ORDER OF BUSINESS

1. Roll call and determination of quorum

2. Approval of minutes from December 16, 2020 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. Jennifer Kirby Dance Floor Commemorative Designation Application – Mike Patten
   b. Bike Trail Easements with Ellis and Eastern RR – Kelby Mieras

7. Report of Director of Parks and Recreation
   a. Community Center Report – December
   b. Golf Course Report – November

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, December 16, 2020, at 4 p.m. at the Falls Overlook Café.

Roll Call and Determination of Quorum

Members absent: Mike Begeman.

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

Others present: Karen Leonard, City Attorney’s Office; Brooke Wegener, recently appointed Board member; Doug Ellis, President, Minnehaha Archers; Tim Audus, Secretary, Minnehaha Archers.

Approval of Minutes (November 18, 2020)
A motion to approve the minutes was made by Weber 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 met and discussed all items on the agenda. The Park System Planning and Development Committee met and discussed all items on the agenda. The Partnerships and Recreation Committee met and discussed all items on the agenda.

Unfinished Business
No unfinished business.

Under New Business
Hayward Park Master Plan: Patten shared a power point presentation showing details of the proposed master plan for Hayward Park. After some discussion, a motion to approve the master plan was made by Sundleaf and seconded by Conlin. Motion passed unanimously with all present Board members voting yes.

Archery Range Usage Agreement: Nelson shared details of the agreement. The last agreement, which expires this year, was in place for 20 years. This agreement will run for five years with the option to renew for an additional five years. Doug Ellis and Tim Audus from the Minnehaha Archers Association shared details about their organization. After some discussion, a motion to approve the agreement was made by Weber and seconded by Nachtigal. Motion passed unanimously with all present Board members voting yes.

Election of Parks and Recreation Board Officers: Stavenger shared that the slate of Parks and Recreation Board Officers will remain the same for 2021 as proposed. A motion to approve Park Board Officers was made by Weber and seconded by Conlin. Motion passed unanimously with all present Board members voting yes.

Approval of Standing Committees: Stavenger shared that the standing committees will remain the same for 2021 as proposed, with the only change being new Board member Brooke Wegener taking the place of Lorrae Lindquist on the Partnerships and Recreations Committee. A motion to approve the committees was made by Nachtigal and seconded by Sundleaf. Motion passed unanimously with all present Board members voting yes.
December 16, 2020

Report of Director of Parks and Recreation:
Kearney welcomed Brooke Wegener, our newest Board member, who shared a few details about herself with the Board. Brooke will become a voting member of the Board on December 25, 2020.

Kearney shared details about a resolution regarding surplus property that was amended by the City Council on December 8, 2020. The City Council removed the Tuthill Park House from the surplus list included in that resolution. A resource group has been formed, including a person from the Board of Preservation, some representatives of the Tuthill Park neighborhood, as well as a City Council member, a Park Board member, and the City Neighborhood Preservation Coordinator. This group will determine the extent of what the improvements could be to the house, and present an update to the City Council in the next 90 days. It’s very early in the process, but the goal will be to create a vision for the house and surrounding area going forward.

There has been one Municipal Band Task Force meeting, and another meeting will take place on December 17, 2020. Discussion included possible alternatives for funding as well as possible nonprofit status. Nachtigal is the Parks and Recreation Board representative on this task force.

Kearney shared some details about restoring what was previously the Xcel Energy substation on the east side of Falls Park between the railroad tracks and Weber Avenue. This area will be filled in with dirt and seeded with grass for the time being. All exposed foundations currently there will be marked by GPS for possible future use. Once the area is filled, graded, and seeded, we will remove the perimeter fence. The upcoming Falls Park Master Plan competition will determine future uses for this area.

The contract with Skytrac has been signed for the chair lift at Great Bear Recreation Park. The existing lift will be removed in March 2021 at the end of this winter’s ski season. Construction of the lift is being done off-site, with the goal to have it installed and everything complete by October 2021.

Items Added After the Agenda Deadline
None.

Reading of Communications to the Board
None.

There being no further business, Weber made a motion to adjourn. Meeting adjourned.

