SIoux Falls Naming Committee

Friday, October 25, 2019

1:30 PM

City Center, 1st Floor, Cooper Conference Room #110
231 North Dakota Avenue
Sioux Falls, SD 57104

Meeting Assistance: Upon request, accommodations for meetings will be provided for persons with disabilities. Please contact the Human Relations Office, First Floor, City Hall, 224 West 9th Street, Sioux Falls, SD at 367-8745 (voice) or 367-7039 (TDD) 48 hours in advance of the meeting.

Special Meeting Agenda

Item 1. Call to Order and Quorum Determination

Item 2. Welcome and Introductions

Item 3. Approval of Regular Agenda for October 25, 2019 Meeting

Item 4. Review & Action on July 26, 2019 Special Meeting Minutes

Item 5. Public Input on Non-Agenda Items (Chairperson)
   (5-minute comment period per individual)

Item 6. Review & Action on Naming Application 2019-10-01 for naming city property from the “Comfort Zone” to “Bud Light Lounge” on the main concourse level in the Denny Sanford Premier Center 1201 N West Avenue, Sioux Falls SD.

Presenter(s) – Rick Huffman, Director of Sales and Public Relations, SM Global Management, Inc.

Item 7. Review & Action on Naming Application 2019-10-02 for naming city property from the “Club Cambria” to “Premier Club” on the main concourse level in the Denny Sanford Premier Center 1201 N West Avenue, Sioux Falls SD.

Presenter(s) – Rick Huffman, Director of Sales and Public Relations, SM Global Management, Inc.

(over)
ITEM 8. REVIEW & ACTION on a Commemorative Naming Application 2019-09-01 to the “Charlette Visser Carver Gallery” located on first floor City Hall Lobby, at 224 W 9th Street, Sioux Falls SD.

Presenter(s) – John Beranek, Angelica Mercado, Sioux Falls Arts Council.

ITEM 9. OTHER BUSINESS

ITEM 10. ANNOUNCEMENTS
NEXT MEETING – Friday, November 15, 2019, 1:30 p.m., City Center, 1st Floor, Cooper Conference Room #110, located at 231 North Dakota Avenue, based upon receipt of new application(s) or business.

ITEM 11. ADJOURNMENT

Posted by rls on 10-15-2019
DRAFT
MEETING MINUTES
for the
SIoux FALLS NAMING COMMITTEE
Friday, July 26, 2019
1:30 p.m.
City Center Conference Room #110
231 N Dakota Avenue
Sioux Falls SD 57104
(Staff Liaison: Jeff Eckhoff  367-8888)

MEMBERS PRESENT:  Jeff Eckhoff (Director of Planning & Development Services); Matt Burns (Police Chief); Mark Cotter (Director of Public Works); Brad Goodroad (Fire Rescue Chief); Jodi Fick (Siouxland Libraries); Kelby Mieras (Parks Operations Mgr. and Parks & Recreation Designee); Ronald Rysavy (Citizen Member); Amy Pokela (Citizen Member) – Audio Conference Call in;

MEMBERS ABSENT:  Don Kearney

OTHERS PRESENT:  Darrin Smith and Chelsea Cronin (Washington Pavilion) Shawna Goldammer and Russ Sorenson (Planning Projects Coordinators – Staff Liaisons)

ITEM 1.  CALL TO ORDER & QUORUM DETERMINATION
Naming Committee Vice Chairperson, Matt Burns, called the special meeting to order at 1:33 p.m.

ITEM 2.  WELCOME & INTRODUCTIONS
Naming Committee Vice Chairperson, Matt Burns, welcomed Naming Committee members, acting Parks & Recreation designee, Kelby Mieras, and guests, to this special meeting that was requested by the Applicant. It was noted that there is a Committee quorum, and that Committee Member, Amy Pokela, was present via audio conference call in.

ITEM 3.  APPROVAL OF REGULAR AGENDA for July 26, 2019 Special Meeting
Naming Committee Vice Chairperson, Matt Burns, requested a motion to approve the regular meeting agenda for July 26, 2019 meeting. Committee member Jodi Fick made a motion to approve the July 26, 2019 special meeting agenda. Committee member Brad Goodroad seconded the motion. The motion passed unanimously.

ITEM 4.  REVIEW & ACTION on May 17, 2017 Meeting Minutes
Naming Committee Vice Chairperson, Matt Burns, requested a motion to approve the May 17, 2019 meeting minutes. Committee member Jodi Fick made a motion to approve the meeting minutes as presented. Committee member Brad Goodroad seconded the motion. The motion to approve the May 17, 2019 meeting minutes passed unanimously.

(over)
ITEM 5. Public Input on Non-Agenda Items (Chairperson)
Committee Chairperson, Matt Burns, asked if there were any guests in attendance to speak on non-agenda items. There were no guest comments expressed or received on non-agenda items.

Jeff Eckhoff, Naming Committee Member and Chairperson, arrived at the meeting.

ITEM 6. REVIEW & ACTION on Naming Application 2019-06-01 for naming city property from “South Dakota Gallery” to “Bates Trimble Gallery” on the second level in the Washington Pavilion of Arts and Science’s Visual Arts Center located at 301 S Main Avenue.
Presenter(s) – Darrin Smith and Chelsea Cronin, Washington Pavilion;

Applicant representatives, Darrin Smith and Chelsea Cronin, Washington Pavilion, were present to explain the application submittal.

Darrin Smith, representing the Washington Pavilion of Arts and Sciences, thanked the Naming Committee for conducting the special meeting and presented the application to rename city property from “South Dakota Gallery” to “Bates Trimble Gallery” on the second level in the Washington Pavilion.

Mr. Smith explained the Washington Pavilion of Arts and Science submits the application for renaming of one of the Visual Arts Center’s eight galleries. The proposed name would be the “Bates Trimble Gallery”, named by Karen Bates Trimble in honor of the Bates and Trimble families.

Mr. Smith stated, the proposed gallery is 54.5’ X 26’ (1,417 square feet in area) and located in the northwest corner of the Visual Arts Center. The Visual Arts Center is an accredited museum by the American Alliance of Museums which is home to eight galleries of exhibits and more than 10,000 square feet of exhibition space and produces roughly 22 regional, national and international exhibitions each year. Previously, this space was titled the “South Dakota” gallery. This previous name had no associated with any individuals or occurrences of note, and was selected based on the aesthetic quality of the name.

Mr. Smith highlighted that Karen Bates Trimble was born and raised in Sioux Falls, attending Longfellow Elementary, Patrick Henry Middle School and Washington High School, graduating with the class of 1962. As a member of the marching band and the Majorettes, she recalls these years as some of the best of her life. When her only son Shon, passed away at the early age, she established a perpetual scholarship in his honor through the Sioux Falls Area Community Foundation. In 2019, a similar scholarship was created for graduates of Washington High School. Karen worked at Midland National Life Insurance (now Sammons Financial), followed by Whestern Surety before her retirement in 1998. During her time in Sioux Falls, she volunteered for the Sioux Falls Symphony and the Great Plains Zoo & Delbridge Museum.

Mr. Smith indicated that Karen Bates Trimble has generously agreed to contribute $100,000 to the Washington Pavilion for the naming rights of this gallery. The agreed-upon rate is $10,000 per year. He noted this is consistent with city requirements, and the naming rights would last for ten (10) years.

Mr. Smith mentioned the Visual Arts Center Gallery Naming Agreement has been reformatted to include the City Attorneys Office staff comments, and was recently signed electronically by Karen Bates Trimble. Chelsea Cronin, Washington Pavilion, submitted a signed copy of the naming agreement to city staff at the meeting. Staff Liaison, Russ Sorenson, commented the City Finance Director and City Attorneys Office staff have reviewed the naming agreement and expressed no objections. They were awaiting the newly formatted agreement to be signed. Russ Sorenson acknowledged receipt of the agreement and that he would forward to City Finance and City Attorneys Office.

Mr. Smith briefly reviewed the naming history for the other Pavilion galleries - Everist, Schultz, and Jerstad Galleries. He also mentioned that half of the galleries have approved naming and the other half have yearly
sponsoring names. He noted this is consistent with recent naming at the Visual Arts Center and the Shulz and Jerstad Families, as it was inspired by honoring a family name, rather than individuals.

Mr. Smith commented the Washington Pavilion has been aggressive in obtaining naming an sponsorship opportunities. He explained these sponsorships are critically important on how the facility is financed. On the city side, the city provides support to take care of the facility’s capital projects and improvements. On the operations side, the Pavilion annually identify operating needs as it relates to the building (utilities, minor improvements, building security, etc.) for this city facility. He noted the city does not provide dollars for subsidizing programs or artwork. The Pavilion uses revenues from naming sponsorships and ticket sales dollars to support those features.

Committee Member, Jeff Eckhoff, inquired as to what the previous name was prior to the “South Dakota” gallery name. Mr. Smith replied the name was the “Permanent Collection” Gallery. He noted there are approximately 1,600 artworks archived in the basement area and are used by the curater and staff to create various art exhibitions. Mr. Eckhoff commented that based upon this gallery’s square footage and associated proposed sponsorship revenue, this naming opportunity is a benefit.

There were no other public comments received.

