



Golf and Cemetery Board Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
July 14, 2025

- 1. 5:45 PM Call to Order**
- 2. Citizen's Input**
If you need to address the board on an item that was not on the agenda, excluding personnel items, please come forward to the podium and state your name and your concern. Presentations are limited to three minutes. Items will be considered but no action will be taken at this time.
- 3. DELEGATIONS**
- 4. Approval of Minutes**
- 5. Approval of Financial Reports**
- 6. Clubhouse Report**
- 7. Superintendent Report**
- 8. Approval of Partial Membership Refund - Couple to Single Difference**
- 9. Approval of Cemetery Master Plan Proposal**
- 10. Project Update Discussion**
- 11. Set Date for August Board Meeting**
- 12. 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.

Golf and Cemetery Board Meeting Minutes
City Council Chambers
June 9, 2025

The meeting was called to order at 5:45 p.m. by board president Jeff McEntee.

Board members present: Joel Reinesch, Joe Schlimgen, Tom Young, Jeff McEntee, Terry Reitveld, Mark Graham, and city council rep Dan Sabers

Staff present: Eric Hieb, Jason Gunnare, and Kevin Nelson

Absent: Lynette Shattuck

Citizen's Input: Reinesch and Sabers took a moment to publicly recognize the achievements of the Mitchell High School Girl's Golf Team in their performance at the State Golf Meet.

Delegations: None

Additions or Deletions to the Agenda: None. Motion to approve by Reinesch and seconded by Shattuck. Motion carried.

The board minutes from the May 12, 2025 meeting were motioned to be approved by Schlimgen and seconded by Young. Motion carried.

Next, was an overview of the **clubhouse report was presented by Eric Hieb**. In Hieb's absence, Gunnare overviewed the club house activities for the previous month.

Next, was the **superintendent report by Jason Gunnare**. Gunnare overviewed the several discussions that had taken place as of recent with regard to the availability of Lake Mitchell water for irrigating over the next two summer (2026-2027) whilst the lake is drained for (mechanical) dredging. He explained that he has been assured that a system will be in place but also that there could be some limitations on the volume of water available per night, etc., meaning he would need to plan for use of wetting agents (to retain moisture).

Next, was a review of the **financial reports**. A motion was made by Reitveld and seconded by Schlimgen to approve the financial reports for both the cemetery and golf course. Motion carried.

Next was approval of **Mausoleum Lot Size and Pricing**. Gunnare noted that the lot sizes are proposed to be 14'x14' at a price of \$3,500. He inquired as to whether the monument setting fee should be adjusted. The board consensus was that it should. A motion was made by Young and seconded by Reitveld to approve the proposed lot size and pricing. Motion carried.

Next was approval of the 2026 Capital Requests. Gunnare overviewed the list, beginning with what would be the proposed next phase (3) at Lakeview. He explained that this would consist of reconstructing hole #14 including pond, new green, forward tees, bunker cart paths, construction of a new green on hold #5, new tees on #4, a 5- or 6-hole par 3 course, and

finishing off the existing bunkers (3 of them) that have yet to be re-done. Schlimgen asked for a reminder on how #14 would be re-constructed. Gunnare indicated the green would be about where it is currently located, but that there would be some mounding and plantings to help obscure the view of the shop, that there would be a pond that would be constructed in the area to the right of the existing cart path and that it would go up between #5 green and #4 tee. He noted that this phase would also move #5 green (via a re-build) slightly to the east and #4 tee would get where the men's tee and the white and blue tee are presently located, meaning it would shift slightly to the west. It was asked if the move of #5 to the east might cause a hazard for the tee boxes on #6. Gunnare indicated that he didn't think it would. He also explained that the bathroom location should not be affected. More discussion ensued as to whether or not the driving range should have been included. Consensus was to leave the proposed Phase 3 as was presented at this meeting. Gunnare explained that this project would not take place until at least 2027. He further detailed the items on his priority list starting with the cemetery. Gunnare noted that he hadn't noticed until recently the condition of the stonework on the pillars at the entrances and that the \$85k estimate is based upon the first quote that he received. He also noted that this is yet another request for the payload, as they are just getting by with the present one, as parts availability is limited on this older unit. The request for a replacement truck, he noted, is based upon the outward appearance of the body, indicating that rust is spreading and that there is a sizable dent in the box right behind the driver's door. Gunnare noted that the truck runs fine but that it is used for lead-ins at funerals, so that brings the need to the list. He then moved on to the priority list for golf course capital, explain the needs in order and the reasoning behind each. He noted that the 'need' for Phase 3 is debatable but that the remainder are definite needs. A motion was made Reinesch and seconded by Young to approve the list for each the cemetery and golf course as presented, with granting the flexibility to pursue a new range dispenser (for approximately \$15k) versus only upgrading the controls (for approximately \$8,500). Motion carried.

The next meeting was set for July 14 at 5:45pm.

The meeting was adjourned at 7:05pm.

MET : 07365 07366 07367
 MOD SET: Mult
 ID : 101 GENERAL
 DEPARTMENT: 3700 CEMETERY
 GET TO USE: CB-CURRENT BUDGET

BANK: Multi

IDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
00424	RUNNINGS SUPPLY INC					
		I-2974694	101-43700-42603	WEED EATERS S TRIMMER HEAD	207170	32.99
00428	CARQUEST AUTO PARTS INC					
		I-4977-336063	101-43700-42600	SUPPLIES & MA LUG NUTS	207051	11.93
00436	CHS FARMERS ALLIANCE					
		I-IA1141	101-43700-42600	SUPPLIES & MA TIRE REPAIR,BOOT	207055	21.33
		I-IA1144	101-43700-42600	SUPPLIES & MA TUBES	207055	46.22
00445	CITY OF MITCHELL					
		I-04.000400.00.06.25	101-43700-42830	UTILITIES-WAT 600 W 23RD AVE	207056	112.22
00985	HONDA OF MITCHELL					
		I-139561	101-43700-42603	WEED EATERS S SQUARE LINE,LOWER COVER	207104	89.56
		I-139588	101-43700-42603	WEED EATERS S SPOOL,LOWER COVER	207104	137.40
01355	MIDWEST TURF & IRRIGATI					
		I-3951805-00	101-43700-42600	SUPPLIES & MA HYDRAULIC TANK	207137	745.48
		I-3952206-00	101-43700-42600	SUPPLIES & MA V-BELTS	207137	128.82
01518	VERIZON WIRELESS					
		I-6114713233	101-43700-42800	UTILITIES ACCT #886931646-00001	207196	73.31
02567	S & M PRINTING INC					
		I-84427	101-43700-42600	SUPPLIES & MA BURAIL RIGHTS CERTIFICATES	207173	26.00
02679	MENARD'S INC					
		I-88073	101-43700-42600	SUPPLIES & MA OIL DRI,COMPRESS COUPLING	207128	69.10
		I-88233	101-43700-42600	SUPPLIES & MA STORE HOURS SIGN	207128	5.82
03281	VESTIS					
		I-6380287770	101-43700-42600	SUPPLIES & MA MAT CLEANING	207198	33.26
DEPARTMENT 3700 CEMETERY					TOTAL:	1,533.44

MET : 07395 07396
 IDOR SET: Mult
 ID : 101 GENERAL
 DEPARTMENT: 3700 CEMETERY
 GET TO USE: CB-CURRENT BUDGET

BANK: Multi

IDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
00424	RUNNINGS SUPPLY INC					
		I-2080955	101-43700-42603	WEED EATERS S EDGER FC STRAIGHT	207451	448.99
		I-2083036	101-43700-42600	SUPPLIES & MA CLEVIS PIN HANDLE	207451	13.98
		I-2089978	101-43700-42650	UNIFORMS POLO TECH GRAPHITE	207451	135.00
00436	CHS FARMERS ALLIANCE					
		I-IG2640	101-43700-42610	GAS & FUEL UNLEADED BLEND GAS	207284	519.14
		I-IG2665	101-43700-42610	GAS & FUEL RUBY FIELDMASTER	207284	145.02
		I-IG2666	101-43700-42610	GAS & FUEL RUBY FIELDMASTER	207284	610.62
00712	NAPA CENTRAL					
		I-815972	101-43700-42600	SUPPLIES & MA BELT	207418	58.75
		I-816021	101-43700-42600	SUPPLIES & MA AIR FUEL FILTERS	207418	56.73
00936	DOUG CUNNINGHAM					
		I-06302025	101-43700-42800	UTILITIES 2025 2ND QTR CELL PHONE	207296	45.00
01199	STURDEVANTS AUTO VALUE					
		I-815058151	101-43700-42600	SUPPLIES & MA ALTERNATOR	207481	275.99
		I-815058515	101-43700-42600	SUPPLIES & MA LAWN GARDEN BELT TIRE REPAIR	207481	87.77
01355	MIDWEST TURF & IRRIGATI					
		I-3952763-00	101-43700-42600	SUPPLIES & MA FILTER FUEL WATER/OIL	207404	158.15
01395	MITCHELL CONCRETE PRODU					
		I-110955	101-43700-42600	SUPPLIES & MA CONCRETE PRE MIX	207409	52.50
01404	MITCHELL IRON & SUPPLY					
		I-86122	101-43700-42600	SUPPLIES & MA HEX HEAD CAP CREW	207411	2.66
01830	NORTHWESTERN ENERGY					
		I-2581639-8.06.25	101-43700-42800	UTILITIES 700 W 23RD AVE	207425	149.20
		I-2581641-4.06.25	101-43700-42800	UTILITIES W 23RD	207425	15.05
		I-2939180-2.06.25	101-43700-42800	UTILITIES 825 INDIAN VILLAGE RD	207425	210.34
08281	VESTIS					
		I-6380294489	101-43700-42600	SUPPLIES & MA MAT	207506	33.26
09058	SITEONE LANDSCAPE SUPPL					
		I-154788890-001	101-43700-42602	CHEMICALS LESCO SEED STARTER	207472	529.22
DEPARTMENT 3700 CEMETERY					TOTAL:	3,547.37

