact the Department of Legislative Audit via telephone number (605) 773-3595 to obtain the email address to use.

If the Sub-Recipient expends less than \$750,000.00 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits will be filed with and approved by the State Auditor General by the end of the ninth month following the end of the fiscal year of the entity being audited or thirty (30) days after receipt of the auditor's report, whichever is earlier.

For either an entity-wide, independent financial audit, or an audit under 2 CFR Part 200, Subpart F, the Sub-Recipient will resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient will facilitate and aid any such reviews, examinations, and agreed upon procedures, the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and awards may be suspended, until the audit is completely resolved.

The Sub-Recipient will be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 CFR 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and federal agency each has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, the Sub-Recipient will comply in full with the administrative requirements and cost principles as outlined in U.S. Office of Management & Budget (OMB) uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

## 8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, the Sub-Recipient attests to the following requirements as set forth in South Dakota Codified Law (SDCL) § 1-56-10:

- a. A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- b. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- c. An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- d. If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

The Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

The Sub-Recipient agrees to disclose to the State, in writing, any conflicts of interest that exist under the Sub-Recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the State of South Dakota's OpenSD website.

In the event of a significant change in the conflict of interest policy, the Sub-Recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. The Sub-Recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and

expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

## 9. CLOSEOUT

- a. For purposes of this Agreement, "Date of Completion" means the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph B. 3.
- b. The Sub-Recipient will submit a final financial report to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments on the basis of the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.
- d. The Sub-Recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.
- e. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.
- f. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three (3) years after the date the State approves the final financial report.
- g. If either the final financial report or the final audit discloses an overpayment to the Sub-Recipient, the State may, at its option, either require the Sub-Recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the Sub-Recipient under this Agreement or under any other agreement between the Sub-Recipient and the State.
- h. The Sub-Recipient will provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.

## B. STANDARD PROVISIONS:

### 1. ASSIGNMENT AND AMENDMENT

The Sub-Recipient will not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order, or obligate the Sub-Recipient in any manner with any third party with respect to the Sub-Recipient's rights and responsibilities under this Agreement, without the State's prior written consent.

### 2. RECORDS AND REPORTS

The Sub-Recipient will advise the State regarding the progress of the PROJECT at such times and in such manner as the State and FTA may require, including, but not limited to, meetings and interim reports.

The Sub-Recipient will maintain an accurate cost accounting system for all costs incurred in connection with the PROJECT. The Sub-Recipient will produce for examination, books of accounts, bills, invoices, and other vouchers, or certified copies, if the originals be lost, at such reasonable time and place as the State may designate. The Sub-Recipient will permit extracts and copies to be made during the PROJECT period and will retain records for three (3) years after the date of final payment of federal funds to the Sub-Recipient and all other pending matters are closed.

### 3. TERMINATION

- a. For Convenience. The State may, with the concurrence of FTA, terminate the PROJECT and cancel this Agreement if both parties agree that the continuation of the PROJECT would not produce beneficial results commensurate with the further expenditure of funds.
- b. For Cause. The State may, by written notice to the Sub-Recipient, terminate the PROJECT and cancel this Agreement for any of the following reasons:
  - i. The Sub-Recipient discontinues the use of the PROJECT equipment for the purpose of providing transportation services to a segment of the general public, as defined by age, disability, or low income, during the equipment's useful life.
  - ii. The Sub-Recipient takes any action pertaining to this Agreement without the State's approval and which under the procedures of this Agreement would have required the State's approval.
  - iii. The Sub-Recipient's commencement, prosecution, or timely completion of the PROJECT is, for any reason, rendered improbable, impossible, or illegal.
  - iv. The Sub-Recipient is in default under any provision of this Agreement.
  - v. FTA fails to provide the State with sufficient federal funds to meet the State's share of the PROJECT costs.
  - vi. The Sub-Recipient fails to commence, maintain, or continue good faith efforts to coordinate transit services with the public and other entities or organizations providing transit services in the PROJECT area.
- c. Action Upon Termination. Upon termination of the PROJECT and cancellation of this Agreement under the provisions of paragraph a. or b. of this Section, the Sub-Recipient will dispose of the PROJECT equipment in accordance with the OMB regulations found at 2 CFR Part 200.

4. AGREEMENT CHANGES

This Agreement may not be amended, except in writing, which writing will be identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.

5. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of, or delegate to, the Congress of the United States will be admitted to any share or part of this Agreement, or to any benefit arising from this Agreement.

6. PROHIBITED INTEREST

No member, officer, or employee of the Sub-Recipient, during the Sub-Recipient's tenure or within one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or its proceeds.

7. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Sub-Recipient will not discriminate against any employee, or applicant for employment, because of race, religions, color, sex, disability, or national origin. Such actions will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

8. CIVIL RIGHTS

The Sub-Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the U.S. Department of Transportation issued pursuant to the Act. The Sub-Recipient has signed Local Civil Rights Assurances to this effect which is attached as **Exhibit A** and made a part of this Agreement.

The Sub-Recipient will provide services in compliance with the Americans With Disabilities Act of 1990, and any amendments. The Sub-Recipient has signed Americans With Disabilities Assurance to this effect which is attached as **Exhibit B** and made a part of this Agreement.

The State, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, CFR, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award.

#### 9. DISADVANTAGED BUSINESS ENTERPRISES

In connection with the performance of this Agreement, the Sub-Recipient will cooperate with the State in meeting the State's commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE) and will use the Sub-Recipient's best efforts to insure that Disadvantaged Business Enterprises have maximum practicable opportunities to compete for subcontract work under this Agreement. The Sub-Recipient will carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation (USDOT) assisted contracts. Failure by the Sub-Recipient to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy as the State deems appropriate. The State's DBE program, as required by 49 CFR Part 26 and as approved by the USDOT, is incorporated in this Agreement by reference.

