



Golf and Cemetery Board Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
December 8, 2025

- 1. 5:45 PM Call to Order**
- 2. Additions or Deletions/Approve Agenda**
- 3. Citizen's Input**
If you need to address the board on an item that was not on the agenda, excluding personnel items, please come forward to the podium and state your name and your concern. Presentations are limited to three minutes. Items will be considered but no action will be taken at this time.
- 4. Delegations**
- 5. Approve Minutes from November 10 Golf and Cemetery Board Meeting**
- 6. Approve Financial Reports**
- 7. Clubhouse Report**
- 8. Superintendent Report**
- 9. Approve 2026 Increase for Golf Pro Eric Hieb**
- 10. Set Date for Next Meeting**
- 11. Adjournment**

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

Golf and Cemetery Board Meeting Minutes
City Council Chambers
November 10, 2025

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

Board members present: Joel Reinesch, Joe Schlimgen, Tom Young, Jeff McEntee, and council liaison Dan Sabers

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

Absent: Terry Reitveld, Lynette Shattuck, and Mark Graham

Citizen's Input: None

Delegations: None

Additions or Deletions to the Agenda: None

The board minutes from the October 16, 2025 meeting were motioned to be approved by Reinesch and seconded by Young. Motion carried.

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

Next was an overview of the **clubhouse report was presented by Hieb**.

Next was the **superintendent report by Gunnare**.

Next was an overview by Nelson of South Dakota Open Meeting Laws.

Next was review and possible approval of the cemetery expansion plans. Gunnare explained the two options that were displayed on the screen. A motion was made by Reinesch and seconded by Schlimgen to approve the first option, with the 'feature' in the center of the expansion (versus along the west side as depicted in the second option). Motion carried.

Next was an executive session. Motion was made by Reinesch and seconded by Young to enter into executive session. Motion carried.

After returning from Executive session, there was a motion by Reinesch and seconded by Young to approve the Lakeview Rates for 2026 as presented. Motion carried.

The next meeting was set for December 8 at 5:45pm.

The meeting was adjourned at 5:25pm.

PACKET : 07554 07555 07556

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3700 CEMETERY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC	I-2157877	101-43700-42600	SUPPLIES & MA ANTIFREEZE,PULLEY,NUTS,BOLTS	209188	49.24
01-01518	VERIZON WIRELESS	I-6127199988	101-43700-42800	UTILITIES ACCT #886931646-00001	209214	65.33
01-08130	C & B OPERATIONS LLC	I-13479272A	101-43700-42600	SUPPLIES & MA SCAG	209084	129.60
01-08281	VESTIS	I-6380324439	101-43700-42600	SUPPLIES & MA MAT CLEANING	209216	33.26
DEPARTMENT 3700 CEMETERY					TOTAL:	277.43

PACKET : 07569 07570 07571

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3700 CEMETERY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00436	CES INC					
		I-IG3895	101-43700-42610	GAS & FUEL GOLF MAINT UNLEADED GAS	209250	174.82
		I-IG3923	101-43700-42610	GAS & FUEL GOLF MAINT RUBY FIELDMASTER	209250	426.56
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.11.25	101-43700-42800	UTILITIES 700 W 23RD AVE	209321	145.04
		I-2581641-4.11.25	101-43700-42800	UTILITIES W 23RD	209321	16.80
		I-2939180-2.11.25	101-43700-42800	UTILITIES 825 INDIAN VILLAGE RD	209321	19.38
01-08281	VESTIS					
		I-6380327743	101-43700-42600	SUPPLIES & MA MAT CLEANING	209362	33.26
DEPARTMENT 3700 CEMETERY					TOTAL:	815.86

PACKET : 07554 07555 07556

VENDOR SET: Mult

FUND : 614 GOLF COURSE

DEPARTMENT: 5250 GOLF COURSE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-01404	MITCHELL IRON & SUPPLY						
		I-87225	614-45250-42600	SUPPLIES & MA V BELT	209156	75.34	
01-01518	VERIZON WIRELESS						
		I-6127199988	614-45250-42800	UTILITIES ACCT #886931646-00001	209214	39.73	
					DEPARTMENT 5250 GOLF COURSE	TOTAL:	115.57
					FUND 614 GOLF COURSE	TOTAL:	115.57