MET : 07365 07366 07367
 BCR SET: Mult
 ID : 614 GOLF COURSE
 ARTMENT: 5250 GOLF COURSE
 GET TO USE: CB-CURRENT BUDGET

BANK: Multi

IDOF	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
00356	QUALIFIED PRESORT SERVI					
		I-1279-3564	614-45250-42600	SUPPLIES & MA POSTAGE 09.15-31.2025	207165	2.19
00436	CHS FARMERS ALLIANCE					
		I-1A1171	614-45250-42600	SUPPLIES & MA INDCOL ULTRA CLEAN	207055	77.90
00445	CITY OF MITCHELL					
		I-04.000800.00.06.25	614-45250-42600	UTILITIES-WAT 3300 N OHLMAN ST	207056	690.27
00850	GRAHAM TIRE CO					
		I-404190645	614-45250-42500	REPAIR & MAIN MOWER TIRE	207098	15.00
01355	MIDWEST TURF & IRRIGATI					
		I-3952049-00	614-45250-42600	SUPPLIES & MA RADIATOR HOSE	207137	72.79
		I-3952153-00	614-45250-42600	SUPPLIES & MA TURFBOLT	207137	312.63
01457	MIDWEST FIRE & SAFETY					
		I-30010940	614-45250-42500	REPAIR & MAIN ANNUAL INSEPCTION	207134	238.00
01518	VERIZON WIRELESS					
		I-6114713233	614-45250-42900	UTILITIES ACCT #886931646-00001	207196	42.73
DEPARTMENT 5250 GOLF COURSE					TOTAL:	1,451.41
FUND 614 GOLF COURSE					TOTAL:	1,451.41

NET: 07387 CREDIT CARDS 06.23.2025

DDP SET: 01

IS : 614 GOLF COURSE

ARTMENT: 5250 GOLF COURSE

BANK: ABENK

GET TO USE: CB-CURRENT BUDGET

DDP	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
07141	FIRST NATIONAL BANK CMA					
		I-06092025.2164	614-45250-42600	SUPPLIES & MA POSTAGE	207215	20.20
				DEPARTMENT 5250 GOLF COURSE	TOTAL:	20.20
				FUND 614 GOLF COURSE	TOTAL:	20.20

MET : 07395 07396
 IDOR SET: Mult
 IC : 614 GOLF COURSE
 ARTMENT: 5250 GOLF COURSE
 GET TO USE: CB-CURRENT BUDGET

BANK: Multi

IDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
00424	RUNNINGS SUPPLY INC					
		I-2087707	614-45250-42600	SUPPLIES & MA FOAM LIQUIED	207451	34.17
00436	CHS FARMERS ALLIANCE					
		I-1A1463	614-45250-42600	SUPPLIES & MA INDOL ULTRA CLEAR	207284	77.80
		I-IG2640	614-45250-42610	GAS & FUEL UNLEADED BLEND GAS	207284	519.14
		I-IG2664	614-45250-42610	GAS & FUEL UNLEADED BLEND GAS	207284	1,369.09
		I-IG2665	614-45250-42610	GAS & FUEL RUBY FIELDMASTER	207284	145.02
		I-IG2666	614-45250-42610	GAS & FUEL RUBY FIELDMASTER	207284	610.61
00525	DAKOTA PUMP LLC					
		I-19446	614-45250-42500	REPAIR & MAIN PUMP TS	207301	127.55
01590	MCLEOD'S PRINTING					
		I-84643	614-45250-42300	PUBLISHING PENCILS W ERASERS	207394	679.90
		I-84695	614-45250-42600	SUPPLIES & MA ROLL	207394	48.93
01830	NORTHWESTERN ENERGY					
		I-2581639-8.06.25	614-45250-42800	UTILITIES 700 W 23RD AVE	207425	149.20
		I-2581643-0.06.25	614-45250-42800	UTILITIES GOLF PUMP 100 H	207425	1,549.71
		I-2581875-8.06.25	614-45250-42800	UTILITIES GOLF CLUB HOUSE	207425	549.03
		I-2581876-6.06.25	614-45250-42800	UTILITIES GOLF CART SHED	207425	47.32
02051	MIDCONTINENT COMMUNICAT					
		I-02630670214774	614-45250-42800	UTILITIES ACCT #026306702	207400	95.39
03501	ALEX DAGEN					
		I-06302025	614-45250-42800	UTILITIES 2025 2ND QTR CELL PHONE	207299	45.00
05099	EMME SAND & GRAVEL INC					
		I-11528	614-45250-42603	SAND/GOLF COU TON TOP DRESSING SAND	207324	1,740.41
08892	ERIC HIEB					
		I-06302025	614-45250-42200	GOLF PRO CONT CREDIT CARD FEES CLOVER SERV	207358	2,283.24
		I-06302025A	614-45250-42200	GOLF PRO CONT BASE CONTRACT	207358	8,852.90
DEPARTMENT 5250 GOLF COURSE					TOTAL:	18,924.41
FUND 614 GOLF COURSE					TOTAL:	18,924.41

CITY OF MITCHELL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

101-GENERAL
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YDT ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
CHARGES-GOODS & SERVICES	<u>138,400</u>	<u>9,496.20</u>	<u>58,578.69</u>	<u>74,094.00</u>	<u>64,306.00</u>	<u>53.54</u>
TOTAL REVENUES	138,400	9,496.20	58,578.69	74,094.00	64,306.00	46.46
<u>EXPENDITURE SUMMARY</u>						
<u>CEMETERY</u>						
SALARIES	261,590	22,638.63	123,846.69	123,288.28	138,301.72	47.13
CURRENT EXPENSES	73,700	4,479.89	25,832.35	19,305.21	54,394.79	26.19
CAPITAL OUTLAY	<u>77,950</u>	<u>0.00</u>	<u>45,900.00</u>	<u>14,799.00</u>	<u>63,151.00</u>	<u>18.99</u>
TOTAL CEMETERY	<u>413,240</u>	<u>27,118.52</u>	<u>195,579.04</u>	<u>157,392.49</u>	<u>255,847.51</u>	<u>61.91</u>
TOTAL EXPENDITURES	413,240	27,118.52	195,579.04	157,392.49	255,847.51	61.91
REVENUE OVER/(UNDER) EXPENDITURES	(274,840)	(17,622.32)	(137,000.35)	(83,298.49)	(191,541.51)	69.69

CITY OF MITCHELL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

101-GENERAL

		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YTD ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
REVENUES							
<u>CHARGES-GOODS & SERVICES</u>							
101-348	CEMETERY PERMITS	5,000	240.00	1,225.00	1,850.00	3,150.00	37.00
101-3481	CEMETERY OPENINGS	60,000	7,200.00	21,725.00	34,850.00	25,150.00	58.08
101-3482	CEMETERY LOT SALES	38,000	2,056.20	12,354.30	12,216.20	25,783.80	32.15
101-3483	CEMETERY SAT FUNERAL FEE	5,000	0.00	1,900.00	1,650.00	3,350.00	33.00
101-3484	CEMETERY MAINTENANCE FEES	22,000	0.00	21,374.39	23,527.80	(1,527.80)	106.94
101-3485	COLUMBARIUM LOT SALES	<u>8,400</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>8,400.00</u>	<u>0.00</u>
TOTAL CHARGES-GOODS & SERVICES		138,400	9,496.20	58,578.69	74,094.00	64,306.00	46.46
TOTAL REVENUE		138,400	9,496.20	58,578.69	74,094.00	64,306.00	46.46

