SIOUX FALLS PARKS AND RECREATION BOARD MEETING
Wednesday, June 19, 2019
4:00 p.m. Regular Board Meeting
MJW Arboretum, 1900 S. Perry Ln.

ORDER OF BUSINESS

1. Roll call and determination of quorum

2. Approval of minutes from May 15, 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. Access Easement for the Mary Jo Wegner Arboretum – Mike Patten
   b. Real Estate Purchase Agreement for the Mary Jo Wegner Arboretum – Mike Patten
   c. Arboretum City Maintenance Building Electrical Service Gift – Jackie Nelson
   d. Augustana University Application for Permit to Charge Entry Fees – Sky Smothers
   e. SEFSA Application for Permit to Charge Entry Fees – Sky Smothers

7. Report of Director of Parks and Recreation
   a. Community Center report – May
   b. Aquatics report – May
   c. Golf Course Report – April

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.
A REGULAR MEETING OF THE SIOUX FALLS PARKS AND RECREATION BOARD was held on Wednesday, May 15, 2019, at 4 p.m. at the City Center.

Roll Call and Determination of Quorum

Members absent: 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; Larry Plucker, Jr., President, Sioux Falls Pickleball Club.

Approval of Minutes (April 17, 2019)
A motion to approve the minutes was made by Steinborn and seconded by Nachtigal. Motion passed unanimously with all present Board members voting yes.

Public Input
No public input.

Report of Standing Committees
The Marketing and Public Needs Committee did not meet. The Park System Planning and Development Committee discussed the item on this agenda, as well as the new Parks and Recreation Mission Statement, the Elmwood Clubhouse, implementing a ten-minute break at the Midco® Aquatic Center, the Falls Park Master Plan, the new downtown dog park, the Arboretum Master plan, the downtown skate park, and improvements to Harmodon fields. The Partnerships and Recreation Committee discussed the item on this agenda and the same items as the Planning and Development Committee.

Unfinished Business
No unfinished business.

Under New Business
Sioux Falls Pickleball Club Gifting Agreement: Smothers shared details of the gifting agreement with the Sioux Falls Pickleball Club. This gifting agreement is for funds to stripe three additional pickleball courts on the existing basketball court at Riverdale Park. This will cover the cost of the contractor to complete the work. Basketball will remain the main use of this area, and these
will be overflow courts during busy playing times. After some discussion from the Board, a motion to recommend approval was made by Nachtingal and seconded by Steinborn. Motion passed unanimously with all Board members voting yes.

Report of Director of Parks and Recreation
Kearney shared that Landscapes Unlimited and Avera have partnered again on the range ball, hole signs and drinking fountain sponsorships, etc. similar to years past. A value of $28,000. New this year is a partnership where season pass holders at the City courses will receive 15 percent discounts on rates at both of Avera’s fitness centers. Avera employees and their fitness center members will receive a 15 percent discount on green fees at the City courses during the 2019 season. Following the golf season, the parties will evaluate the partnership and determine a path forward for next year. Avera will also sponsor the youth golf programs, and the courses will provide sponsorship signage and social media mentions. Avera will pay $20,000 for these sponsorships opportunities.

Mieras shared that ash tree removals will be suspended between Memorial Day and Labor Day. Stump removal will take place during the summer months for trees removed this spring. Our street tree inventory will also start in June, and will be completed prior to Labor Day.

Mieras also shared details regarding ongoing repairs from flood damage. Restrooms that were flooded are still closed until electrical power can be restored, which could potentially take until the end of summer. Porta pots have been placed in each park that typically has had restroom facilities until such time each restroom is able to be reopened. FEMA toured our facilities this week to determine a preliminary damage assessment and a possible disaster declaration.

Patten gave an update on the Falls Park Viewing platforms. Work is progressing well and is expected to be completed early June.

Miedema shared details regarding several projects. The final paving is done on the parking lot at Elmwood Golf Course, with the final landscaping details around the lot, the median, and the sign to be completed in the next two weeks. Rotary Park construction is close to completion and is expected to be open in approximately two weeks. Farm field has been tilled up and will have irrigation installed by the first part of June. Playground replacements in several parks will take place beginning early June and continuing through July. Internal asphalt trails at Lyons Centennial Park will be replaced with concrete beginning in June and continuing into mid-July.

Smothers mentioned that outdoor pool facilities will open May 31 for the summer.
Items Added After the Agenda Deadline
None.

There being no further business, a motion to adjourn was made by Abdallah. Meeting adjourned.

_________________________
Secretary

Approved by:

_________________________
President
SUMMARY:

Quoin Bank is proposing to gift approximately 6.7 acres of land (shown in blue) to the City of Sioux Falls in exchange for Minnehaha County granting a permanent easement that contains at least the following conditions:

- **Access Easement “A”** (yellow) allows for emergency ingress and egress for the Arbor’s Edge development and the City. This easement also allows access for one single family home, proposed to be constructed on Track 6 (shown in red); and Lot 1 of Iverson Tract A an Addition in the SW1/4 of Section 21, Township 101 North, Range 48 West of the 5th P.M., Minnehaha County, South Dakota, (“Lot 1”)
  - Will only be used for daily traffic by the owner of Track 6 and Lot 1 (1 single family home)
  - Use for emergency vehicles
  - Will be gated off to discourage unauthorized access
  - Maintenance and construction of road will be the responsibility of the future development
  - There is a reserved right to relocate the emergency access easement
  - Road will be built to City engineering and design standards

- **Access easement “B”** (orange) cleans up access to the existing home on Lot 1, allows for emergency access to the Arbor’s Edge Development; allows for access to the future home on Track 6 current home of Lot 1 and access to City
  - This easement overtops historical access that has been in place for decades
  - Is not a public access easement
  - Allows access for park purposes
  - Maintenance will continue to be the responsibility of the township until the City takes over after annexation
  - There is a reserved right to relocate the access easement

The reserved right to relocate the emergency easement depicted in yellow and access easement depicted in orange allows Minnehaha County the flexibility, at its cost to move the location of the easement area, provided reasonable alternative ingress and egress remains to allow vehicle and pedestrian traffic the ability to access South Dakota Highway 42 from Outlot B and will allow emergency responders the ability to access Outlot B from South Dakota Highway 42.

