



Community Services Board Agenda
City Council Chambers, City Hall, 612 N. Main Street
May 8, 2025

- 1. Call To Order**
- 2. Roll Call**
- 3. Approval of the Agenda**
- 4. Approve Minutes from Previous Meeting**
- 5. Palace Transit Asset Inspection Report 2025**
- 6. Transit Rider Appeal**
- 7. Transit Capital Grant Application**
- 8. Transit 5311 Title IIIB Grant Application**
- 9. Transit Day at the Capital**
- 10. New Staff**
- 11. Palace Transit Operator Manual**
- 12. Palace Transit Brochure**
- 13. Parkston Nutrition Update**
- 14. Potential New Nutrition Site**
- 15. Nutrition Application 2025-2026**

- 16. JVCC Food Safety Inspection**
- 17. JVCC Bingo Callers**
- 18. Red Cross Shelter Agreement**
- 19. Mitchell Coalition on Aging**
- 20. JVCC Quilt**
- 21. United Way Applications**
- 22. Citizens Input**
- 23. Department Reports & Updates**
 - A. Palace Transit**
 - B. Adult Nutrition**
 - C. Mitchell Volunteer Program - MVP**
 - D. James Valley Community Center - JVCC**
- 24. Next Meeting**
- 25. 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
City Council Chambers, City Hall, 612 N. Main Street
January 9, 2025

1. Call to Order

Jay Larson called the January 9th, 2025, Community Services Advisory Board Meeting to order at 10:00am.

2. Roll Call

Members Present: Jay Larson, Penny Virchow, Wendy Linke, Cole Morgan, Kristi Bitterman, and Jan Quenzer

Members Absent: Al Jacklin and Sarah Beckstrom

Ex-Officio Members Present: John Doescher

Staff Present: Jessica Pickett and Amy Hurt

3. Approval of the Agenda

A motion was made by Jan Quenzer second by Cole Morgan to approve the agenda. All members present voting aye, motion carried.

4. Approve Minutes From Previous Meeting

A motion was made by Wendy Linke second by Jan Quenzer to approve the last meeting minutes. All members present voting aye, motion carried.

5. Accounts Receivable Software

We are transitioning from Quick Books to Incode for our accounts receivable. Incode is currently being used for our timesheets and accounting. With using Incode clients will be able to pay their bill online.

6. Staffing

For Transit we have hired 2 part-time bus drivers and 3 part-time van drivers. Jessica will be doing interviews for a Transit Operations Supervisor to replace Andrea. A part-time JVCC Activities Coordinator has been hired to replace Kim.

7. Scheduling Software

Homebase will be the new scheduling software used to make schedules, request time off, and clock in and out. It is installed on the tablets, computers, and an app on their phones.

8. Transit Wait Times

Wait times continue to be an issue with the new Palace Transit Software. If passengers would schedule their return time instead of having a will call, that would help eliminate the wait times.

If a return ride is not scheduled when the original appointment is made the passenger could wait up to two hours for a ride.

9. Driver Training Update

Some of the training that the Palace Transit Drivers are doing is Winter Weather, Wheelchair Securement, and General Operating Updates.

10. State Transit Software

Palace Transit is switching from Thing Tech to Black Cat for all reporting, grant applications, financials, maintenance, and DOT communication & updates.

11. Bus Accident

On November 25 one of our newer busses, that just had new advertising put on, was involved in an accident. The bus was driving west on 7th street when another vehicle failed to stop at the stop sign on Kimball hitting the passenger side of the bus. There were no injuries, but the bus had to be towed to Dicks and later to Forman's in Miller. They will fix the side of the bus, do body work, and fix the rear axle.

12. Snowflakes

We have collected \$9250.00 in donations to the Adult Nutrition Program. The goal was \$8,872.00, which would be a full meal ticket to 102 clients. We will continue to collect donations all year long.

13. Kitchen Freezer

One of our two-year-old freezers had the compressor go out. The compressor was under warranty yet through Webstraunt Store, so we just had to pay for labor costs.

14. United Way Funds

JVCC was rewarded \$7,000 in United Way Funds, and Nutrition was awarded \$1,000 and MVP was awarded \$3,000.

15. Citizens Input

No citizens input to record.

16. Department Reports and Updates

A. Palace Transit

The year-to-date Ridership Report for October and November was given to the board members. The report breaks down the rides by special emphasis on elderly riders, handicap riders, school-age riders, and general public riders. The results are then compared to last year. Palace Transit is currently down on rides compared to last year due to staff shortages.

B. Adult Nutrition

Board members were given the November and December Nutrition Reports. For this fiscal year we are down compared to last year and to projections. Meal counts are down due to the Parkston meal site being closed. We are getting new clients for the Second Meals and the Dine Card daily.

C. Mitchell Volunteer Program

We currently have 123 volunteers enrolled in the Mitchell Volunteer Program. The report given to the board members show the non-profits in the community that the volunteers helped with in November and December.

D. James Valley Community Center

The JVCC has their After the Holidays Party today with the Barbershop Harmony Chorus, bingo, quilt raffle, hot chocolate and cookies, and door prizes. The JVCC Event Activity Report was given to board members with holiday events and activities included. The JVCC Membership Card has new businesses on their discount card for members.

17. Schedule Next Meeting

We will not be having a meeting in March. The next meeting will be May 8th, 2025.

18. Adournment

The meeting was adjourned by Jay Larson at 10:34am.

Palace Transit

2025 Asset Inspection

2/20/2025

SDDOT Staff visited Palace Transit in Mitchell, SD on 2/6/2025 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 12/10/2025 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 1/3/2025. Palace Transit had a staffing change causing a delay in a timely response to the inspections.

SDDOT staff met with Jessica Pickett & Jordan Sehnert, 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.

One vehicle MT237 was in Miller, SD getting a quote on damages.

Palace Transit is currently running at full capacity; overall fleet condition is in good operating order as all vehicles are serviced by the City of Mitchell. All maintenance records are or will be scanned into Blackcat 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.

The fire extinguishers that were inspected had up to date inspection tags.

Palace Transit Garage, 1321 West 8th Avenue, Mitchell, SD

Palace Transit Drive up window located at 300 West 1st Avenue, Mitchell, SD



West garage, SW corner minor damage. Two buses being used at Palace Transit.

All three of these photos were taken at the west building site. Is there a plan to repair the down spout?

Vehicles Inspected

- The following bus were inspected – MT009, MT777, MT818, MT002, CTY1895, MT238, CTY1894. They were all found to be complying.

The acknowledgement form is attached to this email please sign and return to me.

Please let me know if you have any questions by email at Bob.Hofer@state.sd.us .

Regards,

Bob Hofer

Bob Hofer
SDDOT Transit Office

2/20/2025

Jessica Pickett
Palace Transit
Sent via Email

Re: Closeout Letter - Inspection Review

Dear Palace Transit,

On 2/6/2025 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

No response to this letter is required.

Sincerely,

Bob Hofer

Bob Hofer
SDDOT Transit Office

**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: [612 N Main St, Mitchell, SD 57301](#)

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

[Jordan Hanson](#)

(Typed Name of Authorized Representative of Board)

[Mayor](#)

(Title)

[605-995-8420](#)

(Telephone Number)



(Signature of Authorized Person)

[3/20/2025](#)

(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: jessica.pickett@cityofmitchellsd.gov

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

**March 17, 2025
6:00 P.M.**

PRESENT: Mike Bathke, John Doescher, Tim Goldammer,
Kevin McCardle, Dan Sabers, Jeffrey Smith, Susan Tjarks

ABSENT: Marty Barington

PRESIDING: Mayor Jordan Hanson

AGENDA:

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

- a. City Council Minutes
 - 1. City Council March 3, 2025
- b. Department Reports
 - 1. Sales Tax Collections (February)
 - 2. Finance (January/February)
 - 3. Building Permits (February)
 - 4. Police (February)
 - 5. Code Enforcement (February)
 - 6. Water (February)
- c. Automatic Supplement Parks-Recreation Center in the amount of \$1,527.00 from grant funds
- d. Raffle Permits
 - 1. South Dakota Shooting Sports Foundation with the drawing to be held on September 6, 2025
- e. 2024 Annual Report
- f. Purchase of Audio/Visual equipment for City Council Chambers
- g. Authorize application for Section 5310 and 5339 Capital Grant Funding for Palace Transit
- h. Authorize application for Title III C1 and C2-Adult Nutrition Grant Funding
- i. Set date for hearing, April 7, 2025 on the application to transfer RB-25873 Retail (on-off sale) Malt Beverage & SD Farm Wine License from Kareem Inc, dba IMart Stores USA, 512 South Sanborn Blvd to 727 Inc. dba FREEDOM Mitchell, 512 South Sanborn Blvd (Video lottery is not included)
- j. Approval of Gas and Fuel Quotations

<u>Howes Oil Company</u>	<u>Requested Gallons</u>	<u>Bid Gallons</u>	<u>Price per Product</u>	<u>Total Bid</u>
Unleaded Gas-10% Ethanol	7,500	7,500	\$2.2995	\$17,246.25

Total Bid:

\$17,246.25

k. Pay Estimates March 17, 2025

Pay Estimate #8 in the amount of \$2,664.68 for Norway/Rowley Bike Path #2021-01 contracted to SD Department of Transportation

Pay Estimate #41 in the amount of \$1,875.00 for Wastewater Treatment Plant Improvements #2021-31 contracted to HDR Engineering

Pay Estimate #6 in the amount of \$4,953.05 for Spruce Street Railroad Crossing #2021-39 contracted to SD Department of Transportation

Pay Estimate #7 in the amount of \$770,525.52 for Wastewater Treatment Plant-Phase II #2022-01 contracted to John T. Jones Construction

Pay Estimate #26 in the amount of \$48,156.03 for Wastewater Treatment Plant-Phase II #2022-01 contracted to HDR Engineering

Pay Estimate #6 in the amount of \$2,942.50 for Wastewater Treatment Plant-Phase II #2022-01 contracted to GeoTek Engineering

Pay Estimate #20 in the amount of \$2,202.00 for 1st/7th & Main Traffic Signals #2022-08 contracted to HR Green

Pay Estimate #17 in the amount of \$1,862.50 for Water & Wastewater Fee Analysis #2022-22 contracted to HDR Engineering

Pay Estimate #15 in the amount of \$2,090.00 for 3rd & Main Streetscape #2022-26 contracted to McLaury Engineering

Pay Estimate #5 in the amount of \$439,360.46 for Jetty & Marina Improvements #2023-03 contracted to Soukup Construction

Pay Estimate #13 in the amount of \$2,076.25 for 2nd/4th & Main Street #2023-21 contracted to McLaury Engineering

Pay Estimate #1 in the amount of \$570,479.64 for Wetland Design & Control Structure #2023-26 contracted to Ducks Unlimited

Pay Estimate #6 in the amount of \$10,000.00 for Airport Snow Removal #2024-22 contracted to Quality Cut Lawn

Pay Estimate #1-Final in the amount of \$29,429.44 for Air Compressor #2025-16 contracted to Interstate Power Systems

Pay Estimate #2 in the amount of \$562.54 for 2024 Bridge Inspections contracted to SD Department of Transportation

l. Approve Bills, Payroll, Salary Adjustments and New Employee Hires and Authorize Payment of Recurring and other expenses in advance as approved by the Finance Officer

PAYROLL FEBRUARY 16, 2025 – MARCH 1, 2025: City Council \$3,735.28, Mayor \$1,614.57, City Administrator \$6,691.52, Administrative Boards \$2,442.65, Attorney \$5,601.88, Finance \$15,092.03, Human Resources \$4,601.44, Municipal Building \$5,484.65, Information Technology \$3,453.08, Police \$89,155.56, Traffic \$4,867.74, Fire \$41,778.42, Street \$34,525.84, Public Works \$26,452.19, Cemetery \$5,696.63, Library \$17,002.65, Recreation & Aquatics \$6,872.80, Recreation Center \$18,835.38, Sports Complexes \$11,235.34, Parks \$13,921.93, Supervision \$4,418.10, E911 \$26,483.90, Palace Transit \$32,152.43, JVCC \$2,042.38, Nutrition \$5,160.78, Airport \$2,669.37, Water Distribution \$16,204.08, Sewer \$16,260.97, Recycling Program \$7,895.79, Waste Collection

\$7,306.27, Landfill \$10,906.20, Corn Palace \$25,105.74, Golf Course \$4,492.77, Emergency Medical Services \$41,146.92

NEW HIRES:

CORN PALACE: Ella Kurtenbach-\$12.20

RECREATION CENTER: Vladislav Burkov-\$13.00

SALARY ADJUSTMENTS:

CORN PALACE: Jeffery Hanson-\$33.711

FIRE: Andrew Shank-\$29.218

STREET: Spencer James-\$25.060

TRAFFIC: Joshua Harvey-\$33.375

WARRANTS: A&B Business Solutions, Supplies-\$4,507.43; A-Ox Welding Supply, Supplies-\$269.27; AAA Collections, Pre-collection Fees-\$30.00; AFSCME Council 65, Union Dues-\$520.60; Amazon Capital Services, Supplies-\$2,571.77; Aqua-Pure, Supplies-\$900.00; Arctic Refrigeration, Repair-\$144.42; AT&T Mobility, Utilities-\$700.67; AT&T Mobility, Utilities-\$1,108.43; Avera Occupational Medicine, Testing-\$861.50; B-Y Water District, Water Usage-\$53,495.26; Baker & Taylor, Books-\$414.77; Barco Products, Supplies-\$431.34; BBBB's of South Dakota, Supplies-\$554.70; Big Daddy D's, Contract Services-\$5,927.10; Blackstone Publishing, Audiobooks-\$161.54; Buhl's Drycleaners & Linen, Laundry Service-\$57.50; C&B Operations, Supplies-\$263.25; Carquest Auto Parts, Supplies-\$89.53; Center Point Large Print, Books-\$97.08; Central Electric, Utilities-\$17,239.19; Century Link, Utilities-\$67.92; Chesterman, Supplies-\$3,044.60; CHS Farmers Alliance, Supplies-\$19,073.29; Cindy Gerlach, Supplies-\$450.00; City of Mitchell, Utilities-\$18,943.05; CK Bicycles & Locks, Supplies-\$155.00; Coborns, Contract Services-\$761.60; Column Software, Advertising-\$399.04; Core & Main, Supplies-\$2,646.10; Core-Mark, Supplies-\$6,731.57; Corn Palace, Corn Palace Games-\$818.40; Corporate Translation Services, Translation Services-\$52.77; County Fair, Contract Services-\$974.40; CTM Services, Maintenance-\$2,084.73; Dakota Fluid Power, Supplies-\$4,078.07; Dakota Pro Striping & Irrigation, Supplies-\$13,217.99; Dakota Pump, Supplies-\$14,430.00; Dakota Scuba, Supplies-\$659.85; Dakota Supply Group, Supplies-\$356.56; Darrington Water Conditioning-Rental-\$62.00; Davison County Treasurer, Titles-\$20.00; Davison Rural Water Systems, Utilities-\$161.35; Degen Stump Removal, Maintenance-\$24,170.00; Department of Agriculture, Waste Surcharge-\$1,977.16; Department of Social Services, Child Support-\$633.69; Doosan Bobcat North America, Equipment-\$63,033.83; Ducks Unlimited, 2023-26 P.E. #1-\$570,479.64; Elfstrand's Ace Hardware, Supplies-\$33.03; EPG Companies, Supplies-\$12,759.57; ETix, Ticketing Fees-\$66.70; Fedex, Mailing-\$19.06; Fisher Scientific, Supplies-\$51.75; Fleetpride, Supplies-\$929.40; G&R Controls, Supplies-\$3,700.63; Galls, Supplies-\$27.94; Geotek Engineering & Testing, 2022-1 P.E. #6A-\$2,942.50; Grainger, Supplies-\$258.49; Guardian Alliance Technology, Pre-Screening-\$50.00; Hawkins, Supplies-\$3,853.98; HDR Engineering,

Professional Service-\$57,093.53; Henry Schein, Supplies-\$373.42; Houston Engineering, Professional Service-\$462.50; HR Green, 2022-8 P.E. #20-\$2,202.00; ICan, Advertising-\$750.00; Ingram Library Services, Books-\$687.75; Innovative Office Solution, Supplies-\$226.85; Interstate Office Products, Supplies-\$112.86; Interstate Power Systems, 2025-16 P.E. #1-Final-\$29,618.43; Iverson, Supplies-\$157.95; Jacki Larson, Reimbursed-\$123.00; JCL Solutions, Supplies-\$265.32; John T Jones Construction, 2022-1 P.E. #7-\$770,525.52; Johnson Controls, Repair-\$894.48; Jones Supplies, Supplies-\$2,054.10; Kimball Midwest, Supplies-\$396.79; Lakeview Veterinary Clinic, Management Fee-\$900.00; Larry's I-90 Service, Repair-\$61.05; Lawson Products, Supplies-\$596.59; Leighton Family Farms, Supplies-\$700.00; M&T Fire and Safety, Supplies-\$4,400.00; Mack Metal Sales, Supplies-\$2,154.04; Make it Mine Designs, Supplies-\$657.90; McLaury Engineering, 2022-26 P.E. #15-\$4,166.25; McLeod's Printing, Supplies-\$2,187.90; Menard's, Supplies-\$1,761.96; Mettler Implement, Supplies-\$1,116.35; Microsoft Corporation, Subscription-\$910.00; Midway Service dba Vollan Oil, Supplies-\$19,973.75; Midwest Oil, Supplies-\$982.19; Midwest Turf & Irrigation, Supplies-\$1,444.31; Mitchell Animal Rescue, Management Fee-\$350.00; Mitchell Convention & Visitors Bureau, Tax Distribution-\$21,875.00; Mitchell Iron & Supply, Repair-\$170.10; Mitchell Plumbing & Heating, Maintenance-\$127.22; Mitchell School District, Utilities-\$1,864.45; Mitchell Telecom, Utilities-\$2,981.62; Mitchell United Way, United Way Deductions-\$171.00; Mount Vernon School District, Contract Services-\$160.00; Mueller Lumber, Supplies-\$155.62; N-Able Technologies, Supplies-\$105.12; Napa Central, Supplies-\$272.60; Northern Lake Service, Lab Testing-\$840.00; Northern Truck Equipment, Supplies-\$4,212.00; Northwestern Energy, Utilities-\$92,741.85; Northwestern Energy, Repairs-\$918.21; O'Reilly Automotive, Supplies-\$68.77; One Source The Background, Background Check-\$142.00; Pepsi Cola, Supplies-\$456.17; Peterbilt of Sioux Falls, Supplies-\$1,880.68; Pfeifer Implement, Supplies-\$233.35; Premier Pest Control, Pest Control-\$375.00; Premier Specialty Vehicles, Supplies-\$49.60; Public Health Laboratory, Lab Testing-\$90.00; Qualified Presort Service, Postage-\$236.71; Quality Cut Lawn & Tree Service, 2024-22R P.E. #6-2024-\$10,000.00; Quick Med Claims, Monthly Contract-\$4,947.72; Reeves, Supplies-\$35.43; Region 5B, Corn Palace Games-\$2,475.63; Rockmount Research & Alloy, Supplies-\$444.00; Runnings Supply, Supplies-\$1,623.65; S&M Printing, Supplies-\$136.50; Saga Communications of South Dakota, Advertising-\$819.00; Sanford Health Mitchell, Supplies-\$110.00; Sanitation Products, Repairs-\$4,258.90; Santel Communications, Utilities-\$30.00; Schoenfelder Portables, Rental-\$470.00; Schumacher Elevator, Repair-\$637.50; South Dakota Department of Transportation, 2021-1 P.E. #8-\$8,180.27; South Dakota Public Assurance Alliance, Insurance-\$115.62; South Dakota Transit Providers, Dues-\$150.00; South Dakota-Supplemental Retirement, Supplemental Retirement-\$3,375.00; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$2,117.50; Soukup Construction, 2023-3 P.E. #5-\$439,360.46; South Dakota 811, Message Fees-\$54.60; Standard Insurance, Life Insurance-\$429.97; Staples, Supplies-\$491.57; Stryker Sales, Supplies-\$43,503.03; Sturdevants Auto Value, Supplies-\$3,947.63; Sun Gold Sports, Supplies-\$125.00; Tapco, 13th & Kimball RRFB Crosswalk-\$10,120.80; Teamsters Local No. 120, Union Dues-\$1,261.00; Tessiers Mechanical Contra, Supplies-\$821.85; The Dugout, Contract Services-\$2,787.00; Thomson Reuters-West, Subscription-\$824.82; Thune True Value & Appliance, Repairs-\$509.26; Titan Machinery-Application, Supplies-\$56.13; TK Electric, Supplies-\$121.80; Traditions Prepared Meals, Meals-\$4,047.64; Transource, Supplies-\$292.90; Transwest Sioux Falls, Supplies-\$853.96; Turfwerks, Supplies-\$515.03; Tyson Sprinkel, Reimbursed-\$48.00; Upper Midwest Garage Door, Repair-\$244.69; United Parcel Service Store #4227, Shipping Charge-\$353.50; Van Wall Equipment, Supplies-\$4,669.92; Verizon Wireless, Utilities-\$763.07; Vestis, Mat

Cleaning-\$168.75; Walmart/Capital One, Supplies-\$1,077.87; Yamaha Golf & Utility, Golf Cart-\$10,424.00; The Safe Place of Eastern South Dakota, Drawdown #9 \$223,520.93; Ellwein Brothers, Supplies-\$770.00; Wage Works, Flexible Spending-15,117.90; Wellmark, Administration, Prescriptions, Medical-\$179,812.21; US Bank, Loan Payment-\$76,416.85; US Bank, Loan Payment-\$398,259.88

Members present voting aye: Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

CITIZENS INPUT:

Mitchell resident, Stewart Hanson, expressed his concerns over the possible expansion of the Corn Palace.

Mitchell resident, Jesse Stroud, stated at one time some of the council expressed two large projects should not be undertaken and completed at once.

MAYOR & CITY COUNCIL DISCUSSION ITEMS:

Council Member Susan Tjarks spoke for Elizabeth Luczak of Mitchell Main Street & Beyond, who could not attend, and stated the St. Patty's Day Extravaganza was a success and reminded everyone that Wingapalooza is ongoing.

Mayor Hanson reported that the State of the City will be held on Tuesday, March 25th at Mitchell Technical College.

BOARD OF ADJUSTMENT:

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

Moved by Goldammer, seconded by Tjarks, to set date for April 7, 2025 on the application of Michael Larson for a conditional use permit for two family dwellings on his parcel located at 408 North Foster Street, legally described as Lot 9 except the South 7' of the East 86', Block 1, Bridle Acres Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

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

HEARING:

It was advised that this is the date and time set for hearing on the application of Area Community Theatre in Mitchell Inc dba Area Community Theatre in Mitchell Inc, 700 North Main Street for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License. (Video Lottery is not included.) Notice of hearing has been given and affidavit of publication is on file. Moved by Goldammer,

seconded by Sabers, to approve said application. Motion carried.

