SIOUX FALLS PARKS AND RECREATION BOARD MEETING
Wednesday, February 20, 2019
4:00 p.m. Regular Board Meeting
Elmwood Clubhouse, 2604 W. Russell St.

ORDER OF BUSINESS

1. Roll call and determination of quorum

2. Approval of minutes from January 16, 2019 meeting

3. Public Comment

4. Report of standing committees
   a. Marketing and Public Needs
   b. Park System Planning and Development
   c. Partnerships and Recreation

5. Unfinished business

6. New business
   a. Overlook Café Management Agreement – Jackie Nelson
   b. Sculpture Placement Falls Park West – Mike Patten
   c. Sertoma Park Gifting Agreement – Mike Patten
   e. Gate Fee Applications: Tournaments – Sky Smothers; JazzFest – Jackie Nelson
   f. Policies and Guidelines – Jackie Nelson

7. Report of Director of Parks and Recreation
   a. Community Center report – January
   b. Aquatics report – January
   c. Ice Rink report – January
   d. Golf Course Report – December

8. Items added after the agenda deadline
   a. The Parks and Recreation Board may include other such business as may come before this body.

9. Reading of communications to the Board

10. Open board discussion

11. Adjournment

Upcoming events: No news conferences or ribbon cuttings are scheduled

Persons requiring special accommodation for participation in any programs or activities sponsored by Sioux Falls Parks and Recreation should call 367-8222 during regular business hours at least 48 hours prior to the event. Special needs will be accommodated whenever reasonably possible.
Unofficial minutes to be approved at the February 20, 2019 meeting

January 16, 2019

A REGULAR MEETING OF THE SIOUX FALLS PARKS AND RECREATION BOARD was held on Wednesday, January 16, 2019 at 4:00 p.m., at the Prairie Green Clubhouse.

Roll Call and Determination of Quorum
Members present: Lorrae Lindquist, Jim Stavenger, Ann Nachtigal, Todd Sundleaf and Patti Abdallah.

Members absent: Mark Steinborn and Mike Begeman.

Parks and Recreation staff present: Don Kearney, Director of Parks and Recreation; Sky Smothers, Recreation Manager; Jackie Nelson, Administrative Manager; Kelby Mieras, Park Operations Manager; Tory Miedema, Park Development Specialist; Mike Patten, Park Development Specialist; and Rita Meyer, Administrative Assistant.

Others present: Karen Leonard, City Attorney’s Office; Justin Arlt, General Manager, Sioux Falls Golf.

Approval of Minutes (December 14, 2018)
A motion to approve the minutes was made by Nachtigal and seconded by Abdallah. Motion passed unanimously with all present Board members voting yes.

Public Input
No public input.

Report of Standing Committees
No committee meetings were held in January.

Unfinished Business
No unfinished business.

Under New Business
No new business.

Report of Director of Parks and Recreation
Kearney shared that the City Council did approve the changes to the ordinance as it pertains to drones in City parks. He also shared that RFP’s have been received for operating the Overlook Café to take the place of Rhonda Milstead’s contract that ends on January 31, 2019.

Justi

Justin Arlt shared details of how season pass sales are progressing so far for 2019, as well as some staffing updates. He also discussed some possible temporary solutions to the recent cart shed fire to be ready for the start of the 2019 golf season.

Mieras shared that the City crews have been actively removing ash trees and stumps on Park properties. The City Council approved the bids for contractor street tree removals to be completed in 2019.
Unofficial minutes to be approved at the February 20, 2019 meeting

January 16, 2019

Miedema shared upcoming focus group and public meetings to gather input for updating our Comprehensive Parks and Recreation System Master Plan.

**Items Added After the Agenda Deadline**
None.

There being no further business, Abdallah made a motion to adjourn. Motion passed unanimously. Meeting adjourned.

_____________________________
Secretary

Approved by:

_____________________________
President

Unofficial
Management and Naming Rights Agreement for the Café
Located in Falls Park

Agreement made ______________, 2019, between the City of Sioux Falls, SD (the "City") and Stensland Enterprises, Inc., 3101 W. 41st Street, Sioux Falls, SD 57105 (the "Manager").

WHEREAS, the City is the owner of the Café currently known as the Falls Overlook Café (the "Café") and located at 825 North Weber Avenue, Sioux Falls, SD 57103;

WHEREAS, the Manager has been in the business of providing food, and is best known for providing a quality line of dairy products;

WHEREAS, the City desires to grant the Manager the right to manage the Café by providing quality food to its patrons, along with offering both in-house catering services and for a more elaborate food presence and service through the Manager’s preferred outside catering company.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

Defined Terms

Defined Terms. For purposes of this Agreement, the following terms have the meanings:

ADA means the American with Disabilities Act, 42 U.S.C. Sections 12101–12213, as amended, as it now exists, and as it may be amended in the future.

Budget means a projection of revenues and expenses for a specified purpose and period of time.

Capital Equipment means any and all furniture, fixtures, and equipment including any other property the Manager is required to supply to support the delivery of services to be provided by the Manager as set forth in Exhibit A.

Capital Improvements mean any additions, alterations, renovations, repairs, and improvements to the Café with an initial dollar cost of not less than $2,500.00 per project. Capital improvements will not include routine maintenance and repair projects, which in the aggregate do not exceed $2,500.00 per project. Capital improvement items
may or may not be capitalized as capital assets on the City's balance sheets depending upon the City’s asset capitalization policy in effect at the time of acquisition.

*Laws* mean all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, and constitutional provisions.

*Operating Account* is as defined in Section Eleven, subparagraph 9, of this Agreement.

*Operating Expenses* mean the expenses and expenditures incurred by the Manager in promoting, operating, maintaining, and managing the Café that are required to be accounted for in the operating account, all as determined in accordance with generally accepted accounting principles. Operating expenses include, but are not limited to, employee compensation including bonuses, benefits; operating supplies, materials, and parts costs; costs of any independent contractors; advertising, marketing, group sales, and public relations costs; commissions; and data processing costs. The Manager’s costs of procuring, administering, and maintaining the insurance policies required pursuant to this Agreement; printing and stationery costs; postage costs; banking services fees; equipment rental costs; computer equipment purchase and lease costs, Internet, cable and telephone charges, telephone line(s) which have not been provided by the City; copier/printer/facsimile equipment lease charges, software costs, and website construction, maintenance, and hosting costs; repairs and maintenance consistent with Exhibit A; safety and medical expenses; and point-of-sale charges. Operating expenses do not include (i) the cost of property taxes for the facilities; (ii) telephone lines provided by the City; and (iii) utility charges that are the City’s responsibility as set forth in Section Twelve, subparagraph 8.

**Section One**
**Management**

1. **General.** The City grants to the Manager the exclusive right to operate, manage, market, and promote the Café as set forth in this Agreement including, but not limited to, the day-to-day operations of the Café and all activities therein, provided that the Manager must follow all applicable laws and the City’s policies and guidelines involving the expenditure of City funds.

2. **Property Condition.** The Manager accepts the premises as being in an “as is” condition and shall return the premises in good working order, normal wear and tear excepted, in the event the Manager shall cease to manage the Café.

3. **City Access to Premises.** The City may enter upon the Café premises at any reasonable time for the purpose of inspecting the Café, trash collection and disposal, making repairs, or for any other reasonable purpose.

4. **Facility Access.** Subject to the approved operational plan as set forth in Section Fourteen, Manager shall ensure that the Café is open and available to all members of the public and that it will not enter into any leases or other agreements providing for the exclusive use of the Café by any person other than on a temporary basis.
5. **Contract Manager.** The Director of Parks and Recreation (the “Director”) or his designee(s) will serve as contract manager. The contract manager will represent the City’s interests to the Manager and will oversee the performance of the Manager. The Manager shall report to and be responsible to the contract manager.

6. **Execution of Contracts.** The Manager shall have the right to negotiate, execute (in Manager’s own name), deliver, and administer service and other contracts involving the day-to-day operations of the Café as agent on behalf of the City. Any such material agreement shall contain standard indemnification and insurance obligations on the part of each vendor, licensee, or service provider, as is customary for the type of service or obligation being provided or performed by such parties. The Manager shall obtain the prior approval of the City (which approval shall not be unreasonably withheld or delayed) before entering into any such contracts with a term that expires after the term of this Agreement, unless such contract, by its express terms, can be terminated by the Manager or the City following expiration of the term without any penalty. In connection with any contracts Manager enters into, Manager shall use its best efforts to include in such documents: (i) the right of Manager to assign, without cost, all of its rights and obligations to the City or to any successor management company retained by the City upon the expiration or termination of this Agreement; and (ii) the right of the City to assign, without cost, its rights and obligations to any successor management company retained by the City.

**Section Two**

**Term**

This Agreement will commence on the last to occur of the signing of this Agreement by the Mayor, the attestation of this Agreement by the City Clerk, the approval of this Agreement by resolution adopted by the City Council, and the expiration of the time within which the City Council’s approval of this Agreement may be challenged by referendum following the publishing of the City Council’s resolution (the “Effective Date”), and will continue in full force and effect through January 31, 2024, unless earlier terminated under the provisions of this Agreement. The Manager may request, in writing, by June 30 in the final year of the Agreement, a request to renew the Agreement for an additional five (5) year period. Upon receipt of the extension request, the City may at its discretion, based upon an evaluation of the Manager’s compliance with the terms and conditions of the Agreement, grant a five-year extension in accordance with the Code of Ordinances of Sioux Falls, SD in effect at the time of renewal. Should the Manager fail to submit a written extension request, the Agreement shall terminate at the conclusion of the Agreement’s term. The City reserves the right to terminate the Agreement for material breach in accordance with terms and conditions set forth in Section Twenty-two.

Upon the termination of this Agreement, the Manager will yield and deliver peaceably to the City possession of the Café (including any personal property belonging to the City) and any alterations, additions, or improvements thereto, promptly and in good condition,
order, and repair, except for reasonable wear and tear. Further, the Manager agrees to be responsible for cleaning the Café to the satisfaction of the City.

Section Three
Civil Rights and ADA

1. **ADA Requirements.** With respect to the Americans with Disabilities Act (ADA), the Manager will comply with Title III of the ADA and the provisions of auxiliary aids or alternate services as may be required by the ADA. The Manager is obligated to ensure the accessibility of any and all events taking place within the facility’s structures and on the facility’s property. The Manager is required to comply and be financially responsible for compliance with Title III of the ADA in connection with any event or activity held at the facility or on its property.

Furthermore, the Manager will require every licensee, lessee, tenant, promoter, or user of any portion of the Café to comply and to be financially responsible for compliance with Title III of the ADA in connection with any activities of such licensee, tenant, promoter, or user at the Café.

Nothing in this section or elsewhere in this Agreement will require the Manager to undertake any of the foregoing compliance activities, nor will the Manager have any liability under this Agreement if compliance requires any capital improvements or capital equipment purchases, unless the City provides funds for the needed capital improvements and capital equipment purchases.

2. **Civil Rights.** In addition to the undertaking required above, the Manager agrees to observe and fully comply with all nondiscrimination and antiharassment provisions of any federal, state, or local laws, which would include, but is not limited to:


Without limiting the foregoing, the Manager will not discriminate against any person based on the individual's race, religion, color, sex, national origin, ancestry, disability, age, genetic information, or creed. Manager will include the phrase "equal opportunity employer" or a similar phrase approved under South Dakota law in all solicitations or advertisements for employees.

The Manager will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling any investigative agency, commission, or court, or its representatives, to ascertain compliance with the above provisions.

Notwithstanding any provision in this Agreement to the contrary, if Manager is found liable under or to be in violation of any human rights or antidiscrimination laws under a final agency decision or court order, the Manager will be deemed to have materially breached this Agreement and the Agreement may be immediately terminated, in whole or in part, by the City and the Manager shall be liable for any costs or expenses incurred by the City in obtaining from other sources the services to be rendered or performed under the contract so terminated or cancelled.

Section Four
Annual Payment

A. The Manager shall make annual payment to the City Finance Office due January 30, the following year, of ten (10) percent of gross receipts.

B. If the Manager fails to timely pay its annual payment described in paragraph A. above, such failure shall constitute a material breach of the Agreement and grounds for termination of the Agreement.

C. All past due amounts shall be assessed a monthly penalty of five (5%) of the total amount due calculated after the fifth (5th) day of each month.

D. In the event any check for payment is returned to the City, all future payments must be made by certified or cashier check only.

E. The Manager shall collect and promptly disburse all taxes required by state and local authorities for sales conducted by the Manager at the Café and shall pay any applicable taxes relating to food service operation, equipment or inventory (other than with respect to City owned/purchased equipment described in this Agreement).

Section Five
Scope of Services

The Manager shall operate the Café in accordance with industry standards to provide a professionally run, family-oriented food service for park patrons and to book private rentals/catering events. The Manager shall provide services necessary for the operation and management of the Café as set forth in Exhibit A. The City shall provide for the City's responsibilities as set forth in Exhibit A. The Manager shall refrain from any
business practice or promotional activity that is injurious or detrimental to the City or the goodwill associated with the Café and the Parks and Recreation system of the City.

Section Six
Name of Café

On and as of the Effective Date, the name of the Café located in Falls Park, which was known as the Falls Overlook Café, will become the "Falls Overlook Café by Stensland" (the "Name"), unless amended or changed in accordance with this Agreement.

(a) Naming Rights. From and after the Effective Date, any and all announcements relating to the Café and any and all print or broadcast media advertising, as well all marketing and promotional materials, created and/or conducted by the City or the Manager will refer to the Café as the "Falls Overlook Café by Stensland."

(b) The City will cause any entity holding an event to refer to the Café as the "Falls Overlook Café by Stensland", in announcements, in print and broadcast media advertising for the Café or the event, and any other appropriate collateral and marketing materials.

(c) Signage. The Manager shall pay for costs associated with updated signage and installation. All proposed updated signage shall meet the applicable zoning and historical code requirements. Manager shall be responsible for maintenance costs associated with the signage. In the event the sign is damaged due to vandalism etc, the City shall be responsible for such cost. Final design of the sign shall be pre-approved by the Director.

Section Seven
Improvements

Any improvements made shall be done in accordance with Section Fourteen of this Agreement. The City may impose conditions upon the installation of any improvements. Violation of any of the conditions shall constitute grounds for termination of this Agreement.

Section Eight
Compliance with Laws

The Manager shall comply with all federal, state, local ordinances, statutes, rules, and regulations that may apply to the operation of the Café.

