SIOUX FALLS PARKS AND RECREATION BOARD MEETING  
Wednesday, December 18, 2019  
4:00 p.m. Regular Board Meeting  
Oyate Community Center, 2421 W. 15th St.

ORDER OF BUSINESS

1. Roll call and determination of quorum
2. Approval of minutes from November 20, 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. Great Bear Chalet Rental Fee – Kelby Mieras, Dan Grider  
   c. Wegner Arboretum Society Conditional Gifting Agreement – Mike Patten  
   d. Scott-Connelly Nature Area Naming Application – Mike Patten  
   e. Veterans' Memorial Park Advisory Board “Decommissioning” – Mike Patten, Brian Vogild  
   f. Veterans' Park Donation – Kelby Mieras  
   g. Election of Parks & Recreation Board Officers – President, Lorrae Lindquist  
   h. Approval of Standing Committees – President, Lorrae Lindquist
7. Report of Director of Parks and Recreation  
   a. Community Center report –November  
   b. Aquatics report – November  
   c. Golf Course Report – October
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: Reminder that the January board meeting was moved from January 15 to January 29, 2020.

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 December 18, 2019 meeting

November 20, 2019

A REGULAR MEETING OF THE SIOUX FALLS PARKS AND RECREATION BOARD was held on Wednesday, November 20, 2019, at 4 p.m. at the City Center.

Roll Call and Determination of Quorum
Members present: Lorrae Lindquist, Jim Stavenger, Todd Sundleaf, Mike Begeman, and Rick Weber.

Members absent: Ann Nachtigal and Mick Conlin.

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

Others present: Karen Leonard, City Attorney’s Office; Mark Stensland and Leah Moller, Stensland Family Farms; Diane Gildemaster, Mary Jo Wegner Arboretum; David Locke, Stockwell Engineering; and Nancy Halverson, Levitt Sioux Falls.

Approval of Minutes (October 16, 2019)
A motion to approve the minutes was made by Begeman and seconded by Stavenger. 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 met and discussed all items on the agenda. The Park System Planning and Development Committee met and discussed all items on this agenda as well as some potential non-Levitt events. The Partnerships and Recreation Committee did not meet.

Unfinished Business
No unfinished business.

Under New Business
Midco® Aquatic Center Concessionaire Agreement: Smothers shared details about the proposed agreement with Stensland Family Farms for concession services for the Midco Aquatic Center. This is a two-year agreement, with the option of a three-year renewal. A motion to approve was made by Weber and seconded by Begeman. Motion passed unanimously with all present Board members voting yes.
Yankton Trail Park Master Plan: Patten and David Locke shared details of the Yankton Trail Park Master Plan. This plan includes Phase I, which would be the more immediate updates, as well as more long-range planning for the future of the park. A motion to approve was made by Stavenger and seconded by Sundleaf. Motion passed unanimously with all present Board members voting yes.

Memorial Park Bench Donation: Nelson shared details regarding a donation for a memorial bench to be located at Great Bear Recreation Park by the fire pit. A motion to recommend approval of the donation was made by Weber and seconded by Begeman. Motion passed unanimously with all present Board members voting yes.

Mary Jo Wegner Arboretum Management Agreement: Nelson shared details regarding a one-year management agreement with the Mary Jo Wegner Arboretum. A motion to recommend approval was made by Begeman and seconded by Weber. Motion passed unanimously with all present Board members voting yes.

2020 Park Board Meeting Calendar: Nelson shared details regarding the 2020 Park Board Meeting Calendar. A motion to accept the calendar was made by Weber and seconded by Sundleaf. Motion passed unanimously with all present Board members voting yes.

Report of Director of Parks and Recreation
Kearney shared that Winter Wonderland at Falls Park opens on November 22, 2019. Kearney also shared that Stockwell Engineering received an award from the Great Plains Chapter of the American Society of Landscape Architects Association for their landscape design of our City Center building and Van Eps Park campus. Parks and Recreation is ramping up for our National CAPRA reaccreditation, which will reaccredit us through 2025. Depending on weather, outdoor ice rinks are scheduled to open for the season on December 20, 2019. We are also working on finalizing our recommendations with our consultant for our Parks and Recreation Comprehensive Plan.

Items Added After the Agenda Deadline
None.

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

________________________________________
Secretary

Approved by:

________________________________________
President
A CONDITIONAL GIFT AGREEMENT FOR DONATION OF REAL PROPERTY

This Conditional Gift Agreement for Donation of Real Property (this “Agreement”) is entered into as of ______________________, 2020, by and between the Wegner Arboretum Society, a South Dakota nonprofit corporation, 1900 South Perry Place, Sioux Falls, South Dakota 57710 (the “Society”) and the City of Sioux Falls, South Dakota, a home ruled chartered municipality, having an address at 224 West 9th Street, Sioux Falls, South Dakota 57117 (the “City”).