CITY OF MITCHELL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

101-GENERAL
CEMETERY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YDT ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
DEPARTMENTAL EXPENDITURES						
<u>SALARIES</u>						
101-43700-41100 SALARIES	149,717	11,113.71	69,478.12	72,995.47	76,721.53	48.76
101-43700-41110 OVERTIME	1,250	315.42	1,109.33	491.37	758.63	39.31
101-43700-41120 PART-TIME	30,308	4,748.66	15,271.87	11,633.53	18,674.47	38.38
101-43700-41200 SOCIAL SECURITY/MEDICARE	13,868	1,174.65	6,192.03	6,134.69	7,733.31	44.24
101-43700-41300 RETIREMENT	9,058	679.35	4,180.58	4,392.18	4,665.82	48.49
101-43700-41500 GROUP INSURANCE	57,389	4,606.84	27,614.76	27,641.04	29,747.96	48.16
101-43700-41700 COMPENSATED ABSENCES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SALARIES	261,590	22,638.63	123,846.69	123,288.28	138,301.72	52.87
<u>CURRENT EXPENSES</u>						
101-43700-42200 PROFESSIONAL FEES/SERVIC	22,000	0.00	0.00	0.00	22,000.00	0.00
101-43700-42500 REPAIR & MAINTENANCE	3,000	0.00	3,658.85	614.40	2,385.60	20.48
101-43700-42510 HEADSTONE REPAIR & MAINT	1,000	0.00	2,800.00	0.00	1,000.00	0.00
101-43700-42600 SUPPLIES & MATERIALS	16,000	2,545.78	6,625.42	8,156.01	7,843.99	50.98
101-43700-42602 CHEMICALS	8,500	0.00	7,736.14	3,940.10	4,559.90	46.35
101-43700-42603 WEED EATERS SUPPLIES	1,500	454.66	415.93	733.66	766.34	48.91
101-43700-42604 TREES, SOD & SEED	2,000	0.00	725.00	0.00	2,000.00	0.00
101-43700-42610 GAS & FUEL	10,000	843.27	1,271.16	2,185.19	7,814.81	21.85
101-43700-42650 UNIFORMS	500	0.00	203.37	0.00	500.00	0.00
101-43700-42690 CHANGE IN INVENTORY	0	0.00	0.00	0.00	0.00	0.00
101-43700-42700 TRAVEL, CONF. & DUES	500	0.00	566.76	225.00	275.00	45.00
101-43700-42800 UTILITIES	5,500	380.01	1,756.21	1,791.48	3,708.52	32.57
101-43700-42830 UTILITIES-WATER/SEWER	2,000	112.22	73.51	206.62	1,793.38	10.33
101-43700-42950 CREDIT CARD FEES	0	143.95	0.00	452.75 (	452.75)	0.00
101-43700-42999 REFUND OF FEES	<u>1,200</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>200.00</u>	<u>83.33</u>
TOTAL CURRENT EXPENSES	73,700	4,479.89	25,832.35	19,305.21	54,394.79	73.81
<u>CAPITAL OUTLAY</u>						
101-43700-43200 BUILDINGS	27,000	0.00	0.00	0.00	27,000.00	0.00
101-43700-43300 IMPROVEMENTS	19,000	0.00	0.00	0.00	19,000.00	0.00
101-43700-43400 MACHINERY & EQUIPMENT	<u>31,950</u>	<u>0.00</u>	<u>45,900.00</u>	<u>14,799.00</u>	<u>17,151.00</u>	<u>46.32</u>
TOTAL CAPITAL OUTLAY	77,950	0.00	45,900.00	14,799.00	63,151.00	81.01
TOTAL CEMETERY	413,240	27,118.52	195,579.04	157,392.49	255,847.51	61.91
	=====	=====	=====	=====	=====	=====
TOTAL EXPENDITURES	413,240	27,118.52	195,579.04	157,392.49	255,847.51	61.91
REVENUE OVER/ (UNDER) EXPENDITURES	(274,840) (	17,622.32) (	137,000.35) (	83,298.49) (	191,541.51)	69.69

WARNING 2,224 RESTRICTED ACCOUNT(S) OMITTED FROM THIS REPORT

CITY OF MITCHELL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

614-GOLF COURSE
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YDT ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
INTERGOVERNMENTAL REV	0	0.00	0.00	0.00	0.00	0.00
CHARGES-GOODS & SERVICES	554,200	50,044.49	401,024.37	439,959.19	114,240.81	79.39
MISCELLANEOUS REVENUE	<u>16,500</u>	<u>1,499.02</u>	<u>6,829.60</u>	<u>8,486.19</u>	<u>8,013.81</u>	<u>51.43</u>
TOTAL REVENUES	570,700	51,543.51	407,853.97	448,445.38	122,254.62	21.42
<u>EXPENDITURE SUMMARY</u>						
<u>GOLF COURSE</u>						
OTHER	0	0.00	0.00	0.00	0.00	0.00
SALARIES	245,907	31,751.94	111,140.35	121,734.02	124,172.98	49.50
CURRENT EXPENSES	211,322	21,008.15	104,878.50	124,543.23	86,778.77	58.94
CAPITAL OUTLAY	<u>111,500</u>	<u>0.00</u>	<u>35,000.00</u>	<u>264,891.00</u>	<u>(153,391.00)</u>	<u>237.57</u>
TOTAL GOLF COURSE	<u>568,729</u>	<u>52,760.09</u>	<u>251,018.85</u>	<u>511,168.25</u>	<u>57,560.75</u>	<u>10.12</u>
TOTAL EXPENDITURES	568,729	52,760.09	251,018.85	511,168.25	57,560.75	10.12
REVENUE OVER/ (UNDER) EXPENDITURES	1,971 (	1,216.58)	156,835.12 (	62,722.87)	64,693.87	3,282.29
OTHER SOURCES	0	0.00	0.00	3,470.00 (	3,470.00)	0.00
OTHER USES	0	0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	1,971 (	1,216.58)	156,835.12 (	59,252.87)	61,223.87	0.00

CITY OF MITCHELL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

614-GOLF COURSE

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YDT ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>INTERGOVERNMENTAL REV</u>						
614-33930 FEMA DISAST ASST-CFDA #97.036	0	0.00	0.00	0.00	0.00	0.00
614-33931 STATE OF SD-DISASTER ASSIST	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL INTERGOVERNMENTAL REV	0	0.00	0.00	0.00	0.00	0.00
<u>CHARGES-GOODS & SERVICES</u>						
614-3461 MEMBERSHIP FEES	166,000	8,073.18	142,790.80	166,666.37 (	666.37)	100.40
614-3462 RANGE MEMBERSHIP	23,000	1,119.40	21,543.58	23,638.13 (	638.13)	102.77
614-34620 RANGE BALLS	23,000	3,868.44	18,458.12	21,690.95	1,309.05	94.31
614-34622 ADULT GREEN FEES	120,000	14,782.65	56,517.74	56,140.32	63,859.68	46.78
614-34623 ADULT 9/18 SPLIT	0	0.00	0.00	0.00	0.00	0.00
614-34626 PUNCH CARDS	17,000	2,425.36	14,179.10	14,608.16	2,391.84	85.93
614-3463 ELECTRIC CART & STORAGE FEE	21,000	902.41	7,116.18	6,865.99	14,134.01	32.70
614-34630 1.5% TOURISM TAX~RANGE BALLS	300	58.03	276.89	325.38 (	25.38)	108.46
614-34631 CART RENTAL	135,000	13,907.01	105,920.58	119,384.16	15,615.84	88.43
614-34632 LAWN BOWLING MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
614-3464 ANNUAL TRAIL FEES	18,000	376.64	15,886.91	14,925.21	3,074.79	82.92
614-34641 LOCKER FEE	1,200	0.00	823.95	790.97	409.03	65.91
614-3465 TOURNAMENT SPONSOR FEE	24,000	4,048.97	12,850.86	10,489.65	13,510.35	43.71
614-3466 MISC/GAS/PROG/CLUBHOUSE	1,700	132.40	508.10	453.90	1,246.10	26.70
614-3467 ADVERTISING REVENUE (NO TAX)	4,000	350.00	4,151.56	3,980.00	20.00	99.50
614-3469 INTEREST EARNED	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CHARGES-GOODS & SERVICES	554,200	50,044.49	401,024.37	439,959.19	114,240.81	20.61
<u>MISCELLANEOUS REVENUE</u>						
614-367 CONTRIBUTION FR PRIVATE SOURCE	0	0.00	116.18	0.00	0.00	0.00
614-3671 CONTR FR PRIVATE SOURCE LAWN B	0	0.00	0.00	0.00	0.00	0.00
614-3672 CITY CONTRIBUTION	4,500	0.00	0.00	0.00	4,500.00	0.00
614-369 REFUNDS AND REIMBURSEMENTS	<u>12,000</u>	<u>1,499.02</u>	<u>6,713.42</u>	<u>8,486.19</u>	<u>3,513.81</u>	<u>70.72</u>
TOTAL MISCELLANEOUS REVENUE	16,500	1,499.02	6,829.60	8,486.19	8,013.81	48.57
TOTAL REVENUE	570,700	51,543.51	407,853.97	448,445.38	122,254.62	21.42