From:  
Daniel J. Brown  
Assistant City Attorney  
224 West 9th Street  
Sioux Falls, SD 57117-7402  
(605) 367-8880
ACCESS EASEMENT

This Access Easement ("Easement") dated ___________, 2019, is entered into by Minnehaha County, with an address of 415 North Dakota Avenue, Sioux Falls, SD 57104 ("Grantor") in favor of Quoin Financial Bank, a South Dakota corporation ("Grantee"), with an address of 5700 South Pennington Place, Sioux Falls, SD 57108, and the City of Sioux Falls, South Dakota (the "City"), a home ruled chartered municipality created and existing under the laws of the state of South Dakota and in favor of the Benefitted Property, defined below. For purposes of this Access Easement, "Grantor" includes all subsequent owners of the Burdened Property, defined below, and "Grantee" includes all subsequent owners of the Benefitted Property. The term "Grantee" does not include the City.

RECATALS:

A. Grantor owns the following described real property:

Blocks 6, 7, 8, 9, and 10 of Riley's Addition to the City of East Sioux Falls, Split Rock Township, Minnehaha County, South Dakota, according to the recorded plat thereof (the "Burdened Property") and Tract 1 of the G.H. Perry Addition in the North Half (N1/2) of Section twenty eight (S28), Township 101, Range 48 West of the 5th principal meridian.

B. Grantee owns the following described real property (the "Benefitted Property"):

(i) Outlot B of Arbor's Edge Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof ("Outlot B");

(ii) Tract 6 of Willow Run Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof ("Tract 6"); and

(iii) Tract 5 of Willow Run Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof ("Tract 5").

In order to develop the Benefitted Property, Grantee requires an easement for ingress and egress across and over the Burdened Property.
C. Grantor is willing to provide a non-exclusive easement to Grantee for the benefit of Outlot B and Tract 5 for ingress and egress across and over the Burdened Property in the area legally described as S1/2 of Vacated Third Street Right-of-Way Lying Adjacent to Lots 1 and 7, Block 6; and Dedicated Alley Right-of-Way; and Lot 10, Block 7; All in Plat of Riley’s East Sioux Falls, Minnehaha County, South Dakota, as a roadway, all as depicted in further detail on Exhibit A (the “Emergency Access Easement Area”).

D. Grantor is willing to provide a non-exclusive easement to the City of Sioux Falls for ingress and egress across and over the Burdened Property in the area legally described as S1/2 of Vacated Third Street Right-of-Way Lying Adjacent to Lots 1 and 7, Block 6; and Dedicated Alley Right-of-Way; and Lot 10, Block 7; All in Plat of Riley’s East Sioux Falls, Minnehaha County, South Dakota, as a roadway, all as depicted in further detail on Exhibit A (the “Emergency Access Easement Area”); and Tract 1. G.H. Perry Addition in the N1/2 of Section 28-T101N-R48W of the 5th P.M., Minnehaha County, South Dakota, and Lot 1 Block 6; and Dedicated Main Street Right-of-Way; and Lots 1, 2, and 10, Block 7; and Dedicated Alley Right-of-Way in Block 7; and Dedicated Fifth Street Right-of-Way; and Lots 3, 4, 5, 22, 23, and 24, Block 8; and Dedicated Alley Right-of-Way in Block 8; and Dedicated Sixth Street Right-of-Way; all in Plat of Riley’s East Sioux Falls, Minnehaha County, South Dakota, as a roadway, all as depicted in further detail on Exhibit B (the “Access Easement Area”).

E. Grantor is willing to provide a non-exclusive easement to Grantee for the benefit of Tract 6 for ingress and egress across and over the Burdened Property in the area legally described as S1/2 of Vacated Third Street Right-of-Way Lying Adjacent to Lots 1 and 7, Block 6; and Dedicated Alley Right-of-Way; and, Lot 10, Block 7; All in Plat of Riley’s East Sioux Falls, Minnehaha County, South Dakota, as a roadway, all as depicted in further detail on Exhibit A (the “Emergency Access Easement Area”); and Tract 1. G.H. Perry Addition in the N1/2 of Section 28-T101N-R48W of the 5th P.M., Minnehaha County, South Dakota, and Lot 1 Block 6; and Dedicated Main Street Right-of-Way; and Lots 1, 2, and 10, Block 7; and Dedicated Alley Right-of-Way in Block 7; and Dedicated Fifth Street Right-of-Way; and Lots 3, 4, 5, 22, 23, and 24, Block 8; and Dedicated Alley Right-of-Way in Block 8; and Dedicated Sixth Street Right-of-Way; all in Plat of Riley’s East Sioux Falls, Minnehaha County, South Dakota, as a roadway, all as depicted in further detail on Exhibit B (the “Access Easement Area”).

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Grant of Easement. Grantor, as a perpetual burden on the Burdened Property, grants to Grantee and the City, for the perpetual benefit of Outlot B and Tract 5, a non-exclusive easement for emergency ingress and egress only, together with all uses incidental thereto, over, across, and upon the Burdened Property in the Emergency Access Easement Area depicted in Exhibit A. The right and privilege is hereby reserved to Grantor, its successors in interest, assigns, or agents to
relocate the Emergency Access Easement Area depicted in Exhibit A, at its expense, provided reasonable alternative ingress and egress remains to allow vehicle and pedestrian traffic the ability to access South Dakota Highway 42 from Outlot B and will allow emergency responders the ability to access Outlot B from South Dakota Highway 42.

Grantor, as a perpetual burden on the Burdened Property, grants to the City, for the perpetual benefit of the City, a non-exclusive easement for ingress and egress only, together with all uses incidental thereto, over, across, and upon the Burdened Property in the Access Easement Area depicted in Exhibit B. The right and privilege is hereby reserved to Grantor, its successors in interest, assigns, or agents to relocate the Access Easement Area depicted in Exhibit B, at its expense, provided reasonable alternative ingress and egress remains to allow vehicle and pedestrian traffic the ability to access South Dakota Highway 42 from Outlot B and will allow emergency responders the ability to access Outlot B from South Dakota Highway 42.