Section Nine
Insurance

1. City-Required Insurance. The City at its own expense shall procure and maintain property and liability insurance with insurance companies or pools licensed or authorized to do business in South Dakota, or self-insure for an equivalent amount.
2. **Manager-Required Insurance.** The Manager, at its cost, shall secure the insurance specified below. All insurance secured by the Manager under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this Agreement.

   a. **Workers' compensation insurance** providing the statutory limits required by South Dakota law, if the Manager has any employees. In addition, if the Manager has any employees, it shall provide Coverage B, Employer's Liability Coverage, of not less than $100,000 each accident, $100,000 disease–policy limits. The required limit may be met by excess liability (umbrella) coverage.

   b. **Commercial general liability insurance** providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If “occurrence form” insurance is not available, “claims made” insurance will be acceptable. The policy shall be maintained for three years after completion of this Agreement.

   c. **Automobile liability insurance** covering all owned, non-owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than $1,000,000 combined single-limit each occurrence. The required limit may include excess liability (umbrella) coverage.

   d. **Liquor liability insurance** naming the City as an additional insured with single-limit coverage for personal and bodily injury and property damage of at least one million dollars ($1,000,000) for each occurrence.

   e. At the City’s request, Manager shall obtain such other insurance that is customary and standard for protection against claims, liabilities, and losses connected with the Café. The insurance required in subsection “d” above shall be provided as specifically directed by the City.

The Manager will provide the City with at least 30 days’ written notice of an insurer’s intent to cancel or not renew any of the insurance coverages.

The City’s approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants’ or subcontractors’ interests, and assumes no liability thereof.

3. **Blanket Policies.** All insurance may be obtained by Manager or the City by endorsement or equivalent means under blanket insurance policies, provided that such blanket policies fulfill the requirements specified herein. All blanket insurance
policies shall be in form and substance with deductible limits and self-insured retention, which are consistent with those that are generally accepted by the City.

4. **City as Additional Insured.** All insurance provided under this section shall name the City and its duly authorized representatives as an additional insured. The party procuring such insurance shall deliver to the other party policies or certified copies, signed by an authorized representative of the insurer, or in the case of blanket policies, certified abstract policies with respect to all policies so procured, including existing, additional, and renewal policies and, in the case of insurance about to expire, shall deliver evidence of renewal in binder form with respect to the renewal policies not less than 45 days prior to the respective dates of expiration, and thereafter shall deliver policies, as aforesaid, or as the case may be, within 60 days succeeding the expiration dates.

5. **Notice of Cancellation.** All policies of insurance provided for under this section shall, to the extent obtainable, have attached thereto an endorsement that such policy shall not be canceled or materially changed without at least 30 days' prior written notice to the City, Manager, and any additional insured.

6. **Claims.** Manager and the City shall cooperate in a prompt manner in connection with the making of any claims and the collection of any insurance money that may be due and shall execute and deliver such proofs of loss and other instruments that may be required for the purpose of obtaining the recovery of any such insurance monies.

7. **Failure to Maintain Insurance.** If the Manager fails to obtain and maintain the insurance required pursuant to this section or if any insurer cancels or modifies such insurance without the City's consent, at the City's election (but without any obligation to do so), the City may procure similar insurance coverage and Manager shall reimburse the City for any premiums paid by the City within ten days of demand therefor. Any amounts unpaid shall accrue interest at the New York Prime Rate plus 5 percent from the day incurred. Manager shall not perform work during any period when any policy of insurance required hereunder is not in effect unless it gives evidence to the reasonable satisfaction of the City of the unavailability of such insurance.

8. **Risk Management.** The Manager shall cooperate in the implementation of any loss control recommendations, insurance coverage reviews, and collection appraisals for insurance purposes of the City.

**Section Ten**

**Independent Contractor Status/Employees**

1. **Personnel.** Manager shall select, employ, and supervise any and all of the personnel necessary or required to carry out the services to be provided by the Manager as set forth in Exhibit A ("Café employees"). All personnel so employed shall be employees or independent contractors of the Manager, and the terms of their employment or engagement, including compensation, shall be at the sole discretion of the Manager. The salaries and all additional costs of engagement of
the aforementioned personnel employed or contracted by Manager shall be borne by Manager.

2. **Not City Employees.** Café employees shall in every instance be deemed employees of Manager and not of the City. The City shall have no right to supervise or direct such employees.

3. **Reports.** Manager shall prepare and file punctually when due all forms, reports, and returns required by law relating to the employment of personnel of the Café or the operation of the Café.

4. **Independent Contractor.** Manager will not represent to anyone that its relationship to the City is other than that of an independent contractor, and the City and Manager may so inform any parties with whom they deal and may take any other reasonable steps to carry out the intent of this subsection.

**Section Eleven**

**Indemnification**

1. **Protect Against Liability.** Manager will use commercially reasonable efforts that are consistent with industry standards applicable to similar facilities to not do or permit any act or thing to be done on the Café premises that subjects the City to liability or responsibility for injury, damage to persons or property, or to any liability by reason of any violation of law or of any requirement. Manager shall use its best efforts to exercise such control over the Café so as to fully protect the City against any such liability. In addition, to the fullest extent permitted by law, Manager shall indemnify and save harmless the City and the City shall indemnify and save harmless the Manager against and from all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges, and expenses, including, without limitation, attorneys' fees and disbursements, which may be imposed upon or asserted against or reasonably incurred by the City or the Manager or any agency or subdivision thereof or their respective agents, employees, officers, or directors (the "indemnities") by reason of the acts or omissions of the other or its affiliates or the performance of each of their obligations hereunder, unless the same shall have been caused solely by the negligent or willful acts of such indemnities. If damage to the Café results from any removal made by the Manager or its agents, the Manager or tenant will repair the damage at its sole expense.

2. **Insurance.** The obligation of Manager under this section shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Café.

3. **Indemnification.** Subject to Section Twenty-Two, subparagraph 6, of this Agreement, if any claim, action, or proceeding is made or brought against any indemnitee by reason pursuant to this section, then, upon demand by such indemnitee, the City or the Manager at its sole cost and expense, shall resist or defend such claim action or proceeding in such indemnitee's name, if necessary,
by the attorneys for the City or the Manager's insurance carrier (if such claim, action, or proceeding is covered by insurance), otherwise by such attorneys as the other party shall approve. The parties agree that if the other party is named as party to an action, the other party will reasonably cooperate in the conduct of the proceedings.

Section Twelve
Accounting

1. **Collection of Receipts/Payment of Expenses.** The Manager shall be responsible for the collection of all receipts generated by business operations at the Café, and the payment of all operating expenses incurred in the business operations associated with providing the services to be rendered by the Manager as set forth in Exhibit A, and the Manager shall account for the same consistent with the terms of this Agreement.

2. **Rent of Facilities.** The Manager shall have the exclusive right to rent the Café facilities for use by the public for educational activities, meetings, private gatherings, or other uses that may be developed for the Café by the Manager.

Subject to availability, the City shall have the right to use the Café rent-free for meetings, seminars, training classes, or other noncommercial uses, provided that the City shall promptly reimburse Manager for deposit into the operating account for any out-of-pocket expenses incurred by Manager in connection with such use. Such noncommercial use of the facility by the City shall (i) not compete with or conflict with the dates previously booked by Manager for paying events, and (ii) be booked in advance upon reasonable notice to Manager. Upon request of the City, the Manager shall provide to the City a list of available dates for City use of the Café. To the extent that Manager has an opportunity to book a revenue-producing event on a date that is otherwise reserved for use by the City, Manager may propose alternative dates for the City's event and the City shall use best efforts to reschedule its event to allow Manager to book the revenue-producing event.

3. **Rental Proceeds.** Pursuant to the terms of this Agreement, all proceeds from the renting of Café facilities set forth in this section shall be collected by Manager and be the property of the Manager.

4. **Manager's Right to Sell Commodities.** The City shall not authorize or permit any other person or entity and shall not on its own behalf sell, or offer for sale, at the Café any of the commodities for which the Manager has rights. This section is not applicable to separate City-sponsored catering events that may occur at the site.

5. **Remittance of Tax Due.** The Manager, unless it has subcontracted with other agencies to do so, shall collect, account for, and remit promptly to the proper governmental authority all applicable excise, sales, and use taxes or similar governmental charges collected at the Café directly from the patrons or guests, or as a part of the sales price of any goods, services, or displays such as admission, gross receipts, or similar or equivalent taxes.
6. **Accounting System.** Manager shall establish, implement, and supervise the accounting, inventory, and cost control systems necessary to carry out the services to be provided by the Manager as set forth in Exhibit A. Manager shall maintain adequate control over the records of the Café and the acquisition and disposition of all personal property and all fixed assets used in the operation of the Café. (See Exhibit A.)

7. **Advertising and Promotion.** Except as otherwise expressly provided herein, Manager shall at its sole cost and expense pay the administrative and general expenses and the cost of Café advertising, business promotions, and public relations out of the operating account.

8. **Utilities.** Except for utilities that have been deemed to be the responsibility of the Manager as listed below, the City shall pay all utility charges assessed to the Café including garbage, alarm system, water, sewer, and electricity.

   Telephone(s), point of sales, any additional telephone line(s) that are needed which have not been provided by the City, Internet (including wireless), and cable expenses, if any, shall be the responsibility of the Manager as set forth in Exhibit A.

9. **Operating Account(s).** The Manager shall create and maintain one or more separate commercial bank accounts (the “Operating Accounts”) using Manager’s tax identification number in the City of Sioux Falls, which shall be for the exclusive use of all receipts and disbursements related to this Agreement. Subject to the terms of this Agreement, all revenues and monies received by the Café shall be deposited by Manager into the Operating Accounts as soon as practicable upon receipt. The City may at any time obtain information and records from the bank concerning such accounts and inspect the same.

   **Section Thirteen**
   **Inventory**

The Manager shall provide the City, at the end of each calendar year, with an annual inventory of Manager’s assets valued in excess of $2,500.00 per item including, but not limited to, all furniture, fixtures, office equipment, supplies, and donated items at the Café, and deliver a written report of the foregoing to the City.

Further, Manager agrees to itemize the capital equipment it owns on an annual basis. The capital equipment listed shall be subject to the concurrence of the City.

The City may review and audit any other inventory for reasonableness.

   **Section Fourteen**
   **Budget**

1. **Budget.** The Manager shall each year submit to the City an annual budget no later than October 31 for the coming calendar year, which shall be January through
December of each year. The annual budget shall include projected gross revenue and expenses for the next calendar year.

2. **Schedule of Capital Improvements.** The Manager may annually, at the time of submission of the annual budget to the City, provide to the City a schedule of proposed capital improvements to be made at the Café, for the purpose of allowing the City to consider such projects and to prepare and update a long-range Capital Improvement Program.

3. **Responsibility for Capital Improvements and Capital Equipment.** The City will have the sole discretion to determine whether and to what level to fund Capital Improvements at the Café; provided, however, the City shall be under no obligation to make any capital improvement proposed by the Manager, and provided further, pursuant to Section Eleven, subparagraph 1, of this Agreement, that the Manager shall have no liability for any claims, costs, or damages arising out of a failure by the City to make any capital improvements which were determined to be necessary for the safety, health, and welfare of the people; and provided further, that the Manager shall be solely responsible for all capital equipment expenditures in accordance with the terms set forth in Section Fifteen of this Agreement. Notwithstanding the foregoing, the Manager shall have the right (not the obligation) upon notice to the City and with the City’s consent, to make capital expenditures at the Café for emergency repairs in accordance with the procedure for declaration of an emergency under Section 5.07 of the City’s Home Rule Charter.

4. **Debt.** No City real property assets shall be encumbered by the Manager without City consent or approval.

5. **Liens.** Manager and the City shall use their best efforts to prevent any liens from being filed against the Café, which arise from any maintenance, repairs, alterations, improvements, additions, or replacements in or to the Café. Manager shall act for itself and the City in this regard unless the City directs otherwise, and if any liens are filed as a result of the Manager’s actions, Manager shall prevent any liens from becoming delinquent. The cost thereof, if the lien was not occasioned by the fault of either party, shall be treated the same as the cost of the matter to which it relates. If the lien arises as a result of the fault of one party, then the party at fault shall bear the out-of-pocket cost of obtaining the lien release.

**Section Fifteen**

**Hours of Operation and Limitations**

The Manager and the City agree that the intent is for the Manager to operate during those times when it is most beneficial to patrons and reflective of facility usage ("Business Hours"). The Manager shall set the Business Hours for the Café with approval of the Director. The Manager shall be responsible for staffing and operation of the Café during Business Hours. Notwithstanding the below paragraph, failure on the part of the Manager to staff and operate the Café during Business Hours shall be a material breach of the Agreement and cause for Termination at the City’s discretion.
Section Sixteen
Pricing menu / Catering menu

Pricing of the lunch/ concession menu and both the in-house and Chef Jeni and Company catering menus provided under the terms of this Agreement shall be competitive and consistent with the local market. The initial menu and pricing for both the café and in-house and outside catering is set forth in Exhibit B which is attached hereto and made a part of this Agreement. All prices shall be professionally displayed in prominent places at all times.

Section Seventeen
Patents, Trademarks, and Copyrighted Products

If the Manager requires the use of or desires to use any patented design, device, material, process, mark, copyright, trademark, name, slogan, or other legally protected property right, or to sell, vend or distribute any item or product, which is subject to a copyright, patent, trademark, license, or other form of legal protection, it shall provide for such use, sale or distribution in an approved legal manner by making a proper agreement with the patentee, owner or lessee or such design, device, material, process, mark, copyright, trademark, name, slogan, or other legally protected property right, for such use. The Manager shall protect, defend and save harmless City, its officers, agents, and employees, against any and all claims for damages or otherwise by reason of infringement of such design, device, material, process, mark, copyright, trademark, name, slogan, or other legally protected property right, and shall indemnify City, its officers, agents, and employees for any loss it or they may sustain due to such infringement. The Manager shall not sell, vend, or distribute items or products deceptively similar to those subject to copyright, patent, trademark, or license to avoid payment of appropriate royalties or fees.

Section Eighteen
Liens

The Manager shall use its best efforts to prevent any liens from being filed against the Café, which arise from any maintenance, repairs, alterations, improvements, additions, or replacements in or to the Café. If any liens are filed as a result of the Concessionaire’s actions, The Manager shall prevent any liens from becoming delinquent. Any costs associated with the lien shall be the expense of the Manager.

Section Nineteen
Operational Plan

The Manager will prepare and maintain an operational plan for the Café activities by October 31 each year. The operational plan shall establish operational policies and procedures for services offered including, but not limited to, information regarding employee training, cash handling, catering plan, menu/catering pricing consistent with the scope of Manager’s Response to the City’s Request for Proposal 19-0003, alcohol
management plan, and staffing levels. Implementation of the plan shall be upon concurrence of the Director.

Section Twenty
Merchandise Plan

The Manager will prepare and maintain a merchandise plan for the Café by October 31 of each year. The merchandise plan shall set forth plans for a merchandise section within the Café which promotes local product. Implementation of the plan shall be upon concurrence of the Director.

Section Twenty-One
Ownership of Assets/Repairs

The Manager shall retain ownership of and repair and replace as necessary all capital equipment, including waffle cone iron, utensils, espresso machine, coffee maker, air pot, grinder, smoothie/frozen beverage maker/dispenser and any other property the Manager is required to supply to support the delivery of services to be provided by the Manager under Exhibit A. The City shall be the exclusive owner of all other property at the Café.