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

Section One
The Gift

Society agrees to gift, donate, convey and transfer and City agrees to receive and accept from Society, the real property described as:

Lot 1 of Block 1, Willow Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof (the “Property”) subject to the terms, conditions and provisions hereof.

Section Two
Conveyance

Society shall convey to City marketable fee title by good and sufficient warranty deed, subject to resolutions, reservations, easements and encumbrances of record (subject to City’s title commitment review and objection below) as shown on the Commitment for Title Insurance identified as Exhibit A, attached to this Agreement, (the “Original Title Commitment”) except for as agreed to in Section Six Real Estate Taxes. City may obtain an updated title commitment (the “Updated Title Commitment”) prior to Closing and shall have the right to object to any requirements or exceptions appearing on the Updated Title Commitment that were not noted on the Original Title Commitment (hereinafter, a “New Encumbrance”). If City objects to a New Encumbrance, then Society may correct, but is not obligated to do so, such New Encumbrance to the satisfaction of City, in its sole and absolute discretion. If a New Encumbrance has not been addressed to the satisfaction of City prior to Closing, City may take one of the
following actions: (i) complete Closing and thereby waive any and all objections relating to New Encumbrances; (ii) delay Closing, not to exceed 90 days, to allow the Society additional time to correct such New Encumbrances to the satisfaction of City if the Society is willing to do so; or (iii) terminate this Agreement due to Society's inability to deliver the Property at Closing free and clear of any New Encumbrances. In the event the City terminates this Agreement, the Agreement shall be null and void, without damage or costs to either party.

Section Three
Property “As Is”

The City specifically acknowledges and agrees that the Society is conveying and City is accepting the property on an “as-is with all faults” basis subject to all applicable laws, rules, and ordinances, including, without limitation, any zoning ordinances, or other regulations governing the use, occupancy, or possession of the property. City is relying solely on its independent investigation and not on any representations or warranties of any kind whatsoever, express or implied, from the Society or its agents as to any matters concerning the property.

Section Four
Inspection

Society will afford representatives of City free and full access to the Property, for inspection and examination, at reasonable times as agreed upon. This privilege will include the right to make surveys, plats, site plans, renderings, soil tests, environmental inspections, borings, percolation tests and other tests to obtain any relevant information necessary to determine subsurface, topographic and drainage conditions and the suitability of the Property for use and development by City. City will be required to defend, indemnify and hold harmless Society for any loss, cost or liability incurred by Society due to City’s entry onto the Property pursuant to this section and responsible for all costs in restoring impacts, if any, to the reasonable satisfaction of Society. City shall have the right to object to the inspection (hereinafter, an “Inspection Issue”). If City objects to an Inspection Issue, then Society may correct, but is not obligated to do so, such Inspection Issue to the reasonable satisfaction of City, in its sole and absolute discretion. If an Inspection Issue has not been addressed to the reasonable satisfaction of City prior to Closing, City may take one of the following actions: (i) complete Closing and waive any and all objections relating to the Inspection Issue; (ii) if Society indicates it will pursue an agreed to resolution of the Inspection Issue, delay Closing to allow the Society additional time to correct such Inspection Issue to the satisfaction of City; or (iii) terminate this Agreement. In the event the City terminates this Agreement, the Agreement shall be null and void, without damage or costs to either party.
Section Five
Closing

The Closing of this Agreement will occur on or before a date in 2020 no later than seventy (70) days after the Society acquires the Property, or any other date the parties mutually agree to. The Closing will be held at First Dakota Title Company in Sioux Falls, South Dakota. Society will transfer possession of the Property to City immediately upon the Closing.

The City will accept the Property, without interest thereon, upon conveyance to the City of title to land. The City’s acceptance and payment of closing costs as agreed in Section Six Seven Conditions of Transfer shall be full and just compensation for all obligations of the City hereunder and all claims which Society may have or assert by reason of the possession or occupancy of the Property by City.

Section Six
Real Estate Taxes

The Society agrees that all encumbrances (real and personal) which are liens against the land at the time of conveyance to the City shall be satisfied by Society at or before transfer. Any unpaid real estate taxes assessed for 2019 payable in 2020 shall be paid for by City. Any real estate taxes assessed after closing shall be paid by the City.