A public hearing was held regarding an application to the State of South Dakota for a Community Development Block Grant (CDBG) to support Lifequest in the construction of a village of four to six microhomes to provide affordable housing to adults with developmental disabilities. The City of Mitchell expects to apply for approximately \$770,000 of CDBG funds to be used in the construction and administration of the homes.

Moved by Tjarks, seconded by McCardle, to authorize proceeding with the application and will take formal action on the resolution at the April 7, 2025 City Council meeting. Motion carried.

CONSIDER APPROVAL:

Mayor Hanson is requesting the name of the Kelley Property be renamed as the James Valley Nature Preserve. A suggestion was made to rename to Firesteel Nature Preserve or even possibly have a naming contest. Moved by Smith, seconded by McCardle, to rename the property Firesteel Nature Preserve. Motion carried.

Moved by Goldammer, seconded by Tjarks, to approve the Island water main bore with Halme Inc. to loop Maui Drive with Canal Circle in the amount of \$104,220.00. Motion carried.

Moved by Tjarks, seconded by Goldammer, to approve Corn Palace Railings and ADA Upgrade Quote with Bailey Metal Fabrication, Project #2025-18 for a lump sum fee of \$65,000.00. Motion carried.

Moved by Goldammer, seconded by Bathke, to approve Amendment #2 to Agreement #A2024-01 to HR Green, Inc for 7th & Main Traffic Signals, which adds construction phase services for the 1st & Main Traffic Signals project, for an additional fee of \$31,808.40. Motion carried.

Moved by McCardle, seconded by Goldammer, to approve Change Order #1 to Muth Electric for 7th & Main Traffic Light Improvement Project #2022-08 in the amount of \$286,024.36, adjusting the contract price to \$576,035.36. Motion carried.

Moved by McCardle, seconded by Bathke, to approve Agreement #A2025-21, Memorandum of Understanding for the Watershed Protection and Flood Prevention Program between National Resources Conservation Service (NRCS) and City of Mitchell, Aurora County, Jerauld County, and the James River Water Development District (JRWDD). Motion carried.

Moved by Goldammer, seconded by Tjarks, to approve Agreement #A2025-22, Easement in Relation to 118 North Main Street. Motion carried.

Moved by McCardle, seconded by Tjarks, to postpone the approval of Agreement #A2025-23, Purchase Agreement for 301 North Main Property with John Adamo. Motion carried.

Moved by Goldammer, seconded by Smith, to approve Agreement #A2025-24, A Facility Use Agreement between the City of Mitchell and the Eastern South Dakota Chapter of the Red Cross (Corn Palace, JVCC, Recreation Center). Motion carried.

Moved by McCardle, seconded by Smith, to approve waiving \$20,118 of interest owed on interim financing on Resolution #3063. Motion carried.

RESOLUTION:

Moved by Goldammer, seconded by McCardle, to approve Resolution #R2025-16, A Resolution Providing Interim Financing to the Golf Fund, as follows:

Resolution #R2025-16

A Resolution providing Interim Financing to the Golf Fund.

Whereas, the City of Mitchell, South Dakota approved providing financing for Fiscal year 2025 for the following fund until such time as monies are received from revenues:

614-45250-43400	Machinery & Equipment	\$242,000
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Now, therefore, be it resolved, by the City Council of the City of Mitchell, South Dakota, that the City of Mitchell, South Dakota provide the necessary interim financing advancing funds from the following source at an interest rate of 4%:

101- General Fund

Be it further resolved, that when monies are available, the General Fund will be reimbursed without further action on the part of this council.

Motion carried and resolution declared duly adopted.

Moved by Tjarks, seconded by Smith, to approve Resolution #R2025-17, A Resolution Giving Approval to the Acquisition, Construction, and Financing of the Sanitary Sewer Improvements Project, Giving Approval to the Issuance of a Borrower Bond to Finance a Portion of the Costs of Such Project and Authorizing the Sale of Said Bond, as follows:

RESOLUTION NO. 2025-17

RESOLUTION GIVING APPROVAL TO THE ACQUISITION, CONSTRUCTION AND FINANCING OF THE SANITARY SEWER IMPROVEMENTS PROJECT, GIVING APPROVAL TO THE ISSUANCE OF A BORROWER BOND TO FINANCE A PORTION OF THE COSTS OF SUCH PROJECT AND AUTHORIZING THE SALE OF SAID BOND.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the City Council of the City of Mitchell as follows:

1. Recitals. The City of Mitchell (the "City ") desires to make a capital improvement to and finance its Sanitary Sewer Improvements, as described in Exhibit A hereto (the "Project"), details on the project are on file with the Finance Officer and open to public inspection.
2. Authority. The City is authorized to issue a Borrower Bond to finance the capital improvements pursuant to Section 10-52-2.10 of the South Dakota Codified Laws. Pursuant to Chapter 10-52 of the South Dakota Codified Laws (the "Act") the City proposes to issue a municipal non ad valorem borrower bond (as herein authorized, the Bond, or the "Borrower Bond") to finance the Project. The City is authorized by the Act to levy a "non-ad valorem tax" (as defined by the Act) on the sale, use, storage, and consumption of items taxed under Chapters 10-45 and 10-46 of the South Dakota Laws, subject to certain, as amended, exceptions.
3. Sales Tax Ordinance. The City Council has adopted Ordinance 2175 of the City of Mitchell Code of Ordinances, as amended, which imposed as a municipal retail occupational sales and service tax upon the privilege of engaging in business a tax measured by two percent (2%) on the gross receipts of all persons engaged in business within the jurisdiction of the Municipality of Mitchell and a two percent (2%) excise tax on the privilege of use, storage and consumption within the jurisdiction of the municipality of tangible personal property or services purchased (collectively, the "Sales Tax Ordinance"). The Sales Tax Ordinance has been duly adopted pursuant to the Act and effectively and validly imposes the sales and use tax within the City, such tax being hereinafter referred to as the "Sales Tax". The City agrees that it will continue to impose and collect the taxes so long as the bonds are outstanding.
4. Cost of the Project. The cost of the Project is approximately \$25,000,000. The City proposes to finance approximately \$16,815,900 of the Project through the issuance of the 2025 Borrower Bond (the "Bond"). The Bond shall be payable out of collections of the Sales Tax as is necessary to pay principal, premium and interest on the Bond (the "Pledged Tax").
5. Findings. The City Council hereby finds and determines as follows:
 - 5.1. The Project constitutes capital improvements which qualify for the financing under and pursuant to SDCL Chapter 10-52, and the Sales Tax Ordinance; and
 - 5.2. The Borrower Bond authorized hereby is being issued to pay costs of the Project which have not been incurred or paid as of the date hereof and/or which the City has heretofore declared its intention to finance with bond proceeds and for which the City has no other available means or source of financing.
 - 5.3. It is in the best interests of the City to authorize the borrowing of funds to pay a portion of the costs of the Project by authorizing and issuing its Borrower Bond, consistent with the terms approved hereby for an aggregate sum not in excess of the amount of \$16,815,900.
6. Sale of Bond. It is hereby determined to be necessary and in the best interests of the City and its inhabitants that this City Council authorize, issue and sell the Bond in order to finance a portion of the cost of the Project. The Mayor and Finance Officer are authorized to take such action as is necessary to close the loan with the South Dakota Conservancy District (the "District") upon such terms and conditions as the District may require. The Mayor and

Finance Officer are authorized to execute the Borrower Bond and Loan Agreement approved by the District.

7. Approval of the Loan, the Form of Borrower Bond and Loan Agreement. The City does hereby approve the Loan from the District, the form of the Borrower Bond and Loan Agreement. The Form of the Borrower Bond and Loan Agreement which are subject to modification are on file with the Finance Officer and open to public inspection. The Mayor and Finance Officer are authorized to execute a Borrower Bond and Loan Agreement in a form approved by the District.
8. Terms of Bond.
 - 8.1. Date, Amount, Maturities and Interest Rates. The City Council hereby authorizes the issuance of the Bond. The Bond shall be dated in 2025. The principal amount of the Bond shall not exceed any statutory or constitutional debt limitation. The Bond shall have maturities and interest rates as negotiated by the Mayor and Finance Officer.
 - 8.2. Registration. The City hereby appoints U.S. Bank Trust Company, National Association as registrar and transfer agent (the "Registrar") for the Bond. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:
 - 8.2.1.1. Register. The Registrar shall keep at its office a register (the "Register") in which the Registrar shall provide for the registration of ownership of the Bond and the registration of transfers and exchanges of the Bond entitled to be registered, transferred or exchanged.
 - 8.2.1.2. Transfer of Bond. When the Bond is surrendered for transfer it shall be duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer in form satisfactory to the Registrar; duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner thereof. If the Bond is properly surrendered as provided above, the Registrar shall authenticate and deliver, in the name of the designated transferee, a new Bond of a like aggregate principal amount and maturity. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.
 - 8.2.1.3. Exchange of Bond. Whenever the Bond is surrendered by the registered owner for exchange the Registrar shall authenticate and deliver the new Bond of a like aggregate principal amount and maturity, as required by the registered owner or the owner's attorney in writing.
 - 8.2.1.4. Cancellation. The Bond surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

- 8.2.1.5. Improper or Unauthorized Transfer. When the Bond is presented the Registrar may refuse to transfer the same until satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfer which, in their judgment, are deemed improper or unauthorized.
- 8.2.1.6. Persons Deemed Owners. The City , Paying Agent and Registrar may treat the person whose name any Bond is at any time registered in the Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.
- 8.2.1.7. Taxes, Fees and Charges. For every transfer or exchange of Bond, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.
- 8.2.1.8. Mutilated, Lost, Stolen or Destroyed Bond. In case the Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to the Registrar, in which the City and the Registrar shall be named as obligees. The Bond so surrendered to the Registrar shall be canceled by him and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost certificate has already matured or has been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.
- 8.3. Preparation and Delivery. The Bond shall be prepared under the direction of the Finance Officer and shall be executed on behalf of the City by the facsimile or manual signatures of the Mayor and the Finance Officer and countersigned by the facsimile or manual signature of an attorney actually residing in the State of South Dakota and duly licensed to practice therein.

8.4. Security Provisions; Funds and Accounts and Other Covenants and Determinations.

- 8.4.1. Clean Water Borrower Bond Fund 2025. The Finance Officer is hereby authorized and directed to establish and shall maintain the Clean Water Borrower Bond Fund 2025 as a separate and special fund in the financial records of the City until the Bond issued and made payable therefrom, and interest due thereon, have been duly paid or discharged. All collections of the Pledged Tax, as hereinafter defined, shall be credited, as received, to the Clean Water Borrower Bond Fund 2025. Within the Clean Water Borrower Bond Fund 2025 there are various separate accounts to be maintained by the City.
- 8.4.2. Pledged Tax. Pursuant to the Act and the Sales Tax Ordinance, the City has levied the Sales Tax on the sale, use, storage and consumption of items taxes under Section 10-45 and 10-46 of South Dakota Codified Laws, subject to certain exceptions. The proceeds of the Pledged Tax are irrevocably pledged and appropriated and amounts sufficient to pay the principal of and interest on the Outstanding Bond as the same become due shall be deposited to the Clean Water Borrower Bond Fund 2025. For purposes of this Resolution, "Outstanding Bond" shall mean the Bond and any parity lien Bond hereafter issued pursuant to this Resolution. The Pledged Tax and the Clean Water Borrower Bond Fund 2025 shall be used and applied only in the manner and order hereinafter set forth.
- 8.4.3. Construction Account. There is hereby created and established as an account of the Clean Water Borrower Bond Fund 2025, a "Construction Account". There shall be credited to the Construction Account the proceeds from the sale of the Bond remaining after payment of the expenses of issuing the Bond. All moneys credited to the Construction Account shall be applied solely to the payment of the costs of the Project. For the purposes of this Resolution, "costs of the Project" shall include costs of acquiring, construction, and installing the Project including cost of labor, services, materials and supplies, financial, architectural, engineering, legal, accounting and other professional expenses relating to the Project, the costs of acquisition or properties, rights, easements, or other interest in properties, insurance premiums, and the costs of publishing, posting or mailing notices in connection with the Project. All sums derived from the investment of moneys in the Construction Account shall remain in and become part of such account. Upon completion of the Project and when all costs of the Project have been paid, any balance remaining in the Construction Account shall be credited to the Principal and Interest Account hereinafter established.
- 8.4.4. Principal and Interest Account. There is hereby created and established as an account of the Clean Water Borrower Bond Fund 2025, a "Principal and Interest Account." Immediately upon delivery of the Bond, there shall be credited to the Principal and Interest Account the amount of any accrued interest received from the Purchaser. Commencing on the first day of the

month following the month in which the Bond is delivered to the Purchaser, there shall be withdrawn from the Clean Water Borrower Bond Fund 2025, at least monthly and credited to the Principal and Interest Account an amount which will equal at least one-third (1/3) of the principal, interest and administrative surcharge becoming due on the next succeeding interest payment date with respect to the Outstanding Bond issued. In all events there shall be credited to the Principal and Interest Account amounts sufficient to pay the principal of and interest on the Outstanding Bond as the same become due.

- 8.4.5. Subordinate Lien Bond. After making the above-required payments, any remaining Pledged Tax shall be used for the payment of the principal of and interest on any additional sales tax revenue bonds having a lien which is on a parity to or subordinate to the lien of the Outstanding Bond, and for a reserve fund as additional security for the payment of such subordinate lien Bond.
- 8.4.6. Inter-fund Transfer. So long as the revenues from the Pledged Tax are sufficient to make all required deposits to the Principal and Interest Account, the City may deposit the excess revenues from the Pledged Tax to the general fund or any other City fund as determined by the City and as permitted by law.
- 8.4.7. Deposit and Investment of Funds. The Finance Officer shall cause all moneys pertaining to the Fund to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of Chapter 4-6A, South Dakota Codified Laws, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as the Bond and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No moneys shall at any time be withdrawn from such deposit accounts except for the purposes of the Fund as authorized in this Resolution; except that moneys from time to time on hand in the Fund may at any time, in the discretion of this Commission, be invested in securities permitted by the provisions of Section 4-5-6, South Dakota Codified Laws, maturing and bearing interest at the times and in the amounts estimated to be required to provide cash when needed for the purposes of the respective accounts. Income received from the deposit or investment of moneys shall be credited to the account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys in that account.

- 8.5. Additional Debt. The Borrower shall not incur any Debt which has a lien on or right to payment from the Pledged Tax which is superior to that of this Loan Agreement and the Borrower Bond. The Borrower may incur Debt which is on a parity with this Loan Agreement and the Borrower Bond under the following conditions:

- 8.5.1. Debt secured by Pledged Tax may be incurred to pay or prepay or defease other Debt secured by Pledged Tax if the maximum annual Debt Service of

the new Debt is no greater than that of the Debt being paid, prepaid or defeased.

- 8.5.2. Debt secured by Pledged Tax may be incurred for any purpose so long as prior to the issuance of such Debt the Borrower has delivered to the Trustee and the District a certificate prepared by a Consultant showing that the Pledged Tax collected for any 12 consecutive months out of the 15 consecutive months immediately preceding the issuance of the proposed Debt was at least equal to 125% of maximum annual Debt Service for all Debt secured by Pledged Tax which will be outstanding immediately after the issuance of the proposed Debt.
- 8.5.3. The Borrower may not, without the written consent of the District, incur any (i) variable rate Debt secured by Pledged Tax or (ii) Debt secured by Pledged Tax the payments of principal of and interest on which in any fiscal year are 150% or more of the payments of principal and interest for any other fiscal year.
- 8.5.4. Nothing herein shall prevent the City from issuing Bonds payable from the Pledged Tax and the Clean Water Borrower Bond Fund 2025 or having a lien thereon which is junior and subordinate to the lien of the Bonds authorized herein.
- 8.6. Covenants of the City. The City hereby irrevocably covenants and agrees with each and every holder of the Bonds that so long as any of the Bonds remain outstanding:
 - 8.6.1. It will not amend or repeal the Sales Tax Ordinance relating to the Sales Tax by decreasing the Sales Tax rate or the allocation of revenues thereof to the Clean Water Borrower Bond Fund 2025, or in any way that would adversely affect the amount of Sales Tax revenues which would otherwise be collected and deposited to the Clean Water Borrower Bond Fund 2025. However, nothing shall prevent the City from amending the Sales Tax Ordinance in order to make certain changes in the administration, collection or enforcement of the Sales Tax, provided that such changes would not materially adversely affect the owners of the Bonds.
 - 8.6.2. It will administer, enforce, and collect, or cause to be administered, enforced or collected, the Sales Tax authorized by the Sales Tax Ordinance and shall take such necessary action to collect delinquent payments in accordance with law.
 - 8.6.3. It will keep or cause to be kept such books and records showing the proceeds of the Sales Tax, in which complete entries shall be made in accordance with standard principles of accounting, and any owner of any Bond shall have the right at all reasonable times to inspect the records and accounts relating to the collection and receipts of such Sales Tax.
 - 8.6.4. In the event the Sales Tax of the City is replaced and superseded by the state collected-locally shared sales tax or taxes, or is replaced and superseded in some other manner from other source or sources, the revenues derived by the

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City from the replacement source or sources, as received by the City shall be appropriated in the same manner as if the City had levied and imposed a sales tax. From and after the date of a replacement, the Outstanding Bonds shall have a first and prior lien, but not necessarily an exclusive lien, upon such replacement revenues to the extent therein specified.

- 8.7. Defeasance. When the Bond issued has been discharged as provided in this section, all pledges, covenants, and other rights granted by this resolution to the registered owners of the Bond shall cease. The City may discharge its obligations with respect to any Bond which is due on any date by providing to the Paying Agent on or before that date a sum sufficient for the payment thereof in full; or, if the any Bond should not be paid when due, it may nevertheless be discharged by providing to the Paying Agent a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its liability with reference to all Bonds which are called for redemption on any date in accordance with their terms by depositing funds with the Paying Agent on or before that date in accordance with their terms by depositing funds with the Paying Agent on or before that date, in an amount equal to the principal, interest, and premium, if any, which are then due thereon, provided that notice of such redemption has been duly given. The City may also at any time discharge this issue of Bonds in its entirety, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or United States government obligations which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required to provide funds (without an reinvestment) sufficient to pay all principal, interest and premiums, if any, to become due on all Bonds on and before maturity, or, if a Bond has been duly called for redemption, on or before the designated redemption date.
- 8.8. Tax Matters; Certification of Proceedings and Miscellaneous.
- 8.8.1. Tax Matters. The City covenants and agrees with the registered owners from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bond to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Bond will not become subject to taxation under the Code and the Regulations. The City will cause to be filed with the Secretary of Treasury an information reporting statement in the form and at the time prescribed by the Code.
- 8.8.2. The Mayor and Finance Officer, being the officers of the City charged with the responsibility for issuing the Bond pursuant to this resolution, are authorized and directed to execute and deliver to the purchaser thereof a certificate in accordance with the provisions of Section 148 of the Code and Sections 1.103-13, 1.103-14 and 1.103-15 of the Regulations, stating the facts

estimates and circumstances in existence on the date of issue and delivery of the Bond which make it reasonable to expect that the proceeds of the Bond will not be used in a manner that would cause the Bond to be arbitrage bonds within the meaning of the Code and Regulations.

- 8.8.3. The City recognizes its obligation to comply with the provisions of Section 148(f) of the Code relating to the rebate of certain amounts to the United States, and covenants that it will take or refrain from any actions, the result of which would be to cause the interest on the Bond to become subject to federal income taxation as a result of the failure to comply with Section 148(f) of the Code and applicable Treasury Regulations. The City will take all actions necessary to comply with the rebate requirement, including making or causing to be made the computations of rebate or penalty amounts. The City will make any payments of rebate or penalty amounts, and will pay the costs of computing any such rebate or penalty amounts.
- 8.8.4. It is hereby determined that the Bond is not and will not be "private activity bonds" as defined in Section 141(a) of the Code, and in support of such conclusion the City Council covenants, represents, and certifies as follows:
 - 8.8.4.1. none of the proceeds of the Bond will be used, directly or indirectly, or will be used to replace funds which were used, in any trade or business carried on by any person other than a state or local governmental unit;
 - 8.8.4.2. no direct or indirect payments of the principal of or interest on the Bond will be derived from payments (whether or not to the City), in respect of property, or borrowed money, used or to be used for a private business use by any person other than a state or local governmental unit;
 - 8.8.4.3. none of the proceeds of the Bond are to be used directly or indirectly, to make or finance loans to persons other than a state or local governmental unit; and
 - 8.8.4.4. no user of any facilities or improvements financed with the proceeds of the Bond will use the same on any basis other than the same basis as the general public; and no person other than the City will be a user of said, facilities as a result of (i) ownership; (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract; or (iii) any other arrangement.
- 8.8.5. The City agrees to comply with all provisions of the Code, which if not complied with by the City, would cause the interest on the Bond not to be tax-exempt in the hands of a holder who is a natural person, including, if determined to be necessary upon advice of bond counsel, the payment of any rebate amount necessary to preserve such tax exemption pursuant to Section 148 of the Code. The City further agrees: (1) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (2) to consult with bond counsel

and to comply with such advice as may be given; (3) to file such forms, statements, and supporting documents as may be required and to do so in a timely manner; and (4) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

9. Certification of Proceedings. The officers of the City are authorized and directed to prepare and furnish to the purchaser of the Bond certified copies of all proceedings and records of the City relating to the authorization and issuance of the Bond and such other affidavits and certificates as may reasonably be required to show the facts relating to the legality and marketability of the Bond as such facts appear from the officer's books and records or are otherwise known to them. All such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the correctness of the facts recited therein and the action stated therein to have been taken.

Motion carried and resolution declared duly adopted.

Moved by Tjarks, seconded by Goldammer, to approve Resolution #R2025-18, A Resolution Amending the 2025 Compensation Plan to Add a Part-Time Position in the Park & Recreation Department (Golf), as follows:

RESOLUTION #R2025-18

A RESOLUTION AMENDING THE 2025 COMPENSATION PLAN FOR THE CITY OF MITCHELL

BE IT RESOLVED, THAT THE FOLLOWING COMPENSATION PLAN FOR THE CITY OF MITCHELL BE AMENDED FOR FY2025 as follows:

NON- GRADED PART TIME POSITIONS

PR-Golf	Mechanic (1 PT)	\$20/hour
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Motion carried and resolution declared duly adopted.

ORDINANCES:

Moved by McCardle, seconded by Tjarks, to place Ordinance #O2025-02, Supplemental Appropriations on first reading. Motion carried.

Moved by McCardle, seconded by Bathke, to place Ordinance #O2025-03, Repealing and Replacing Title 12-Food Control on first reading. Motion carried.