At this time, Naming Committee Vice Chairperson, Matt Burns, yielded the floor back to the Jeff Eckhoff, Chairperson.

Chairperson, Jeff Eckhoff, asked the Naming Committee if there were any further questions from committee members. Hearing none, he requested a motion on this agenda item. Committee Member Matt Burns made a motion to approve the naming of city property from "South Dakota Gallery" to "Bates Trimble Gallery" on the second level in the Washington Pavilion of Arts and Science’s Visual Arts Center located at 301 S Main Avenue.

Committee member Brad Goodyear seconded the motion. There was no further Committee discussion. The motion passed unanimously.

It was noted this naming request would proceed onto the Mayor and City Council for their consideration of an ordinance at a public hearing in August 2019.

ITEM 7. OTHER BUSINESS
None.

ITEM 8. ANNOUNCEMENTS
NEXT MEETING – Friday, August 16, 2019, 1:30 p.m., City Center, 1st Floor, Conference Room #110, located at 231 North Dakota Avenue based upon receipt of new application(s) or business.

ITEM 9. ADJOURNEMENT
With no further business, Committee member Mark Cotter made a motion to adjourn the meeting. Member Ron Rysavy seconded the motion. The motion to adjourn the meeting passed unanimously. The meeting adjourned at approximately 1:50 p.m.
APPLICATION FOR
NAMING, RENAMING, OR COMMEMORATION
OF CITY-OWNED PROPERTIES, INCLUDING STREETS OR
BUILDING FACILITIES, AND INTERIOR SPACES, THEREOF.

To: Director of Planning and Development Services
231 North Dakota Avenue
P.O. Box 7402
Sioux Falls, SD 57117-7402

Director of Planning and Development Services:

I/We, the undersigned, do hereby petition the City of Sioux Falls, South Dakota, to approve the naming, renaming, or commemoration of City-owned properties, including streets, or building facilities and interior spaces thereof, on the property described as:

Legal Description: (Please print or type): [Handwritten: West Club Space or main concourse of Army-Sanford Premier Center]

General Location or Street Address: [Handwritten: 1201 N. West Av., SF50 5704]

Please Check Appropriate Application Category:

☐ Naming or Renaming

☐ City-Owned Street

Please attach the petition signed by at least 60 percent of the number of owners of properties abutting the portion of the street to be renamed.

Existing Name: ________________________________

Proposed Name: ________________________________

Proposed Rename, if applicable: ________________________________

☐ City-Owned Property—Park or Library

Existing Name: ________________________________

Proposed Name: ________________________________

Proposed Rename, if applicable: ________________________________

☐ Other City-Owned Property (other than park property, or library property, or street)

Existing Name: ________________________________

Proposed Name: ________________________________

Proposed Rename, if applicable: ________________________________

☐ Commemorative Designation

A commemorative designation shall not change the official name of the street, building, or other City property, but shall allow for placement of the signs, plaques, or other items to be placed on the building or property or below the existing street signs.

☐ City-Owned Street

☐ City-Owned Property—Park or Library

☐ Other City-Owned Property (other than Park property, or Library property, or street)

Existing Name: ________________________________

Proposed Commemoration Rename: ________________________________
Acknowledgement

I understand that this application, if approved, applies only to naming or renaming or commemoration of City-owned properties, including streets, or building facilities and interior spaces thereof, and is not approval or assurance of compliance with any other City regulation, code, or ordinance. Any information, technical assistance, or review comments by any City official are intended solely as information guidance, and are neither a determination of compliance nor binding on any agency with code enforcement responsibilities of the City.

Company: ASP Global Stoss PLLC
Petitioner Name (Print): Rick Huffman
Signature: [Signature]
Date: 10/21/19
Address: 1201 N. West Ave.
Phone: 605 367 7288
Email: Rick.Huffman@premier-concierge.com
City: Sioux Falls
State: SD
Zip: 57104

(Please complete below if owner is different than above)

Company:
Petitioner Name (Print):
Signature:
Date:
Address:
City
State
Zip
Phone:
Email:

Office Use Only

Submittal Date to Planning Office 10/03/2019

Application Category
☐ City-Owned Property
☐ City-Owned Street
☒ City-Owned Building Facility
☐ Commemoration

General Location or Street Address: 1201 N. WEST AVE.
Checked by: [Signature]

Application Reviewers
☐ Library Board
☐ Parks Board
☐ Street Naming Committee

Review Date
Recommendation (Approve, Approve with Stipulations, or Deny)

City Council Disposition
Date
Final Action (Approve or Deny)
Ordinance No.
Resolution No.
Effective Date
MAIN CONCOURSE LEVEL

<← SECTIONS 103-120
CLUB CAMBRIA
Beer Garden/Lounge

SECTIONS 101-102
121-124 →
SPONSORSHIP AGREEMENT
For
DENNY SANFORD PREMIER CENTER

1. Parties. This Sponsorship Agreement (this "Agreement"), is entered into by and between SMG (the "Operator") and AB/InBev (the "Sponsor") to be effective on the date of execution by SMG (the "Effective Date").

2. Term. This Agreement shall be effective on the Effective Date, however, Sponsorship Rights shall commence on January 1, 2020 and shall terminate on December 31, 2022, unless this Agreement is terminated earlier pursuant to the provisions hereof (the "Term").


a. Sponsor shall be a "signature partner" at the Denney Sanford PREMIER Center (the "PREMIER Center"). The sponsorship rights granted pursuant to this Agreement (the "Sponsorship Rights") are set forth in Exhibit A, attached hereto and incorporated herein by this reference.

b. Sponsor acknowledges that the terms set forth in Exhibit A, attached hereto and incorporated herein by this reference, is subject to approval by the Sioux Falls City Council, due to the entitlement zone naming rights. As such, this contract and Exhibit A will be part of the public record.

c. Notwithstanding any other provisions of this Agreement, Sponsor acknowledges and agrees that PREMIER Center Tenants and/or Licensees are entitled to sell sponsorships, nonpermanent advertising, and promotional rights for their games and events at the PREMIER Center. Such nonpermanent advertising at the PREMIER Center during Tenant games and events shall include, but is not limited to, advertising on the scoreboard, LED ribbon board, dasher boards, ice floor and turf field, concourses, and other areas in and around the PREMIER Center. Sponsor acknowledges and agrees that PREMIER Center Tenants and/or Licensees are entitled to sell advertising for their games and/or events at the PREMIER Center, which advertising may be within the same business category as Sponsor.

d. Notwithstanding anything herein to the contrary, the Operator reserves the right, in its reasonable discretion, to cover, remove, or not illuminate Sponsor signage and not include the Sponsor in promotional material during PREMIER Center events that are not controlled by the Operator, if required to do so pursuant to any written contracts or agreements entered into by the Operator with any unrelated third parties for use of the PREMIER Center; provided, however, the Operator will use commercially reasonable efforts to not be required to cover, remove or not illuminate such signage. Examples of events not controlled by the Operator where Sponsor signage may be required to be covered, removed, or not illuminated include NCAA sponsored events, Olympic trials, religious events and political conventions. If, after use of such efforts, the Operator reasonably and in good faith determines the Sponsor signage must be covered, removed, or not illuminated, then the Operator will exercise due care in the removal or covering of, or disconnecting the electricity illuminating Sponsor signage and in replacing or uncovering, or reconnecting the electricity so as to illuminate, the Sponsor signage, and will be responsible for any and all damage to or loss of any such signage. The Sponsors' signage will be replaced, uncovered or illuminated, as applicable, at no cost to the Sponsor, as soon as reasonably possible following the conclusion of the event for which removal, coverage or disconnection of electricity for illumination purposes is required.

a. Sponsor shall pay to the Operator an annual fee for the Sponsorship Rights. The compensation schedule relating to the Sponsorship Rights is set forth in Exhibit A, attached hereto and incorporated herein by this reference. Sponsor represents and warrants to the Operator that it has not entered into and is not subject to any agreement, arrangement, or understanding with any individual or entity whereby such individual or entity is entitled to a fee or commission with respect to any amount payable under this Agreement.

b. If Sponsor fails to pay any amounts when due under this Agreement, Sponsor shall pay to Operator a late charge of 1.5% per month on the unpaid balance.