Section Seven
Conditions of Transfer

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

a. The City shall pay all closing costs related to Closing, title company attorney’s fee for City, title insurance policy cost, and the Minnehaha County Register of Deeds’ recording fee for Deeds and Affidavit of Possessions.

b. This Agreement will be presented to the City Council for approval and issuance of authorization for the Mayor to sign on behalf of the City. The Society will receive a signed original document after this process has been completed.

c. The property will be incorporated in and used in conjunction with the Mary Jo Wegner Arboretum and East Sioux Falls Historic Site (the “Arboretum”).

d. The Property shall be developed, used and maintained as a public park and arboretum in accordance with the most current Arboretum Master Plan adopted by the Sioux Falls Park and Recreation Board on May 18, 2010 and the Cooperative Agreement for the Development of the Mary Jo Wegner Arboretum
and East Sioux Falls Historic Site, dated June 12, 2008 as each may be amended from time to time.

e. The use of the Property may not be changed except as provided in SDCL §9-38-34.

f. The Society will manage and operate the Property pursuant to the Management Agreement for the Operation of the Mary Jo Wegner Arboretum and East Sioux Falls Historic Site, dated December 27, 2019, and any amendment to, or extension or renewal of, the Management Agreement.

g. A deed restriction will be included on the deed stating “For Park and Recreational uses only”. No road street, driveway, sidewalk or path may be constructed or maintained on the real property except for purposes of access to and from adjoining property of the Arboretum and/or as may be required by a Court of competent jurisdiction.

h. The City Council approval of the Property being designated as “Scott-Connelly Nature Area”. In accordance with City ordinance, the City will permit the installation of a commemorative plaque, sign or other agreeable recognition for the gift.

Section Eight
Notices

Any notice or other communication required or permitted by this Agreement may be delivered in person or by first class, U.S. mail, postage prepaid, to a party's address stated above. Notice or communication sent by mail is deemed delivered three days after deposit with the U.S. Postal Service. Copies of any notice or communication to the City shall be provided to the Director of Parks and Recreation, City of Sioux Falls, 231 N. Dakota Ave., Sioux Falls, SD 57117-7402

Section Nine
Hold Harmless

Society hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the provision of the gift 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 any negligent or intentional act, error, or omission of Society and/or its employees/agents arising out of the gift(s) and/or work described in the Agreement.
Section Ten
Voluntary 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 Eleven
Severability

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 Twelve
Integrated Agreement

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 Thirteen
Binding Effect

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

Section Fourteen
Authority

Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind.

[Signature Page to Follow]
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF SIOUX FALLS

BY: ____________________________
PRINTED NAME: __________________
TITLE: __________________________

WEGNER ARBORETUM SOCIETY

BY: ____________________________
PRINTED NAME: __________________
TITLE: __________________________
FEDERAL TAX ID NO. __________________

ATTEST:

______________________________
CITY CLERK
PRINTED NAME: __________________
COMMITMENT FOR TITLE INSURANCE
ISSUED BY
Fidelity National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; [and]
   (f) Schedule B, Part II—Exceptions; [and]
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery of the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I—Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First Dakota Title. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; Schedule B, Part III; [and] Appendix A [a counter-signature by the Company or its issuing agent that may be in electronic form].

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(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.
SCHEDULE A

1. Commitment Date: October 4, 2019 at 7:00AM

2. Policy to be issued:
   (a) 2006 ALTA® Owner's Policy
       Proposed Policy Amount: $105,834.00
       Proposed Insured: Wegner Arboretum Society
   (b) 2006 ALTA® Loan Policy
       Proposed Policy Amount:
       Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE

4. Title to the FEE SIMPLE estate or interest in the Land is at the Commitment Date vested in:
   Quoin Financial Bank

5. The Land is described as follows:
   See Appendix A

For information purposes, and pursuant to the county treasurer's office, we find the address of the land referred to in this commitment is as follows:

Lot 1 of Block 1, Willow Addition, Sioux Falls, SD 57104

Issued through the office of
First Dakota Title
600 South Main Avenue, Suite 101
Sioux Falls, SD 57104

[signature]

Authorized Signatory
SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Provide the title company with a Resolution from the Board of Directors of Quoin Financial Bank authorizing the proposed transaction and if necessary, designating the Officer authorized to execute the proposed Deed or Mortgage and all title related documents on behalf of the Corporation.


7. Partial Release of a Mortgage dated December 30, 2013, executed by Quoin Financial Bank to Arbor's Edge Residential Lots, LLC in the original amount of $1,100,000.00 and interest, filed on January 7, 2014 and recorded in Book 1750 of Mortgages, page 622.