#### 10. SUBCONTRACTORS/SUB-SUB-RECIPIENTS

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

The subcontractor or other sub-recipient must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors or other sub-recipients to include these clauses in any lower tier subcontracts. The prime contractor will be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

#### 11. QUESTIONS OF FACTS/DISPUTES

Any question of fact or dispute with work not disposed of by agreement between the parties will be referred to the Program Manager, Office of Air, Rail, and Transit, South Dakota Department of

Transportation or designee, for determination, whose decision will be final and conclusive to the parties to this Agreement.

12. INSURANCE

The Sub-Recipient will maintain adequate general liability, workers' compensation, and automobile liability insurance during the period of this Agreement.

13. INDEMNIFICATION

The Sub-Recipient will indemnify the State, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the Sub-Recipient performing services under this Agreement. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents, or employees.

14. INTEGRITY

The Sub-Recipient agrees that any persons or entities, that by defined events or behavior potentially threaten the integrity of federally administered non-procurement programs, are excluded from participation in FTA-assisted programs.

15. DEBARMENT AND SUSPENSION

The Sub-Recipient will comply with the federal requirement for debarment, suspension, and other responsibility matters. The Sub-Recipient has signed the certification for debarment, suspension, and other responsibility matters to this effect which is attached as **Exhibit D** and made a part of this Agreement.

16. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota without regard to any conflicts of law principals, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement will be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

17. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

18. SEVERABILITY

In the event that any portion of this Agreement will be held unenforceable or invalid by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement, which will remain in full force and effect.

19. TITLE VI ASSURANCE

The Sub-Recipient will be bound by **Exhibit E**, attached to and made a part of this Agreement, said assurance being entitled, "STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES APPENDIX A & E."

## 20. CERTIFICATION REGARDING LOBBYING

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the Sub-Recipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65. Any Sub-Recipient who applies or bids for an award of \$100,000.00 or more will file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached to this Agreement as **Exhibit F**. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier will also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

## 21. FEDERAL CHANGES

The Sub-Recipient will at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the agreement between the State and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Sub-Recipient's failure to comply will constitute a material breach of this Agreement.

## 22. NOTICE

Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation  
Attn: Program Manager  
700 East Broadway Avenue  
Pierre, South Dakota 57501

City of Mitchell, South Dakota  
Attn: Transit Director  
300 W 1<sup>st</sup> Ave  
Mitchell, SD 57301

Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered mail or certified mail, or, if personally delivered, when received by such party.

23. FUNDING

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement may be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

24. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

25. CONFLICT OF INTEREST

The Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL §§ 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL §§ 5-18A-17 through 5-18A-17.6.

26. TERMS

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State will be a violation of the terms of this Agreement, and the Agreement will be subject to termination.

**C. GRANT SPECIFIC PROVISIONS**

1. PURCHASE OF PROJECT EQUIPMENT

The Sub-Recipient will make PROJECT purchases, financed in whole or in part, pursuant to this Agreement in accordance with applicable state law and the standards set forth by the Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The Sub-Recipient will make PROJECT purchases in conformity with the latest approved PROJECT Budget. The Sub-Recipient will include the following provision in any advertisement or invitation to bid for any procurement under this Agreement:

**Statement of Financial Assistance:**

This contract is subject to a financial assistance contract between the State of South Dakota and the U.S. Department of Transportation.

2. TITLE TO PROJECT EQUIPMENT

Title to the PROJECT equipment will be in the name of the Sub-Recipient, subject to the restrictions on use and disposition of the PROJECT equipment set forth in this Agreement.

3. USE OF PROJECT EQUIPMENT

The Sub-Recipient must use the PROJECT equipment and facilities for the provision of transportation service as described in the PROJECT application. If the PROJECT equipment is not used in this manner, or is withdrawn from transportation service, the Sub-Recipient will immediately notify the State. If the equipment can still be used for transportation service, and the State gives written approval

for transfer of equipment, the Sub-Recipient may transfer ownership of the equipment to another private nonprofit organization with the Sub-Recipient to receive a payment of zero percent (0%) of the estimated equipment value from the receiving organization. The State will establish the estimated equipment value and the State may permit the Sub-Recipient to dispose of the PROJECT equipment in accordance with the South Dakota State Management Plan.

The Sub-Recipient will keep satisfactory records with regard to the use of the property and will submit to the State, upon request, such information as is required in order to assure compliance with this Agreement. The Sub-Recipient will immediately notify the State in all cases where the PROJECT equipment is used in a manner substantially different from that described in the PROJECT application. The Sub-Recipient will maintain, in an amount and form satisfactory to the State, such insurance or self-insurance as will be adequate to protect the PROJECT equipment and facilities throughout the period of required use.

The Sub-Recipient will submit to the State, at the time of submittal of the Sub-Recipient's annual application for Section 5310 funds, a certification that the PROJECT equipment is still being used in accordance with the terms of this Agreement and that no part of the local contribution to the cost of the PROJECT has been refunded or reduced. During this period, the Sub-Recipient will maintain the PROJECT equipment and facilities at a high level of cleanliness, safety, and mechanical soundness. The State and FTA will have the right to conduct periodic inspections for the purpose of confirming proper maintenance of the PROJECT equipment and facilities.

#### 4. MOTOR VEHICLE SAFETY AND POLLUTION

The Sub-Recipient will ensure the motor vehicles will comply with the Motor Vehicle Safety Standards as established by the USDOT.