5. Advertisement Material.

The content and form of all advertising, sponsorship, and promotional material under this Agreement (the "Advertisement Material") shall be subject to the prior written approval of the Operator, which approval shall not be unreasonably withheld. Notwithstanding the previous sentence, the Operator and/or City have the right to register objections to the Advertisement Material which it believes does not reflect well on the City or its image. It shall be deemed reasonable for the Operator to reject, in whole or in part, any Advertisement Material that it, in its sole discretion, determines is inconsistent with this Agreement or the best interests of the PREMIER Center or may violate the rights of others.

a. Unless otherwise set forth in Exhibit A, the Sponsor shall pay the initial costs of construction and installation of the Advertisement Material. Sponsor shall pay the costs of any subsequent change in the Advertisement Material that is requested by Sponsor or required by Operator pursuant to the terms of this Agreement.

b. All positioning and placement of the Advertisement Material is at the sole discretion of the Operator, subject to the terms of this Agreement. Except as specifically provided herein, in no event will any adjustment, replacement, or refund be made because of the position or placement of any Advertisement Material.

c. Sponsor shall be responsible for adhering to all deadlines imposed by the Operator with respect to the submission of Advertisement Material. Sponsor shall be responsible for checking the copy of all Advertisement Material for accuracy and providing the Operator with prompt written notice of errors or changes within the applicable deadlines. The Operator shall not be liable (for consequential damages or otherwise, whether or not foreseeable) to Sponsor for any errors or omissions relating to any Advertisement Materials. The Operator shall make no change in the content of any Advertisement Materials without the prior written consent of Sponsor.

d. No contest of any nature shall be part of any Advertisement Material unless Sponsor shall first submit full details thereof in writing to the Operator, and the Operator shall approve of such contest, which approval shall not be unreasonably withheld.

e. Advertisement Material shall contain: (i) no mention of online auto sales; (ii) no misleading, unwarranted, exaggerated, or doubtful claims or statements, and Sponsor guarantees the truth of all claims and statements made in all Advertisement Materials; (iii) no infringement of another person's or entity's rights, whether by plagiarism, copyright or trademark infringement, or otherwise; (iv) no disparagement of any competitor or any competitor's goods or services; (v) no statements or announcements that are slanderous, obscene, profane, vulgar, repulsive, or offensive, either in theme or in treatment; (vi) no mention by name of other generally advertised products or services; (vii) no lotteries, drawings, or other contests prohibited by law; (viii) the sale of tobacco as principal business; and (ix) the operation of an establishment engaging in exotic dancing.
f. Any improvements to the sponsored area that are attached to the physical structure over the
venue are considered the property of the City of Sioux Falls and will not go back to the SPONSOR.

6. Legal Compliance. The provisions of this Agreement and the rights herein granted are and shall
be subject to applicable federal, state, and municipal laws and regulations and all actions of governmental
bodies.

7. Rights of Refusal. Notwithstanding anything in this Agreement to the contrary, the Operator
reserves the right to refuse to publish or display any Advertisement Material or portion thereof, and the
right to cause to be interrupted any of the same while in progress, if the Operator reasonably and in good
faith determines that such Advertisement Material is of substandard technical quality or not in conformity
with generally accepted standards of good taste in the local community; provided, however, that in any
such event, the Operator shall notify Sponsor within a reasonable time stating the reason for such refusal
or interruption.

8. Indemnification.

a. Sponsor hereby agrees to defend, indemnify, and hold harmless the Operator from and
against any and all loss, liability, damage, claim, demand, and/or expense (including, without limitation,
reasonable attorneys' fees and expenses) to the extent arising out of or relating to: (i) the character,
content, or subject matter of any advertising, sponsorship, or promotional material published or displayed
pursuant to this Agreement, including, without limitation, any violation or alleged violation or
infringement or alleged infringement of any copyright, trademark, trade name, or other proprietary right
or any claim for libel, slander, unfair or illegal trade practice, unfair or illegal competition, or invasion or
violation of any right of privacy; or (ii) the negligence or willful misconduct of Sponsor.

b. Operator hereby agrees to defend, indemnify, and hold harmless Sponsor, its parent
companies, affiliates, subsidiaries, and each of their respective directors, officers, shareholders,
employees, contractors, agents, representatives, successors, and assigns, from and against any and all loss,
liability, damage, claim, demand, and/or expense (including, without limitation, reasonable attorneys'
fees and expenses) arising out of or relating to (i) Operator’s breach of this Agreement; or (ii) the
negligence or willful misconduct of Operator, its employee(s), agent(s), representative(s), guest(s), or
invitee(s).

c. The Operator's acceptance or approval of any Advertisement Material shall not affect
Sponsor's indemnification obligations under this Agreement.

d. Notwithstanding any other provision of this Agreement, all indemnification provisions of this
Agreement shall survive the expiration or termination of this Agreement.

9. Film/Video Productions. Sponsor hereby acknowledges that the PREMIER Center may be rented
or used for the production of motion pictures, films, and/or videos (each a “Film”) and hereby consents to
such use. Sponsor recognizes that, in connection with the production of a Film, its signage may be
required to be covered, shrouded, or not operated, and Sponsor hereby consents thereto. In the event that
Sponsor’s signage is not required to be covered, shrouded, or not operated in connection with the
production of a Film, and provided that Sponsor shall not be required to pay any fee or charge in
connection with the production, distribution, or exhibition of the Film, Sponsor hereby releases all claims
arising from the exhibition or appearance of Sponsor’s signage in a Film that is produced pursuant to a
contract with the Operator; provided, however, that such signage may be exhibited or appear in such Film
only with Sponsor’s prior written consent and in the absence of such consent, such signage shall be
covered, shrouded, or not operated in connection with such Film.
10. Force Majeure.

a. If the Operator shall be temporarily prevented, in whole or in part, from performing its obligations hereunder by virtue of any cause beyond its reasonable control (including, without limitation, any act of God, emergency, war, act of terrorism, accident, player strike, referee strike, labor difficulty, legal restriction, government action, or mechanical difficulty, each such cause being a "Force Majeure Event"), then the Operator’s obligations under this Agreement shall be excused for a period of time equal to the period during which it shall have been prevented from performing. In no event shall Sponsor be entitled to any damages, payment, or remedy hereunder as a result of any such Force Majeure Event.

b. If any Force Majeure Event makes it permanently impractical or impossible for the Operator to fulfill its obligations under this Agreement, the Operator shall give prompt written notice thereof to Sponsor, and, as of the date of such written notice, this Agreement shall terminate and the parties hereto shall be relieved from further performance hereunder. If this Agreement is so terminated, then Sponsor shall be entitled to an adjustment of the amounts previously paid hereunder for that portion of the Term that remains.

11. Default. In the event Sponsor (i) files any petition in bankruptcy, (ii) makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act or (iii) becomes subject to the appointment of a receiver or trustee for itself or any of its property, then the Sponsor shall be entitled to terminate this Agreement effective immediately upon notice of termination delivered in writing to the Sponsor. Other than as set forth in the immediately preceding sentence, in the event of a default by either party in the performance of any of the terms of this Agreement (except as provided in Section 10 above), which default shall not have been remedied within three (3) business days (in the event of a payment default) or ten (10) business days (in the event of any other default) after notice of the default has been delivered to the defaulting party, the non-defaulting party may, in addition and without prejudice to any other remedies that may, under the circumstances, be available to it, terminate this Agreement effective immediately upon notice of termination delivered in writing to the other party.

12. Relationship of the Parties. The relationship of the parties hereto shall be that of independent contractors and nothing herein shall be construed to create or imply an employer/employee, agency, joint venture, partnership, or other relationship, it being acknowledged that each of the parties is engaged in its own separate and distinct business and is not under the control of the other party in the performance of the agreements herein contained. Sponsor has made no payment directly or indirectly to any elected official, officer, or employee of the Operator or of any public trust where the Operator is a beneficiary of money or any other thing of value to procure this Agreement.

13. Support. Sponsor agrees that it shall use its good faith reasonable efforts to support the Events Center and encourage the sale of tickets to events at the PREMIER Center. Each party shall cooperate in good faith in effectuating the provisions of this Agreement and considering any proposals of the other.

14. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota, without regard to conflicts of law principles. The parties agree that venue of any legal action arising out of this Agreement or incident thereto shall be proper in a court of competent jurisdiction in Minnehaha County, South Dakota and each party waives any objection to such venue.
15. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties hereto, and superscedes all prior oral or written representations and agreements, if any, of the parties with respect to the subject-matter hereof. No waiver or amendment of any of the terms of this Agreement shall be binding or enforceable unless in writing and executed by the parties hereto.

16. Notices. All notices permitted or required hereunder shall be given in writing and shall be addressed to the parties at their respective addresses as set forth below their signatures hereto (or to such other address as the notifying party shall have been informed pursuant to this Section 16 by the recipient party), shall be actually delivered in person or by a nationally recognized overnight delivery service or sent postage prepaid by registered or certified mail with return receipt requested, and shall be deemed effective upon delivery or 5 business days after such mailing.

17. Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Sponsor may not assign any of its rights and obligations under this Agreement without the prior written consent of the Operator, which consent may be withheld in the Operator's sole discretion.

18. Severability. If any provision of this Agreement is in conflict with any applicable statute, regulation, or rule of law, then such provision shall be deemed to be null and void to the extent that it is in conflict therewith, but without invalidating such provision in any other circumstance or any of the then-remaining provisions hereof.

19. Headings. The section headings herein are for convenience of reference only and are not part of and shall not affect the construction of this Agreement.

20. Counteparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together form one agreement.

21. Retention of Rights. Except as specifically provided by this Agreement, Sponsor does not obtain by virtue of this Agreement any right, title, or interest in the Events Center or any of the trademarks used in the PREMIER Center, nor does this Agreement give Sponsor the right to use, refer to, or incorporate in marketing or other materials any name, logo, trademark, or copyright used by the PREMIER Center without the prior written consent of the Operator.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below to be effective on the date of execution by the Operator:

SPONSOR

AB/In Beat:
By: Jack Hine
Name: Jack Hine
Printed: Jack Hine
Title: Experiential Manager
Address: Busch Place
St. Louis MO

Date: 10/2/19

OPERATOR

By: Michael Kreuser
Name: Mike Kreuser
Printed: Mike Kreuser
Title: SMG General Mgr.
Address: 1201 North West Avenue
Sioux Falls, SD 57104

Date: 10-3-19
EXHIBIT A
AB/InBev
Sponsorship Rights & Benefits
September 25, 2019

1. TRADEMARK RIGHTS & DESIGNATIONS
   a. Venue Designation
      i. Designation as a “Signature Partner” of the Denny Sanford PREMIER Center. This designation may be used in promotional materials and advertising throughout the year.
   b. Trademark Rights/Intellectual Property
      i. Opportunity to use official Denny Sanford PREMIER Center Intellectual Property (venue name, logos, imagery) in all marketing, advertising, products and promotions.