CITY OF MITCHELL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

614-GOLF COURSE

GOLF COURSE

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YTD ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>OTHER</u>						
614-45250-21610 ACCRUED LEAVE EXPENSE	0	0.00	0.00	0.00	0.00	0.00
614-45250-21620 PENSION EXPENSE	0	0.00	0.00	0.00	0.00	0.00
614-45250-21630 OPEB EXPENSE	0	0.00	0.00	0.00	0.00	0.00
614-45250-21670 DEPRECIATION EXPENSE	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER	0	0.00	0.00	0.00	0.00	0.00
<u>SALARIES</u>						
614-45250-41100 SALARIES	112,122	8,608.74	52,927.74	55,956.82	56,165.18	49.91
614-45250-41110 OVERTIME	1,000	0.00	1,089.97	281.93	718.07	28.19
614-45250-41120 PART-TIME	67,136	16,217.08	26,384.14	28,568.33	38,567.67	42.55
614-45250-41200 SOCIAL SECURITY/MEDICARE	13,790	1,820.46	5,789.42	6,017.80	7,772.20	43.64
614-45250-41300 RETIREMENT	6,787	516.54	3,205.68	3,374.42	3,412.58	49.72
614-45250-41500 GROUP INSURANCE	45,072	4,589.12	21,743.40	27,534.72	17,537.28	61.09
614-45250-41700 COMPENSATED ABSENCES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SALARIES	245,907	31,751.94	111,140.35	121,734.02	124,172.98	50.50
<u>CURRENT EXPENSES</u>						
614-45250-42100 INSURANCE	12,000	0.00	11,436.40	13,032.46 (	1,032.46)	108.60
614-45250-42200 GOLF PRO CONTRACT	73,840	10,957.60	43,737.33	47,402.18	26,437.82	64.20
614-45250-42250 PROFESSIONAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
614-45250-42300 PUBLISHING	2,000	0.00	345.36	285.40	1,714.60	14.27
614-45250-42400 RENTALS	3,000	0.00	0.00	0.00	3,000.00	0.00
614-45250-42500 REPAIR & MAINTENANCE	12,000	253.00	3,180.00	804.03	11,195.97	6.70
614-45250-42600 SUPPLIES & MATERIALS	25,000	4,452.53	17,466.80	21,134.05	3,865.95	84.54
614-45250-42601 SUPPLIES-LAWN BOWLING	0	0.00	0.00	0.00	0.00	0.00
614-45250-42602 CHEMICALS	25,000	0.00	13,984.47	24,262.77	737.23	97.05
614-45250-42603 SAND/GOLF COURSE	6,000	0.00	1,668.47	0.00	6,000.00	0.00
614-45250-42604 TREES & SOD	2,500	0.00	290.00	875.00	1,625.00	35.00
614-45250-42610 GAS & FUEL	15,000	1,973.50	1,691.68	3,477.42	11,522.58	23.18
614-45250-42650 UNIFORMS	500	0.00	125.97	39.99	460.01	8.00
614-45250-42690 CHANGE IN INVENTORY	0	0.00	0.00	0.00	0.00	0.00
614-45250-42700 TRAVEL, CONF. & DUES	2,950	0.00	955.86	2,561.26	388.74	86.82
614-45250-42800 UTILITIES	20,180	2,564.59	4,662.73	5,894.31	14,285.69	29.21
614-45250-42830 UTILITIES-WATER/SEWER	3,218	690.27	287.16	796.82	2,421.18	24.76
614-45250-42920 COMPUTER SOFTWARE	7,834	0.00	4,830.91	3,710.25	4,123.75	47.36
614-45250-42931 SALES TAX	300	116.66	215.36	267.29	32.71	89.10
614-45250-42940 LIABILITY CLAIM	0	0.00	0.00	0.00	0.00	0.00
614-45250-42999 REFUNDS	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CURRENT EXPENSES	211,322	21,008.15	104,878.50	124,543.23	86,778.77	41.06

CITY OF MITCHELL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

614-GOLF COURSE

GOLF COURSE

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YDT ACTUAL	CURRENT YDT ACTUAL	BUDGET BALANCE	% YTD BUDGET
DEPARTMENTAL EXPENDITURES						
<u>CAPITAL OUTLAY</u>						
614-45250-43200 BUILDINGS	0	0.00	0.00	0.00	0.00	0.00
614-45250-43300 IMPROVEMENTS	20,000	0.00	0.00	0.00	20,000.00	0.00
614-45250-43400 MACHINERY & EQUIPMENT	<u>91,500</u>	<u>0.00</u>	<u>35,000.00</u>	<u>264,891.00</u>	(<u>173,391.00</u>)	<u>289.50</u>
TOTAL CAPITAL OUTLAY	111,500	0.00	35,000.00	264,891.00	(153,391.00)	137.57-
TOTAL GOLF COURSE	568,729	52,760.09	251,018.85	511,168.25	57,560.75	10.12
	=====	=====	=====	=====	=====	=====
TOTAL EXPENDITURES	568,729	52,760.09	251,018.85	511,168.25	57,560.75	10.12
REVENUE OVER/(UNDER) EXPENDITURES	1,971	(1,216.58)	156,835.12	(62,722.87)	64,693.87	3,282.29
<u>OTHER FINANCING SOURCES</u>						
614-3900 FROM GENERAL FUND	0	0.00	0.00	0.00	0.00	0.00
614-39104 DAMAGE/LOSS REIMB-CAPITAL ASSE	0	0.00	0.00	0.00	0.00	0.00
614-39127 NOTE PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
614-39131 SALE OF FIXED ASSETS~EQUIP	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>3,470.00</u>	(<u>3,470.00</u>)	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES	0	0.00	0.00	3,470.00	(3,470.00)	0.00
<u>OTHER FINANCING USES</u>						
614-49000-51100 TRANSFER OUT TO GENERAL	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER USES	0	0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	1,971	(1,216.58)	156,835.12	(59,252.87)	61,223.87	3,106.23

2025 Rounds Played & Membership Numbers

Rounds

Total Rounds Played in 2023 = 25,416

Total Rounds Played in 2024 = 37,155

2025 Month of June Rounds = 5,222

Total Rounds Played Through June 2025 = 14,422

Membership

2022 Numbers

Single: 159

Couples: 110

College: 14

Student: 33

Family: 232

Total: 548

2023 Numbers

Single: 160

Couples: 104

College: 17

Student: 34

Family: 228

Total: 543

2024 Numbers

Single: 168

Couples: 102

College: 23

Student: 43

Family: 349

Total: 685

2025 Numbers

Single: 201

Couples: 102

College: 23

Student: 41

Family: 368

Total: 735

Single Range Passes: 69 (74 in 2024)

Family Range Passes: 56 (39 in 2024)

New Members: 85

Punch cards:

- 17 without Cart (9 Holes)
- 40 with Cart (9 Holes)
- 9 without Cart (18 Holes)
- 7 with Cart (18 Holes)

June/July Lakeview Golf Course Clubhouse Report

- June was a busy month with plenty of play and activities/events going on.
- Lakeview's Junior Golf Clinic ended June 27th
 - Great numbers for the youth and junior golfers
 - 28 signed up for the 11-14 year old age group
 - 52 signed up for the 7-10 year old age group
 - 6 sessions during the month of June plus the Adult/Junior Fun Scramble on Friday, June 27th evening
- June events and fundraisers at Lakeview
 - John Paul II 'Bids for Kids' – Friday, June 6
 - IVG 4 Woman 9 Hole Scramble – Wednesday, June 11
 - Chamber Golf Classic – Friday, June 13
 - Veterans Fundraiser 2 Person Scramble – Sunday, June 15
 - SDGA Junior Tour Event – Tuesday, June 17
 - Lakeview 4 Person Scramble – Sunday, June 29
- July has started nicely with good weather
 - First Tee Junior Program started in July and will run through July 29th on Mondays and Tuesdays
 - Junior Golf activity and junior golfers out at Lakeview has increased and cool to see
- Play is up from last year; weekdays are 110-170 golfers; weekends are upwards of 225-300 golfers on really nice days
- Some events coming up still in July
 - DWU Football Fundraiser – Friday, July 11th
 - Mitchells City Tournament – Sat & Sun, July 12th & 13th
 - BFLF Par 3 Tournament – Monday, July 14th
 - GPS Senior 2 Man Tournament – Tuesday, July 15th
 - SDGA Adult/Junior & Junior Championship – Sun – Wed, July 20th – 23rd

Thanks,

Eric Hieb

Golf and Cemetery Board

5:45 PM

June 9th

Community Gardens

- Garden is Full with waiting list in case anyone drops out.
- We will add compost and black dirt this fall.

Cemetery

- Started sodding cremations with sod from traditional.
- Chasing a couple water breaks.
- Clean up after Memorial Day.
 - 3 days before and 7 days after.
 - Will start pulling flowers and decorations.
- Working on 2026 budget.

Golf

- Fertilize fairways.
- Fully staffed.
 - Mostly new staff.
 - Having to train new staff.
- Roped off areas of wear.
- New irrigation computer is installed.
- Working on irrigation issues in the field.
- Prepping for opening of new holes.
 - Start dropping mowing heights.
 - Taking care of issues.
- Weed eater golf course last week.
- Getting onto more of a routine for mowing and rolling.
- Working on 2026 budget.

Golf & Cemetery Superintendent

Jason Gunnare

June 12, 2025

Jason Gunnare, Golf and Cemetery Superintendent
City of Mitchell
601 North Main Street
Mitchell SD 57301

RE: Agreement for Civil Engineering and Land Surveying Services for the
Development of a Master Plan for Graceland Cemetery

Dear Mr. Gunnare:

The following will serve as a Letter of Agreement between the City of Mitchell, hereinafter referred to as Client, and Schmucker, Paul, Nohr & Associates, hereinafter referred to as SPN, to prepare a Preliminary Engineering Report evaluating cemetery expansion in two locations, as shown in Exhibit A, hereinafter referred to as the Project.

Scope of Work: SPN will perform professional engineering services, serve as the Client's professional engineering representative and provide professional engineering consultation and advice as directed (verbally or in writing) by Jason Gunnare or other designated representative in connection with the Project. Specifically, the Scope of Work to be completed is as follows:

Preliminary Engineering Report:

1. SPN will consult with the Client to define and clarify the Client's requirements for the Project Areas. The Client shall, at a minimum, provide to SPN such information and data required for the Master Plan of the storm water collection and drainage system; streets; sidewalks; and curb and gutter system within the boundaries of the Project Areas. Such information shall include, but not be limited to, the desired lot sizes and dimensions; finished surfaces for the Project Areas and other such related information.
2. SPN will prepare not more than three (3) alternatives showing the preliminary layouts of plots, streets, sidewalks, access aisles and green space within the two project areas.
3. SPN will complete an evaluation of the storm water collection and management system for the developed area based on the required design criteria from the City.