Addendum to Collateral Real Estate Mortgage dated December 11, 2018, executed by and between Arbor's Edge Residential Lots, LLC, and Quoin Financial Bank, filed on December 17, 2018 and recorded in Book 1852 of Mortgages on page 333.
SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the proposed Insured acquires for value of record of the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties other than Insured in actual possession of any or all of the property.
3. (a) Unpatented mining claims; (b) reservations or exception in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
4. Any right, title, or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal and other hydrocarbons.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Easements or claims of easements, not shown by the public records.
7. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Taxes or special assessments which are not shown as existing liens by the public records or hereafter levied.
9. Liens or deferred charges for sewer, water mains and service pipes, not shown on the tax rolls.
10. 2018 Real Estate Taxes due and payable in 2019 in the amount of $1,682.62. 1st half in the amount of $841.31 due April 30, 2019 is paid and the 2nd half in the amount of $841.31 due October 31, 2019 is paid. Parent Tax ID # 64142.
11. Any and all Assessments resulting from a Resolution No. 18-05 dated March 14, 2005, executed by City of Sioux Falls to Whom It May Concern, filed on April 13, 2005 and recorded in Book 1505 on page 219.
12. Reservations contained in U.S. Patent executed by United States of America, filed on September 11, 1880 and recorded in Book I of Patents, page 255, substantially as follows:

   Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom
should the same be found to penetrate or intersect the premises hereby granted as provided by law.


15. Covenant and Conditions contained in Warranty Deed dated December 20, 2005, executed by Candle Development, L.L.C. to Fulcrum Land Holdings, LLC, filed on December 22, 2005 and recorded in Book 504 of Miscellaneous on page 936.

16. Easements contained in Warranty Deed dated March 24, 2006, executed by Jerry Roozenboom and Judy Roozenboom to Fulcrum Land Holdings, LLC, filed on March 29, 2006 and recorded in Book 506 of Miscellaneous on page 493.

17. Water Main Easement dated June 7, 2007, executed by Fulcrum Land Holdings IV, LLC to Arbors Edge, LLC, filed on June 15, 2007 and recorded in Book 257 of Miscellaneous on page 86.


20. Easement contained in Plat filed October 2, 2019, and recorded in Book 81 of Plats on page 260.

NOTE: The current vesting document was filed 24 months ago or more. Quoin Financial Bank acquired interest by Quit Claim Deed from The Estates at Willows, LLC, a South Dakota limited liability company, recorded on March 31, 2019 in Book 588 on Page 130.

NOTE: The current vesting document was filed 24 months ago or more. Quoin Financial Bank acquired interest by Quit Claim Deed from Legacy Development & Consulting Company, LLC, a South Dakota limited liability company, recorded on March 21, 2019 in Book 588 on Page 129.

NOTE: The current vesting document was filed 24 months ago or more. Quoin Financial Bank acquired interest by Quit Claim Deed from Arbors Edge Residential Lots, LLC, a South Dakota limited liability company and Arbors Edge Land Holdings, LLC, a South Dakota limited liability company, recorded on November 30, 2015 in Book 566 on Page 207.
SCHEDULE B

PART III

No endorsements
APPENDIX A

Lot 1 of Block 1 Willow Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof.
APPLICATION FOR
NAMING, RENAMING, OR COMMEMORATION
OF CITY-OWNED PROPERTIES, INCLUDING STREETS OR
BUILDING FACILITIES, AND INTERIOR SPACES, THEREOF.

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

Director of Planning and Development Services:

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

Legal Description: (Please print or type): LOT 1 BLK 1 WILLOW ADDITION TO CITY OF SIOUX FALLS

General Location or Street Address: North of Arrowhead Parkway near the MJW Arboretum in Sioux Falls SD

Please Check Appropriate Application Category:

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

☐ City-Owned Property—Park or Library
    Existing Name: LOT 1 BLK 1 WILLOW ADDITION TO CITY OF SIOUX FALLS
    Proposed Name: Scott - Connelly Nature Area
    Proposed Rename, if applicable: ____________________________

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

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

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

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

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

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

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

Naming or Renaming:

- Criteria for Street

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

• Criteria for Library Properties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commemorative Designations

• Criteria for Commemorative Designations

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

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

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

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

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

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

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

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

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

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

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

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

Company: City of Sioux Falls

Petitioner Name (Print): Michael D. Patten

Signature: [Signature]

Date: 12/16/2019

Address: 231 N. Dakota Ave.

Sioux Falls, SD 57104

City State Zip

(Please complete below if owner is different than above)

Company:

Petitioner Name (Print):

Signature: [Signature]

Date: 

Address: 

City State Zip

Office Use Only

Submit Date to Planning Office 12-17-2019

Application Category

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

General Location or Street Address: North of Hwy 42, East of Perry Place, Near Mt. St. WNB

Checked by: [Signature]

Application Reviewers

☐ Library Board
☒ Parks Board
☐ Street Naming Committee

Review Date

Recommendation (Approve, Approve with Stipulations, or Deny)

Date

12-18-2019

City Council Disposition

Date

Final Action (Approve or Deny)

Ordinance No.