EXECUTIVE SESSION:

Moved by Goldammer, seconded by McCardle, to go into Executive Session as permitted by SDCL 1-25-2(3) Legal. Motion carried.

Mayor Hanson declared the board out of executive session at 8:47 p.m. and the City Council to reconvene in regular session at 8:48 p.m.

ADJOURN:

There being no further business to come before the meeting, Mayor Hanson adjourned the meeting.



Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

Attachment 2 System Description

Describe system and service level characteristics.

1. Verify that your agency information is current and up to date in BlackCat:
 - a) General Information
 - b) Financial Information
 - c) Service Information

2. Provide plans for growth in ridership and any increasing services offered. If your goal is to maintain current services, please indicate as such. [Areas for growth and increased ridership included our new app for passengers to book their trips as well as Summer Bus Pass. The Summer bus pass now allows for passengers to go to any parks and recreation location, as well as the library, instead of just activities. 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? [6 to 7%](#)

4. Enter the percentage of customers served for each: [Click here to enter text.](#)
 - d) Senior Citizens [20%](#)
 - e) Individuals with disabilities [27%](#)
 - f) Youth (under the age of 18) [41%](#)
 - g) General public [12%](#)

5. Verify that the uploaded versions in BlackCat are the most current:
 - a) Personnel and driver training policies per SDDOT requirements
 - b) Vehicle operating policy
 - c) SDDOT Approved Asset Maintenance plan
 - d) Part of Statewide Coordinated Transportation Plan or have own.
 - e) Drug and alcohol policy.(5339 funding requirement)

6. Calculate the spare ratio using the below formula with vehicles in current fleet.
***** [Spare ratio should be calculated per location.](#) *****
 - a) What is the number of revenue vehicles? [14](#)
 - b) What is the number of revenue vehicles required for maximum service? [13](#)
 - c) What is the number of spare vehicles (a-b)? [1](#)
 - d) Spare ratio (c/b): [0.077](#)

If you are a NEW entity OR if you have not received these types of funds in the past 3 years, these polices will need to be uploaded to your BlackCat agency profile.

Attachment 4 Prioritization

Provide priority list including all project(s) in this application. Rank the items most important first, with lowest priority items last.

Use additional pages as necessary.

Dispatch Software
Tires
Cutaway Buses
Air Compressor
Exterior Facility Lighting
Shop Tools
Vehicle Cameras
Wash Bay Overhead Door
Safety Equipment
Office Equipment

Column Software PBC
PO Box 208098
Dallas, TX 75320-8098
help.column.us

Bill to
Jessica Pickett

Invoice number 3D782A3D-0003
Notice ID G2I4xOKYkq4G6nICGL5j
Publisher Mitchell Republic
Date of issue Mar 6, 2025
Date due Apr 6, 2025
Total column inches 3.25 = 1 col x
Number of Lines 29
Column width 1
Height
Amount due \$15.87

Description	Qty	Unit price	Amount
03/10/2025: General Public Notice Notice	1	8.82	8.82
03/17/2025: General Public Notice Notice	1	7.05	7.05

=== Notes ===

Notice Name: PUBLIC NOTICE
Order Number: FCCMRC000432

=== How to pay this invoice ===

Column Software PBC accepts online payment via credit or debit card, or ACH bank transfers. Please click here to pay online:

<https://www.column.us/invoices/c3piQ1ITkPTai06sT2BJ/pay>

Net Subtotal \$15.87

Tax 0.00

Amount due \$15.87

Please note that, once paid, the merchant name on your billing statements will be Column Software PBC.

Select organizations may also pay via check. Checks will result in processing delays and should not be used if your notice requires upfront payment. Please pay the exact amount due, write your invoice number 3D782A3D-0003 on the memo, include a printed copy of your Invoice PDF, make the check payable to Column Software PBC, and mail to the address above.

Pay here: <https://www.column.us/invoices/c3piQ1ITkPTai06sT2BJ/pay>

Questions? Visit help.column.us

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Mitchell Republic** on the dates indicated below. If changes are needed, please contact us prior to deadline at (701) 561-0669.

Notice ID: G2I4xOKYkq4G6nICGL5j | **Proof Updated: Mar. 06, 2025 at 04:01pm CST**
 Notice Name: PUBLIC NOTICE

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Jessica Pickett	Mitchell Republic
jessica.pickett@cityofmitchellsd.gov	

Columns Wide:	1	Ad Class: Legals
Total Column Inches:	3.25	
Number of Lines:	29	

03/10/2025: General Public Notice	8.82
03/17/2025: General Public Notice	7.05

Subtotal	\$15.87
Tax	\$0.00
Processing Fee	\$0.00
Total	\$15.87

Public Notice

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 paratransit 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, 2025.

Published times at the total approximate cost of \$15.87 and may be viewed for free of charge at www.sdpublicnotices.com. (Mar. 10 & 17, 2025)

Attachment 6
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

[3/20/2025](#)
Date

[Jordan Hanson](#)
Name (Printed)

[Mayor](#)
Title (Printed)

Attachment 7

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: 3/20/2025

Jordan Hanson
Name (Printed)

Mayor
Title (Printed)

**Attachment 1
Application Cover Sheet
(Section 5311 and Title III-B)**

PROJECT PERIOD

Beginning:	October 1, 2025	Ending:	September 30, 2026
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INDICATE FUNDING REQUESTED


Check the funding requested:

Section 5311 Section 5311/Title III-B Title III-B

APPLICANT AGENCY

Name:	City of Mitchell - Palace Transit
Address:	300 W 1st Ave
City:	Mitchell
State:	SD
Zip Code:	57301

The applicant certifies that to the best of its knowledge and belief, the statements in this application are true and correct, and that it will comply with the attached assurances.

Jordan Hanson	
<i>Printed Name of Authorized Representative of Board</i>	
Mayor	605-995-8420
<i>Title</i>	<i>Telephone Number</i>
	4/25/25
<i>Signature of Authorized Person</i>	<i>Date of Application</i>

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:	jessica.pickett@cityofmitchellsd.gov

**Attachment 2
Level and Use of Service
Section 5311 Applicants**

1. Ridership:

Estimate the average number of rides:

Per Day:	245	Per Year:	87,475
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Projected growth or decline in rides over last year:

Per Day:	215	Per Year:	76,814
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2. Passenger Type: **Indicate percent. Must total 100%.**

20%	Elderly (60 and over)
26%	Disabled
13%	General Public
41%	Youth

3. Trip Purpose: **Indicate percent. Must total 100%.**

14%	Medical	23%	Employment
1%	Nutrition	23%	Social/Recreation
34%	Education	3%	Shopping/Personal
2%	Other (specify)	Same Day Rides	

4. Days/Hours of Service:

List days of the week and hours transit provider is in service.

Mon-Fri 5:30am-8:00pm, Sat 7:00am-4:00pm, Sun 7:00am-2:00pm

5. Marketing or Advertising:

Explain how people know about or can access the transit provider for service.

Facebook, City website, JVCC newsletter, Palace Transit fliers posted around town

6. Annual Miles of Service:

Total annual mileage of all vehicles:

7. What percent of the public transit overall budget is federally subsidized?

8. Provide the local match source that will be used to match the Section 5311 funds.

Contracts, Medicaid, City of Mitchell

9. Provide an explanation of the economic impact transit provided to the service area.

Supports growth in the workforce, provides affordable mobility, encourages a healthy lifestyle with access to medical providers, supports local businesses.

PROJECT DESCRIPTION

Palace Transit's philosophy is to assure that we continue to reflect a commitment to the Mitchell community and surrounding areas. Its Advisory Board and employees have made the commitment to "good service" which is the foundation of a successful organization.

Palace Transit provides a demand response service to the City of Mitchell and Davison County. Operational hours are Monday through Friday 5:30 a.m. to 8:00 p.m., Saturdays 7:00 a.m. to 4:00 p.m. and Sundays 7:00 a.m. to 2:00 p.m. Palace Transit also provides service in surrounding communities, such as Ethan and Mt. Vernon, when the schedule permits. Trips are scheduled when requested in advance. Same day trips are provided if we have driver and bus availability. Priority is given to passengers who have prescheduled rides.

Palace Transit:

- Serves the basic needs of all Davison County residents including the disadvantaged, by providing access to jobs, education, shopping, medical services, etc.
- Considers all operational and policy decisions considering their impact on the communities & populations served.
- Fosters an internal community – oriented environment by informing board members, sponsors, employees, funding sources, and others associated with Palace Transit of the mission and values that animate decisions, policies, and practices.
- Is directly involved in other community projects and take a leadership role in collaborating with other organizations to promote community wide efforts to:
 - Improve public transportation within Davison County.
 - Address the transportation problems of minorities, the poor and the physically disabled and contain the growth of transportation costs.
- Continuously markets its services by trying to be creative in promotions and advertising to increase ridership and public awareness for its demand response system.

Benefit to The Users:

Palace Transits high potential users include seniors, disabled, youth, public, those with no transportation available (or households with one vehicle) and low-income persons.

Current transportation user trips may include service to employment (jobs), welfare-to-work, medical centers, schools, day-care, after-school programs, recreational activities, nursing homes, airport shuttle, convention/tourism service, Adjustment Training Center, dialysis, and hospitals. Service is provided to the user at any location of request in the service area.

PROJECT COORDINATION INITIATIVE

The following is a complete list of all organizations receiving services on a regular basis from Palace Transit.

- Life Quest (Adjustment Training Center)
- All Avera Medical Facilities
- Firesteel Nursing Home
- Avera Brady Health and Rehab
- Adult Nutrition Program
- Chamber of Commerce
- James Valley Community Center
- City of Mitchell
- All Medical Clinics and Facilities
- Mitchell Public Schools
- Day Care Programs
- Mitchell Area Safehouse for Women
- South Dakota Department of Labor
- Mitchell Volunteer Program
- Mitchell Private Schools
- Independent Living Facilities
- Assisted Living Facilities
- Persons With Visual Impairment
- Stepping Stones
- Davison County Child Protection
- Department of Social Services
- Area Churches

LifeQuest and Palace Transit entered a working Coordinated Transportation System in February 1998. Starting in 1998 and presently, representatives from both agencies have planned and have implemented a Mitchell Coordinated Transportation System that works. The system is designed to meet the needs of community members who need to access transportation services to participate in daily living activities.

Palace Transit sells advertising annually on the outside and inside of all transit vehicles. All Mitchell merchants have the opportunity to purchase advertising.

Palace Transit also coordinates transportation to Sioux Falls with People's Transit, Huron and River Cities Public Transit, Pierre.

PUBLIC INVOLVEMENT

In preparing the 2024-2025 application which is to be submitted to the SD Department of Transportation, the Community Services Advisory Board, the Mitchell City Council, Palace Transit staff, Mayor of Mitchell, City Finance Director, Human Resources Director had input and assisted the Director with the grant application.

Public notice was published in the Mitchell Republic March 25 and April 1, 2025.

Approval to apply for the Section 5311 and Title III B Application was approved by the Mitchell City Council on March 17, 2025.

PRIVATE ENTERPRISE INVOLVEMENT

A copy of the Public Notice, which was published in the Republic March 25 and April 1, 2025.

The following transportation providers are located in the service area:

Life Quest, Foreman Sales, and Jefferson Bus Lines

- Life Quest only provides transportation to their clients daily.
- Foreman Sales is a privately owned and operated bus service and is available to the rural area and the City of Mitchell. Palace Transit provides service to the Mitchell School District for the Special Education Program and to pre-school programs that are not serviced by the Foreman Sales.
- The Jefferson Bus Lines picks up passengers at a local convenience store for further travel accommodation. Palace Transit transports passengers to and from the bus pickup point if scheduled prior to arrival in Mitchell.
- Palace Transit does not provide service in competition with any of the private charter mass transportation operators that are registered to operate in the service area covered by Palace Transit.

PROVISION FOR ELDERLY PERSONS & PERSONS WITH DISABILITIES & LOW INCOME OR MINORITY POPULATIONS

- All Palace Transit buses are wheelchair-ramp equipped for the elderly and disabled. For users that are unable to use the steps into the vehicle, they have the opportunity to utilize the lift with safety bars while in a standing position. Palace Transit provides a demand response service which is designed around curb-to-curb service.
- For people that may have hearing loss or vision loss, a Palace Transit Dispatcher will place a phone call to the user to inform him/her that the bus is arriving or waiting at their location. Palace Transit coordinates transit services with a representative from the Visual Impaired Association to assist those that may utilize Palace Transit.
- Palace Transit bus service is posted in a monthly newsletter that is sent to nearly two hundred (200) homes and emailed to an additional 50 in Mitchell and surrounding communities.
- New services, hours and updates are listed on the Palace Transit Facebook page and the City of Mitchell web site.
- The Mitchell Republic and both radio stations provide coverage for Palace Transit service.

**Attachment 4
Assurance
(Section 5311 Applications)**

The	City of Mitchell - Palace Transit	hereby assures and certifies to the following:
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1. That "special efforts are being made in its service area to provide transportation that people with disabilities, unable to use the recipient's service for the general public, can use. This transportation service shall be reasonable in comparison to the service provided to the general public and shall meet a significant fraction of the actual transportation needs of such persons within a reasonable time."
2. Have the requisite fiscal, managerial, technical, and legal capability to carry out the Section 5311 program and to receive and disburse Federal funds.
3. Some combination of state, local, or private funding sources has been and will be committed to provide the required local share.
4. Have, or will have by the time of delivery, sufficient funds to operate and maintain the vehicles and/or equipment purchased under this project, as applicable.
5. To the maximum extent feasible coordinated with other transportation providers and users, including social service agencies capable of purchasing service.
6. The subrecipient will confirm to the 200CFR Part 200 requirements as it pertains to this funding.

Date: 4/25/25

By: *Jessie Pukett, Director*
Signature of Authorized Official

**Attachment 6
Annual Vehicle Facility Use
Certification(Section 5311)**

Annual Vehicle Facility Use Certification

The South Dakota Department of Transportation, Office of Air, Rail and Transit (SDDOT) requires you to submit an annual vehicle facility use certification.

I, **Jessica Pickett**, certify to the SDDOT, that the vehicle facility that has been partially funded(Exec Director, Board Pres., etc.)

with funds from the Federal Transit Administration to **Palace Transit** is still being used
(Your transit agency name)

in accordance with the terms of the original agreement, and that no part of the local contribution to the cost of the facility has been refunded or reduced. Applicable facilities will be maintained at a high level of cleanliness, safety, and mechanical soundness. It is understood that this facility is to be used for transit-related purposes, and this/these facilities will be maintained in accordance with the Maintenance Facility Policy that was signed on **7/16/2020** and submitted to SDDOT.

I understand a template of the Asset Maintenance Plan is available to me at <https://dot.sd.gov/transportation/public-transit/forms-publications> and will be immediately available to mewhen requested, and that SDDOT may request a copy of our signed Asset Maintenance Plan at anytime. This certification applies to vehicle facilities in the following community/communities:

Mitchell, SD

Jessica Pickett	Palace Transit
Printed Name	Transit Agency Name
<i>Jessica Pickett, Director</i>	4/25/25
Signed Name, Title	Date

**Attachment 6
Annual Vehicle Facility Use
Certification(Section 5311)**

Annual Vehicle Facility Use Certification

The South Dakota Department of Transportation, Office of Air, Rail and Transit (SDDOT) requires you to submit an annual vehicle facility use certification.

I, **Jessica Pickett**, certify to the SDDOT, that the vehicle facility that has been partially funded(Exec Director, Board Pres., etc.)

with funds from the Federal Transit Administration to **Palace Transit** is still being used
(Your transit agency name)

in accordance with the terms of the original agreement, and that no part of the local contribution to the cost of the facility has been refunded or reduced. Applicable facilities will be maintained at a high level of cleanliness, safety, and mechanical soundness. It is understood that this facility is to be used for transit-related purposes, and this/these facilities will be maintained in accordance with the Maintenance Facility Policy that was signed on **8/29/2024** and submitted to SDDOT.

I understand a template of the Asset Maintenance Plan is available to me at <https://dot.sd.gov/transportation/public-transit/forms-publications> and will be immediately available to me when requested, and that SDDOT may request a copy of our signed Asset Maintenance Plan at anytime. This certification applies to vehicle facilities in the following community/communities:

Mitchell, SD

Jessica Pickett	Palace Transit
Printed Name	Transit Agency Name
<i>Jessica Pickett, Director</i>	4/25/25
Signed Name, Title	Date

**Attachment 7
Annual Shop Equipment or Tool Certification
(Section 5311 Applications)**

Annual Shop Equipment or Tool Certification

The South Dakota Department of Transportation, Office of Air, Rail and Transit (SDDOT) requires you to submit an annual shop equipment or tool certification with your FY 2026 Application.

I, **Jessica Pickett** certify to the SDDOT, that the shop equipment or tools that
(Exec Director, Board Pres., etc.)

have been granted to **Palace Transit** with funds
(Your transit agency name)

from the Federal Transit Administration or the State of South Dakota, are being used in accordance with the terms of the original agreement, and that no part of the local contribution to the cost of the shop equipment or tools have been refunded or reduced. Applicable equipment and tools will be maintained at a high level of cleanliness, safety, and mechanical soundness.

List shop equipment or tools that have been funded in part by funds from the Federal Transit Administration:

*See Attached

Jessica Pickett	Palace Transit
Printed Name	Transit Agency Name
<i>Jessica Pickett, Director</i>	4/25/25
Signed Name, Title	Date

**Attachment 8
Annual Vehicle Use Certification
(Section 5311 Applications)**

Annual Vehicle Use Certification

The South Dakota Department of Transportation, Office of Air, Rail and Transit (SDDOT) requires you to submit an annual vehicle use certification.

I **Jessica Pickett** certify to the SDDOT, that transit vehicles that have been granted
(Exec Director, Board Pres., etc.)

to **Palace Transit** with funds from the Federal Transit
(Your transit agency name)

Administration or the State of South Dakota, are still being used in accordance with the terms of the original agreement, and that no part of the local contribution to the cost of the equipment has been refunded or reduced. Applicable vehicles will be maintained at a high level of cleanliness, safety, and mechanical soundness.

Jessica Pickett	Palace Transit
Printed Name	Transit Agency Name
<i>Jessica Pickett, Director</i>	4/25/25
Signed Name, Title	Date

Attachment 10
Assurances
(Title III-B Applications)

The Grantee/Applicant hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including 2 CFR Part 200, as they relate to the application, acceptance and use of federal funds for this federally assisted project. Also, the Grantee/Applicant assures and certifies to the grant that:

1. **PROPERTY MANAGEMENT STANDARDS:**
The Grantee agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a federal grant.
2. **TECHNICAL ASSISTANCE:**
The State agrees to provide technical assistance regarding Department of Human Services rules, regulations and policies to the Grantee and to assist in the correction of problem areas identified by the State's monitoring activities.
3. **LICENSING AND STANDARD COMPLIANCE:**
The Grantee agrees to comply in full of all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Grantee's failure to ensure the safety of all individuals served is assumed entirely by the Grantee.
4. **ASSURANCE REQUIREMENTS:**
The Grantee agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Drug-Free Workplace, Title VI of the Civil Rights Act of 1964, Section 504 and Section 511 of the Rehabilitation Act of 1973 as amended, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Charitable Choice Provisions and Regulations, Deficit Reduction Act of 2005 and American Recovery and Reinvestment Act of 2009, as amended and as applicable.
5. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:**
Grantee certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the federal government or any state or local government department or agency. Grantee further agrees that it will immediately notify the State, if during the term of this Agreement, the Grantee or its principals become subject to debarment, suspension, proposed for debarment, or declared ineligible from participating in transactions by the federal government, or by any state or local government department or agency.
6. **OFFICE OF INSPECTOR GENERAL EXCLUSIONARY LIST REQUIREMENTS:**
Grantees, who utilize federal Medicaid or Medicare funds, agree to screen all employees and contractors, prior to hiring or contracting and on a regular basis, to determine whether any of them are listed on the Office of Inspector General (OIG) List of Excluded Individuals/Entities. Grantee shall maintain documentation to support the screenings were performed and shall immediately report to DHS all cases in which employees are found on the exclusionary list. Grantee understands that no payment shall be made for any goods or services furnished,

ordered, or prescribed by an excluded individual or entity and any payment made for services provided by excluded parties will be recouped; and recoupment may include penalties.

7. RETENTION AND INSPECTION OF RECORDS:

The Grantee agrees to 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, statistical, fiscal, other, and other information records necessary for reporting and accountability required by the State. The Grantee shall retain such records for 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 Grantee. In the event Grantee 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 Grantee'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 Grantee'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 Grantee 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 Grantee by the State, will be retained in the Grantee'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 Grantee's established record retention policies.

All payments to the Grantee 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 Grantee.

8. AUDIT REQUIREMENTS:

If the total of all Department of Human Service funding is greater than \$750,000 during the Grantee's fiscal year, the Grantee agrees to submit to the State a copy of an annual entity-wide, independent financial audit. The audit shall be completed and filed with the Department of Human Services by the end of the fourth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. The audit should be sent to:

Department of Human Services
Provider Reimbursements and Grants
3800 East Highway 34
c/o 500 East Capitol
Pierre, SD 57501

Audits conducted in accordance with this provision shall contain, as part of the supplementary information, for Division of Developmental Disabilities (DDD), a DDD cost report as outlined by the Department of Human Services to include schedule A, Schedule B, Attachment A, and Attachment B. Attachment 1 shall be submitted annually and directly to the Department of Human Services within the same time frame and is not considered part of the audit.

If federal funds of \$750,000 or more have been received by the Grantee the audit shall be conducted in accordance with OMB Uniform Guidance 2 CFR Chapter I, Chapter II, Part 200, et al Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 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. Audits shall be completed and filed with the Department of Legislative Audit by the end of the fourth month following the end of the fiscal year being audited or 30 days after receipt of the Auditor's report, whichever is earlier. For a Uniform Guidance audit, approval must be obtained by forwarding a copy of the audit engagement letter to:

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

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

If the Grantee expends less than \$750,000.00 during any Grantee 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.

9. COST PRINCIPLES

Grantee agrees to comply in full with the applicable cost principles as outlined in OMB Uniform Guidance 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

10. 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.

11. 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 will 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.

12. ASSIGNMENT AND AMENDMENTS:

The Grantee 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 Grantee in any manner with any third party with respect to the Grantee's rights and responsibilities under this Agreement, without the State's prior written consent.

13. 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.

14. 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 herein, this agreement constitutes the entire agreement with respect to the subject matter hereof.

15. SEVERABILITY:
In the event that any provision of this agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. NOTICE:
Any notice or other communication required under this agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Grantee, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

17. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:
The Grantee 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 Grantee 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 Grantee 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 Grantee 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.