______________________________
Secretary

Approved by:

______________________________
President
General Information:
- Friends of Levitt Shell Sioux Falls is requesting commemorative designation of the Dance Floor at the Levitt Shell.
- Project involves installation of a plaque **on the face of the concrete stage** (off-set to one side).
  - Plaques will be made of cast bronze (approximately 24" x 18")
- Plaque language:

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Jennifer Kirby Dance Floor

With sincere gratitude for her dedication and commitment to our mission, the Friends of Levitt Shell Sioux Falls dedicate this dance floor in honor of Jennifer Kirby.

Board Chair: 2011-2020
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- All costs associated with installation & maintenance of the plaque will be the responsibly of the applicant.

Steps:
- VAC Recommendation – 1/19/21
- Park Board Recommendation – 1/20/21
- City Council Approval – February 2021
APPLICATION FOR
NAMING, RENAMING, OR COMMEMORATION
OF CITY-OWNED PROPERTIES, INCLUDING STREETS OR
BUILDING FACILITIES, AND INTERIOR SPACES, THEREOF.

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

Director of Planning and Building Services:

If 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):

Levitt at the Falls

General Location or Street Address:

504 N. Phillips Ave, 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: ____________________________
  Proposed Name: ____________________________
  Proposed Rename, if applicable: ____________________________

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

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

Existing Name: N/A
Proposed Commemoration Rename: Jennifer Kirby Dance Floor
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: Friends of Leuitt Shell Sioux Falls
Petitioner Name (Print): Nancy Halverson
Signature: [signature]
Date: 11-11-20
Address: 524 N. Main Ave #110
Sioux Falls, SD 57104
City  State  Zip

Phone: (864) 630-5386
Email: nhalverson@levittsiouxfalls.org

(Please complete below if owner is different than above)

Company: City of Sioux Falls
Petitioner Name (Print): 
Signature: 
Date: 
Address: 
City  State  Zip

Phone: 
Email: 

Office Use Only

Submital Date to Planning Office 

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

General Location or Street Address: 

Checked by: 

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

Review Date

Recommendation (Approve, Approve with Stipulations, or Deny)

Date
Date
Date

City Council Disposition

Date
Final Action (Approve or Deny)

Ordinance No.
Resolution No.
Effective Date

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Request for Commemorative Designation

The Board of Directors of the Friends of Levitt Shell Sioux Falls requests permission to install a commemorative plaque in honor of Jennifer Kirby within the concrete slab that is a dance floor in front of the Levitt at the Falls stage in Falls Park West.

Jennifer has been the chairman of the Friend of Levitt Board since its inception over 12 years ago. In December she will be ending her tenure as board chair and then she will remain on the board for an additional year as “Past Chair”, a remarkable total of thirteen years in service to our organization.

As Board Chair, Jennifer’s leadership has been extraordinary. In addition to her work as the founder of our non-profit in 2011, she worked tirelessly along with the leadership of the Sioux Falls Department of Parks and Recreation to engage the National Levitt Foundation securing Levitt Sioux Falls as the 8th Levitt venue of its kind in the country. Then in 2017, Jennifer successfully led the Chamber Community Appeals effort raising the necessary funds to build the Levitt shell. In 2018, she continued to build a strong foundation for the organization leading a successful nationwide search for a professional staff to take on the daily operations of Levitt at the Falls.

Beyond her generous gifts of time and talent, Jennifer and her husband Joe have provided multiple financial gifts to the project and organization totaling over $500,000 to date. Their cash gifts are second only to the financial gift provided by the Levitt National Foundation in partnership with the City of Sioux Falls to bring the dream of the Levitt Shell in our community to fruition.

As a tribute to her hard work, dedication and joy we seek permission to install a metal cast plaque flush with the existing concrete pad in front of the Levitt stage as a “Commemorative Designation.”

The plaque design: Approx 12” X 14”- flush to existing concrete
LICENSE NO. 208

Ellis and Eastern Company (hereinafter called "Company") hereby licenses The City of Sioux Falls, South Dakota, a municipal corporation chartered under the laws of the State of South Dakota (hereinafter called "Licensee") to construct and maintain a bike trail under the railroad tracks of the Company in the locations and positions shown on the sketch plat marked Exhibit A attached hereto and incorporated herein by reference, all of which is located near Milepost 58.63 that is under the north end of the P-125 downtown bridge, in Sioux Falls, South Dakota.