Grantor grants to Grantee for the benefit of Tract 6 a non-exclusive easement for ingress and egress only, together with all uses incidental thereto, over, across, and upon the Burdened Property in the Emergency Access Easement Area and Access Easement Area, as depicted in Exhibit A and Exhibit B. If more than one residential lot is platted on Tract 6, the easement benefitting Tract 6 depicted in Exhibit A and Exhibit B will change to an easement for emergency ingress and egress only. The right and privilege is hereby reserved to Grantor, its successors in interest, assigns, or agents to relocate the Emergency Access Easement Area and the Access Easement Area depicted in Exhibit A and Exhibit B, at its expense, provided reasonable alternative ingress and egress remains to allow vehicle and pedestrian traffic the ability to access South Dakota Highway 42 from Outlot B and will allow emergency responders the ability to access Outlot B from South Dakota Highway 42.

Grantor grants to Colin Barron and Jill Barron, husband and wife of 1500 South Perry Place, Sioux Falls, SD 57110, for the benefit of Lot 1 of Iverson Tract A an Addition in the SW1/4 of Section 21, Township 101 North, Range 48 West of the 5th P.M., Minnehaha County, South Dakota ("Lot 1"), a non-exclusive easement for ingress and egress only, together with all uses incidental thereto, over, across, and upon the Burdened Property in the Access Easement Area, as depicted in Exhibit B, and the Emergency Access Easement Area, as depicted in Exhibit A until such time Lot 1 gets access to a public road or Lot 1 is subdivided. In the event Lot 1 gets access to a public road or Lot 1 is subdivided, the easement granted to Colin Barron and Jill Barron for the benefit of Lot 1 shall terminate. The right and privilege is hereby reserved to Grantor, its successors in interest, assigns, or agents to relocate the Access Easement Area and the Emergency Access Easement Area, as depicted in Exhibit B and Exhibit A, at its expense, provided reasonable alternative ingress and egress remains to allow the ability to access
South Dakota Highway 42 from Outlot B and will allow emergency responders the ability to access Outlot B from South Dakota Highway 42.

a. Use of the Emergency Access Easement Area depicted in Exhibit A will be limited to emergency ingress and egress to Outlot B and Tract 5 only, and Tract 6 and Lot 1 ingress and egress to the Access Easement Area depicted in Exhibit B except for the City’s use shall include access to the Permanent Sanitary Sewer Easement granted in favor of the City of Sioux Falls by Minnehaha County, dated May 15, 2005, recorded October 29, 2009, at 12:00 o’clock in Book 263 of Misc. on page 688 at the Register of Deeds, Minnehaha County, South Dakota.

Grantee or Grantee’s successor in interest who owns Tract 6 shall erect an electric security gate near the boundary between the Emergency Access Easement Area depicted on Exhibit A and Outlot B. The electric security gate shall control access consistent with the easements granted herein. The electric security gate shall be installed in compliance with state and local laws including, but not limited to, the International Fire Code as adopted by the City of Sioux Falls which mandates among other things approval by the City of Sioux Falls Fire Chief. The gate shall have an approved means of emergency operation at all times and shall be maintained by Grantee or Grantee’s successor in interest who owns Tract 6. Construction of the electric security gate shall be completed prior to development on Tract 6. It is anticipated that Grantee will transfer a portion of Tract 6 to City contemporaneously with or subsequent to this Easement being recorded. The City shall not be considered a successor in interest of Tract 6 as a result of such transfer for purposes of this paragraph, and in no event will the City be responsible for the erection or maintenance of an electric security gate.

Grantee or Grantee’s successor in interest who owns any part of Tract 5 or Outlot B shall erect a barrier or barriers at the boundary between the Emergency Access Easement Area depicted on Exhibit A and Outlot B (the “Knockdown Barrier”). The Knockdown Barrier must be adjacent to or near the electric security gate described above. At all times the Knockdown Barrier shall be capable of being knocked down or destroyed in the event of an emergency to allow vehicle and pedestrian traffic the ability to access South Dakota Highway 42 from Outlot B and will allow emergency responders the ability to access Outlot B from South Dakota Highway 42. Construction of the Knockdown Barrier shall be completed prior to development on Outlot B or Tract 5.

b. Use of the Access Easement Area and the Emergency Access Easement Area, as depicted in Exhibit B and Exhibit A, for the benefit of Tract 6 is intended and shall be limited to serving a single-family home.
c. Use of the Access Easement Area and the Emergency Access Easement Area, as depicted in Exhibit B and Exhibit A, for the benefit of Lot 1 is intended and shall be limited to serving a single-family home.

2. **Unimpeded Access.** Grantor agrees not to take any actions to interfere with the granted easements except as otherwise stated herein.

3. **Road Construction.** Grantee, or its successors in interest, will be responsible for constructing a gravel road in the Emergency Access Easement Area depicted on Exhibit A, that complies with current City engineering and design standards which includes, but is not limited to, a gravel road that is a minimum 20 feet wide and has the ability to support 85,000 lbs., running from the boundary between Outlot B and the Emergency Access Easement Area to an existing road, as depicted on Exhibit A. Construction of the gravel road may not take place until the earliest to occur of the following: development on Tract 5; development on Outlot B; development on Tract 6. It is anticipated that Grantee will transfer a portion of Tract 6 to City contemporaneously with or subsequent to this Easement being recorded. Such transfer to City will not be considered development for purposes of this paragraph, and in no event will City be responsible for such road construction in the Easement Area depicted in Exhibit A or maintenance of any security gate.

4. **Maintenance.** Grantee or its successors in interest will maintain the Emergency Access Easement Area depicted on Exhibit A in good and useable condition and repair, including snow removal, grading, and upkeep and repair sufficient to allow year-round ingress and egress to Tract 5, Tract 6, and Outlot B. Grantee and its successors in interest will have no maintenance obligation for the Emergency Access Easement Area depicted on Exhibit A until the earliest to occur of the following: development on Tract 5; development on Outlot B; development on Tract 6. Neither Grantor nor City will have any maintenance obligations with respect to the Access Easement Area depicted on Exhibit A. It is anticipated that Grantee will transfer a portion of Tract 6 to City contemporaneously with or subsequent to this Easement being recorded. In no event will City be responsible for maintaining the Emergency Access Easement Area depicted on Exhibit A.