#### 5. CHARTER BUS AND SCHOOL BUS PROVISIONS

- a. In connection with equipment and funding provided for the PROJECT, the Sub-Recipient will meet the latest federal charter requirements.
- b. In connection with equipment and funding provided for the PROJECT, the Sub-Recipient will not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators. Equipment must remain open to the public at all times and be clearly marked for public use.
- c. The Sub-Recipient will include the following requirements in each subcontract exceeding \$100,000.00, financed in whole or in part with federal assistance provided by the FTA:
  - i. Charter Bus: The Sub-Recipient will comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," and it must not interfere with or detract from the provision of mass transportation.
  - ii. School Bus: Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specific exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- d. Agreement with All Registered Charter Providers: The Sub-Recipient may provide charter service directly to a customer consistent with an agreement entered into with all registered charter providers in the Sub-Recipient's area. The Sub-Recipient is allowed to provide charter

service up to ninety (90) days without an agreement with a newly registered charter provider in the geographic service area subsequent to the initial agreement. Any parties to an agreement may cancel the agreement after providing ninety (90) days' written notice to the Sub-Recipient.

## 6. LABOR PROTECTION WARRANTY

The following language is made a part of this Agreement as required by the U.S. Department of Labor (U.S. DOL). The Sub-Recipient acknowledges that by accepting this Agreement, the Sub-Recipient accepts full responsibility for the protection of labor described as follows:

- a. General Application. The State agrees, in the absence of waiver by U.S. DOL, the terms and conditions of this warranty, as set forth below, will apply for the protection of the employees of any employer providing transportation services assisted by the PROJECT, and the transportation related employees of any other surface public transportation providers in the transportation service area of the PROJECT.

The State will provide to the U.S. DOL, and maintain at all times during the PROJECT, an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the PROJECT, in the transportation service area of the PROJECT, and any labor organizations representing the employees of such providers.

Certification by the State to the U.S. DOL that designated the Sub-Recipient has indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of noncompliance by the U.S. DOL.

- b. Standard Terms and Conditions.

- i. The PROJECT will be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Sub-Recipient or the employees of any other surface public transportation provider in the transportation service area of the PROJECT. The Sub-Recipient and any other legally responsible party designated by the State are obligated to assure that any and all transportation services assisted by the PROJECT are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "PROJECT," as used in this Agreement, will not be limited to the particular facility, service, or operation assisted by federal funds, but will include any changes, whether organizational or otherwise, which are a result of the assistance provided. The phrase "as a result of the PROJECT" will, when used in the Unified Protective Arrangement for Application to Capital and Operating Assistance Projects Pursuant to Section 5333(b) of Title 49 of the U.S.C, Chapter 53, referred to in this Agreement as the "Arrangement," include events related to the PROJECT occurring in anticipation of, during, and subsequent to the PROJECT and any program of efficiencies or economics related to the PROJECT; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the PROJECT (including any economics or efficiencies unrelated to the PROJECT) are not within the purview of this Arrangement.

An employee covered by this Arrangement, who is not dismissed, displaced, or otherwise worsened in position with regard to his/her employment as a result of the PROJECT, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the PROJECT, discontinuance of the PROJECT services, or exhaustion of the PROJECT funding will not be deemed eligible for a dismissal or displacement allowance within the meaning of Section 5311, Paragraphs (6) and (7) of the Arrangement or applicable provisions of comparable substitute Arrangements.

- ii. (a) Where employees of the Sub-Recipient are represented for collective bargaining purposes, all the PROJECT services provided by the Sub-Recipient will be provided under, and in accordance with, any collective bargaining agreement applicable to such employees which is then in effect.

- (b) The Sub-Recipient or legally responsible party will provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice will be provided by certified mail through their representatives. The notice will contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Sub-Recipient's employment available to be filled by such affected employees.
- iii. The procedures of this subparagraph will apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Sub-Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this Arrangement will commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (v.) of this warranty. The foregoing procedures will be complied with and carried out prior to the institution of the intended action.
- iv. For the purpose of providing the statutory required protections, including those specifically mandated by 49 U.S.C. Section 5333(b), the State will assure as a condition of the release of funds that Sub-Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) agreement<sup>1</sup> executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefore, if approved by the U.S. Secretary of Labor and certified for inclusion in these conditions.
- v. Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this Arrangement, which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or if they cannot agree upon such procedure, to the U.S. DOL or an impartial third party designated by the U.S. DOL for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, will be borne equally by the parties to the proceeding and all other expenses will be paid by the party incurring them.
- In the event of any dispute as to whether or not a particular employee was affected by the PROJECT, it will be employee's obligation to identify the PROJECT and specify the pertinent facts of the PROJECT relied upon. It will then be the burden of either the Sub-Recipient or the State to prove that factors other than the PROJECT affected the employees. The claiming employee will prevail if it is established that the PROJECT had an effect upon the employee even if other factors may also have affected the employee.
- vi. The Sub-Recipient, or other legally responsible party designated by the State, will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these Arrangements, or the union representative of such employee, may file claim of violation of these Arrangements with the Sub-Recipient within sixty (60) days of the date employee is terminated or laid off as a result of the PROJECT, or within eighteen (18) months of the date his/her position with respect to his/her employment is otherwise worsened as a result of the PROJECT. In the

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<sup>1</sup>Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pensions rights and benefit(s) under existing collective bargaining agreements or otherwise); (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to Section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended.

latter case, if the events giving rise to the claim have occurred over an extended period, the eighteen (18) month limitation will be measured from the last such event. No benefits will be payable for any period prior to six (6) months from the date of the filing of any claim.