18. FEDERAL FUNDING ACCOUNTING AND TRANSPARENCY ACT
The Subrecipient agrees to:

- a. Assist and support State in complying with Federal Funding Accounting and Transparency Act (FFATA) requirements by providing any and all information the State must report to be compliant with FFATA. More information about FFATA reporting requirements can be found at www.frs.gov.
- b. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Subrecipient (Grantee) non-compliance or failure to comply with subsection (a) of this Provision. Subrecipient understands and agrees that it is liable to State for any costs determined to be not allowed by the United States government for non-compliance with FFATA requirements due to Subrecipient's failure to supply State with any requested information necessary to comply with FFATA.

19. AWARD RECIPIENT ATTESTATION

The award recipient or sub-recipient attest to meeting the following requirements per 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 SDCL § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

The Grantee 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 Grantee agrees to disclose to the State, in writing, any conflicts of interest that exist under the Grantee'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 Grantee agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. The Grantee 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.

20. HOLD HARMLESS:

The Grantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents, and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Grantee to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.

21. INSURANCE:

Before beginning work under this agreement, the Grantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. The Grantee shall furnish copies of insurance policies if requested by the State.

a. Commercial General Liability Insurance:

The Grantee shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit.

b. Business Automobile Liability Insurance:

The Grantee shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

c. Worker's Compensation Insurance:

The Grantee shall procure and maintain workers' compensation and employer' liability insurance as required by South Dakota law.

d. Professional Liability Insurance:

The Grantee agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

22. REPORTING

Grantee agrees to immediately report to the Department any event or incident encountered in the course of performance of this agreement which results in injury to any person or property, or which may otherwise subject Grantee, or the State of South Dakota or its officers, agents, or employees to liability. Grantee shall report any such event to the State immediately upon discovery.

Grantee's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Grantee's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law. Reporting to the State under this section shall not excuse or satisfy any obligation of Grantee to report any event to law enforcement or other entities under the requirements of any applicable law.

23. CONFLICT OF INTEREST

Grantee agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal 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 Grantee expressly agrees to be bound by the conflict-of-interest resolution process set forth in SDCL §§ 5-18A-17 through 5-18A-17.6.

24. CONFIDENTIALITY OF INFORMATION

For the purposes of the sub-paragraph, "State Proprietary Information shall include all information disclosed to the Grantee by the State. Grantee acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Grantee shall not: (i) disclose any State Proprietary information to any third person unless otherwise specifically allowed under this contract;

(ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents, or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Grantee is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Grantee shall protect confidentiality of the State's Information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Grantee; (ii) was known to Grantee without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of the State's officers or employees having authority to disclose such information; (iv) was independently developed by Grantee without the benefit of influence of the State's information; (v) becomes known to Grantee without restriction from a source not connected to the State of South Dakota. State's proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Grantee understands that this information is confidential and protected under applicable State law at SDCL §1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Grantee acknowledges that the state and its agencies are public entities and thus bound by the South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this agreement require additional security requirements or clearance, the Grantee will be required to undergo investigation.

25. TERMS:

By accepting this agreement, the Grantee assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be in violation of the terms of this agreement, and the agreement shall be subject to termination.

The following shall be completed by the Provider:

Type of Organization:

Individual Nonprofit profit

Provider fiscal year begins January 1	and ends December 31
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Federal ID Number	46-6000305
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Signature of Authorized Official

Mayor

Title

4/25/25

Date

The following shall be completed by the State:

Subrecipient status: XX OR Vendor status: _____

Fund source name: Title III-B CFDA No: 93.044

Program(s): Supportive Services - Transportation

MSA Account Code: 1000\2003 5206070 1920 310E0105

PALACE TRANSIT

Operator Manual

Updated 4/9/2025

STICK TO POLICY - All operators must comply with the rules and regulations of the policy manual. If you do not follow policy, it makes it difficult for others to do their job.

The operator is the most important asset of a transit agency. The agency benefits because you help to increase supportive ridership, improve community support, increase potential funding, and reduce insured risks.

- As an operator, you represent Palace Transit and the City of Mitchell.
- In the course of a day, you have more contact with the public than any other employee of your agency.
- A large number of motorists and pedestrians see your vehicle.
- An operator's attitude toward passengers and on the radio helps to determine whether the public has a good or bad impression of Palace Transit.
- Each passenger is an individual and deserves to be treated with respect.
- Operators must always maintain professional dress and manners. Employees should refer to the Community Services uniform policy for dress code requirements.
- A person with a disability is more than their disability. When speaking to people with disabilities, speak to the person, not the disability. Do not refer to people as "chairs," they are people not furniture. Please say "wheelchair user" or "uses a wheelchair."

Operator Requirements

All operators must:

1. Maintain a safe driving record for insurance coverage.
2. Hold a valid Commercial Driver License with a passenger endorsement license.
3. Complete and pass a DOT physical.
4. Become PASS certified and certified in CPR and First Aid.
5. Complete training in courses deemed necessary by administrators.

6. Not have had a driver's license suspended or had a conviction of driving under the influence during the previous three years.
7. Have not been excluded from participation in any federal health care program and is not listed on the exclusion list of the Department of Health and Human Services of the Inspector General.

Operator Training

Palace Transit provides training for new operators at the inception of their employment. Designated trainers provide basic training instructions for all operators before they are allowed to take their own route.

Training includes, but is not limited to:

1. Complete "ride-along" time with a veteran/experienced operator for the purpose of learning the routes and rules of public transportation.
2. Learn how to properly use the on-board communications equipment and routing software/tablet.
3. Learn to fuel vehicles (diesel and gas) properly and safely.
4. Learn to accurately record vehicle mileage, fuel, oil changes, maintenance, and other necessary items.
5. Learn to properly deploy the lift for clients with/without mobility device(s).
6. Learn to properly secure mobility devices and occupants in the transit vehicle(s).
7. Learn to appropriately use all safety equipment provided in the transit vehicle(s).

Operator Policies

1. Operators will follow safe practices and procedures when boarding and debarking passengers from the transit vehicles.
2. Operators are responsible for assisting passengers both in and out of the vehicle. Some riders may wish to board or exit the vehicle on their own; however, always offer assistance, even if it looks like they may not need it. If an injury occurs as the result of negligence because the operator did not offer assistance, the operator may be at fault.
3. If a passenger is sleeping, please wake that passenger so they can disembark the vehicle.

4. Operators are not allowed to enter residence(s), business(es) or school(s). You should **never** go into a facility to look for a passenger.
5. Do not go past the 2nd set of doors in any facility unless you have approval from the office.
6. Never leave your vehicle unattended while passengers are on board.
7. Never leave the vehicle unlocked and unattended. Always remove keys from vehicle.
8. You should always drive with your headlights on.
9. Flashers must be turned on when picking up and dropping off passengers.
10. Pull to the curb as close as possible.
11. All passengers must be dropped off at the curb of their destination. On one-way streets where a riders' destination is on the opposite side of your passenger door, park in front of the destination and walk with them to the curb. Never let them cross alone in front of the vehicle.
12. If the passenger notes say, "**must see adult,**" keep vehicle doors closed and keep passenger in your vehicle until you see an adult.
13. Make sure passengers are safely in their destination location before leaving.
14. If there is concern for the welfare of a rider, the operator should contact dispatch who will call the proper authority to report the concern.
15. Allow a one (1) minute wait for passengers **before** notifying the office to call for the passenger and then send a no-show after three (3) minutes. Notify dispatch for nursing homes as you're pulling into the parking lot.
16. Operators must make sure all loose and potentially dangerous items, mobility devices, etc. are secured before moving the vehicle.
17. All oxygen containers must be secured during transportation. Containers, which are normally secured to a wheelchair, may stay in those securements. Containers, which are attached to mobility aids such as a walker, must be separately secured to the vehicle.
18. The aisle must always be kept clear of all objects. All carry-on items must be able to be properly secured so that they do not pose a threat to others.
19. Operators must keep all radio communications in a professional manner and deal only with direct Palace Transit business. Never use last names of passengers and conversation must be kept brief.

20. Use of mobile phones for personal business while on duty is prohibited unless you are on a scheduled break. If you need to use the phone for business, make sure to use Bluetooth or pull over. This is the law!
21. Do not engage in any distracting activity while driving.
22. Operators must not leave the vehicle unattended with keys inside of the vehicle; the exception is for deployment of the lift and assisting the passengers on the vehicle.
23. Operators are responsible for the upkeep of the vehicles as well as the garage and wash bay areas. Do not leave garbage or personal items on the transit vehicles. The state of South Dakota requires Palace Transit to ensure the cleanliness of the vehicles and facilities.
24. Cleaning supplies are kept at the garage and each bus has its own bucket of cleaning supplies allowing operators the capability of cleaning during any downtime. It is the operator's responsibility to notify the office of any supplies needed.
25. Transit vehicles may not be taken home or to any other location other than the garage or JVCC for lunch hours or in between shifts. If you have down time or breaks in the schedule you may stop at the nearest location for your break or wait for rides while cleaning your vehicle.
26. Operators are not to take appointments or cancellations. Passengers must call their appointments and cancellations into the office during office hours or schedule on the app. Weekend or evening drivers can only take cancellations for that shift.
27. Don't drive in alleys unless approved by the office.
28. **BACKING IS PROHIBITED**, unless absolutely necessary. If you need to back up, radio the office and have someone watch, if possible.
29. Stay clear of trees and branches; they scratch the vehicles. Turn in a tree work request form to the Operations Supervisor for trees that need to be trimmed.
30. All Palace Transit buses must stop at all active Railroad Crossings and utilize the 4-way flashers to inform other motorists of the upcoming stop.
31. All accidents/incidents involving a Palace Transit vehicle or City property must be reported to the transit office immediately (no matter how minor). **DO NOT** move the vehicle until notified by your supervisor or law enforcement to do so. If the office is

closed contact the Transit Supervisor or Director. Turn on emergency flashers, and assist the injured, but do not move anyone unless absolutely necessary.

32. When parking at the JVCC, park at the far end of the parking lot within the lines or along the street curb on Duff Street. Do not park along the curb on 2nd Avenue as it causes blind spots for other drivers.
33. If you have any downtime, contact the office, turn off vehicle and wash the vehicles or clean the garage.
34. Anytime you step out of and back into your vehicle, you need to radio the office to put you on pause.
35. It is imperative that you are on time to start your shift at your scheduled time.
36. When leaving on your scheduled route, operators must have in their possession: Vehicle Keys, Driver's License, DOT Medical Card, Money Bag, and ID Badge.
37. All vehicles and property of the City of Mitchell are drug, alcohol, and tobacco free areas. No smoking, chewing tobacco, vaping, or e-cigarettes. The use of these products is not allowed in vehicles, garages, or city buildings.
38. Per Federal Regulation 397.13 "No person may smoke or carry a lighted cigarette, cigar, or pipe on or within 25 feet of a motor class vehicle...". This includes no vaping or e-cigarette use within 25 feet of the transit vehicle by either passenger or operator.

Inspections

When arriving at the garage, operators must perform a pre-trip inspection to ensure the vehicle is safe. A post-trip inspection must also be completed at the end of the shift. Pre and post trip inspections should only take up to 10-15 minutes each. If they take longer, you must contact the supervisor.

1. Prior to getting in a Palace Transit vehicle, the operator should walk around the vehicle and do a visual inspection.
2. Any noted damage or concerns should be checked against the inspection report of the previous operator. Any damage must be written down on the inspection sheet with a copy given to the Operations Supervisor. At this time, a "DO NOT DRIVE" sign must be placed in the driver's seat.

3. Check the oil, power steering fluid and washer fluid. Add more fluids as needed. Oil is kept in the garage in the flammable cupboard. When a vehicle is **400 miles** within an oil change being due, you must turn in the inspection sheet with the mileage due for oil change. You can go 100 miles over, but anything past that 100 miles must be approved by the Operations Supervisor.
4. Check the wheelchair lift and cycle it to make sure it works.
5. Vehicles are to be swept out, sanitized/disinfected, and kept clean every day.
6. Fuel tanks are to be filled every day during your shift. At the end of your shift, there must be at least $\frac{3}{4}$ of a tank in case of emergency. Note the number of gallons on your inspection form.
7. A vehicle with a “DO NOT DRIVE” sign on the driver’s seat CANNOT be driven until inspected and cleared to drive by the Operations Supervisor.
8. At the end of each shift, the operator is required to walk through the inside and around the outside of the vehicle. Items left in the vehicle need to be brought immediately into the office lost & found. The operator is required to note any damage, look for any debris, lost items or passengers who may have missed their drop-off point.
9. Operators must complete the daily inspection report in its entirety. Any items that may need to be repaired or preventive maintenance required must be noted by filling out a work order form. The work order should be turned in to the Supervisor for processing.

Do not take it upon yourself to schedule the repairs with the Street Department.

End of Shift Duties

Every operator is expected to complete the computer and paperwork by the end of the shift – **NO EXCEPTIONS**. If that’s an issue, please talk to the Supervisor.

1. Prior to leaving the garage, the operator is expected to do the post-trip inspection and record the findings on the daily inspection sheet.
2. Note on inspection form if any oil that was added, oil was changed, headlight replaced, batteries changed/charged, etc.
3. Beginning and ending miles must be recorded **correctly** on the inspection form.
4. The operator must properly log-out and turn off the tablet before putting the transit vehicle away for the day.

5. Fares for transit go onto money count slips. Each slip must also have the vehicle number, operators' signature, and money total on it.
6. All tips must be reported. Record the tips under other on the money count slip. City policy states no gratuities are to be accepted by City employees.
7. Money collected and paperwork must be placed in a bank bag and returned to the office or in the deposit box located outside the supervisor's office.
8. All same day trips on **weekend or evening** hours can only be scheduled on the app.

Transit Passengers

Passenger/Operator Guidelines

1. All fares are to be paid to the operator when boarding the vehicle.
2. All passengers are required to wear their seatbelts. It is your responsibility to make sure that this policy is followed. If a customer needs assistance, then you must assist in the securement.
3. Candy or food may be distributed to passengers for special occasions as they deboard the vehicle and must be prepackaged.
4. Involvement in personal information with passengers must be kept to a minimum.
5. Do not share your personal problems with passengers.
6. Remind passengers to take all their personal belongings when exiting the vehicle.
7. Refrain from talking about other employees and/or passengers and their personal lives to passengers.

Securement of Mobility Devices/Passengers

All persons using a mobility device, including walkers, are required to have their device secured while aboard a transit vehicle. The operator may decline service to a rider who refuses to allow his or her device to be properly secured. If service is declined, the Operations Supervisor or Director must be notified immediately.

When transporting any passenger using a wheelchair or scooter on the transit vehicles, operators must do the following:

1. Allow passengers to board the lift **EITHER** forward or backward.
2. Transport any mobility device that fits within the lift specifications.
3. Assist passengers with the use of the lift and with securement of their mobility devices.
4. Secure the wheelchair or scooter in the appropriate position using all of the 4-point securements. Do not under any circumstances transport the passenger without proper securement.
5. Some wheelchairs or scooters are equipped with lap belts for the passenger. Even if these belts or straps are being used by the passenger, Palace Transit operators must secure the passenger in the vehicle by attaching the shoulder harness and lap belt provided in the vehicle in addition to the 4-point securement system.
6. All passengers and their wheelchairs or scooters must face forward in the transit vehicles when secured. **No exceptions.**
7. Passengers may choose to remove themselves from their wheelchair or scooter on their own and utilize one of the transit vehicles seats. The wheelchair or scooter must still be secured to the vehicle with the 4-point securement system so that it does not become a potential flying object.
8. Wheelchair securements must be removed from the floor tracks and properly stored when not in use. These cause tripping hazards when not removed from the floor.

Harassment

Passengers may be friendly and anxious to meet you, or they may be shy and withdrawn. In either case how you act or do not act will be interpreted by your passengers in ways you may not have intended and can be misinterpreted.

1. Do not become socially involved with your passengers.
2. Call passengers by name, not pet names.
3. Ignore sexual overtones.
4. Report instances of inappropriate passenger behavior to administration immediately.
5. Avoid conversations about religion, politics, sex or morals.

6. Do not offer advice unless related to the vehicle and safety of passengers.
7. Talk to your supervisor when you have questions concerning what is inappropriate.

Disorderly Passengers

Occasionally, operators may encounter a disruptive rider. The operator must ensure this rider's safety as well as that of others. Do not discharge such riders where it would be unsafe for them. It may be safer at the next scheduled stop or in a well-lit area where there are other people.

Operator should notify the office immediately of any issues with disruptive riders including but not limited to passengers not remaining seated or following transit policies. Dispatch shall in turn inform administration of the situation.

Threats of Suicide or Self-Harm

If someone threatens or makes statements referring to suicide or self-harm, TAKE THEM SERIOUSLY. Many people have taken their lives when people thought their statements about suicide were "manipulative" or the person was being "melodramatic."

If a passenger makes any statement regarding suicide or self-harm, it must be reported immediately. Drivers must call office staff immediately and tell them who made the threat and exactly what was said. Office staff will then decide to either contact the passengers' caregivers or call 911.

Service Animals

Included in the American Disability Act regulations is the right of a person traveling with a service animal to have equal access to public transportation accommodations.

Service animals are defined as follows: *Any animal that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or mental health disability.*

Rights of transit employees regarding service animals

1. People with disabilities who use service animals cannot be charged extra fees, can't be isolated from other patrons, or treated less favorably than other patrons.
2. A person with a disability cannot be asked to remove his/her service animal from the premises unless:
 - (a) The animal is out of control and the animal's owner does not take effective action to control it (for example, a dog that barks repeatedly).
 - (b) The animal poses a direct threat to the health or safety of others.
3. Control of the service animal is the responsibility of the caretaker.
4. In the cases listed above, Palace Transit should give the person with the disability the option to obtain goods and services without having the animal on the premises.
5. Palace Transit is not required to provide care or food for a service animal or provide a special location for it to relieve itself.
6. Allergies and fear of animals are generally not valid reasons for denying access or refusing service to people with service animals.
7. Violators of the ADA can be required to pay monetary damages and penalties.

The American Disability Act prohibits operators from asking about the nature of a person's disability. However, Palace Transit may make two inquiries to determine whether an animal qualifies as a service animal. Palace Transit employees may ask if the animal is required because of a disability and what work or task the animal has been trained to perform.

I have asked the Operations Supervisor any questions I have about the information and policies included in the Palace Transit Operator Manual.

Name (Printed)

Signature

Date

I have read and understand the information and policies included in the Palace Transit Operator Manual.

Name (Printed)

Signature

Date

Schedule A Ride

Call the office at 605-995-8440 or log onto the app.

Office hours are Monday thru Friday 7:00am-5:00pm.

Rides must be scheduled by 5:00pm with the office or before 8:00pm on the app at least one business day prior to your ride with the office (excluding holidays).

Cancellations must be made 30 minutes prior to scheduled ride.

No reservations or cancellations will be accepted by the bus operator at any time.

If any individual over the age of 60 is unable to afford transportation service, contact the Palace Transit office for assistance.



This transit agency is committed to providing non-discriminatory service.

To request more information or to file a discrimination complaint contact this agency or the South Dakota Department of Transportation at (605) 773-3540.



Palace Transit

Office Located At:
James Valley Community Center
300 W 1st Avenue
Mitchell, SD 57301

Phone: 605-995-8440
After Hours: 605-999-8440
Fax: 605-995-8439
www.cityofmitchellsd.gov



Palace Transit



Providing safe, quality and reliable public transportation.

Fares

- \$2 per 1-way trip Monday through Friday 7 am - 5 pm
- \$3 per 1-way trip Monday through Friday 5:30am - 7 am & 5 pm - 8 pm
- \$3 per 1-way trip Saturday 7 am - 4 pm
- \$3 per 1-way trip Sunday 7 am - 2 pm
- \$10 per 1-way Same Day trip Monday through Friday
- \$15 per 1-way Same Day trip Saturday & Sunday (*scheduled on app only)
- \$10 Return Item Fee

All fares must be paid each time you board the vehicle with cash, check or token (exact amount only). No rides can be charged.

Mileage will be added for transportation outside city limits.

Tokens

Tokens are sold at the Palace Transit office or a limited amount can be purchased with your driver.

- \$20.00 for 10 - \$2.00 tokens with the 11th token free*
- \$30.00 for 10 - \$3.00 tokens with the 11th token free*

*must be paid for with cash or check. No free token with credit or debit card purchase.

Airport Service

Mitchell Airport

- \$10.00 for the 1st person
- \$5.00 for each additional person

Sioux Falls Airport *

- \$150.00 per trip

* Two week notice pending driver availability.

Palace Transit App

Android



Apple



Summer Pass

Unlimited summer rides to and from Mitchell Parks & Recreation and Library activities/locations.

- Individual Pass \$40.00
- Family Pass \$60.00

Pass is valid during transit operating hours.

Mileage will be added for transportation outside city limits.





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

FAX: 605-773-4085

WEB: dhs.sd.gov

April 30, 2025

City of Mitchell
Attn: Jessica Pickett
612 N Main Street
Mitchell, SD 57301

Dear Jessica,

Thank you for submitting your Contract Change Request. Following a careful review of your request, we are pleased to inform you that your request to remove congregate meals at the Overtime restaurant in Parkston has been approved, effective April 30, 2025.

If you have any questions or concerns, please contact me to discuss. Thank you for your partnership in providing services to those in greatest social and economic need in South Dakota.

Sincerely,

Taylor McLennan

Taylor McLennan
Program Specialist
Enclosure

2025-2026 ACL Grant Funding

Intent to Apply

Department of Human Services, Division of Long Term Services and Support:

I am writing to express our interest in applying for the 2025-2026 ACL grant. The City of Mitchell's Adult Nutrition Program aims to continue to serve Congregate C-1 meals and expand the program to provide Home Deliver C-2 meals.

As a current subrecipient, I am confident in our ability to successfully carry out this project and achieve the intended outcomes. We have continuously identified the need for this type of program in Davison and Hutchinson counties and believe that we will continue to make a significant impact.

We are excited about the opportunity to partner with the current Meals on Wheels program, Mitchell United Way and Avera Queen of Peace and believe that this project has the potential to make a significant impact on our service area. We are committed to ensuring that the project is carried out with the highest level of professionalism and accountability.

Thank you for considering our application. We look forward to continuing to offer these essential services as well as expand our program to provide the best nutrition and information possible for the elderly in the area.

Sincerely,

A handwritten signature in blue ink that reads "Jessica Pickett". The signature is written in a cursive, flowing style.

Jessica Pickett

Community Services Director

City of Mitchell – Adult Nutrition

Description of Program

The main goal of the program is to enable older adults to remain healthy and independent, while living in their own home and communities. We promote health and provide a lifeline for hot meals and socialization.

Meals are served five days per week (except for major holidays). In Mitchell, free transportation is provided by Palace Transit to those who are unable to drive to a meal site.