Upon expiration or termination of this Agreement, the City will retain all intangible property including, but not limited to, websites, domain names, Facebook pages, suppliers’ lists, and customer lists. The ownership of inventory including food, beverage, and supplies, along with data and software utilized by the Manager in providing services under this Agreement will remain with the Manager. Notwithstanding the previous sentence, the City shall retain ownership of any and all records pertaining to commitments for Café made by the Manager which extend beyond the expiration or termination of the Agreement.

Section Twenty-Two
Expiration, Termination, Remedies, and Exculpation

1. **Grounds for Termination by the City.** The City may terminate this Agreement by notice to Manager if any one or more of the following events occur:

   a. If Manager applies for or consents to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets or makes a general assignment for the benefit of its creditors, or files a voluntary petition in bankruptcy or a petition seeking reorganization, composition, arrangement with creditors, liquidation, or similar relief under any present or future statute, law, or regulation, or files an answer admitting the material allegations of a petition filed against it in any proceeding under the Bankruptcy Code, or is adjudicated bankrupt or insolvent.

   b. If any petition or complaint is filed without the application, approval, or consent of the City seeking reorganization, composition, arrangement with creditors,
liquidation, or similar relief under any present or future statute, law, or
regulation with respect to Manager seeking appointment of a receiver, trustee,
or liquidator thereof of all or a substantial part of such party's assets, and such
petition of complaint is pending and not withdrawn or dismissed for an
aggregate of ninety (90) days (excluding any days during which such petition
or complaint shall be stayed), whether or not consecutive.

c. If Manager breaches or fails to perform any term, covenant, or condition
contained in this Agreement and fails to cure the alleged breach within thirty
(30) days following written notice specifying the alleged default and the action
required to cure the default.

2. **Grounds for Termination by the Manager.** The Manager may terminate this
Agreement by notice to the City if the City breaches or fails to perform any term,
covenant, or condition contained in this Agreement and fails to cure the alleged
breach within thirty (30) days following written notice specifying the alleged default
and the action required to cure the default.

3. **Extension of Cure Period.** In the event a default, other than a default in the
payment of money, is not reasonably susceptible to being cured within the thirty-
(30-) day period, the defaulting party will not be considered in default if, within the
allowed thirty- (30-) day period, the defaulting party will have commenced with due
diligence to cure the noticed default and thereafter completes as soon as
practicably possible the cure of the noticed default.

4. **Accounting Upon Termination or Expiration.** If this Agreement expires or is
terminated as provided in this section, Manager shall prepare or cause to be
prepared financial statements in accordance with the applicable provisions of
Section Seventeen for the period between the end of the last preceding accounting
period and the termination date, and Manager shall account to the City as of the
date of termination for all amounts due and payable specified in such financial
statements (such accounting shall be subject to post-termination adjustment to
correct any errors in such statements; the obligation to make any such adjustment
shall survive the expiration or sooner termination of this Agreement). In addition, as
of the date of any such termination, Manager shall release, transfer, or remit to the
City copies of all books, records, licenses, and property of the City held or
controlled by Manager other than materials containing personnel records and shall
take all other necessary measures to effectuate the orderly and prompt termination
of the relationship contemplated by this Agreement.

5. **Remedies.** With or without terminating this Agreement, upon the occurrence of a
default and a failure to cure within the cure period, if any, the party not in default will
be entitled to all remedies available under applicable law. All remedies will be
cumulative and nonexclusive of any other remedy.

6. **Officials Not Liable.** No official, director, officer, agent, or employee of the City
shall be charged personally or held contractually liable by or to the Manager under
any term or provision of this Agreement or because of any breach thereof or
because of its or their execution, approval, or attempted execution of this Agreement. No Café trustee, advisory board member, director, or employee of the Manager shall be charged personally or held contractually liable by or to the City under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.

7. **Waiver of Breach.** The waiver by the City or Manager of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same or any other term, covenant, or condition herein contained. Any failure on the part of the City or Manager to require or exact full and complete compliance with any of the covenants, conditions, or agreements of this Agreement shall not be construed as in any manner changing the terms hereof or to prevent the City or Manager from enforcing the full provisions hereof, nor shall the terms of this Agreement be changed or altered in any manner whatsoever other than by written agreement of the City and the Manager.

8. **Effects of Termination or Expiration.** In the event this Agreement expires or is terminated:

   a. **Payment of Operating Expenses.** All operating expenses incurred or committed prior to the date of expiration or termination will be paid using funds on deposit in the operating accounts described in Section Eleven above; and

   b. **Assignment of Contracts.** Without any further action on the part of Manager or the City, Manager will assign and the City will, or will cause another management company retained by it, to accept the assignment of Manager’s rights, and assume and perform all of Manager’s obligations, arising after the date of expiration or termination of this Agreement under any rental agreements, booking commitments, advertising agreements, concession agreements, and other contracts relating to the Café which have been executed by Manager, except (i) to the extent any agreement, commitment, or contract was executed by Manager in violation of any of the restrictions applicable to Manager’s right to execute agreements, commitments, or contracts contained in this Agreement; and (ii) for any contracts, agreements, or commitment to which the consent of the other party (to the contract, agreement, or commitment) is required for the assignment and assumption unless the required consent is obtained (in the case of any required consent, Manager will use commercially reasonable efforts to obtain the required consents and the City will cooperate in any reasonable manner with Manager to obtain require consents).

9. **Surrender of the Premises and Other Assets.** Upon termination or expiration of this Agreement and in accordance with Section Two above, Manager will provide the City with all passwords, security information, and authorizations necessary for the City or the successor management company to access, assign, maintain, and
operate all websites, Facebook pages, intellectual property rights, and vendor and supplier services.

Section Twenty-Three
Financial Reports

1. **Financial Records and Agreements.** Manager shall keep complete and adequate books and records reflecting the results of the operations of the Café in accordance with generally accepted accounting principles. Manager shall at all times keep and maintain at the Café or its regular place of business all records, books of account, and other records relating to or reflecting the operations of Manager affecting the Café, including such records as may be reasonably required by the City to be maintained by the Manager and any information required to be maintained pursuant to any provisions of this Agreement. Upon request and subject to any restrictions imposed by applicable law, the Manager shall furnish to City copies of all agreements and amendments thereto executed by the Manager. In the event a request for an agreement is made by a third party, the City agrees to notify the Manager of such request and the Manager shall timely set forth any legal objection, if any, whether such agreement may be turned over. The City Attorney’s Office shall be the record keeper of all such agreements.

2. **Quarterly Financial Reports.** The Manager shall provide the City with quarterly financial statements by the end of the month immediately following the end of each quarter.

3. **Audit.** At the City’s request, the Manager shall file with the City a certified audit report by July 31 covering all financial transactions of Manager for the preceding year. Costs associated with obtaining such certified audit report shall be an expense of the Manager. Such audit shall be performed by an external auditor approved by the City and shall be conducted in accordance with generally accepted auditing standards.

4. **No Removal.** Except as otherwise provided herein, no books and records, including, without limitation, books of account, and front office records, shall be removed from the Café or its regular place of business without the City’s prior written approval. Upon any termination of this Agreement, all such books and records shall be the property of the Manager and shall be maintained by the Manager, provided that the City shall have the continuing right to review or copy all such books and records.

5. **Additional Reports.** Manager shall, upon the request of the City, prepare for the City or assist the City in the preparation of such additional financial reports with respect to the Café as may be reasonably required in the preparation of the annual Café financial report.

6. **City Inspection.** Manager, upon reasonable notice by the City to Manager, shall permit the City, acting through its employees and/or representatives, to make inspections, audits, examination, or abstracts of all records and books of account,
including such records as may be reasonably required by the City to be maintained by Manager and information required to be maintained pursuant to any provision of this Agreement. Any such inspection or audit shall be conducted during the reasonable business hours of Manager, and Manager shall make all of the aforesaid records, books of account, and other documentation available within seven days of the written request by the City.

7. **Discrepancies.** Notwithstanding anything to the contrary contained in this Agreement, the City may terminate this Agreement if any inspection or audit by the City or its agents discloses (i) an intentional material discrepancy on the part of Manager; or (ii) an intentional material discrepancy made by a person other than those set forth in (i) above about which Manager had knowledge, did not disclose in writing to the City, and did not take such corrective action as Manager should deem reasonably necessary to avoid any further discrepancy. If any inspection or audit discloses an intentional material discrepancy of Manager, the City shall inform Manager and Manager shall (i) make such monetary adjustments including payment to the City as may be required because of such discrepancy; and (ii) take such actions as Manager deems reasonably necessary to avoid any further intentional discrepancy.

8. **Fees.** If it is necessary that the City retain counsel to collect any sums ultimately determined to be owing to it from Manager arising from a breach of this Agreement, Manager will pay to the City the sums reasonably expended by the City, including reasonable attorneys' fees.

10. **Obligations Survive Termination.** The obligations of Manager under this section shall survive the termination of this Agreement.

   **Section Twenty-Four**
   **Suspension of Operation**

The Manager, shall at the direction of the Director, immediately suspend, delay or interrupt the Manager's Operation of all or part of the Café for such period of time as the City may determine to be appropriate to protect the Café and/or public health, safety and welfare due to the occurrence of hazardous work conditions, emergency conditions, and/or any other cause including, but not limited to, the Manager's failure to perform any of the covenants, agreements and conditions contained in this Agreement on its part to be performed provided that the City has determined that the continuance of the operation of the Café may detrimentally impact the café and/or health, safety, and welfare of persons onsite. The Manager hereby waives any claim and the City shall not be liable to any party claiming through the Manager, for damages, payment abatement, or compensation as result of the City's actions under this Section. City's suspension of Manager's operations shall be in addition to any other right or remedy available by law or in equity.
Section Twenty-Five
Websites, Social Media, and Logos

The Manager may maintain social media and one (1) website dedicated to the Café. The Manager’s social media and website shall not link to any web pages, social media or internet sites that are political, religious, indecent, scandalous, immoral or illegal in nature or could reasonably be deemed offensive or not compliant with community standards of good taste or applicable law.

The Manager shall cross-link its website to the City’s website. The Manager will maintain its website. The City will allot the Manager logo presence on the City’s website. The City’s website (siouxfalls.org) will not be used for the sale and display of commercial advertising in any form including banner advertisements, shopping carts, buttons, and text advertisements. The City will use an exit box notification whenever a visitor chooses to use a hypertext link to the Manager’s website, stating the user is leaving the City’s website.

The Manager agrees that it will at no time reference or picture any City employees in uniform in its marketing materials or on its website and/or social media and that the materials shall not in any way, directly or indirectly, infer that the City endorses the product offered by the Manager. In no event shall the Manager represent or indicate by the particular use of a name or logo, that the City is engaged in any joint venture with the Manager.

Section Twenty-Six
Voluntarily Enter into Agreement

The parties acknowledge that they are entering into this Agreement freely and voluntarily, that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Agreement, that they have ascertained and weighed all the facts and circumstances likely to influence their judgment, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions herein.

Section Twenty-Seven
Assignment

This Agreement and the rights and obligations hereunder shall not be assigned or transferred by either party without the prior express written consent of the other. Subject to that restriction, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

This Agreement is intended solely for the benefit of the City and the Manager and shall not be enforceable by or create any claim or right of action in favor of any other party.
Section Twenty-Eight
Notices

All notices, demands, and other communications required or permitted under the provisions of this Agreement ("notice") shall, unless otherwise specified, be in writing, sent by hand delivery, or by certified first class mail, postage prepaid, with return receipt required, to the following addresses:

As to the City:

    City of Sioux Falls, South Dakota
    Office of the Mayor
    224 West Ninth Street
    P.O. Box 7402
    Sioux Falls, SD 57117-7402
    Phone: 605-367-8800
    Fax: 605-367-8490

As to the Manager:

    Stensland Enterprises, Inc.
    Attn: Leah Moller
    3101 West 41st Street
    Sioux Falls, SD 57105
    Phone: 605-929.9984

Or to such other address in the United States as the party to whom the notice is sent shall have designated in writing in accordance with the provisions of this section. Any such notice sent by mail shall be deemed effective when received. Any party to this Agreement may change its address by giving the other party written notice of its new address as herein provided.

Section Twenty-Nine
No Waiver

If any one or more of the provisions of this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect, the remaining provisions of this Agreement shall not be in any way impaired.

The failure of either party to insist upon a strict performance of any of the terms or provisions of the Agreement, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such terms, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.
Section Thirty
Applicable Laws

This Agreement shall be governed by and interpreted under the substantive laws of the state of South Dakota without regard to principles of conflicts of law.

The section headings in this Agreement are intended solely for the parties' convenience and shall not affect the interpretation or construction of any portion or provision of this Agreement.

Section Thirty-One
Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement.

Section Thirty-Two
Entire Agreement

This Agreement represents the entire and integrated agreement between the City and the Manager with respect to the subjects described herein and supersedes all prior negotiation, representations, or agreements, oral or written. This Agreement may be amended or modified only in writing signed by the party to be bound by such amendment or modification of this Agreement. The parties waive their rights to amend or modify this Agreement in any other manner.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PAUL TENHAKEN, MAYOR

STENSLAND ENTERPRISES, INC.

ATTEST:

FEDERAL TAX ID NO.

SALES TAX ID NO.

CITY CLERK
Exhibit A

City responsibilities:

1. Provide grounds maintenance responsibilities including, but not limited to, mowing, weed control, trimming, irrigation repair, landscape maintenance, tree trimming, sidewalk maintenance, and parking lot maintenance, along with providing semiannual interior/exterior window cleaning.

2. Provide exterior building maintenance and repairs.

3. Provide, repair, and maintain all signage and other nonstructural improvements or fixtures.

4. Provide paper products for restrooms.

5. Provide snow removal services for the parking lot and walkways.

6. Be responsible for maintenance and payment of utilities in accordance with Section Eleven, subparagraph 8, of this Agreement.

7. The City shall procure/contract all capital expenditures that are funded in whole or in part with funds provided by the City.

8. Subject to availability of funding, provide for repairs in excess of $250 to City property and equipment inside the Café.

9. Replace when necessary all existing assets that are the property of the City.

Manager responsibilities:

1. Set hours of operation of the Café with concurrence of the City.

2. Employ, supervise, and direct employees for the successful delivery of food services and which is consistent with the provisions of this Agreement.

3. Collect all revenues generated by the Café.

4. Provide daily maintenance and repairs up to $250 of all property and equipment inside the Café.

5. Repair and replace all other assets that are not the property of the City.

6. All food and beverages acquired and distributed by the Manager shall be stored and handled at all times consistent with applicable standards of sanitation, preservation, and purity.

7. Manager agrees that the use of beer and wine is intended for private rentals/caterings and to complement park patrons dining experience. Alcohol may
not be the focus of advertising or offered as a "special" such as "bucket night" or "2-for-1" promotion.

8. Provide janitorial services inside the building including providing necessary cleaning products.


10. Rent, lease, or purchase the capital equipment, along with any replacement capital equipment necessary to support the delivery of services by Manager in this Exhibit A, including, but not limited to, waffle cone iron, utensils, espresso machine, coffee maker, air pot, grinder, smoothie/frozen beverage maker/dispenser. Any expenditure of funds for capital equipment and replacement capital equipment will be an expense of the Manager.