2. ENTITLEMENT OPPORTUNITY
   a. West Zone Entitlement – Bud Light Lounge
      i. Located on the west side of the main concourse, in what is currently called the Comfort Zone, the Bud Light Lounge overlooks the arena floor facing the concert stage position on the east end. This public-access area features an oval-shaped bar and a drink rail overlooking the arena floor.
   b. As the entitlement partner, Budweiser and Beal Distributing will receive:
      i. One (1) 49”x 2’ fixed, backlit brand name/logo placement on the lounge fascia with inner bowl visibility for all PREMIER Center events, excluding NCAA and high school events.
      ii. Two (2) Bud Light Lounge channel-cut lettering on the interior rock walls inside the lounge.
      iii. Brand logo recognition on the front drink rail in the lounge, facing the seating bowl, excluding NCAA and high school events.
      iv. Opportunity for AB/InBev to provide branded seat-number decals for the drink rail.
         1. Decals should be able to withstand normal wear and tear.
      v. Branding on the two interior columns of the Lounge
      vi. Opportunity for Sponsor to place a guitar on the rock wall at either side of the entrance to the lounge
      vii. Two (2) dedicated TV monitors inside the lounge to showcase Sponsor messaging.
      viii. Placement of a branded cling on the interior “ring” of the bar’s overhead ceiling panel.
      ix. AB/InBev and Beal Distributing to provide all beverage service equipment needs at its own cost, such as, but not limited to, mats, drip rails, condiment caddies, etc., for use inside the lounge.
x. Bud Light Lounge name inclusion on wayfinding signage and maps throughout the venue.
   1. SMG will pay for all costs related to first time signage printing and installation.
   2. Sponsor will provide artwork for signage.
   3. Sponsor agrees to pay for all costs related to any subsequent signage changes.

c. Lounge Access for Private Events
   i. Sponsor may use the Bud Light Lounge on non-event days for up to four (4) private events each year. Beal Distributing will be responsible for any food and beverage costs. This could be used for distributor meetings, key accounts “happy hour” and/or for consumer sweepstakes activations. The exact dates shall be subject to availability and will be mutually agreed to.

d. Entitlement Lounge Activations
   i. Sponsor can use the Bud Light Lounge to create fun and exciting audience activations and product sampling prior to events at the PRIME Center throughout the year, subject to approval of SMG (including potential approval required by event promoters).
   ii. Sponsor acknowledges that these pre-event activations will take place after doors open for the event.

3. **LED Digital Signage**
   a. Four (4) minutes of rotating messages on the upper ring, lower ring, and corner wedge panel of the centerhung scoreboard for each three (3) hour event the ribbon board is used.
      i. These would be 15-second messages, totaling 16 messages per event that the scoreboard is used, or approximately 960 messages per year.
   b. Two (2) minutes of “moments of exclusivity” rotating animation on the LED Ribbon Board for each event three (3) hour event the ribbon board is used.
      i. These would be 15-second messages, totaling 640 messages per year.

4. **STATIC SIGNAGE**
   a. Two (2) exterior wall column wraps located directly across from the Bud Light Lounge Entrance.
   b. Two (2) overhead backlit section signs located on either side of the lounge entrance.
      i. These signs would face in opposite directions to attract notice for people approaching the lounge from either direction.

5. **HOSPITALITY**
   a. Ticket Bank
      i. AB/InBev and Beal Distributing will receive a $10,000 ticket bank for non-premium tickets in the seating section directly in front of the Bud Light Lounge—Section 110—prior to tickets going on sale to the general public.
ii. Sponsor will also receive the first right of opportunity to purchase up to six (6) tickets at the lounge’s drink rail prior to tickets going on sale to the general public. This gives ticket holders in those sections direct access to the Bud Light Lounge for beverage purchases.

1. The average ticket price for seats at the bar rail for concerts and annual events such as Summit League Tournament and PBR is $125.

2. The average ticket price in Section 110 is $75.

3. Sponsor acknowledges that not all events will be available.

6. OTHER RIGHTS AND OPPORTUNITIES
   a. Right to Purchase Tickets for Events
      i. Beal Distributing will receive the opportunity to purchase non-premium event tickets prior to public on sale through SMG’s Director of Sponsorship Sales, subject to SMG’s policies and procedures.
   b. Employee Ticket Offer
      i. Beal Distributing will receive the opportunity for its employees to purchase event tickets prior to public on sale as part of regularly scheduled “pre-sales,” subject to SMG’s policies and procedures.
   c. Website Presence
      i. SMG will provide the sponsor recognition on the official Denny Sanford PREMIER Center website as a Signature Partner of the venue, with a link to the sponsor’s website home page.
   d. Special Events and Invitations
      i. The sponsor will receive invitations to PREMIER Center networking opportunities, sponsorship summits, and other formal sponsor-related events.

7. TERM & INVESTMENT
   a. Term
      i. This is a three (3) year Marketing Partnership between the Denny Sanford PREMIER Center and AB/In Bev
   b. Investment
      i. Year 1 (January 1, 2020 – December 31, 2020) = $80,000 (net)
         1. Payments: 50% will be due upon execution of this contract; 50% will be due on July 1, 2020
      ii. Year 2 (January 1, 2021 – December 31, 2021) = $80,000 (net)
        1. Payments: 50% will be due January 1, 2021, and 50% will be due on July 1, 2021
      iii. Year 3 (January 1, 2022 – December 31, 2022) = $80,000 (net)
        1. Payments: 50% will be due January 1, 2022, and 50% will be due on July 1, 2022
iv. Excluding the first payment, which shall be due upon execution of this contract, Operator shall provide Sponsor with an invoice no later than thirty (30) days prior to all due dates thereof.
APPLICATION FOR
NAMING, RENAMING, OR COMMEMORATION
OF CITY-OWNED PROPERTIES, INCLUDING STREETS OR
BUILDING FACILITIES, AND INTERIOR SPACES, THEREOF.

To: Director of Planning and Development Services
231 North Dakota Avenue
P.O. Box 7402
Sioux Falls, SD 57117-7402

Director of Planning and Development Services:

I/We, the undersigned, do hereby petition the City of Sioux Falls, South Dakota, to approve the naming, renaming, or
commemoration of City-owned properties, including streets, or building facilities and interior spaces thereof, on the
property described as:

Legal Description: (Please print or type):

South Club space or Main Concourse
of Henry Sanford Premier Center.

General Location or Street Address: 1201 W. West Ave. S. S.D. 57104

Please Check Appropriate Application Category:

☒ Naming or Renaming
☐ City-Owned Street
   Please attach the petition signed by at least 60 percent of the number of owners of properties abutting the
   portion of the street to be renamed.
   Existing Name: __________________________
   Proposed Name: __________________________
   Proposed Rename, if applicable: __________________________

☐ City-Owned Property—Park or Library
  Existing Name: __________________________
   Proposed Name: __________________________
   Proposed Rename, if applicable: __________________________

☒ Other City-Owned Property (other than park property, or library property, or street)
Existing Name: Club Campina
Proposed Name: Premier Club
Proposed Rename, if applicable: __________________________

☐ Commemorative Designation
A commemorative designation shall not change the official name of the street, building, or other City property,
but shall allow for placement of the signs, plaques, or other items to be placed on the building or property or
below the existing street signs.
☐ City-Owned Street
☐ City-Owned Property—Park or Library
☐ Other City-Owned Property (other than Park property, or Library property, or street)
Existing Name: __________________________
Proposed Commemoration Rename: __________________________
Acknowledgement

I understand that this application, if approved, applies only to naming or renaming or commemoration of City-owned properties, including streets, or building facilities and interior spaces thereof, and is not approval or assurance of compliance with any other City regulation, code, or ordinance. Any information, technical assistance, or review comments by any City official are intended solely as information guidance, and are neither a determination of compliance nor binding on any agency with code enforcement responsibilities of the City.

Company: AGM Global - Silver Falls
Petitioner Name (Print): Rick Huffman
Signature: [Signature]
Date: 07/28/19
Phone: 605-367-7288
Address: 1201 N. West Ave., Silver Falls 50
Email: Rick.Huffman@CityofSilverFalls.com
City State Zip

(Please complete below if owner is different than above)

Company: 
Petitioner Name (Print): 
Signature: 
Date: 
Phone: 
Address: 
Email: 
City State Zip

Office Use Only

Submission Date to Planning Office 10/04/2017

Application Category
☐ City-Owned Property
☐ City-Owned Street
☒ City-Owned Building Facility
☐ Commemoration

General Location or Street Address: 1201 N. West Ave.

