



Community Services Board Agenda
City Council Chambers, City Hall, 612 N. Main Street
December 4, 2025

- 1. 10:00 AM Call to Order**
- 2. Roll Call**
- 3. Approval of the Agenda**
- 4. Approve Minutes From Previous Meeting**
- 5. 4th of July Holiday Hours**
- 6. DOT Follow-Up Report**
- 7. Transit Vehicle Maintenance Program**
- 8. Palace Transit Asset Maintenance Plan**
- 9. Palace Transit 2025 Coordination Plan Update**
- 10. FY 2024 Transit Statistical Report**
- 11. Airport Transportation**
- 12. Staffing**
- 13. Nutrition Contract**
- 14. Nutrition Snow Flakes**
- 15. Open Meeting Laws**

16. Citizens Input

17. Department Reports

A. Palace Transit

B. Adult Nutrition

C. Mitchell Volunteer Program

D. James Valley Community Center

18. Next Meeting

19. 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
September 11, 2025

1. Call To Order

Jay Larson called the September 11th, 2025, Community Services Advisory Board Meeting to order at 10:00am.

2. Roll Call

Members Present: Jay Larson, Penny Virchow, Wendy Linke, Kristi Bitterman, Jan Quenzer, and Sarah Beckstrom

Members Absent: Al Jacklin and Cole Morgan

Ex-Officio Members Present: John Doescher

Staff Present: Jessica Pickett and Amy Hurt

3. Approval of the Agenda

A motion was made by Kristi Bitterman second by Sarah Beckstrom to approve the agenda. All members present voting aye, motion carried.

4. Approve Minutes from Previous Meeting

A motion was made by Jay Larson second by Jan Quenzer to approve the January 2025 meeting minutes. All members present voting aye, motion carried. Due to no quorum at the May meeting, there was a summary of what was discussed, and no approval is needed.

5. Transit Program Review

The tri-annual Palace Transit Program Review was done on September 10, 2025. The state looks at the financials, administration, management, personnel, bus facility, buses, and the procurement. The final results will be sent out later this month.

6. Jefferson Lines

Jefferson Lines is a bus line that goes through South Dakota from east to west and north to south. Palace Transit is now a Ticket Provider for Jefferson Lines, with a percentage of all sales going to Palace Transit.

7. Transit Rider Appeal Update

The Transit Rider Appeal that was discussed at our last meeting, passed on an email vote, and the rider has been riding with no issues.

8. New Hires

We have hired Tyson Sprinkel as a full-time bus driver and Tyson Patton as a part-time bus driver. The part-time office position has also been filled by Shirley Tschetter. Shirley is multilingual, and is able to help out with our Spanish-speaking clients.

9. Nutrition Subrecipient Monitoring Desk Review

A Subrecipient Monitoring Desk Review of the City of Mitchell Adult Nutrition Program records for January–June 2025 was conducted by the state. The state looks at the operational and financial condition of the program. There were no findings for this review.

10. Adult Nutrition Program Supplement Provisions

The final provisions have not come out yet, but one of the main changes will be a limit of 10 meals per person a week. This will include the Congregate Meals, Dine Card Meals, and the Second Meals.

11. Adult Nutrition Contract

The 2025/2026 Adult Nutrition Contract dollar amount has been decreased for this year, and we were told there would not be funds for amendments. We have received the award amount, but not the actual contract. Jessica has been in contact with many legislators to help increase the funding for the Adult Nutrition Programs. She has attended the Tripp City Council Meeting, Parkston City Council Meeting, and the Hutchinson County Meeting, to ask for funding assistance with any shortfalls in funding,

12. Adult Nutrition Suggested Contribution

Board members were given the Congregate Meal Rates from all across South Dakota. We currently have the lowest rates in the state for congregate eligible and ineligible meals. With the cost of food and the decrease in the contract amount, it was suggested that we raise the meal rates, which led to a lengthy discussion. A motion was made by Jan Quenzer second by Sarah Beckstrom to raise the eligible meal contribution to \$5.00 and the ineligible meal cost to \$10.00. The members present voting were 3 yes and 3 no, motion failed. A motion was made by Penny Virchow second by Kristi Bitterman to raise the eligible meal contribution rate to \$5.00 and the ineligible meal cost to \$8.00. Five of the six members present voting aye, motion carried. The meal increase recommendation will now go to the Mitchell City Council on Monday, October 6th, 2025.

13. Cathedral Squares Nutrition Site

Cathedral Squares Board decided they no longer wanted to pay for a Nutrition Site Coordinator, and told the current coordinator before contacting us. The Nutrition Site Coordinator then resigned after hearing that. With no site coordinator or funds to pay for one, and all the other cuts, plus the lower meal counts at Cathedral Squares, it was decided to close that site. Eligible participants can ride the Palace Transit Bus for free and come to the James Valley Community Center for a meal.

14. JVCC Food Safety Inspection

The James Valley Community Center scored 100% on the Department of Health — Food Service Inspection that was done on August 18th, 2025. There were no findings.

15. United Way Funding

The James Valley Community Center received \$7,000, Adult Nutrition received \$2,000, and the Mitchell Volunteer Program received \$0.00 from the Mitchell United Way for 2026.

16. Citizens Input

Deb Olson and Judy Gaston from the Mitchell Food Pantry addressed the board, asking for help from Palace Transit to help with transportation for their clients to and from the food pantry. A meeting will be set up to discuss the options.

17. Department Reports & Updates

A. Palace Transit

The year-to-date Ridership Report for April, June, and July was given to the board members. The report breaks down the rides by the purpose of the ride and the driver. The trip purposes include, education, employment, medical, nutrition, shopping, and social rides.

B. Adult Nutrition

Board members were given the April—August Nutrition reports. For this fiscal year we are down compared to last year and our projections. The Dine Card and Second Meals are both up compared to last year.

C. Mitchell Volunteer Program - MVP

We currently have 127 volunteers enrolled in the Mitchell Volunteer Program. The report given to the board members shows the non-profits in the community where volunteers helped from April to August.

D. James Valley Community Center - JVCC

The activity calendars were provided for the board members to show all the activities that are happening at the James Valley Community Center. JVCC's Activities Coordinator, Betty Anderson, continues to bring new activities and events to the center.

18. Next Meeting

The next meeting will be on Thursday, November 13th, 2025 at 10:00am.

19. Adjournment

The meeting was adjourned by Jay Larson at 10:47am.



DEPARTMENT OF TRANSPORTATION

Section 5311 and 5310 Compliance and Good Practices Follow-up Report and Findings

Grantee: Palace Transit

Reviewer(s): Monte Meier & Brenda Sharkey

Site Review Date: 9/10/2025

File Review Date: 9/22/2025

Administration and Management

Governance

There were no findings in the Governance Section.

Managerial Capacity

There were no findings in the Managerial Capacity Section.

Control Environment

There were no findings in the Control Environment Section.

Financial Management

There were no findings in the Financial Management Section.

Technology and Information Systems

There were no findings in the Technology and Information Systems Section.

Satisfactory Continuing Control

There were no findings in the Satisfactory Continuing Control Section.

- | |
|--|
| 1. Is all equipment permanently tagged or stamped, or tracked in a database with an identification number? |
|--|

SD DOT Response: No equipment was tagged.

Palace Transit: All equipment is tagged with a sticker that includes an inventory number and bar code. The binder with this information was shown to Brenda. After review of notes and conversation with Procurement Specialist, this was determined to be NOT a finding. – Monte Meier

- | |
|---|
| 1. Is there a current, complete inventory of all equipment? |
|---|

SD DOT Response: No equipment list at time of inspection

Palace Transit: All inventory listing is kept in a binder in the Directors Office that includes the inventory number. The binder with this information was shown to Brenda. After review of notes and conversation with Procurement Specialist, this was determined to be NOT a finding. – Monte Meier

Procurement

- | |
|---|
| 13. What purchases did you make with FTA funds since the last site visit? What procedures were followed for each of the purchases? Did the procedures follow full and open competition? Example: fuel, maintenance services, vehicles, construction, Professional services. |
|---|

SD DOT Response: The following is a summary of each procurement reviewed

Purpose: Fuel

Procurement Method: Annual Quotes

Missing: No documentation provided

Notes: During review, it was noted that no signed federal certifications were provided for fuel procurement.

Palace Transit: Updated and submitted

Purpose: Cameras

Procurement Method: Quotes

Notes: The camera micro-purchase file was complete and contained all required documentation. The procurement record was well organized, and the supporting materials were presented clearly and logically, demonstrating compliance with applicable micro-purchase requirements.

Concise:

The camera micro-purchase file had all the required documents and was well organized.

Purpose: Workstation

Procurement Method: Annual Quotes

Notes: The workstation micro-purchase file was complete and contained all required documentation. The procurement record was well organized, and the supporting materials were presented clearly and logically, demonstrating compliance with applicable micro-purchase requirements.

Concise:

The camera micro-purchase file had all the required documents and was well organized.

Debarment/Suspension

There were no findings in the Debarment/Suspension Section.

Lobbying

There were no findings in the Lobbying Section

Disadvantaged Business Enterprise

There were no findings in the Disadvantaged Business Enterprise Section

Personnel

There were no findings in the Personnel Section.

Equal Employment Opportunity (EEO)

There were no findings in the Equal Employment Opportunity Section.

Operations and Service Provision

Service Provision

There were no findings in the Service Provision Section.

Inter City Bus

There were no findings in the Inter City Bus Section.

Maintenance

Update asset maintenance plan to incorporate preventative maintenance schedules for all assets, including vehicles, equipment, facilities, and accessibility components such as wheelchair lifts.

Vehicle Maintenance

4. Is a preventive maintenance program in place for lifts and other accessibility features?

SD DOT Response: The current schedule needs to be added to the Asset Maintenance Plan.

Palace Transit: Updated attached

19. Does the written plan or inspection checklist address facilities such as the drive through window ?

SD DOT Response: Schedules need to be created and added to the Asset Maintenance Plan.

Palace Transit: Updated attached

22. Do preventive maintenance checklists follow the minimum requirements determined by the manufacturer, supplier, or builder?

SD DOT Response: Schedules needs to be added to the Asset Maintenance Plan.

Palace Transit: Updated attached

24. Do the files indicate that preventive maintenance inspections of facilities and related equipment are conducted at the intervals required by the plan?

SD DOT Response: No documented intervals in the facility maintenance plan

Palace Transit: Updated attached

Safety and Security

There were no findings in the Safety and Security Section.

ADA

There were no findings in the ADA Section.

Drug and Alcohol Program

There were no findings in the Drug and Alcohol Program Section.

Charter Bus

There were no findings in the Charter Bus Section.

School Bus

There were no findings in the School Bus Section.

Service Planning

Service Eligibility

There were no findings in the Service Eligibility Section.

Nondiscrimination in the Delivery of Service

There were no findings in the Nondiscrimination in the Delivery of Service Section

Public Involvement

There were no findings in the Public Involvement Section

Marketing

There were no findings in the Marketing Section.

Planning and Coordination

There were no findings in the Planning and Coordination Section.

Facility, Equipment and Vehicle Inspection Follow-up

SD DOT Response: While inspecting bus barn, SDDOT found wheelchair securements left in vehicle #84 that was parked at the garage. Bus #754 had an expired first aid kit. The rest of the checked kits at the barn were still within date range.

Palace Transit: All Drivers were notified during monthly training to make sure they are NOT leaving wheelchair securements in floor. First aid kit has been updated.

SD DOT Ride Along

SD DOT Response: Monte conducted the ride along with Kevin in #749. The bus was clean, and Kevin greeted each customer as they boarded the bus. He stated he hasn't been a driver for very long. Kevin was engaged with each passenger on the bus and created a friendly environment on the bus. When I entered the bus, there was 2 wheelchair securements left in the floor. The next passenger being picked up was in a wheelchair. I did not observe a wheelchair strap being used while loading the passenger on the ramp. The passenger was properly secured before leaving. After dropping the passenger off, Kevin again left 2 wheelchair securements stuck in the floor. The 2 that were removed were tucked between the folded-up seat and bus wall instead of the securement bag provided. Securements left in the floor present a tripping hazard to passenger entering and exiting the bus and unsecured items can become projectiles in the event of an accident.

Palace Transit: All Drivers were notified during monthly training to make sure they are NOT leaving wheelchair securements in floor

Submitted Document Review

SD DOT Response: All documents were submitted to the DOT prior to the review.

Documents provided: All documents were submitted to the DOT prior to the review.

Please sign the acknowledgement form and return it within 30 days of receiving this along with your plan of action to correct the issues mentioned within by October 24, 2025.

Vehicle Maintenance Program

The goals of the vehicle maintenance program of the City of Mitchell/Palace Transit are to support safe, quality, and reliable transit services while making maximum use of financial resources. The purpose of the maintenance plan is to provide consistent, systematic and integrated program guidance that will enable the City of Mitchell/Palace Transit to properly maintain and service its vehicles in support of revenue operations. An effective maintenance plan ensures safe, clean and comfortable transit vehicles on the road and maximizes transit vehicle life.

Service Provider

City of Mitchell/Palace Transit is the operator of transit services in Davison County. The headquarters for the transit operation is located in Mitchell, SD.

Agency Policies and Procedures

City of Mitchell/Palace Transit operates under the guidance of Policies and Procedures which have been reviewed and passed by its governing City Council. All agency employees have copies of the agency policies and procedures and are aware of their rights and responsibilities as represented in this document.

City of Mitchell/Palace Transit's policies and procedures reflect compliance with all applicable regulatory requirements as provided by the Federal Transit Administration and the South Dakota Department of Transportation.