In the event that Grantee or its successors in interest fails to maintain the Emergency Access Easement Area as depicted in Exhibit A in good and useable condition and repair, including snow removal, grading, and upkeep and repair sufficient to allow year-round ingress and egress to Tract 5, Tract 6, and Outlot B. The City may in its sole discretion, but shall have no duty to do so, make or hire any repairs and/or maintenance it deems reasonable, including snow removal, grading, and upkeep to provide year-round ingress and egress to Outlot B, Tract 5 and Tract 6. Any funds and/or services expended or contracted by the City to make repairs and/or maintenance contemplated herein if not paid by Grantee or its successors in interest upon demand will become a lien against and will run with the real property Outlot B, Tract 5, and Tract 6 may be collected in the same manner as real property taxes and assessments or any other available legal remedy.
The Access Easement Area depicted in Exhibit B shall be maintained in good and useable condition and repair, including snow removal and grading sufficient to allow year-round ingress and egress as granted herein by the Split Rock Township, Minnehaha County, South Dakota. In the event that the Access Easement Area as depicted in Exhibit B is not maintained in good and useable condition and repair, including snow removal, grading, and upkeep and repair sufficient to allow year-round ingress and egress, the City may in its sole discretion, but shall have no duty to do so, make or hire any repairs and/or maintenance it deems reasonable, including snow removal, grading, and upkeep to provide year-round emergency ingress and egress. In the event the City annexes the Access Easement Area depicted on Exhibit B, it shall maintain said Easement Access Area in good and useable condition and repair, including snow removal.

5. **Covenant Running with the Land.** The easement, rights, covenants, and indemnities contained in this Easement will be covenants running with the land in perpetuity, unless otherwise stated herein. The easements, rights, and covenants will pass as a right of limitation upon all future owners of the Burdened Property.

6. **No Public Dedication.** Nothing contained in this Easement will be deemed to constitute a gift, grant, or dedication of the Easement Area to the public or for any public purpose whatsoever, it being Grantor’s intent that the easement be strictly limited to private use.

7. **Modification or Termination.** This Easement may not be modified, amended, terminated, or abandoned, except by written instrument signed and acknowledged by both parties or their assignees or successors in interest.

8. **Recording.** This Easement will be filed for record in the office of the Minnehaha County Register of Deeds.

9. **Termination of Easement.** This Easement is contingent upon Grantee conveying the real property as described and pursuant to the terms and conditions of the attached Real Estate Agreement marked Exhibit C. This Easement shall terminate in the event the Property is not conveyed as set forth and consistent with Exhibit C.

(signature pages follow)
GRANTOR:

MINNEHAHA COUNTY

By: _____________________________

PRINTED NAME: __________________

Its: _____________________________

STATE OF SOUTH DAKOTA )
COUNTY OF MINNEHAHA )
SS

On this the _____ day of ____________, 2019, before me personally appeared ___________________, known to me to be the _________ of Minnehaha County, the political subdivision that is described in and that executed the within instrument and acknowledged to me that such political subdivision executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

________________________________
Notary Public—South Dakota

My Commission Expires: _______________

(seal)
GRANTEE:

QUOIN FINANCIAL BANK

By: ____________________________
    Jerry A. Peterka, President

PRINTED NAME: __________________

STATE OF SOUTH DAKOTA    
                           )
                           SS
COUNTY OF MINNEHAHA      
                           )

On this the _____ day of ______________, 2019, before me personally appeared Jerry A. Peterka, known to me to be the President of Quoin Financial Bank, the banking corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

________________________________
Notary Public—South Dakota

My Commission Expires: ____________

(seal)
CITY:

CITY OF SIOUX FALLS

By: ____________________________
Paul TenHaken, Mayor

PRINTED NAME: __________________

ATTEST:

Tom Greco, City Clerk
PRINTED NAME: __________________

STATE OF SOUTH DAKOTA )
COUNTY OF ____________ )

On this the _____ day of ________________, 2019, before me personally appeared Paul TenHaken, known to me to be the Mayor of the City of Sioux Falls, and that he, as Mayor, being authorized so to do, executed the foregoing instrument for the purposes herein contained, by signing the name of the City by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public—South Dakota

My Commission Expires: ________________

(seal)
Real Estate Agreement
Exhibit C
REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the “Agreement”) is dated ______________, 2019 (the “Effective Date”). The parties to this Agreement are Quoin Financial Bank, a South Dakota corporation, with an address of 5700 South Remington Place, Sioux Falls, SD 57108 (“Seller”), and the City of Sioux Falls, a municipal corporation organized and existing under the laws of the state of South Dakota (the “City”).

RECITALS

A. Seller is the owner of certain vacant and unimproved real property legally described as follows:

   (i) Lots 16, 17, and 18 in Willow Ridge Estates, an Addition in the Southeast Quarter of Section 20, Township 101 North, Range 48 West of the 5th Principal Meridian, Minnehaha County, South Dakota (“Lots 16, 17, and 18”);

   (ii) An unplatted parcel of land within Tract 6, Willow Run Addition in Section 20, Township 101 North, Range 48 West of the 5th Principal Meridian, Minnehaha County, South Dakota, according to the recorded plat thereof, consisting of approximately 27,817 square feet, more or less (to be platted prior to transfer), depicted as Lot 2 of Block 1, Willow Addition to the City of Sioux Falls, Minnehaha County, South Dakota, as shown on the preliminary minor plat attached hereto as Exhibit A (the “Tract 6 Property”);

   (iii) Tract B Arbor’s Edge Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof (“Tract B”); and

   (iv) Tract D Arbor’s Edge Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof (“Tract D”).

(collectively, the “Property”).

B. Seller has offered to convey the Property to the City in exchange for the consideration described in the Agreement and the City desires to acquire the Property subject to terms of this Agreement.
NOW, THEREFORE, the City and Seller agree as follows:

1. **Purchase and Sale of the Property.** Subject to the terms of this Agreement, Seller agrees to sell the Property to the City, and the City agrees to purchase the Property from Seller.

2. **Purchase Price.** The Purchase Price for the Property will be One Dollar ($1) and other good and valuable consideration.