PACKET : 07569 07570 07571

VENDOR SET: Mult

FUND : 614 GOLF COURSE

DEPARTMENT: 5250 GOLF COURSE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00436	CES INC					
		I-IG3895	614-45250-42610	GAS & FUEL GOLF MAINT UNLEADED GAS	209250	174.82
		I-IG3898	614-45250-42610	GAS & FUEL LAKEVIEW UNLEADED GAS	209250	149.34
		I-IG3923	614-45250-42610	GAS & FUEL GOLF MAINT RUBY FIELDMASTER	209250	426.56
01-01199	STURDEVANTS	AUTO VALUE				
		I-815065695	614-45250-42600	SUPPLIES & MA HD AIR FLEET	209352	100.05
01-01830	NORTHWESTERN	ENERGY				
		I-2581639-8.11.25	614-45250-42800	UTILITIES 700 W 23RD AVE	209321	145.04
		I-2581875-8.11.25	614-45250-42800	UTILITIES GOLF CLUB HOUSE	209321	367.94
		I-2581876-6.11.25	614-45250-42800	UTILITIES GOLF CART SHED	209321	24.90
01-02051	MIDCONTINENT	COMMUNICAT				
		I-02630670215057	614-45250-42800	UTILITIES ACCT #026306702	209306	95.39
01-05099	EMME SAND &	GRAVEL INC				
		I-12174	614-45250-42603	SAND/GOLF COU TON TOP DRESSING SAND	209272	1,671.64
01-08892	ERIC HIEB					
		I-11212025	614-45250-42200	GOLF PRO CONT BASE CONTRACT 12.2025	209282	5,189.16
		I-112125	614-45250-42200	GOLF PRO CONT CLOVER CC FEES 12.2025	209282	674.19
01-09470	STEIN SIGN	DISPLAY				
		I-54260	614-45250-43300	IMPROVEMENTS INSTALL NEW GOLF COURSE SIGN	209351	21,632.69
					DEPARTMENT 5250 GOLF COURSE	TOTAL: 30,651.72
					FUND 614 GOLF COURSE	TOTAL: 30,651.72

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

101-GENERAL
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YTD ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
CHARGES-GOODS & SERVICES	<u>138,400</u>	<u>9,085.00</u>	<u>112,483.78</u>	<u>121,644.00</u>	<u>16,756.00</u>	<u>87.89</u>
TOTAL REVENUES	138,400	9,085.00	112,483.78	121,644.00	16,756.00	12.11
<u>EXPENDITURE SUMMARY</u>						
<u>CEMETERY</u>						
SALARIES	261,590	14,452.96	218,317.62	228,773.45	32,816.55	87.45
CURRENT EXPENSES	73,700	2,209.06	51,714.43	41,106.03	32,593.97	55.77
CAPITAL OUTLAY	<u>77,950</u>	<u>0.00</u>	<u>47,050.00</u>	<u>41,795.28</u>	<u>36,154.72</u>	<u>53.62</u>
TOTAL CEMETERY	<u>413,240</u>	<u>16,662.02</u>	<u>317,082.05</u>	<u>311,674.76</u>	<u>101,565.24</u>	<u>24.58</u>
TOTAL EXPENDITURES	413,240	16,662.02	317,082.05	311,674.76	101,565.24	24.58
REVENUE OVER/ (UNDER) EXPENDITURES	(274,840)	(7,577.02)	(204,598.27)	(190,030.76)	(84,809.24)	30.86

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

101-GENERAL

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YDT ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>CHARGES-GOODS & SERVICES</u>						
101-348 CEMETERY PERMITS	5,000	210.00	9,005.00	3,890.00	1,110.00	77.80
101-3481 CEMETERY OPENINGS	60,000	4,525.00	56,550.09	60,375.00 (	375.00)	100.63
101-3482 CEMETERY LOT SALES	38,000	3,950.00	22,254.30	25,951.20	12,048.80	68.29
101-3483 CEMETERY SAT FUNERAL FEE	5,000	400.00	3,300.00	3,200.00	1,800.00	64.00
101-3484 CEMETERY MAINTENANCE FEES	22,000	0.00	21,374.39	23,527.80 (	1,527.80)	106.94
101-3485 COLUMBARIUM LOT SALES	<u>8,400</u>	<u>0.00</u>	<u>0.00</u>	<u>4,700.00</u>	<u>3,700.00</u>	<u>55.95</u>
TOTAL CHARGES-GOODS & SERVICES	138,400	9,085.00	112,483.78	121,644.00	16,756.00	12.11
<hr/>						
TOTAL REVENUE	138,400	9,085.00	112,483.78	121,644.00	16,756.00	12.11