Meal sites that are a satellite of the Mitchell program include Mt. Vernon & Tripp. Meal sites in Mitchell include the James Valley Community Center, Wesley Acres, Meadowlawn Plaza, Greenridge and Cathedral Squares. Meals are prepared at the James Valley Community Center and delivered to the outlying sites and served in a congregate setting.

Unfortunately, we have not been able to find a location in Parkston to have meals. We have been meeting with several community members and presented to the Parkston City Council. We will continue to search to provide service at this location, but in the meantime local residents have been traveling to Tripp or Mitchell for meals.

The program also offers a dine card for County Fair Deli and Coborn's Deli in Mitchell to allow participants the opportunity to eat during extended hours and days. This has been a positive aspect for the working seniors who are not able to eat at a congregate site during the time frame the meals are served. We will continue to search for other providers in Mitchell and other communities we serve in order to expand the participants' meal options.

Our greatest partners have been our hospital and area clinics. We have representatives from the two largest health care systems in the area, Avera and Sanford, both providing representation on our advisory board. With this partnership we have been able to educate their staff about the program and they have been able to provide that information to their patients/clients who are in the greatest social and economic need.

Meals on Wheels Service Program is currently operated by a local non-profit board of directors, who are all elderly themselves, and would like to pass the program over to us. Meals are prepared at Avera Queen of Peace Nutrition Services and delivered in the City of Mitchell Monday through Friday except for major holidays. There are 5 routes a day being filled by local volunteers, businesses and churches. Hot foods are dished into individual, insulated, disposable containers and cold foods are placed into sacks and kept cold until delivery time.

We plan to continue to operate the same current operations and services as these meals meet the criteria for Home Delivered C-2 meals. They currently serve 90 meals a day to those who are homebound.

We feel this would be a perfect fit to our program and a way to lessen community confusion with the services. We frequently receive calls requesting Meals on Wheels and we have to explain how we are a congregate dining service only and then direct them to the other program. The elderly in our community struggle to understand this and the separation is frustrating to them, especially those of our current participants who may need Meals on Wheels for a short period of time due to a life change such as surgery.

Combining our programs is also being highly championed by the Mitchell United Way as an easier way to provide nutrition and education for our communities. We have had several meetings with the United Way and food program providers, and all are in agreement to consolidate our services.

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

**March 17, 2025
6:00 P.M.**

PRESENT: Mike Bathke, John Doescher, Tim Goldammer,
Kevin McCardle, Dan Sabers, Jeffrey Smith, Susan Tjarks

ABSENT: Marty Barington

PRESIDING: Mayor Jordan Hanson

AGENDA:

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

- a. City Council Minutes
 - 1. City Council March 3, 2025
- b. Department Reports
 - 1. Sales Tax Collections (February)
 - 2. Finance (January/February)
 - 3. Building Permits (February)
 - 4. Police (February)
 - 5. Code Enforcement (February)
 - 6. Water (February)
- c. Automatic Supplement Parks-Recreation Center in the amount of \$1,527.00 from grant funds
- d. Raffle Permits
 - 1. South Dakota Shooting Sports Foundation with the drawing to be held on September 6, 2025
- e. 2024 Annual Report
- f. Purchase of Audio/Visual equipment for City Council Chambers
- g. Authorize application for Section 5310 and 5339 Capital Grant Funding for Palace Transit
- h. Authorize application for Title III C1 and C2-Adult Nutrition Grant Funding**
- i. Set date for hearing, April 7, 2025 on the application to transfer RB-25873 Retail (on-off sale) Malt Beverage & SD Farm Wine License from Kareem Inc, dba IMart Stores USA, 512 South Sanborn Blvd to 727 Inc. dba FREEDOM Mitchell, 512 South Sanborn Blvd (Video lottery is not included)
- j. Approval of Gas and Fuel Quotations

<u>Howes Oil Company</u>	<u>Requested Gallons</u>	<u>Bid Gallons</u>	<u>Price per Product</u>	<u>Total Bid</u>
Unleaded Gas-10% Ethanol	7,500	7,500	\$2.2995	\$17,246.25

Total Bid:

\$17,246.25

k. Pay Estimates March 17, 2025

Pay Estimate #8 in the amount of \$2,664.68 for Norway/Rowley Bike Path #2021-01 contracted to SD Department of Transportation

Pay Estimate #41 in the amount of \$1,875.00 for Wastewater Treatment Plant Improvements #2021-31 contracted to HDR Engineering

Pay Estimate #6 in the amount of \$4,953.05 for Spruce Street Railroad Crossing #2021-39 contracted to SD Department of Transportation

Pay Estimate #7 in the amount of \$770,525.52 for Wastewater Treatment Plant-Phase II #2022-01 contracted to John T. Jones Construction

Pay Estimate #26 in the amount of \$48,156.03 for Wastewater Treatment Plant-Phase II #2022-01 contracted to HDR Engineering

Pay Estimate #6 in the amount of \$2,942.50 for Wastewater Treatment Plant-Phase II #2022-01 contracted to GeoTek Engineering

Pay Estimate #20 in the amount of \$2,202.00 for 1st/7th & Main Traffic Signals #2022-08 contracted to HR Green

Pay Estimate #17 in the amount of \$1,862.50 for Water & Wastewater Fee Analysis #2022-22 contracted to HDR Engineering

Pay Estimate #15 in the amount of \$2,090.00 for 3rd & Main Streetscape #2022-26 contracted to McLaury Engineering

Pay Estimate #5 in the amount of \$439,360.46 for Jetty & Marina Improvements #2023-03 contracted to Soukup Construction

Pay Estimate #13 in the amount of \$2,076.25 for 2nd/4th & Main Street #2023-21 contracted to McLaury Engineering

Pay Estimate #1 in the amount of \$570,479.64 for Wetland Design & Control Structure #2023-26 contracted to Ducks Unlimited

Pay Estimate #6 in the amount of \$10,000.00 for Airport Snow Removal #2024-22 contracted to Quality Cut Lawn

Pay Estimate #1-Final in the amount of \$29,429.44 for Air Compressor #2025-16 contracted to Interstate Power Systems

Pay Estimate #2 in the amount of \$562.54 for 2024 Bridge Inspections contracted to SD Department of Transportation

l. Approve Bills, Payroll, Salary Adjustments and New Employee Hires and Authorize Payment of Recurring and other expenses in advance as approved by the Finance Officer

PAYROLL FEBRUARY 16, 2025 – MARCH 1, 2025: City Council \$3,735.28, Mayor \$1,614.57, City Administrator \$6,691.52, Administrative Boards \$2,442.65, Attorney \$5,601.88, Finance \$15,092.03, Human Resources \$4,601.44, Municipal Building \$5,484.65, Information Technology \$3,453.08, Police \$89,155.56, Traffic \$4,867.74, Fire \$41,778.42, Street \$34,525.84, Public Works \$26,452.19, Cemetery \$5,696.63, Library \$17,002.65, Recreation & Aquatics \$6,872.80, Recreation Center \$18,835.38, Sports Complexes \$11,235.34, Parks \$13,921.93, Supervision \$4,418.10, E911 \$26,483.90, Palace Transit \$32,152.43, JVCC \$2,042.38, Nutrition \$5,160.78, Airport \$2,669.37, Water Distribution \$16,204.08, Sewer \$16,260.97, Recycling Program \$7,895.79, Waste Collection

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\$7,306.27, Landfill \$10,906.20, Corn Palace \$25,105.74, Golf Course \$4,492.77, Emergency Medical Services \$41,146.92

NEW HIRES:

CORN PALACE: Ella Kurtenbach-\$12.20

RECREATION CENTER: Vladislav Burkov-\$13.00

SALARY ADJUSTMENTS:

CORN PALACE: Jeffery Hanson-\$33.711

FIRE: Andrew Shank-\$29.218

STREET: Spencer James-\$25.060

TRAFFIC: Joshua Harvey-\$33.375

WARRANTS: A&B Business Solutions, Supplies-\$4,507.43; A-Ox Welding Supply, Supplies-\$269.27; AAA Collections, Pre-collection Fees-\$30.00; AFSCME Council 65, Union Dues-\$520.60; Amazon Capital Services, Supplies-\$2,571.77; Aqua-Pure, Supplies-\$900.00; Arctic Refrigeration, Repair-\$144.42; AT&T Mobility, Utilities-\$700.67; AT&T Mobility, Utilities-\$1,108.43; Avera Occupational Medicine, Testing-\$861.50; B-Y Water District, Water Usage-\$53,495.26; Baker & Taylor, Books-\$414.77; Barco Products, Supplies-\$431.34; BBBB's of South Dakota, Supplies-\$554.70; Big Daddy D's, Contract Services-\$5,927.10; Blackstone Publishing, Audiobooks-\$161.54; Buhl's Drycleaners & Linen, Laundry Service-\$57.50; C&B Operations, Supplies-\$263.25; Carquest Auto Parts, Supplies-\$89.53; Center Point Large Print, Books-\$97.08; Central Electric, Utilities-\$17,239.19; Century Link, Utilities-\$67.92; Chesterman, Supplies-\$3,044.60; CHS Farmers Alliance, Supplies-\$19,073.29; Cindy Gerlach, Supplies-\$450.00; City of Mitchell, Utilities-\$18,943.05; CK Bicycles & Locks, Supplies-\$155.00; Coborns, Contract Services-\$761.60; Column Software, Advertising-\$399.04; Core & Main, Supplies-\$2,646.10; Core-Mark, Supplies-\$6,731.57; Corn Palace, Corn Palace Games-\$818.40; Corporate Translation Services, Translation Services-\$52.77; County Fair, Contract Services-\$974.40; CTM Services, Maintenance-\$2,084.73; Dakota Fluid Power, Supplies-\$4,078.07; Dakota Pro Striping & Irrigation, Supplies-\$13,217.99; Dakota Pump, Supplies-\$14,430.00; Dakota Scuba, Supplies-\$659.85; Dakota Supply Group, Supplies-\$356.56; Darrington Water Conditioning-Rental-\$62.00; Davison County Treasurer, Titles-\$20.00; Davison Rural Water Systems, Utilities-\$161.35; Degen Stump Removal, Maintenance-\$24,170.00; Department of Agriculture, Waste Surcharge-\$1,977.16; Department of Social Services, Child Support-\$633.69; Doosan Bobcat North America, Equipment-\$63,033.83; Ducks Unlimited, 2023-26 P.E. #1-\$570,479.64; Elfstrand's Ace Hardware, Supplies-\$33.03; EPG Companies, Supplies-\$12,759.57; ETix, Ticketing Fees-\$66.70; Fedex, Mailing-\$19.06; Fisher Scientific, Supplies-\$51.75; Fleetpride, Supplies-\$929.40; G&R Controls, Supplies-\$3,700.63; Galls, Supplies-\$27.94; Geotek Engineering & Testing, 2022-1 P.E. #6A-\$2,942.50; Grainger, Supplies-\$258.49; Guardian Alliance Technology, Pre-Screening-\$50.00; Hawkins, Supplies-\$3,853.98; HDR Engineering,

Professional Service-\$57,093.53; Henry Schein, Supplies-\$373.42; Houston Engineering, Professional Service-\$462.50; HR Green, 2022-8 P.E. #20-\$2,202.00; ICan, Advertising-\$750.00; Ingram Library Services, Books-\$687.75; Innovative Office Solution, Supplies-\$226.85; Interstate Office Products, Supplies-\$112.86; Interstate Power Systems, 2025-16 P.E. #1-Final-\$29,618.43; Iverson, Supplies-\$157.95; Jacki Larson, Reimbursed-\$123.00; JCL Solutions, Supplies-\$265.32; John T Jones Construction, 2022-1 P.E. #7-\$770,525.52; Johnson Controls, Repair-\$894.48; Jones Supplies, Supplies-\$2,054.10; Kimball Midwest, Supplies-\$396.79; Lakeview Veterinary Clinic, Management Fee-\$900.00; Larry's I-90 Service, Repair-\$61.05; Lawson Products, Supplies-\$596.59; Leighton Family Farms, Supplies-\$700.00; M&T Fire and Safety, Supplies-\$4,400.00; Mack Metal Sales, Supplies-\$2,154.04; Make it Mine Designs, Supplies-\$657.90; McLaury Engineering, 2022-26 P.E. #15-\$4,166.25; McLeod's Printing, Supplies-\$2,187.90; Menard's, Supplies-\$1,761.96; Mettler Implement, Supplies-\$1,116.35; Microsoft Corporation, Subscription-\$910.00; Midway Service dba Vollan Oil, Supplies-\$19,973.75; Midwest Oil, Supplies-\$982.19; Midwest Turf & Irrigation, Supplies-\$1,444.31; Mitchell Animal Rescue, Management Fee-\$350.00; Mitchell Convention & Visitors Bureau, Tax Distribution-\$21,875.00; Mitchell Iron & Supply, Repair-\$170.10; Mitchell Plumbing & Heating, Maintenance-\$127.22; Mitchell School District, Utilities-\$1,864.45; Mitchell Telecom, Utilities-\$2,981.62; Mitchell United Way, United Way Deductions-\$171.00; Mount Vernon School District, Contract Services-\$160.00; Mueller Lumber, Supplies-\$155.62; N-Able Technologies, Supplies-\$105.12; Napa Central, Supplies-\$272.60; Northern Lake Service, Lab Testing-\$840.00; Northern Truck Equipment, Supplies-\$4,212.00; Northwestern Energy, Utilities-\$92,741.85; Northwestern Energy, Repairs-\$918.21; O'Reilly Automotive, Supplies-\$68.77; One Source The Background, Background Check-\$142.00; Pepsi Cola, Supplies-\$456.17; Peterbilt of Sioux Falls, Supplies-\$1,880.68; Pfeifer Implement, Supplies-\$233.35; Premier Pest Control, Pest Control-\$375.00; Premier Specialty Vehicles, Supplies-\$49.60; Public Health Laboratory, Lab Testing-\$90.00; Qualified Presort Service, Postage-\$236.71; Quality Cut Lawn & Tree Service, 2024-22R P.E. #6-2024-\$10,000.00; Quick Med Claims, Monthly Contract-\$4,947.72; Reeves, Supplies-\$35.43; Region 5B, Corn Palace Games-\$2,475.63; Rockmount Research & Alloy, Supplies-\$444.00; Runnings Supply, Supplies-\$1,623.65; S&M Printing, Supplies-\$136.50; Saga Communications of South Dakota, Advertising-\$819.00; Sanford Health Mitchell, Supplies-\$110.00; Sanitation Products, Repairs-\$4,258.90; Santel Communications, Utilities-\$30.00; Schoenfelder Portables, Rental-\$470.00; Schumacher Elevator, Repair-\$637.50; South Dakota Department of Transportation, 2021-1 P.E. #8-\$8,180.27; South Dakota Public Assurance Alliance, Insurance-\$115.62; South Dakota Transit Providers, Dues-\$150.00; South Dakota-Supplemental Retirement, Supplemental Retirement-\$3,375.00; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$2,117.50; Soukup Construction, 2023-3 P.E. #5-\$439,360.46; South Dakota 811, Message Fees-\$54.60; Standard Insurance, Life Insurance-\$429.97; Staples, Supplies-\$491.57; Stryker Sales, Supplies-\$43,503.03; Sturdevants Auto Value, Supplies-\$3,947.63; Sun Gold Sports, Supplies-\$125.00; Tapco, 13th & Kimball RRFB Crosswalk-\$10,120.80; Teamsters Local No. 120, Union Dues-\$1,261.00; Tessiers Mechanical Contra, Supplies-\$821.85; The Dugout, Contract Services-\$2,787.00; Thomson Reuters-West, Subscription-\$824.82; Thune True Value & Appliance, Repairs-\$509.26; Titan Machinery-Application, Supplies-\$56.13; TK Electric, Supplies-\$121.80; Traditions Prepared Meals, Meals-\$4,047.64; Transource, Supplies-\$292.90; Transwest Sioux Falls, Supplies-\$853.96; Turfwerks, Supplies-\$515.03; Tyson Sprinkel, Reimbursed-\$48.00; Upper Midwest Garage Door, Repair-\$244.69; United Parcel Service Store #4227, Shipping Charge-\$353.50; Van Wall Equipment, Supplies-\$4,669.92; Verizon Wireless, Utilities-\$763.07; Vestis, Mat

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Cleaning-\$168.75; Walmart/Capital One, Supplies-\$1,077.87; Yamaha Golf & Utility, Golf Cart-\$10,424.00; The Safe Place of Eastern South Dakota, Drawdown #9 \$223,520.93; Ellwein Brothers, Supplies-\$770.00; Wage Works, Flexible Spending-15,117.90; Wellmark, Administration, Prescriptions, Medical-\$179,812.21; US Bank, Loan Payment-\$76,416.85; US Bank, Loan Payment-\$398,259.88

Members present voting aye: Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks.
Members present voting nay: none. Motion carried.

CITIZENS INPUT:

Mitchell resident, Stewart Hanson, expressed his concerns over the possible expansion of the Corn Palace.

Mitchell resident, Jesse Stroud, stated at one time some of the council expressed two large projects should not be undertaken and completed at once.

MAYOR & CITY COUNCIL DISCUSSION ITEMS:

Council Member Susan Tjarks spoke for Elizabeth Luczak of Mitchell Main Street & Beyond, who could not attend, and stated the St. Patty's Day Extravaganza was a success and reminded everyone that Wingapalooza is ongoing.

Mayor Hanson reported that the State of the City will be held on Tuesday, March 25th at Mitchell Technical College.

BOARD OF ADJUSTMENT:

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

Moved by Goldammer, seconded by Tjarks, to set date for April 7, 2025 on the application of Michael Larson for a conditional use permit for two family dwellings on his parcel located at 408 North Foster Street, legally described as Lot 9 except the South 7' of the East 86', Block 1, Bridle Acres Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

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

HEARING:

It was advised that this is the date and time set for hearing on the application of Area Community Theatre in Mitchell Inc dba Area Community Theatre in Mitchell Inc, 700 North Main Street for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License. (Video Lottery is not included.) Notice of hearing has been given and affidavit of publication is on file. Moved by Goldammer,

seconded by Sabers, to approve said application. Motion carried.

A public hearing was held regarding an application to the State of South Dakota for a Community Development Block Grant (CDBG) to support Lifequest in the construction of a village of four to six microhomes to provide affordable housing to adults with developmental disabilities. The City of Mitchell expects to apply for approximately \$770,000 of CDBG funds to be used in the construction and administration of the homes.

Moved by Tjarks, seconded by McCardle, to authorize proceeding with the application and will take formal action on the resolution at the April 7, 2025 City Council meeting. Motion carried.

CONSIDER APPROVAL:

Mayor Hanson is requesting the name of the Kelley Property be renamed as the James Valley Nature Preserve. A suggestion was made to rename to Firesteel Nature Preserve or even possibly have a naming contest. Moved by Smith, seconded by McCardle, to rename the property Firesteel Nature Preserve. Motion carried.

Moved by Goldammer, seconded by Tjarks, to approve the Island water main bore with Halme Inc. to loop Maui Drive with Canal Circle in the amount of \$104,220.00. Motion carried.

Moved by Tjarks, seconded by Goldammer, to approve Corn Palace Railings and ADA Upgrade Quote with Bailey Metal Fabrication, Project #2025-18 for a lump sum fee of \$65,000.00. Motion carried.

Moved by Goldammer, seconded by Bathke, to approve Amendment #2 to Agreement #A2024-01 to HR Green, Inc for 7th & Main Traffic Signals, which adds construction phase services for the 1st & Main Traffic Signals project, for an additional fee of \$31,808.40. Motion carried.

Moved by McCardle, seconded by Goldammer, to approve Change Order #1 to Muth Electric for 7th & Main Traffic Light Improvement Project #2022-08 in the amount of \$286,024.36, adjusting the contract price to \$576,035.36. Motion carried.

Moved by McCardle, seconded by Bathke, to approve Agreement #A2025-21, Memorandum of Understanding for the Watershed Protection and Flood Prevention Program between National Resources Conservation Service (NRCS) and City of Mitchell, Aurora County, Jerauld County, and the James River Water Development District (JRWDD). Motion carried.

Moved by Goldammer, seconded by Tjarks, to approve Agreement #A2025-22, Easement in Relation to 118 North Main Street. Motion carried.

Moved by McCardle, seconded by Tjarks, to postpone the approval of Agreement #A2025-23, Purchase Agreement for 301 North Main Property with John Adamo. Motion carried.

Moved by Goldammer, seconded by Smith, to approve Agreement #A2025-24, A Facility Use Agreement between the City of Mitchell and the Eastern South Dakota Chapter of the Red Cross (Corn Palace, JVCC, Recreation Center). Motion carried.

Moved by McCardle, seconded by Smith, to approve waiving \$20,118 of interest owed on interim financing on Resolution #3063. Motion carried.

RESOLUTION:

Moved by Goldammer, seconded by McCardle, to approve Resolution #R2025-16, A Resolution Providing Interim Financing to the Golf Fund, as follows:

Resolution #R2025-16

A Resolution providing Interim Financing to the Golf Fund.

Whereas, the City of Mitchell, South Dakota approved providing financing for Fiscal year 2025 for the following fund until such time as monies are received from revenues:

614-45250-43400	Machinery & Equipment	\$242,000
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Now, therefore, be it resolved, by the City Council of the City of Mitchell, South Dakota, that the City of Mitchell, South Dakota provide the necessary interim financing advancing funds from the following source at an interest rate of 4%:

101- General Fund

Be it further resolved, that when monies are available, the General Fund will be reimbursed without further action on the part of this council.

Motion carried and resolution declared duly adopted.