4. SPN will complete the preliminary layout and estimated cost for the storm water collection and drainage system; streets; and curb and gutter system, if necessary, within the boundaries of the Project Areas. The preliminary layout will not be considered adequate for the construction of the infrastructure system within the Project Areas.
5. SPN will provide a cost estimate for the installation of the storm water collection and drainage, streets and grading based on the preliminary design.
6. SPN will prepare a written report, with maps and sketches, setting forth the findings and recommendations of the evaluation of the alternatives. The report will also include the estimated costs for infrastructure and engineering in developing the Project Areas.
7. SPN will assist the Client in the presentation of the findings and recommendations of the Preliminary Engineering Report at not more than one (1) public hearing. SPN shall not be held responsible for rejection of the findings and recommendations of the Preliminary Report by the general public.
8. Specifically excluded from this proposal is the completion of legal or topographic surveys of the areas. Should the need for a detailed topographic survey and or a legal boundary survey develop, an amendment to this proposal will be prepared and agreed upon by all parties prior to beginning the additional work.

Design Phase / Bidding Phase / Construction Phase / Legal Survey:

It is understood that the Scope of Work as set forth in this Letter of Agreement does not include services in connection with assisting the Client with those services normally provided by the design professional during the Design Phase, Bidding Phase, Construction Phase and Legal Survey Services for a project. Those services are specifically exempted from the services covered by this Letter of Agreement for engineering services.

In the event the Client intends to move forward with the development of the project area, the scope of services to be rendered and the compensation for said services will be negotiated and set forth in a separate Agreement.

The duties and responsibilities of SPN may be amended and supplemented by an amendment to this Agreement.

SPN intends to render our services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project. SPN makes no warranty either express or implied.

Compensation: By authorizing SPN to proceed with the Project, the Client agrees to compensate SPN for the services provided on the following:

1. The amount of compensation for the services as described in the Preliminary Engineering Report Phase of the Scope of Work shall be a lump sum fee of **\$5,000.**

The Client further agrees to compensate SPN for Additional Services which are defined as those not specifically described in the Scope of Work as set forth above and performed as directed by the Client for the actual charges as invoiced on the basis of the schedule of hourly rates and charges in effect at the time the services are provided. Reimbursable expenses are defined as: a) Vehicle miles charged at the rate of \$0.58 per vehicle mile if a company-owned vehicle, or actual cost of rental vehicles; b) Meals and lodging at costs incurred by SPN; and c) Costs of independent consulting and testing services plus an assumed risk fee of 10% of the incurred cost.

Timeline: SPN will complete the Preliminary Engineering Report by July 21, 2025.

Client's Responsibilities: Jason Gunnare shall be designated as the person authorized to act as the Client's representative. Any other individual who is designated to act as the Client's representative shall be identified in writing. The Client's representative shall receive and examine documents submitted by SPN, interpret and define the Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of SPN's services.

The Client shall be responsible for the preparation and submittal of applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project.

The Client shall be responsible for the preparation or review of environmental assessments and impact statements; the review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and for all assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

The Client shall furnish or obtain permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.

The Client shall compensate SPN for services rendered under this Agreement.

Site Access: The Client shall obtain all ownership of property or easements, rights-of-way and permits as may be necessary and/or shall guarantee full and free access for SPN to enter upon all public and private property required for the performance of SPN's services under this Agreement. SPN will take precautions to minimize damage due to these activities. The Client shall be responsible for any damage that may be caused and costs of restoration.

Dispute Resolution: Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees and court costs incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

Billings & Payments: Invoices for the services of SPN shall be submitted, at SPN's option, either upon completion of such services or on a monthly basis. Invoices shall be due and owing within thirty (30) days of the invoice date. Past due amounts owed shall include a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid ninety (90) days after billing, The Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: To the fullest extent permitted by law, the Client shall indemnify and hold harmless SPN, SPN's officers, directors, partners and employees and SPN's Consultants from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the Client or the Client's officers, directors, partners, employees and the Client's Consultants in the performance and furnishing of SPN's services under this Agreement.

Certifications: SPN shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence that SPN cannot ascertain.

Limitation of Liability: The Client and SPN have discussed their risks, rewards and benefits of the Project and SPN's fees for services to be performed. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, SPN's total liability to the Client and to any other individual or entity claiming by, through or under the Client any cost, loss or damages caused wholly or in part due to SPN's professional negligent acts, errors, or omissions, such that the total aggregate liability of SPN to those named shall not exceed Fifty Thousand Dollars (\$50,000) or SPN's total fee for services rendered on this Project, whichever is greater.

General Conditions: Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Termination of Services: If the Client fails to make payments due SPN within the thirty (30) day period set forth above, SPN may, after giving seven days written notice to the Client, and without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend or terminate services under this Letter of Agreement.

This Letter of Agreement may be terminated for any reason by either party by seven days written notice. If this Agreement is terminated, SPN shall be paid for services performed to the termination notice date including Reimbursable Expenses.

Ownership of Documents: All studies, reports, and other work products of SPN for this Project are instruments of service for the Project only and shall remain the property of SPN whether the Project is completed or not. The Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client and others. However, such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any such use without written verification or adaptation by SPN, for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to SPN and the Client shall indemnify and hold harmless SPN and their consultants and each of their officers, agents, and employees from any and all liability claims, losses, damage and expenses, including attorney's fees, arising out of or resulting therefrom.

Opinions of Probable Cost: SPN's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of SPN's experience and qualifications and represent SPN's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. However, since SPN has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, SPN cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by SPN.

Acceptance/Notice to Proceed: By signing this Letter of Agreement the Client accepts the terms and conditions as set forth herein and hereby authorizes SPN to proceed with the performance of the services as set forth herein effective the date of this letter.

CITY OF MITCHELL
MITCHELL, SOUTH DAKOTA

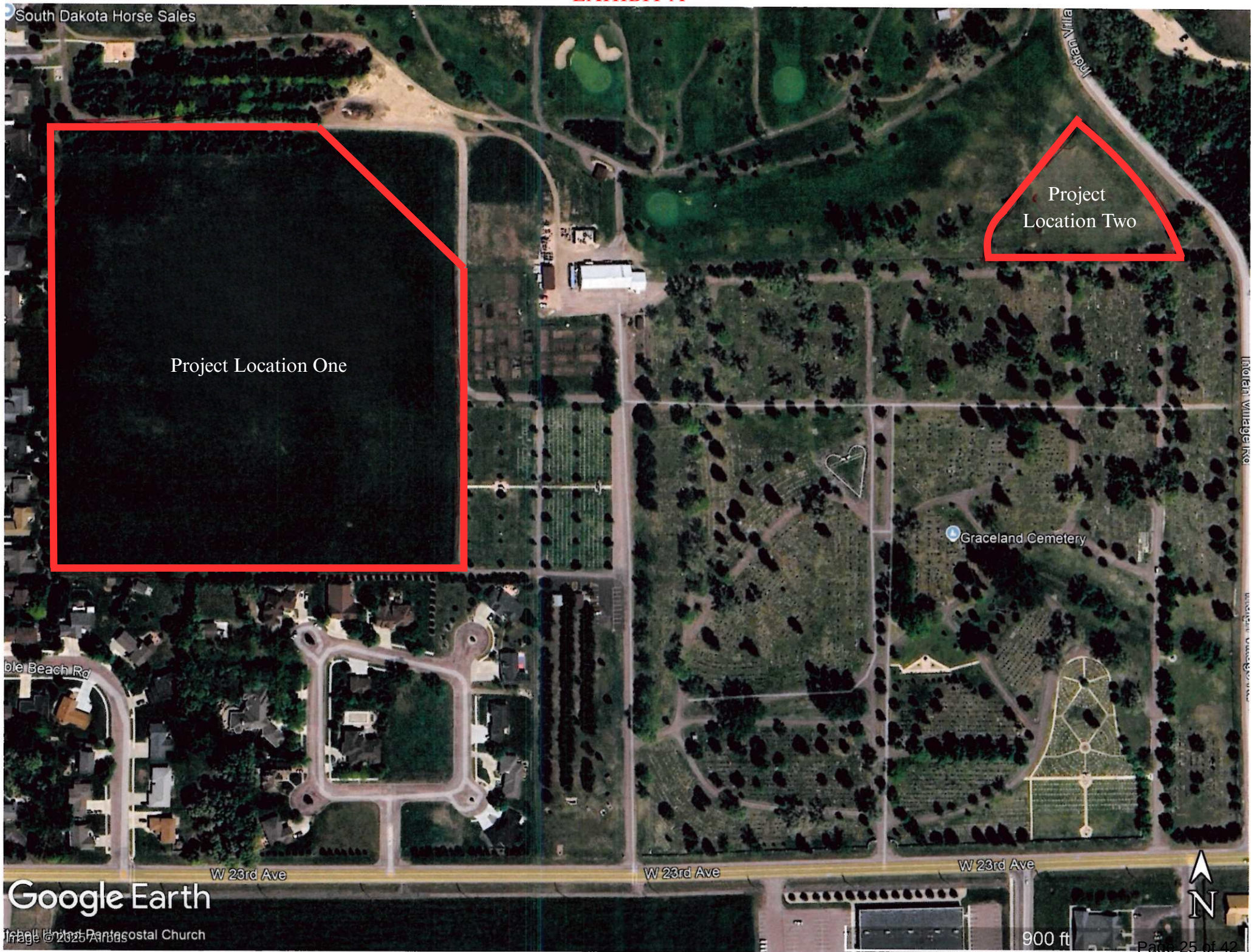
By: _____

Title: _____

SCHMUCKER, PAUL, NOHR
and ASSOCIATES, INC.