- vii. Nothing in this Arrangement will be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor will this Arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state, or local law.
  - viii. If any employee covered by these Arrangements is terminated or laid off as a result of the PROJECT, the Sub-Recipient will give this employee priority of employment or reemployment to fill any vacant position within the control of the Sub-Recipient for which employee is, or by training or retraining within a reasonable period, can become qualified. If training or retraining is required by such employment or reemployment, the Sub-Recipient or other legally responsible party designated by the State will provide or arrange for others to provide for such training or retraining at no cost to the employee.
  - ix. The Sub-Recipient will post, in a prominent and accessible place, a notice stating that the Sub-Recipient has received federal assistance under the 49 U.S.C. Chapter 53, and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice will also specify the terms and conditions set forth in this Agreement for the protection of employees. The Sub-Recipient will maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these Arrangements and to the proper determination of any claims arising thereunder.
  - x. Any labor organization which is the collective bargaining representative of employees covered by these Arrangements may become a party to these Arrangements by serving written notice of its desire to do so upon the Sub-Recipient and the U.S. DOL. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these Arrangements, as applied to the PROJECT, the dispute as to whether such organization will participate will be determined by the U.S. Secretary of Labor.
  - xi. If the PROJECT is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions will be made part of the agreement of assistance between the federal government and the State or the Sub-Recipient of federal funds; provided however, that this Arrangement will not merge into the agreement of assistance, but will be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor will any other employee protective agreement merge into this Arrangement, but each will be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.
- c. Waiver. As a part of the grant approval process, either the Sub-Recipient or the State may, in writing, seek from the U.S. Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases where at the time of the requested waiver the Secretary determines that there are no employees of the Sub-Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the PROJECT. The U.S. DOL will give a thirty (30) day notice of proposed waiver and, in the absence of timely objection, the waiver will become effective at the end of the thirty (30) day notice period. In the event of timely objection, the U.S. DOL will review the matter and determine whether a waiver will be granted. In the absence of waiver, these protections will apply to the PROJECT.

7. ACCESSIBILITY REQUIREMENTS

The Sub-Recipient's facilities will be accessible to the semiambulatory and nonambulatory to the extent necessitated by local conditions, as stated in **Exhibit A**, and in compliance with federal accessibility requirements as set forth in Section 504 of the Rehabilitation Act of 1973 (49 CFR Part 27).

Should the accessibility needs of the area's residents change in the future and additional accessibility features be required, the Sub-Recipient agrees to take action appropriate to retrofit vehicles and facilities in such a way as to satisfy the accessibility needs of the area. To assist the Sub-Recipient, the State will reserve a portion of new Section 5311 funds if these funds become available for future retrofit projects.

8. ENERGY EFFICIENCY AND CLEAN AIR ACT

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiencies, including the requirements contained in ASHRAE Standard 90:1-1999 and the Energy Policy and Conservation Act, 42 U.S.C. 6321 which, among other things, authorized development and implementation of State energy conservation plans. The Sub-Recipient will comply with sections 306 and 508 of the Clean Air Act of 1995, which establishes, among other things, national standards for vehicle emissions, 42 U.S.C. 7401, et seq. The Sub-Recipient will comply with Executive Order 11738 and Environmental Protection Agency (EPA) regulations.

9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Sub-Recipient acknowledges and agrees that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and will not be subject to any obligations or liabilities to the Sub-Recipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Sub-Recipient will include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. The Sub-Recipient will not modify the above clause, except to identify the subcontractor who will be subject to its provisions.

10. PRIVACY ACT

If the Sub-Recipient maintains files on drug and alcohol enforcement activities for FTA, and those files are maintained in such a way that information could be retrieved by personnel identified, then all requirements of the Privacy Act apply.

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Sub-Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq. and U.S. DOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to the Sub-Recipient's actions pertaining to the PROJECT. Upon execution of the underlying agreement, the Sub-Recipient certifies or affirms the truthfulness and accuracy of any statement the Sub-Recipient has made, makes, may make, or causes to be made, pertaining to the underlying agreement or the FTA assisted project for which this agreement work is being performed. In addition to other penalties that may be applicable, the Sub-Recipient further acknowledges that if the Sub-Recipient makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Sub-Recipient to the extent the federal government deems appropriate.

## 12. FACILITY, EQUIPMENT, AND VEHICLE MAINTENANCE PLANS

The Sub-Recipient will participate and comply with the requirements of the Asset Management Program and Safety Program. The Sub-Recipient's participation will ensure the maximum useful life of each asset is obtained while maintaining a safe working environment.

The Sub-Recipient, as part of the building facility maintenance plan, will submit a written maintenance plan to the State which plan will include a series of inspections and routine maintenance actions designed to ensure the proper care and maximum useful life of facilities and equipment, and a record keeping system that maintains adequate permanent records of maintenance and inspection activity for facilities and equipment.

The Sub-Recipient will service each vehicle in accordance with the maintenance schedule located in the owner's manual of the vehicle, and will keep records to show service was completed. Upon request by the State, the Sub-Recipient will allow the State to review maintenance records.

## 13. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and condition required by the State, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the State, as set forth in this Agreement, are incorporated by reference. All FTA mandated terms will be deemed to control in the event of a conflict with other provision contained in this Agreement. The Sub-Recipient will not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

The Sub-Recipient will include this requirement in each subcontract financed in whole or in part with federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

## 14. FEDERAL WATER POLLUTION CONTROL ACT

The Sub-Recipient will comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.* The Sub-Recipient will report each violation to the State and understands and agrees the State will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

## 15. ENERGY CONSERVATION

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## 16. REPORTING OF PROJECT EVENTS

The Sub-Recipient will report to the State any event that may impact the schedule, cost, capacity, usefulness, or purpose of the project under this Agreement immediately upon discovery. Pursuant to Section 39(b)(1)(2) of the FTA Master Agreement, if a current or prospective legal matter that may affect the Federal Government emerges, the Sub-Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Sub-Recipient is located. The Sub-Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying

Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

This Agreement has been executed by the State and the Sub-Recipient, acting by and through their duly authorized representatives.