Moved by Tjarks, seconded by Smith, to approve Resolution #R2025-17, A Resolution Giving Approval to the Acquisition, Construction, and Financing of the Sanitary Sewer Improvements Project, Giving Approval to the Issuance of a Borrower Bond to Finance a Portion of the Costs of Such Project and Authorizing the Sale of Said Bond, as follows:

RESOLUTION NO. 2025-17

RESOLUTION GIVING APPROVAL TO THE ACQUISITION, CONSTRUCTION AND FINANCING OF THE SANITARY SEWER IMPROVEMENTS PROJECT, GIVING APPROVAL TO THE ISSUANCE OF A BORROWER BOND TO FINANCE A PORTION OF THE COSTS OF SUCH PROJECT AND AUTHORIZING THE SALE OF SAID BOND.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the City Council of the City of Mitchell as follows:

1. Recitals. The City of Mitchell (the "City ") desires to make a capital improvement to and finance its Sanitary Sewer Improvements, as described in Exhibit A hereto (the "Project"), details on the project are on file with the Finance Officer and open to public inspection.
2. Authority. The City is authorized to issue a Borrower Bond to finance the capital improvements pursuant to Section 10-52-2.10 of the South Dakota Codified Laws. Pursuant to Chapter 10-52 of the South Dakota Codified Laws (the "Act") the City proposes to issue a municipal non ad valorem borrower bond (as herein authorized, the Bond, or the "Borrower Bond") to finance the Project. The City is authorized by the Act to levy a "non-ad valorem tax" (as defined by the Act) on the sale, use, storage, and consumption of items taxed under Chapters 10-45 and 10-46 of the South Dakota Laws, subject to certain, as amended, exceptions.
3. Sales Tax Ordinance. The City Council has adopted Ordinance 2175 of the City of Mitchell Code of Ordinances, as amended, which imposed as a municipal retail occupational sales and service tax upon the privilege of engaging in business a tax measured by two percent (2%) on the gross receipts of all persons engaged in business within the jurisdiction of the Municipality of Mitchell and a two percent (2%) excise tax on the privilege of use, storage and consumption within the jurisdiction of the municipality of tangible personal property or services purchased (collectively, the "Sales Tax Ordinance"). The Sales Tax Ordinance has been duly adopted pursuant to the Act and effectively and validly imposes the sales and use tax within the City, such tax being hereinafter referred to as the "Sales Tax". The City agrees that it will continue to impose and collect the taxes so long as the bonds are outstanding.
4. Cost of the Project. The cost of the Project is approximately \$25,000,000. The City proposes to finance approximately \$16,815,900 of the Project through the issuance of the 2025 Borrower Bond (the "Bond"). The Bond shall be payable out of collections of the Sales Tax as is necessary to pay principal, premium and interest on the Bond (the "Pledged Tax").
5. Findings. The City Council hereby finds and determines as follows:
 - 5.1. The Project constitutes capital improvements which qualify for the financing under and pursuant to SDCL Chapter 10-52, and the Sales Tax Ordinance; and
 - 5.2. The Borrower Bond authorized hereby is being issued to pay costs of the Project which have not been incurred or paid as of the date hereof and/or which the City has heretofore declared its intention to finance with bond proceeds and for which the City has no other available means or source of financing.
 - 5.3. It is in the best interests of the City to authorize the borrowing of funds to pay a portion of the costs of the Project by authorizing and issuing its Borrower Bond, consistent with the terms approved hereby for an aggregate sum not in excess of the amount of \$16,815,900.
6. Sale of Bond. It is hereby determined to be necessary and in the best interests of the City and its inhabitants that this City Council authorize, issue and sell the Bond in order to finance a portion of the cost of the Project. The Mayor and Finance Officer are authorized to take such action as is necessary to close the loan with the South Dakota Conservancy District (the "District") upon such terms and conditions as the District may require. The Mayor and

Finance Officer are authorized to execute the Borrower Bond and Loan Agreement approved by the District.

7. Approval of the Loan, the Form of Borrower Bond and Loan Agreement. The City does hereby approve the Loan from the District, the form of the Borrower Bond and Loan Agreement. The Form of the Borrower Bond and Loan Agreement which are subject to modification are on file with the Finance Officer and open to public inspection. The Mayor and Finance Officer are authorized to execute a Borrower Bond and Loan Agreement in a form approved by the District.
8. Terms of Bond.
 - 8.1. Date, Amount, Maturities and Interest Rates. The City Council hereby authorizes the issuance of the Bond. The Bond shall be dated in 2025. The principal amount of the Bond shall not exceed any statutory or constitutional debt limitation. The Bond shall have maturities and interest rates as negotiated by the Mayor and Finance Officer.
 - 8.2. Registration. The City hereby appoints U.S. Bank Trust Company, National Association as registrar and transfer agent (the "Registrar") for the Bond. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:
 - 8.2.1.1. Register. The Registrar shall keep at its office a register (the "Register") in which the Registrar shall provide for the registration of ownership of the Bond and the registration of transfers and exchanges of the Bond entitled to be registered, transferred or exchanged.
 - 8.2.1.2. Transfer of Bond. When the Bond is surrendered for transfer it shall be duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer in form satisfactory to the Registrar; duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner thereof. If the Bond is properly surrendered as provided above, the Registrar shall authenticate and deliver, in the name of the designated transferee, a new Bond of a like aggregate principal amount and maturity. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.
 - 8.2.1.3. Exchange of Bond. Whenever the Bond is surrendered by the registered owner for exchange the Registrar shall authenticate and deliver the new Bond of a like aggregate principal amount and maturity, as required by the registered owner or the owner's attorney in writing.
 - 8.2.1.4. Cancellation. The Bond surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

8.2.1.5. Improper or Unauthorized Transfer. When the Bond is presented the Registrar may refuse to transfer the same until satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfer which, in their judgment, are deemed improper or unauthorized.

8.2.1.6. Persons Deemed Owners. The City , Paying Agent and Registrar may treat the person whose name any Bond is at any time registered in the Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

8.2.1.7. Taxes, Fees and Charges. For every transfer or exchange of Bond, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

8.2.1.8. Mutilated, Lost, Stolen or Destroyed Bond. In case the Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to the Registrar, in which the City and the Registrar shall be named as obligees. The Bond so surrendered to the Registrar shall be canceled by him and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost certificate has already matured or has been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

8.3. Preparation and Delivery. The Bond shall be prepared under the direction of the Finance Officer and shall be executed on behalf of the City by the facsimile or manual signatures of the Mayor and the Finance Officer and countersigned by the facsimile or manual signature of an attorney actually residing in the State of South Dakota and duly licensed to practice therein.

8.4. Security Provisions; Funds and Accounts and Other Covenants and Determinations.

- 8.4.1. Clean Water Borrower Bond Fund 2025. The Finance Officer is hereby authorized and directed to establish and shall maintain the Clean Water Borrower Bond Fund 2025 as a separate and special fund in the financial records of the City until the Bond issued and made payable therefrom, and interest due thereon, have been duly paid or discharged. All collections of the Pledged Tax, as hereinafter defined, shall be credited, as received, to the Clean Water Borrower Bond Fund 2025. Within the Clean Water Borrower Bond Fund 2025 there are various separate accounts to be maintained by the City.
- 8.4.2. Pledged Tax. Pursuant to the Act and the Sales Tax Ordinance, the City has levied the Sales Tax on the sale, use, storage and consumption of items taxes under Section 10-45 and 10-46 of South Dakota Codified Laws, subject to certain exceptions. The proceeds of the Pledged Tax are irrevocably pledged and appropriated and amounts sufficient to pay the principal of and interest on the Outstanding Bond as the same become due shall be deposited to the Clean Water Borrower Bond Fund 2025. For purposes of this Resolution, "Outstanding Bond" shall mean the Bond and any parity lien Bond hereafter issued pursuant to this Resolution. The Pledged Tax and the Clean Water Borrower Bond Fund 2025 shall be used and applied only in the manner and order hereinafter set forth.
- 8.4.3. Construction Account. There is hereby created and established as an account of the Clean Water Borrower Bond Fund 2025, a "Construction Account". There shall be credited to the Construction Account the proceeds from the sale of the Bond remaining after payment of the expenses of issuing the Bond. All moneys credited to the Construction Account shall be applied solely to the payment of the costs of the Project. For the purposes of this Resolution, "costs of the Project" shall include costs of acquiring, construction, and installing the Project including cost of labor, services, materials and supplies, financial, architectural, engineering, legal, accounting and other professional expenses relating to the Project, the costs of acquisition or properties, rights, easements, or other interest in properties, insurance premiums, and the costs of publishing, posting or mailing notices in connection with the Project. All sums derived from the investment of moneys in the Construction Account shall remain in and become part of such account. Upon completion of the Project and when all costs of the Project have been paid, any balance remaining in the Construction Account shall be credited to the Principal and Interest Account hereinafter established.
- 8.4.4. Principal and Interest Account. There is hereby created and established as an account of the Clean Water Borrower Bond Fund 2025, a "Principal and Interest Account." Immediately upon delivery of the Bond, there shall be credited to the Principal and Interest Account the amount of any accrued interest received from the Purchaser. Commencing on the first day of the

month following the month in which the Bond is delivered to the Purchaser, there shall be withdrawn from the Clean Water Borrower Bond Fund 2025, at least monthly and credited to the Principal and Interest Account an amount which will equal at least one-third (1/3) of the principal, interest and administrative surcharge becoming due on the next succeeding interest payment date with respect to the Outstanding Bond issued. In all events there shall be credited to the Principal and Interest Account amounts sufficient to pay the principal of and interest on the Outstanding Bond as the same become due.

- 8.4.5. Subordinate Lien Bond. After making the above-required payments, any remaining Pledged Tax shall be used for the payment of the principal of and interest on any additional sales tax revenue bonds having a lien which is on a parity to or subordinate to the lien of the Outstanding Bond, and for a reserve fund as additional security for the payment of such subordinate lien Bond.
 - 8.4.6. Inter-fund Transfer. So long as the revenues from the Pledged Tax are sufficient to make all required deposits to the Principal and Interest Account, the City may deposit the excess revenues from the Pledged Tax to the general fund or any other City fund as determined by the City and as permitted by law.
 - 8.4.7. Deposit and Investment of Funds. The Finance Officer shall cause all moneys pertaining to the Fund to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of Chapter 4-6A, South Dakota Codified Laws, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as the Bond and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No moneys shall at any time be withdrawn from such deposit accounts except for the purposes of the Fund as authorized in this Resolution; except that moneys from time to time on hand in the Fund may at any time, in the discretion of this Commission, be invested in securities permitted by the provisions of Section 4-5-6, South Dakota Codified Laws, maturing and bearing interest at the times and in the amounts estimated to be required to provide cash when needed for the purposes of the respective accounts. Income received from the deposit or investment of moneys shall be credited to the account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys in that account.
- 8.5. Additional Debt. The Borrower shall not incur any Debt which has a lien on or right to payment from the Pledged Tax which is superior to that of this Loan Agreement and the Borrower Bond. The Borrower may incur Debt which is on a parity with this Loan Agreement and the Borrower Bond under the following conditions:
 - 8.5.1. Debt secured by Pledged Tax may be incurred to pay or prepay or defease other Debt secured by Pledged Tax if the maximum annual Debt Service of

the new Debt is no greater than that of the Debt being paid, prepaid or defeased.

- 8.5.2. Debt secured by Pledged Tax may be incurred for any purpose so long as prior to the issuance of such Debt the Borrower has delivered to the Trustee and the District a certificate prepared by a Consultant showing that the Pledged Tax collected for any 12 consecutive months out of the 15 consecutive months immediately preceding the issuance of the proposed Debt was at least equal to 125% of maximum annual Debt Service for all Debt secured by Pledged Tax which will be outstanding immediately after the issuance of the proposed Debt.
- 8.5.3. The Borrower may not, without the written consent of the District, incur any (i) variable rate Debt secured by Pledged Tax or (ii) Debt secured by Pledged Tax the payments of principal of and interest on which in any fiscal year are 150% or more of the payments of principal and interest for any other fiscal year.
- 8.5.4. Nothing herein shall prevent the City from issuing Bonds payable from the Pledged Tax and the Clean Water Borrower Bond Fund 2025 or having a lien thereon which is junior and subordinate to the lien of the Bonds authorized herein.
- 8.6. Covenants of the City. The City hereby irrevocably covenants and agrees with each and every holder of the Bonds that so long as any of the Bonds remain outstanding:
 - 8.6.1. It will not amend or repeal the Sales Tax Ordinance relating to the Sales Tax by decreasing the Sales Tax rate or the allocation of revenues thereof to the Clean Water Borrower Bond Fund 2025, or in any way that would adversely affect the amount of Sales Tax revenues which would otherwise be collected and deposited to the Clean Water Borrower Bond Fund 2025. However, nothing shall prevent the City from amending the Sales Tax Ordinance in order to make certain changes in the administration, collection or enforcement of the Sales Tax, provided that such changes would not materially adversely affect the owners of the Bonds.
 - 8.6.2. It will administer, enforce, and collect, or cause to be administered, enforced or collected, the Sales Tax authorized by the Sales Tax Ordinance and shall take such necessary action to collect delinquent payments in accordance with law.
 - 8.6.3. It will keep or cause to be kept such books and records showing the proceeds of the Sales Tax, in which complete entries shall be made in accordance with standard principles of accounting, and any owner of any Bond shall have the right at all reasonable times to inspect the records and accounts relating to the collection and receipts of such Sales Tax.
 - 8.6.4. In the event the Sales Tax of the City is replaced and superseded by the state collected-locally shared sales tax or taxes, or is replaced and superseded in some other manner from other source or sources, the revenues derived by the

City from the replacement source or sources, as received by the City shall be appropriated in the same manner as if the City had levied and imposed a sales tax. From and after the date of a replacement, the Outstanding Bonds shall have a first and prior lien, but not necessarily an exclusive lien, upon such replacement revenues to the extent therein specified.

- 8.7. Defeasance. When the Bond issued has been discharged as provided in this section, all pledges, covenants, and other rights granted by this resolution to the registered owners of the Bond shall cease. The City may discharge its obligations with respect to any Bond which is due on any date by providing to the Paying Agent on or before that date a sum sufficient for the payment thereof in full; or, if the any Bond should not be paid when due, it may nevertheless be discharged by providing to the Paying Agent a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its liability with reference to all Bonds which are called for redemption on any date in accordance with their terms by depositing funds with the Paying Agent on or before that date in accordance with their terms by depositing funds with the Paying Agent on or before that date, in an amount equal to the principal, interest, and premium, if any, which are then due thereon, provided that notice of such redemption has been duly given. The City may also at any time discharge this issue of Bonds in its entirety, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or United States government obligations which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required to provide funds (without an reinvestment) sufficient to pay all principal, interest and premiums, if any, to become due on all Bonds on and before maturity, or, if a Bond has been duly called for redemption, on or before the designated redemption date.
- 8.8. Tax Matters; Certification of Proceedings and Miscellaneous.
- 8.8.1. Tax Matters. The City covenants and agrees with the registered owners from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bond to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Bond will not become subject to taxation under the Code and the Regulations. The City will cause to be filed with the Secretary of Treasury an information reporting statement in the form and at the time prescribed by the Code.
- 8.8.2. The Mayor and Finance Officer, being the officers of the City charged with the responsibility for issuing the Bond pursuant to this resolution, are authorized and directed to execute and deliver to the purchaser thereof a certificate in accordance with the provisions of Section 148 of the Code and Sections 1.103-13, 1.103-14 and 1.103-15 of the Regulations, stating the facts

estimates and circumstances in existence on the date of issue and delivery of the Bond which make it reasonable to expect that the proceeds of the Bond will not be used in a manner that would cause the Bond to be arbitrage bonds within the meaning of the Code and Regulations.

- 8.8.3. The City recognizes its obligation to comply with the provisions of Section 148(f) of the Code relating to the rebate of certain amounts to the United States, and covenants that it will take or refrain from any actions, the result of which would be to cause the interest on the Bond to become subject to federal income taxation as a result of the failure to comply with Section 148(f) of the Code and applicable Treasury Regulations. The City will take all actions necessary to comply with the rebate requirement, including making or causing to be made the computations of rebate or penalty amounts. The City will make any payments of rebate or penalty amounts, and will pay the costs of computing any such rebate or penalty amounts.
- 8.8.4. It is hereby determined that the Bond is not and will not be "private activity bonds" as defined in Section 141(a) of the Code, and in support of such conclusion the City Council covenants, represents, and certifies as follows:
 - 8.8.4.1. none of the proceeds of the Bond will be used, directly or indirectly, or will be used to replace funds which were used, in any trade or business carried on by any person other than a state or local governmental unit;
 - 8.8.4.2. no direct or indirect payments of the principal of or interest on the Bond will be derived from payments (whether or not to the City), in respect of property, or borrowed money, used or to be used for a private business use by any person other than a state or local governmental unit;
 - 8.8.4.3. none of the proceeds of the Bond are to be used directly or indirectly, to make or finance loans to persons other than a state or local governmental unit; and
 - 8.8.4.4. no user of any facilities or improvements financed with the proceeds of the Bond will use the same on any basis other than the same basis as the general public; and no person other than the City will be a user of said, facilities as a result of (i) ownership; (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract; or (iii) any other arrangement.
- 8.8.5. The City agrees to comply with all provisions of the Code, which if not complied with by the City, would cause the interest on the Bond not to be tax-exempt in the hands of a holder who is a natural person, including, if determined to be necessary upon advice of bond counsel, the payment of any rebate amount necessary to preserve such tax exemption pursuant to Section 148 of the Code. The City further agrees: (1) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (2) to consult with bond counsel

and to comply with such advice as may be given; (3) to file such forms, statements, and supporting documents as may be required and to do so in a timely manner; and (4) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

9. Certification of Proceedings. The officers of the City are authorized and directed to prepare and furnish to the purchaser of the Bond certified copies of all proceedings and records of the City relating to the authorization and issuance of the Bond and such other affidavits and certificates as may reasonably be required to show the facts relating to the legality and marketability of the Bond as such facts appear from the officer's books and records or are otherwise known to them. All such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the correctness of the facts recited therein and the action stated therein to have been taken.

Motion carried and resolution declared duly adopted.

Moved by Tjarks, seconded by Goldammer, to approve Resolution #R2025-18, A Resolution Amending the 2025 Compensation Plan to Add a Part-Time Position in the Park & Recreation Department (Golf), as follows:

RESOLUTION #R2025-18

A RESOLUTION AMENDING THE 2025 COMPENSATION PLAN FOR THE CITY OF MITCHELL

BE IT RESOLVED, THAT THE FOLLOWING COMPENSATION PLAN FOR THE CITY OF MITCHELL BE AMENDED FOR FY2025 as follows:

NON- GRADED PART TIME POSITIONS

PR-Golf	Mechanic (1 PT)	\$20/hour
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Motion carried and resolution declared duly adopted.

ORDINANCES:

Moved by McCardle, seconded by Tjarks, to place Ordinance #O2025-02, Supplemental Appropriations on first reading. Motion carried.

Moved by McCardle, seconded by Bathke, to place Ordinance #O2025-03, Repealing and Replacing Title 12-Food Control on first reading. Motion carried.

EXECUTIVE SESSION:


Moved by Goldammer, seconded by McCardle, to go into Executive Session as permitted by SDCL 1-25-2(3) Legal. Motion carried.

03-17-2025

Mayor Hanson declared the board out of executive session at 8:47 p.m. and the City Council to reconvene in regular session at 8:48 p.m.

ADJOURN:

There being no further business to come before the meeting, Mayor Hanson adjourned the meeting.



Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

CITY OF MITCHELL
APPROVED BUDGET
AS OF: DECEMBER 31ST, 2024

12-18-2024 11:14 AM

219-NUTRITION

REVENUES

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	CURRENT BUDGET	2024 Y-T-D ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	2025 APPROVED BUDGET
INTERGOVERNMENTAL REV								
219-33100 FEDERAL C-1 (CFDA #93.045)	140,750	129,372	132,112	147,413	154,856	0	161,904	161,904
219-33101 FEDERAL C-2 (CFDA #93.045)	0	47,656	0	0	0	0	0	0
219-33107 NISP (CFDA 93.053)	35,326	33,853	32,916	35,295	36,645	0	37,118	37,118
219-33110 CORONAVIR RELIEF-CFDA #21.019	12,461	0	0	0	0	0	0	0
219-334 TITLE 19-STATE FUNDS	3,118	2,015	787	3,525	2,014	0	3,525	3,525
219-33400 STATE C-1 CONGREGATE MEALS	8,954	21,157	23,314	26,014	27,328	0	28,571	28,571
219-33401 STATE C-2 HOME DEL MEALS	0	0	0	0	0	0	0	0
219-33407 STATE-NAPIS REIMBURSEMENT	0	0	0	0	0	0	0	0
TOTAL INTERGOVERNMENTAL REV	200,610	234,054	189,129	212,247	220,843	0	231,118	231,118
CHARGES-GOODS & SERVICES								
219-345 CHARGES FOR SERVICES-NUTR	79,296	80,253	82,493	82,148	74,933	0	83,904	83,904
219-3451 CHARGES FOR SERVICES-EBT	17,557	20,461	17,378	18,232	17,632	0	20,976	20,976
219-3479 CREDIT CARD FEES	273	(276)	0	(270)	0	0	(270)	(270)
TOTAL CHARGES-GOODS & SERVICES	96,580	100,438	99,871	100,110	92,565	0	104,610	104,610
MISCELLANEOUS REVENUE								
219-367 CONTRIBUTIONS FROM PRIVATE SOU	14,748	11,080	8,532	12,000	5,825	0	13,000	13,000
219-3671 CONTRIBUTIONS FR PRIVATE SOURC	7,300	1,000	1,000	2,500	750	0	1,000	1,000
219-369 REFUNDS & REIMBURSEMENTS-NUTR	0	(4)	36	0	0	0	0	0
TOTAL MISCELLANEOUS REVENUE	22,048	12,076	9,568	14,500	6,575	0	14,000	14,000
TOTAL REVENUES	319,238	346,568	298,567	326,857	319,983	0	349,728	349,728

CITY OF MITCHELL
APPROVED BUDGET
AS OF: DECEMBER 31ST, 2024

219-NUTRITION
NUTRITION

(-----2024-----) (-----2025-----)
Y-T-D PROJECTED PROPOSED APPROVED
ACTUAL YEAR END BUDGET BUDGET BUDGET

DEPARTMENTAL EXPENDITURES

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	CURRENT BUDGET	2024 Y-T-D ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
SALARIES								
219-45140-41100 SALARIES	67,244	79,898	85,743	92,312	88,487	0	97,000	97,000
219-45140-41110 OVERTIME	185	20	91	0	56	0	0	0
219-45140-41120 PART-TIME	21,120	23,199	25,863	30,700	26,042	0	33,898	33,898
219-45140-41200 SOCIAL SECURITY/MEDICARE	6,426	7,517	8,148	9,410	8,408	0	10,014	10,014
219-45140-41300 RETIREMENT	4,050	4,795	5,150	5,539	5,052	0	5,820	5,820
219-45140-41500 GROUP INSURANCE	23,774	16,700	14,765	24,913	14,711	0	25,678	25,678
219-45140-41700 COMPENSATED ABSENCES	0	0	0	0	0	0	0	0
TOTAL SALARIES	122,799	132,128	139,760	162,874	142,757	0	172,410	172,410
CURRENT EXPENSES								
219-45140-42100 INSURANCE	155	211	240	240	237	0	240	240
219-45140-42110 VEHICLE INSURANCE	1,692	1,595	1,493	1,600	1,154	0	1,600	1,600
219-45140-42300 PRINTING	0	0	0	0	0	0	0	0
219-45140-42320 ADVERTISING	0	360	360	400	360	0	400	400
219-45140-42500 REPAIR & MAINTENANCE	380	3,928	108	150	288	0	150	150
219-45140-42530 VEHICLE MAINTENANCE	118	213	141	400	292	0	400	400
219-45140-42600 SUPPLIES & MATERIALS	803	19,321	2,508	1,600	855	0	1,600	1,600
219-45140-42605 MEAL SUPPLIES	2,046	1,359	2,318	4,000	1,985	0	4,000	4,000
219-45140-42610 GAS, OIL, TIRES	1,888	2,424	2,049	2,500	1,630	0	2,500	2,500
219-45140-42660 POSTAGE	93	128	120	132	183	0	146	146
219-45140-42700 TRAVEL, CONFERENCE, TRAINING	50	0	36	600	177	0	150	150
219-45140-42720 DUES	478	483	152	405	173	0	300	300
219-45140-42800 UTILITIES	0	0	0	0	0	0	415	415
219-45140-42910 CONTRACT SERVICES-SITE MANAGER	164,462	179,604	194,966	188,431	191,835	0	211,490	211,490
219-45140-42911 CONTRACT SERVICES-MEALS	0	0	0	0	0	0	0	0
219-45140-42912 GREEN THUMB CONTRIBUTION	10,500	10,500	10,500	10,500	10,500	0	10,500	10,500
219-45140-42920 TRANSPORTATION	182,664	220,126	214,991	210,958	209,669	0	233,891	233,891
TOTAL CURRENT EXPENSES								
CAPITAL OUTLAY								
219-45140-43300 BUILDING IMPROVEMENTS	0	0	13,997	0	0	0	0	0
219-45140-43400 KITCHEN EQUIPMENT	0	28,785	2,404	0	0	0	0	0
219-45140-43411 COMPUTER HARDWARE	0	0	0	0	0	0	0	0
219-45140-43440 OFFICE EQUIPMENT	0	28,785	16,401	0	0	0	0	0
TOTAL CAPITAL OUTLAY								
TOTAL NUTRITION	305,463	381,039	371,153	373,832	352,425	0	406,301	406,301