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

101-GENERAL
 CEMETERY

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YDT ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>SALARIES</u>						
101-43700-41100 SALARIES	149,717	11,436.67	129,245.73	135,787.23	13,929.77	90.70
101-43700-41110 OVERTIME	1,250	0.00	1,302.38	642.12	607.88	51.37
101-43700-41120 PART-TIME	30,308	1,235.15	35,068.74	30,284.13	23.87	99.92
101-43700-41200 SOCIAL SECURITY/MEDICARE	13,868	948.90	12,150.34	12,146.65	1,721.35	87.59
101-43700-41300 RETIREMENT	9,058	686.20	7,766.57	8,159.68	898.32	90.08
101-43700-41500 GROUP INSURANCE	57,389	146.04	32,783.86	41,753.64	15,635.36	72.76
101-43700-41700 COMPENSATED ABSENCES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SALARIES	261,590	14,452.96	218,317.62	228,773.45	32,816.55	12.55
<u>CURRENT EXPENSES</u>						
101-43700-42200 PROFESSIONAL FEES/SERVIC	22,000	0.00	0.00	0.00	22,000.00	0.00
101-43700-42500 REPAIR & MAINTENANCE	3,000	0.00	5,881.59	2,814.59	185.41	93.82
101-43700-42510 HEADSTONE REPAIR & MAINT	1,000	0.00	3,160.00	0.00	1,000.00	0.00
101-43700-42600 SUPPLIES & MATERIALS	16,000	348.89	12,615.50	13,553.41	2,446.59	84.71
101-43700-42602 CHEMICALS	8,500	0.00	8,214.14	8,518.11	(18.11)	100.21
101-43700-42603 WEED EATERS SUPPLIES	1,500	0.00	1,705.75	1,288.63	211.37	85.91
101-43700-42604 TREES, SOD & SEED	2,000	0.00	2,000.00	250.00	1,750.00	12.50
101-43700-42610 GAS & FUEL	10,000	1,399.51	7,941.16	7,698.30	2,301.70	76.98
101-43700-42650 UNIFORMS	500	0.00	203.37	165.00	335.00	33.00
101-43700-42690 CHANGE IN INVENTORY	0	0.00	0.00	0.00	0.00	0.00
101-43700-42700 TRAVEL, CONF. & DUES	500	0.00	566.76	367.00	133.00	73.40
101-43700-42800 UTILITIES	5,500	405.71	4,630.97	4,282.15	1,217.85	77.86
101-43700-42830 UTILITIES-WATER/SEWER	2,000	0.00	1,258.69	352.34	1,647.66	17.62
101-43700-42950 CREDIT CARD FEES	0	54.95	0.00	816.50	(816.50)	0.00
101-43700-42999 REFUND OF FEES	<u>1,200</u>	<u>0.00</u>	<u>3,536.50</u>	<u>1,000.00</u>	<u>200.00</u>	<u>83.33</u>
TOTAL CURRENT EXPENSES	73,700	2,209.06	51,714.43	41,106.03	32,593.97	44.23
<u>CAPITAL OUTLAY</u>						
101-43700-43200 BUILDINGS	27,000	0.00	0.00	26,996.28	3.72	99.99
101-43700-43300 IMPROVEMENTS	19,000	0.00	0.00	0.00	19,000.00	0.00
101-43700-43400 MACHINERY & EQUIPMENT	<u>31,950</u>	<u>0.00</u>	<u>47,050.00</u>	<u>14,799.00</u>	<u>17,151.00</u>	<u>46.32</u>
TOTAL CAPITAL OUTLAY	77,950	0.00	47,050.00	41,795.28	36,154.72	46.38
TOTAL CEMETERY	413,240	16,662.02	317,082.05	311,674.76	101,565.24	24.58
=====						
TOTAL EXPENDITURES	413,240	16,662.02	317,082.05	311,674.76	101,565.24	24.58
=====						
REVENUE OVER/(UNDER) EXPENDITURES	(274,840)	(7,577.02)	(204,598.27)	(190,030.76)	(84,809.24)	30.86
=====						