Checked by: [Signature]

Application Reviewers
☐ Library Board
☐ Parks Board
☐ Street Naming Committee

Review Date Recommendation (Approve, Approve with Stipulations, or Deny

Date

City Council Disposition
Date
Final Action (Approve or Deny)
Ordinance No.
Resolution No.
Effective Date
FIRST PREMIER BANK/ PREMIER BANKCARD
SPONSORSHIP AGREEMENT

For

DENNY SANFORD PREMIER CENTER

1. Parties. This Sponsorship Agreement (this "Agreement"), is entered into by and between SMG (the "Operator") and First PREMIER Bank/ PREMIER Bankcard (the "Sponsor") to be effective on the date of execution by SMG (the "Effective Date").

2. Term. This Agreement shall be effective on the Effective Date, however, Sponsorship Rights shall commence on December 1, 2019 and shall terminate on November 30, 2024, unless this Agreement is terminated earlier pursuant to the provisions hereof (the "Term").


   a. Sponsor shall be the exclusive sponsor of the private club space at the Denny Sanford PREMIER Center (the "PREMIER Center"). The sponsorship rights granted pursuant to this Agreement (the "Sponsorship Rights") are set forth in Exhibit A, attached hereto and incorporated herein by this reference.

   b. Sponsor acknowledges that the terms set forth in Exhibit A, attached hereto and incorporated herein by this reference, is subject to approval by the Sioux Falls City Council, due to the entitlement zone naming rights. As such, this contract and Exhibit A will be part of the public record.

   c. Notwithstanding any other provisions of this Agreement, Sponsor acknowledges and agrees that PREMIER Center Tenants and/or Licensees are entitled to sell sponsorships, nonpermanent advertising, and promotional rights for their games and events at the PREMIER Center. Such nonpermanent advertising at the PREMIER Center during Tenant games and events shall include, but is not limited to, advertising on the scoreboard, LED ribbon board, dasher boards, ice floor and turf field, concourses, and other areas in and around the PREMIER Center. Sponsor acknowledges and agrees that PREMIER Center Tenants and/or Licensees are entitled to sell advertising for their games and/or events at the PREMIER Center, which advertising may be within the same business category as Sponsor.

   d. Notwithstanding anything herein to the contrary, the Operator reserves the right, in its reasonable discretion, to cover, remove, or not illuminate Sponsor signage and not include the Sponsor in promotional material during PREMIER Center events that are not controlled by the Operator, if required to do so pursuant to any written contracts or agreements entered into by the Operator with any unrelated third parties for use of the PREMIER Center; provided, however, the Operator will use commercially reasonable efforts to not be required to cover, remove or not illuminate such signage. Examples of events not controlled by the Operator where Sponsor signage may be required to be covered, removed, or not illuminated include NCAA sponsored events, Olympic trials, religious events and political conventions. If, after use of such efforts, the Operator reasonably and in good faith determines the Sponsor signage must be covered, removed, or not illuminated, then the Operator will exercise due care in the removal or covering of, or disconnecting the electricity illuminating Sponsor signage and in replacing or uncovering, or reconnecting the electricity so as to illuminate, the Sponsor signage, and will be responsible for any and all damage to or loss of any such signage. The Sponsors' signage will be replaced, uncovered or illuminated, as applicable, at no cost to the Sponsor, as soon as reasonably possible following the conclusion of the event for which removal, coverage or disconnection of electricity for illumination purposes is required.
4. **Compensation.**

a. Sponsor shall pay to the Operator an annual fee for the Sponsorship Rights. The compensation schedule relating to the Sponsorship Rights is set forth in Exhibit A, attached hereto and incorporated herein by this reference. Sponsor represents and warrants to the Operator that it has not entered into and is not subject to any agreement, arrangement, or understanding with any individual or entity whereby such individual or entity is entitled to a fee or commission with respect to any amount payable under this Agreement.

5. **Advertisement Material.**

The content and form of all advertising, sponsorship, and promotional material under this Agreement (the "Advertisement Material") shall be subject to the prior written approval of the Operator, which approval shall not be unreasonably withheld. Notwithstanding the previous sentence, the Operator and/or City have the right to register objections to the Advertisement Material which it believes does not reflect well on the City or its image. It shall be deemed reasonable for the Operator to reject, in whole or in part, any Advertisement Material that it, in its sole discretion, determines is inconsistent with this Agreement or the best interests of the PREMIER Center or may violate the rights of others.

a. Unless otherwise set forth in Exhibit A, the Sponsor shall pay the initial costs of construction and installation of the Advertisement Material. Sponsor shall pay the costs of any subsequent change in the Advertisement Material that is requested by Sponsor or required by Operator pursuant to the terms of this Agreement.

b. All positioning and placement of the Advertisement Material is at the sole discretion of the Operator, subject to the terms of this Agreement. Except as specifically provided herein, in no event will any adjustment, replacement, or refund be made because of the position or placement of any Advertisement Material.

c. Sponsor shall be responsible for adhering to all deadlines imposed by the Operator with respect to the submission of Advertisement Material. Sponsor shall be responsible for checking the copy of all Advertisement Material for accuracy and providing the Operator with prompt written notice of errors or changes within the applicable deadlines. The Operator shall not be liable (for consequential damages or otherwise, whether or not foreseeable) to Sponsor for any errors or omissions relating to any Advertisement Materials. The Operator shall make no change in the content of any Advertisement Materials without the prior written consent of Sponsor.

d. No contest of any nature shall be part of any Advertisement Material unless Sponsor shall first submit full details thereof in writing to the Operator, and the Operator shall approve of such contest, which approval shall not be unreasonably withheld.

e. Advertisement Material shall contain: (i) no misleading, unwarranted, exaggerated, or doubtful claims or statements, and Sponsor guarantees the truth of all claims and statements made in all Advertisement Materials; (ii) no infringement of another person's or entity's rights, whether by plagiarism, copyright or trademark infringement, or otherwise; (iii) no disparagement of any competitor or any competitor's goods or services; (iv) no statements or announcements that are slanderous, obscene, profane, vulgar, repulsive, or offensive, either in theme or in treatment; (v) no mention by name of other generally advertised products or services; (vi) no lotteries, drawings, or other contests prohibited by law; (vii) the sale of tobacco as principal business; and (viii) the operation of an establishment engaging in exotic dancing.

Page 2 of 6
f. Any improvements to the sponsored area that are attached to the physical structure of the venue are considered the property of the City of Sioux Falls and will not go back to the SPONSOR.

6. **Legal Compliance.** The provisions of this Agreement and the rights herein granted are and shall be subject to applicable federal, state, and municipal laws and regulations and all actions of governmental bodies.

7. **Rights of Refusal.** Notwithstanding anything in this Agreement to the contrary, the Operator reserves the right to refuse to publish or display any Advertisement Material or portion thereof, and the right to cause to be interrupted any of the same while in progress, if the Operator reasonably and in good faith determines that such Advertisement Material is of substandard technical quality or not in conformity with generally accepted standards of good taste in the local community; provided, however, that in any such event, the Operator shall notify Sponsor within a reasonable time stating the reason for such refusal or interruption.

8. **Indemnification.**

   a. Sponsor hereby agrees to defend, indemnify, and hold harmless the Operator from and against any and all loss, liability, damage, claim, demand, and/or expense (including, without limitation, reasonable attorneys' fees and expenses) to the extent arising out of or relating to: (i) the character, content, or subject matter of any advertising, sponsorship, or promotional material published or displayed pursuant to this Agreement, including, without limitation, any violation or alleged violation or infringement or alleged infringement of any copyright, trademark, trade name, or other proprietary right or any claim for libel, slander, unfair or illegal trade practice, unfair or illegal competition, or invasion or violation of any right of privacy; or (ii) the negligence or willful misconduct of Sponsor.

   b. Operator hereby agrees to defend, indemnify, and hold harmless Sponsor, its parent companies, affiliates, subsidiaries, and each of their respective directors, officers, shareholders, employees, contractors, agents, representatives, successors, and assigns, from and against any and all loss, liability, damage, claim, demand, and/or expense (including, without limitation, reasonable attorneys' fees and expenses) arising out of or relating to (i) Operator's breach of this Agreement; or (ii) the negligence or willful misconduct of Operator, its employee(s), agent(s), representative(s), guest(s), or invitee(s).

   c. The Operator’s acceptance or approval of any Advertisement Material shall not affect Sponsor’s indemnification obligations under this Agreement.

   d. Notwithstanding any other provision of this Agreement, all indemnification provisions of this Agreement shall survive the expiration or termination of this Agreement.