Resolution No.

Effective Date

I:\ADI025\01\1E251E25108.docx
Reasoning to name property:

Do to the generosity of the gift, the existing naturalistic qualities of the site, and the planned future use of the property, it is fitting to name this property the "Scott-Connelly nature area.

Map of the property to be named (shown in orange):
Donation Information

Company or Organization Donor: 

Contact Name: 

Individual Donor: 

Mailing Address: 905 S Hawthorne Ave

City/State/Zip: Sioux Falls, SD 57104

Phone No. 605-261-5554 Email: 

Monetary Donation Amount: $ 25

Description of Donation if Other Than Monetary: 

Donor's Valuation of a Nonmonetary Gift: $ 25

Purpose of Donation: In memory of Jim Irish (He was a veteran) would like to go to Veterans Park

Donor Signature 

Date 11/24/19

Sioux Falls Parks and Recreation Signature

Date Donation Received 11/25/19

Thank You

On behalf of the City of Sioux Falls, thank you for your generous gift.

Your contribution helps fund the programs and services of the City of Sioux Falls.

Your gift may qualify as a tax deductible donation as the City of Sioux Falls is a qualified charitable donee under IRS Code 170(c)(1).

A signed copy of this form will be returned to you to serve as your receipt.

Park Office Use Only

Date receipt sent 11/25/19 U.S. Mail U.S. Mail Staff Initials 

*The City of Sioux Falls in no way partakes in the valuation of the gift. Any valuation listed in this document has been solely provided by the Donor. The listing of the value in this document should not be construed to mean that the City endorses the accuracy of such valuation.

C# 7069
2020 Parks and Recreation Board Committees

Marketing and Public Needs Committee  
Meets first Tuesday of each month at 8:15 a.m.

- Ann Nachtigal, Chair
- Mick Conlin
- Rick Weber

Park System Planning and Development Committee  
Meets first Thursday of each month at 11:00 a.m.

- Jim Stavenger, Chair
- Mike Begeman
- Mick Conlin

Partnerships and Recreation Committee  
Meets second Tuesday of each month at 11:00 a.m.

- Lorrae Lindquist, Chair
- Jim Stavenger
- Todd Sundleaf

updated 12-06-19
# Park Board Meetings 2020 Locations

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Location</th>
</tr>
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<tbody>
<tr>
<td>January 29 *</td>
<td>4:00 p.m.</td>
<td>City Center, 231 N. Dakota Ave.</td>
</tr>
<tr>
<td>February 19</td>
<td>4:00 p.m.</td>
<td>Kenny Anderson Community Center, 3701 E. 3rd St.</td>
</tr>
<tr>
<td>March 18</td>
<td>4:00 p.m.</td>
<td>Prairie West Library, 7630 W. 26th St.</td>
</tr>
<tr>
<td>April 15</td>
<td>4:00 p.m.</td>
<td>MJW Arboretum, 1900 S. Perry Ln.</td>
</tr>
<tr>
<td>May 20</td>
<td>2:00 p.m.</td>
<td>Park tour - <em>(looking for ideas)</em></td>
</tr>
<tr>
<td>May 20</td>
<td>4:00 p.m.</td>
<td>City Center, 231 N. Dakota Ave.</td>
</tr>
<tr>
<td>June 17</td>
<td>4:00 p.m.</td>
<td>Great Bear Chalet, 5901 E. Rice St.</td>
</tr>
<tr>
<td>July 15</td>
<td>4:00 p.m.</td>
<td>Morningside Community Center, 2400 S. Bahnson Ave.</td>
</tr>
<tr>
<td>August 19</td>
<td>4:00 p.m.</td>
<td>Sanford Pentagon, 2210 W. Pentagon Pl., Room 2508</td>
</tr>
<tr>
<td>September 16</td>
<td>2:00 p.m.</td>
<td>Park tour - Sherman Park Gazebo and Buffalo Wall</td>
</tr>
<tr>
<td>September 16</td>
<td>4:00 p.m.</td>
<td>Midco Aquatic Center, 1601 S. Western Ave.</td>
</tr>
<tr>
<td>October 21</td>
<td>4:00 p.m.</td>
<td>City Center, 231 N. Dakota Ave.</td>
</tr>
<tr>
<td>November 18</td>
<td>4:00 p.m.</td>
<td>Great Plains Zoo, 805 S. Kiwanis Ave.</td>
</tr>
<tr>
<td>December 16</td>
<td>4:00 p.m.</td>
<td>Overlook Café, 825 N. Weber Ave.</td>
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The regular meeting date is the third Wednesday of each month at 4:00 p.m.