Inventory of Assets

City of Mitchell/Palace Transit maintains an accurate, current inventory of all transit assets. The City of Mitchell/Palace Transit sets its own replacement schedule; however, the State DOT establishes the minimum useful life for vehicles. Occasionally, vehicles remain on the asset list and are used as back-up vehicles or in transit operations (if mechanically sound and presentable) even though they may have passed their required useful life.

Preventive Maintenance (PM)

Regular maintenance is performed at pre-scheduled cycles to ensure optimal performance, efficiency, safety and reliability of assigned equipment. Preventive maintenance is based on the manufacturer's suggested recommendations. Palace Transit bus operator must do daily pre and post trip inspections. If maintenance is needed the paper pre-post trip inspection sheet is to be filled out and given to transit supervisor. Transit supervisor complete a vehicle defect and correction report (see attachment) and sent to the City mechanics.

During the PM scheduled service, the mechanic will document all defects found and will have all defects listed on the repair order and corrected prior to returning the transit vehicle to service. Once maintenance is completed City mechanics send completed repair order to Palace Transit and it is entered into Thingtech under correct vehicle.

2.26.2019

Individual Maintenance Records

Individual maintenance records are kept for each vehicle in individual binders in transit supervisor office and recorded in Thingtech. All maintenance performed on the vehicle will be recorded and maintained for as long as, the City of Mitchell/Palace Transit owns the vehicle. When vehicle is released from State, maintenance record must be kept for an additional 3 years.

Pre-Trip Inspections

Specific procedures are outlined and monitored to ensure that all vehicles are inspected prior to the transit vehicle being put into service each day. Drivers perform a comprehensive checklist of essential maintenance elements and record the results on the designated Pre-Trip Inspection form.

Paper pre and post-trip inspection sheets are turned in to the main office and monitored for completion and any noted defects.

Vehicle Cleaning

Palace Transit bus operators are to do weekly vehicle cleaning and when completed they fill out the checklist and turn into transit supervisor. A excel spreadsheet is kept tracking vehicle cleaning.

Wheelchair Lift Inspection and Maintenance

The Pre-Trip Inspection form includes inspection of wheelchair lifts. In compliance with the requirements of the Americans with Disabilities Act (ADA), monitoring of all wheelchair lifts is included as part of the Pre-Trip Inspection and the Preventive Maintenance process. The lift is cycled as part of the Pre-Trip Inspection, and maintenance will include replacement of worn components and all adjustments as necessary for peak performance.

Vehicle Breakdown

In the event of a transit vehicle breakdown, a spare unit will be provided to replace the disabled vehicle as soon as possible. Backup vehicles are not immediately available in all locations. However, efforts will be made to have a replacement vehicle in place as soon as it is reasonably possible to do so. Having a vehicle available for each scheduled route is a priority for the City of Mitchell/Palace Transit.

Spare Vehicle/Back-up Capacity

In order to maintain services without disruption when regularly assigned vehicles are down for maintenance servicing or repair, agencies need to maintain an appropriate number of back-up/spare vehicles. One published rule-of-thumb suggests that 85% of an agency's total fleet should be available for active revenue service (passengers on board), with 15% assigned as back-up vehicles for maintenance service and accident downtime.

More specific guidelines have been published for assisting agencies to determine the appropriate ratio of back-up vehicles for their fleet. Agencies should note these are general guidelines, not hard-and-fast rules. Some other factors the agency should consider in determining appropriate back-up vehicle capacity include geography, type of terrain traveled, road conditions, harsh weather conditions, length of routes, and condition of the current fleet.

Palace Transit fleet consists of 12 buses and 2 vans. On a daily basis we have 2 back up vehicles.

Warranty Recovery

Vehicle and parts warranties will be monitored to make sure that bus equipment and parts are repaired and maintained under the manufacturer's warranty. Warranties are monitored for expiration and where the item should be serviced, so that problems can be addressed by the appropriate source and any concerns can be taken care of before the warranties expire.

Vehicle Servicing

Vehicles will be monitored for interior and exterior cleanliness. This will include daily cleaning as well as periodic more thorough cleaning. Exterior washing will be done at least once weekly.

Vehicle Storage

Efforts are made to ensure that vehicles are stored in as safe and secure an area as possible. Currently, all vehicles are stored in the transit bus garage located at 1321 W 8th ave which is within a gated area. A electronic key is needed to enter the area after hours. Security surveillance is provided at the bus garage. Transit Supervisor and City IT has access to the video.

Operator Training

The City of Mitchell/Palace Transit makes every effort to have reliable, responsible, safe, courteous, and well-trained bus drivers. City of Mitchell/Palace Transit conducts background checks on all employees prior to a final hiring decision. All prospective drivers receive pre-employment drug tests and DOT physicals. As available, the City of Mitchell/Palace Transit provides PASS training and other appropriate training for its drivers.

Emergency Equipment on Vehicles

Emergency equipment is located on all agency vehicles and is inspected as part of the Pre-Trip Inspection. Fire extinguishers with an ABC rating are located within easy reach of the bus driver and are tested yearly. Additional emergency equipment on board each vehicle includes: a first aid kit; reflective triangles; a biohazard kit and a seat belt cutter.

Accident/Incident Reporting

City of Mitchell/Palace Transit employees are required to report all accidents and incidents. Report forms are available for this purpose. Notification procedures have been established so that bus drivers are aware of whom to contact in case of an accident or emergency. Transit employees are also aware of the drug testing requirements in certain accident situations.

IN-HOUSE VERSUS CONTRACTED VEHICLE MAINTENANCE

SDDOT will accept both in-house and out-sourced (contracted) preventive maintenance programs that meet state and federal requirements. The same eligibility for capital reimbursements in grant programs apply to in-house and contracted or vendor performed maintenance. The grant recipient agency also has the same responsibility to monitor and manage its vehicle maintenance program, whether the maintenance is performed at the agency's facilities, is out-sourced to a single contractor, or is performed by local vendors.

The majority of Palace Transit vehicle maintenance is completed by City of Mitchell mechanics. If maintenance staff is unable to complete repairs they will out-source repair (such as transmission repairs).

Responsibility for Vehicle Maintenance Program

The Director of the City of Mitchell/Palace Transit is responsible for the administration of the Vehicle Maintenance Program.

Contact: Jessica Pickett, Director

300 W 1st Ave

Mitchell, SD 57301

(605) 995-8440

Palace Transit Vehicle

Inspection Scheduled Maintenance Intervals

DIESEL VEHICLES

Every 3,000 Change engine oil and filter. Replace engine air filter.

5,000 Inspect brake system, inspect & lubricate u-joints.

Every 15,000 Inspect automatic transmission fluid level.

Inspect brake pads, shoe rotors, drums, brake linings, hoses and parking brake.

36,000 Fuel filter service.

Every 60,000 Replace front wheel bearing grease & Grease seal if using no sealed bearings.

Replace Spark plugs.

90,000 Inspect accessory drive belt, Replace at 150,000.

100,000 Cooling System service, change rear axle fluid.

GAS VEHICLES

Every 3,000 Change engine oil and filter. Replace engine air filter.

5,000 Inspect brake system, inspect & lubricate u-joints.

Every 15,000 Inspect automatic transmission fluid level.

Inspect brake pads, shoe rotors, drums, brake linings, hoses and parking brake.

36,000 Fuel filter service.

Every 60,000 Replace front wheel bearing grease & Grease seal if using no sealed bearings.

Replace Spark plugs.

90,000 Inspect accessory drive belt, Replace at 150,000.

100,000 Cooling System service, change rear axle fluid.

AS NEEDED MAINTENANCE: (OPERATOR)

*Fuel as needed

*Wash vehicle exterior as needed (minimum weekly)

*Clean interior window glass, wipe seats, mop floor (minimum weekly)

PALACE TRANSIT VEHICLE DEFECT AND CORRECTION REPORT

Vehicle #: _____ Current Mileage: _____

PROBLEM IDENTIFICATION

Driver/Supervisor/Mechanic _____

Date and Time _____

Vehicle Problem Description:

MAINTENANCE PERFORMED

Mechanic/Supervisor

Mileage at time of Service: _____ Labor Hours: _____

Date and Time

Vehicle Maintenance Performed:

Mechanic/Supervisor Signature

Additional comments should be written on the back of this form.

Transit Supervisor Signature: _____ Date: _____

Vehicle Pre-Trip Inspection Checklist

Vehicle # _____

Driver: _____

Beginning Mileage: _____

Inspection Start Time: _____

Vehicle Post-Trip Inspection Checklist

Date: _____

Ending Lift Count: _____

Ending Mileage: _____

Inspection End Time: _____

Report all repairs needed below in comment area.

Added (A) Checked (X) Repair Needed (R)

Items to Check Daily	Pre-Trip	Post-Trip
Oil Level		
Transmission Level		
Coolant Level		
Power Steering Level		
Brake Fluid		
Belts/Hoses/Wires/Batteries		
Water/Fluid Levels		
Windshield/Wipers/Washer Fluid		
Headlights - Hi-Low/Daytime Running		
Directional Lights		
Emergency Flashers		
Brake/Back-up Lights		
Clearance Lights		
Tail lights		
Back up Alarm		
Mirrors		
Doors/Locks		
Tires/Lug Nuts/Tire Pressure		
Steering Wheel		
Exterior Clean		
Interior Clean		
Modesty Panel/Stanchions		
Warning Triangles		
Securement Tracks Clean		
Walker Securement		
Oxygen Tank Holder		

Items to Check Daily	Pre-Trip	Post-Trip
Gauges: Fuel/Oil/Volt/Temp		
Brake Pedal/Emergency Brake		
Registration/Insurance Info		
Inspection Sticker/Exterior Decals		
A/C, Defroster, Heater-Front & Rear		
Passenger Entrance Door/Light		
Interior Lights		
Horn/Radio/PA & Passenger Signaling		
Seats/Seat Belts/Hand Rails		
Securement System		
WheelChair Lift/Ramp/Interlock System (if applicable)		
First Aide/Bloodborne Kit (not expired)		
Roof Hatch (if applicable)		
Fire Extinguisher/Reflectors		
Leaks		
Body Panel		
Logo/Striping		
Exhaust System		
Interior Advertising (if applicable)		
Exterior Advertising		
Seat Belt Cutter		
Windows/Emergency Windows		
Title VI Sticker		
Oil Change Needed		
Mileage Due?		
Emergency Procedures		

Any New Body Damage? If so, when? _____

Other Comments: _____

Notified Supervisor of any repairs needed: _____ YES _____ NO **Fuel Level** 1/4 1/2 3/4 Full

Driver Signature: _____ **GALLONS ADDED:** _____

MUST BE FILLED IN WITH CORRECT INFO. IF WORK NEEDS TO BE DONE YOU MUST TURN THE SLIP INTO SUPERVISOR.

10.15.25

IF YOU DO NOT TAKE THE BUS ASSIGNED TO YOU, YOU MUST NOTIFY THE OFFICE RIGHT AWAY



Asset Maintenance Plan

City of Mitchell/Palace Transit

Adopted 7/16/2020

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Purpose

Through a system of periodic inspections and preventive maintenance to be performed at certain defined intervals, City of Mitchell/Palace Transit assures all assets are properly maintained. The plan provides goals and objectives of a maintenance program and establishes how the recipient will meet such goals and objectives. The maintenance schedule will be updated with the purchase of assets to account for new technology, new manufacture's recommended maintenance intervals and programs, and incorporate actions to maintain each asset on a specific cycle. These actions will help ensure proper care, maximize longevity and provide proper maintenance of assets.

Goals and objectives

Public transit requires a considerable investment in facilities, equipment and vehicles. City of Mitchell/Palace Transit believes in keeping their assets in proper working order. Proper maintenance of assets is key to protecting the Federal Transit Administration (FTA) and local investment, reducing overall expenses and increasing the longevity of the asset. An asset is considered as substantial if:

1. The asset has an original cost of \$5,000 or more.
2. The asset has an estimated useful life over a year.

The vehicles, equipment and facilities will be maintained at a high level of cleanliness, safety, and mechanical soundness. The State and FTA will conduct periodic inspections to confirm proper maintenance.

Organization and assignment of responsibility

Overall implementation of this policy – Community Services Director

Maintaining records & records retention – Transit Supervisor

Maintenance of Assets – Transit Supervisor

Pre-trip & post-trip inspections – Transit Supervisor & Transit Operators

Preventative maintenance – Transit Supervisor & Street Department

Repairs – Street Department

Wheelchair lifts & other equipment – Transit Supervisor

Warranty issues – Transit Supervisor

Safety – Transit Supervisor

Useful life & spare ratio – Community Services Director

Transfer & disposal – Transit Supervisor

Insurance – Human Resources

Training – Transit Supervisor & Human Resources

Maintenance Schedules and Forms

When a new asset is purchased by City of Mitchell/Palace Transit, the transit supervisor will review the maintenance schedule in the owner's manual to create a maintenance plan for the asset. If no owner's manual is included with the asset, the transit supervisor will request recommended maintenance information directly from the manufacturer. These items are entered into through Thing Tech. This plan will list the service functions and time intervals in months, miles or cycles. Palace Transit follows this schedule to complete the maintenance on the asset and records the maintenance in the SDDOT approved asset management software. Any repairs, including repairs made under warranty, will be recorded in the asset management software as well. All agency schedules and forms are to be incorporated into the agency's asset maintenance plan.

Record Keeping

Thing Tech and each vehicle has individual binder with repairs/maintenance information.