WARNING 2,194 RESTRICTED ACCOUNT(S) OMITTED FROM THIS REPORT

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

614-GOLF COURSE
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YDT ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
INTERGOVERNMENTAL REV	0	0.00	0.00	0.00	0.00	0.00
CHARGES-GOODS & SERVICES	554,200	12,273.14	670,686.50	774,969.75 (	220,769.75)	139.84
MISCELLANEOUS REVENUE	<u>16,500</u>	<u>3.29</u>	<u>12,227.47</u>	<u>16,125.55</u>	<u>374.45</u>	<u>97.73</u>
TOTAL REVENUES	570,700	12,276.43	682,913.97	791,095.30 (	220,395.30)	38.62-
<u>EXPENDITURE SUMMARY</u>						
<u>GOLF COURSE</u>						
OTHER	0	0.00	0.00	0.00	0.00	0.00
SALARIES	245,907	9,868.57	193,713.02	235,982.11	9,924.89	95.96
CURRENT EXPENSES	213,822	11,326.65	202,664.44	222,494.12 (	8,672.12)	104.06
CAPITAL OUTLAY	<u>111,500</u>	<u>0.00</u>	<u>728,621.90</u>	<u>337,078.00</u>	<u>(225,578.00)</u>	<u>302.31</u>
TOTAL GOLF COURSE	<u>571,229</u>	<u>21,195.22</u>	<u>1,124,999.36</u>	<u>795,554.23</u>	<u>(224,325.23)</u>	<u>39.27-</u>
TOTAL EXPENDITURES	571,229	21,195.22	1,124,999.36	795,554.23 (	224,325.23)	39.27-
REVENUE OVER/(UNDER) EXPENDITURES	(529)	(8,918.79)	(442,085.39)	(4,458.93)	3,929.93	742.90-
<u>OTHER SOURCES</u>						
OTHER SOURCES	0	0.00	0.00	3,470.00 (	3,470.00)	0.00
OTHER USES	0	0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	(529)	(8,918.79)	(442,085.39)	(988.93)	459.93	0.00

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

614-GOLF COURSE

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YDT ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>INTERGOVERNMENTAL REV</u>						
614-33930 FEMA DISAST ASST-CFDA #97.036	0	0.00	0.00	0.00	0.00	0.00
614-33931 STATE OF SD-DISASTER ASSIST	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL INTERGOVERNMENTAL REV	0	0.00	0.00	0.00	0.00	0.00
<u>CHARGES-GOODS & SERVICES</u>						
614-3461 MEMBERSHIP FEES	166,000	3,323.10	178,300.79	205,587.57 (	39,587.57)	123.85
614-3462 RANGE MEMBERSHIP	23,000	0.00	23,808.52	26,876.71 (	3,876.71)	116.86
614-34620 RANGE BALLS	23,000	68.08	31,954.10	40,920.07 (	17,920.07)	177.91
614-34622 ADULT GREEN FEES	120,000	1,529.85	149,901.09	156,367.82 (	36,367.82)	130.31
614-34623 ADULT 9/18 SPLIT	0	0.00	0.00	0.00	0.00	0.00
614-34626 PUNCH CARDS	17,000	0.00	17,555.95	16,492.48	507.52	97.01
614-3463 ELECTRIC CART & STORAGE FEE	21,000	4,039.55	19,700.68	21,772.55 (	772.55)	103.68
614-34630 1.5% TOURISM TAX~RANGE BALLS	300	1.02	479.30	619.68 (	319.68)	206.56
614-34631 CART RENTAL	135,000	3,154.74	193,194.35	232,940.21 (	97,940.21)	172.55
614-34632 LAWN BOWLING MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
614-3464 ANNUAL TRAIL FEES	18,000	0.00	16,794.60	15,917.01	2,082.99	88.43
614-34641 LOCKER FEE	1,200	0.00	922.83	856.89	343.11	71.41
614-3465 TOURNAMENT SPONSOR FEE	24,000	0.00	32,159.29	50,096.81 (	26,096.81)	208.74
614-3466 MISC/GAS/PROG/CLUBHOUSE	1,700	156.80	1,753.84	1,501.95	198.05	88.35
614-3467 ADVERTISING REVENUE (NO TAX)	4,000	0.00	4,161.16	5,020.00 (	1,020.00)	125.50
614-3469 INTEREST EARNED	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CHARGES-GOODS & SERVICES	554,200	12,273.14	670,686.50	774,969.75 (	220,769.75)	39.84-
<u>MISCELLANEOUS REVENUE</u>						
614-367 CONTRIBUTION FR PRIVATE SOURCE	0	0.00	116.18	2,500.00 (	2,500.00)	0.00
614-3671 CONTR FR PRIVATE SOURCE LAWN B	0	0.00	0.00	0.00	0.00	0.00
614-3672 CITY CONTRIBUTION	4,500	0.00	0.00	0.00	4,500.00	0.00
614-369 REFUNDS AND REIMBURSEMENTS	<u>12,000</u>	<u>3.29</u>	<u>12,111.29</u>	<u>13,625.55</u> (	<u>1,625.55)</u>	<u>113.55</u>
TOTAL MISCELLANEOUS REVENUE	16,500	3.29	12,227.47	16,125.55	374.45	2.27
TOTAL REVENUE	570,700	12,276.43	682,913.97	791,095.30 (	220,395.30)	38.62-