3. **Covenants, Warranties, and Representations of the Parties.** Seller covenants, warrants, and represents for the benefit of the City as follows:

   a. Prior to closing, Seller will submit the preliminary plat attached as Exhibit A that will encompass the Tract 6 Property to the City of Sioux Falls and all other governmental authorities required to approve a plat antecedent to recording. The platting fees will not be paid, nor will Seller file the plat until the time of or immediately prior to the Closing. All costs and fees associated with filing of the plat of the Tract 6 Property will be paid by the City on or before the Closing Date.

   b. Seller has all necessary power and authority to enter into this Agreement and convey the Property to the City as provided in this Agreement. Seller will convey fee simple title to the Property to the City on the Closing Date by a general Warranty Deed.

   c. The person signing this Agreement on behalf of Seller is duly authorized to sign this Agreement and consummate the transaction contemplated hereby on behalf of Seller.

   d. Neither the execution nor the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will result in any breach or violation of, or default under, any law, ordinance, regulation, judgment, decree, order, mortgage, lease, agreement, indenture, or other instrument or document to which Seller is a party or by which the Property is bound.

The City covenants, warrants, and represents for the benefit of Seller as follows:

   e. The City has all the necessary power and authority to enter into this Agreement, and purchase the Property from Seller as provided in this Agreement.

   f. The person signing this Agreement on behalf of the City is duly authorized to sign this Agreement and consummate the transaction contemplated hereby on behalf of the City.

   g. Neither the execution nor the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will result in any
breach or violation of, or default under, any law, ordinance, regulation, judgment, decree, order, mortgage, lease, agreement, indenture, or other instrument or document to which the City is a party.

4. **Prorations and Cost Allocations.** Seller and the City agree to the following prorations and allocation of costs:

   a. The City will pay the cost of the survey, if any, it chooses to perform. Seller will pay the cost of the survey required to plat the Tract 6 Property. The City will pay all platting fees involved with the transactions described in this Agreement except with respect to the Easement as described in Section 12, below. The City and Seller will share equally the fees of First Dakota Title, the cost of the Commitment, and the premium for the owner’s policy of title insurance. The City will pay the premium for any lender’s policy of insurance and any special endorsements or extended coverage to the owner’s policy or lender’s policy of Title Insurance.

   b. Seller will pay the real estate transfer fee under SDCL § 43-4-21. The City will be responsible for the recording fee for the Warranty Deed and any fees in connection with new financing on the Property.

   c. Seller and the City will each pay their own attorneys’ fees in connection with the preparation and negotiation of this Agreement.

   d. Any other customary closing costs will be paid equally by the City and Seller on the Closing Date.

5. **Real Property Taxes.** The City will be responsible for paying or otherwise satisfying any real estate taxes attributable to the Property at Closing.

6. **Assessments.** The City will be responsible for paying or otherwise satisfying any special assessments or cost recoveries applicable to the Property at Closing.

7. **Title Evidence and survey.** Upon the execution of this Agreement, Seller will order a commitment for the issuance of an owner’s title insurance policy (the “Commitment”) from First Dakota Title insuring title to Lots 16, 17, and 18, Tract B, Tract D and the Tract 6 Property. Seller will provide the Commitment to the City. The Commitment will provide for the issuance of a standard owner’s title insurance policy to the City showing good and marketable title of record in the City free and clear of any and all encumbrances, restrictions, conditions, covenants, and easements, except reservations contained in U.S. Patent executed by United States of America, filed on September 11, 1880, and recorded in Book 1 of Patents, page 255, real estate taxes and assessments as agreed to above and as otherwise agreed to in writing. The cost of the Commitment and the owner’s title policy shall be paid one-half by the City and one-half by Seller.
The City will promptly review the Commitment and provide to Seller a written statement of any objections to the condition of title as shown in the Commitment within ten (10) business days after receipt. Within ten (10) business days following receipt of the City's objections, if any, to the condition of title as shown in the Commitment, Seller will provide to the City a written statement of: (a) any objections which Seller cannot, upon the exercise of due diligence and good faith, cure at or before the Closing Date; and (b) any objections which the Seller agrees to cure at or before the Closing Date. Within ten (10) business days following receipt of Seller's response to the City's objections, the City will have the option to either: (a) waive the objections to the condition of title which Seller cannot cure at or prior to Closing and accept the Property with such title as Seller may provide without reduction in the purchase price and to close the transaction in accordance with the terms of this Agreement; (b) postpone the closing until the City's objections can be cured by Seller; or (c) rescind this Agreement. In the event the City elects to rescind this Agreement, this Agreement will be null and void and of no further force and effect, and the parties shall have no further rights, obligations, or duties to the other hereunder except as provided herein.

8. **AS-IS Purchase.** The City is purchasing the Property "AS-IS" and Seller makes no representations, warranties, or guarantees of any kind related to the Property or its condition, except those specifically stated in this Agreement.

9. **Zoning, Engineering, Access, and Utility Confirmation.** Seller makes no representations, warranties, or guarantees regarding City's intended use of the Property. The City has had ample time to confirm there are no drainage impediments with respect to the Property and that there is acceptable ingress and egress to the Property. The City waives any objection to closing the transaction contemplated in this Agreement based upon any of the subjects provided in this Section. Seller makes no representation about utility access to the Property.

10. **Closing Date; Conditions to Closing.** Closing of the transaction contemplated by this Agreement will occur on or before ______________________, 2019, at such time as is mutually agreed upon by the parties. Closing will take place at First Dakota Title in Sioux Falls. All closing costs charged by First Dakota Title will be paid one half by the City and one half by Seller. Seller will pay the real estate transfer fee due upon the transfer of the Property to the City. The City will pay all fees associated with recording deeds or other instruments related to this Agreement.

11. **Possession of Property; Risk of Loss.** Possession of the Property will be transferred to the City on the Closing Date, at which time all risk of loss with respect to the Property will be transferred from Seller to the City.
12. **Conditions Precedent.** Seller owns an interest in nearby real property legally described as follows:

(i) Outlot B of Arbor's Edge Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof ("Outlot B");

(ii) Tract 6 of Willow Run Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof ("Tract 6"); and

(iii) Tract 5 of Willow Run Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof ("Tract 5").