Palace Transit will use the SDDOT provided asset management software to maintain detailed records for all assets to ensure the asset is inspected and maintained on a routine basis per manufacturer specifications and SDDOT guidelines. If asset is less than \$49,999 and greater than \$5,000 Agency is to keep records on file. Records will include:

- a) description of the asset;
- b) identification number or serial number;
- c) entity or individual that holds title to the asset;
- d) source of funding (the FAIN number under which it was procured);
- e) acquisition date;
- f) asset cost;
- g) percentage cost of federal participation;
- h) location;
- i) use and condition;
- j) useful life; and
- k) the disposition data, including the date of disposal and sale price, whom sold to, or where applicable, method used to determine fair market value.

Record Retention

Per CFR200.333, City of Mitchell/Palace Transit will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient. If any litigation, claim, or audit is started before the expiration of the 3-year period the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. When notified in writing by the awarding agency, City of Mitchell/Palace Transit will retain the records for the period of the extension. All levels of service, inspections, replacement, and/or repairs and preventive maintenance performed must be recorded and maintained electronically or on paper.

Asset Maintenance

City of Mitchell/Palace Transit will use the maintenance plan specifically developed for each asset to perform preventative maintenance. Transit supervisor will assure the performance of the preventative maintenance using the maintenance plan created by the Transit Supervisor. Preventive maintenance schedules are developed as a guide to ensure maintenance personnel accomplish the proper maintenance. Detailed procedures and tolerance are contained in the manufacturer's maintenance manual for each individual equipment item.

Timeliness of preventative maintenance is important. The following standards will be used to gauge on the on-time performance of the preventative maintenance schedule. The transit supervisor will check the pre & post trip inspections and Thing Tech. All needed maintenance is filled out on Palace Transit vehicle defect and correction report and emailed to Street Department Supervisor for needed action on a weekly basis to make sure all preventative maintenance is being handled and repairs are made in a timely manner.

- Weekly Inspection: must be completed between the date issued and 7 days after the due date. Some weekly inspections require daily actions; daily actions are checked off as accomplished.
- Monthly Inspections: must be completed between the date issued and 15 days after the due date.

- Quarterly Inspections: must be complete between the date issued and 30 days after the due date.
- Semi-annual Inspections: must be completed between the date issued and 30 days after the due date.
- Annual Inspections: must be completed between the date issued and 30 days after the due date.

Scheduled Service Intervals

Following a preventative maintenance plan created from the manufacturer's recommendations for each asset, the Palace Transit performs this maintenance on a regular basis depending on the recommendation, either by time periods, miles lapsed, cycles or hours. Service intervals may vary depending on vehicle use, weather or road conditions and topographical considerations.

Vehicle Cleaning

Vehicles will be regularly cleaned inside and out. Palace Transit is responsible to have standards to address cleaning activities and intervals to maintain asset for cleanliness. Regular cleaning helps prevent premature vehicle aging, protects exterior paint, extends the life of protective coatings, and helps prevent rust. It also increases passenger comfort and maintains a positive agency image.

Facility Cleaning

Facilities and grounds are regularly cleaned. Palace Transit is responsible to have standards to address cleaning activities and intervals to maintain cleanliness. Regular cleaning helps prevent premature aging, protects and extends the life of the asset. It also increases the public and passenger comfort and maintains a positive agency image.

Equipment

Request from vendor or research the equipment for the manufacture recommendation to develop the maintenance schedule.

Each agency is required to follow manufacture recommendations to create maintenance schedule for equipment purchased \$5,000 and over.

Accessible Features

Palace Transit has a specific preventative maintenance schedule for wheelchair lifts, ramps or any other accessible features as assets. This plan follows the manufacturer's recommendations on intervals for inspection, lubrication and adjustment.

To achieve the goals and objectives of the agency and assure proper care and longevity of ADA accessible equipment, the following preventive maintenance plan (PM) and schedules listed below are followed. Preventive Maintenance Plan and Schedule is designed to provide an adequate level of preventive maintenance for all ADA accessible equipment. The recommended intervals are based on the manufacturer recommendations.

Preventive maintenance is performed as suggested by the manufacturer. Cycle intervals on vehicles may vary according to high usage and therefore scheduled according to frequency of use.

Asset Inspections

Palace Transit uses the maintenance plan specifically developed for each asset to perform required inspections. The Transit Supervisor will assure the performance of the inspection. Inspection checklists are developed for inspections as a guide to ensure that the designated personnel accomplish the important aspects. Note: the inspection forms can be uploaded to the SDDOT asset management software. For equipment, this would apply for equipment costing more than \$5,000. Palace Transit would be responsible for keeping the documentation for equipment less than between \$49,999 and \$5,000.

On an annual basis, any revenue service vehicles that have a capacity of 16 persons or more (including the driver) must pass a safety inspection by the Motor Carrier division of the South Dakota Highway Patrol per SDCL 32-21-3.1. The only exception to this is if your transit agency is owned and operated by a governmental agency.

Vehicle Pre-trip

It is required that all revenue service vehicles funded through assistance with FTA funds will have a detailed pre-trip inspection performed each day the vehicle is used. The pre-trip inspection form shall note any maintenance and repair issues discovered during the pre-trip inspection. At the minimum, the inspection sheet must include all applicable items listed on the sample inspection sheet provided on the SDDOT website.

At the beginning of their shift, every driver will complete an inspection of the vehicle and equipment following the agency checklist prior departing garage or parking area. The checklist can be completed electronically or by paper. The driver will record the results of the inspection and report any deficiencies. The inspection form must be signed and dated by the inspector.

If there is a deficiency causing the vehicle to be unsafe for use, the driver will inform the Transit Supervisor and the vehicle will be taken out of service until the deficiency has been repaired.

Anytime throughout their shift when a mechanical or usability issue arises with an asset, the driver will report it verbally to Transit Supervisor and by filling out vehicle defect report and also give to transit supervisor.

At the end of their shift, the driver will fill out post inspection sheet and submit to Transit Supervisor.

Daily pre-trip and post-trip inspections forms will become part of each individual vehicle's maintenance records.

Facility Inspection

City of Mitchell building inspector will complete a monthly inspection of the facility and grounds utilizing the facility inspection checklist. The documentation of the inspection and any maintenance or repairs performed during this inspection will be recorded in the SDDOT asset management software. It is required to have signed documentation of the inspections conducted on file.

Reference material of what should be on a facility inspection as it pertains:

- A. *Outside*
 - a. *Condition*
 - b. *Gutters and down spouts*
 - c. *Signs*
 - d. *Lighting*
 - e. *Roof*
 - f. *ADA Ramps and handrails – steps*
 - g. *Landscape*
 - h. *Sidewalks and parking lot*
 - i. *Outside doors – walk in and garage door*
- B. *Inside*
 - a. *Floors*
 - b. *Paint*
 - c. *Inside doors*
 - d. *Electrical panels*
 - e. *Fire Alarm systems, Sprinklers and extinguishers*
 - f. *Rest Rooms*
 - g. *HVAC Systems, air handlers, etc.*
 - h. *Lighting*
 - i. *Water heaters*
 - j. *Water Softeners*
 - k. *Drains and sewer*
 - l. *Elevators*
 - m. *Security Systems*
 - n. *Emergency Lighting*
 - o. *First Aid Equipment*
- C. *Equipment*
 - a. *Air compressor*
 - b. *Hoist*
 - c. *Jacks and stands*

- d. Exhaust hoses and CO Detectors
- e. Snow removal equipment
- f. Lawn care equipment
- g. Vacuums
- h. Project tools
- i. Wash system

On Site Fuel Systems

- A. *Dispensers*
 - a. *Hoses*
 - b. *Nozzles*
 - c. *Containment*
 - d. *Lights*
- B. *Tank*
 - a. *Fill Stands*
 - b. *Lids*
 - c. *Pump's containment*
 - d. *Pipe containment*
 - e. *Water sensors*
 - f. *Leak Sensors*
 - g. *Fill vents*
- C. *Electrical*
 - a. *Card reader*
 - b. *Control panels*
 - c. *Printers*
 - d. *System Diagnostic Center*

Equipment Inspection

City of Mitchell building inspector will complete a monthly inspection of the equipment utilizing the equipment inspection checklist specific to equipment. The documentation of the inspection and any maintenance or repairs performed during this inspection will be recorded in the SDDOT asset management software for equipment \$50,000 and over. If the equipment cost was \$5,000 and \$49,999 keep documentation of inspections on file. It is required to have signed documentation of the inspections conducted on file.

On Site Fuel Systems inspection example.

- D. *Dispensers*
 - a. *Hoses*
 - b. *Nozzles*
 - c. *Containment*
 - d. *Lights*
- E. *Tank*
 - e. *Fill Stands*
 - f. *Lids*
 - g. *Pump's containment*
 - h. *Pipe containment*
 - i. *Water sensors*
 - j. *Leak Sensors*
 - k. *Fill vents*
- F. *Electrical*
 - l. *Card reader*
 - m. *Control panels*
 - n. *Printers*
 - o. *System Diagnostic Center*

Warrantees

The warranty recovery and preventive maintenance is performed as suggested by the manufacturer. Cycle intervals on vehicles may vary according to high usage and therefore scheduled according to frequency of use. Warranties need to be addressed as they arise such as recall notice from vendor, as an issue occurs or found during inspection. It is Palace Transit's responsibility to obtain the warranty process and recovery from vendors. Warranty information should be reviewed at the time of purchase to determine this process and document for per asset.

Warranty activity must be performed and documented according to the guidelines of the manufacturer, supplier or builder. Documentation must be retained according to record keeping guidelines

Safety

It is pertinent that safety practices are implemented and followed when inspecting and maintaining assets. Palace Transit will refer to the City of Mitchell's safety plan.

Useful Life Standards

Palace Transit will maintain assets to ensure it meets minimum useful life requirements. Refer to the SDDOT Transit Asset Management (TAM) plan.

Spare Ratio

In order to maintain services without disruption when regularly assigned vehicles are down for maintenance servicing or repair, Palace Transit will maintain an appropriate number of back-up/spare vehicles. One published rule-of-thumb suggests that 85% of an agency's total fleet should be available for active revenue service (passengers on board), with 15% assigned as back-up vehicles for maintenance service and accident downtime.

More specific guidelines have been published for assisting agencies to determine the appropriate ratio of back-up vehicles for their fleet. Agencies should note these are general guidelines, not hard-and-fast rules. Some other factors the agency should consider in determining appropriate back-up vehicle capacity include geography, type of terrain traveled, road conditions, harsh weather conditions, length of routes, and condition of the current fleet.

SIZE OF AGENCY'S REGULAR SCHEDULED FLEET

MINIMUM NO. OF BACK-UP VEHICLES REQUIRED

1 - 7 vehicles	1
8 - 13 vehicles	2
14 - 20 vehicles	3
21 - 29 vehicles	4
30 - 39 vehicles	5

Transfer & Disposal

At such a time when the asset is withdrawn from transportation service, Palace Transit will notify SDDOT. If the asset can still be used for transportation service, SDDOT will give written approval for the transfer of the equipment. Palace Transit may transfer ownership of the equipment to another private nonprofit organization and receive a payment of twenty percent (20%) of the estimated equipment value from the receiving organization. SDDOT will establish the estimated equipment value and may permit Palace Transit to dispose of the asset in accordance with the South Dakota State Management Plan.

Insurance Requirements

Sub recipients are required to have at a minimum the equivalent insurance coverage for real property and equipment acquired or improved with federal assistance used to acquire the property owned by the sub recipient per FTA circular 5010.1E.

Also, see SDCL 32-40-9 for minimum insurance requirements for any agency hired to provide prearranged passenger rides.

Palace Transit vehicles are insured through the City of Mitchell's fleet insurance.

Training

To achieve the goals and objectives of the maintenance plan, orientation training is provided to all applicable staff.

The training will include the following concepts:

- Asset familiarization, including training on all equipment for which employees have responsibility, such as including engine compartment, driver controls and passenger safety devices.
- Drivers should be trained to recognize unusual noises and to communicate basic mechanical problems to the designated staff within agency.
- Recognizing when an asset requires service, maintenance, or inspection and how to notify the appropriate vendor to perform needed work.
- Asset safety training including hazard identification, location of fire and life safety equipment, facility power emergency disconnect location, safety exits, and emergency incident procedures.
- Vehicle maintenance requirements, processes and objectives.
- Policy training, including safety and maintenance policies.
- Training on forms and procedures used in the agency's asset management information system, including all inspection checklists.
- Instruction on the safe operation and maintenance of all asset safety equipment, and ADA equipment.
- Specialized certification training if required by state, federal, or municipal regulations, and/or as a condition of employment (example ASE Certification, CDL license holder).

Maintenance training should cover all assets operated by the transit agency. Training manuals, maintenance manuals, and all updates/revisions should be provided at the central location, or in a shared electronic format for each asset type being used by the transit agency.

Manufacturers or component companies that manufacture the engine, transmission, or heating and air conditioning for the vehicle often offer specialized maintenance training. This might take place at their facility, or they may offer to travel to your location for training sessions. In addition to training, manufacturers commonly provide regularly updated manuals and bulletins to keep mechanics informed of the latest recommendations and guidelines.

Emergency

If an emergency/public health crisis/disaster has been declared or announced, Palace Transit will follow all local, state and federal procedures and guidance provided and will stay abreast daily on the situation.