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

614-GOLF COURSE

GOLF COURSE

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YDT ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>OTHER</u>						
614-45250-21610 ACCRUED LEAVE EXPENSE	0	0.00	0.00	0.00	0.00	0.00
614-45250-21620 PENSION EXPENSE	0	0.00	0.00	0.00	0.00	0.00
614-45250-21630 OPEB EXPENSE	0	0.00	0.00	0.00	0.00	0.00
614-45250-21670 DEPRECIATION EXPENSE	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER	0	0.00	0.00	0.00	0.00	0.00
<u>SALARIES</u>						
614-45250-41100 SALARIES	112,122	8,608.75	97,995.37	103,304.90	8,817.10	92.14
614-45250-41110 OVERTIME	1,000	0.00	1,428.05	605.60	394.40	60.56
614-45250-41120 PART-TIME	67,136	0.00	51,532.09	71,659.68 (	4,523.68)	106.74
614-45250-41200 SOCIAL SECURITY/MEDICARE	13,790	635.36	11,054.18	12,678.62	1,111.38	91.94
614-45250-41300 RETIREMENT	6,787	516.54	5,917.23	6,215.39	571.61	91.58
614-45250-41500 GROUP INSURANCE	45,072	107.92	25,786.10	41,517.92	3,554.08	92.11
614-45250-41700 COMPENSATED ABSENCES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SALARIES	245,907	9,868.57	193,713.02	235,982.11	9,924.89	4.04
<u>CURRENT EXPENSES</u>						
614-45250-42100 INSURANCE	12,000	0.00	11,436.40	13,251.20 (	1,251.20)	110.43
614-45250-42200 GOLF PRO CONTRACT	73,840	7,731.72	84,866.99	97,729.25 (	23,889.25)	132.35
614-45250-42250 PROFESSIONAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
614-45250-42300 PUBLISHING	2,000	0.00	1,906.14	2,175.30 (	175.30)	108.77
614-45250-42400 RENTALS	3,000	0.00	0.00	950.00	2,050.00	31.67
614-45250-42500 REPAIR & MAINTENANCE	12,000	0.00	7,911.83	7,343.54	4,656.46	61.20
614-45250-42600 SUPPLIES & MATERIALS	27,500	259.41	25,120.36	24,909.14	2,590.86	90.58
614-45250-42601 SUPPLIES-LAWN BOWLING	0	0.00	0.00	0.00	0.00	0.00
614-45250-42602 CHEMICALS	25,000	0.00	24,543.91	25,157.81 (	157.81)	100.63
614-45250-42603 SAND/GOLF COURSE	6,000	0.00	3,362.33	1,740.41	4,259.59	29.01
614-45250-42604 TREES & SOD	2,500	0.00	1,080.24	1,027.00	1,473.00	41.08
614-45250-42610 GAS & FUEL	15,000	1,016.83	16,006.13	15,140.89 (	140.89)	100.94
614-45250-42650 UNIFORMS	500	0.00	125.97	39.99	460.01	8.00
614-45250-42690 CHANGE IN INVENTORY	0	0.00	0.00	0.00	0.00	0.00
614-45250-42700 TRAVEL, CONF. & DUES	2,950	0.00	1,420.86	2,949.26	0.74	99.97
614-45250-42800 UTILITIES	20,180	2,304.67	17,103.02	20,526.51 (	346.51)	101.72
614-45250-42830 UTILITIES-WATER/SEWER	3,218	0.00	1,851.17	1,855.88	1,362.12	57.67
614-45250-42920 COMPUTER SOFTWARE	7,834	0.00	4,830.91	6,800.04	1,033.96	86.80
614-45250-42931 SALES TAX	300	14.02	478.18	617.90 (	317.90)	205.97
614-45250-42940 LIABILITY CLAIM	0	0.00	0.00	0.00	0.00	0.00
614-45250-42999 REFUNDS	<u>0</u>	<u>0.00</u>	<u>620.00</u>	<u>280.00 (</u>	<u>280.00)</u>	<u>0.00</u>
TOTAL CURRENT EXPENSES	213,822	11,326.65	202,664.44	222,494.12 (	8,672.12)	4.06-