TOTAL EXPENDITURES

REVENUE OVER/ (UNDER) EXPENDITURES

13,775 (34,471) (72,585) (46,975) (32,443) 0 (56,573) (56,573)

City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:
Division:
Account Title:
Account Number:

Community Services
Nutrition
Part-Time
219-45140-41120

Item No	Item Description	Budgeted Amount	Comment
1	Office Assistant	\$5,283.00	8 hours/week @ current rates
2	Site Coordinator	\$16,385.00	23 hours/week @ current rates
3	Driver	\$12,230.00	16 hours/week @ current rates
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Total Budget		\$ 33,898	

Justification (for items listed that are new or increasing)	
1	Step increase. Split between Nutrition (8 hours), Transit (3 hours) & JVCC (8 hours) = 19 hours per week
2	Site coordinators at Cath. Sq. (2) and Wesley Acres (2) - no coordinators at Meadowlawn or Green Ridge
3	Step increase. Also serves meals and performs clean up at JVCC.
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**City of Mitchell
Budget Line Item Worksheet
2025 Budget**

Department:
Division:
Account Title:
Account Number:

Community Services
Nutrition
Insurance
219-45140-42100

Item No	Item Description	Budgeted Amount	Comment
1	Workers Comp	\$ 240.00	
2			
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Total Budget		\$ 240.00	

Justification (for items listed that are new or increasing)	
1	Based on current costs
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:
Division:
Account Title:
Account Number:

Community Services
Nutrition
Vehicle Insurance
219-45140-42110

Item No	Item Description	Budgeted Amount	Comment
1	Bus insurance	\$ 1,600.00	
2			
3			
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15			
Total Budget		\$ 1,600.00	

Justification (for items listed that are new or increasing)	
1	Based current costs
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:
Division:
Account Title:
Account Number:

Community Services
Nutrition
Advertising
219-45140-42320

Item No	Item Description	Budgeted Amount	Comment
1	General Advertising	\$ 400.00	
2			
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14			
15			
Total Budget		\$ 400.00	

Justification (for items listed that are new or increasing)	
1	Based on past averages
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:
Division:
Account Title:
Account Number:

Community Services
Nutrition
Repair & Maintenance
219-45140-42500

Item No	Item Description	Budgeted Amount	Comment
1	Equipment maintenance	\$ 150.00	
2			
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15			
Total Budget		\$ 150.00	

Justification (for items listed that are new or increasing)	
1	Unexpected repair on steam tables, etc
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:
Division:
Account Title:
Account Number:

Community Services
Nutrition
Vehicle Maintenance
219-45140-42530

Item No	Item Description	Budgeted Amount	Comment
1	General bus repair/maintenance	\$ 400.00	
2			
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15			
Total Budget		\$ 400.00	

Justification (for items listed that are new or increasing)	
1	Parts and Unexpected repair/maintenance for bus and bus lift
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:	Community Services
Division:	Nutrition
Account Title:	Supplies & Materials
Account Number:	219-45140-42600

Item No	Item Description	Budgeted Amount	Comment
1	Office Supplies	\$ 1,600.00	
2			
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15			
Total Budget		\$ 1,600.00	

Justification (for items listed that are new or increasing)	
1	General office supplies such as paper, staples, pens, pencils, highlighters, tape, calculator and credit card machine paper, ink pads, folders, etc = increased prices/inflation
2	
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:	Community Services
Division:	Nutrition
Account Title:	Meal Supplies
Account Number:	219-45140-42605

Item No	Item Description	Budgeted Amount	Comment
1	Supplies for meals	\$ 4,000.00	
2			
3			
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15			
Total Budget		\$ 4,000.00	

Justification (for items listed that are new or increasing)	
1	Supplies such as garbage bags, to-go containers, salt/pepper/sugar/creamer, etc = increased prices/inflation
2	
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:	Community Services
Division:	Nutrition
Account Title:	Gas, Oil, Tires
Account Number:	219-45140-42610

Item No	Item Description	Budgeted Amount	Comment
1	Gas, oil changes, tire repair	\$ 2,500.00	
2			
3			
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Total Budget		\$ 2,500.00	

Justification (for items listed that are new or increasing)	
1	Based on use of 1 bus, 5 days a week with increased fuel prices
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:
Division:
Account Title:
Account Number:

Community Services
Nutrition
Postage
219-45140-42660

Item No	Item Description	Budgeted Amount	Comment
1	Postage	\$ 146.00	
2			
3			
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14			
15			
Total Budget		\$ 146.00	

Justification (for items listed that are new or increasing)	
1	2 rolls of stamps @ \$73
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:	Community Services
Division:	Nutrition
Account Title:	Travel, Conference, Training
Account Number:	219-45140-42700

Item No	Item Description	Budgeted Amount	Comment
1	Meetings	\$ 150.00	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Total Budget		\$ 150.00	

Justification (for items listed that are new or increasing)	
1	South Dakota Nutrition Providers Association Meeting
2	
3	
4	
5	
6	
7	
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14	
15	

City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:
Division:
Account Title:
Account Number:

Community Services
Nutrition
Dues
219-45140-42720

Item No	Item Description	Budgeted Amount	Comment
1	Dues	\$ 300.00	
2			
3			
4			
5			
6			
7			
8			
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12			
13			
14			
15			
Total Budget		\$ 300.00	

Justification (for items listed that are new or increasing)	
1	South Dakota Nutrition Providers Association
2	
3	
4	
5	
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:
Division:
Account Title:
Account Number:

Community Services
Nutrition
Utilities
219-45140-42800

Item No	Item Description	Budgeted Amount	Comment
1	AT&T	\$ 170.00	Director Cell phone
2	Long distance	\$ 5.00	
3	Fire Alarm Testing/Renewal	\$ 240.00	
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Total Budget		\$ 415.00	

Justification (for items listed that are new or increasing)	
1	Based on avg monthly bill
2	Based on estimated long distance usage
3	Based on avg bill
4	
5	
6	
7	
8	
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10	
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13	
14	
15	

**City of Mitchell
Budget Line Item Worksheet
2025 Budget**

Department:
Division:
Account Title:
Account Number:

Community Services
Nutrition
Contract Services - Meals
219-45140-42911

Item No	Item Description	Budgeted Amount	Comment
1	Meal preparation	\$ 211,490.00	Meal Projections
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Total Budget		\$ 211,490.00	

Justification (for items listed that are new or increasing)

1	Mt Vernon 2,100 @ \$.95, Tripp 6,675 @ \$3, Parkston 13,950 @ \$2.35, Mitchell Congregate 16,175 @ \$6.90, Dine 3,800 @ \$5.60, Frozen 6,800 @ 3.50
2	
3	
4	
5	
6	
7	
8	
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10	
11	
12	
13	
14	
15	

**City of Mitchell
Budget Line Item Worksheet
2025 Budget**

Department:	Community Services
Division:	Nutrition
Account Title:	Transportation
Account Number:	219-45140-42920

Item No	Item Description	Budgeted Amount	Comment
1	Transportation for meal participants	\$ 10,500.00	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Total Budget		\$ 10,500.00	

Justification (for items listed that are new or increasing)	
1	Based on annual contract with Palace Transit
2	
3	
4	
5	
6	
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14	
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Nutrition Revenue

Fund	Department	GL	Description	2025 Department Requested Budget	
Nutrition	Community Ser	219-33100	FEDERAL C~1 (CFDA #93.045)	\$	161,904.00
Nutrition	Community Ser	219-33101	FEDERAL C~2 (CFDA #93.045)	\$	-
Nutrition	Community Ser	219-33107	NISP (CFDA 93.053)	\$	37,118.00
Nutrition	Community Ser	219-334	TITLE 19~STATE FUNDS	\$	3,525.00
Nutrition	Community Ser	219-33400	STATE C~1 CONGREGATE MEALS	\$	28,571.00
Nutrition	Community Ser	219-33401	STATE C~2 HOME DEL MEALS	\$	-
Nutrition	Community Ser	219-33407	STATE-NAPIS REIMBURSEMENT	\$	-
Nutrition	Community Ser	219-345	CHARGES FOR SERVICES-NUTR	\$	83,904.00
Nutrition	Community Ser	219-3451	CHARGES FOR SERVICES-EBT	\$	20,976.00
Nutrition	Community Ser	219-3479	CREDIT CARD FEES	\$	(270.00)
Nutrition	Community Ser	219-367	CONTRIBUTIONS FROM PRIVATE SOU	\$	13,000.00
Nutrition	Community Ser	219-3671	CONTRIBUTIONS FR PRIVATE SOURC	\$	1,000.00
Nutrition	Community Ser	219-369	REFUNDS & REIMBURSEMENTS~NUTR	\$	-
			Total	\$	349,728.00

**City of Mitchell
Budget Line Item Worksheet
2025 Budget**

Department:	Community Services
Division:	Nutrition
Account Title:	Fed C-1
Account Number:	219-33100

Item No	Item Description	Budgeted Amount	Comment
1	Federal reimbursement CFDA #93.045	\$ 161,904.00	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Total Budget		\$ 161,904.00	

Justification (for items listed that are new or increasing)	
1	Based on projected meal counts
2	
3	
4	
5	
6	
7	
8	
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14	
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:	Community Services
Division:	Nutrition
Account Title:	NSIP
Account Number:	219-33107

Item No	Item Description	Budgeted Amount	Comment
1	Federal reimbursement CFDA #93.053	\$ 37,118.00	Nut Service Incentive Program
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Total Budget		\$ 37,118.00	

Justification (for items listed that are new or increasing)	
1	Based on projected meal counts
2	
3	
4	
5	
6	
7	
8	
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12	
13	
14	
15	

City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:	Community Services
Division:	Nutrition
Account Title:	Title 19
Account Number:	219-334

Item No	Item Description	Budgeted Amount	Comment
1	Medicaid reimbursement	\$ 3,525.00	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Total Budget		\$ 3,525.00	

Justification (for items listed that are new or increasing)	
1	Based on projected meal counts
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:	Community Services
Division:	Nutrition
Account Title:	State C-1
Account Number:	219-33400

Item No	Item Description	Budgeted Amount	Comment
1	Non-Federal State Dollars	\$ 28,571.00	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Total Budget		\$ 28,571.00	

Justification (for items listed that are new or increasing)	
1	Based on projected meal counts
2	
3	
4	
5	
6	
7	
8	
9	
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:	Community Services
Division:	Nutrition
Account Title:	Charges for Service
Account Number:	219-345

Item No	Item Description	Budgeted Amount	Comment
1	Meal income/donations	\$ 83,904.00	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Total Budget		\$ 83,904.00	

Justification (for items listed that are new or increasing)	
1	Based on projected meal counts: 26,220 @ \$4.00 (Mitchell only) minus 20% paid by Food Stamps
2	
3	
4	
5	
6	
7	
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:	Community Services
Division:	Nutrition
Account Title:	Charges for Service-EBT
Account Number:	219-3451

Item No	Item Description	Budgeted Amount	Comment
1	Meal income/donations	\$ 20,976.00	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Total Budget		\$ 20,976.00	

Justification (for items listed that are new or increasing)	
1	Based on projected meal counts: 20% of 26,220 @ \$4.00 (Mitchell only)
2	
3	
4	
5	
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:	Community Services
Division:	Nutrition
Account Title:	Credit Card Fees
Account Number:	219-3479

Item No	Item Description	Budgeted Amount	Comment
1	Credit Card Fees	\$ (270.00)	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Total Budget		\$ (270.00)	

Justification (for items listed that are new or increasing)	
1	Based on average
2	
3	
4	
5	
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:	Community Services
Division:	Nutrition
Account Title:	Contributions Private Source
Account Number:	219-367

Item No	Item Description	Budgeted Amount	Comment
1	Snowflakes Fundraiser	\$ 11,000.00	
2	Donations	\$ 2,000.00	
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Total Budget		\$ 13,000.00	

Justification (for items listed that are new or increasing)	
1	Based on goal projection/past avg
2	Based on goal projection/past avg
3	
4	
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City of Mitchell
Budget Line Item Worksheet
2025 Budget

Department:	Community Services
Division:	Nutrition
Account Title:	Contributions Private Source-United Way
Account Number:	219-3671

Item No	Item Description	Budgeted Amount	Comment
1	United Way	\$ 1,000.00	
2			
3			
4			
5			
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13			
14			
15			
Total Budget		\$ 1,000.00	

Justification (for items listed that are new or increasing)	
1	Based on grant award
2	
3	
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15	



Department of Health - Food Service Inspection Report

Establishment Name JAMES VALLEY COMMUNITY CENTER	City Mitchell SD	Owner Name CITY OF MITCHELL	License # 20018
Address 300 W 1st AVE	Zip Code 57301	Insp. Date 2/4/2025	Water Supply Public
Purpose of Inspection: Routine			Inspector Number 607

Item	Weight	Item	Weight	Item	Weight	
PERSONNEL		FOOD DISPLAY, SERVICE AND TRANSPORT		WASH AND RINSE WATER		
PERSON IN CHARGE						
1 *	Available, knowledgeable, certified manager	4/4		29	Clean, proper temperature, cleaning agent	2/2
EMPLOYEE HEALTH		COOLING OF POTENTIALLY HAZARDOUS FOOD		SANITIZATION		
2 *	Healthy, restrictions and exclusions followed	4/4		30 *	Method, clean, temp, concentration, exposure time, equipment/utensils sanitized	4/4
EMPLOYEE HYGIENE		FOOD PREP		STORAGE/HANDLING CLEAN EQUIPMENT AND UTENSILS		
3 *	Handwashing, good hygienic practices	5/5		31	Clean dry location, protected	1/1
EMPLOYEE PRACTICES		MILK PRODUCTS AND NONDAIRY PRODUCTS		SINGLE-USE/SINGLE-SERVICE ARTICLES		
4	Clean clothes, hair restraints, fingernail maint., jewelry, eating/drinking	1/1		32	Proper storage, no-reuse	1/1
FOOD		READY TO EAT POTENTIALLY HAZARDOUS FOOD, DATE MARKING AND DISPOSITION		LINENS		
FOOD SOURCE						
5 *	Approved, safe, unadulterated, approved additives, proper receiving temperature	4/4		33	Laundered, proper handling, and storage	1/1
FOOD PROTECTION		FOOD EQUIPMENT & UTENSILS		PLUMBING		
CONTAMINATION BY EMPLOYEES		FOOD-CONTACT SURFACES		WATER SUPPLY		
6 *	Bare hand contact avoided, single-use gloves, and utensils used	3/3		34 *	Safe, adequate, tested	4/4
CONTAMINATION DURING STORAGE		NONFOOD-CONTACT SURFACES		PLUMBING SYSTEM		
7	Clean/dry location, protected, covered, original containers, labeled	2/2		35	Installed, maintained	1/1
CROSS CONTAMINATION		FOOD-CONTACT SURFACES		CROSS-CONNECTION		
8 *	Prevented, separated, segregated	5/5		36 *	Backflow prevention, back siphonage	3/3
IN-USE UTENSILS		NONFOOD-CONTACT SURFACES		HANDWASHING LAVATORIES AND SUPPLIES		
9	Storage, properly handled	1/1		37 *	Number, location, accessibility, soap and paper towels provided	3/3
CONTAMINATION FROM WIPING CLOTHS		VENTILATION HOOD SYSTEM		TOILET FACILITIES		
10	Clean, proper use, storage, sanitizing solution	2/2		38	Clean, maintained, tissue, vented, self-closing door	1/1
CONTAMINATION BY CONSUMERS		DISPENSING EQUIPMENT		OTHER OPERATIONS		
11	Food display protection, condiment protection, clean tableware usage, sign posted	1/1		REFUSE STORAGE		
COLD AND HOT STORAGE EQUIPMENT		TEMPERATURE MEASURING DEVICES				
12 *	Available, adequate capacity, able to maintain proper temperature	4/4		39	Receptacles, covers/lids, adequate number, clean, insect/rodent proof, storage, frequency, maintained	1/1
THAWING POTENTIALLY HAZARDOUS FOOD		DISHWASHING FACILITIES		FLOORS, WALLS, CEILINGS		
13	Appropriate procedures	2/2		40	Design, construction, clean, maintained	1/1
COOKING POTENTIALLY HAZARDOUS FOOD		WASH PRETREATMENT		LIGHTING		
14 *	Cooking and reheating to the proper time and temperature	5/5		41	Adequate, shielded, maintained	1/1
				PREMISES		
				42	Clean, employee dressing area, cleaning equipment storage, living/sleeping quarters separate	1/1
				POISONS/TOXIC MATERIALS AND MEDICINE		
				43 *	Proper storage, labeling, use	3/3
				INSECT, RODENT, ANIMAL CONTROL		
				44 *	Provided, maintained	3/3

* CRITICAL ITEMS REQUIRE IMMEDIATE ACTION

Overall Inspection Rating SCORE: 100
(100 less weight of items violated)



Department of Health - Food Service Inspection Report

Establishment Name JAMES VALLEY COMMUNITY CENTER	City Mitchell SD	Owner Name CITY OF MITCHELL	License # 20018
Address 300 W 1st AVE	Zip Code 57301	Insp. Date 2/4/2025	Water Supply Public
			Inspector Number 607

Purpose of Inspection: Routine

Sanitizer Readings	
SampleID	Sanitizer Reading
Ware Washer-Chl	50ppm

TEMPERATURE OBSERVATIONS								
Item	Location	Temp	Item	Location	Temp	Item	Location	Temp
Milk/Dairy	Refrigerator	38°F	Ham	Freezer	0°F	Beef	Freezer	0°F
Ham	Refrigerator	38°F	Pork	Freezer	0°F	Potatoes	Refrigerator	38°F
Beef	Refrigerator	38°F	Hamburger	Freezer	0°F			°

Received By	Signature	Sig. Date	Inspected By	Signature	Sig. Date
	<i>D</i>	2/4/2025	Neal Cruse	<i>Neal Cruse</i>	2/4/2025

 **Community Impact Grant 2025-2026**

Agency Name: Adult Nutrition

Agency Address: 300 W 1st AVE, Mitchell, SD, 57301

Above address same as physical mailing address? Yes, we use the same address

Contact Name Jessica Pickett

Contact Position Director

Contact Phone Number (605) 995-8441

Contact Email jessica.pickett@cityofmitchellsd.gov

Agency Website: www.cityofmitchellsd.gov

Agency Established Date: 07-01-1983

Agency Mission Good nutrition for healthy living at any age.

Agency Program/Services (Please include percentages of total make up of operations) Congregate Dining = Lunches served at Meadowlawn Plaza, James Valley Community Center, Wesley Acres, Greenridge, Cathedral Squares, Mt. Vernon & Tripp
2nd Meals = Frozen ready to heat and eat meals
Dine Card = Deli meals at Coborn's & County Fair

Agency Statistics/Data (Nonduplicated Numbers by Program for 2024) 945 Participants served
47,141 Meals served

Agency Service Area (Please list counties/communities also served) Mitchell & Mt. Vernon (Davison County)
Tripp & Parkston (Hutchinson County)

Is your agency or organization in good Yes

financial standing with the state?

How does your agencies fiscal year run? Federal Fiscal Year = October 1 - September 31
City Fiscal Year = January 1 - December 31

How much of your total budget is United Way funding? 0.2%

What other funding sources make up your total budget? A portion of the programs cost is covered by local support coming from a combination of participant donations, matching funds, or additional community resources including the City of Mitchell funding.

What pillar does your mission fall under? (Select all that apply)
Education
Health

What amount of funding are you applying for this year from Mitchell United Way? 5000

What specifically will you be using these dollars for? Participant meals for those who cannot afford them.

If you didn't get Mitchell United Way funding, where would you seek your funding for your budget? Donations and city.

Why do you feel that your organization makes a great partner agency for Mitchell United Way? Healthy nutrition is important for all ages and we are here to serve the elderly population in the community. The partnership with the United Way has been a huge asset in connecting the different food resources in the community for those who are in need.

Please list 3 goals or outcomes that you hope to achieve with funding provided by Mitchell United Way for the 2024-2025 year?
Increase the number of participants.
Increase the number of meals served.
Increase public knowledge about the program.

File Upload

[25. UW - Nutrition.pdf](#)

Signature

A handwritten signature in black ink that reads "Jessica Pickett". The signature is written in a cursive style with a large initial 'J' and 'P'.

Date signed

03-21-2025

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 **Community Impact Grant 2025-2026**

Agency Name: Mitchell Volunteer Program (MVP)

Agency Address: 300 W 1st AVE, Mitchell, SD, 57301

Above address same as physical mailing address? Yes, we use the same address

Contact Name Jessica Pickett

Contact Position Director

Contact Phone Number (605) 995-8441

Contact Email jessica.pickett@cityofmitchellsd.gov

Agency Website: www.cityofmitchellsd.gov

Agency Established Date: 01-01-1992

Agency Mission Making a difference through volunteerism.

Agency Program/Services (Please include percentages of total make up of operations) The Mitchell Volunteer Program provides a one stop shop for volunteerism in the community. People can reach out to us to find places to volunteer and organizations can reach out to us to find volunteers.

Agency Statistics/Data (Nonduplicated Numbers by Program for 2024) 122 volunteers
6977 volunteer hours
1143 people helped

Agency Service Area (Please list counties/communities also served) City of Mitchell

Is your agency or organization in good Yes

financial standing with the state?