Sample Schedules and Inspection Forms

Preventive Maintenance Schedules

Innovative Maintenance Systems

5000 mile service

Task Name	Track?	Priority	Interval (Date)	Fixed Expire (Dates)	Adv. Notify (Days)	Interval (Units)	Fixed Expire (Units)	Adv Notify (Units)
Normal								
2-Way Radio Operation	Yes	HIGH	-----	-----	-----	5,000	-----	500
Anti-Freeze Added	Yes	HIGH	-----	-----	-----	-----	-----	-----
Check Brake Pads	Yes	HIGH	-----	-----	-----	5,000	-----	500
Check E-Pad Power Source	Yes	HIGH	-----	-----	-----	5,000	-----	500
Check Exhaust System	Yes	HIGH	-----	-----	-----	5,000	-----	500
Check Onboard Camera System	Yes	HIGH	-----	-----	-----	5,000	-----	500
Check Steering Linkage	Yes	HIGH	-----	-----	-----	5,000	-----	500
Emergency Equipment	Yes	HIGH	-----	-----	-----	5,000	-----	500
Lap Belts & Shoulder Straps	Yes	HIGH	-----	-----	-----	5,000	-----	500
Oil Added	Yes	HIGH	-----	-----	-----	-----	-----	-----
Oil Filter	Yes	HIGH	-----	-----	-----	5,000	-----	500
Safety Inspection	Yes	HIGH	-----	-----	-----	5,000	-----	500
Tire Rotation	Yes	HIGH	-----	-----	-----	10,000	-----	500
Transmission Serviced	Yes	HIGH	-----	-----	-----	-----	-----	500
W/C Lift Lube & Inspection	Yes	HIGH	-----	-----	-----	5,000	-----	500
Wheel Chair Securements	Yes	HIGH	-----	-----	-----	5,000	-----	500
air filter	Yes	NORMAL	-----	-----	-----	20,000	-----	-----

Facility Preventive Maintenance Tracking													
Director of Maintenance													
Year:													
VPT Preventive Maintenance	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Date Completed
Air Handler	annual												
Air conditioner	quarterly												
Furnace	quarterly												
Fire Extinguishers	monthly												
1st aide/ eye wash	monthly												
Garage Doors	bi annual												
Outside of Building	annual												
Parking Lot	annual												
Roof Inspection	annual												
Water Heater	monthly												
Emergency Lights	monthly												

Comments

Transit Operator Vehicle Assistant													
Year													
VPT Preventive Maintenance	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Date Completed
Sewer Lines	quarterly												
Power Washer	monthly												
Air compressor	monthly												
Restrooms													
Water Softener	NA												

Comments

Annual ADA Equipment Inspection
Vehicle _____

	Completed
Abnormal noises as lift operates	
Inspect underside of vehicle to verify nothing is out of the ordinary	
Check that control pendant is not damaged and cable connectors are tight	
Inspect electrical wiring for frayed wires, chaffed wires, loose connectors, etc.	
Place vehicle in non-interlock mode and attempt to operate lift	
Verify that all lift decals are affixed, visible and legible and replace	
Verify that all handrail fasteners are properly tightened	
Verify that all lift mounting and support points are in proper order & free of damage	
Verify that all mounting bolts are tight	
Verify all travelling frame pins are installed properly, free of damage & locked in position	
Verify platform operates properly during lift functions with obstructions	
Verify that inner rollstop operates properly during lift functions without obstructions	
Verify that rollstop operates properly without obstructions when it contacts the ground	
Verify platform rollstop operates properly without obstructions when it contacts the ground	
Check for visible hydraulic leakage	
Verify backup pump manual release valve is lightly-snug	
Verify that all handrail fasteners are properly tightened	
Rub all surfaces with a light oil and soft cloth and wipe excess	
When platform is on the ground, check hydraulic fluid level	
Check hydraulic cylinder for leaks	
Inspect hydraulic hoses for damage	
Verify all fittings are tightly secured	

Track anchorage fittings	
Track fittings insertion	
Track fittings securement	
Track fittings plunger	
Plunger cleaning	
Tie-down retractors	
Retractor inspection	
Red release lever (functioning)	
Webbing inspection	
retractor damage	
Retractor inspection	
Pin connector bushing	
Occupant restraints	
Restraint anchorages	
Upper fixed anchorages	

Upper adjustable anchorages	
Upper anchorage fittings insert	
Lower fixed anchorage	
Lower adjustable anchorage	
Lower anchorage fitting insert	
Occupant restraint Height adjusters	
Manual height adjuster	
Retractable height adjuster	
Webbing inspection	
Occupant restraint style & operation	
Manual shoulder belt	
Manual lap belt	
Webbing inspection	
Retractable lap/shoulder	
Lap belt extension	
Webbing inspection	

Signature of inspector

Date

Mileage

Palace Transit Coordination Plan Update

2025

Errors found in the initial plan:

Page 3-20 Taxi/Shuttle Providers = Online research was incorrect

EZ Rides Taxi has not operated since 2021

Speedy Taxi has not operated for since June 2021

Page 4-8 1st bullet point = Not for our service area...should be People's Transit

“There is also a need for a shuttle service to and from parking areas during the State Fair. However, agencies will need to adhere to federal regulations when using FTA funded vehicles. One federal exemption includes a petition through an administration for events of regional significance.”

Page 4-20 1st paragraph 4th sentence misspelling

Should be “Davison” County not “Davidson” County

Goals completed from prior year:

- Create and use an app for all agencies/services in Mitchell to utilize.
 - With the implementation of our new software, we were able to add an app that is similar to Lyft for scheduling and cancelling rides as well as seeing when your vehicle is arriving.
 - The new software allows for same day service, routing, and will-calls to be run efficiently and withing federal, state, and local compliance.
 - The new software allows for vehicle specifications, including accessibility features, to be entered into the system, ensuring the proper vehicle is sent to each passenger.
- Expanded reservation services.
 - With the implementation of our new software, rides can now be scheduled the business day before with the office by 5:00pm (previously 4:00pm) or on the app by 8:00pm (previously unavailable).
- Expanded services.
 - Palace Transit added same day weekend rate of \$15 per ride.
 - These rides can be scheduled on the app only.
- Regional connectivity needs.
 - Palace Transit became a ticketing station with Jefferson Lines.

- Coordinated marketing has been done between Palace Transit and Jefferson Lines to promote this partnership.
- Provide better connections to key destinations.
 - With the implementation of our new software, we no longer have designated shopping times allowing passengers to go to grocery stores when it works in their schedule.
 - This has created more flexibility for our customers and the community.
- Outreach
 - The City of Mitchell participated in the drive thru job fair.
 - Palace Transit is currently fully staffed.
- Added vans back into service
 - With the addition of vans to the fleet, we were able to hire non-cdl drivers at a lower pay rate and provide rides more efficiently than we would have with the buses.
 - These vans also allow more time for the buses to transport our passengers who require the lift and equipment securement.

Goals not completed from prior year:

- Improve or expand transportation services for shift work hours.
 - Due to the lack/cut in funding we were unable to extend our hours of operations to accommodate our shift working community members.
 - Meetings were held with Dakota Wesleyan University, Mitchell Technical College and the Mitchell Chamber of Commerce to discuss the possibly of expanding hours of operations, but we were unable to accomplish this due to the cost of this service.
- New buses
 - New buses were not procured in this last fiscal year, but the grant agreement funding was extended to allow us to purchase these in the next fiscal year.

Goals provided in the coordination plan are unallowable:

- Recruiting new staff at Hight School career fairs.
 - This goal is not one that can be accomplished. Due to insurance and policy, transit operators must be 21 years of age and most high school graduates are 18 years of age. In fact, many of our college age students don't meet that required age minimum.
- Implement monthly flat fee for payment options.

- This is not an option for our service as it would be costly and would create direct competition with our local private bus company.

Any new goals for the application year:

- Working with Food Pantry
 - We would like to work with our local food pantry to provide rides for their participants who cannot afford transportation to the food pantry. We will be looking for funding sources for this service.
- Expanding hours of operation.
 - We will continue to work with Chamber of Commerce, area businesses and our two local colleges to source funding for extended hours of operations to meet our community's needs.
- Improve public information on how to use transit services.
 - We will be expanding our marketing efforts by working with chamber and mayor to put on a “ride with Cornelius” marketing plan.
- Getting caught up with fares owed.
 - We have several passengers and past passengers with unpaid fares. The new software allows us to better track those rides and passengers, which will allow us to bill for those past due fares.
- Continue contracts for coordination with other transit agencies and services.
 - We will be updating all contracts to ensure consistency and compliance.
- Continue to support capital needs and update the fleet to maintain existing service and ensure vehicles are safe and appropriate for the needs.
 -
- Develop additional partnerships to identify new funding opportunities
 - We will continue to work with Chamber of Commerce, area businesses and our two local colleges to source funding.
 - We will also be working with the South Dakota Area Community Foundation to find ways to meet our funding needs.

Identify changes and coordination changes with other agencies:

- No taxi's available as noted in the plan (EZ Ride Taxi and Speedy Taxi are no longer in business).
- No uber or Lyft available in the area (Lyft has not had operations in the Mithcell area since 2021).
- Ticketing agency for Jefferson Lines.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF LONG TERM SERVICES AND SUPPORTS**

Sub-recipient Agreement

This Agreement is made and entered into by and between the South Dakota Department of Human Services (hereinafter “DHS” or “the State”), Hillsview Plaza 3800 East Highway 34 c/o 500 East Capitol Avenue Pierre, South Dakota 57501, and City Of Mitchell of 612 N Main St, Mitchell, SD 57301-2620 (hereinafter the “Sub-recipient”).

This is an Agreement for a grant award of Federal and/or State financial assistance to a Sub-recipient. While performing services hereunder, Sub-recipient is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1. BASIS FOR SUBAWARD AMOUNTS:

- A. This Agreement is made for the purpose of providing congregate and home delivered meals to qualifying Title III C participants.

Amount Provided by State	<u>\$210,506.10</u>
Amount Matched by Sub-recipient	<u>\$19,623.45</u>
Amount Matched by Others	<u>\$</u>
Total Grant Amount	<u>\$230,129.55</u>

Dollars provided by State consist of the Following:

Non-Federal State Dollars	<u>\$26,491.66</u>
Federal (AL# 93.045)	<u>\$150,119.39</u>
Federal (AL# 93.053)	<u>\$33,895.05</u>
Federal (AL#)	<u>\$</u>

- B. This Agreement involves Protected Health Information (PHI). Consultant agrees to comply with the Business Associate Agreement, attached hereto as Exhibit 1, and hereby incorporated by reference.
- C. Information for the Federal Award Identification, as described in 2 CFR 200.332(b) is inserted below. In the event of a change in the award of funding source, the information inserted below may change. Sub-recipient’s consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

- i. Sub-recipient's name (must match the name associated with its unique entity identifier): Mitchell, City of
- ii. Sub-recipient's unique entity identifier: JXEFNSSK2VF4
- iii. Federal Award Identification Number (FAIN): 2401SDOACM; 2501SDOANS; 2501SDOACM; 2501SDOAH
- iv. Federal Award Date: 10/1/2023; 10/1/2024; 10/1/2024; 10/1/2024
- v. Sub-award Period of Performance Start and End Date: 10/1/2025-09/30/2026
- vi. Sub-award Budget Period Start and End Date: 10/1/2025-09/30/2026
- vii. Amount of Federal Funds Obligated in the subaward: \$184,014.44
- viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation: \$184,014.44
- ix. Total Amount of the Federal award committed to the subrecipient by the pass-through entity: \$184,014.44
- x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA): 93.045-To provide grants to States and U.S. Territories to support nutrition services including nutritious meals, nutrition education and other appropriate nutrition services for older adults in order to maintain health, independence and quality of life. Meals and nutrition services are to be served in a congregate setting or delivered to the home, if the older adult is homebound. 93.053-To reward effective performance by States and Tribes in the efficient delivery of nutritious meals to older adults through the use of cash or USDA Foods.
- xi. Name of Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity: Department of Health and Human Services
- xii. Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement: 93.045-Special Programs for the Aging, Title III, Part C, Nutrition Services, & 93.053: Nutrition Services Incentive Program (NSIP)
- xiii. Is the Federal award for research and development (R&D)? No

- xiv. Indirect Cost Rate for Federal award (including if the de minimis rate is used in accordance with § 200.414): Subrecipient does not have a Federally Negotiated Rate Agreement with a cognizant Federal Agency.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement shall be effective as of October 1, 2025, and shall end on September 30, 2026, unless sooner terminated pursuant to the terms hereof.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

A. The Sub-recipient will undertake and complete the work or performance described as:

1. Provide meals, nutrition education, nutrition-risk screening, and nutrition counseling to older adults who participate in the Adult Nutrition Program at the rate shown in the Meal Rates Fee Schedule available at <https://dhs.sd.gov/en/provider-portal/long-term-services-and-supports-provider-portal>, and hereby incorporated by reference.

2. Comply with the Adult Nutrition Program Supplemental Provider Provisions, available at <https://dhs.sd.gov/en/provider-portal/long-term-services-and-supports-provider-portal>, and hereby incorporated by reference.

3. Comply with all requirements of the grant funding utilized under this Agreement.

4. Provide congregate and home delivered meals to qualifying Title III C participants in accordance with the Location of Nutrition Services document attached hereto as Exhibit 2 and hereby incorporated by reference.

B. The State agrees to:

1. Reimburse for allowable costs when properly submitted.

4. USE OF EQUIPMENT, SUPPLIES AND FACILITIES:

Sub-recipient will not use State equipment, supplies or facilities.

5. SUB-RECIPIENT IDENTIFICATION:

Upon Execution of this Agreement, Sub-recipient will provide the State with Sub-recipient's Employer Identification Number, Federal Tax Identification Number or Social Security Number, as applicable.