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

614-GOLF COURSE
 GOLF COURSE

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR YDT ACTUAL	CURRENT YTD ACTUAL	BUDGET BALANCE	% YTD BUDGET
<u>CAPITAL OUTLAY</u>						
614-45250-43200 BUILDINGS	0	0.00	0.00	0.00	0.00	0.00
614-45250-43300 IMPROVEMENTS	20,000	0.00	693,621.90	0.00	20,000.00	0.00
614-45250-43400 MACHINERY & EQUIPMENT	<u>91,500</u>	<u>0.00</u>	<u>35,000.00</u>	<u>337,078.00</u>	<u>(245,578.00)</u>	<u>368.39</u>
TOTAL CAPITAL OUTLAY	111,500	0.00	728,621.90	337,078.00	(225,578.00)	202.31-
TOTAL GOLF COURSE	571,229	21,195.22	1,124,999.36	795,554.23	(224,325.23)	39.27-
	=====	=====	=====	=====	=====	=====
TOTAL EXPENDITURES	571,229	21,195.22	1,124,999.36	795,554.23	(224,325.23)	39.27-

REVENUE OVER/(UNDER) EXPENDITURES	(529)	(8,918.79)	(442,085.39)	(4,458.93)	3,929.93	742.90-
-----------------------------------	--------	-------------	---------------	-------------	----------	---------

OTHER FINANCING SOURCES

614-3900 FROM GENERAL FUND	0	0.00	0.00	0.00	0.00	0.00
614-39104 DAMAGE/LOSS REIMB-CAPITAL ASSE	0	0.00	0.00	0.00	0.00	0.00
614-39127 NOTE PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
614-39131 SALE OF FIXED ASSETS~EQUIP	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>3,470.00</u>	<u>(3,470.00)</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES	0	0.00	0.00	3,470.00	(3,470.00)	0.00

OTHER FINANCING USES

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

REVENUES & OTHER SOURCES OVER

(UNDER) EXPENDITURES & OTHER (USES)	(529)	(8,918.79)	(442,085.39)	(988.93)	459.93	86.94-
-------------------------------------	--------	-------------	---------------	-----------	--------	--------

2025 Rounds Played & Membership Numbers

Rounds

Total Rounds Played in 2023 = 25,416
Total Rounds Played in 2024 = 37,155
2025 Month of November Rounds = 365
Total Rounds Played Through November 2025 = 39,242

Membership

2022 Numbers

Single: 159 Members
Couples: 110 Members
College: 14 Members
Student: 33 Members
Family: 232 Members
Total: 548 Members

2023 Numbers

Single: 160 Members
Couples: 104 Members
College: 17 Members
Student: 34 Members
Family: 228 Members
Total: 543 Members

2024 Numbers

Single: 168 Members
Couples: 102 Members
College: 23 Members
Student: 43 Members
Family: 349 Members
Total: 685 Members