Seller's obligation to proceed with the transfer of Property pursuant to this Agreement is specifically subject to and contingent upon Minnehaha County granting a permanent easement in the form attached as Exhibit B, Access Easement, for emergency ingress and egress between Outlot B, Tract 5, Tract 6, and South Dakota Highway 42 (the "Easement"). Seller will be responsible for the payment of all surveying, platting, and recording fees associated with the Easement. Seller or Seller's successors in interest will be responsible for construction of a gravel road as set forth in Exhibit B, Access Easement.

13. **Notices.** All notices required or permitted to be given under this Agreement will be made and given in writing by personal delivery, registered or certified mail, or overnight delivery service, addressed to the parties at their respective addresses as follows:

- **City:**
  - City of Sioux Falls
  - 224 West 9th Street
  - Sioux Falls, SD 57104
  - Attention: City Attorney

- **Seller:**
  - Quoin Financial Bank
  - 5700 South Remington Place
  - Sioux Falls, SD 57108
  - Attention: Jerry A. Peterka

- **With a copy to:**
  - Woods, Fuller, Shultz & Smith P.C.
  - 300 South Phillips Avenue, Suite 300
  - Sioux Falls, SD 57117-5027
  - Attention: J. Vincent Jones

Any notice so given will, if personally delivered, be deemed given when delivered and will, if delivered by registered or certified mail or overnight delivery service, be deemed given when postmarked.
14. **Brokers and Fees.** Each party represents and warrants to the other that no commission to any real estate broker will be owed by either party.

15. **Survival.** All representations, warranties, covenants, and agreements including, but not limited to, indemnification agreements of the parties will survive (i) the termination or the closing of the transaction contemplated in this Agreement; and (ii) the delivery of the Warranty Deed described in this Agreement.

16. **Assignability.** Neither the City nor Seller may assign this Agreement or its rights, duties, or obligations with respect to the Property without the express written consent of the other.

17. **Time.** Time is of the essence with respect to this Agreement.

18. **Binding Effect.** This Agreement is binding upon the successors and assigns of the parties.

19. **Entire Agreement.** This Agreement and its exhibits embody the entire agreement and understanding of the parties relating to the subject matter thereof and supersede any prior or contemporaneous agreements, whether written or oral. This Agreement may not be modified orally or in any other manner except by a writing signed by the parties or their respective successors in interest.

20. **Governing Law.** This Agreement will be construed in accordance with and governed by the laws of the state of South Dakota. Any litigation over this Agreement must be exclusively venued in state court, Minnehaha County, South Dakota.

21. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument.

(Signature Page Follows)
SELLER:

QUOIN FINANCIAL BANK

By: ___________________________ Date: ___________________________
   Jerry A. Peterka, President

PRINTED NAME: ________________

BUYER:

CITY OF SIOUX FALLS

By: ___________________________ Date: ___________________________
   Its: Mayor

PRINTED NAME: ________________

ATTEST:

______________________________

City Clerk

PRINTED NAME: ________________
EXHIBIT B
Access Easement
May 9, 2019

Don Kearney, Director of Parks & Recreation
Sioux Falls Parks & Recreation
231 N. Dakota Ave.
Sioux Falls, SD 57104

Dear Mr. Kearney:

Subject: Arboretum City Maintenance Building Electrical Service Gift Letter

The purpose of this letter is to outline the terms and responsibilities of the proposed Arboretum City Maintenance Building Electrical Service gift from the Wegner Arboretum Society Board (WAS Board) to the City of Sioux Falls. The scope and location of the improvements to be gifted are outlined in the attached proposals for services from Albers Electric. The terms and responsibilities are as follows:

**WAS Board Responsibilities**

- The WAS Board representative for this project is Diane Gildemaster, Executive Director of the WAS Board (605-367-4414)
- Enter into contract with Albers Electric to install an electrical outlet on the outside of the City Maintenance Building to use for pumping water for the teaching gardens and for connecting to the Arboretum Shack Out Back for electrical service and to install an outlet for use by a garage door opener to access the Arboretum Golf Cart. These improvements will be gifted to the City of Sioux Falls as per the attached proposal from Albers Electric, Inc. in the estimated amount of $757.14
- All costs for the project will be paid by the WAS Board
- Set up a preconstruction meeting including the WAS Board representative for the project, contractor, and the City of Sioux Falls representative
- Work is anticipated to begin approximately the beginning of May 28, 2018
- The anticipated completion date for the improvements is approximately by end of June 2019.
- Upon final completion of the project, set up a final walk-thru with the WAS Board representative, contractor, and City of Sioux Falls representative to inspect and approve the work completed
Upon City acceptance of the completed work, the WAS Board will gift the improvements to the City of Sioux Falls
Include a 1 year warranty on the improvements in the contract with Albers Electric.

City of Sioux Falls Responsibilities

- The City of Sioux Falls representative for this project is Scott Timmer, District Park Supervisor (605-367-8222)
- Attend the preconstruction meeting organized by the WAS Board representative
- Attend the final walk-thru organized by the WAS Board representative
- Provide final approval and acceptance of the improvements
- Day-to-day maintenance of the improvements
- Identify any warranty items at the end of the 1-year warranty period
- Replacement and/or modifications of the improvements after the 1-year warranty period

The terms and responsibilities set forth in this letter to gift improvements to the City of Sioux Falls are considered binding to both parties.