11. Obtain and maintain all licenses and permits necessary for the Manager to manage and operate the Café.

12. Provide office equipment, supplies, and uniforms as necessary for daily staff functions.

13. Develop an annual marketing plan and engage in marketing, advertising, solicitation, and promotional activities as necessary and appropriate to develop the potential of the Café. Such marketing plan shall be submitted to the City by October 31st of each year.

14. Develop, maintain, and manage websites and Facebook pages and utilize other current and subsequently available internet-based technologies to market, promote, and advertise the Café in accordance with Section Twenty-Five of this agreement.

15. Pursuant to Section Nineteen of this Agreement, develop and deliver to the City the operations plan which shall include policies and guidelines for public use of the Café.

16. Pursuant to Section Twenty of this Agreement, develop and deliver to the City the merchandise plan which shall set forth its plan to promote local products.

17. Pay when due all operating expenses, including utilities as set forth in Section Twelve, subparagraph 8.

18. Maintain accurate and complete records with respect to its operations, equipment, and Café maintenance.

19. Include the City's Parks and Recreation department logo in all promotional materials, including posters, flyers, and advertisements. Manager may also utilize the Falls Park logo on uniforms and elsewhere as appropriate.
STRAWBERRY SHORTCAKE
Rocky Road
Brownie Peanut Butter
Classic Banana Split
Sundaes $7.99 - served on a waffle bowl

Purple Cow $5.99 (1/2 or full-size)
Orange Creamsicle $5.99 (1/2 or full-size)
Classic Rootbeer $5.99 (1/2 or full-size)

Flavors (99)
Cheesecake Ice Cream Pie
Ice Cream Cake
Sorbet Frezzie
Ice Cream Sandwiches
Ice Cream Float & Half Dips

Sampler Bowl
- 8 oz each of 3 frozen desserts + mini waffle bowl
- Includes all flavors

Maple Cone $2.25 - no additional charge

Double Dip $4.89 Triple Dip $6.89


ICE CREAM & SORBET
cafe menu

COLD DRINKS
8 oz. bottled water $1.00  16 oz. bottled water $1.58
bottled soda $2.25  fountain soda $1.48
glass of 1% or chocolate milk $1.48  juice box $1.50  bottled juice or tea $2.60

BEER/WINE DRINKS
- see drink menu for current local wine/beer -
beer $4.50  glass of wine $5.98

HOT DRINKS
- hot chocolate available Nov-Dec only -
hot chocolate $2.98
hot chocolate float $4.98
homemade hot chocolate + 1/2 dip ice cream

COFFEE
- proudly brewing Coffee Roasters -
small coffee $2.50
coffee float $4.98
fresh brewed coffee + 1/2 dip ice cream (of choice)

ESPRESSO BLENDER $5.98
caramel or chocolate drizzle + fresh brewed espresso + 1/2 dip ice cream blended & topped with whipped cream

DESSERTS
featured homemade pie ala mode $5.98
served with 1/2 dip ice cream ($2.98 pie only)
homemade bars $2.98
grandma's chocolate chip cookie $1.50
yogurt parfait w/fresh berries $4.98
seasonal yogurt served with homemade granola + fresh berries

SNACK STATION
kettle chips $1.50  dot's pretzels $2.98
goldfish crackers $1.50  fruit leather $1.98  trail mix $2.58
homemade granola bar $3.98  candy bar $1.65
cheese + fruit bento box $4.98  hummus + veggies bento box $4.98
cafe menu

HOT SANDWICHES
- served with your choice of chips, fries or house salad -

DAKOTA DOG $7.98
local German dinner frank + house made bbq beef + bread and butter + melted colby/jack + mustard sauce
+ dash of ketchup - served on a hoagie bun

TRADITIONAL DOG $5.98 (add BBQ Beef + $1)
local German dinner frank + mustard ranch + dash of ketchup - served on a hoagie bun

FARMHOUSE GRILLED CHEESE PANINI $6.98
Swiss and colby/jack cheese or pepperjack grilled on bread and butter multi-grain

SPINACH ARTICHOKE PANINI $7.98
spinach artichoke dip + Swiss and colby/jack cheese grilled on bread and butter multi-grain

HAM + CHEESE PANINI $7.98
ham + bread + Swiss and colby/jack cheese grilled on bread and butter multi-grain

TURKEY + BACON + AVOCADO PANINI $7.98
turkey + Swiss and colby/jack cheese + avocado grilled on bread and butter multi-grain

PIZZA
- made with homemade sourdough crust + sauce + Swiss and farm fresh cheese -

SLICE $3.98
cheese - pepperoni - ham/burger

12" 1 TOPPING PIZZA $16.98 (2-3 servings)
cheese - pepperoni - ham/burger

12" SPECIALTY PIZZA $18.98 (2-3 servings)
bread cheese/burger - jalapeno pepper - veggie - 3 meat

CHEESE CURDS
- Swaimdale local, farm fresh curd - $7.98
your choice of white cheddar, garlic or habanero - served with house made ranch or easy pizza sauce

SALADS

KALE $8.98
fresh kale + almonds + apple + sharp cheddar + parmesan + cranberries + house made vinaigrette

COUNTRY COBB $8.98
mixed greens + grilled chicken + hard boiled egg + bacon + avocado + tomato + house made perico ranch dressing

SOUTHWESTERN $8.98
mixed greens + grilled chicken + black beans + tomato + pico de gallo + avocado + house made lime ranch salsa + tortilla strips
catering menu

DRINKS
LEMONADE OR ICE TEA STATION $1.50/person
COFFEE STATION $1.50/person
MIX OF BOTTLED SODA & WATER $1.98/person
BEER $4.98/bottle or can
GLASS OF WINE $5.98/bottle or can

APPETIZERS
CHEESE + MEAT BOARD $7/person
array of Soreland Family Farm cheese - cattyrainmosaicky(pepperjack)black cheddar/sharp cheddar, local honey, homemade jam, fresh fruit, summer sausage from Lori's Meats, pickles, nuts and crackers

SPINACH ARTICHOKE DIP $4/person
homemade cream cheese, spinach and artichokes - served with tortilla chips and pita bread

FRUIT BOARD $4/person
fresh fruits with homemade cream cheese dip

HUMMUS +VEGGIES $4/person
mixed fresh vegetables with house made hummus dip

MINI COCKTAIL SANDWICHES $5/person
cocktail buns with fresh turkey or ham - served with array of Soreland Family Farm cheese and condiments

MEATBALLS $3/person
meatballs with Soreland bacon bourbon sauce

SHRIMP COCKTAIL $6/person
large shrimp with house made cocktail sauce +

ANTIPASTO SKEWERS $3/person
cheese - salami - olives

CAPRESE SKEWERS $2.50/person
mozzarella - grape tomatoes - basil - balsamic drizzle
DESSERTS

CHOICE OF DESSERTS
- Strawberry Cheesecake
- Chocolate Mousse
- Tiramisu
- Lemon Tart
- Brownie
- Creme Brulee

MINI CUPCAKES $3.99 EACH

DESSERT SHOOTERS $3.50 EACH

CLASSIC BAKE TRAY $29.99

MINI PIES $3.99 EACH

DESSERT TRAYS $39.99 - 5 PIES + 5 PASTRIES + 5 CANISETTES

COOKIES TRAY $59.99 - 30 COOKIES + 30 CHOCOLATE COVERED TRUFFLES

ICE CREAM SANDWICH COOKIES $2.50 EACH

ICE CREAM Sundaes BAR $5.99 EACH

LUNCH

cauliflower mac
catering menu

Selections include your choice of salad, two side items, bread/rolls and baked bread

**SALAD**
- Caprese
- Classic Caesar
- Green Goddess
- Gourmet Greens
- House Salad
- Italian Green Salad

**SIDES**
- Flavory-Savory Pasta
- Grilled Seasonal Vegetables
- Herbed Wild Rice Pilaf
- Mac and Cheese
- Olive Oil Poached Asparagus
- Roasted Garlic Roman Mashed Potatoes
- Roasted New Potatoes
- Sesame Green Beans
- Sweet Potato Hash

**ENTREES**
- Apple Glazed Pork Loin $20
- Cajun Chicken Cordon Bleu $22
- Herb Grilled Chicken $20
- Prime Rib Carving Station $28
- Smokehouse Beef Brisket $22
- Roasted Vegetable Pasta Primavera $19
- Campanella with Roasted Butternut Squash $18
Sculpture Placement
"Maestro" at Falls Park West / Levitt
February, 2019 | Park Board Committee Meetings

MAESTRO

- Application for placement from Kara Dirkson (Friends of Levitt board member)
- Proposed location is Falls Park West (see map)
- Sculpture is currently owned by the City of Sioux Falls (2016 People’s Choice)
- Sculpture is 102"H x 60"W x 38"L
- Sculpture is made of bronze and steel
- The sculpture base is being installed with the Falls West/Levitt construction project
- Art has been evaluated by the conservator and approved for placement on city property
- Sculpture will be maintained by the City’s annual art conservation maintenance program

- Schedule:
  o V.A.C. - Feb. 19th
  o Park Board – February 20th
  o City Council – March
  o Installation – Spring 2019
To the Visual Arts Commission
City of Sioux Falls
Sioux Falls, SD 57117

Visual Arts Commission
Public Art Presentation Form
City of Sioux Falls

Presenter's Name(s)  Friends of Levitt Shell Sioux Falls, a local 501(c)3 organization  Date  March 1, 2018
If applicable, Donor Name(s)  
Contact Person Name  Kara Dirkson, Boardmember representing Friends of Levitt  Date  March 1, 2018
Address  Sioux Falls  SD  57103
City  
State  
Zip  
Telephone (h)  (w)  (Cell)  605.951.2082  
Email  karadirkson@gmail.com
Artist Name  Lee Leuning and Sherri Treeby  Date  
Address  Sioux Falls  SD  
City  
State  
Zip  
Telephone (h)  (w)  (Cell)  
Email  

Artwork
Title  "Maestro!" (2016 SculptureWalk People's Choice Award)
Height  8'5"  Width  4'  Length  5"  Weight  Unknown
Media  Bronze and stainless steel  Approximate value  $20,000
Proposed location  Falls Park West  Permanent □ X or Temporary □

If temporary, please define exact time frame  
Project completion time frame  Phase I park redevelopment to be completed in June 2019

Please address the following evaluation criteria for the proposed permanent artwork placement on City-owned property:

1) Appropriateness—How is the content or obvious symbolism of the proposed piece of artwork appropriate for those who will view the art, and is it within the context of the site where it will be viewed? The concept plan for the two phases of redeveloping Falls Park West includes a sculpture location at the north end of the lawn which is near an intersection of walkways visible to pedestrians and performance attendees. The proposed site is strategically placed to optimize public accessibility at the end of the lawn opposite the amphitheater so the sound generated by people interacting with this piece is least likely to compete with performances on stage.

2) Relevance—Does the artwork seem particularly relevant to the place where it will be displayed or the public who will view it? The mission of Friends of Levitt Shell Sioux Falls is to build community through music. The organization has partnered with the City to redevelop Falls Park West and create an outdoor venue where it will present summer concerts four nights a week. The amphitheater will be available for community or City use on non-Levitt performance nights. The Levitt performances sponsored at this site will be free to the public and family-friendly. The subject matter of this artwork embodies both the musical mission of Friends of Levitt Sioux Falls and its welcoming, family-friendly nature. Additionally, this art work is currently city-owned and is the 2016 SculptureWalk People's Choice Award so it is available for placement on public property.

3) Site plan—Does the scale of the artwork fit appropriately within and complement and/or enhance the physical location where it will be placed? Yes. The proposed sculpture location allows for a low concrete slab which will allow the piece to be approached and "played" by pedestrians. The life-size scale of this work is a good match for a pedestrian-friendly setting where the public can experience this sculpture face to face as if people are, in fact, being "conducted" by this maestro. The proposed location also positions the sculpture to be a visual focal point where walkways and a staircase converge.

4) Installation cost—are there any significant costs associated with the installation of the artwork at the proposed site? The proposed sculpture location, landscaping and walkways are planned elements for the Falls Park West redevelopment project.

5) Safety/security—How will the artwork be well-protected from potential theft and vandalism, and how will it be properly secured to ensure the safety of those around the artwork? The proposed location has high public visibility by pedestrians and performance attendees which will be a deterrent to vandalism. The artwork will be properly secured and anchored via welding, and/or nut and bolt fastener methods. It should be noted that, given the interactive nature of the piece, it is expected that people will handle the artwork to make music with its keys and chimes.

6) Visibility/Impact—Does the proposed location offer high visibility and/or impact to the public? Yes. The proposed location has high visibility to anyone who comes to Falls Park West—whether to enjoy a performance or to stroll the walkways.

7) Need—Does the organization or location where the artwork will be placed have the means and/or ability to procure artwork through other approaches? Are we serving locations and audiences deemed in greatest need? Yes, pending that annual city CIP funding for acquisition of artwork continues.

8) Is this art piece being donated to the City of Sioux Falls? No. The City Of Sioux Falls owns this sculpture.

9) Artwork concept/history/context: This art piece was juried by SculptureWalk and part of its annual 2016 SculptureWalk Program and is a good representation of these artists' work; it represents the characteristic family-friendly, whimsical and interactive style Leuning and Treeby are known to create. In 2016 citizens voted this sculpture as the People's Choice Award. The City's art conservator consultant, RLA, conducted an assessment of the sculpture with maintenance recommendations for the city's permanent collection. The City acquired the sculpture in 2017.

10) Installation; e.g., responsible party, method, and equipment requirements: City of Sioux Falls - city's selected project contractor.
11) Are City support services needed; e.g., utilities maintenance requirements, lighting, etc.? Yes. This city owned sculpture will be included in the City’s annual art conservation maintenance program.

Please attach Artist(s) résumé, qualifications, references: Leuning and Treeby’s artworks were juried by SculptureWalk Program, City of Sioux Falls, and have been selected as People’s Choice Awards in four of the last seven years of SculptureWalk.

I/we declare this art proposal is my/our original intellectual property.

Name(s) Kara Dirkson  
Date March 1, 2018

Please attach one 8" x 10" illustration or photograph of the proposed artwork to be kept on file.

Return the completed form to: Visual Arts Commission, c/o City Planning Office, 224 West Ninth Street, P.O. Box 7402  
Sioux Falls, SD 57117-7402
Sioux Falls Parks and Recreation Public Art Donation Application

Donor Name(s)  Friends of Levitt Shell Sioux Falls

Contact Person Name  Kara Dirksen

Address  3501 S. Marson Manor Circle

City  Sioux Falls  State  SD  Zip  57103

Telephone (Home)  (Work)  (Cell)  605.951.2082

Email  kadirkson@gmail.com

Artist Name  Lee Leuning and Sherri Treeby

Address  601 N. Phillips Ave

City  Sioux Falls  State  SD  Zip  57105

Telephone (Home)  (Work)  (Cell)

Email  

Artist Title  Maestro! 102" H, 60" W, 38" D, Bronze and Steel

Height  102"  Width  60"  Length  38"  Weight

Media  Bronze Sculpture and Steel Musical Instruments  Approximate Value  $20,000

Proposed Location

First Choice  Falls Park West/Sioux Falls Levitt Shell

Second Choice  

Third Choice  

Why is this art piece being donated to Sioux Falls Parks and Recreation?
This art piece is currently city-owned and is the 2016 SculptureWalk People's Choice Award. This sculpture is available for placement on public property.