City of Mitchell, South Dakota

State of South Dakota  
Department of Transportation

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: Mayor

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

City Auditor/Clerk

(City Seal)

LOCAL CIVIL RIGHTS ASSURANCES

The city of Mitchell

, South Dakota, certifies as a condition to receiving federal assistance under Section 5311 of the Intermodal Surface Transportation Efficiency Act of 1991, as amended, that:

1. No person will on the grounds of race, color, creed, national origin, sex, age, or disability be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program, or activity for which this recipient receives federal financial assistance from the Federal Transit Administration.
2. The city of Mitchell, South Dakota, will not discriminate against any employee or applicant for employment because of race, color, sex, age, disability, or national origin, and will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age, disability, or national origin.
3. The city of Mitchell, South Dakota will conduct any program or operate any facility that receives or benefits from federal financial assistance administered by the State in compliance with all requirements imposed by or pursuant to 49 CFR, Part 27, "Nondiscrimination on the Basis of Handicap in Federally Assisted Programs and Activities receiving or Benefiting from Federal Financial Assistance."
4. Special efforts are being made to provide transportation that handicapped persons, including wheelchair users and semi-ambulatory persons, can use. This transportation will be reasonable in comparison to the transportation provided to the general public and will meet a significant fraction of the actual transportation needs of such persons within a reasonable time. (This "Special Efforts Certification" may be filed with the State on a one-time basis and referenced in each application).
5. A Standard South Dakota Department of Transportation Title VI/Nondiscrimination Assurance, signed and dated, has been filed with the State.

The person whose signature appears below is authorized to sign this assurance on behalf of the recipient.

City of Mitchell, South Dakota

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ASSURANCE CONCERNING NONDISCRIMINATION ON THE BASIS OF DISABILITY  
IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES  
RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

Implementing the Rehabilitation Act of 1973, as amended, and  
the Americans With Disabilities Act of 1990

City of Mitchell, South Dakota, ("the Sub-Recipient")

AGREES THAT, as a condition to the approval or extension of any federal financial assistance from the Federal Transit Administration (FTA) to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research or to participate in or obtain any benefit from any program administered by the FTA, no otherwise qualified person with a disability will, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance administered by the FTA or any entity within the United States Department of Transportation (USDOT).

Specifically, the Sub-Recipient GIVES ASSURANCE that it will conduct any program or operate any facility so assisted in compliance with all applicable requirements imposed by USDOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990 (any subsequent amendments thereto) set forth at 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by any other federal departments or agencies.

City of Mitchell, South Dakota

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CERTIFICATION OF COMPLIANCE WITH FTA ANTI-DRUG AND  
ALCOHOL MISUSE PREVENTION PROGRAMS

City of Mitchell, South Dakota, as an applicant for a FTA grant, certifies to the best of its knowledge and belief, that it has adopted and implemented the following:

- A. A policy statement on drug use and alcohol misuse in the workplace.
- B. An employee and supervisor education and training program.
- C. A drug and alcohol testing program for employees and drug testing for applicants for employment in safety-sensitive positions and procedures to follow in the event of a positive test.
- D. Administrative procedures for record keeping, reporting and releasing drug and alcohol information to authorized parties.

City of Mitchell, South Dakota, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted. The person whose signature appears below is authorized to sign this certification on behalf of City of Mitchell, South Dakota.

City of Mitchell, South Dakota

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CERTIFICATION FOR DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

City of Mitchell, South Dakota, as an applicant for an FTA grant, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

City of Mitchell, South Dakota, certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform FTA or South Dakota Department of Transportation.

City of Mitchell, South Dakota, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted. The person whose signature appears below is authorized to sign this certification on behalf of City of Mitchell, South Dakota.

City of Mitchell, South Dakota

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES  
APPENDIX A & E  
MARCH 1, 2016**

During the performance of this Agreement, the Sub-Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the Sub-Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, [78 stat. 252]) (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. Ch. 471, § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. Ch. 471, § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

\*\*\*\*\*

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000.00)

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-Recipient will complete and submit Standard Form, LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers including, but not limited to third party contracts, subcontracts, subagreements, and other third party agreements under a federal grant, cooperative agreement, loan, line of credit, and will certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure act of 1995).
- v. The Sub-Recipient understands any person who does not file a required Certification is subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

City of Mitchell, South Dakota

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Budget No. 1**

**Application for Capital Grants Assistance under Section 5310  
Of the American Rescue Plan Act of 2021 (ARPA)**

**The PROJECT consist of procurement of:**

**Operating Expenses**

<b>Equipment Type</b>	<b>Federal Share</b>	<b>Local Share</b>	<b>Total</b>
<b>Operating Payroll Expenses</b>	<b>\$2,200.70</b>	<b>\$0</b>	<b>\$2,200.70</b>



**DEPARTMENT OF HUMAN SERVICES**

Division of Long-Term Services & Supports

Hillsview Plaza, 3800 East Highway 34

Pierre, SD 57501

**PHONE:** 605-773-3656 or

1-866-854-5465

**FAX:** 605-773-4085

**WEB:** [dhs.sd.gov](https://dhs.sd.gov)

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March 6, 2023

City of Mitchell  
Attn: Jessica Pickett  
300 West 1<sup>st</sup> Ave.  
Mitchell, SD 57301

Dear Jessica,

The purpose of this Desk Audit is to ensure that the program specific indicators are being met for the Older American's Act (OAA). This particular entity is to be inspected by the Department of Health (DOH) once every three years to align with our policy and contract provisions. It will be the provider's responsibility to do a self- assessment and fill out the required documentation, which is listed below:

- Desk Audit Tool
- Most current Department of Health survey report:  
<https://doh.sd.gov/food/restaurants-lodging/inspection-scores.aspx>
- Monthly Menu

If there are failures or areas of concern noted, the Nutrition Program Specialist will require a plan of correction be completed. This must be completed by the nutrition provider. If there are significant concerns or the failures have not been corrected, the Nutrition Program Specialist will conduct a follow up onsite review.