How does your agencies fiscal year run? January 1 - December 31

How much of your total budget is United Way funding? 0.2%

What other funding sources make up your total budget? Donations, fundraising and city.

What pillar does your mission fall under? (Select all that apply)

- Financial Stability
- Education
- Health

What amount of funding are you applying for this year from Mitchell United Way? 5000

What specifically will you be using these dollars for? Program operations.

If you didn't get Mitchell United Way funding, where would you seek your funding for your budget? Local contributions and city.

Why do you feel that your organization makes a great partner agency for Mitchell United Way? The community is dedicated to giving and volunteerism. By providing this service we are able to help connect those dots for the community.

Please list 3 goals or outcomes that you hope to achieve with funding provided by Mitchell

- Increase awareness of the program.
- Increase community partnerships.
- Find volunteers for all needs.

United Way for the 2024-2025 year?

File Upload [25. UW - MVP.pdf](#)

Signature

A handwritten signature in black ink, appearing to read "Jessica P. K. H.", written in a cursive style.

Date signed 03-21-2025

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 **Community Impact Grant 2025-2026**

Agency Name: James Valley Community Center (JVCC)

Agency Address: 300 W 1st AVE, Mitchell, SD, 57301

Above address same as physical mailing address? Yes, we use the same address

Contact Name Jessica Pickett

Contact Position Director

Contact Phone Number (605) 995-8441

Contact Email jessica.pickett@cityofmitchellsd.gov

Agency Website: www.cityofmitchellsd.gov

Agency Established Date: 01-01-1983

Agency Mission A community center for all.

Agency Program/Services (Please include percentages of total make up of operations) Recreation, Social Activities, Nutrition/Health, Education, Wellness Programming, Fine Arts, Exercise, Bus Trips, Assistance, Programming

Agency Statistics/Data (Nonduplicated Numbers by Program for 2024) 2024 Membership = 239

Agency Service Area (Please list counties/communities also served) City of Mitchell and Surrounding Areas

Is your agency or organization in good Yes

financial standing with the state?

How does your agencies fiscal year run? January 1 - December 31

How much of your total budget is United Way funding? 7%

What other funding sources make up your total budget? Bingo, cards, non-member daily fee, rentals, annual memberships, quilting, donations

What pillar does your mission fall under? (Select all that apply)

Financial Stability

Education

Health

What amount of funding are you applying for this year from Mitchell United Way? 10000

What specifically will you be using these dollars for? New & continued programming.

If you didn't get Mitchell United Way funding, where would you seek your funding for your budget? Local contributions, membership & city.

Why do you feel that your organization makes a great partner agency for Mitchell United Way? The JVCC continues to demonstrate an exciting level of programs and services to the community. Dedicated individuals gather at the JVCC, which hosts an active membership in the community and brings awareness to many of our communities needs.

Please list 3 goals or outcomes that you hope to achieve with funding provided by Mitchell Increased membership. Increased programming. Increase activities.

United Way for the 2024-2025 year?

File Upload [25. UW - JVCC.pdf](#)

Signature

A handwritten signature in black ink that reads "Jessica Prekett". The signature is written in a cursive style with a large initial 'J'.

Date signed 03-21-2025

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December 2024 Trip Purpose

Trip Purpose	Sum of Number of Riders (Youth)	Sum of Number of Riders (Adult)	Sum of Number of Riders (Infant)	Sum of Number of Riders (Personal Care Attendant)	Totals
Education	2190	96	2	18	2306
Employment	107	1027	0	0	1134
Medical	10	793	0	28	831
None	0	1	0	0	1
Nutrition	0	82	0	0	82
Same Day Education	6	0	0	0	6
Same Day Employment	1	8	0	0	9
Same Day Medical	0	28	0	3	31
Same Day Shopping	0	4	0	0	4
Same Day Social Rec	0	34	0	0	34
Shopping	2	267	0	0	269
Social/Recreational	54	1141	2	0	1197
Grand Totals	2370	3481	4	49	5904
					5904

December 2024 Client Category

Client Category	Sum of Number of Riders (Personal Care Attendant)	Sum of Number of Riders (Infant)	Sum of Number of Riders (Adult)	Sum of Number of Riders (Youth)	Totals
Elderly Ambulatory	6	0	1025	0	1031
Elderly Non Ambulatory	19	0	377	0	396
General Public	2	4	668	50	724
Handicap Ambulatory	0	0	1299	164	1463
Handicap Non Ambulatory	0	0	95	18	113
Youth	22	0	17	2138	2177
Grand Total	49	4	3481	2370	5904
					5904

January 2025 Ridership by Trip Purpose

<u>Trip Purpose</u>	<u>Sum of Youth Riders</u>	<u>Sum of Adult Riders</u>	<u>Sum of Infant Riders</u>	<u>Sum of Personal Care Attendants</u>	<u>Totals</u>
Education	2806	123	2	20	2951
Employment	104	1055	0	0	1159
Medical	64	899	0	50	1013
None	0	1	0	0	1
Nutrition	0	97	0	0	97
Same Day Education	1	0	0	0	1
Same Day Employment	0	14	0	0	14
Same Day Medical	0	27	0	7	34
Same Day Shopping	0	9	0	0	9
Same Day Social Rec	0	49	0	0	49
Shopping	5	251	0	1	257
Social/Recreational	47	1221	0	0	1268
Grand Total	3027	3746	2	78	6853

6853

January 2025 Client Category

<u>Client Category</u>	<u>Sum of Youth Riders</u>	<u>Sum of Adult Riders</u>	<u>Sum of Infant Riders</u>	<u>Sum of Personal Care Attendants</u>
Elderly Ambulatory	0	1109	0	9
Elderly Non Ambulatory	0	419	0	44
General Public	69	629	2	0
Handicap Ambulatory	224	1475	0	0
Handicap Non Ambulatory	52	106	0	0
Youth	2682	8	0	25
Grand Total	3027	3746	2	78

6853

February Trip Purpose and Client Category Summaries

Trip Purpose	Sum of Number of Riders (Youth)	Sum of Number of Riders (Adult)	Sum of Number of Riders (Personal Care Attendant)
Education	2589	85	24
Employment	75	908	0
Medical	75	758	26
Nutrition	0	82	0
Same Day Education	1	1	0
Same Day Employment	0	5	0
Same Day Medical	0	7	0
Same Day Nutrition	0	1	0
Same Day Shopping	0	2	0
Same Day Social Rec	0	25	0
Shopping	2	231	2
Social/Recreational	13	985	0
Totals	2755	3090	52
			5897

Client Category	Sum of Number of Riders (Youth)	Sum of Number of Riders (Adult)	Sum of Number of Riders (Personal Care Attendant)
Elderly Ambulatory	0	927	0
Elderly Non Ambulatory	0	291	24
General Public	22	554	0
Handicap Ambulatory	232	1230	0
Handicap Non Ambulatory	46	69	4
Youth	2455	19	24
Totals	2755	3090	52
			5897

MARCH 2025 TRIP PURPOSE

<u>TRIP PURPOSE</u>	<u>ADULT RIDERS</u>	<u>YOUTH RIDERS</u>	<u>PERSONAL CARE ATTENDANTS</u>	<u>TOTALS</u>
Education	88	2622	20	2730
Employment	976	79	0	1055
Medical	1020	112	53	1185
Nutrition	100	0	0	100
Same Day Employment	4	0	0	4
Same Day Medical	30	0	2	32
Same Day Nutrition	1	0	0	1
Same Day Shopping	6	0	0	6
Same Day Social Rec	37	0	0	37
Shopping	261	0	4	265
Social/Recreational	1126	13	2	1141
Grand Total	3649	2826	81	6556

MARCH 2025 CLIENT CATEGORY

<u>CLIENT CATEGORY</u>	<u>ADULT RIDERS</u>	<u>YOUTH RIDERS</u>	<u>PERSONAL CARE ATTENDANTS</u>	<u>TOTALS</u>
Elderly Ambulatory	1164	0	32	1196
Elderly Non Ambulatory	397	0	21	418
General Public	670	2	0	672
Handicap Ambulatory	1314	245	0	1559
Handicap Non Ambulatory	91	57	8	156
Youth	13	2522	20	2555
Grand Total	3649	2826	81	6556

June 2024 - September 2025 Eligible Nutrition Meals

Site	YTD Eligible	LY	Year Projection	Monthly Goal	Total Meals Served	YTD Projection	Diff to Projection
*Mt. Vernon	1028	1045	2800	175	1028	1400	-372
Tripp	6655	4280	8900	556	6655	4448	2207
Parkston	2857	9263	18600	1162	2857	9296	-6439
Cathedral Squares	2918	3228	6400	400	3123	3200	-282
Meadowlawn	1491	1488	3000	187	1570	1496	-5
Wesley Acres	2534	2827	5800	363	2534	2904	-370
JVCC/Dine Card	9970	8628	17000	1063	10287	8504	1466
Greenridge	1402	1796	3500	219	1402	1752	-350
Total	28855	32555	66000	4125	29456	33000	-4145
*No meals in June or July							
Site	January		Monthly Goal		Difference		
Mt.Vernon	180		175		5		
Tripp	919		556		363		
Parkston	0		1162		-1162		
Cathedral Squares	340		400		-60		
Meadowlawn	185		187		-2		
Wesley Acres	313		363		-50		
JVCC/Dine Card	1385		1063		322		
Greenridge	147		219		-72		
Total	3469		4125		-656		
Eligible & Ineligible	3509						

June 2024 - September 2025 Eligible Nutrition Meals

Site	January		Last Year January	Year To Date		
County Fair Dine Ca	225		215	1911		
Coborns Dine Card	157		69	1143		
JVCC Congregate	324		255	2417		
Blizzard Meals	0		4	14		
JVCC 2nd Meals	679		682	4499		
Wesley Acres 2nd	0		24	0		
Cath. Squares 2nd	0		4	85		
Meadowlawn 2nd	49		22	221		
Greenridge 2nd	20		0	82		
Total 2nd Meals	759		761	5135		
Eligible 2nd Meals	748		732	4887		
Ineligible 2nd Meal	11		29	248		
Greenridge Ineligib	0		0	0		
Cath. Squares Inelig	21		11	205		
JVCC Ineligible	19		44	317		
Meadowlawn Inelig	0		21	79		

June 2024 - September 2025 Eligible Nutrition Meals

Site	YTD Eligible	LY	Year Projection	Monthly Goal	Total Meals Served	YTD Projection	Diff to Projection
*Mt. Vernon	1188	1253	2800	175	1188	1575	-387
Tripp	7584	4836	8900	556	7584	5004	2580
Parkston	2857	10408	18600	1162	2857	10458	-7601
Cathedral Squares	3223	3597	6400	400	3447	3600	-377
Meadowlawn	1668	1634	3000	187	1747	1683	-15
Wesley Acres	2852	3179	5800	363	2852	3267	-415
JVCC/Dine Card	11068	9960	17000	1063	11440	9567	1501
Greenridge	1546	2058	3500	219	1550	1971	-425
Total	31986	36925	66000	4125	32665	37125	-5139
*No meals in June or July							
Site	February		Monthly Goal		Difference		
Mt.Vernon	160		175		-15		
Tripp	929		556		373		
Parkston	0		1162		-1162		
Cathedral Squares	305		400		-95		
Meadowlawn	177		187		-10		
Wesley Acres	318		363		-45		
JVCC/Dine Card	1098		1063		35		
Greenridge	144		219		-75		
Total	3131		4125		-994		
Eligible & Ineligible	3209						

June 2024 - September 2025 Eligible Nutrition Meals

Site	February	Last Year February	Year To Date		
County Fair Dine Card	171	185	2082		
Coborns Dine Card	135	106	1278		
JVCC Congregate	267	313	2684		
Blizzard Meals	0	0	14		
JVCC 2nd Meals	525	728	5024		
Wesley Acres 2nd	15	0	15		
Cath. Squares 2nd	0	0	85		
Meadowlawn 2nd	40	20	261		
Greenridge 2nd	20	30	102		
Total 2nd Meals	648	831	5783		
Eligible 2nd Meals	600	778	5487		
Ineligible 2nd Meals	48	53	296		
Greenridge Ineligible	4	0	4		
Cath. Squares Ineligible	19	18	224		
JVCC Ineligible	55	63	372		
Meadowlawn Ineligible	0	18	79		

June 2024 - September 2025 Eligible Nutrition Meals

March 2025

Site	March	Last Year March	Year To Date
County Fair Dine Card	209	192	2291
Coborns Dine Card	200	108	1478
JVCC Congregate	356	261	3040
Blizzard Meals	0	0	14
JVCC 2nd Meals	617	505	5641
Wesley Acres 2nd	0	0	15
Cath. Squares 2nd	10	0	95
Meadowlawn 2nd	30	30	291
Greenridge 2nd	0	14	102
Total 2nd Meals	687	572	6470
Eligible 2nd Meals	657	549	6144
Ineligible 2nd Meals	30	23	326
Greenridge Ineligible	0	0	4
Cath. Squares Ineligible	21	35	245
JVCC Ineligible	38	35	410
Meadowlawn Ineligible	0	19	79

Mitchell Volunteer Program Report

Month: January – May 2025

1. Volunteers

Total Volunteers– 129









2. Stations:



Total Stations– 69








3. Volunteer Placements






1. Mitchell Volunteer Patrol
2. Abbott House
3. Safehouse
4. The Caring Closet Pop-Up Closet
5. CASA
6. Lovefeast
7. JVCC
8. Nutrition
9. Mitchell Library
10. Mitchell Schools
11. Mitchell Headstart
12. Mitchell Animal Rescue
13. Mitchell Snack Pack Program
14. Mitchell Chamber – Event Prep
15. Meals on Wheels Daily
16. Salvation Army
17. Food Pantry
18. Avera Queen of Peace Hospital & Hospice
19. Volunteers helping neighbors with home chores & care









Monday	Tuesday	Wednesday	Thursday	Friday
		1	2	3
<p>JVCC OFFICE 995-8048 M-F 8-5</p> <p>All Activities Subject To Change</p>	<p>Turn in Quilt Raffle Tickets for Jan. 9th drawing!</p> 	<p>JVCC CLOSED No Meals/Activities</p> <p><i>Happy New Year</i></p>  	<p>Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm</p>	<p>Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm</p>
6	7	8	9	10
<p>Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm</p>	<p>Walking 9:15 am Mah Jongg 1 pm</p> <p>BINGO 1 pm</p> 	<p>Quilting 9 am Walking 9:15 am/Exercise 9:45 am Pool 10:30 am Cribbage 1 pm Ponytail Canasta 1 pm</p>	<p>Quilting 9/Walking 9:15 "Vintage" After-Holiday Party 12:30 pm Mitchell Barbershop Chorus, Bingo, Prizes, Quilt Drawing Members: Free/Guests \$3</p> <p>BINGO 6:30 pm</p>	<p>Quilting 9 am Walking 9:15/Exercise 9:45 Pool 10:30 am Blood Pressure Checks 11 am - Noon 10 pt pitch 1 pm</p>
13	14	15	16	17
<p>Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm</p>	<p>Walking 9:15 am Mah Jongg 1 pm</p>	 <p>Quilting 9 am Walking 9:15 am / Exercise 9:45 am Pool 10:30 am Holiday Decorations Take-Down 10:30 am Cribbage/Ponytail Canasta 1pm</p>	<p>Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm</p>	<p>Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm</p>
20	21	22	23	24
<p>JVCC CLOSED No Meals/Activities</p> 	<p>Walking 9:15 am Mah Jongg 1 pm</p> <p>BINGO 1 pm</p>	<p>Quilting 9 am Walking 9:5 am / Exercise 9:45 am Pool 10:30 am Cribbage 1 pm Ponytail Canasta 1 pm</p>	<p>Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm</p> <p>BINGO 6:30 pm</p>	<p>Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm</p>
27	28	29	30	31
<p>Quilting 9 am/Walking 9:15 Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm</p> 	<p>Walking 9:15 am Mah Jongg 1 pm</p>	<p>Quilting 9 am Walking 9:15 am / Exercise 9:45 am Pool 10:30 am</p> <p>Cribbage 1 pm Ponytail Canasta 1 pm</p> 	<p>Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm</p>	<p>Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm</p>

Monday	Tuesday	Wednesday	Thursday	Friday
3 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm	4 Walking 9:15 am Mah Jongg 1 pm BINGO 1 pm 	5 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am Cribbage/Ponytail Canasta 1pm	6 Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm	7 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm
10 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm	11 Walking 9:15 am Mah Jongg 1 pm	12 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am Valentine's Gathering 12:00-1:00 Cribbage/Ponytail Canasta 1pm	13 Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm BINGO 6:30 pm	14 Quilting 9 am Walking 9:15/Exercise 9:45 Pool 10:30 am Blood Pressure Checks 11 am - Noon 10 pt pitch 1 pm
17 Closed for Presidents Day	18 Walking 9:15 am Mah Jongg 1 pm BINGO 1 pm 	19 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am Cribbage/Ponytail Canasta 1pm	20 Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm	21 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm
24 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm	25 Walking 9:15 am Mah Jongg 1 pm	26 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am Cribbage/Ponytail Canasta 1pm	27 Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm BINGO 6:30 pm	28 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm
				JVCC OFFICE 995-8048 M-F 8-5 All Activities Subject To Change

Monday	Tuesday	Wednesday	Thursday	Friday
3	4	5	6	7
Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm	Walking 9:15 am Mah Jongg 1 pm BINGO 1 pm 	Quilting 9 am Walking 9:15 am Join us for Coffee 9:30-10:30 Exercise 9:45 am Pool 10:30 am Cribbage/Ponytail Canasta 1pm	Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm	Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm
10	11	12	13	14
Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm	Walking 9:15 am Mah Jongg 1 pm Game Day 1-3 	Quilting 9 am Walking 9:15 am Join us for Coffee 9:30-10:30 Exercise 9:45 am Pool 10:30 am Cribbage/Ponytail Canasta 1pm	Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm BINGO 6:30 pm	Quilting 9 am Walking 9:15/Exercise 9:45 Pool 10:30 am Blood Pressure Checks 11 am - Noon 10 pt pitch 1 pm
17	18	19	20	21
 Quilting 9 am  Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm	Walking 9:15 am Mah Jongg 1 pm BINGO 1 pm 	Quilting 9 am Walking 9:15 am Join us for Coffee 9:30-10:30 Exercise 9:45 am Pool 10:30 am St. Patrick's Day Party 10:30-12pm Cribbage/Ponytail Canasta 1pm	Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm	Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm
24	25	26	27	28
Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm	Walking 9:15 am Mah Jongg 1 pm	Quilting 9 am Walking 9:15 am Join us for Coffee 9:30-10:30 Exercise 9:45 am Pool 10:30 am Cribbage/Ponytail Canasta 1pm	Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm BINGO 6:30	Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm
31				
Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm				JVCC OFFICE 995-8048 M-F 8-5 All Activities Subject To Change

Monday	Tuesday	Wednesday	Thursday	Friday
	1 Walking 9:15 am Mah Jongg 1 pm BINGO 1 pm 	2 Quilting 9 am Walking 9:15 am Coffee 9:30-10:30 am Exercise 9:45 am Pool 10:30 am Ambulance District Information Session 11:30 am Cribbage/Ponytail Canasta 1pm	3 Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm	4 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm
7 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm	8 Walking 9:15 am Mah Jongg 1 pm Game Day 1-3 	9 Quilting 9 am Walking 9:15 am Coffee 9:30-10:30 am Exercise 9:45 am Pool 10:30 am 10:30 Mayor 'State of the City' Cribbage/Ponytail Canasta 1pm	10 Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm BINGO 6:30 pm 	11 Quilting 9 am Walking 9:15/Exercise 9:45 Pool 10:30 am Blood Pressure Checks 11 am - Noon 10 pt pitch 1 pm
14 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm	15 Walking 9:15 am Mah Jongg 1 pm BINGO 1 pm 	16 Quilting 9 am Walking 9:15 am Coffee 9:30-10:30 am Exercise 9:45 am Pool 10:30 am Cribbage/Ponytail Canasta 1pm	17 Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm	18 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm
21 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm	22 Walking 9:15 am Mah Jongg 1 pm	23 Quilting 9 am Walking 9:15 am Coffee 9:30-10:30 am Exercise 9:45 am Pool 10:30 am Cribbage/Ponytail Canasta 1pm	24 Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm BINGO 6:30 	25 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm
28 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm	29 Walking 9:15 am Mah Jongg 1 pm	30 Quilting 9 am Walking 9:15 am Coffee 9:30-10:30 am Exercise 9:45 am Pool 10:30 am Cribbage/Ponytail Canasta 1pm		JVCC OFFICE 605-995-8048 M-F 8 am to 5 pm All Activities Subject To Change

May 2025 James Valley Community Center Activities

Monday	Tuesday	Wednesday	Thursday	Friday
<p>JVCC OFFICE 605-995-8048 M-F 8 am to 5 pm</p> <p>All Activities Subject To Change</p>			<p>1</p> <p>Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm</p>	<p>2</p> <p>Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm</p>
5	6	7	8	9
<p>Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm</p>	<p>Walking 9:15 am Mah Jongg 1 pm</p> <p>BINGO 1 pm</p> 	<p>Quilting 9 am Walking 9:15 am Coffee 9:30-10:30 am Exercise 9:45 am Pool 10:30 am Cribbage/Ponytail Canasta 1pm</p>	<p>Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm</p> <p>BINGO 6:30 pm</p> 	<p>Quilting 9 am Walking 9:15/Exercise 9:45 Pool 10:30 am Blood Pressure Checks 11 am - Noon 10 pt pitch 1 pm</p>
12	13	14	15	16
<p>Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm</p>	<p>Walking 9:15 am Mah Jongg 1 pm</p> <p>Game Day 1-3</p> 	<p>Quilting 9 am Walking 9:15 am Coffee 9:30-10:30 am Exercise 9:45 am Pool Tournament 10:30 am Cribbage/Ponytail Canasta 1pm</p>	<p>Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm</p>	<p>Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm</p>
19	20	21	22	23
<p>Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm</p>	<p>Walking 9:15 am Mah Jongg 1 pm</p> <p>BINGO 1 pm</p> 	<p>Quilting 9 am Walking 9:15 am Coffee 9:30-10:30 am Exercise 9:45 am Pool 10:30 am Cribbage/Ponytail Canasta 1pm</p>	<p>Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm</p> <p>BINGO 6:30</p> 	<p>Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm</p>
26	27	28	29	30
<p>Closed for Memorial Day</p> 	<p>Walking 9:15 am Mah Jongg 1 pm</p>	<p>Quilting 9 am Walking 9:15 am Coffee 9:30-10:30 am Exercise 9:45 am Pool 10:30 am Cribbage/Ponytail Canasta 1pm</p>	<p>Quilting 9 am Walking 9:15 am Mah Jongg/Pinochle 1pm</p>	<p>Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am 10 pt pitch 1 pm</p>