6. SUB-RECIPIENT PAYMENT:

Sub-recipient agrees to submit an initial bill for reimbursement within thirty (30) days following the end of the month in which services were provided. However, any bill for

reimbursement rendered in May of each year must be submitted by June 9th of every year. If the Sub-recipient cannot submit a bill within the 30-day timeframe, a written request for an extension of time must be provided to the State. If a bill has not been received by the State, the State reserves the right to refuse payment.

7. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding Department of Human Services' rules, regulations, and policies to the Sub-recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

8. LICENSING AND STANDARD COMPLIANCE:

The Sub-recipient agrees to comply in full with all applicable federal, state, county, city or tribal statutes, regulations, or ordinances for the duration of this Agreement. Liability resulting from noncompliance with any requirements of federal, state, county, city or tribal statute, regulation, or ordinance or through the Sub-recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-recipient.

9. ASSURANCE REQUIREMENTS:

The Sub-recipient agrees to abide by all applicable provisions of the following assurances: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973 as amended, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013, and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provisions of any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) may apply to the award.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-recipient 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. Sub-recipient further agrees that it will immediately notify the State, if during the term of this Agreement, the Sub-recipient 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.

11. OFFICE OF INSPECTOR GENERAL EXCLUSIONARY LIST REQUIREMENTS:

Sub-recipients 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. Sub-recipient 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. Sub-recipient 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.

12. RETENTION AND INSPECTION OF RECORDS:

The Sub-recipient 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, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-recipient shall retain such records for a period of six 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 six-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 six-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 six years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the six-year retention requirement is not applicable to the Sub-recipient. In the event Sub-recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the six -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 six-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

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

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

13. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination. Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive including but not limited to the indemnification, controlling law and venue, and sovereign immunity provisions.

14. FUNDING OUT:

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 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.

15. AMENDMENTS:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

16. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, 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 shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

17. SUPERCESSION:

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

18. 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 of this Agreement, which shall remain in full force and effect.

19. 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 Taylor McLennan on behalf of the State, and by and to Jessica Pickett, on behalf of the Sub-recipient, 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.

20. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

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

The Sub-recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and Sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-recipient will cause its subcontractors, Sub-recipients, agents, and employees to comply with applicable federal,

state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and Sub-recipients. The Sub-recipient is required to assist in this process as needed.

21. INDEMNIFICATION:

Sub-recipient agrees to indemnify and hold harmless the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Sub-recipient shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Sub-recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Sub-recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Sub-recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Sub-recipient in the defense. This section does not require Sub-recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

22. INSURANCE:

At all times during the term of this Agreement, Sub-recipient shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Sub-recipient 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. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Business Automobile Liability Insurance:

The Sub-recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. The

insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

C. Worker's Compensation Insurance:

The Sub-recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Sub-recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State of South Dakota, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Sub-recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-recipient shall furnish copies of insurance policies if requested by the State.

23. REPORTING

Sub-recipient 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 Sub-recipient, or the State of South Dakota or its officers, agents or employees to liability. Sub-recipient shall report any such event to the State immediately upon discovery.

Sub-recipient'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. Sub-recipient'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 Sub-recipient to report any event to law enforcement or other entities under the requirements of any applicable law.

24. CONFLICT OF INTEREST:

The Sub-recipient 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. In the event of a conflict of interest, the Sub-recipient expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

25. COMPLIANCE WITH EXECUTIVE ORDER 2020-01:

By entering into this Agreement, Sub-recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

26. COMPLIANCE WITH SDCL ch 5-18A:

Sub-recipient certifies and agrees that the following information is correct:

The Sub-recipient is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The Sub-recipient further agrees to provide immediate written notice to the State if, during the term of this Agreement, Sub-recipient no longer complies with this certification and agrees such noncompliance is grounds to terminate this Agreement and would be cause to suspend and debar a business under SDCL § 5-18D-12.

27. CERTIFICATION OF NO STATE LEGISLATOR INTEREST:

Article 3, Section 12 of the South Dakota Constitution states in part "nor shall any member of the Legislature during the term for which he shall have been elected, or within one year thereafter, be interested, directly or indirectly, in any contract with the state or any county thereof, authorized by any law passed during the term for which he shall have been elected." Pursuant to Executive Order 2023-013, Sub-recipient acknowledges that it understands Article 3, Section 12; has had the opportunity to seek independent legal

advice if desired; and certifies that this Agreement is not made in contravention of the prohibition set forth in Article 3, Section 12 of the South Dakota Constitution.

28. CONFIDENTIALITY OF INFORMATION:

For purposes of this Agreement, "State Proprietary Information" shall include all information disclosed to the Sub-recipient by the State. Sub-recipient 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. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-recipient ; (ii) was known to Sub-recipient 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 Sub-recipient without the benefit of influence of the State's information; (v) becomes known to Sub-recipient without restriction from a source not connected to the State of South Dakota.

29. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$1,000,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
c/o 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$1,000,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the fourth month following end of the fiscal year being audited.

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

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

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

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

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

30. COST PRINCIPLES:

Sub-recipient, as a Sub-recipient, 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.

31. FEDERAL FUNDING ACCOUNTING AND TRANSPARENCY ACT:

The Sub-recipient 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.fsrs.gov.
- B. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Sub-recipient non-compliance or failure to comply with subsection (a) of this Provision. Sub-recipient 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 Sub-recipient's (Sub-

recipient's) failure to supply State with any requested information necessary to comply with FFATA.

32. 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.
- D. If applicable, the recipient or Sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or Sub-recipient's website.

Sub-Recipient certifies that its internal control system includes cybersecurity and other measures to safeguard information. Sub-Recipient certifies that it will take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. Whenever applying for funds, requesting payment, and submitting financial reports, Sub-Recipient asserts the following:

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

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

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict-of-interest policy, sub-recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict-of-interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

33. PROPERTY MANAGEMENT STANDARDS:

The Sub-recipient agrees to observe Federal government uniform standards governing the utilization of property whose cost was charged to a project supported by a federal grant.

34. RISK ASSESSMENTS, MONITORING, AND REMEDIES:

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

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

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

35. TERMS:

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

36. IT STANDARDS:

Any software or hardware provided under this agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

37. CLOSEOUT:

The Sub-recipient agrees:

- A. For purposes of this Agreement, “Date of Completion” shall mean the date when the Agreement expires pursuant to its terms or is terminated in accordance with Sections 13 or 14.
- B. The Sub-recipient shall submit a final financial report to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments on the basis of the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.
- C. The Sub-recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.
- D. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.
- E. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three years after the date the State approves the final financial report.
- F. If either the final financial report or the final audit discloses an overpayment to the Sub-recipient, the State may, at its option, either require the Sub-recipient to repay the overpayment to the State or deduct the amount of the overpayment from monies due the Sub-recipient under this Agreement or under any other agreement between the Sub-recipient and the State.
- G. The Sub-recipient shall provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.
- H. All close-out requirements must be completed within 30 (thirty) days after the “Date of Completion.”

38. THIRD PARTY BENEFICIARIES:

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

39. SOVEREIGN IMMUNITY:

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

40. HEADERS:

The section headings in this agreement are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provisions of this Agreement.

41. AUTHORIZED SIGNATURES: In witness hereto, the parties signify their agreement by affixing their signatures hereto.

<u>Jessica Pickett</u> Jessica Pickett (Sep 22, 2025 08:19:04 CDT)	Sub-recipient Signature	09/22/2025
<u>Heather Krzmarzick</u> Heather Krzmarzick (Sep 22, 2025 08:29:17 CDT)	State - DHS Division Director	09/22/2025
<u>Tami Darnall</u> Tami Darnall (Sep 23, 2025 08:31:59 CDT)	State - DHS Office of Budget and Finance	09/23/2025
<u>Shawnie Rechtenbaugh</u> Shawnie Rechtenbaugh (Sep 23, 2025 08:47:50 CDT)	State - Office of the Secretary	09/23/2025

Final agreement reviewed and recommendations made to Secretary.

Do sign recommendation: JEH 9-11-25

Exhibit 1
HIPAA Business Associate
Agreement

A. Definitions of Terms

1. Agreement means the agreement to which this Business Associate Agreement is attached to including this attachment entitled HIPAA Business Associate Agreement.
2. Business Associate shall have the meaning given to such term in 45 C.F.R. section 160.103 and 42 U.S.C. section 17938, and in reference to the party of this agreement, shall mean the Provider, Consultant, or other entity contracting with the State of South Dakota, Department of Human Services as set forth more fully in the Agreement this Business Associate Agreement is attached.
3. C.F.R. shall mean the Code of Federal Regulations.
4. Department shall mean South Dakota Department of Human Services
5. Designated Record Set shall have the meaning given to such term in 45 C.F.R. section 164.501.
6. Covered Entity shall have the meaning given to such term in 45 C.F.R. section 160.103, and in reference to the party to this agreement, shall mean South Dakota Department of Human Services.
7. Protected Health Information or PHI shall have the meaning given to such term in 45 C.F.R. section 164.103 and section 164.501 and is limited to the Protected Health Information received from or received or created on behalf of Covered Entity by Business Associate pursuant to performance of the Services under the Agreement.
8. Regulations shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and 164, Subparts A and C, 45 CFR 164.314, and as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009) as it directly applies, as in effect on the date of this Business Associate Agreement.

B. Obligations of the Business Associate

1. The Business Associate shall implement a documented information security program that includes administrative, technical, and physical safeguards designed to prevent the accidental or otherwise unauthorized use or disclosure of PHI, and that reasonably protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits to or on behalf of Covered Entity as required by the Regulations. The Business Associate agrees to comply with the requirements of the Privacy and Security Rules directly applicable to Business Associates including the HITECH Act.
2. Affiliates, Agents, Subsidiaries and Sub-Contractors. The Business Associate shall require that any agents, employees, affiliates, subsidiaries, or sub-contractors, to whom it provides PHI received from, or created or received by the

- Business Associate on behalf of the Department agree in writing to the same use and disclosure restrictions imposed on the Business Associate by this Agreement.
3. **Reporting and Mitigating Unauthorized Uses and Disclosures of PHI.**
Immediately upon notice to the Business Associate, the Business Associate shall report to the Department any uses or disclosures of PHI not authorized by this Agreement. The Business Associate shall also notify the affected individual of the breach. If the breach affects more than 500 individuals, the Business Associate must contact the U.S. Health and Human Services Secretary and the media, under the American Recovery and Reinvestment Act of 2009. The Business Associate shall use its best efforts to mitigate the deleterious effects of any use or disclosure of PHI not authorized by this Agreement. Further, in the notice provided to the Department by the Business Associate regarding unauthorized uses and/or disclosures of PHI, the Business Associate shall describe the remedial or other actions undertaken or proposed to be undertaken regarding the unauthorized use or disclosure of PHI.
 4. **Permitted Uses and Disclosures.** The Business Associate may not use or disclose PHI received or created pursuant to this Agreement except as follows:
 - (a) **The Business Associate's Operations – Permitted Uses of PHI.** The Business Associate may use the PHI it receives in its capacity for the proper management and administration of the Business Associate or to carry out the Business Associate's legal responsibilities.
 - (b) **The Business Associate's Operations – Permitted Disclosures of PHI.** The Business Associate may disclose the PHI it obtains in its capacity as a Business Associate if such disclosure is necessary for the Business Associate's proper management and administration or to carry out the Business Associate's legal responsibilities, and:
 - (i) The disclosure is required by law; or
 - (ii) The Business Associate obtains reasonable assurances from the person or entity to whom the PHI is disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person or entity notifies the Business Associate (and the Business Associate in turn notifies the Department) of any instances of which it is aware in which the confidentiality of the PHI has been breached.
 5. **Disclosure Accounting.** In the event that the Business Associate makes any disclosures of PHI related to the business associate function under this Agreement that are subject to the accounting requirements of 45 C.F.R. section 164.528, the Business Associate promptly shall maintain a record of each disclosure, including the date of the disclosure, the name and if available, the address of the recipient of the PHI, a brief description of the PHI disclosed and a brief description of the purpose of the disclosure. The Business Associate shall maintain this record for a period of six (6) years and make available to the Department upon request in an electronic format so that the Department may meet its disclosure accounting obligations under 45 C.F.R. section 164.528.
 6. **Access to PHI by Individuals.** The Business Associate shall cooperate with the Department to fulfill all requests by individuals for access to the individual's PHI

that are approved by the Department. The Business Associate shall cooperate with the Department in all respects necessary for the Department to comply with 45 C.F.R. section 164.524. If the Business Associate receives a request from an individual for access to PHI that affects funding eligibility, the Business Associate immediately shall forward such request to the Department within (10) business days. The Department shall be solely responsible for determining the scope of PHI and Designated Record Set to be released with respect to each request by an individual to access or obtain copies of the individual's PHI covered by this Agreement and in accordance with C.F.R. 164.524. The Business Associate shall make the PHI available in the format requested by the individual and approved by the Department, unless the PHI is not readily producible in such format, in which case the PHI shall be produced in hard copy format.