Thank you for your continued work to ensure that the aging population of South Dakota benefit from socialization, proper nutrition, and education through your meals program across the state.

Sincerely,

*Taylor McLennan*

Taylor McLennan  
LTSS Nutrition Program Manager



**DEPARTMENT OF HUMAN SERVICES**

Division of Long Term Services & Supports  
 Hillsview Plaza, 3800 East Highway 34  
 C/o 500 East Capitol Avenue  
 Pierre, SD 57501

**PHONE:** 605-773-3656 or  
 1-866-854-5465

**FAX:** 605-773-4085

**WEB:** [dhs.sd.gov](http://dhs.sd.gov)

**Desk Audit Tool for Title-III C Funded DOH Surveyed Meal Sites**

<b>Grantee:</b>	
<b>Site:</b>	
<b>Address:</b>	
<b>Address:</b>	
<b>Date:</b>	
<b>Assessor:</b>	
<b>Staff Present:</b>	

**1. Department of Health – Food Service Inspection:**  
 (Please attach copy of most recent Inspection Report)

Inspection Date	Inspection Type	Score
<b>General Comments:</b>		

**2. Menu of the Day: (list actual food served-indicate in the comments if the food matches the menu for the month. Please submit monthly menu as documentation.)**

	ITEM	PORTION	COMMENTS
	Entrée		
	Entrée		
	Vegetable		
	Potato		
	Fruit		
	Bread		
	Milk		
	Dessert		
	Butter		
	Other		
	Number of meals served this date:		
<b>General Comments:</b>			

**3. Program indicators:**

**Average for the current week: Dates:**

Time Meal is Served	Congregate:		Home-Delivered:		
Explain the reservation system used:					
				<b>YES</b>	<b>NO</b>
Menu reflects My Plate guidelines?				<input type="checkbox"/>	<input type="checkbox"/>
Menu has variety in color?				<input type="checkbox"/>	<input type="checkbox"/>
Menu has variety in flavor?				<input type="checkbox"/>	<input type="checkbox"/>
Menu has variety in texture?				<input type="checkbox"/>	<input type="checkbox"/>
Menu has variety in shape?				<input type="checkbox"/>	<input type="checkbox"/>
Menu has variety in size?				<input type="checkbox"/>	<input type="checkbox"/>
Menu has variety in temperature?				<input type="checkbox"/>	<input type="checkbox"/>
Menu has variety in appeal?				<input type="checkbox"/>	<input type="checkbox"/>
<b>Eligible Meals:</b>		<b>Averages</b>		<b>Days of Operation</b>	
Congregate meals					
Home delivered meals					
Under 60 meals					
Total meals					
<b>National Aging Program Information System (NAPIS):</b>				<b>YES</b>	<b>NO</b>
Are assessments (NAPIS) completed on all qualifying nutrition participants?				<input type="checkbox"/>	<input type="checkbox"/>
Do assessments on each home-delivered participant show home-bound qualifications?				<input type="checkbox"/>	<input type="checkbox"/>
Are reassessments completed every 6 months?				<input type="checkbox"/>	<input type="checkbox"/>
Who completes assessments?					
<b>Donations/Accessibility</b>				<b>YES</b>	<b>NO</b>
Are participants provided the opportunity to make a confidential donation?				<input type="checkbox"/>	<input type="checkbox"/>
Donations are obtained in what manner? Please explain:					
Is there documentation of each day's donations?				<input type="checkbox"/>	<input type="checkbox"/>
Are there two people who count the cash onsite? (count and sign cash slip)				<input type="checkbox"/>	<input type="checkbox"/>
Are cash donations deposited daily?				<input type="checkbox"/>	<input type="checkbox"/>
If donations are not deposited daily, are they kept in a locked location?				<input type="checkbox"/>	<input type="checkbox"/>
Who counts the donations?					
Amount received for the month?					
Is this meal site handicap accessible?				<input type="checkbox"/>	<input type="checkbox"/>
<b>Nutrition Education</b>					
Explain the process in which nutrition education is presented to participants on a monthly basis:					
<b>Outreach</b>					
List the methods of outreach used to encourage community members to attend the nutrition site:					
Who conducts outreach?					
<b>General comments: (list all comments or concerns below)</b>					

**Palace Transit Monthly Ridership Report**  
**Fiscal Year: October 1st, 2022 through September 30th, 2023**  
**Month: JANUARY 2023**

	Month End		Year to Date		Difference		
	2022	2023	2022	2023	Month End	Year to Date	
<b>Elderly Riders</b>	970	1,137	4,184	4,457	167	273	
<b>General Public Riders</b>	323	683	1,230	2,546	360	1,316	
<b>Handicap Riders</b>	1,619	2,054	6,630	7,918	435	1,288	
<b>School - Age Riders</b>	2,464	2,522	9,153	9,706	58	553	
<b>Unduplicate</b>							
<b>59 &amp; Under</b>	46	64	432	543	18	111	
<b>Elderly 60 &amp; Over</b>	26	30	204	257	4	53	
<b>Total Rides</b>	5,376	6,396	21,197	24,627	1,020	3,430	
<b>Total Miles</b>	11,518	14,391	50,177	55,450	2,873	5,273	
<b>JANUARY 2023</b>							
<b>Trip Type</b>	<b>Education</b>	<b>Employment</b>	<b>Medical</b>	<b>Nutrition</b>	<b>Same Day</b>	<b>Shopping</b>	<b>Social Rec</b>
	3,034	1,698	787	71	123	267	416