* Meeting date changed to accommodate Comprehensive Plan Presentation

Sept. 27-29, 2020     NRPA Congress, Orlando, FL
Sept 13-15, 2020      SDPRA Fall Conference, Yankton, SD

*Updated December 2019*
<table>
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<tr>
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<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
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<tr>
<td><strong>Community Center Attendance</strong></td>
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<td>Weekday Open Gym</td>
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<td>8,908</td>
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<td>43</td>
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<td>Playgroup</td>
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<td>343</td>
<td>446</td>
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<td>0</td>
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<td><strong>Athletic Events Attendance</strong></td>
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<td><strong>Meeting Room Rentals</strong></td>
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<td><strong>TOTAL CC VISITS</strong></td>
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<td>23,739</td>
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<td>2,248</td>
<td>3,190</td>
<td>12,420</td>
<td>23,762</td>
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</table>

*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>Swim Meet Attendance</td>
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<td>Other Attendance</td>
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<td><strong>Total Attendance</strong></td>
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<td>Average Daily Attendance</td>
<td>877</td>
<td>777</td>
<td>677</td>
<td>540</td>
<td>479</td>
<td>880</td>
<td>788</td>
<td>449</td>
<td>282</td>
<td>443</td>
<td>482</td>
<td>586</td>
</tr>
</tbody>
</table>

## Revenue

<table>
<thead>
<tr>
<th>Passes</th>
<th>Fall, Winter, Spring Passes Sold</th>
<th>Annual Passes Sold</th>
<th>Total Passes Sold</th>
<th>Lesson Registrations</th>
<th>Class Registrations</th>
<th>Meeting Room Reservations</th>
<th>Meeting Room Hours Reserved</th>
<th>Swim Lane Hours Reserved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Admission</td>
<td>$23,482</td>
<td>$23,683</td>
<td>$33,430</td>
<td>$21,452</td>
<td>$23,538</td>
<td>$28,416</td>
<td>$26,115</td>
<td>$20,728</td>
</tr>
<tr>
<td>Passes</td>
<td>$20,086</td>
<td>$11,487</td>
<td>$15,101</td>
<td>$16,559</td>
<td>$51,512</td>
<td>$68,126</td>
<td>$21,406</td>
<td>$12,118</td>
</tr>
<tr>
<td>Programming Registrations</td>
<td>$8,737</td>
<td>$26,570</td>
<td>$7,835</td>
<td>$11,620</td>
<td>$16,932</td>
<td>$11,268</td>
<td>$8,504</td>
<td>$2,084</td>
</tr>
<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>$751</td>
<td>$235</td>
<td>$634</td>
</tr>
<tr>
<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>$3,427</td>
<td>$1,690</td>
<td>$944</td>
</tr>
<tr>
<td>Other</td>
<td>$22,579</td>
<td>$5,118</td>
<td>$7,338</td>
<td>$112</td>
<td>$20,305</td>
<td>$1,188</td>
<td>$53</td>
<td>$46</td>
</tr>
<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>$324,173</strong></td>
<td><strong>$58,269</strong></td>
<td><strong>$36,560</strong></td>
</tr>
</tbody>
</table>

## Expenses

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Personnel*</th>
<th>Building &amp; M</th>
<th>Supplies &amp; Materials</th>
<th>Utilities</th>
<th>Other</th>
<th>Total Expenses</th>
<th>Total Revenue</th>
<th>Total Expenses</th>
<th>Operating Surplus/(Loss)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Person**</td>
<td>$34,349</td>
<td>$77,388</td>
<td>$119,257</td>
<td>$79,152</td>
<td>$70,423</td>
<td>$85,113</td>
<td>$91,111</td>
<td>$128,993</td>
<td>$56,052</td>
</tr>
<tr>
<td>Building &amp; M</td>
<td>-</td>
<td>9,279</td>
<td>9,758</td>
<td>5,376</td>
<td>23,629</td>
<td>9,792</td>
<td>32,832</td>
<td>13,964</td>
<td>8,553</td>
</tr>
<tr>
<td>Supplies &amp; Materials</td>
<td>-</td>
<td>9,608</td>
<td>5,173</td>
<td>13,664</td>
<td>6,242</td>
<td>6,314</td>
<td>16,859</td>
<td>8,267</td>
<td>6,387</td>
</tr>
<tr>
<td>Utilities</td>
<td>13,905</td>
<td>48,493</td>
<td>30,894</td>
<td>31,775</td>
<td>26,281</td>
<td>29,876</td>
<td>36,572</td>
<td>38,280</td>
<td>44,767</td>
</tr>
<tr>
<td>Other</td>
<td>488</td>
<td>24,180</td>
<td>1,347</td>
<td>3,507</td>
<td>1,348</td>
<td>1,827</td>
<td>7,880</td>
<td>5,085</td>
<td>1,482</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>$48,741</strong></td>
<td><strong>$168,948</strong></td>
<td><strong>$166,429</strong></td>
<td><strong>$133,474</strong></td>
<td><strong>$127,924</strong></td>
<td><strong>$132,921</strong></td>
<td><strong>$185,290</strong></td>
<td><strong>$194,589</strong></td>
<td><strong>$117,241</strong></td>
</tr>
</tbody>
</table>