7. Access by the Department to the Business Associate's Books and Records. The Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or created or received by the Business Associate on behalf of the Department available to the Department and the Secretary of the Department of Health and Human Services for purposes of determining the Department's compliance with the HIPAA laws and regulations. Upon reasonable notice to the Business Associate and during the Business Associate's normal business hours, the Business Associate shall make such internal practices, books and records available to the Department to inspect for purposes of determining compliance with this Agreement.
 8. Amendment of PHI. As directed and in accordance with the time frames specified by the Department, the Business Associate shall incorporate all amendments to PHI received from the Department. The Business Associate shall provide written notice to the Department within ten (10) business days confirming that the Business Associate has made the amendments to PHI as directed by the Department. This confirmation shall also contain any other information that may be necessary for the Department to provide adequate notice to the individual in accordance with 45 C.F.R., section 164.526. The Department warrants that all time frames specified will be made in good faith and reasonable length so that the Business Associate can comply with the timeframe.
- C. Obligations of the Department
1. The Department shall notify Business Associate of any limitation(s) in its notice of privacy practices of the Department in accordance with 45 CFR 164.520 to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 2. The Department shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI to the extent that such changes may affect Business Associates use or disclosure of PHI.
 3. The Department shall notify Business Associate of any restriction to use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Term and Termination

1. Term. The term of this Agreement shall be effective as of and shall terminate on the dates set forth in the primary Agreement this Business Associate Agreement is attached to or on the date the primary Agreement terminates, whichever is sooner.
2. Termination by Breach. The Department may immediately terminate the primary Agreement this Business Associate Agreement is attached to if the Business Associate has breached a material term of this Business Associate Agreement. Alternatively, the department may choose to
 - (i) provide Business Associate with five (5) days written notice of the existence of an alleged material breach; and
 - (ii) afford Business Associate an opportunity to cure said alleged material breach to the satisfaction of Department within five (5) days.

Business Associate's failure to cure shall be grounds for immediate termination of the primary Agreement to which the Business Associate Agreement is attached. Department's remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other. However, in the event that the Department determines that termination of the Agreement is not feasible, the Department shall have the right to report the breach to the Secretary of the Department of Health and Human Services, notwithstanding any other provisions of this Agreement to the contrary.

3. Effects of Termination; Disposal of PHI. Upon termination of the primary Agreement to which this Business Associate Agreement is attached, the Business Associate shall recover all PHI that is in the possession of the Business Associate's agents, affiliates, subsidiaries, or sub-contractors. The Business Associate shall return to the Department or destroy all PHI that the Business Associate obtained or maintained pursuant to this Agreement on behalf of the Department. If the parties agree at that time that the return or destruction of PHI is not feasible, the Business Associate shall extend the protections provided under this Agreement to such PHI, and limit further use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If the parties agree at the time of termination of this Agreement that it is infeasible for the Business Associate to recover all PHI in the possession of the Business Associate's agents, affiliates, subsidiaries or sub-contractors, the Business Associate shall provide written notice to the Department regarding the nature of the unfeasibility and the Business Associate shall require that its agents, affiliates, subsidiaries and sub-contractors agree to the extension of all protections, limitations and restrictions required of the Business Associate hereunder.

E. Miscellaneous

1. The Business Associate's Compliance with HIPAA. The Department makes no warranty or representation that compliance by the Business Associate with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for the Business Associate's own purposes or that any information in the Business Associate's possession or control, or transmitted or received by the Business Associate, is or will be secure from unauthorized use or disclosure. The Business Associate is solely responsible for all decisions made by the Business Associate regarding the safeguarding of PHI.

2. **Change in Law.** In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, the Department shall notify the Business Associate of any actions it reasonably deems are necessary to comply with such changes, and the Business Associate promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation or any such law, rule, regulation or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, the Business Associate may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues.
3. **Assignment/Subcontracting.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. The Business Associate may not assign or subcontract the rights or obligations under this Agreement without the express written consent of the Department. The Department may assign its rights and obligations under this Agreement to any successor or affiliated entity.
4. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
5. **Assistance in Litigation or Administrative Proceedings.** The Business Associate shall make itself and any agents, affiliates, subsidiaries, sub-contractors or employees assisting the Business Associate in the fulfillment of its obligations under this Agreement, available to the Department, at no cost to the Department, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings resulting from the performance of this Agreement being commenced against the Department, its directors, officers, or employees, except where the Business Associate or its agents, affiliates, subsidiaries, sub-contractors or employees are a named adverse party.
6. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA rules.
7. **Conflicts.** In the event of a conflict in between the terms of this Business Associate Agreement and the primary Agreement to which Business Associate Agreement is attached, the terms of this Business Associate Agreement shall prevail to the extent such an interpretation ensures compliance with the HIPAA Rules.

State Agency Coding:

ALN Number	<u> </u>	<u>93.045</u>	<u>93.053</u>	<u> </u>
Company	<u>1000</u>	<u>2003</u>	<u>2003</u>	<u> </u>
Account	<u>520657004</u>	<u>520657004</u>	<u>520657004</u>	<u> </u>
Center Req	<u>1920310</u>	<u>1920310</u>	<u>1920310</u>	<u> </u>
Center User	<u>E0209</u>	<u>E0209</u>	<u>C0201</u>	<u> </u>
Dollar Total	<u>\$21,988.08</u>	<u>\$124,599.09</u>	<u>\$33,895.05</u>	<u> </u>
Company	<u>1000</u>	<u>2003</u>	<u> </u>	<u> </u>
Account	<u>520657005</u>	<u>520657005</u>	<u> </u>	<u> </u>
Center Req	<u>1920310</u>	<u>1920310</u>	<u> </u>	<u> </u>
Center User	<u>E0309</u>	<u>E0309</u>	<u> </u>	<u> </u>
Dollar Total	<u>\$4,503.58</u>	<u>\$25,520.30</u>	<u> </u>	<u> </u>
Company	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Account	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Center Req	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Center User	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Dollar Total	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DHS Program Contact Person Taylor McLennan
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Provider Program Contact Person Jessica Pickett
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Provider Fiscal Contact Person Michelle Bathke
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Agreement# 9193-657-017 26
 PO# 26SC193422
 Vendor # 12054862
 Group 02

Exhibit 2				
LOCATION OF NUTRITION SERVICES				
Subrecipient	Congregate Services		Home Delivered Services	
	City	County	City	County
City of Mitchell	Mitchell (4 locations), Mt. Vernon	Davison	Mitchell	Davison
City of Mitchell	Parkston, Tripp	Hutchinson		Hutchinson



Conducting the Public's Business in Public

A guide to South Dakota's
Open Meetings Laws
(Revised 2025)

Prepared by:
S.D. Attorney General's Office
in partnership with the
S.D. NewsMedia Association

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Q: WHAT ARE SOUTH DAKOTA'S OPEN MEETINGS LAWS?

A: South Dakota's open meetings laws embody the principle that the public is entitled to the greatest possible information about public affairs and are intended to encourage public participation in government. SDCL Ch. 1-25 requires that official meetings of public bodies must be public and advance notice is to be given of such meetings. The statutes define an "official meeting" as one where a quorum of the public body is present and at which official business or public policy of the body is discussed or decided. Openness in government is encouraged.

Q: WHO DOES THE OPEN MEETINGS LAWS APPLY TO?

A: The open meetings laws apply to all public bodies of the state and its political subdivisions. SDCL 1-25-1, 1-25-12(3). This includes cities, counties, school boards and other public bodies created by ordinance or resolution, such as appointed boards, task forces, and committees, so long as they have authority to exercise sovereign power. SDCL 1-25-12(2). Although no court decisions have been issued on the subject, this probably does not include bodies that serve only in an advisory capacity. The State Constitution allows the Legislature and the Unified Judicial System to create rules regarding their own separate functions.

Q: ARE TELECONFERENCES CONSIDERED PUBLIC MEETINGS?

A: Yes. The open meetings laws allow meetings, including executive or closed meetings, to be conducted by teleconference – defined as an exchange of information by audio, video, or electronic means (including the internet) – if a place is provided for the public to participate. SDCL 1-25-1.5, 1-25-12(5). In addition, for teleconferences where

less than a quorum of the public body is present at the location open to the public, arrangements must also be made for the public to listen by telephone or internet (except for portions of meetings properly closed for executive sessions). SDCL 1-25-1.6. The media and public must be notified of teleconference meetings under the same notice requirements as any other meeting.

Q: HOW ARE THE PUBLIC AND MEDIA NOTIFIED WHEN PUBLIC BUSINESS IS BEING DISCUSSED?

A: SDCL 1-25-1.1 requires that all political subdivisions (except the state and its boards, commissions, or departments as provided in § 1-25-1.3) prominently post a notice and copy of the proposed agenda at the political subdivision's principal office. At a minimum, the proposed agenda must include the date, time, and location of the meeting and must be visible, readable, and accessible to the public for 24 continuous hours immediately preceding the meeting. Also, if the political subdivision has its own website, the notice must be posted on the website upon dissemination of the notice. For special or rescheduled meetings, political subdivisions must comply with the regular meeting notice requirements as much as circumstances permit. The notice must be delivered in person, by mail, by email, or by telephone to all local news media who have asked to be notified. It is good practice for local media to renew requests for notification of special or rescheduled meetings at least annually.

SDCL 1-25-1.3 varies slightly from SDCL 1-25-1.1 and requires the State and its agencies, boards, commissions, or departments to give notice by posting a proposed agenda at least 72 continuous hours before a meeting is scheduled to start (this does not include any weekend or legal holiday). The State is also required to give notice of a public meeting by posting its proposed agenda on <http://boardsandcommissions.sd.gov>.

Q: WHO ARE LOCAL NEWS MEDIA?

A: There is no definition of “local news media” in SDCL ch. 1-25. “News media” is defined in SDCL 13-1-57 generally as those personnel of a newspaper, periodical, news service, radio station, or television station regardless of the medium through which their content is delivered. The Attorney General is of the opinion that “local news media” is all news media – broadcast and print – that regularly carry news to the community.

Q: IS A PUBLIC COMMENT PERIOD REQUIRED AT PUBLIC MEETINGS?

A: Yes. Public bodies are required to provide at every official meeting a period of time on their agenda for public comment. SDCL 1-25-1. Each public body has the discretion to limit public comment as to the time allowed for each topic commented on, and as to the total time allowed for public comment. Public comment is not required at meetings held solely for an executive session, inauguration, presentation of an annual report, or swearing in of elected officials.

Q: CAN PUBLIC MEETINGS BE RECORDED?

A: Yes, SDCL 1-25-11 requires public bodies to allow recording (audio or video) of their meetings if the recording is reasonable, obvious, and not disruptive. This requirement does not apply to those portions of a meeting confidential or closed to the public.

Q: WHEN CAN A MEETING BE CLOSED TO THE PUBLIC AND MEDIA?

A: SDCL 1-25-2 allows a public body to close a meeting for the following purposes: 1) to discuss personnel issues pertaining to officers or employees; 2) consideration of the performance or discipline of a student, or the student’s participation in interscholastic activities; 3) consulting with legal counsel, or reviewing communications from legal counsel about proposed or pending litigation or

contractual matters; 4) employee contract negotiations; 5) to discuss marketing or pricing strategies of a publicly-owned competitive business; or 6) to discuss information related to the protection of public or private property such as emergency management response plans or other public safety information. The statute also recognizes that executive session may be appropriate to comport with other laws that require confidentiality or permit executive or closed meetings. Federal law pertaining to students and medical records will also cause school districts and other entities to conduct executive sessions or conduct meetings to refrain from releasing confidential information. Meetings may also be closed by cities and counties for certain economic development matters. SDCL 9-34-19.

Note that SDCL 1-25-2 and SDCL 9-34-19 do not require meetings be closed in any of these circumstances.

Any official action based on discussions in executive session must, however, be made at an open meeting.

Q: WHAT IS THE PROPER PROCEDURE FOR EXECUTIVE SESSIONS?

A: Motions for executive sessions must refer to the specific state or federal law allowing for the executive session i.e. “pursuant to SDCL 1-25-2(3).” Also, best practice to avoid public confusion would be that public bodies explain the reason for going into executive session. For example, the motion might state “motion to go into executive session pursuant to SDCL 1-25-2(1) for the purposes of discussing a personnel matter,” or “motion to go into executive session pursuant to SDCL 1-25-2(3) for the purposes of consulting with legal counsel.”

Discussion in the executive session must be strictly limited to the announced subject. No official votes may be taken on any matter during an executive session. The public body must return to open session before any official action can be taken.

Q: WHAT HAPPENS IF THE MEDIA OR PUBLIC IS IMPROPERLY EXCLUDED FROM A MEETING OR OTHER VIOLATIONS OF THE OPEN MEETING LAWS OCCUR?

A: Excluding the media or public from a meeting that has not been properly closed subjects the public body or the members involved to: (a) prosecution as a Class 2 misdemeanor punishable by a maximum sentence of 30 days in jail, a \$500 fine or both; or (b) a reprimand by the Open Meeting Commission ("OMC"). The same penalties apply if the agenda for the meeting is not properly posted, or other open meeting violations occur.

Also, action taken during any meeting that is not open or has not been properly noticed could, if challenged, be declared null and void.

Q: HOW ARE ISSUES REFERRED TO THE OPEN MEETINGS COMMISSION ("OMC")?

A: Persons alleging violations of the open meetings laws must make their complaints with law enforcement officials in the county where the offense occurred. After a signed and notarized complaint is made under oath, and any necessary investigation is conducted, the State's Attorney may: (a) prosecute the case as a misdemeanor; (b) find that the matter has no merits and file a report with the Attorney General for statistical purposes; or (c) forward the complaint to the OMC for a determination. The OMC is comprised of five State's Attorneys or Deputy State's Attorneys appointed by the Attorney General. The OMC examines whether a violation has occurred and makes written public findings explaining its reasons. If you have questions on the procedures or status of a pending case, you may contact the Attorney General's Office at 605-773-3215 to talk to an assistant for the OMC. Procedures for the OMC are posted on the website for the Office of Attorney General. <http://atg.sd.gov/>.

Q: WHAT DOES THE TERM "SOVEREIGN POWER" MEAN?