**Palace Transit Monthly Ridership Report**  
**Fiscal Year: October 1st, 2022 through September 30th, 2023**  
**Month: FEBRUARY 2023**

	Month End		Year to Date		Difference		
	2022	2023	2022	2023	Month End	Year to Date	
<b>Elderly Riders</b>	1,080	1,056	5,264	5,513	(24)	249	
<b>General Public Riders</b>	395	751	1,625	3,297	356	1,672	
<b>Handicap Riders</b>	1,785	1,919	8,415	9,837	134	1,422	
<b>School - Age Riders</b>	2,445	2,665	11,598	12,371	220	773	
<b>Unduplicate</b>							
<b>59 &amp; Under</b>	25	46	457	589	21	132	
<b>Elderly 60 &amp; Over</b>	13	21	217	278	8	61	
<b>Total Rides</b>	5,705	6,391	26,902	31,018	686	4,116	
<b>Total Miles</b>	12,986	14,093	63,163	69,543	1,107	6,380	
<b>FEBRUARY 2023</b>							
<b>Trip Type</b>	<b>Education</b>	<b>Employment</b>	<b>Medical</b>	<b>Nutrition</b>	<b>Same Day</b>	<b>Shopping</b>	<b>Social Rec</b>
	3,152	1,556	767	72	115	240	489

## June 2022 - May 2023 Eligible Nutrition Meals

Site	YTD Eligible	LY	Year Projection	Monthly Goal	Total Meals Served	YTD Projection	Diff to Projection
*Mt. Vernon	888	656	840	70	888	560	328
Tripp	3426	3300	4800	400	3426	3200	226
Parkston	9610	9449	13200	1100	9610	8800	810
Cathedral Squares	3593	3585	5100	425	3756	3400	193
Meadowlawn	1534	1970	3000	250	1534	2000	-466
Wesley Acres	2991	3672	5100	425	2991	3400	-409
JVCC/Dine Card	7683	7211	12000	1000	7990	8000	-317
Greenridge	1678	1541	2400	200	1968	1600	78
<b>Total</b>	<b>31403</b>	<b>31384</b>	<b>46440</b>	<b>3870</b>	<b>32163</b>	<b>30960</b>	<b>443</b>
*No meals in June or July							
<b>Site</b>	<b>January</b>		<b>Monthly Goal</b>		<b>Difference</b>		
Mt.Vernon	171		70		101		
Tripp	276		400		-124		
Parkston	1235		1100		135		
Cathedral Squares	334		425		-91		
Meadowlawn	137		250		-113		
Wesley Acres	349		425		-76		
JVCC/Dine Card	890		1000		-110		
Greenridge	199		200		-1		
<b>Total</b>	<b>3591</b>		<b>3870</b>		<b>-279</b>		
Eligible & Ineligible	<b>3642</b>						

## June 2022 - May 2023 Eligible Nutrition Meals

Site	January		Last Year January	Year To Date		
County Fair Dine Ca	155		151	1143		
Coborns Dine Card	92		94	858		
JVCC Congregate	238		238	2140		
Blizzard Meals	0		0	24		
JVCC 2nd Meals	405		396	3526		
Wesley Acres 2nd	5		0	74		
Cath. Squares 2nd	0		18	142		
Meadowlawn 2nd	20		56	345		
Greenridge 2nd	0		0	53		
Total 2nd Meals	436		475	4260		
Eligible 2nd Meals	430		470	4140		
Ineligible 2nd Meal	9		5	153		
Greenridge Ineligib	18		39	290		
Cath. Squares Inelig	18		36	163		
JVCC Ineligible	15		12	307		

## June 2022 - May 2023 Eligible Nutrition Meals

Site	YTD Eligible	LY	Year Projection	Monthly Goal	Total Meals Served	YTD Projection	Diff to Projection
*Mt. Vernon	1074	770	840	70	1074	630	444
Tripp	3804	3638	4800	400	3804	3600	204
Parkston	10628	10362	13200	1100	10628	9900	728
Cathedral Squares	3964	3965	5100	425	4149	3825	139
Meadowlawn	1714	2252	3000	250	1714	2250	-536
Wesley Acres	3321	4088	5100	425	3321	3825	-504
JVCC/Dine Card	8483	8196	12000	1000	8832	9000	-517
Greenridge	1861	1760	2400	200	2169	1800	61
<b>Total</b>	<b>34849</b>	<b>35031</b>	<b>46440</b>	<b>3870</b>	<b>35691</b>	<b>34830</b>	<b>19</b>
*No meals in June or July							
<b>Site</b>	<b>February</b>		<b>Monthly Goal</b>		<b>Difference</b>		
Mt.Vernon	186		70		116		
Tripp	378		400		-22		
Parkston	1018		1100		-82		
Cathedral Squares	371		425		-54		
Meadowlawn	180		250		-70		
Wesley Acres	330		425		-95		
JVCC/Dine Card	800		1000		-200		
Greenridge	183		200		-17		
<b>Total</b>	<b>3446</b>		<b>3870</b>		<b>-424</b>		
Eligible & Ineligible	<b>3528</b>						