2025 Numbers

Single: 203 Members
Couples: 104 Members (52 Memberships)
College: 27 Members
Student: 41 Members
Family: 371 Members (91 Memberships)
Total: 746 Members (417 Memberships)

Single Range Passes: 71 (74 in 2024)

Family Range Passes: 58 (39 in 2024)

City of Mitchell Fun Pass Membership Numbers

Single: 23 Memberships (23 Members)
Couples: 13 Memberships (26 Members)
Family: 47 Memberships (196 Members)

New Members: 93

Punch cards:

- 18 without Cart (9 Holes)
- 49 with Cart (9 Holes)
- 9 without Cart (18 Holes)
- 8 with Cart (18 Holes)

November/December Lakeview Golf Course Clubhouse Report

- November had 365 rounds of golf played at Lakeview
- Closed the clubhouse and golf course November 15th, last day for play was on November 14th
- Total rounds for 2025 – 39,242
 - Opened on Sunday, March 9th and closed on Friday, November 14th (one of the longest golf seasons I can remember)
 - Weather was great for the 2025 season from temperatures to the amount of rainfall and no rain out days for the golf course
 - A lot of new events and activities that were held at Lakeview this season in 2025
 - New Fundraiser events at Lakeview
 - First Tee Junior Golf Program brought in
 - Lakeview's Junior Golf Clinic – most #'s I have had in my junior golf clinic
 - Vern Eide Tuesday Night League had the most teams ever in it this year
 - Lakeview Ladies Day had a high number of participants with a lot of new faces
 - Couples Tournament was a new addition that Molly and Tyler Sutton put on at Lakeview
 - Hosted SDGA Junior Tour Tournament, SDGA Sanford Series Tournament, SDGA Adult/Junior and Junior State Championship (record # of participants for an SDGA sanctioned event)
 - The #'s were up on all participants in all the different tournaments, leagues, fundraisers and junior golfers
 - Look to grow next year and for years to come in these areas and accommodate the influx of new, beginner and junior golfers as well as the returning golfers to Lakeview.
- Will be having my Holiday Golf Sale again in December for pro shop merchandise; along with selling memberships, punch cards, etc. at normal pricing for the Holiday Season – Starting on Friday, December 12th and Saturday, December 13th
- Preparing things day by day, a little at a time, for 2026 season to accommodate everyone in the golf community

- Reminder of State Events in the upcoming years at Lakeview Golf Course
 - 2026
 - SDGA State Mid Am Championship – June 6th & 7th
 - SDHSAA State A Boys Golf Championship – October 4th & 5th
 - 2027
 - SDGA State Two Woman Championship – June 12th & 13th
 - 2028
 - SDHSAA State B Boys/Girls Golf Championship – June 5th & 6th
 - 2029
 - SDHSAA State AA Girls Golf Championship – June 4th & 5th

Thanks,

Eric Hieb

Golf and Cemetery Board

5:45 PM

December 8th

Community Gardens

- Contracts will go out after the first of the year.
- A waiting list is started.
- Gardeners from last year will have until March 1st to claim their spots.

Cemetery

- Winter graves are marked out.
- Working on small engines.
- Planted 19 new trees throughout the cemetery.
- Snow removal.
- Preparing for tree removal.
- Making budgeting plans for 2026.

Golf

- Making budgeting plans for 2026.
- Moved equipment around for winter storage.
 - Storing a few pieces in the enclosed patio in the club house.
 - Storing a few pieces in the bathroom on #3.
- Eric made list of rental cart issues.
- Starting to go through equipment for after the first of the year.
- Waiting for the ground to firm up to start tree work.
- Supply inventory and asset inventory to be completed.
- Update Best Management Practices.
- Researching filter and injection system for Zebra mussels.
- Making priority for EAB treatment.

Golf & Cemetery Superintendent

Jason Gunnare

CLUBHOUSE MANAGER AGREEMENT

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

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

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

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

This contract is for the term commencing January 1, 2026 and terminating December 31st, 2028 and covering each annual golf season occurring within said term as set forth in Exhibit A which is attached hereto and incorporated by reference.