9. **Film/Video Productions.** Sponsor hereby acknowledges that the PREMIER Center may be rented or used for the production of motion pictures, films, and/or videos (each a “Film”) and hereby consents to such use. Sponsor recognizes that, in connection with the production of a Film, its signage may be required to be covered, shrouded, or not operated, and Sponsor hereby consents thereto. In the event that Sponsor’s signage is not required to be covered, shrouded, or not operated in connection with the production of a Film, and provided that Sponsor shall not be required to pay any fee or charge in connection with the production, distribution, or exhibition of the Film, Sponsor hereby releases all claims arising from the exhibition or appearance of Sponsor’s signage in a Film that is produced pursuant to a contract with the Operator; provided, however, that such signage may be exhibited or appear in such Film only with Sponsor’s prior written consent and in the absence of such consent, such signage shall be covered, shrouded, or not operated in connection with such Film.
10. Force Majeure.

a. If the Operator shall be temporarily prevented, in whole or in part, from performing its obligations hereunder by virtue of any cause beyond its reasonable control (including, without limitation, any act of God, emergency, war, act of terrorism, accident, player strike, referee strike, labor difficulty, legal restriction, government action, or mechanical difficulty, each such cause being a "Force Majeure Event"), then the Operator's obligations under this Agreement shall be excused for a period of time equal to the period during which it shall have been prevented from performing. In no event shall Sponsor be entitled to any damages, payment, or remedy hereunder as a result of any such Force Majeure Event.

b. If any Force Majeure Event makes it permanently impractical or impossible for the Operator to fulfill its obligations under this Agreement, the Operator shall give prompt written notice thereof to Sponsor, and, as of the date of such written notice, this Agreement shall terminate and the parties hereto shall be relieved from further performance hereunder. If this Agreement is so terminated, then Sponsor shall be entitled to an adjustment of the amounts previously paid hereunder for that portion of the Term that remains.

11. Default. In the event Sponsor (i) files any petition in bankruptcy, (ii) makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act or (iii) becomes subject to the appointment of a receiver or trustee for itself or any of its property, then the Sponsor shall be entitled to terminate this Agreement effective immediately upon notice of termination delivered in writing to the Sponsor. Other than as set forth in the immediately preceding sentence, in the event of a default by either party in the performance of any of the terms of this Agreement (except as provided in Section 10 above), which default shall not have been remedied within three (3) business days (in the event of a payment default) or ten (10) business days (in the event of any other default) after notice of the default has been delivered to the defaulting party, the non-defaulting party may, in addition and without prejudice to any other remedies that may, under the circumstances, be available to it, terminate this Agreement effective immediately upon notice of termination delivered in writing to the other party.

12. Relationship of the Parties. The relationship of the parties hereto shall be that of independent contractors and nothing herein shall be construed to create or imply an employer/employee, agency, joint venture, partnership, or other relationship, it being acknowledged that each of the parties is engaged in its own separate and distinct business and is not under the control of the other party in the performance of the agreements herein contained. Sponsor has made no payment directly or indirectly to any elected official, officer, or employee of the Operator or of any public trust where the Operator is a beneficiary of money or any other thing of value to procure this Agreement.

13. Support. Sponsor agrees that it shall use its good faith reasonable efforts to support the Events Center and encourage the sale of tickets to events at the PREMIER Center. Each party shall cooperate in good faith in effectuating the provisions of this Agreement and considering any proposals of the other.

14. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota, without regard to conflicts of law principles. The parties agree that venue of any legal action arising out of this Agreement or incident thereto shall be proper in a court of competent jurisdiction in Minnehaha County, South Dakota and each party waives any objection to such venue.
15. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties hereto, and supersedes all prior oral or written representations and agreements, if any, of the parties with respect to the subject-matter hereof. No waiver or amendment of any of the terms of this Agreement shall be binding or enforceable unless in writing and executed by the parties hereto.

16. **Notices.** All notices permitted or required hereunder shall be given in writing and shall be addressed to the parties at their respective addresses as set forth below their signatures hereto (or to such other address as the notifying party shall have been informed pursuant to this Section 16 by the recipient party), shall be actually delivered in person or by a nationally recognized overnight delivery service or sent postage prepaid by registered or certified mail with return receipt requested, and shall be deemed effective upon delivery or 5 business days after such mailing.

17. **Binding Effect; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Sponsor may not assign any of its rights and obligations under this Agreement without the prior written consent of the Operator, which consent may be withheld in the Operator’s sole discretion.

18. **Severability.** If any provision of this Agreement is in conflict with any applicable statute, regulation, or rule of law, then such provision shall be deemed to be null and void to the extent that it is in conflict therewith, but without invalidating such provision in any other circumstance or any of the then-remaining provisions hereof.

19. **Headings.** The section headings herein are for convenience of reference only and are not part of and shall not affect the construction of this Agreement.

20. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together form one agreement.

21. **Retention of Rights.** Except as specifically provided by this Agreement, Sponsor does not obtain by virtue of this Agreement any right, title, or interest in the Events Center or any of the trademarks used in the PREMIER Center, nor does this Agreement give Sponsor the right to use, refer to, or incorporate in marketing or other materials any name, logo, trademark, or copyright used by the PREMIER Center without the prior written consent of the Operator.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below to be effective on the date of execution by the Operator.

SPONSOR
First PREMIER Bank/PREMIER Bankcard

By: Dana J. Dykhause Date: 10-4-19

Name
Printed: Dana J. Dykhause

Title: CEO

Address: 601 S. Minnesota Ave
Sioux Falls, SD 57104

OPERATOR

By: Michael Krezson Date: 10-4-19

Name
Printed: Mike Krezson

Title: General Manager

Address: 1201 North West Avenue
Sioux Falls, SD 57104
EXHIBIT A
First PREMIER Bank/PREMIER Bankcard
SPONSOR Rights & Benefits
October 3, 2019

1. DESIGNATION & RIGHTS TO MARKS

• SPONSOR will be the exclusive marketing and sponsor partner of the Denny Sanford PREMIER Center for The PREMIER Club, or any such name as is mutually agreed to by both parties.

• SPONSOR will have the exclusive right within the above categories to utilize the official marks and logos of the Denny Sanford PREMIER Center, and may utilize the official marks and logos to designate themselves as an official SIGNATURE PARTNER of this venue in such category accordingly.

2. LANDMARK—EVENTS CENTER—"THE PREMIER CLUB"

SPONSOR will receive exclusive Naming Rights to the private club lounge located on the south side of the Main Concourse in the PREMIER Center. This club features a private bar, upscale menu, and a patio with views of the event floor. This club, located at center ice, is an exclusive location for club seat holders. The permanent name of this club during the term of this agreement will be the PREMIER Club, or any such name as is mutually agreed to by both parties. Naming rights are subject to approval by the Sioux Falls City Council.

• SPONSOR will receive the following entitlement rights to this landmark area:
  o Permanent identification signage and integrated branding opportunities located throughout this area, including the main concourse entrances into the club, signage facing into the interior of the seating bowl, and drink rail seat decals on the bar rail back splash
  o Promotional distribution and on-site marketing opportunities within the club.
  o Logo inclusion on staff shirts, napkins, cups, menu boards or other opportunities as agreed to by both parties
  o Recognition on the PREMIER Center website and in appropriate collateral material and communications with Club Seat holders
  o Club name listed on wayfinding signage and venue maps as appropriate
    • Cost for first time signage production and installation shall be at the expense of the OPERATOR
    • SPONSOR shall be responsible for providing logo wear, cups, napkins or other such items as it deems appropriate
3. **LED DIGITAL SIGNAGE – EVENTS CENTER**

In addition to SPONSOR’S existing LED digital signage rotators, as set forth as part of its naming rights agreement with the city of Sioux Falls, this agreement will include the following:

- **SPONSOR** will receive a minimum of five percent (5%) of all LED rotations on the upper and lower LED rings of the center-hung scoreboard, as well as the corner wedge panels, for every event the center-hung scoreboard is utilized and the LED rotations are in effect.
  - SPONSOR will be responsible for all costs associated with creative production of such rotations.

- **SPONSOR** will receive permanent identification via two (2) LED signs on the LED Ribbon Board for each event the LED Ribbon Board is utilized:
  - Approximate size of each LED sign to be 2.5' x 16'.
  - The LED ribbon board runs 360 degrees around the PREMIER Center seating bowl and is located between the suite level and upper seating level.
  - The location of these two (2) LED signs will be on opposite sides of the seating bowl for maximum visibility.
  - SPONSOR will be responsible for all costs associated with creative production of such LED signs.

- **SPONSOR** will receive a minimum of two (2) minutes of “moments of exclusivity” animation on the LED Ribbon Board for each event the LED Ribbon Board is utilized:
  - Moments of exclusivity may also be tied into the scoreboard LED ribbon, as well as the videoboards.
  - The LED ribbon board provides SPONSOR the ability to implement unique and creative marketing that will be seen throughout the seating bowl.
  - SPONSOR will be responsible for all costs associated with creative production of such LED signs.

- **SPONSOR** will receive the following minimum exposure on each of the two (2) 9' x 20' east ancillary video boards for each event the ancillary video boards are utilized:
  - Two (2) minutes of LED and advertising rotational exposure for each event at the Events Center in which these ancillary video boards are utilized and the center-hung scoreboard is utilized
    - Advertisements may not include audio capability.
  - SPONSOR will be responsible for all costs associated with creative production of such advertisements and displays.
  - For events during which the center-hung scoreboard is not operational but the ancillary video boards are utilized, SPONSOR will receive the following minimum exposure on each of the two (2) 9' x 20' east ancillary video boards:
    - One (1) fifteen-second (:15) corporate logo displays.
    - One (1) thirty-second (:30) commercial with audio.
4. STATIC SIGNAGE

- Sponsor will receive two overhead backlit section signs with sponsor branding. These signs will be located on each end of the PREMIER Club entrance in the main concourse.
  - OPERATOR shall pay the costs of this signage production and installation
  - SPONSOR shall be pay for the costs of any future updates to this signage.