Diane Gildemaster
Executive Director
Mary Jo Wegner Arboretum &
East Sioux Falls Historic Site
1900 S. Perry Place
Sioux Falls, SD 57110

Don Kearney,
Director of Parks & Recreation
SF Parks & Recreation
231 N. Dakota Ave.
Sioux Falls, SD 57104
Sioux Falls Parks and Recreation
Application for Permit to Charge Entry Fees

Sponsor of Event
Augustana University

Name of Event
Augustana Twilight Race

Date(s) of Event
September 6, 2019

Location(s) of Event
Yankton Trail Park

Event Contact Names(s)
Day Phone
Evening Phone
1. Tracy Hellman
   605.274.5528
   605.310.8686
2. Don Pierson
   605.274.4334
   605.553.6457

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

List of fees—please indicate how fee is collected, such as per day, per weekend, per event, per vehicle, etc.
1. $10.00 per car
2. $ per
3. $ per
4. $ per

Fee recipient

Fee purpose

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
Augustana University

Attention
Don Pierson

Street/P.O. Box
2001 S Summit Avenue

City/State/Zip
Sioux Falls, SD 57197

[Signature]
Applicant Signature

Application Date

[Date]
Park Board Approval Date

Permit Issued Date

Please submit application at least 60 days in advance of the event.
Sioux Falls Parks and Recreation
Application for Permit to Charge Entry Fees

Sponsor of Event
Sioux Empire Fast-Pitch Softball Association

Name of Event
SEFSA League Tournament

Date(s) of Event
June 28-30 2019

Location(s) of Event
Sherman Park

Event Contact Names(s)
1. Tom Reed
   Day Phone 605-359-9504

2. 

Location(s) where entrance fees will be collected
1. North Entrance
2. South Entrance
3. 
4. 

List of fees—please indicate how fee is collected, such as per day, per weekend, per event, per vehicle, etc.
1. $5 per Weekend
2. $ per 
3. Free per 10 and Under
4. $ per 

Fee recipient
SEFSA

Fee purpose
Offset the Tournament Costs

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

Attention

Street/P.O. Box

City/State/Zip

Applicant Signature

6-18-19

Application Date

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>
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<td>Weekday Open Gym</td>
<td>8,908</td>
<td>8,427</td>
<td>10,032</td>
<td>8,011</td>
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<td>111</td>
<td>135</td>
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<td>Weekend Open Gym</td>
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<td>3,000</td>
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<td>Walking Club</td>
<td>328</td>
<td>232</td>
<td>304</td>
<td>236</td>
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<td>1,133</td>
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<tr>
<td>Playgroup</td>
<td>514</td>
<td>343</td>
<td>446</td>
<td>354</td>
<td>69</td>
<td>1,726</td>
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<td>SFPR Special Events</td>
<td>0</td>
<td>153</td>
<td>62</td>
<td>280</td>
<td>73</td>
<td>568</td>
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<tr>
<td><strong>Total Attendance</strong></td>
<td><strong>12,730</strong></td>
<td><strong>11,846</strong></td>
<td><strong>13,979</strong></td>
<td><strong>10,610</strong></td>
<td><strong>1,764</strong></td>
<td><strong>50,929</strong></td>
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<tr>
<td><strong>Operational Days</strong></td>
<td>28</td>
<td>26</td>
<td>28</td>
<td>28</td>
<td>3</td>
<td>113</td>
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<tr>
<td><strong>Average Daily Attendance</strong></td>
<td>455</td>
<td>456</td>
<td>499</td>
<td>379</td>
<td>588</td>
<td>451</td>
</tr>
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| Computer Lab Attendance     | 2,435        | 2,221         | 2,580      | 2,440      | 246      | 9,922    |
| Court Rentals Attendance    | 285          | 248           | 80         | 0          | 0        | 613      |
| Athletic Events Attendance  | 11,566       | 7,808         | 4,052      | 831        | 15       | 24,272   |
| Meeting Room Rentals        | 98           | 103           | 110        | 103        | 26       | 440      |
| Meeting Room Attendance     | 2,267        | 3,356         | 6,271      | 6,044      | 1,633    | 19,571   |

| TOTAL CC VISITS             | 26,848       | 23,258        | 24,382     | 17,485     | 3,412    | 95,385   |

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

#### Statistics

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<tr>
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<td><strong>Attendance</strong></td>
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<td>Daily Fee Attendance</td>
<td>5,235</td>
<td>5,227</td>
<td>7,117</td>
<td>4,946</td>
<td>4,648</td>
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<td>Swim Pass Attendance</td>
<td>4,929</td>
<td>3,873</td>
<td>4,480</td>
<td>4,120</td>
<td>7,167</td>
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<td>Swim Lesson Attendance</td>
<td>3,170</td>
<td>1,249</td>
<td>3,850</td>
<td>1,818</td>
<td>-</td>
<td>10,087</td>
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<td>Swim Team Attendance</td>
<td>2,482</td>
<td>1,419</td>
<td>518</td>
<td>1,683</td>
<td>1,284</td>
<td>7,386</td>
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<td>Swim Meet Attendance</td>
<td>3,162</td>
<td>9,467</td>
<td>4,715</td>
<td>2,675</td>
<td>1,515</td>
<td>21,534</td>
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<td>Other Attendance</td>
<td>508</td>
<td>351</td>
<td>303</td>
<td>414</td>
<td>231</td>
<td>1,807</td>
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<td><strong>Total Attendance</strong></td>
<td><strong>19,486</strong></td>
<td><strong>21,586</strong></td>
<td><strong>20,983</strong></td>
<td><strong>15,656</strong></td>
<td><strong>14,845</strong></td>
<td><strong>92,556</strong></td>
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<td><strong>Average Daily Attendance</strong></td>
<td>677</td>
<td>777</td>
<td>677</td>
<td>540</td>
<td>479</td>
<td>627</td>
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<td><strong>Passes</strong></td>
<td></td>
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<tr>
<td>Fall, Winter, Spring Passes Sold</td>
<td>1</td>
<td>-</td>
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<td>2</td>
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<td>Annual Passes Sold</td>
<td>134</td>
<td>72</td>
<td>98</td>
<td>117</td>
<td>183</td>
<td>604</td>
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<tr>
<td><strong>Total Passes Sold</strong></td>
<td><strong>135</strong></td>
<td><strong>72</strong></td>
<td><strong>98</strong></td>
<td><strong>117</strong></td>
<td><strong>184</strong></td>
<td><strong>606</strong></td>
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<tr>
<td><strong>Other</strong></td>
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<tr>
<td>Lesson Registrations</td>
<td>54</td>
<td>365</td>
<td>41</td>
<td>-</td>
<td>236</td>
<td>696</td>
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<td>ClassRegistrations</td>
<td>42</td>
<td>20</td>
<td>30</td>
<td>51</td>
<td>63</td>
<td>206</td>
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<td>Meeting Room Reservations</td>
<td>16</td>
<td>20</td>
<td>31</td>
<td>20</td>
<td>20</td>
<td>107</td>
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<tr>
<td>Meeting Room Hours Reserved</td>
<td>22</td>
<td>63</td>
<td>59</td>
<td>27</td>
<td>26</td>
<td>197</td>
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<tr>
<td>Swim Lane Hours Reserved</td>
<td>1,174</td>
<td>958</td>
<td>348</td>
<td>733</td>
<td>715</td>
<td>3,927</td>
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#### Revenue