Concept/history/context:

This art piece was juried by SculptureWalk and part of their annual 2016 SculptureWalk Program. In 2016 citizens voted this sculpture as the People's Choice Award. The city of The City's art conservator consultant, RLA, conducted an assessment of the sculpture with maintenance recommendations for the city's permanent collection. The City acquired the sculpture in January 2017.
Who will be installing:
City of Sioux Falls

Mounting requirements:
A concrete slab which the sculpture will be bolted / welded to.

Landscape Plan: Please submit information and drawings illustrating the proposed concept for landscaping the area around the art piece if applicable.
See attached concept plan for Sioux Falls Levitt Shell.
Sculpture to be placed on a concrete base, with surrounding curb and landscaping, that would protect the sculpture from seasonal mowing, snow removal, and sprinkler irrigation practices.

Maintenance requirements:
This city owned sculpture will be included in the City's annual art conservation maintenance program.

Comments:
The Visual Art Commission and Sioux Falls Parks Board will review this sculpture placement request and provide their recommendation(s) to the Mayor and City Council. Mayor and City Council will consider the sculpture placement proposal at a regular meeting. Adoption of a Resolution by City Council accepts the public art placement.

Please complete and print the application. One 8-inch x 10-inch photo of the art piece must be submitted with the completed application and the Landscape Plan. The photo and Landscape Plan will not be returned.

Please submit to:
Director of Parks and Recreation
Sioux Falls Parks and Recreation
100 East Sixth Street
Sioux Falls, SD 57104-5929

For more information, please contact the Parks and Recreation Operations Manager at 605-367-8222.

City of Sioux Falls
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www.siouxfalls.org/parks
To the Visual Arts Commission  
City of Sioux Falls  
Sioux Falls, SD 57117

Visual Arts Commission  
Public Art Presentation Form  
City of Sioux Falls

Presenter’s Name(s)  Friends of Levitt Shell Sioux Falls, a local 501(c)3 organization  
Date  March 1, 2018

If applicable, Donor Name(s)  
Date

Contact Person Name  Kara Dirkson, Boardmember representing Friends of Levitt  
Date  March 1, 2018

Address  Sioux Falls  
SD  57103  
City  State  Zip

Telephone (h)  
(w)  (Cell)  605.951.2082

Email  karadirkson@gmail.com

Artist Name  Lee Leunig and Sherri Treeby  
Date

Address  Sioux Falls  
SD  57103  
City  State  Zip

Telephone (h)  
(w)  (Cell)

Email

Artwork

Title  "Maestro!" (2016 SculptureWalk People’s Choice Award)

Height 8’5”  
Width 4’  
Length 5”  
Weight Unknown

Media  Bronze and stainless steel  
Approximate value  $20,000

Proposed location  Falls Park West  
Permanent □ X or Temporary □

If temporary, please define exact time frame

Project completion time frame  Phase I park redevelopment to be completed in June 2019

Please address the following evaluation criteria for the proposed permanent artwork placement on City-owned property:

1) Appropriateness—How is the content or obvious symbolism of the proposed piece of artwork appropriate for those who will view the art, and is it within the context of the site it will be viewed? The concept plan for the two phases of redeveloping Falls Park West includes a sculpture location at the north end of the lawn which is near an intersection of walkways visible to pedestrians and performance attendees. The proposed site is strategically placed to optimize public accessibility at the end of the lawn opposite the amphitheater so the sound generated by people interacting with this piece is least likely to compete with performances on stage.

2) Relevance—Does the artwork seem particularly relevant to the place where it will be displayed or the public who will view it? The mission of Friends of Levitt Shell Sioux Falls is to build community through music. The organization has partnered with the City to redevelop Falls Park West and create an outdoor venue where it will present summer concerts four nights a week. The amphitheater will be available for community or City use on non-Levitt performance nights. The Levitt performances sponsored at this site will be free to the public and family-friendly. The subject matter of this artwork embodies both the musical mission of Friends of Levitt Sioux Falls and its welcoming, family-friendly nature. Additionally, this art work is currently city-owned and is the 2016 SculptureWalk People’s Choice Award so it is available for placement on public property.

3) Site plan—Does the scale of the artwork fit appropriately within and complement and/or enhance the physical location where it will be placed? Yes. The proposed sculpture location allows for a low concrete slab which will allow the piece to be approached and "played" by pedestrians. The life-size scale of this work is a good match for a pedestrian-friendly setting where the public can experience this sculpture face to face as if people are, in fact, being "conducted" by this maestro. The proposed location also positions this sculpture to be a visual focal point where walkways and a staircase converge.

4) Installation cost—Are there any significant costs associated with the installation of the artwork at the proposed site? The proposed sculpture location, landscaping and walkways are planned elements for the Falls Park West redevelopment project.

5) Safety/security—How will the artwork be well-protected from potential theft and vandalism, and how will it be properly secured to ensure the safety of those around the artwork? The proposed location has high public visibility by pedestrians and performance attendees which will be a deterrent to vandalism. The artwork will be securely protected and anchored via welding, and/or nut and bolt fastener methods. It should be noted that, given the interactive nature of the piece, it is expected that people will handle the artwork to make music with its keys and chimes.

6) Visibility/impact—Does the proposed location offer high visibility and/or impact to the public? Yes. The proposed location has high visibility to anyone who comes to Falls Park West—whether to enjoy a performance or to stroll the walkways.

7) Need—Does the organization or location where the artwork will be placed have the means and/or ability to procure artwork through other approaches? Are we serving locations and audiences deemed in greatest need? Yes, pending that annual city CIP funding for acquisition of artwork continues.

8) Is this art piece being donated to the City of Sioux Falls? No. The City Of Sioux Falls owns this sculpture.

9) Artwork concept/history/context: This art piece was juried by SculptureWalk and part of its annual 2016 SculptureWalk Program and is a good representation of these artists' work; it represents the characteristic family-friendly, whimsical and interactive style Leunig and Treeby are known to create. In 2016 citizens voted this sculpture as the People's Choice Award. The City's art conservator consultant, RLA, conducted an assessment of the sculpture with maintenance recommendations for the city's permanent collection. The City acquired the sculpture in 2017.

10) Installation; e.g., responsible party, method, and equipment requirements: City of Sioux Falls - city's selected project contractor.
11) Are City support services needed; e.g., utilities maintenance requirements, lighting, etc.? Yes. This city owned sculpture will be included in the City's annual art conservation maintenance program.

Please attach Artist(s) résumé, qualifications, references: Leuning and Treeby's artworks were juried by SculptureWalk Program, City of Sioux Falls, and have been selected as People's Choice Awards in four of the last seven years of SculptureWalk.

I/we declare this art proposal is my/our original intellectual property.

Name(s) Kara Dirksen Date March 1, 2018

Please attach one 8" x 10" illustration or photograph of the proposed artwork to be kept on file.

Return the completed form to: Visual Arts Commission, c/o City Planning Office, 224 West Ninth Street, P.O. Box 7402 Sioux Falls, SD 57117-7402
Sioux Falls Parks and Recreation Public Art Donation Application

Date Submitted: March 1, 2018

Donor Name(s) Friends of Levitt Shell Sioux Falls

Contact Person Name Kara Dirkson

Address 3501 S. Marson Manor Circle

City Sioux Falls State SD Zip 57103

Telephone (Home) (Work) (Cell) 605.951.2082

Email karadirkson@gmail.com

Artist Name Lee Lening and Sherri Treeby

Address 601 N. Phillips Ave

City Sioux Falls State SD Zip 57105

Telephone (Home) (Work) (Cell)

Email

Artist Title Maestro! 102" H, 60" W, 38" D, Bronze and Steel

Height 102" Width 60" Length 38" Weight

Media Bronze Sculpture and Steel Musical Instruments Approximate Value $20,000

Proposed Location

First Choice Falls Park West/Sioux Falls Levitt Shell

Second Choice

Third Choice

Why is this art piece being donated to Sioux Falls Parks and Recreation?
This art piece is currently city-owned and is the the 2016 SculptureWalk People's Choice Award. This sculpture is available for placement on public property.

Concept/history/context:

This art piece was juried by SculptureWalk and part of their annual 2016 SculptureWalk Program. In 2016 citizens voted this sculpture as the People's Choice Award. The city of The City's art conservator consultant, RLA, conducted an assessment of the sculpture with maintenance recommendations for the city's permanent collection. The City acquired the sculpture in January 2017.
Who will be installing:
City of Sioux Falls

Mounting requirements:
A concrete slab which the sculpture will be bolted / welded to.

Landscape Plan: Please submit information and drawings illustrating the proposed concept for landscaping the area around the art piece if applicable.
See attached concept plan for Sioux Falls Levitt Shell.
Sculpture to be placed on a concrete base, with surrounding curb and landscaping, that would protect the sculpture from seasonal mowing, snow removal, and sprinkler irrigation practices.

Maintenance requirements:
This city owned sculpture will be included in the City's annual art conservation maintenance program.

Comments:
The Visual Art Commission and Sioux Falls Parks Board will review this sculpture placement request and provide their recommendation(s) to the Mayor and City Council. Mayor and City Council will consider the sculpture placement proposal at a regular meeting. Adoption of a Resolution by City Council accepts the public art placement.

Please complete and print the application. One 8-inch x 10-inch photo of the art piece must be submitted with the completed application and the Landscape Plan. The photo and Landscape Plan will not be returned.

Please submit to:
Director of Parks and Recreation
Sioux Falls Parks and Recreation
100 East Sixth Street
Sioux Falls, SD 57104-5929

For more information, please contact the Parks and Recreation Operations Manager at 605-367-8222.
Maestro!
by
Sherri Treeby and Lee Leuning

8'5" H, 4' W, 5" D, Bronze and Steel
Maestro!

by

Sherri Treeby and Lee Leuning
Maestro!
by
Sherri Treeby and Lee Leuning

8'5" H, 4' W, 5" D, Bronze and Steel
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Sherri Treeby and Lee Leuning
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Maestro!

by

Sherri Treeby and Lee Leuning
Maestro!

by

Sherri Treeby and Lee Leuning
23. Artist: Sherri Treeby and Lee Leunung
   Title: Maestro
   Date: Not Available at this Time
   Materials: Patinated bronze, stainless steel, aluminum, lacquer, carnauba wax, polyurethane, plastic, unknown black coating
   Location: Currently in storage at Bronze Age Foundry

Condition Prior to Treatment:
Based upon the photographs provided by the City, the installation appears to be in good condition with no structural concerns noted. There is minor corrosion at the stainless steel baseplates that connect the work to the mild steel stock bar in the pad. This is likely the result of welding the two different types of steel together. It appears as though the aluminum elements are beginning to oxidize and form their natural patina. There are what appear to be black abrasion marks along the sides of the chimes, which is likely the result of people striking them with the mallets. Light atmospheric soiling is observable throughout the installation, especially on the bronze elements where there is a water droplet pattern and on top/horizontal elements where water likely collects and pools.

Maintenance Performed:
1. Dry-brushed surface to remove dirt and particulate matter.
2. Cleaned with a solution of distilled water and Orvus® WA Paste, a conservation grade detergent, using soft, natural bristle brushes.
3. Rinsed thoroughly with distilled water and dried with cotton cloths.
4. Applied one cold coat of Butcher’s® Bowling Alley Paste Wax (carnauba based) to the surface. Allowed to dry and lightly buffed with cotton cloths.
MEETING MINUTES
SIOUX FALLS VISUAL ARTS COMMISSION
March 20, 2018
9:00 a.m.
City Hall, First Floor Commission Room 224 W 9th Street Sioux Falls SD
(Staff Liaison: Russ Sorenson: 367-8888)

MEMBERS PRESENT: Ivy Oland (Chairperson); Kellien Boice; Zach DeBoer; Sandra Pay; James Zajicek;
MEMBERS ABSENT: Larry Crane - excused; Larry Ling – excused;
OTHERS PRESENT: Kara Dirkson (Levitt Board Member); Michael Patten (Parks & Rec Park Development Specialist)
Russ Sorenson, VAC Staff Liaison (City Planning Office)

ITEM 1. CALL TO ORDER & QUORUM DETERMINATION
Commission Chairperson, Ivy Oland, called the meeting to order at 9:06 a.m.

ITEM 2. WELCOME & INTRODUCTIONS
Chairperson, Ivy Oland, welcomed the Visual Arts Commissioners (VAC) and guests.

ITEM 3. APPROVAL OF REGULAR AGENDA – March 20, 2018 meeting
Chairperson, Ivy Oland, asked if there were any changes to the agenda. Commissioner James Zajicek made
a motion to approve the regular agenda as presented. Commissioner Zach DeBoer seconded the motion. There
were no public comments received. The motion to approve the regular agenda passed unanimously.

ITEM 4. RECOGNITION of SERVICE – Commissioner Larry Ling
Russ Sorenson, Staff Liaison, informed the Commission this item will be presented at the April 17, 2018 meeting,
per Mr. Ling’s request.

ITEM 5. REVIEW & ACTION on the VAC’s Meeting Minutes for February 20, 2018 Regular Meeting
Chairperson, Ivy Oland, requested a motion to approve the February 20, 2018 meeting minutes. Commissioner
Zach DeBoer made a motion to approve the meeting minutes as presented. Commissioner James Zajicek
seconded the motion. There were no public comments received. The motion to approve the February 20, 2018
meeting minutes passed unanimously.

ITEM 6. REVIEW & ACTION on Sculpture Placement(s)
a) “When Buffalo Roamed” @ Van Eps Park
Russ Sorenson (staff liaison) and Michael Patten (Parks & Rec Park Development Specialist), presented
sculpture placement information to the Commissioners.

Russ Sorenson commented the redevelopment of Van Eps Park provides for a visual art niche located on the
north end of the park and internal oval walkway. This park location could serve as a temporary annual placement
location for the annual city-owned People’s Choice Award from the SculptureWalk Program, until a more
permanent location is determined and approved by the city for the award winning sculpture. Park development is
expected to be completed in summer of 2018.

(over)
Russ Sorenson reviewed the evaluation criteria for the proposed artwork placement:

1) Appropriateness - The concept plan for the redevelopment of Van Epps Park provides for a sculpture location at the north end of the city park that would be highly visible, illuminated, newly landscaped, and accessible to the public.

2) Relevance - This art piece is currently city-owned and is the 2017 SculptureWalk People's Choice Award. The sculpture is available for placement on public property.

3) Site plan - The scale of the artwork fits appropriately within and complement and/or enhance the physical location where it will be placed. The proposed sculpture location and a Quartzite base would accommodate various sizes of artworks. A concrete slab, with surrounding curb and landscaping, would protect the sculpture from seasonal mowing, snow removal, and sprinkler irrigation practices. See attached site plan concept.