## June 2022 - May 2023 Eligible Nutrition Meals

Site	February		Last Year February		Year To Date		
County Fair Dine Ca	149		135		1292		
Coborns Dine Card	120		97		978		
JVCC Congregate	196		266		2336		
Blizzard Meals	0		0		24		
JVCC 2nd Meals	335		487		3861		
Wesley Acres 2nd	0		0		74		
Cath. Squares 2nd	10		10		152		
Meadowlawn 2nd	33		52		378		
Greenridge 2nd	0		0		53		
Total 2nd Meals	408		578		4468		
Eligible 2nd Meals	378		569		4518		
Ineligible 2nd Meal	30		9		183		
Greenridge Ineligib	18		36		308		
Cath. Squares Inelig	22		35		185		
JVCC Ineligible	42		21		349		



## June 2022 - May 2023 Eligible Nutrition Meals

Site	March		Last Year March		Year To Date		
County Fair Dine Ca	221		136		1513		
Coborns Dine Card	123		95		1101		
JVCC Congregate	290		312		2626		
Blizzard Meals	0		0		24		
JVCC 2nd Meals	473		421		4334		
Wesley Acres 2nd	0		0		74		
Cath. Squares 2nd	0		20		152		
Meadowlawn 2nd	24		45		402		
Greenridge 2nd	0		0		53		
Total 2nd Meals	502		547		4970		
Eligible 2nd Meals	497		496		5015		
Ineligible 2nd Meal	5		51		188		
Greenridge Ineligib	23		44		331		
Cath. Squares Inelig	35		20		220		
JVCC Ineligible	12		64		361		

# Mitchell Volunteer Program Monthly Volunteer Report

**Month: February – April 2023**

**1. Volunteers**

Total Volunteers– 228

3 New Volunteers

**2. Stations:**

Total Stations– 69

**3. Volunteer Placements**

1. RSVP Patrol
2. Abbott House
3. Safehouse
4. The Caring Closet Pop-Up Closet
5. Lovefeast
6. JVCC
7. Nutrition
8. Mitchell Library
9. Mitchell Schools
10. Mitchell Chamber - Packets
11. Meals on Wheels Daily
12. Salvation Army
13. Hospital
14. First Circuit CASA – Mailing
15. Volunteers helping neighbors with home chores & care

## Kim Burg, Activities Coordinator - Progress Report – Feb-April 2023

### SPECIAL EVENTS/ACTIVITIES:

**Valentine's Party – Feb.** - We celebrated Valentine's Day with a Name That Tune of Love Songs, Guess the Number of Hearts Game, Valentine's Trivia, Conversation Hearts Dice Game & a Heart Toss Game. We were reminded it is American Heart Month. Thanks to Alice Crater for the cookies. JVCC provided sweets & prizes. Irene Tishler won the guessing game. Door prizes were given out.

**St. Patrick's Party – March** - Thanks to Jean Patrick from Mitchell Public Library for sharing Irish Tales & Poems. Then we competed in our Annual Leprechaun Launch and ended with door prizes!

### WEDNESDAY WELLNESS:

Feb – Sanford Health – “Signs of Heart Attack & Stroke”

March – Toothology, Inc – “Oral Health”

April – Teresa Hart, Financial Advisor – “Getting Your Ducks In A Row”

**REGULAR ACTIVITIES:** Card games (Cribbage, Pinochle and Pitch) Billiards/Pool, Ping Pong, Shuffleboard, Walking, Exercise and Line Dancing!!

### FUNDRAISERS:

**DANCES** - Received \$500 Eldora Isaak Memorial Fund – Created dance fund in Eldora & Clifford Isaak's memory

Feb. – Billy Lurken playing Feb. 26<sup>th</sup> with Homecare Services sponsoring

Mar. – Roy King & The Rusty Buckets played March 12<sup>th</sup> with Paula's Hearing Aid Services sponsoring

April – Norgaard Country will play April 16<sup>th</sup> with Isaak Memorial Fund sponsoring

**QUILTS** - Quilters continue to finish one quilt on average per month. Raising on average \$100-\$150 per quilt.

**JVCC SPRING QUILT SILENT AUCTION** - This year we have 2 quilts that were donated & finished by our JVCC Quilters. The Cream/Ivory Baby Quilt measures 35" Wide x 43" Long. The Vintage Feed Sack Quilt measures 62 " Wide x 72" Long. The Design is a "Trip Around The World". We will continue to take bids until the end of the intermission of the April 16<sup>th</sup> JVCC Dance.

**Spring Bus Trip - Art – Spiritual Retreat – Wine: Thurs., April 27<sup>th</sup> @ 8 am – 6 pm; SD Art Museum in Brookings, The Abbey of The Hills (Retreat Center) in Northeast SD, Schade Vineyard & Winery near Volga; Payment due Fri., April 14<sup>th</sup> \$60 JVCC Members & \$70 Guests; Lunch Included**

### COMMUNITY OUTREACH:

**BINGO** - 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays @ 1pm and 2<sup>nd</sup> & 4<sup>th</sup> Thursdays at 7pm. Attendance is 20-30 people. Created a rule on minimum number of bingo sales, for bingo to be held. This gives guidance to the Cashier/Caller whether bingo is cancelled or not.

**St Patrick's Party** – Worked with Mitchell Public Library on Irish Tales & Poems

**MANA** – Host Mitchell Area Networking Association Meetings each month

**FREE Blood Pressure Checks** by Joy Schley, RN with Dakota Physical Therapy Home Care (4<sup>th</sup> Wednesdays of the month)

### MEMBERSHIP:

**New Member Meet & Greet** - Mon., April 24 @ 10:30 am – Learn everything JVCC – Chance to win door prizes – Current members may attend as a refresher on benefits.