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<tr>
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<tbody>
<tr>
<td>Daily Admission</td>
<td>$23,482</td>
<td>$23,683</td>
<td>$33,430</td>
<td>$21,452</td>
<td>$23,358</td>
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<td>Passes</td>
<td>20,086</td>
<td>11,487</td>
<td>15,101</td>
<td>16,559</td>
<td>51,512</td>
<td>114,745</td>
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<td>Programming Registrations</td>
<td>8,737</td>
<td>26,970</td>
<td>7,835</td>
<td>11,620</td>
<td>16,932</td>
<td>72,093</td>
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<tr>
<td>Meeting Room Reservations</td>
<td>1,033</td>
<td>892</td>
<td>6,033</td>
<td>1,268</td>
<td>1,315</td>
<td>10,540</td>
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<td>Swim Lane Reservations</td>
<td>9</td>
<td>5,590</td>
<td>4,426</td>
<td>1,761</td>
<td>3,658</td>
<td>15,444</td>
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<td><strong>Other</strong></td>
<td>22,579</td>
<td>5,118</td>
<td>7,338</td>
<td>112</td>
<td>59</td>
<td>35,206</td>
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<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$75,926</strong></td>
<td><strong>$73,740</strong></td>
<td><strong>$74,164</strong></td>
<td><strong>$52,772</strong></td>
<td><strong>$96,834</strong></td>
<td><strong>$373,434</strong></td>
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#### Expenses

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<td>Personnel*</td>
<td>$34,349</td>
<td>$77,388</td>
<td>$119,257</td>
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<td>$70,423</td>
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<td>Building R&amp;M</td>
<td>-</td>
<td>9,279</td>
<td>9,758</td>
<td>5,376</td>
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<td>47,702</td>
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<td>Supplies &amp; Materials</td>
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<td>9,608</td>
<td>5,173</td>
<td>13,664</td>
<td>6,652</td>
<td>35,096</td>
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<td>Utilities</td>
<td>13,905</td>
<td>48,493</td>
<td>30,894</td>
<td>31,775</td>
<td>26,281</td>
<td>151,349</td>
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<td>Other</td>
<td>488</td>
<td>24,180</td>
<td>1,347</td>
<td>3,507</td>
<td>1,348</td>
<td>30,871</td>
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<td><strong>Total Expenses</strong></td>
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<td><strong>$168,948</strong></td>
<td><strong>$166,429</strong></td>
<td><strong>$133,474</strong></td>
<td><strong>$127,993</strong></td>
<td><strong>$645,586</strong></td>
</tr>
</tbody>
</table>

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

#### Summary

<table>
<thead>
<tr>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Total Revenue</td>
<td>$75,926</td>
<td>$73,740</td>
<td>$74,164</td>
<td>$52,772</td>
<td>$96,834</td>
<td>$373,434</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>$48,741</td>
<td>$168,948</td>
<td>$166,429</td>
<td>$133,474</td>
<td>$127,993</td>
<td>$645,586</td>
</tr>
<tr>
<td>Operating Surplus/(Loss)</td>
<td>$27,185</td>
<td>(95,209)</td>
<td>(92,266)</td>
<td>(80,702)</td>
<td>(31,160)</td>
<td>(272,152)</td>
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## City of Sioux Falls Golf Courses
### Income Statement
#### April 30, 2019

<table>
<thead>
<tr>
<th>Month-to-Month</th>
<th>Year To Date</th>
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<tbody>
<tr>
<td><strong>Prairie Green</strong></td>
<td><strong>Elmwood</strong></td>
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<tr>
<td>Rounds Played</td>
<td>2,158</td>
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<tr>
<td><strong>Revenues</strong></td>
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<tr>
<td>Greens Fees</td>
<td>21,653</td>
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<tr>
<td>Pro Shop</td>
<td>10,913</td>
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<tr>
<td>Driving Range</td>
<td>6,860</td>
</tr>
<tr>
<td>Carts</td>
<td>22,680</td>
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<tr>
<td>Food &amp; Beverage</td>
<td>17,760</td>
</tr>
<tr>
<td>AnnualPasses</td>
<td>34,321</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>103,637</td>
</tr>
<tr>
<td><strong>Cost of Goods Sold</strong></td>
<td></td>
</tr>
<tr>
<td>Merchandise</td>
<td>11,836</td>
</tr>
<tr>
<td>Food &amp; Beverage</td>
<td>9,024</td>
</tr>
<tr>
<td><strong>Gross Profit</strong></td>
<td>82,777</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td></td>
</tr>
<tr>
<td>Pro Shop</td>
<td>45,857</td>
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<tr>
<td>Driving Range</td>
<td>1,925</td>
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<tr>
<td>Carts</td>
<td>6,316</td>
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<tr>
<td>Course Maintenance</td>
<td>63,197</td>
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<tr>
<td>Food &amp; Beverage</td>
<td>18,574</td>
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<tr>
<td>General &amp; Administration</td>
<td>96,082</td>
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<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>234,465</td>
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<tr>
<td><strong>Other Income (Expense)</strong></td>
<td></td>
</tr>
<tr>
<td>Property Taxes - Equipment</td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Income (Expense)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>EBITDA</strong></td>
<td>(151,688)</td>
</tr>
<tr>
<td><strong>City Purchased Assets</strong></td>
<td></td>
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<tr>
<td>Hotel Lease Income</td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>(18,237)</td>
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<tr>
<td>Interest Expense</td>
<td></td>
</tr>
<tr>
<td>Gain/Loss on Sale of Asset</td>
<td>(63)</td>
</tr>
<tr>
<td>Other Income/Expense</td>
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<tr>
<td><strong>Net Income</strong></td>
<td>(165,988)</td>
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</table>