4) Installation cost - The proposed sculpture location, lighting, landscaping and walkways are planned elements for the Van Epps Park redevelopment project.

5) Safety/security - the proposed placement of the artwork will be well-protected from potential theft and vandalism, and will be properly secured to ensure the safety of those around the artwork. The proposed location has high public visibility by motorists, pedestrians, and surrounding businesses and government employees, and will be illuminated. The artwork will be properly secured and anchored via welding, and/or nut and bolt fastener methods.

6) Visibility/impact - The proposed location has high visibility as it is located along Minnesota Avenue, a major street that parallels the western edge of Downtown, and midway between city/county government centers.

7) Need - Does the organization or location where the artwork will be placed have the means and/or ability to procure artwork through other approaches? Are we serving locations and audiences deemed in greatest need? Yes, pending that annual city CIP funding for acquisition of artwork continues.

8) Is this artwork being donated to the City of Sioux Falls? No. The City Of Sioux Falls owns this sculpture.

9) Artwork concept/history/context: This art piece was juried by SculptureWalk and part of their annual 2017 SculptureWalk Program. In 2017 citizens voted this sculpture as the People's Choice Award. The City's art conservator consultant, RLA, conducted an assessment of the sculpture with maintenance recommendations for the city's permanent collection. The City acquired the sculpture in January 2018.

10) Installation; e.g., responsible party, method, and equipment requirements: City of Sioux Falls - city's selected project contractor.

11) Are City support services needed; e.g., utilities maintenance requirements, lighting, etc.? This city owned sculpture will be included in the City's annual art conservation maintenance program.

Michael Patten, Park Development Specialist, commented that planned Van Eps Park improvements include a landscaped area with quartzite pedestal for future placement of city-owned artworks. Lighting would be provided around the oval pathway and from the exterior of the new city administration building. Designated lighting on fixed poles would be provided for the sculpture area.

Commissioner Zach DeBoer expressed the need for providing accent up lighting to allow nighttime visibility and security for the sculpture and public.

Commissioner James Zajicek asked if any security camera surveillance is planned for this park area and administration building. Michael Patten, responded the city TEAM is working together on security provisions.

Commissioner Kellen Boice inquired if public restrooms are planned for the park. Michael Patten, responded that no public restrooms would be provided in the park area.

Commissioners expressed their appreciation for Van Eps Park improvements to include a visual art placement location for city-owned artworks. Commissioners voiced their support for the proposed sculpture placement.
There were no public comments received.

Commissioner Sandra Pay made a motion to recommend approval for the sculpture placement of the city-owned sculpture known as "When Buffalo Roamed" @ Van Eps Park, including the commission's preferences for accent up-lighting and security camera surveillance be provided as part of the Van Eps Park redevelopment project. Commissioner James Zajicek seconded the motion. The motion passed unanimously.

b) "Maestro" @ Falls Park West / Levitt Shell
Russ Sorensen (staff liaison), Michael Patten (Parks & Rec Park Development Specialist), and Kara Dirkson, (Levitt Board Member) presented sculpture placement information to the Commissioners.

Russ Sorensen commented the concept plan for redevelopment of Falls Park West / Levitt Shell provides for a visual art niche located on the north end of the park and internal circular walkway. This park location can serve as a permanent placement location for city-owned visual art. Phase I park redevelopment is expected to be completed in June 2019. The subject bronze sculpture artwork, known as "Maestro" exemplifies both the musical mission of Friends of Levitt Sioux Falls and its welcoming, family-friendly nature. Additionally, "Maestro" art work is city-owned and is the 2016 SculptureWalk People's Choice Award, so it is available for placement on public property.

Russ Sorensen also mentioned this bronze sculpture work, "Maestro", is an interactive piece and it can be expected that people will handle the artwork to make music with its associated key and chime instruments. Russ stated that he has spoken with one of the artists of the artwork about noise generated from the artwork. If such noise is deemed as a distraction during concert venues, the artist suggested simply to wrap the mallet cables to the instruments and secure with padlock(s), so there are no disruptions during scheduled performances. He said the mallets could also be detached which involves removing eight (8) bolts, washers, and nuts, every time.

Russ Sorensen reviewed the evaluation criteria for the proposed artwork placement:
1) Appropriateness - The concept plan for the two phases of redeveloping Falls Park West includes a sculpture location at the north end of the lawn which is near an intersection of walkways visible to pedestrians and performance attendees. The proposed site is strategically placed to optimize public accessibility at the end of the lawn opposite the amphitheater so the sound generated by people interacting with this piece is least likely to compete with performances on stage.

2) Relevance - The mission of Friends of Levitt Shell Sioux Falls is to build community through music. The organization has partnered with the City to re develop Falls Park West and create an outdoor venue where it will present summer concerts four nights a week. The amphitheater will be available for community or City use on non-Levitt performance nights. The Levitt performances sponsored at this site will be free to the public and family-friendly. The subject matter of this artwork embodies both the musical mission of Friends of Levitt Sioux Falls and its welcoming, family-friendly nature. Additionally, this art work is currently city-owned and is the 2016 SculptureWalk People's Choice Award so it is available for placement on public property.

3) Site plan - The scale of the artwork fits appropriately within and complements and/or enhances the physical location where it will be placed. The proposed sculpture location allows for a low concrete slab which will allow the piece to be approached and "played" by pedestrians. The life-size scale of this work is a good match for a pedestrian-friendly setting where the public can experience this sculpture face to face as if people are, in fact, being "conducted" by this maestro. The proposed location also positions this sculpture to be a visual focal point where walkways and a staircase converge.

4) Installation cost - The proposed sculpture location, landscaping and walkways are planned elements for the Falls Park West redevelopment project.

5) Safety/security - The artwork will be well-protected from potential theft and vandalism, and be properly secured to ensure the safety of those around the artwork. The proposed location has high public visibility by pedestrians and performance attendees which will be a deterrent to vandalism. The artwork will be properly secured and anchored via welding, and/or nut and bolt fastener methods. It should be noted that, given the interactive nature of the piece, it is expected that people will handle the artwork to make music with its keys and chimes.
6) Visibility/impact—The proposed location has high visibility to anyone who comes to Falls Park West—whether to enjoy a performance or to stroll the walkways.

7) Need—Does the organization or location where the artwork will be placed have the means and/or ability to procure artwork through other approaches? Are we serving locations and audiences deemed in greatest need? Yes, pending that annual city CIP funding for acquisition of artwork continues.

8) Is this art piece being donated to the City of Sioux Falls? No. The City Of Sioux Falls owns this sculpture.

9) Artwork concept/history/context: This art piece was juried by SculptureWalk and part of its annual 2016 SculptureWalk Program and is a good representation of these artists’ work; it represents the characteristic family-friendly, whimsical and interactive style Leuning and Treeby are known to create. In 2016 citizens voted this sculpture as the People’s Choice Award. The City’s art conservator consultant, RLA, conducted an assessment of the sculpture with maintenance recommendations for the city’s permanent collection. The City acquired the sculpture in 2017.

10) Installation; e.g., responsible party, method, and equipment requirements: City of Sioux Falls - city’s selected project contractor.

11) Are City support services needed; e.g., utilities maintenance requirements, lighting, etc.? Yes. This city owned sculpture will be included in the City’s annual art conservation maintenance program.

Kara Dirkson, a Levitt Board member, stated the mission of Friends of Levitt Shell Sioux Falls is to build community through music. The organization has partnered with the City to redevelop Falls Park West and create an outdoor venue where it will present summer concerts four nights a week. The amphitheater will be available for community or City use on non-Levitt performance nights. The Levitt performances sponsored at this site will be free to the public and family-friendly. The subject matter of this artwork embodies both the musical mission of Friends of Levitt Sioux Falls and its welcoming, family-friendly nature.

Michael Patten, Park Development Specialist, emphasized this is planned as a gathering space for our community. He commented the quality of site and stage designs is reflective of outdoor festival gathering in Downtown Sioux Falls. He referenced the Phase I design concept illustrations for the planned Falls Park West / Levitt Shell improvements. Site improvements include a large central concert lawn area with landscaped perimeter, a stage and support building on the south end, a hospitality area and restroom building on the west side, along Phillips Avenue, and a sculpture pad on the north end, approximately 349 feet (longer than a city block length) from the stage area. The sculpture pad area would be approximately ten (10) feet higher than the stage platform. A wide perimeter walkway would surround the concert lawn area and provide accessibility to the planned sculpture pad area. Future build out plans for Falls Park West are pending for Phase II.

Commissioner James Zajicek asked if any security lighting and camera surveillance is planned for this park area. Michael Patten, Park Development Specialist, responded the city TEAM is working together on security provisions. As part of the site development conduit will be placed for future historical pole and pedestrian lighting, and security cameras. Designated lighting on fixed poles would be provided for the sculpture pad area.

Commissioner Zach DeBoer expressed the need for providing accent up lighting to allow nighttime visibility and security for the sculpture and public viewing.

Commission discussion ensued about whether or not the proposed sculpture, being an interactive artwork, would be a major distraction to concert goers and performers. Some commissioners expressed the proposed “Maestro” sculpture is appropriate in musical theme, family friendly, and the proposed placement location being opposite of the main stage area by more than a city block, is fitting.

Commissioner Sandra Pay, expressed the sculpture artwork is marvelous, but voiced concern about the associated chimes and xylophone type instruments being accessible to the public during concert performances, and causing distractions to concert goers and performers. The commissioner mentioned that future outdoor symphony performances may be part of the Levitt / city programming. The
commissioner remarked that since this particular sculpture is accessible and interactive to the public, the noise issue is a concern and needs to be appropriately addressed. It was also noted that future outdoor symphony performances may be part of the Levitt / city programming and the mallets need to be quiet. The commissioner suggested that perhaps consideration for artworks, that are not interactive, be considered for placement at the Levitt. The commissioner also declared a membership affiliation to the Levitt Board.

Russ Sorenson reiterated that he has spoken with one of the artists of the artwork about noise generated from the artwork. If such noise is deemed as a distraction during concert venues, the artist suggested simply to wrap the mallet cables to the instruments and secure with padlock(s), so there are no disruptions during scheduled performances. Another option for consideration is to detach the mallets from the instruments, which involves removing eight (8) bolts, washers, and nuts, prior to every performance. He mentioned that perhaps further discussion with the artists to see if they have other suggestions about noise mitigation may be appropriate.

Commissioner Zach DeBoer commented the associated instruments are part of the artwork, and should not be removed or disassembled from the sculpture.

Commissioner James Zajicek mentioned that perhaps a blanket covering with grommet be used to cover and secure the sculpture's musical instruments prior to concert performances.

Commissioner Kellen Boice stated the performances at the Levitt, along with this sculpture placement, can be viewed as a significant downtown concert venue that provides an acceptable introduction and appreciation to music for both children and adults.

Michael Patten, Park Development Specialist, commented in this case there is no rush, and that it is important to live the Levitt facility, and determine if the interactive sculpture is a major distraction that warrants noise mitigation measures to be implemented. He noted there is plenty of time for sculpture selection and placement, as construction for the Levitt Shell site will begin this summer and be completed in 2019.

Kara Dirkson, Levitt Board member, emphasized the sculpture is a nice match because of the Levitt’s mission toward community gathering with music. She acknowledged the Levitt Board is supportive of sculpture placements at the Levitt.

A commissioner suggested that additional discussion is necessary that includes the artists, parks & planning staff, the Levitt Board, Visual Arts Commission, and Parks Board, to address: artwork placement at Levitt; noise mitigation associated with artworks; the direction the artwork should face; up lighting for the sculpture pad area; and security lighting and camera surveillance provisions planned for this park area.

Several commissioners agreed.

There were no public comments received.

Commissioner Sandra Pay made a motion to table action for the sculpture placement of the city-owned sculpture known as “Maestro” at Falls Park West / Levitt Shell. Commissioner Kellen Boice seconded the motion. The motion passed unanimously.

ITEM 7. SIOUX FALLS ARTS COUNCIL UPDATES - (Sandra Pay, Sioux Falls Arts Council representative)
   a. Cultural Plan Implementation – no comments
   b. Other?
      Commissioner Sandra Pay provided an update to the Commissioners about the Sioux Falls Arts Awards ceremony and reception that was held on Thursday evening, March 15, 2018 at Augustana University’s Humanities Center. The event was very well attended and the venue was a wonderful place to announce the winners of the 2018 Sioux Falls Awards in the Arts. This year’s award recipients include:

      (over)
Individual Excellence Awards for Artists – Robert Wendland

Individual Excellence Awards for Artists – Doosook Kim

Individual Excellence Awards for Artists – Scott Parsons

Innovative Project Award – Ka-Chunk at Ipso Gallery

Innovative Project Award – Paladino Hohm Sculpture Garden

Forward Arts Award – South Dakota Writes

Charlotte Carver Award for Lifetime Achievement in the Arts – Brian & Kajla Bonde

For more details about the 2018 Sioux Falls Awards in the Arts event and recipients visit –

Sandra Pay also stated the new President of the Sioux Falls Arts Board of Directors is Mr. Alex Hagen.

ITEM 8. VISUAL ARTS COMMISSION PROJECT UPDATES
a. PUBLIC ART INTEGRATION – Strategic Planning Session Update by Subcommittee – (Commissioners Ivy Oland, Zach DeBoer, Larry Crane)
Commissioners determined their next Working Session Meeting scheduled for Wednesday, April 11, 2018 5:30 – 7:30 pm, would be held at the Sioux Falls Design Center, located at 108 W 11th St, Sioux Falls. There was no project updates presented or discussed by the Commission.

b. VAC WEBSITE UPDATES – Completed.
Russ Sorensen commented that various public art projects since 2014 to the present have now been posted on the VAC’s website. Commissioners expressed their appreciation to Russ for provided additional information on their website page.

ITEM 9. OTHER BUSINESS
There was no other business presented or discussed by the Commission.

ITEM 10. ANNOUNCEMENTS
a. NEXT MEETINGS –
   o Working Session Meeting - Wednesday, April 11, 2018 5:30 – 7:30 pm, Sioux Falls Design Center, 108 W 11th St, Sioux Falls
   o Regular Meeting - Tuesday, April 17, 2018 at 9:00 a.m., Carnegie Town Hall, 235 W 10th Street

ITEM 11. ADJOURNMENT
With no further business, Commissioner Sandra Pay made a motion to adjourn the meeting. Commissioner James Zajicek seconded the motion. The motion passed unanimously and the meeting adjourned at approximately 10:10 a.m.