5. MEDIA

SPONSOR will receive a minimum of twenty (20) 15-second corporate logo displays on all in-house high definition televisions for each event these televisions are utilized.
  - SPONSOR will be responsible for all costs associated with creative production of such advertisements.

HOSPITALITY

- SPONSOR will receive the first Right of Opportunity to purchase up to 6 seats at the drink rail in Club Cambria for all touring or non-Stampede/Storm events for each contract year
  - Excludes Summit League and NCAA events due to contracts with those entities
- Six (6) complimentary tickets in The PREMIER Club for up to twelve (12) mutually agreeable touring events per year
  - Complimentary tickets will be for regular club seating, and not to include drink rail seats
  - For any touring event that has multiple performances, SPONSOR may receive these complimentary tickets for up to 67% of the scheduled performances
- Four (4) complimentary tickets in The PREMIER Club for up to four (4) mutually agreeable Sioux Falls Stampede hockey and/or Sioux Falls Storm football games per year
  - Complimentary tickets will be for regular club seating, and not to include drink rail seats

OTHER ASSETS

- Operator will provide SPONSOR quarterly hosting opportunities inside The PREMIER Club for networking and marketing opportunities.
  - Dates to be mutually agreed upon
  - SPONSOR will be responsible for any food and beverage costs associated with each hosted event
- Operator will provide SPONSOR space on a quarterly basis in and around the PREMIER Center for marketing purposes, including but not limited to sampling, displays, inflatables, vehicles, booths, premium distribution, and other promotional mediums, subject to Operator approval on an event-by-event basis.
  - Dates to be mutually agreed upon.
8. TERM & INVESTMENT
   a. Term
      i. This is a five (5) year Sponsorship agreement between the Denny Sanford
         PREMIER Center and First PREMIER Bank/PREMIER Bankcard
   b. Investment
      i. **Year 1** (December 1, 2019 – November 30, 2020) = $30,000 (net)
         1. Payments: 50% will be due upon execution of this contract; 50%
             will be due on June 1, 2020
      ii. **Year 2** (December 1, 2020 – November 30, 2021) = $35,000 (net)
          1. Payments: 50% will be due December 1, 2020, and 50% will be due
             on June 1, 2021
      iii. **Year 3** (December 1, 2021 – November 30, 2022) = $40,000 (net)
             1. Payments: 50% will be due December 1, 2022, and 50% will be due
                on June 1, 2023
      iv. **Year 4** (December 1, 2022 – November 30, 2023) = $45,000 (net)
          1. Payments: 50% will be due December 1, 2022, and 50% will be due
             on June 1, 2023
      v. **Year 5** (December 1, 2023 – November 30, 2024) = $50,000 (net)
          1. Payments: 50% will be due December 1, 2023, and 50% will be due
             on June 1, 2024
      vi. Excluding the first payment, which shall be due upon execution of this
           contract, Operator shall provide Sponsor with an invoice no later than thirty
           (30) days prior to all due dates thereof.
APPLICATION FOR
NAMING, RENAMING, OR COMMEMORATION
OF CITY-OWNED PROPERTIES, INCLUDING STREETS OR
BUILDING FACILITIES, AND INTERIOR SPACES, THEREOF.

To: Director of Planning and Development Services
231 North Dakota Avenue
P.O. Box 7402
Sioux Falls, SD 57117-7402

Director of Planning and Development Services:

I/We, the undersigned, do hereby petition the City of Sioux Falls, South Dakota, to approve the naming, renaming, or commemoration of City-owned properties, including streets, or building facilities and interior spaces thereof, on the property described as:

Legal Description: (Please print or type):

Proposal to name the new City Hall art gallery after Charlette Visser Carver

General Location or Street Address:

Please Check Appropriate Application Category:

☐ Naming or Renaming
  ☐ City-Owned Street
    Please attach the petition signed by at least 60 percent of the number of owners of properties abutting the portion of the street to be renamed.
    Existing Name: ____________________________
    Proposed Name: ____________________________
    Proposed Rename, if applicable: ____________________________

☐ City-Owned Property—Park or Library
    Existing Name: ____________________________
    Proposed Name: ____________________________
    Proposed Rename, if applicable: ____________________________

☐ Other City-Owned Property (other than park property, or library property, or street)
    Existing Name: ____________________________
    Proposed Name: ____________________________
    Proposed Rename, if applicable: ____________________________

☐ Commemorative Designation

A commemorative designation shall not change the official name of the street, building, or other City property, but shall allow for placement of the signs, plaques, or other items to be placed on the building or property or below the existing street signs.

☐ City-Owned Street
☐ City-Owned Property—Park or Library
☐ Other City-Owned Property (other than Park property, or Library property, or street)

Existing Name: Rotunda of City Hall
Proposed Commemoration Rename: Charlette Visser Carver Gallery
Application Shall Include:

a. A description and significance of the proposed naming or renaming, addressing the applicable criteria referenced in Chapter 30, Code of Ordinances of Sioux Falls, SD, Sections 30.060 through 30.072.

b. If the application is for renaming of a public street, a petition signed by at least 60 percent of the number of owners of properties abutting the portion of the street to be renamed.

c. All terms and conditions of proposed naming or renaming, including all financial and other relevant terms, must be disclosed.

Applicable Criteria Per Chapter 30, Code of Ordinances of Sioux Falls, SD:

Upon an application for approving the naming, renaming, or commemoration of City-owned properties, including streets, or building facilities and interior spaces, thereof, all persons and bodies reviewing, providing a recommendation on, or disposing of such application shall take into consideration the following criteria:

Naming or Renaming:

• Criteria for Street

a. Consideration shall be primarily given to the following purposes: To honor and commemorate noteworthy persons associated with the city; to celebrate local history, places, events, or culture; to strengthen neighborhood identity; or to recognize native wildlife, flora, fauna, or natural features related to the community and city.

b. If an application is made to rename a street after an individual, this person shall have:

1. Demonstrated excellence of contributions to the city's development, community service, personal sacrifice for public service or national defense, or efforts to foster equality among the citizens of the city; or

2. Historical significance locally, nationally, or globally with significant local or regional ties.

c. Denial of an application may be appropriate if the proposed renaming may tend to bring disrepute upon the community for any reason, or would not be looked upon favorably by a majority of city residents.

d. In the case of renaming a street after any person, such renaming shall be prohibited until the person has been deceased for a period of at least five years, unless the application receives unanimous votes of approval by the Street Naming Committee and the City Council.

e. A street (or segment of a street), originally named after an individual, cannot be renamed unless historical context clearly indicates that such renaming is appropriate.

f. Titles, ranks, or religious designations shall not be allowed on any street named for an individual. A nickname shall not be allowed in a street name, unless such person is best known by that nickname.

g. An unbroken, continuous street shall maintain the same name throughout the entire section.

h. A proposed street name should not duplicate (written or phonetically) an existing street name within the city of Sioux Falls or create confusion or problems for the city's emergency services.

i. Street names shall not be longer than can be produced by the standard sign manufacturing capability of the Public Works department.

j. If a proposed street name is not included in the lists of street names authorized under this code, the proposed renaming to such street name shall not take effect until the City Council by ordinance amends such subchapter to so authorize such street name.
• **Criteria for Park Properties**

  a. In naming or renaming City park property, consideration shall be primarily given to the following purposes: to honor and commemorate noteworthy persons associated with the city; to celebrate local history, places, events, or culture; to strengthen neighborhood identity; or to recognize native wildlife, flora, fauna, or natural features related to the community and city.

  b. If an application is made to name or rename public park property after an individual, this person shall have:

     1. Demonstrated excellence of contributions to the city’s development, community service, personal sacrifice for public service or national defense, or efforts to foster equality among the citizens of the city.

     2. Historical significance locally, nationally, or globally with significant local or regional ties.

  c. Denial of an application may be appropriate if the proposed renaming may tend to bring disrepute upon the community for any reason, or would not be looked upon favorably by a majority of city residents.

  d. Titles, ranks, or religious designations shall not be allowed on public park property named for an individual. A nickname shall not be allowed, unless such person is best known by that nickname.

  e. In the case of naming or renaming a park or natural environmental feature after any person, such naming or renaming shall be prohibited until the person has been deceased for a period of at least five years. As an exception to this provision, the name of such person may be approved if such person shall have provided direct significant contributions of lands, funds, goods, or services to the city, and/or parks and recreation department, or is being recognized for a foundation gift(s), and if such naming or renaming receives unanimous votes of approval by the Parks Board and the City Council.