By:  _____

Title:  Project Manager _____



South Dakota Horse Sales

Project Location One

Project Location Two

Graceland Cemetery

Beach Rd

W 23rd Ave

W 23rd Ave

W 23rd Ave

Google Earth

Image © 2025 Panagostal Church

900 ft



May 15, 2025

Jason Gunnare – Golf & Cemetery Superintend

City of Mitchell Parks Department
3300 North Ohlman
Mitchell, SD 57301
605-995-8461
jason.gunnare@cityofmitchellsd.gov

RE: Proposal for Cemetery Planning Services

Mr. Gunnare:

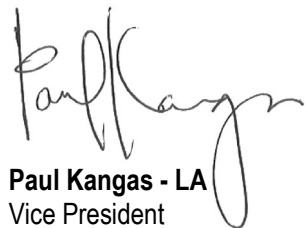
IOA, Inc. is pleased to submit this proposal to provide Cemetery Planning Services for the municipally-owned Graceland Cemetery in Mitchell, South Dakota.

My connection to Mitchell and all of South Dakota is deep. My wife and I started our lives together in Rapid City and my extended family is still scattered across the prairie near Sioux Falls, Mitchell and Winner. Both sets of grandparents lived in Mitchell in their retirement years and I spent many holidays in Mitchell visiting them. My maternal grandparents, Walter and Gertrude Vogel, are buried in Block 1-Lot 185. A chance to return, and leave a lasting impact on this important cemetery, would be a highlight of my career.

Our office is well qualified to provide the design work necessary to complete the expansion of the cemetery. I have a long history of providing similar services to cemeteries throughout the region. I look forward to working with you. Please call if you have any questions.

If you're in agreement with this proposal, please sign and return one copy which will serve as our Notice to Proceed.

Sincerely,



Paul Kangas - LA
Vice President
Director of Landscape Architecture

AUTHORIZATION TO PROCEED:

I authorize Inside Outside Architecture, Inc. to proceed according to the information in this proposal.

Graceland Cemetery

City of Mitchell, South Dakota

Name/Title: _____

Signature: _____ Date: _____

FIRM DESCRIPTION

IOA, Inc. is a family-run consulting firm offering architecture and landscape architecture services to clients across the upper Midwest. The company was founded by Lea Kangas in 2007.

WHY CHOOSE IOA INC.?

Experience:

We are one of only a few design firms in the Upper Midwest with strong cemetery and cremation garden experience. Our work on many recent cremation garden design projects is in response to the changing market and growing popularity of cremation services.

Awareness of Project Costs:

We strive to efficiently complete our work and provide timeless design solutions that meet our Client's needs. We work hard to provide alternatives that are in keeping with the budgetary limitations to ensure our work is not beyond the scope of what the project can afford.

Client-Friendly:

We will offer personal service to our clients. As a small firm, we tailor our approach to each client and there will never be a question of whom you should call. We will match the Client's needs and are open to discussing the proposed work scope if necessary.

KEY PERSONNEL

Paul Kangas will attend all meetings and be the lead designer and contact person throughout the project. Paul is a skilled landscape architect with over 30 years of experience in a wide variety of land planning and design projects. Throughout his career, Paul has been involved with cemetery planning and design working with dozens of different clients across the Upper Midwest. The projects below represent a sampling of the cemeteries he has assisted over the last 20 years:

Riverside Memorial Park Cemetery	Aberdeen, SD
Calvary Cemetery	Saint Paul, MN
Gethsemane Cemetery	New Hope, MN
Resurrection Cemetery	Mendota Heights, MN
Saint Mary's Cemetery	Minneapolis, MN
Calvary Cemetery, Saint Joseph's Parish	Anoka, MN
Elmhurst Cemetery	Saint Paul, MN
Forest Lawn	Maplewood, MN
Lebanon Cemetery	Apple Valley, MN
Roselawn Cemetery	Roseville, MN
Saint Mary of the Lake Cemetery	White Bear Lake, MN
Saint John the Baptist Cremation Garden	New Brighton, MN
Saint Victoria Cremation Garden Expansion	Victoria, MN
Saint Vincent de Paul Cemetery	Osseo, MN
Union Cemetery	Maplewood, MN

PROJECT UNDERSTANDING

Our understanding is you wish to explore master plan options for the future of approximately 22 acres of undeveloped space in two different locations of the cemetery. We will work cooperatively with your team to create a wide variety of new interment options including full body graves, in-ground cremation graves, and columbarium niches. We will explore new cremation garden features and other specialty elements deemed appropriate for this project. Additional infrastructure, including roads, paths, signage, and site elements, will also be explored.

Our intent is to show a variety of design concepts that will feature differing themes and layouts. Often, the preferred concept is a blend of different ideas, but a consistent, well-planned layout is the ultimate goal. We will also pay particular attention to the need for future phased construction efforts.

SCOPE OF SERVICES

We propose the following work to accomplish the goals and objectives of the project:

1. BASE MAPPING, INFORMATION GATHERING, & SITE ANALYSIS

This proposal assumes AutoCAD compatible base mapping will be available showing property boundaries, topography, existing utilities, and existing roadways. Only a small amount of time is included to modify and incorporate the data into our drafting system.

- A. We will incorporate the available mapping data for the project including any GIS information available from the City. While high level data is suitable for master planning, the better our background data is, the better our final master plan will be.
- B. We will review and analyze site specific information for the project area including topography, soils, solar exposure, existing and proposed access points, drainage patterns and the locations of existing vegetation. We will also review City zoning requirements and other issues that may impact the master planning.

2. SITE VISIT, INITIAL CLIENT MEETING, & PROJECT START UP

We will visit Mitchell to tour the property, take existing conditions photos, and meet with representatives from the City/Cemetery to discuss the proposed expansion goals. We will verify the work program, project schedule, and overall objectives of the project. We will discuss & confirm our scope of work and expectations of each party moving forward.

3. CONCEPT ALTERNATIVES

- A. We will prepare two or more alternative concept plans for the proposed expansion areas. We will illustrate the overall site layout using freehand sketches drawn over aerial photos and/or existing survey data.
- B. The concept plans will be presented within the context of the existing cemetery improvements.
- C. We will provide sample images through a visual dialogue process that highlight different design elements that are incorporated into the proposed master plan solutions.
- D. We would meet virtually to review the master plan options and discuss your preferences moving forward.

4. REFINED MASTER PLAN & NARRATIVE

- A. Based upon review comments from the initial concepts, a preferred option will serve as the basis for preparation of a final master plan. The master plan will reflect the comments received during the review process, expand the level of detail and design, and act as the guide for future improvements and phasing.
- B. The master plan will include illustrative drawings showing the layout, feature areas, and conceptual landscape enhancements.
- C. We will provide preliminary quantities for each type of interment option proposed in each concept plan. Quantities affect the overall development potential of the property and may be a significant factor in deciding which options are preferred.
- D. A narrative, explaining key elements of the design, will be included as part of the overall planning documents.

5. PHASING DIAGRAM

Cemetery expansion is often accomplished over many years and it is important to understand how future construction will impact the overall layout. We will work with the Client to determine an appropriate phasing plan intended to minimize potential disruption to current and phase one improvements.

6. HIGH LEVEL COST ESTIMATING

As part of our work effort, we will prepare an estimate of the required costs to develop the cemetery as illustrated on the Refined Master Plan. Our estimate will be high level and multi-phased knowing that long-range master planning must acknowledge phased construction costs.

7. PROJECT COORDINATION

We expect a series of conversations will be necessary to efficiently coordinate our work effort. But, due to the remote nature of our office, we propose to primarily use conference calls and electronic meeting capabilities to coordinate our design effort. If necessary, at any point during the process (other than the kickoff meeting and potential presentation to the Cemetery Board), we are happy to meet in person. Additional costs for drive time, lodging, and meals would be incurred.

8. PRESENTATION TO CEMETERY BOARD/CITY LEADERS – OPTIONAL SERVICE

If desired, we will travel to Mitchell to wrap up the design project and make a presentation of the final master plan to the Cemetery Board and/or City Leaders.

ADDITIONAL OPTIONAL SERVICES

A number of other services may be beneficial to this project over time. If time allows, or additional funding can be secured, our additional work effort could include:

1. DIGITAL MODELING

We believe that preparing a digital model of key design elements in the master plan is helpful in understanding the nuances of the site design. We use SketchUp design software to prepare site modeling that allows for three dimensional views of the project from any desired vantage point. Of particular benefit might be cremation or columbaria features where the height and configuration of the amenities has a big impact on the overall feel of the spaces.

2. SALES & MARKETING GRAPHICS

We often assist with preparation of marketing materials to increase awareness and interest in the cemetery options available at each facility. We have previous examples to share with you if interested.