HANDOUTS – March 20, 2018 Meeting
o March 20, 2018 Agenda
o Meeting Minutes: February 20, 2018 Regular Meeting
o Sculpture Placements
   - "When Buffalo Roamed" @ Van Eps Park
   - "Maestro" @ Falls Park West Levitt Shell
Lloyd Gifting Agreement
Sertoma Park

February, 2019 | Draft Agreement Points

The General Information:

- Craig Lloyd would like to construct a park improvements project on City property, located in the southwest corner of Sertoma Park. (see location exhibit)
- The project will include construction of a gazebo and corresponding sidewalk connection. (see attached exhibits)
- Lloyd will pay for all costs associated with the project.
- All improvements must be constructed in accordance with City of Sioux Falls design standards.
- All improvements will be constructed by Lloyd and gifted to the City of Sioux Falls.
- Lloyd will provide and complete all maintenance associated with improvements for the useful life of the improvements.
A CONDITIONAL GIFTING AGREEMENT FOR
A PARK IMPROVEMENT PROJECT AT SERTOMA PARK

Agreement made February 17, 2019, between the City of Sioux Falls, SD (the “City”), and Craig Lloyd (“Lloyd”).

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

Section One

Lloyd hereby agrees to gift to the City, and the City conditionally agrees to accept the gift of a gazebo and corresponding sidewalk connection (the “Project”) to be located in the southwest corner of Sertoma Park as depicted in Exhibit A, which is attached hereto and made a part of this Agreement.

Section Two

The City’s acceptance of the gift described above is conditioned upon the following:

1. Lloyd, by and through his subcontractor(s), shall construct a gazebo and corresponding sidewalk connection pursuant to the specifications detailed in Exhibit B, which is attached hereto and made a part of this Agreement.

2. Lloyd agrees to obtain all necessary permits from the City of Sioux Falls as it relates to this Agreement.

3. The City, through the City Engineer, will approve all construction and installation plans.

4. Lloyd shall conduct a preconstruction meeting with the contractor and representatives from Parks and Recreation and Public Works departments. Certification of proper levels of insurance shall be approved by the City prior to beginning construction.

5. Lloyd will perform all utility locates and be responsible for all damage to utilities caused by construction.
6. Lloyd shall conduct a final inspection of the completed Project with representatives from Parks and Recreation and Public Works departments.

7. The gift will not be accepted as City property until the City approves the work performed and Lloyd certifies that all material and labor are free from any liens or encumbrances.

8. The construction of the Project shall be completed by April 30, 2019.

9. Lloyd assures the City that any contractors performing work on City property will be covered by appropriate levels of workers' compensation and commercial liability insurance as set forth in Executive Order 109. The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverage is adequate to protect any individual/group/business, its consultants' or subcontractors' interest, and the City expressly assumes no liability therefor.

10. The parties agree that the contractor(s) who are retained by Lloyd to construct the park improvement operate independent business(es) and are contracting to do work according to their own means, methods, and practices without being subject to the control of the City, except as to the City's final acceptance of the results of the work. The relationship between the City and the contractor(s) shall be that as between an independent contractor and the City, and not as an employer/employee relationship, such that the City accepts no legal responsibility to such contractors or their employees during the work required under this Agreement.

11. Lloyd agrees to pay for all costs associated with this park improvement project.

12. Lloyd will provide and complete all maintenance associated with the improvements for the useful life of the improvements.

Section Three

Lloyd hereby agrees to hold the City harmless from any and all claims or liability including attorneys’ fees arising out of the provisions of the gift furnished under this Agreement, and for bodily injury or property damage arising out of services, work, or products furnished under this Agreement, providing that such claims or liability are the result of an act, error, or omission of Lloyd and/or its employees/agents arising out of the gift(s) and/or work described in the Agreement.

Section Four

The parties acknowledge that they are entering into this Agreement freely and voluntarily, that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Agreement, that they have ascertained and weighed all
the facts and circumstances likely to influence their judgment, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions herein.

**Section Five**

Should any section or provision of this Agreement be declared by the courts to be invalid, the same will not affect the validity of the Agreement as a whole or any part thereof, other than the part declared to be invalid.

**Section Six**

This instrument contains the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent or either party that are not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

**Section Seven**

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF SIOUX FALLS  
CRAIG LLOYD

BY:  
PRINTED NAME:  
TITLE: Mayor

BY:  
PRINTED NAME:  
TITLE:

FEDERAL TAX ID NO.

ATTEST:

CITY CLERK  
PRINTED NAME:
Feb. 15, 2019

The purpose of this letter of agreement ("Agreement") is to set forth terms and condition that have been agreed upon by Friends of Levitt Sioux Falls (FOL) and Howalt + McDowell Insurance, a Marsh & McLennan Agency (HMMMA) regarding a sponsorship of the hospitality deck located at the Levitt Shell in Falls Park West.

In this regard, FOL and HMMMA agree as follows:

1. Term – The term of this Agreement (the "term") will be June 1, 2019, and, unless sooner terminated and will continue for five years, through September of 2024.

2. The Hospitality Deck – In consideration for payment, HMMMA will be entitled to signage as the Hospitality Deck sponsor at the Levitt Shell. The Hospitality Deck is a round circular concrete pad flush to the ground located on the north west edge of the lawn that is designed as an open meeting place for groups to meet and gather during concerts. The deck has some ground lighting and electrical support for additional catering and media needs.

3. Description of HMMMA Branded Signage – FOL will install a 24" X 24" brushed aluminum plaque incorporated within the hospitality deck to acknowledge the sponsorship by HMMMA. The plaque will be designed in a way that meets the requirements for naming in the three way agreement established by the Levitt National Foundation, City of Sioux Falls and Friends of Levitt Shell Sioux Falls, Inc. which states that "Throughout the term, Levitt Sioux Falls and the City, either separately or together, will not offer or allow any third party signage on the Facilities or the Property, whether permanent or temporary, of any size or prominence equal to or greater than the sign ("Levitt Shell Sioux Falls" sign hung in prominent position center stage, approximately 24"X 36").

4. Installment Fee and Schedule – In consideration for FOL providing naming rights to the Hospitality Deck, HMMMA agrees to pay to FOL a one time gift of $25,000 in naming rights for a period of five (5) years with the payment due on or before May 1, 2019.

5. Competing Interests – Competing interests for concert sponsorships will be pursued at the sole discretion of FOL, however any competing interests will not be installed as a permanent naming opportunity within the Levitt Shell property for the term of this agreement.

6. Authority – FOL and HMMMA understand that all naming rights and corresponding signage are subject to the approval by the Sioux Falls Parks and Recreation committee and Sioux Falls City Council.
7. Effect – This agreement will be binding upon, and will insure to the benefit of, the parties hereto and to their respective successors and permitted assigns.

8. Entire Agreement – This Agreement expresses and contains the entire agreement between the parties, and supersedes and replaces any prior or contemporaneous agreements, understandings, or arrangement between the parties, whether verbal or written. This Agreement may not be modified or amended except by a written instrument signed by both parties.

9. Severability – In case any provision of this Agreement will be invalid, illegal or unenforceable, such provision will be severed from this Agreement. The validity, legality and enforceability of the remaining provision of this Agreement will not in any way be affected or impaired thereby.

10. City Approval – The rights and obligations of the parties under this Agreement are contingent upon receipt of any approvals of the City of Sioux Falls or any board or council thereof that may be required under applicable law. If any such approvals are required and not obtained this Agreement shall be of no further force or effect.

FRIENDS OF LEVITT SHELL SIOUX FALLS, INC.

By: Nancy Halverson
Name: Nancy Halverson
Title: Exec. Director

HOWALT + MCDOWELL INSURANCE, a Marsh & McLennan Agency LLC company

By: Kira Kimball
Name: KIRA KIMBALL
Title: Chief Innovation Officer

SAMPLE OF SIGNAGE.
BRUSH SILVER WITH ENGRAVED LETTERING 24"X 24"
## 2019 Gate Fee Applications

### Softball

<table>
<thead>
<tr>
<th>Date</th>
<th>Tournament</th>
<th>Location</th>
<th>Contact</th>
<th>Gate Fee Collected</th>
<th>Fee Purpose</th>
<th># of permits</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 4-5</td>
<td>USSA Early Bird</td>
<td>Sherman</td>
<td>Kurtis Myrie</td>
<td>$5 per day</td>
<td>Offset Tournament Expenses</td>
<td>2</td>
</tr>
<tr>
<td>May 9-13</td>
<td>NCAA DII Regional</td>
<td>Sherman</td>
<td>Greta Melsted</td>
<td>$8 adults/$5 Seniors/Students</td>
<td>Offset Tournament Expenses</td>
<td>1</td>
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<td>May 16-20</td>
<td>NCAA D II Super Regional</td>
<td>Sherman</td>
<td>Greta Melsted</td>
<td>$8 adults/$5 Seniors/Students</td>
<td>Offset Tournament Expenses</td>
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<tr>
<td>May 18-19</td>
<td>Tiger Tournament</td>
<td>Dunham</td>
<td>Jason Gant</td>
<td>$5 per day</td>
<td>Offset Tournament Expenses</td>
<td>2</td>
</tr>
<tr>
<td>May 18-19</td>
<td>Youth Girls Fast-Pitch</td>
<td>Sherman</td>
<td>Dale Lewis</td>
<td>$5 per day</td>
<td>Offset Tournament Expenses</td>
<td>2</td>
</tr>
<tr>
<td>June 8-9</td>
<td>YSSA Youth Slow-Pitch Invitation</td>
<td>Dunham</td>
<td>Oscar Bautista</td>
<td>$5 per day</td>
<td>Offset Tournament Expenses</td>
<td>3</td>
</tr>
<tr>
<td>July 8-9</td>
<td>USSA State Tournament</td>
<td>Sherman</td>
<td>Kurtis Myrie</td>
<td>$5 per day</td>
<td>Offset Tournament Expenses</td>
<td>2</td>
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<tr>
<td>May 31 - June 2</td>
<td>SEFSA Memorial Tournament</td>
<td>Sherman</td>
<td>Troy Kutch/Tom Reed</td>
<td>$5 per day</td>
<td>Offset Tournament Expenses</td>
<td>2</td>
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<tr>
<td>June 14-16</td>
<td>Regional Qualifier Showcase</td>
<td>Sherman</td>
<td>Dave Nielsen</td>
<td>$5 per day</td>
<td>Offset Tournament Expenses</td>
<td>2</td>
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<tr>
<td>June 23-24</td>
<td>Pride of the Dakota's Youth Slowpitch</td>
<td>Sherman A-G</td>
<td>Dennis Lower</td>
<td>$6 per day</td>
<td>Offset Tournament Expenses</td>
<td>2</td>
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<tr>
<td>July 5-7</td>
<td>Ringneck Youth Fastpitch</td>
<td>Sherman - Harmondon</td>
<td>Cheryl Morgan</td>
<td>$5 per day</td>
<td>Offset Tournament Expenses</td>
<td>2 &amp; 4</td>
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<tr>
<td>July 12-14</td>
<td>Youth State Fastpitch</td>
<td>Sherman &amp; Harmondon</td>
<td>Carol Pipgras</td>
<td>$5 per day</td>
<td>Offset Tournament Expenses</td>
<td>2 &amp; 4</td>
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<tr>
<td>July 25-28</td>
<td>USA 18U Northern National</td>
<td>Sherman</td>
<td>Dave Nielsen</td>
<td>$10 per day</td>
<td>Offset Tournament Expenses</td>
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<td>August 2-4</td>
<td>National Youth Girls Slow-Pitch</td>
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<td>Oscar Bautista</td>
<td>$7 per day</td>
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<td>Sept. 27-29</td>
<td>JV and Middle School Softball</td>
<td>Sherman / Dunham</td>
<td>Greg Morgan</td>
<td>$5 per day</td>
<td>Offset Tournament Expenses</td>
<td>2 &amp; 3</td>
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<td>Oct 4-6</td>
<td>High School Varsity Softball</td>
<td>Sherman / Dunham</td>
<td>Greg Morgan</td>
<td>$5 per day</td>
<td>Offset Tournament Expenses</td>
<td>2 &amp; 3</td>
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<tr>
<td>Oct 11-13</td>
<td>Prairie Pumpkin Classic</td>
<td>Sherman</td>
<td>Sandy Deiker-Holbert</td>
<td>$5 per day</td>
<td>Offset Tournament Expenses</td>
<td>2</td>
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</table>

### Baseball

<table>
<thead>
<tr>
<th>Date</th>
<th>Tournament</th>
<th>Location</th>
<th>Contact</th>
<th>Gate Fee Collected</th>
<th>Fee Purpose</th>
<th># of permits</th>
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<tr>
<td>March 15-May 31</td>
<td>SEBA High School Games</td>
<td>Harmondon</td>
<td>Chad Barman</td>
<td>$5 per day Adults</td>
<td>Offset Tournament Expenses</td>
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<tr>
<td>May 1 - August 31</td>
<td>Legion - Jr. Legion Baseball Games</td>
<td>Harmondon</td>
<td>Chad Barman</td>
<td>$5 per day Adults</td>
<td>Offset Tournament Expenses</td>
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<tr>
<td>May 11-12</td>
<td>Ken Tomek Memorial</td>
<td>Harmondon</td>
<td>Chad Barman</td>
<td>$5 per day Adults</td>
<td>Offset Tournament Expenses</td>
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<tr>
<td>May 12-13</td>
<td>Great Plans Bash</td>
<td>Pasley</td>
<td>Chad Barman</td>
<td>$5 per day Adults</td>
<td>Offset Tournament Expenses</td>
<td>2</td>
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<tr>
<td>May 19-20</td>
<td>Great Plains Bash # 2</td>
<td>Pasley</td>
<td>Chad Barman</td>
<td>$5 per day Adults</td>
<td>Offset Tournament Expenses</td>
<td>2</td>
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<tr>
<td>May 31 - June 2</td>
<td>First Premier/Schoenerman's Border Battle</td>
<td>Harmondon</td>
<td>John Archer</td>
<td>$5 per day / $10 Tournament</td>
<td>Offset Tournament Expenses</td>
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<tr>
<td>June 2-3</td>
<td>Diamond Rat Classic Tournament</td>
<td>Pasley</td>
<td>Chad Barman</td>
<td>$5 per day Adults</td>
<td>Offset Tournament Expenses</td>
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<td>June 9-10</td>
<td>Diamond Rat Classic Tournament # 2</td>
<td>Pasley</td>
<td>Chad Barman</td>
<td>$5 per day Adults</td>
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<td>June 14-17</td>
<td>SE SD Classic</td>
<td>Harmondon</td>
<td>Chad Barman</td>
<td>$7 per day Adults</td>
<td>Offset Tournament Expenses</td>
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<td>June 21-24</td>
<td>Central Plains Shootout</td>
<td>Harmondon</td>
<td>Chad Barman</td>
<td>$7 per day Adults</td>
<td>Offset Tournament Expenses</td>
<td>2</td>
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<tr>
<td>June 28-July 1</td>
<td>S.F. Invitational</td>
<td>Harmondon</td>
<td>Chad Barman</td>
<td>$7 per day Adults</td>
<td>Offset Tournament Expenses</td>
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<tr>
<td>July 12-15</td>
<td>Mid-Summer Shootout Tournament</td>
<td>Harmondon</td>
<td>Chad Barman</td>
<td>$7 per day Adults</td>
<td>Offset Tournament Expenses</td>
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<tr>
<td>July 24-26</td>
<td>Jr. Legion 2A Regionals</td>
<td>Harmondon</td>
<td>Chad Barman</td>
<td>$7 per day Adults</td>
<td>Offset Tournament Expenses</td>
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<td>July 25-28</td>
<td>Men’s Amateur Districts</td>
<td>Harmondon</td>
<td>John Archer</td>
<td>$5 per day Adults</td>
<td>Offset Tournament Expenses</td>
<td>2</td>
</tr>
</tbody>
</table>
Sioux Falls Parks and Recreation
Application for Permit to Charge Entry Fees

Sponsor of Event: Sioux Falls Jazz & Blues Soc
Name of Event: JazzFest
Date(s) of Event: July 19-20, 2019
Location(s) of Event: Yankton Trail Park

Event Contact Names(s) Day Phone Evening Phone
1. Rob Joyce 605-359-5411 605-359-5411
2. Trygve Fredrickson 605-335-6101 605-335-6101

Location(s) where entrance fees will be collected
1. Minnesota Avenue entrance
2. 
3. 
4. 