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

## Summary

<table>
<thead>
<tr>
<th>Summary</th>
<th>Total Revenue</th>
<th>Total Expenses</th>
<th>Operating Surplus/(Loss)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$75,926</td>
<td>$48,741</td>
<td>$27,185</td>
</tr>
</tbody>
</table>

* $ (95,209) $ (92,266) $ (80,702) $ (31,090) $ (209,252) $ (127,022) $ (158,030) $ (74,663) $ (89,067) $ (74,949) $ (586,561)
## City of Sioux Falls Courses
### Income Statement
#### October 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>Prairie Green</th>
<th>Elmwood</th>
<th>Kuehn Park</th>
<th>Consolidated</th>
<th>Budget</th>
<th>Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rounds Played</td>
<td>1,473</td>
<td>1,740</td>
<td>727</td>
<td>3,940</td>
<td>5,853</td>
<td>4,417</td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greens Fees</td>
<td>12,807</td>
<td>13,927</td>
<td>4,182</td>
<td>30,316</td>
<td>55,662</td>
<td>32,637</td>
</tr>
<tr>
<td>Pro Shop</td>
<td>20,944</td>
<td>13,726</td>
<td>646</td>
<td>35,315</td>
<td>15,958</td>
<td>17,887</td>
</tr>
<tr>
<td>Driving Range</td>
<td>2,242</td>
<td>1,806</td>
<td>807</td>
<td>4,935</td>
<td>12,547</td>
<td>2,963</td>
</tr>
<tr>
<td>Carts</td>
<td>19,953</td>
<td>19,333</td>
<td>3,912</td>
<td>45,136</td>
<td>71,040</td>
<td>26,497</td>
</tr>
<tr>
<td>Food &amp; Beverage</td>
<td>8,251</td>
<td>6,229</td>
<td>717</td>
<td>14,987</td>
<td>31,496</td>
<td>10,745</td>
</tr>
<tr>
<td>Annual Passes</td>
<td>25,225</td>
<td>21,874</td>
<td>5,582</td>
<td>59,561</td>
<td>48,699</td>
<td>52,432</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>89,163</td>
<td>77,914</td>
<td>16,884</td>
<td>183,962</td>
<td>235,402</td>
<td>138,191</td>
</tr>
<tr>
<td><strong>Cost of Goods Sold</strong></td>
<td>9,255</td>
<td>9,920</td>
<td>265</td>
<td>19,440</td>
<td>8,527</td>
<td>8,454</td>
</tr>
<tr>
<td>Merchandise</td>
<td>3,063</td>
<td>2,912</td>
<td>182</td>
<td>5,157</td>
<td>10,635</td>
<td>8,161</td>
</tr>
<tr>
<td>Food &amp; Beverage</td>
<td>17,318</td>
<td>12,832</td>
<td>447</td>
<td>25,597</td>
<td>19,162</td>
<td>16,635</td>
</tr>
<tr>
<td><strong>Gross Profit</strong></td>
<td>76,845</td>
<td>65,083</td>
<td>16,437</td>
<td>158,365</td>
<td>216,240</td>
<td>121,576</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td>9,285</td>
<td>9,758</td>
<td>5,863</td>
<td>24,907</td>
<td>24,465</td>
<td>19,332</td>
</tr>
<tr>
<td>Pro Shop</td>
<td>389</td>
<td>469</td>
<td>399</td>
<td>1,227</td>
<td>100</td>
<td>2,244</td>
</tr>
<tr>
<td>Driving Range</td>
<td>12,440</td>
<td>12,254</td>
<td>87</td>
<td>24,980</td>
<td>20,138</td>
<td>7,925</td>
</tr>
<tr>
<td>Carts</td>
<td>26,410</td>
<td>44,656</td>
<td>6,661</td>
<td>77,727</td>
<td>73,088</td>
<td>81,226</td>
</tr>
<tr>
<td>Course Maintenance</td>
<td>4,069</td>
<td>5,665</td>
<td>550</td>
<td>10,284</td>
<td>14,373</td>
<td>5,916</td>
</tr>
<tr>
<td>Food &amp; Beverage</td>
<td>21,910</td>
<td>25,175</td>
<td>6,862</td>
<td>53,647</td>
<td>48,817</td>
<td>41,468</td>
</tr>
<tr>
<td>General &amp; Administration</td>
<td>416</td>
<td>416</td>
<td>-</td>
<td>832</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>75,118</td>
<td>98,373</td>
<td>20,112</td>
<td>195,663</td>
<td>191,481</td>
<td>161,091</td>
</tr>
<tr>
<td><strong>Other Income (Expense)</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(929)</td>
<td>-</td>
<td>(979)</td>
</tr>
<tr>
<td>Property Taxes - Equipment</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Other Income (Expense)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(4,031)</td>
<td>-</td>
</tr>
<tr>
<td><strong>EBITDA</strong></td>
<td>1,727</td>
<td>(33,290)</td>
<td>(3,675)</td>
<td>(35,328)</td>
<td>24,759</td>
<td>(40,494)</td>
</tr>
<tr>
<td>City Purchased Assets</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Hotel Lease Income</td>
<td>(5,040)</td>
<td>(8,347)</td>
<td>(1,828)</td>
<td>(15,216)</td>
<td>(14,127)</td>
<td>(11,702)</td>
</tr>
<tr>
<td>Depreciation</td>
<td>(262)</td>
<td>(871)</td>
<td>(81)</td>
<td>(1,215)</td>
<td>(378)</td>
<td>(1,220)</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td>(3,576)</td>
<td>(39,595)</td>
<td>(5,584)</td>
<td>(46,756)</td>
<td>13,254</td>
<td>(30,693)</td>
</tr>
</tbody>
</table>
Financial and Operational Executive Summary
For the Month of October