DELIVERABLES

Our work efforts will result in the following deliverables:

1. Master planning work will be completed via hand-drawn sketches and computer-generated graphics.
2. The refined master plan will be brought into CADD using the existing survey data as our base mapping.
3. High level cost estimating of the refined master plan.
4. Renderings of key site areas throughout the design process.
5. A brief narrative describing the overall master plan.

PROJECT SCHEDULE

The master planning phase will most likely take three to four months to complete from start to finish assuming quick responses and decision making throughout the process. A maximum of six months would be expected.

ASSUMPTIONS & EXCLUSIONS

- a. IOA Inc. will contract with the City of Mitchell for our work.
- b. Our work scope is limited to conceptual master planning and does not include detailed design or construction documentation of any site element.
- c. We will use existing conditions mapping and surveying available from City GIS data or other public data sources as our base mapping.
- d. Our point of contact for the project will be Jason Gunnare – Cemetery Manager. Our correspondence will be routed through him for distribution to a larger audience as needed.

REFERENCES

I have been fortunate to work with some of the finest cemetery managers in the Twin Cities (and beyond) over the last 25 years. The following individuals can attest to my customer friendly and professional approach to cemetery design and master planning.

Jonquil Shipman – Director of Operations

The Catholic Cemeteries
2105 Lexington Avenue South
Mendota Heights, MN 55120
Phone: 651-255-0527
Email: jshipman@catholic-cemeteries.org

Jay Larson – Cemetery Manager

Elmhurst Cemetery
1510 North Dale Street
Saint Paul, MN 55117
Phone: 651-489-1707
Email: jay@elmhurstcemetery.org

Mary Jane Beberg- Cemetery Coordinator

Calvary Cemetery/St. Stephens Catholic Church
525 Jackson Street
Anoka, MN 55303
Phone: 763-712-7479
Email: mbeberg@ststephenchurch.org

Ryan Smith – Cemetery Manager

Riverside Memorial Park Cemetery
1726 West Melgaard Road
Aberdeen, SD 57401
Phone: 605-626-7096
Email: ryan.smith@aberdeen.sd.us

COMPENSATION

The fees shown below are based on our past work experience and understanding of the project scope. Our fees for each task are provided as follows:

TASK/PHASE	ESTIMATED HOURS	FEE
1. Base Mapping, Information Gathering, & Site Analysis	3-4	\$480 - 640
2. Site Visit & Initial Project Meeting (including travel time)	16	2,560
3. Concept Alternatives	12-16	1,920 - 2,560
4. Refined Master Plan & Narrative	24-32	3,840 - 5,120
5. Phasing Diagram	3-4	480 - 640
6. High Level Cost Estimating	4-6	640 - 960
7. Project Coordination	6-10	960 - 1,600
PROPOSED FEE TOTAL	68-88	\$10,880-14,080

8. OPTIONAL Presentation to Cemetery Board (including travel time) ... 12..... 1,920

ANTICIPATED REIMBURSABLE EXPENSES (mileage, lodging, meals) \$750 - 900 per trip

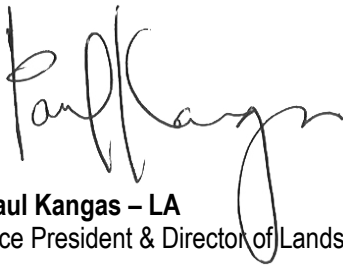
1. Compensation is based on the hourly rates as noted below:
Landscape Architect.....\$160/hour
Draftsperson.....\$120/hour
2. Invoices will be sent monthly based on the percentage of work completed and/or additional services performed through the date of billing. Payments are due within 30 days of the invoice date. Late payments are charged interest at a rate of 1% per month.
3. Only the services listed in the "Scope of Services" above are included in this proposal. Any revisions to documents which could not have been anticipated, and are required by you, the City, or others may increase the proposed fees. If additional services are necessary, they will be provided in accordance with our hourly rate fee schedule as indicated above. Any additional work or costs will be discussed with you prior to the start of the specific scope change required.

CONCLUSION

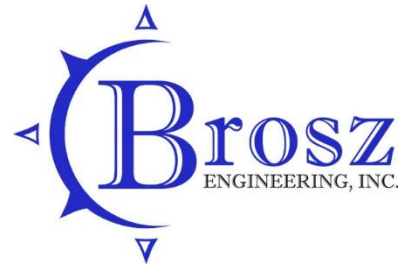
Change is sometimes difficult, but even cemeteries must adapt to the new consumer preferences and societal evolution that affects these important places of remembrance and memorialization. The longstanding accepted traditions may no longer best position your facility. Consumers are expressing increased interest and demand for unique cremation and alternative memorialization options. Taking a fresh look at your facility, with a skilled design partner, can help you better understand how you might adapt to meet the shifting demographic and market forces.

We appreciate your consideration of this proposal and welcome an opportunity to provide any clarifications or additional information you may need. I am excited about the project and look forward to being selected as your cemetery planning consultant.

Sincerely,
IOA Inc.

A handwritten signature in black ink, appearing to read "Paul Kangas". The signature is fluid and cursive, with the first name "Paul" and last name "Kangas" clearly distinguishable.

Paul Kangas – LA
Vice President & Director of Landscape Architecture



WORK ORDER/PROPOSAL FOR PROFESSIONAL SERVICES

TO:	City of Mitchell	BROSZ PROPOSAL #:	NA
CONTACT:	Jason Gunnare	BROSZ PROJECT #:	2507XXX
ADDRESS:	612 North Main Street Mitchell, SD 57301	CLIENT PO#:	NA
		JOB TITLE:	Graceland Cemetery – Northeast Expansion (Final Design)
OFFICE:	605-656-1324	JOB LOCATION:	Mitchell, SD
CELL:	605-656-1324		
EMAIL:	jgunnare@cityofmitchell.org		

BROSZ ENGINEERING WILL PROVIDE THE FOLLOWING SERVICES TO THE CLIENT AS SET FORTH BELOW:

Scope of Services:

The complete scope of services listed on Exhibit A is included with this transmittal.

Compensation:

The services as outlined in Exhibit A will be provided at an **hourly not to exceed fee of \$39,240** for the Final Design of the Northeast Expansion of the Graceland Cemetery. A breakdown of the fees to complete these services is shown in Exhibit B.

The Design Fee has been broken down into two separate products and schedules, as follows:

1. 60% Design - \$23,540
2. Final Design - \$15,700

This work order/proposal incorporates and includes the attached Rate Sheet and General Conditions.

Acceptance & Authority:

Accepted:	_____	Accepted:	Brosz Engineering, Inc.
Signature:	_____	Signature:	_____
Printed:	_____	Printed:	Brad Lawrence
Title:	_____	Title:	Senior Engineer
Date:	_____	Date:	06/02/2025

Please sign, retain one copy for your records and return one copy to Brosz Engineering Inc. for authorization to proceed.

A: 704 E. Havens Avenue, Mitchell, SD 57301

P: (605) 597-4700

W: broszeng.com

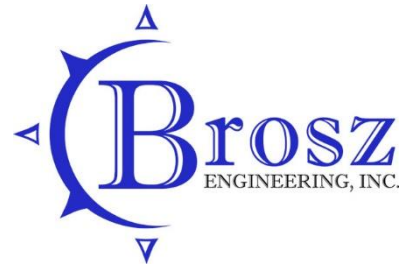


EXHIBIT A

SCOPE OF SERVICES FOR CONSULTANT SERVICES

Date: 06/02/2025

PROJECT INFORMATION

Project consists of completed Final Design of the Graceland Cemetery *northeast expansion* of approximately 2.23 acres.

SCOPE OF WORK

Brosz Engineering, Inc. will provide the following work items for the project:

1. Topographical/Boundary Survey
2. Concept Development
3. Scoping, Progress and Coordination Meetings
4. Preliminary Design
5. Preliminary Cost Estimate
6. Final Design
7. Final Plan Development
8. Final Cost Estimate

NOT INCLUDED: (Services may be available for an additional negotiation fee.)