A: The open meetings laws do not define this term, but it generally means the power to levy taxes, impose penalties, make special assessments, create ordinances, abate nuisances, regulate the conduct of others, or perform other traditional government functions. The term may include the exercise of many other governmental functions. If an entity is unclear whether it is exercising "sovereign power" it should consult with legal counsel.

Q: MAY AGENDA ITEMS BE CONSIDERED IF THEY ARE ADDED LESS THAN 24 HOURS BEFORE A MEETING?

A: Proposed agendas for public meetings must be posted at least 24 hours in advance of the meeting. The purpose of providing advance notice of the topics to be discussed at a meeting is to provide information to interested members of the public concerning the governing body's anticipated business. Typically, the public body adopts the final agenda upon convening the meeting. At the time the final agenda is adopted, the governing body may add or delete agenda items and may also change the order of business. See *In re Yankton County Commission, Open Meetings Commission Decision # 20-03*, December 31, 2020. New items cannot be added after the agenda has been adopted by the governing body.

Public bodies are strongly encouraged to provide at least 24 hours' notice of all agenda items so as to be fair to the public and to avoid dispute.

For special or rescheduled meetings, public bodies are to comply to the extent circumstances permit. In other words, posting less than 24 hours in advance may be permissible in emergencies.

Q: ARE EMAIL DISCUSSIONS "MEETINGS" FOR PURPOSES OF THE OPEN MEETINGS LAWS?

A: The definition of an "official meeting" in SDCL 1-25-12(1) specifically includes meetings conducted by "electronic means, including electronic mail, instant messaging, social media, text message, or virtual meeting platform[.]" A quorum of a public body that discusses official business of that body via electronic means is conducting an official meeting for purposes of the open meetings laws. Electronic communications made solely for scheduling purposes do not fall within the definition of an official meeting.

Q: WHAT RECORDS MUST BE AVAILABLE TO THE PUBLIC IN CONJUNCTION WITH PUBLIC MEETINGS?

A: SDCL 1-25-1.4 requires state boards, commissions, or departments to make public meeting materials available on <http://boardsandcommissions.sd.gov>. SDCL 1-27-1.16 requires that any other public body must post meeting materials on the public body's website or make those materials available to the public at least twenty-four hours prior to the hearing or when made available to the members of the public body, whichever is later. Finally, SDCL 1-27-1.17 requires that draft minutes of public meetings must be made available to the public at the principal place of business for the public body within 10 business days after the meeting (or any audio and visual recording must be made available on the website for the public body within five business days).

These laws are in addition to any specific requirements for public bodies (i.e., publication requirements in state laws pertaining to cities, counties, or school districts). Enforcement of public records laws contained in SDCL Ch. 1-27 are handled by separate procedures found in SDCL 1-27-35, et. seq. rather than the open meeting procedures described above. Violations of SDCL 1-27-1.16 and 1-27-1.17 are also Class 2 misdemeanors.

Q: WHAT REQUIREMENTS APPLY TO TASK FORCES, COMMITTEES AND WORKING GROUPS?

A: Task forces and committees that exercise "sovereign power," and are created by statute, ordinance, or proclamation are required to comply with the open meetings laws. SDCL 1-25-12(1). Task forces, committees, and working groups that are not created by statute, ordinance, or proclamation, or are advisory only, may not be subject to the open meetings laws, but are encouraged to comply to the extent possible when public matters are discussed. Ultimately, if such advisory task forces, committees and working groups present any reports or recommendations to public bodies, the public bodies must wait until the next meeting (or later) before taking final action on the recommendations. SDCL 1-27-1.18.

Q: ARE PUBLIC BODIES REQUIRED TO REVIEW THE OPEN MEETINGS LAWS?

A: Public bodies must annually review an explanation of the open meetings laws provided by the Attorney General, along with any other material pertaining to the open meetings laws made available by the Attorney General. SDCL 1-25-13. Each public body must report in its minutes that the annual review of the open meetings laws was completed.

PERTINENT S.D. OPEN MEETINGS STATUTES
(other specific provisions may apply depending on the public body involved)

1-25-1. OPEN MEETINGS. An official meeting of a public body is open to the public unless a specific law is cited by the public body to close the official meeting to the public.

It is not an official meeting of one public body if its members provide information or attend the official meeting of another public body for which the notice requirements of § 1-25-1.1 or 1-25-1.3 have been met. It is not an official meeting of a public body if its members attend a press conference called by a representative of the public body.

For any event hosted by a nongovernmental entity to which a quorum of the public body is invited and public policy may be discussed, but the public body does not control the agenda, the public body may post a public notice of a quorum, in lieu of an agenda. The notice of a quorum must meet the posting requirements of § 1-25-1.1 or 1-25-1.3 and must contain, at a minimum, the date, time, and location of the event.

The public body shall reserve at every official meeting a period for public comment, limited at the public body's discretion as to the time allowed for each topic and the total time allowed for public comment, but not so limited as to provide for no public comment.

Public comment is not required at an official meeting held solely for the purpose of meeting in executive session, an inauguration, presentation of an annual report to the public body, or swearing in of a newly elected official, regardless of whether the activity takes place at the time and place usually reserved for an official meeting.

If a quorum of township supervisors, road district trustees, or trustees for a municipality of the third class meets solely for purposes of implementing previously publicly adopted policy; carrying out ministerial functions of that township, district, or municipality; or undertaking a factual investigation of conditions related to public safety; the meeting is not subject to the provisions of this chapter.

A violation of this section is a Class 2 misdemeanor.

1-25-1.1. PUBLIC NOTICE OF POLITICAL SUBDIVISIONS. Each political subdivision shall provide public notice, with proposed agenda, that is visible, readable, and accessible for at least an entire, continuous twenty-four hours immediately preceding any official meeting, by posting a copy of the notice, visible to the public, at the principal office of the political subdivision holding the meeting. The proposed agenda shall include the date, time, and location of the meeting. The notice shall also be posted on the political subdivision's website upon dissemination of the notice, if a website exists. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by

telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, each political subdivision shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

1-25-1.3. PUBLIC NOTICE OF STATE. The state shall provide public notice of a meeting by posting a copy of the proposed agenda at the principal office of the board, commission, or department holding the meeting. The proposed agenda shall include the date, time, and location of the meeting, and be visible, readable, and accessible to the public. The agenda shall be posted at least seventy-two hours before the meeting is scheduled to start according to the agenda. The seventy-two hours does not include Saturday, Sunday, or legal holidays. The notice shall also be posted on a state website, designated by the commissioner of the Bureau of Finance and Management. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, the state shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

1-25-1.5. TELECONFERENCE MEETING. Any official meeting may be conducted by teleconference. A teleconference may be used to conduct a hearing or take final disposition regarding an administrative rule pursuant to § 1-26-4. A member is deemed present if the member answers present to the roll call conducted by teleconference for the purpose of determining a quorum. Each vote at an official meeting held by teleconference may be taken by voice vote. If any member votes in the negative, the vote shall proceed to a roll call vote.

1-25-1.6. TELECONFERENCE PARTICIPATION. At any official meeting conducted by teleconference, there shall be provided one or more places at which the public may listen to and participate in the teleconference meeting. For any official meeting held by teleconference, that has less than a quorum of the members of the public body participating in the meeting who are present at the location open to the public, arrangements shall be provided for the public to listen to the meeting via telephone or internet. The requirement to provide one or more places for the public to listen to the teleconference does not apply to official meetings closed to the public pursuant to specific law.

1-25-2. EXECUTIVE SESSION. Executive or closed meetings may be held for the sole purposes of:

(1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term, employee, does not include any independent contractor;

(2) Discussing the expulsion, suspension, discipline, assignment of or the educational program of a student or the eligibility of a student to participate in interscholastic activities provided by the South Dakota High School Activities Association;

(3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters;

(4) Preparing for contract negotiations or negotiating with employees or employee representatives;

(5) Discussing marketing or pricing strategies by a board or commission of a business owned by the state or any of its political subdivisions, when public discussion may be harmful to the competitive position of the business; or

(6) Discussing information pertaining to the protection of public or private property and any person on or within public or private property specific to:

(a) Any vulnerability assessment or response plan intended to prevent or mitigate criminal acts;

(b) Emergency management or response;

(c) Public safety information that would create a substantial likelihood of endangering public safety or property, if disclosed;

(d) Cyber security plans, computer, communications network schema, passwords, or user identification names;

(e) Guard schedules;

(f) Lock combinations;

(g) Any blueprint, building plan, or infrastructure record regarding any building or facility that would expose or create vulnerability through disclosure of the location, configuration, or security of critical systems of the building or facility; and

(h) Any emergency or disaster response plans or protocols, safety or security audits or reviews, or lists of emergency or disaster response personnel or material; any location or listing of weapons or ammunition; nuclear, chemical, or biological agents; or other military or law enforcement equipment or personnel.

However, any official action concerning the matters pursuant to this section shall be made at an open official meeting. An executive or closed meeting must be held only upon a majority vote of the members of the public body present and voting, and discussion during the closed meeting

is restricted to the purpose specified in the closure motion. Nothing in § 1-25-1 or this section prevents an executive or closed meeting if the federal or state Constitution or the federal or state statutes require or permit it. A violation of this section is a class 2 misdemeanor.

1-25-6. DUTY OF STATE'S ATTORNEY. If a complaint alleging a violation of chapter 1-25 is made pursuant to § 23A-2-1, the state's attorney shall take one of the following actions:

(1) Prosecute the case pursuant to Title 23A;

(2) Determine that there is no merit to prosecuting the case. Upon doing so, the state's attorney shall send a copy of the complaint and any investigation file to the attorney general. The attorney general shall use the information for statistical purposes and may publish abstracts of such information, including the name of the government body involved for purposes of public education; or

(3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action.

1-25-6.1. DUTY OF STATE'S ATTORNEY (COUNTY COMMISSION ISSUES). If a complaint alleges a violation of this chapter by a board of county commissioners, the state's attorney shall take one of the following actions:

(1) Prosecute the case pursuant to Title 23A;

(2) Determine that there is no merit to prosecuting the case. The attorney general shall use the information for statistical purposes and may publish abstracts of the information as provided by § 1-25-6;

(3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action; or

(4) Refer the complaint to another state's attorney or to the attorney general for action pursuant to § 1-25-6.

1-25-7. REFERRAL TO OMC. Upon receiving a referral from a state's attorney or the attorney general, the South Dakota Open Meetings Commission shall examine the complaint and investigatory file submitted by the state's attorney or the attorney general and shall also consider signed written submissions by the persons or entities that are directly involved. Based on the investigatory file submitted by the state's attorney or the attorney general and any written responses, the commission shall issue a written determination on whether the conduct violates this chapter, including a statement of the reasons therefor and findings of fact on each issue and conclusions of law necessary for the proposed decision. The final decision shall be made by a majority of the commission members, with each member's vote set forth in the written decision. The final decision shall be filed with the attorney general and shall be provided to the public entity and or public officer involved, the state's attorney,

and any person that has made a written request for such determinations. If the commission finds a violation of this chapter, the commission shall issue a public reprimand to the offending official or governmental entity. However, no violation found by the commission may be subsequently prosecuted by the state's attorney or the attorney general. All findings and public censures of the commission shall be public records pursuant to § 1-27-1. Sections 1-25-6 to 1-25-9, inclusive, are not subject to the provisions of chapter 1-26.

1-25-8. OMC Members. The South Dakota Open Meeting Commission is comprised of five state's attorneys or deputy state's attorneys appointed by the attorney general. Each commissioner serves at the pleasure of the attorney general. The members of the commission shall choose a chair of the commission annually by majority vote.

1-25-12. DEFINITIONS. Terms used in the open meetings laws mean:

(1) "Official meeting," any meeting of a quorum of a public body at which official business or public policy of that public body is discussed or decided by the public body, whether in person or by means of teleconference or electronic means, including electronic mail, instant messaging, social media, text message, or virtual meeting platform, provided the term does not include communications solely to schedule a meeting or confirm attendance availability for a future meeting;

(2) "Political subdivision," any association, authority, board, municipality, commission, committee, council, county, school district, task force, town, township, or other local governmental entity, which is created by statute, ordinance, or resolution, and is vested with the authority to exercise any sovereign power derived from state law;

(3) "Public body," any political subdivision or the state;

(4) "State," each agency, board, commission, or department of the State of South Dakota, not including the Legislature; and

(5) "Teleconference," an exchange of information by any audio, video, or electronic medium, including the internet.

1-25-13. ANNUAL REVIEW OF OPEN MEETING LAWS. Any agency, as defined in § 1-26-1, or political subdivision of this state, that is required to provide public notice of its meetings pursuant to § 1-25-1.1 or 1-25-1.3 must annually review the following, during an official meeting of the agency or subdivision:

(1) The explanation of the open meeting laws of this state published by the attorney general, pursuant to § 1-11-1; and

(2) Any other material pertaining to the open meeting laws of this state provided by the attorney general.

The agency or subdivision must include in the minutes of the official meeting an acknowledgement that the review was completed.

1-27-1.16. MEETING PACKETS AND MATERIALS.

If a meeting is required to be open to the public pursuant to § 1-25-1 and if any printed material relating to an agenda item of the meeting is prepared or distributed by or at the direction of the governing body or any of its employees and the printed material is distributed before the meeting to all members of the governing body, the material shall either be posted on the governing body's website or made available at the official business office of the governing body at least twenty-four hours prior to the meeting or at the time the material is distributed to the governing body, whichever is later. If the material is not posted to the governing body's website, at least one copy of the printed material shall be available in the meeting room for inspection by any person while the governing body is considering the printed material. However, the provisions of this section do not apply to any printed material or record that is specifically exempt from disclosure under the provisions of this chapter or to any printed material or record regarding the agenda item of an executive or closed meeting held in accordance with § 1-25-2. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to printed material, records, or exhibits involving contested case proceedings held in accordance with the provisions of chapter 1-26.