List of fees—please indicate how fee is collected, such as per day, per weekend, per event, per vehicle, etc.
1. $10 per Vehicle
2. $ per 
3. $ per 
4. $ per 

Fee recipient: Sioux Falls Jazz & Blues Soc
Fee purpose: To offset costs for safety, traffic, security issues at JazzFest

A permit card must be posted at each location where an entrance fee is charged. Please provide an address for permit card(s) to be mailed to your organization.

Organization: Sioux Falls Jazz & Blues
Attention: Rob Joyce
Street/P.O. Box: PO BOX 1285
City/State/Zip: Sioux Falls, SD 57105

Applicant Signature: Robert Joyce
Application Date: 12/15/18

Park Board Approval Date
Permit Issued Date
Please submit application at least 60 days in advance of the event.
# Sioux Falls Parks & Recreation
## 2019 Community Center Dashboard

<table>
<thead>
<tr>
<th></th>
<th>January 2019</th>
<th>January 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Community Center Attendance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekday Open Gym</td>
<td>8,908</td>
<td>8,117</td>
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<tr>
<td>Weeknight Open Gym</td>
<td>99</td>
<td>0</td>
</tr>
<tr>
<td>Weekend Open Gym</td>
<td>2,881</td>
<td>2,639</td>
</tr>
<tr>
<td>Walking Club</td>
<td>328</td>
<td>353</td>
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<tr>
<td>Playgroup</td>
<td>514</td>
<td>535</td>
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<tr>
<td>SFPR Special Events</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Attendance</strong></td>
<td><strong>12,730</strong></td>
<td><strong>11,644</strong></td>
</tr>
<tr>
<td><strong>Average Daily Attendance</strong></td>
<td><strong>490</strong></td>
<td><strong>431</strong></td>
</tr>
<tr>
<td><strong>Computer Lab Attendance</strong></td>
<td><strong>2,435</strong></td>
<td><strong>2,388</strong></td>
</tr>
<tr>
<td><strong>Court Rentals Attendance</strong></td>
<td><strong>285</strong></td>
<td><strong>389</strong></td>
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<tr>
<td><strong>Athletic Events Attendance</strong></td>
<td><strong>10,665</strong></td>
<td><strong>10,971</strong></td>
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<tr>
<td><strong>Meeting Room Rentals</strong></td>
<td><strong>98</strong></td>
<td><strong>112</strong></td>
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<tr>
<td><strong>Meeting Room Attendance</strong></td>
<td><strong>2,267</strong></td>
<td><strong>2,161</strong></td>
</tr>
<tr>
<td><strong>TOTAL CC VISITS</strong></td>
<td><strong>25,947</strong></td>
<td><strong>25,165</strong></td>
</tr>
</tbody>
</table>

*Computer lab attendance isn't included in total as they are accounted for in CC attendance.*
## 2019
### MIDCO AQUATIC CENTER OPERATING DASHBOARD

### Statistics

<table>
<thead>
<tr>
<th></th>
<th>January 2019</th>
<th>YTD Total 2019</th>
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</thead>
<tbody>
<tr>
<td><strong>Attendance</strong></td>
<td></td>
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<tr>
<td>Daily Fee Attendance</td>
<td>5,235</td>
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<tr>
<td>Swim Pass Attendance</td>
<td>4,929</td>
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<tr>
<td>Swim Lesson Attendance</td>
<td>3,170</td>
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<tr>
<td>Swim Team Attendance</td>
<td>2,482</td>
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<td>Swim Meet Attendance</td>
<td>3,162</td>
<td>3,162</td>
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<tr>
<td>Other Attendance</td>
<td>508</td>
<td>508</td>
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<tr>
<td><strong>Total Attendance</strong></td>
<td><strong>19,486</strong></td>
<td><strong>19,486</strong></td>
</tr>
<tr>
<td><strong>Average Daily Attendance</strong></td>
<td>677</td>
<td>677</td>
</tr>
<tr>
<td><strong>Passes</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall, Winter, Spring Passes Sold</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Annual Passes Sold</td>
<td>134</td>
<td>134</td>
</tr>
<tr>
<td><strong>Total Passes Sold</strong></td>
<td><strong>135</strong></td>
<td><strong>135</strong></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lesson Registrations</td>
<td>54</td>
<td>54</td>
</tr>
<tr>
<td>Class Registrations</td>
<td>42</td>
<td>42</td>
</tr>
<tr>
<td>Meeting Room Reservations</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>Meeting Room Hours Reserved</td>
<td>22</td>
<td>22</td>
</tr>
<tr>
<td>Swim Lane Hours Reserved</td>
<td>1,174</td>
<td>1,174</td>
</tr>
</tbody>
</table>

### Revenue

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Admission</td>
<td>$23,482</td>
<td>$23,482</td>
</tr>
<tr>
<td>Passes</td>
<td>20,086</td>
<td>20,086</td>
</tr>
<tr>
<td>Programming Registrations</td>
<td>8,737</td>
<td>8,737</td>
</tr>
<tr>
<td>Meeting Room Reservations</td>
<td>1,033</td>
<td>1,033</td>
</tr>
<tr>
<td>Swim Lane Reservations</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Other</td>
<td>22,579</td>
<td>22,579</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$75,926</strong></td>
<td><strong>$75,926</strong></td>
</tr>
</tbody>
</table>

### Expenses

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel*</td>
<td>$34,349</td>
<td>$34,349</td>
</tr>
<tr>
<td>Building R&amp;M</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Supplies &amp; Materials</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Utilities</td>
<td>13,905</td>
<td>13,905</td>
</tr>
<tr>
<td>Other</td>
<td>488</td>
<td>488</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>$48,741</strong></td>
<td><strong>$48,741</strong></td>
</tr>
</tbody>
</table>

*March, Aug, and Dec have 3 pay periods.

### Summary

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenue</td>
<td>$75,926</td>
<td>$75,926</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>48,741</td>
<td>48,741</td>
</tr>
<tr>
<td><strong>Operating Surplus/(Loss)</strong></td>
<td><strong>$27,185</strong></td>
<td><strong>$27,185</strong></td>
</tr>
</tbody>
</table>
## 2018-2019
### Ice Rinks

#### Statistics

<table>
<thead>
<tr>
<th>Attendance</th>
<th>December 2018</th>
<th>January 2019</th>
<th>February 2019</th>
<th>March 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus</td>
<td>NA</td>
<td>557</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Frank Olson</td>
<td>NA</td>
<td>384</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>McKennan</td>
<td>NA</td>
<td>746</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Memorial</td>
<td>NA</td>
<td>1,196</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Sherman</td>
<td>NA</td>
<td>725</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Tuthill</td>
<td>NA</td>
<td>1,375</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Attendance</td>
<td>-</td>
<td>4,983</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

| Average Daily Attendance | NA | 198 |

<table>
<thead>
<tr>
<th>Skate Rentals</th>
<th>December 2018</th>
<th>January 2019</th>
<th>February 2019</th>
<th>March 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus</td>
<td>NA</td>
<td>335</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Frank Olson</td>
<td>NA</td>
<td>207</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>McKennan</td>
<td>NA</td>
<td>430</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Memorial</td>
<td>NA</td>
<td>743</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Sherman</td>
<td>NA</td>
<td>189</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Tuthill</td>
<td>NA</td>
<td>756</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Attendance</td>
<td>-</td>
<td>2,660</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

#### Revenue

<table>
<thead>
<tr>
<th>Net Skate</th>
<th>December 2018</th>
<th>January 2019</th>
<th>February 2019</th>
<th>March 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus</td>
<td>NA</td>
<td>$ 456.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Frank Olson</td>
<td>NA</td>
<td>$ 228.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>McKennan</td>
<td>NA</td>
<td>$ 576.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Memorial</td>
<td>NA</td>
<td>$ 624.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Sherman</td>
<td>NA</td>
<td>$ 245.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Tuthill</td>
<td>NA</td>
<td>$ 590.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Total Skate Revenue</td>
<td>$ -</td>
<td>$ 2,719.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Net Concessions</th>
<th>December 2018</th>
<th>January 2019</th>
<th>February 2019</th>
<th>March 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus</td>
<td>NA</td>
<td>$ 66.50</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Frank Olson</td>
<td>NA</td>
<td>$ 57.50</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>McKennan</td>
<td>NA</td>
<td>$ 66.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Memorial</td>
<td>NA</td>
<td>$ 132.50</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Sherman</td>
<td>NA</td>
<td>$ 39.50</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Tuthill</td>
<td>NA</td>
<td>$ 170.50</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Total Concessions</td>
<td>$ -</td>
<td>$ 532.50</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

| Total Revenue      | $ -         | $ 3,251.50   | $ -           | $ -        |
## City of Sioux Falls Golf Courses
### Income Statement
#### December 31, 2018

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year To Date</th>
<th>Rounds Played</th>
<th>Year To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prairie Green</td>
<td>Elmwood</td>
<td>Kuehn Park</td>
<td>Consolidated</td>
</tr>
<tr>
<td></td>
<td>27,664</td>
<td>32,375</td>
<td>15,807</td>
<td>75,846</td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greens Fees</td>
<td>344,401</td>
<td>377,074</td>
<td>128,822</td>
<td>850,297</td>
</tr>
<tr>
<td>Pro Shop</td>
<td>134,870</td>
<td>183,846</td>
<td>8,631</td>
<td>247,347</td>
</tr>
<tr>
<td>Driving Range</td>
<td>61,311</td>
<td>35,578</td>
<td>34,363</td>
<td>131,252</td>
</tr>
<tr>
<td>Carts</td>
<td>222,297</td>
<td>202,837</td>
<td>54,029</td>
<td>479,164</td>
</tr>
<tr>
<td>Food &amp; Beverage</td>
<td>163,225</td>
<td>159,043</td>
<td>29,123</td>
<td>351,391</td>
</tr>
<tr>
<td>Annual Passes</td>
<td>188,067</td>
<td>142,512</td>
<td>17,425</td>
<td>348,003</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>1,114,171</td>
<td>1,020,890</td>
<td>272,394</td>
<td>2,407,455</td>
</tr>
<tr>
<td><strong>Cost of Goods Sold</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Merchandise</td>
<td>69,575</td>
<td>56,172</td>
<td>5,166</td>
<td>130,913</td>
</tr>
<tr>
<td>Food &amp; Beverage</td>
<td>59,954</td>
<td>60,132</td>
<td>8,835</td>
<td>128,521</td>
</tr>
<tr>
<td><strong>Gross Profit</strong></td>
<td>985,041</td>
<td>904,585</td>
<td>258,394</td>
<td>2,148,020</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pro Shop</td>
<td>133,657</td>
<td>178,366</td>
<td>54,203</td>
<td>316,226</td>
</tr>
<tr>
<td>Driving Range</td>
<td>5,207</td>
<td>5,646</td>
<td>7,710</td>
<td>18,563</td>
</tr>
<tr>
<td>Carts</td>
<td>109,459</td>
<td>107,634</td>
<td>5,255</td>
<td>218,748</td>
</tr>
<tr>
<td>Course Maintenance</td>
<td>301,982</td>
<td>464,109</td>
<td>74,029</td>
<td>840,121</td>
</tr>
<tr>
<td>Food &amp; Beverage</td>
<td>84,511</td>
<td>79,250</td>
<td>365</td>
<td>164,127</td>
</tr>
<tr>
<td>General &amp; Administration</td>
<td>255,302</td>
<td>219,727</td>
<td>89,608</td>
<td>564,636</td>
</tr>
<tr>
<td>Membership</td>
<td>732</td>
<td>732</td>
<td>732</td>
<td>732</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>887,851</td>
<td>1,004,864</td>
<td>231,903</td>
<td>2,124,618</td>
</tr>
<tr>
<td><strong>Other Income (Expense)</strong></td>
<td>(1,048)</td>
<td>(3,484)</td>
<td>(399)</td>
<td>(4,931)</td>
</tr>
<tr>
<td><strong>EBITDA</strong></td>
<td>96,143</td>
<td>(103,765)</td>
<td>26,091</td>
<td>18,471</td>
</tr>
<tr>
<td>City Operating Support</td>
<td>629,341</td>
<td>-</td>
<td>-</td>
<td>629,341</td>
</tr>
<tr>
<td>Hotel Lease Income</td>
<td>-</td>
<td>22,611</td>
<td>-</td>
<td>22,611</td>
</tr>
<tr>
<td>Depreciation</td>
<td>(42,694)</td>
<td>(59,549)</td>
<td>(11,629)</td>
<td>(123,872)</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>(1,477)</td>
<td>(4,502)</td>
<td>(565)</td>
<td>(6,545)</td>
</tr>
<tr>
<td>Gain/Loss on Sale of Asset</td>
<td>765</td>
<td>978</td>
<td>1,179</td>
<td>2,923</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td>682,077</td>
<td>(144,224)</td>
<td>15,076</td>
<td>552,929</td>
</tr>
</tbody>
</table>
Policies & Guidelines Updates
2019 Updates

February 2019 | Park Board Committee Meeting

The proposed changes to the Parks & Recreation Policies & Guidelines are outlined below. The changes are a result of experiences over the last year in which we believe need to be addressed to better serve the park users.

Parks and Recreation Department Address:

- Updated office address throughout document to reflect 2018 move from 100 E. 6th Street to 231 North Dakota Avenue.

Permits:

- Due to recent ordinance change, removed the Unmanned Aircraft Systems permit guidelines – Remote Control Aircraft and Drones.
- Removed need for portable toilet permit, however must be approved through District Park Supervisor.

Veterans’ Memorial Park:

- Reworded language regarding light refreshments and clarified rules relating to catering and picnics being prohibited.

OPDMDs Allowed/Restrictions: Class I Trails

- Added Two new sections:
  - Elmwood Park Trail Access Point
  - Marion Road to Skunk Creek Diversion Dam

Attachment 12: Park Use Information

- Clarified language specific to number of picnic tables within reserveable picnic shelters throughout City.

Attachment 14: Chapter 95

- Updated to reflect recent Ordinance and Bylaws changes

Additional Items:

- Minor language and grammatical changes made throughout