- Geotechnical Investigation
- Wetland Delineation & 404 Permitting with the COE
- Permitting
- Electrical/Lighting Design
- Bid Letting Services
- Contract Administration
- Construction Management
- Construction Administration
- Construction Staking

DELIVERABLES

Brosz Engineering, Inc. will provide the following deliverables for the project:

1. Topographical/Boundary Survey
2. Concept Site Alternative Layout(s) (x2)
3. Concept Section-Elevation(s) (x2)
4. Preliminary Plan Sheets
5. Preliminary Cost Estimate
6. Final Bid Documents
7. Final Cost Estimate

EXHIBIT B FEE FOR CONSULTANT SERVICES

Attachment 1

		Project																															
TASK NUMBER																																	
		Senior Principal	Senior Engineer I	Senior Engineer II	Engineer I	Engineer II	Engineer III	Engineer IV	Senior Engineering Manager I	Senior Engineering Manager II	Senior Engineering Tech. I	Senior Engineering Tech. II	Engineer Tech. I	Engineer Tech. II	Engineer Tech. III	Engineer Tech. IV	Survey Principal (Field)	Survey Principal (Computations)	Survey Manager (Field)	Survey Manager (Computations)	Senior Surveyor (Field)	Senior Surveyor (Computations)	Surveyor I (Field)	Surveyor I (Computations)	Surveyor II (Field)	Surveyor II (Computations)	Surveyor III (Field)	Surveyor III (Computations)	Surveyor IV (Field)	Surveyor IV (Computations)	Survey Assistant	Drone Survey	GIS Coordinator
1000	Project Management																																
	Site Visit	2																															
	Staff Coordination	2																															
1100	Meetings																																
	City Council	1																															
	Project Team - Kick Off	3											3									2											
	Coordination	3											3									1											
	Client Progress	3											3																				
1200	Contract Administration																																
	Job setup - CORE	1																															
3000	Boundary Survey																																
	Legal Survey - Find Lot Pins																					8											
	Research																					5											
3200	Drone Survey																																
	Lidar for topology																															8	
3300	Field Survey Assistant																																
	Drone data processing												16																				
6200	Construction Estimating																																
	Final Design Estimate	1	2										8																				
6300	Final Design																																
	Conceptual Design 30% - 2 layouts	2	2										26																				
	Conceptual Design Vertical Sections												16																				
	Preliminary Design 60%	4	4										30																				
	Final Design & Spec Book	2	2										40																				
8200	Project Closeout																																
	Engineer of Record	2																															
	Final Documents	1	4										4																				
TOTAL HOURS																																	
		Senior Principal	12	hrs @	\$230.00	=	\$2,760.00																										
		Senior Engineer I	29	hrs @	\$220.00	=	\$6,380.00																										
		Senior Engineer II	0	hrs @	\$210.00	=	\$0.00																										
		Engineer I	0	hrs @	\$200.00	=	\$0.00																										
		Engineer II	0	hrs @	\$180.00	=	\$0.00																										
		Engineer III	0	hrs @	\$165.00	=	\$0.00																										
		Engineer IV	0	hrs @	\$145.00	=	\$0.00																										
		Senior Engineering Manager I	0	hrs @	\$210.00	=	\$0.00																										
		Senior Engineering Manager II	0	hrs @	\$195.00	=	\$0.00																										
		Senior Engineering Tech. I	0	hrs @	\$185.00	=	\$0.00																										



A: 704 E. Havens Avenue, Mitchell, SD 57301 P: (605) 597-4700 W: broszeng.com

BOWMAN, STANLEY & WATFORD CITY NORTH DAKOTA MITCHELL, PIERRE, SIOUX FALLS & STURGIS SOUTH DAKOTA

General Conditions

Total Agreement: This Agreement (consisting of the Work Order/Proposal for Professional Engineering Services, these General Conditions, and any expressly incorporated attachments), constitutes the entire Agreement between the Client and Brosz Engineering, Inc. (Brosz) and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

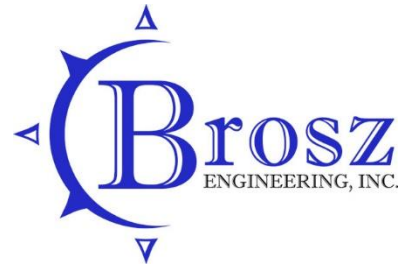
General Considerations:

- A. The standard of care for all services performed or furnished by Brosz under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Brosz makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Brosz. Subject to the foregoing standard of care, Brosz and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Brosz shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Brosz shall not be responsible for the acts or omissions of any Contractor.
- C. Any opinions of probable construction cost provided by Brosz are to be made on the basis of experience and general familiarity with the construction industry. However, because Brosz has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Brosz cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Brosz.
- D. To the fullest extent permitted by law, Client and Brosz (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Brosz's total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is less.
- E. This Agreement is to be governed by the law of the state in which the Project is located.

Payment Procedures: Invoices shall be prepared in accordance with Brosz's standard invoicing practices and will be submitted to the Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due within 30 days after receipt of invoice, the amount due will be increased at the rate of 18% per annum on the unpaid balance.

Termination: The obligation to continue performance under this Agreement may be terminated for convenience by the Client effective upon Brosz's receipt of written notice from Client, or for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Upon termination, Brosz will be entitled to invoice Client and to receive full payment for services performed or furnished in accordance with this Agreement incurred through the effective date of termination.

Severability: In the event any provision of these General Conditions, in whole or in part, is held invalid or unenforceable under applicable law, the General Conditions shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.



WORK ORDER/PROPOSAL FOR PROFESSIONAL SERVICES

TO:	City of Mitchell	BROSZ PROPOSAL #:	NA
CONTACT:	Jason Gunnare	BROSZ PROJECT #:	2507-
ADDRESS:	612 North Main Street Mitchell, SD 57301	CLIENT PO#:	NA
OFFICE:	605-656-1324	JOB TITLE:	Graceland Cemetery – West Expansion (Final Design)
CELL:	605-656-1324	JOB LOCATION:	Mitchell, SD
EMAIL:	Jason.Gunnare@cityofmitchellsd.gov		

BROSZ ENGINEERING WILL PROVIDE THE FOLLOWING SERVICES TO THE CLIENT AS SET FORTH BELOW:

Scope of Services:

The complete scope of services listed on Exhibit A is included with this transmittal.

Compensation:

The services as outlined in Exhibit A will be provided at an **hourly not to exceed fee of \$51,415** for the Design of the West Expansion of the Graceland Cemetery. A breakdown of the fees to complete these services is shown in Exhibit B.

The Design Fee has been broken down into two separate products and schedules, as follows:

1. 60% Design - \$31,405
2. Final Design - \$20,010

This work order/proposal incorporates and includes the attached Rate Sheet and General Conditions.

Acceptance & Authority:

Accepted:	_____	Accepted:	Brosz Engineering, Inc.
Signature:	_____	Signature:	_____
Printed:	_____	Printed:	Brad Lawrence
Title:	_____	Title:	Senior Engineer
Date:	_____	Date:	06/02/2025

Please sign, retain one copy for your records and return one copy to Brosz Engineering, Inc. for authorization to proceed.

A: 704 E. Havens Avenue, Mitchell, SD 57301

P: (605) 597-4700

W: broszeng.com

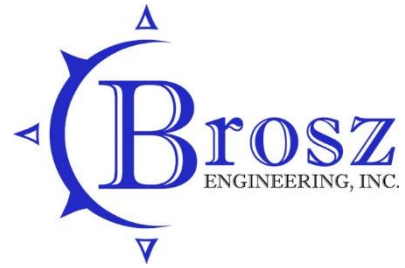


EXHIBIT A

SCOPE OF SERVICES FOR CONSULTANT SERVICES

Date: 06/02/2025

PROJECT INFORMATION

Project consists of completed Final Design of the Graceland Cemetery *west expansion* of approximately 20.0 acres.

SCOPE OF WORK

Brosz Engineering, Inc. will provide the following work items for the project:

1. Topographical/Boundary Survey
2. Concept Development
3. Scoping, Progress and Coordination Meetings
4. Preliminary Design
5. Preliminary Cost Estimate
6. Final Design
7. Final Plan Development
8. Final Cost Estimate

NOT INCLUDED: (Services may be available for an additional negotiation fee.)

- Geotechnical Investigation
- Wetland Delineation & 404 Permitting with the COE
- Permitting
- Electrical/Lighting Design
- Bid Letting Services
- Contract Administration
- Construction Management
- Construction Administration
- Construction Staking

DELIVERABLES

Brosz Engineering, Inc. will provide the following deliverables for the project:

1. Topographical/Boundary Survey
2. Concept Site Alternative Layout(s) (x2)
3. Concept Section-Elevation(s) (x2)
4. Preliminary Plan Sheets
5. Preliminary Cost Estimate
6. Final Bid Documents
7. Final Cost Estimate

Project

Page 38 of 42

General Conditions

Total Agreement: This Agreement (consisting of the Work Order/Proposal for Professional Engineering Services, these General Conditions, and any expressly incorporated attachments), constitutes the entire Agreement between the Client and Brosz Engineering, Inc. (Brosz) and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

General Considerations:

- A. The standard of care for all services performed or furnished by Brosz under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Brosz makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Brosz. Subject to the foregoing standard of care, Brosz and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Brosz shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Brosz shall not be responsible for the acts or omissions of any Contractor.
- C. Any opinions of probable construction cost provided by Brosz are to be made on the basis of experience and general familiarity with the construction industry. However, because Brosz has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Brosz cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Brosz.
- D. To the fullest extent permitted by law, Client and Brosz (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Brosz's total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is less.
- E. This Agreement is to be governed by the law of the state in which the Project is located.

Payment Procedures: Invoices shall be prepared in accordance with Brosz's standard invoicing practices and will be submitted to the Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due within 30 days after receipt of invoice, the amount due will be increased at the rate of 18% per annum on the unpaid balance.

Termination: The obligation to continue performance under this Agreement may be terminated for convenience by the Client effective upon Brosz's receipt of written notice from Client, or for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Upon termination, Brosz will be entitled to invoice Client and to receive full payment for services performed or furnished in accordance with this Agreement incurred through the effective date of termination.

Severability: In the event any provision of these General Conditions, in whole or in part, is held invalid or unenforceable under applicable law, the General Conditions shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.







Welcome To -
GRACELAND CEMETERY

NOTICE

Graceland Cemetery is a private cemetery and is not a public place. It is the property of the Graceland Cemetery Association. The Association is not responsible for the actions of individuals who enter the cemetery. The Association is not responsible for the actions of individuals who enter the cemetery. The Association is not responsible for the actions of individuals who enter the cemetery.