1-27-1.17. DRAFT MINUTES. The unapproved, draft minutes of any public meeting held pursuant to § 1-25-1 that are required to be kept by law shall be available for inspection by any person within ten business days after the meeting. However, this section does not apply if an audio or video recording of the meeting is available to the public on the governing body's website within five business days after the meeting. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to draft minutes of contested case proceedings held in accordance with the provisions of chapter 1-26.

1-27-1.18. WORKING GROUP REPORTS. Any final recommendations, findings, or reports that result from a meeting of a committee, subcommittee, task force, or other working group which does not meet the definition of a political subdivision or public body pursuant to § 1-25-1, but was appointed by the governing body, shall be reported in open meeting to the governing body which appointed the committee, subcommittee, task force, or other working group. The governing body shall delay taking any official action on the recommendations, findings, or reports until the next meeting of the governing body.



Open Meetings Laws in South Dakota

Updated
November 2025

SDCL 1-25-13

In 2025, the legislature enacted SDCL 1-25-13 which requires an annual review of:

- (1) The explanation of the open meeting laws of this state published by the attorney general, pursuant to § 1-11-1; and
- (2) Any other material pertaining to the open meeting laws of this state provided by the attorney general.

Open Meeting Basics

South Dakota political subdivisions exercising sovereign power are required to follow the state's open meetings laws. This includes ensuring official meetings are open to the public, providing adequate notice to the public of meetings, and allowing public comment periods at official meetings.

This presentation is intended to highlight common issues, not cover all open meetings laws in detail.

For more information, please refer to the South Dakota Attorney General's Office brochure entitled "Conducting the Public's Business in Public" which has been provided for review.

Who must follow open meetings laws?

SD open meetings laws apply to political subdivisions of South Dakota which exercise sovereign power.

This means that any public body of the City that has the authority to exercise sovereign power, such as implementing taxes, creating regulations, imposing penalties, etc., must comply with the open meetings laws. Public bodies that are advisory only are not required to comply with the open meetings laws.

Each public body of the city that has the authority to exercise sovereign power must also review the open meetings laws annually.

What are open meetings?

Open meetings include all official meetings of the political subdivision. This is when a quorum of members are present and official business or public policy of the body is discussed or decided.

Open meetings include in person meetings, but also teleconferences, group texts, and group emails that include a quorum where official business or public policy of the political subdivision is discussed or decided.

How is the public notified?

Generally, a political subdivision is required to post a notice for an official meeting at least 24 hours in advance. Less than 24 hours' notice is permitted under certain circumstances, but as much notice as possible should still be provided.

The notice must include the date, time, and location of the meeting and the items proposed to be discussed. The notice must be posted at political subdivision's principal office and on its official website. It must also be delivered to all local news media that have asked to be notified.

The political subdivision is also required to provide meeting materials on its website at least 24 hours in advance or when the materials are provided to board members, whichever is later.

How can the public participate?

The public is entitled to attend open meetings and may record the meetings if the recording is reasonable, obvious, and not disruptive.

The political subdivision must also allow public comment at official meetings, except for those held exclusively for certain purposes. The political subdivision may limit public comment as to the time allowed for each topic, and as to the total time allowed for public comment.

The public is not entitled to attend or participate in a political subdivision's executive sessions.

When can a meeting be closed?

A political subdivision can hold private, executive sessions that are closed to the public and media. SDCL 1-25-2 provides several categories of discussions that may be done in executive session. Executive session may also be held when the federal or state constitution or federal or state statutes require or permit it.

To enter executive session, the political subdivision must make a motion to enter executive session and cite the statute that applies to the discussions to be held. Discussions in executive session are limited to the cited statute.

No action may be taken during executive session. Any action to be taken relative to matters discussed in executive session must be done once the political subdivision has returned to open session.

Questions/Comments/Discussion

For more information, please refer to the South Dakota Attorney General's Office brochure entitled "Conducting the Public's Business in Public" and South Dakota Codified Laws Chapter 1-25.

August 2025 Client Category Summary

<u>Client Category</u>	<u>Adult Riders</u>	<u>Infant Riders</u>	<u>Youth Riders</u>	<u>Personal Care Attendants</u>	<u>Other Riders</u>	<u>Totals</u>
Elderly Ambulatory	1051	0	1	11	0	1063
Elderly Non Ambulatory	446	0	4	36	0	486
General Public	627	1	0	0	0	628
Handicap Ambulatory	1150	0	114	0	0	1264
Handicap Non Ambulatory	90	0	22	0	0	112
Youth	46	0	1268	0	5	1319
Totals	3410	1	1409	47	5	4872
						4872

August 2025 Trip Purpose Summary

<u>Trip Purpose</u>	<u>Adult Riders</u>	<u>Infant Riders</u>	<u>Youth Riders</u>	<u>Personal Care Attendants</u>	<u>Other Riders</u>	<u>Totals</u>
Education	27	0	965	0	0	992
Employment	1011	0	87	0	0	1098
Medical	1025	0	122	45	5	1197
Nutrition	85	0	0	0	0	85
Same Day Education	0	0	1	0	0	1
Same Day Employment	9	0	0	0	0	9
Same Day Medical	25	1	0	2	0	28
Same Day Shopping	8	0	0	0	0	8
Same Day Social Rec	18	0	1	0	0	19
Shopping	213	0	0	0	0	213
Social/Recreational	989	0	233	0	0	1222
Totals	3410	1	1409	47	5	4872
						4872

September 2025 Trip Purpose Report

<u>Trip Purpose</u>	<u>Adult Riders</u>	<u>Infant Riders</u>	<u>Youth Riders</u>	<u>Personal Care Attendants</u>	<u>Other Riders</u>	<u>Total</u>
Education	59	0	2963	0	0	3022
Employment	1073	0	115	0	0	1188
Medical	953	5	122	41	8	1129
Nutrition	135	0	0	0	0	135
Same Day Education	0	0	1	0	0	1
Same Day Employment	6	0	0	0	0	6
Same Day Medical	10	0	0	4	0	14
Same Day Shopping	6	0	0	0	0	6
Same Day Social Rec	14	0	0	0	0	14
Shopping	222	0	0	4	0	226
Social/Recreational	1116	0	48	21	0	1185
Totals	3594	5	3249	70	8	6926

September 2025 Client Category Report

<u>Client Category</u>	<u>Adult Riders</u>	<u>Infant Riders</u>	<u>Youth Riders</u>	<u>Personal Care Attendants</u>	<u>Other Riders</u>	<u>Total</u>
Elderly Ambulatory	1228	0	2	24	0	1254
Elderly Non Ambulatory	357	0	0	39	0	396
General Public	632	5	0	0	0	637
Handicap Ambulatory	1275	0	270	0	0	1545
Handicap Non Ambulatory	94	0	41	5	0	140
Youth	8	0	2936	2	8	2954
Totals	3594	5	3249	70	8	6926

October 2025 Ridership

<u>Client Category</u>	<u>Adult Riders</u>	<u>Child Riders</u>	<u>Youth Riders</u>	<u>Personal Care Attendant</u>	<u>Other Riders</u>	<u>Total</u>
Elderly Ambulatory	1196	0	0	6	0	1202
Elderly Non Ambulatory	451	0	0	43	0	494
General Public	579	0	0	4	0	583
Handicap Ambulatory	1445	0	250	0	1	1696
Handicap Non Ambulatory	73	0	42	1	0	116
Youth	12	1	3069	0	15	3097
Totals	3756	1	3361	54	16	7188
						7188

October 2025 Ridership

<u>Trip Purpose</u>	<u>Adult Riders</u>	<u>Child Riders</u>	<u>Youth Riders</u>	<u>Personal Care Attendant</u>	<u>Other Riders</u>	<u>Total</u>
Education	73	0	3063	0	0	3136
Employment	1089	0	109	0	0	1198
Medical	1115	1	134	49	16	1315
Nutrition	172	0	0	0	0	172
Same Day Education	0	0	3	0	0	3
Same Day Employment	5	0	0	0	0	5
Same Day Medical	29	0	0	3	0	32
Same Day Shopping	6	0	0	0	0	6
Same Day Social Rec	12	0	0	0	0	12
Shopping	230	0	0	2	0	232
Social/Recreational	1025	0	52	0	0	1077
Total	3756	1	3361	54	16	7188
						7188

Unduplicate	59 & Under	60 & Over	Total Rides	Total Miles
October	304	205	7188	19051
November				
December				
January				
February				
March				
April				
May				
June				
July				
August				
September				
Year to Date			7188	19051

Year to Date			
	2024	2025	2026
Total Rides	87791	72786	
Total Miles	202883	198291	

June 2024 - September 2025 Eligible Nutrition Meals

September 2025

Site	September	Last Year September	Year To Date		
County Fair Dine Card	217	232	3661		
Coborns Dine Card	259	176	2839		
JVCC Congregate	405	328	5141		
Blizzard Meals	0	0	14		
JVCC 2nd Meals	841	601	9371		
Wesley Acres 2nd	0	0	15		
Cath. Squares 2nd	0	10	167		
Meadowlawn 2nd	24	10	545		
Greenridge 2nd	40	10	152		
Total 2nd Meals	912	663	10707		
Eligible 2nd Meals	905	631	10250		
Ineligible 2nd Meals	7	32	457		
Greenridge Ineligible	0	0	4		
Cath. Squares Ineligible	0	20	267		
JVCC Ineligible	17	40	172		
Meadowlawn Ineligible	0	15	79		

October 2025 - September 2026 Eligible Nutrition Meals

October 2025

Site	October	Last Year October	Year To Date
County Fair Dine Card	273	283	273
Coborns Dine Card	275	70	275
JVCC Congregate	456	336	456
JVCC 2nd Meals	655	654	655
Wesley Acres 2nd	0	0	0
Meadowlawn 2nd	20	22	20
Greenridge 2nd	40	8	40
Total 2nd Meals	721	728	721
Eligible 2nd Meals	715	704	715
Ineligible 2nd Meals	6	24	6
Greenridge Ineligible	0	0	0
JVCC Ineligible	21	36	21
Meadowlawn Ineligible	0	9	0

Mitchell Volunteer Program Report

Month: September – November 2025

1. Volunteers







Total Volunteers– 131

2. Stations:

Total Stations– 69

3. Volunteer Placements

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

Monday		Tuesday	Wednesday	Thursday	Friday
			1	2	3
<p>Happy Fall Y'all</p> 		<p>JVCC OFFICE 605-995-8048 Mon-Fri 8 am-5 pm</p> <p>All Activities Subject To Change</p>	<p>Quilting 9:00 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 9:00 am Walking 9:15 am Mah Jongg/Pinochle 1pm</p>	<p>Quilting 9:00 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 9:00 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 BINGO 1 pm</p> 	<p>Quilting 9:00 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 9:00 am Walking 9:15 am Mah Jongg/Pinochle 1pm BINGO 6:30 pm</p> 	<p>Quilting 9:00 am Walking 9:15/Exercise 9:45 Pool 10:30 am Blood Pressure Checks 11 am – Noon 10 pt pitch 1pm</p> 
12	13	14	15	16	17
<p>Live Music 3-5 pm Rusty Buckets Band</p>	<p>Closed</p> 	<p>Walking 9:15 am Mah Jongg 1 pm</p>	<p>Quilting 9:00 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 9:00 am Walking 9:15 am Mah Jongg/Pinochle 1pm</p>	<p>Quilting 9:00 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>Quilting 9:00 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 BINGO 1 pm</p> 	<p>Quilting 9:00 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 9:00 am Walking 9:15 am Mah Jongg/Pinochle 1pm BINGO 6:30 pm</p> 	<p>Quilting 9:00 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 9:00 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 9:00 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 9:00 am Walking 9:15 am Mah Jongg/Pinochle 1pm</p>	<p>Quilting 9:00 am Walking 9:15 am Exercise 9:45 am Pool 10:30 am Halloween Party 11:30 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 Coffee 9:30-10:30 am Exercise 9:45 am Pool 10:30 am Cribbage/Ponytail Canasta 1 pm	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 Orthopedic Institute Lunch & Learn 11:30 am 10 pt pitch 1 pm
10 Quilting 9 am Walking 9:15 am Exercise 9:45 am Pool/Darts 10:30 am VETERANS APPRECIATION 11:30 am 30 pt Pitch 1 pm Line Dancing 1-2 pm	11 CLOSED  VETERANS DAY	12 Quilting 9 am Walking 9:15 am Coffee 9:30-10:30 am Exercise 9:45 am Pool 10:30 am Cribbage/Ponytail Canasta 1 pm	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 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	18 Walking 9:15 am Mah Jongg 1 pm BINGO 1 pm 	19 Quilting 9 am Holiday Decorating 9-11 am Pool 10:30 am Wednesday Wellness Dementia Awareness 11:30 am Cribbage/Ponytail Canasta 1 pm	20 Quilting 9 am Walking 9:15 am Winter Container Demonstration 10:00 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 Coffee 9:30-10:30 am Exercise 9:45 am Pool 10:30 am Cribbage/Ponytail Canasta 1 pm	27 CLOSED FOR THE THANKSGIVING HOLIDAY 	28 CLOSED FOR THE THANKSGIVING HOLIDAY 
		JVCC OFFICE 605-995-8048 Mon-Fri 8 am-5 pm	All Activities Subject To Change	