A. MANAGER AGREES TO PROVIDE OR PERFORM THE FOLLOWING:

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

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

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

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

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

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

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

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

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

6. Manager shall collect the fees charged to personal locker patrons at the set fee of \$40.00 per locker per season and deposit funds to the City as required. Locker rental records

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

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

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

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

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

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

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

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

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

2. City shall provide and maintain a utility service, including gas, electricity, basic phone service (up to two lines), internet and cable TV to the Clubhouse. Manager shall pay all long distance charges which are charged on a City provided line in the Clubhouse. A 900 number block will be installed on the City lines. Any long distance charges or fees on City provided lines other than the basic monthly service fee will be billed to Manager and/or taken out of any salary or commissions due to Manager.
3. City shall furnish all necessary sanitary supplies, such as toilet tissues, paper towels for the restrooms, and cleaning supplies used in the Clubhouse. City will pay for cash register tapes and printing of receipts necessary for the City revenue collection. City shall pay the cost of POS system maintenance and licensing.
4. Upon presentation of records or carbon copies of credit card receipts for payment of fees collected by the Manager on behalf of the City, the City will reimburse Manager for the actual expenses charged to the Manager for credit card services in regard to such City fees and charges when paid by credit card and paid by the Manager to a credit card company. The payments shall be based on the ratio of the total of all sums charged (minus any penalties and interest) in proportion to the sum of the City business charged. The City shall not be obligated to make any such reimbursement in regard to any expense record presented to the Superintendent or City Finance Officer after December 31st of each contract year.
5. City shall provide repairs and maintenance of the Clubhouse structure at no expense to Manager unless such repairs and maintenance are caused by Manager or his employees. No alterations to the Clubhouse structure or fixtures will be allowed except when approved by the City.
6. City shall be paid a tournament entry of \$20.00 per player entered into any tournament held at Lakeview Golf Course, or such other fee as set by the Lakeview Golf Course Board. This payment will come from tournament entry fees paid by the players in addition to any tournament fees. Manager shall provide Superintendent and the Golf Course Board a breakdown of tournament payouts including individual, flight, and total participant numbers, gross receipts, and net payout for each event. City and Golf Board reserves the right to set the payout percentage for events hosted.
7. City shall pay the Manager the remuneration set forth in Exhibit A which is attached hereto and incorporated by reference.
8. If City and Manager do not agree to a continuation of Manager's services for the golf season following the termination of this Agreement by January 15, 2029, Manager shall vacate and remove all of his property of every kind from the Lakeview Golf Course Clubhouse on or before the date of February 15, 2029.

C. GENERAL PROVISIONS

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

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

IN WITNESS WHEREOF, the Parties hereunto affixed their hands and seals this _____ day of _____, 2025.

CITY OF MITCHELL

BY: _____
Mayor

Attest:

Michelle Bathke – Finance Officer

MANAGER

EXHIBIT A

1. The annual sum of \$58,440.00 per year, which shall be paid monthly in equal installments (yearly amount divided by number of contract months in that year), commencing the end of the first full month after this contract is entered into by the City and Manager. All payments will coincide with the first City Council meeting of the month and checks issued in that normal City payment cycle. The City shall be entitled, in its sole discretion, to conclude that the performance of the Manager in regard to his obligations and duties under this Agreement has been unsatisfactory for the month, and the City may determine, in its sole discretion, not to pay a portion of the payment, not to exceed \$500.00, to which Manager is otherwise entitled to had there been no deficiency. However, the exercise of such right by the City shall not be deemed a waiver of such performance by the Manager.
2. A commission of ten percent (10%) of all revenues received from all cart rentals (annual and daily) at the rental rate determined by the City.
3. Commission of ten percent (10%) of all driving range fees collected at the use rates determined by the City including daily and annual range usage fees.
4. Payments and commissions will be paid monthly for each of the months of the Agreement once entered into by the parties and paid upon presentation of the documentation of collected fees as prescribed by this Agreement.
5. The Manager understands that he is not entitled to any fees or commissions on any cart storage or trail fees.
6. In addition to the financial remuneration above set forth, the Manager shall have the free use of the range and golf balls for golf lessons and teaching purposes and the free use of a motorized cart for his own personal use on the premises. All other staff and employees must pay for cart use for golf upon the course at the set rental fees for rental carts owned by the City.