• **Criteria for Library Properties**

  a. Generally, public library buildings will be named or renamed after a location, subdivision, neighborhood, well-recognized landmark, or adjacent street.

  b. If an application is made to name or rename library property after an individual, this person shall have:

     1. Rendered valuable service to and has had a positive influence on the development of the city’s public library system or was a literary or artistic figure of national prominence who has significant local or regional ties; or

     2. Demonstrated excellence of contributions to the city’s development, community service, personal sacrifice for public service or national defense, or efforts to foster equality among the citizens of the city; or

     3. Historical significance locally, nationally, or globally with significant local or regional ties.

  c. Denial of the application may be appropriate if the proposed naming or renaming may tend to bring disrepute upon the community for any reason, or would not be looked upon favorably by a majority of city residents.

  d. Titles, ranks, or religious designations shall not be allowed on library property named for an individual. A nickname shall not be allowed, unless such person is best known by that nickname.

  e. In the case of naming or renaming a library property after any person, such naming or renaming shall be prohibited until the person has been deceased for a period of at least five years. An exception to this provision may be allowed if such person shall have provided a major donation of land and funds for the facility in an amount equal to at least 50 percent of the total cost of the project or is being recognized by a foundation gift(s), and if the naming or renaming receives unanimous votes of approval by the Library Board and the City Council.
• Criteria for Other City Properties (Other Than Park Property, or Library Property, or Street)

a. In naming or renaming city property, consideration shall be primarily given to the following purposes: to honor and commemorate noteworthy persons associated with the city; to celebrate local history, places, events, or culture; to strengthen neighborhood identity; or to recognize native wildlife, flora, fauna, or natural features related to the community and the city.

b. If an application is made to name or rename city property after an individual, this person shall have:

   1. Demonstrated excellence of contributions to the city's development, community service, personal sacrifice for public service or national defense, or efforts to foster equality among the citizens of the city; or

   2. Historical significance locally, nationally, or globally with significant local or regional ties.

c. Denial of an application may be appropriate if the proposed naming or renaming may tend to bring disrepute upon the community for any reason, or would not be looked upon favorably by a majority of city residents.

d. Titles, ranks, or religious designations shall not be allowed on a City property named or renamed for an individual. A nickname shall not be allowed, unless such person is best known by that nickname.

e. In the case of naming or renaming a City property after any person, such naming or renaming will generally be prohibited until the person has been deceased for a period of at least five years. As an exception to this provision, the name of such person may be approved if such person shall have provided contributions directly or through a foundation to a City facility when that facility would not exist without those contributions, and if such naming or renaming receives unanimous vote of approval by the City Naming Committee and the City Council.

"Unanimous vote," when required under this article, shall mean the favorable votes of all members of the body who are present and voting on the proposal.

Commemorative Designations

• Criteria for Commemorative Designations

a. In the commemorative naming of public property, consideration shall be primarily given to the following criteria: to honor and commemorate noteworthy persons associated with the city; to celebrate local history, places, events, or culture; or to strengthen neighborhood identity.

b. If an application is made to commemorate a street or city property after an individual, this person shall have:

   1. Demonstrated excellence of contributions to the city's development, community service, personal sacrifice for public service or national defense, or efforts to foster equality among the citizens of the city; or

   2. Historical significance locally, nationally, or globally with significant local or regional ties; or

   3. In the case that such a person provided direct contributions or is being recognized for a foundation gift(s) to a City facility when that facility would not exist without those contributions, approval of that request requires unanimous vote by the City Council.

c. Denial of an application may be appropriate if the proposed commemorative designation may tend to bring disrepute upon the community for any reason, or would not be looked upon favorably by a majority of city residents.

d. Commemorative street names shall not be longer than can be produced by the standard sign manufacturing capability of the Public Works department.
e. Titles, ranks, or religious designations shall not be allowed in a street name or a public property commemorated for an individual. A nickname shall not be allowed, unless such person is best known by that nickname.

f. A plaque or marker may be used on a facility to honor persons or individuals even though the facility is not named after them.

g. A commemorative name will be permanent as long as the person honored maintains the criteria stated in these standards.

1. If a commemorative sign/plaque falls into disrepair or is damaged, it shall be the responsibility of the applicant to pay the cost of repair or replacement. If the commemorative sign/plaque is not repaired or replaced, it shall be removed.

2. If the person does not maintain compliance with these criteria, the commemorative sign shall be considered null and void and shall be removed by the City.
Acknowledgement

I understand that this application, if approved, applies only to naming or renaming or commemoration of City-owned properties, including streets, or building facilities and interior spaces thereof, and is not approval or assurance of compliance with any other City regulation, code, or ordinance. Any information, technical assistance, or review comments by any City official are intended solely as information guidance, and are neither a determination of compliance nor binding on any agency with code enforcement responsibilities of the City.

Company: 
Petitioner Name (Print): John J. Beranek
Signature: John J. Beranek
Date: 09/10/2019
Address: 6404 West 55th Street, Sioux Falls, SD 57106
City: 
State: 
Zip: 
Phone: (605) 310-3226
Email: john@johnspeak.org

(Please complete below if owner is different than above)

Company: 
Petitioner Name (Print): 
Signature: 
Date: 
Address: 
City: 
State: 
Zip: 
Phone: 
Email: 

Office Use Only

Submit Date to Planning Office 09/10/2019

Application Category
☐ City-Owned Property
☐ City-Owned Street
☐ City-Owned Building Facility
☒ Commemoration

General Location or Street Address: City Hall, 1st Floor, 224 W. 9th Street, Sioux Falls, SD

Checked by: 

Application Reviewers
☐ Library Board
☐ Parks Board
☐ Street Naming Committee

Review Date
Recommendation (Approve, Approve with Stipulations, or Deny)

City Council Disposition
Date
Final Action (Approve or Deny)
Ordinance No.
Resolution No.
Effective Date

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Sioux Falls - Charlotte devoted her life to her family and the arts. She believed passionately in the power of the arts to enrich lives and dedicated her life to supporting artists, and to promoting and expanding access to the arts in South Dakota. Alongside her professional accomplishments, Charlotte's greatest joys were provided by her family throughout her long and full life.

Charlotte was born February 23, 1922 in Hurley, South Dakota to Leonard and Leta Thompson Visser. She grew up in Canton, South Dakota with her sister Claricie and brother Charles. She attended the Canton Public Schools. Charlotte competed as a flute soloist winning first place at the national high school level in 1940. She graduated from the University of South Dakota where she met Bernard (Bill) Craig Carver. After studying at Northwestern University, Charlotte was employed at Iowa radio stations. Following Bill's service in World War II, they were married in Canton on June 2, 1946. They lived in Milford, Iowa where Charlotte taught high school English before they moved to Sioux Falls where their three children, David, Catherine and Craig were born and raised.

Charlotte's lifelong commitment to the arts at the community, state and national level began in 1961 when she played flute with the South Dakota Symphony Orchestra then under the direction of Leo Kucinski and also served as its business manager. She became the first Executive Director of the South Dakota Arts Council in 1967. During her 22 years with the Arts Council, she held every office in the regional Arts Midwest, was treasurer of the National Assembly of State Arts Agencies and served on panels for the National Endowment for the Arts. A NEA fellowship gave her the opportunity to spend a three month sabbatical with the West Midlands Arts Agency in Stafford, England.

Carver was recognized for her service to the arts when she was awarded the Governor's Honorary Award in the Arts in 1988. She received the Sioux Falls Mayor's Award for Outstanding Individual Advocacy in the Arts and the Visual Arts Center Emeritus Award in 2005. Augustana University presented her with the Spirit of Augustana Award for the Arts in 2013.

Charlotte's interests were broad. She served on the boards of the Sioux Empire Arts Council now the Sioux Falls Arts Council, Visual Art Center Emeritus, SD Memorial Art Center, Black Hills Playhouse and the Alliance for Arts Education. She was an honorary member of Delta Kappa Gamma. She was instrumental in the All Saints School property being listed on the National Register of Historic Places in 1997. Her memberships included P.E.O. Chapter AQ, Civic Fine Arts Center, Kappa Alpha Theta, and DAR. She served on the vestry of Calvary Episcopal Cathedral.

During retirement years, the family spent summers at their Lake Okoboji home where Charlotte was on the board of the Okoboji Foundation, the Lakes Art Center and St. Albans Episcopal Church Bishops Committee. Bill and Charlotte travelled extensively throughout Europe and frequently visited their children in Colorado, New York and Michigan.

Charlotte Visser Carver died peacefully at her home on September 6, 2019.
Location Details of Rotational Art
City of Sioux Falls City Hall

Location 1. 24"w x 36"h up to 36"w x 42"h, 20 lb. weight limit

Location 3. Artwork up to 90"w x 72"h (can be composed of one or multiple pieces—artwork must weigh less than 10 lbs. per linear foot horizontally)

Location 2. 36"w x 24"h up to 60"w x 36"h (artwork must weigh less than 10 lbs. per linear foot horizontally)

Location 4. Artwork up to 90"w x 72"h (can be composed of one or multiple pieces—artwork must weigh less than 10 lbs. per linear foot horizontally). This location is ideal for multiple artists, collaborations, and organizations.
Application Process for Naming, Renaming, or Commemoration of City-Owned Properties Including Streets or Building Facilities, and Interior Spaces Thereof

Applicant completes application.

Naming or renaming

City-owned street  City-owned property  Other City-owned property

Applicant submits application to Director of Planning and Building Services.

Street-Naming Committee review and recommendation

City Council disposition

Ordinance adoption

Commemorative designation

City-owned street  City-owned property  Other City-owned property

Applicant submits application to Director of Planning and Building Services.

Park Board or Library Board review and recommendation

City Council disposition

Ordinance adoption

City Council disposition

Ordinance adoption

Review and recommendation by Director of Planning and Building Services

City Council disposition

Resolution Adoption

December 2013