Prepared for: Sioux Falls City Golf – Park Board
Prepared By: Justin Arlt – PGA - Market General Manager

<table>
<thead>
<tr>
<th>Rounds of Golf</th>
<th>October</th>
<th>Consolidated Revenue</th>
<th>October</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>3,940</td>
<td>2019</td>
<td>$183,962</td>
</tr>
<tr>
<td>2018</td>
<td>4,417</td>
<td>2018</td>
<td>$138,191</td>
</tr>
<tr>
<td>BUDGET</td>
<td>4,452</td>
<td>BUDGET</td>
<td>$235,402</td>
</tr>
</tbody>
</table>

Sioux Falls - Elmwood/Kuehn Park/Prairie Green

<table>
<thead>
<tr>
<th>Playable Days Historical Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>-------</td>
</tr>
<tr>
<td>January</td>
</tr>
<tr>
<td>February</td>
</tr>
<tr>
<td>March</td>
</tr>
<tr>
<td>April</td>
</tr>
<tr>
<td>May</td>
</tr>
<tr>
<td>June</td>
</tr>
<tr>
<td>July</td>
</tr>
<tr>
<td>August</td>
</tr>
<tr>
<td>September</td>
</tr>
<tr>
<td><strong>October</strong></td>
</tr>
<tr>
<td>November</td>
</tr>
<tr>
<td>December</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>
Rounds of Play:

The month of October set a record in South Dakota for Average LOW Temperature. In addition, we had six days with rain. These factors created a season low mark for playable days in 2019 with only 14. Rounds played in October 2018 were low and rounds in 2019 were even lower with a decrease in over 500 rounds due to the low temperature days and rain.

Course & Grounds

The agronomy team did a good job of prepping the golf course for winter earlier than usual. The final week of the month had very cold with overnight lows well below freezing with daytime highs around 36. They blew out the irrigation earlier than usual while keeping the course playable and maintained well for the little play we did have on nice days.

Golf Operations

It was a very inconsistent month of play. Staffing and preparation was difficult to schedule because of weather. Staff did a good job of providing service while still being mindful of expenses. Golf shop sales were very strong and better than budget as staff did a great job of fitting clubs and helping people place special orders with year end golf shop credit from events.

Financial Outlook

October 2019 will prove to be one the worst financial months since LGM took over operations. Even worse than April 2018 (the year of the 24-inch snow storm). Both poor months in the given year can have a finger pointed at the playable days being well below average with abnormal weather conditions deteriorating play and revenue. In total we had 7 less playable days this October with 500 fewer rounds when compared to last year. The result was missing the budgeted revenue by $51,000. Mother nature didn’t give us a great end to the 2019 season, but we are still on pace to see an improved bottom line at year end.