This License is given upon the express terms and conditions as are set forth herein, and should the Licensee at any time violate any of the terms or conditions, or use or attempt to use the bike trail for any other or different purpose than that specified above, then the Company may, at its option, immediately revoke this License.

It is understood and agreed that if the Licensee shall ever discontinue use of the bike trail for the purpose licensed, then this License shall terminate immediately and without further notice.

In addition to the foregoing, this License is subject to the following conditions:

1. The work of construction and maintenance shall be done and completed in a good and workmanlike manner at the sole expense of the Licensee. The work shall be done in such manner as to not interfere with or endanger the use of the property or tracks of the Company, or the operation thereon of any engines, cars or trains. The work shall be done and the bike trail shall be constructed, installed and maintained by and at the expense of the Licensee in a manner satisfactory to the Company. The Supervisor of track Maintenance or other designated representative of the Company shall have the right to inspect the work and the bike trail from time to time and to require such changes to be made as will in his opinion decrease the risk of interference or hazard incident to the privileges granted under this license. Any such inspection or required changes or any failure to so inspect, or to require changes to be made, shall not affect any of the obligations assumed by the Licensee under this License. The Licensee shall comply with all statutes, regulations, ordinances and rules governing installation and maintenance of any such bike trail upon or under a line of railroad.
2. The Licensee shall bear the costs of all protection which the Company may require for its tracks or properties during construction and maintenance authorized under this License and of all repairs, changes, additions or betterments to the Company's tracks or property made necessary on account of this License. If in the judgment of the Company it shall be necessary to provide support for its track during the work of construction or maintenance, the Company will provide such support and the entire cost will be paid by the Licensee promptly upon receipt of the bill for such work.

3. The Licensee shall pay all taxes, general and special license fees, assessments, or other charges which may become due or which may be assessed against the Company because of the construction, existence, operation or use of the bike trail, or which may be assessed against the Licensee or which may be assessed against the business conducted in connection with the bike trail, and shall reimburse the Company for any such taxes, license fees, assessments or other charges which may be paid by the Company promptly upon the presentation to the Licensee by the Company of all such bills.

4. The Licensee will give to the Supervisor of Track Maintenance or other designated representative of the Company at least ten (10) days notice in writing before entering upon the right-of-way of the Company for construction purposes, or for the purposes of making necessary repairs. The Company reserves the right to judge the necessity of any such repairs to the bike trail and to require the Licensee to make such repairs upon ten (10) days notice in writing. In such case, the Licensee may enter upon the right-of-way without the ten (10) days notice referred to above and the Licensee shall proceed forthwith to make such repairs, and upon failure to do so within ten days, the Company shall have the right to make such repairs and collect the entire cost from the Licensee. The Company reserves the right, in case the safety of its tracks or property requires such repairs in the sole opinion of the Company, to make emergency repairs without notice to the Licensee and to collect the cost thereof from the Licensee as provided in this License.

5. Licensee agrees that in the construction, maintenance, and use of the facility, it will comply with all applicable laws, including but not limited to any laws, standards, regulations or permit requirements relating to environmental pollution or contamination. Licensee agrees to indemnify and hold harmless the
Company from any and all claims, demands, lawsuits, or liability for loss, fines, damages, injury, and death and all expenses and costs, including attorneys' fees resulting from or arising out of the construction, maintenance, or use of the bike trail, including any discharge or emission therefrom or for the violation of any law, standard, regulation, or permit requirement relating to environmental pollution or contamination. Licensee shall release and indemnify and save harmless the Company, its successors and assigns, and their officers, employees, contractors, subcontractors and agents, for any damage to the property of Licensee, including the bike trail or any facilities and appurtenances thereto, arising from or growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of the rights of Licensee under this License. Licensee shall indemnify and save harmless Company, its officers, employees, contractors, subcontractors, lessees, licensees and agents from and against any and all indirect or consequential damages, loss of use or revenue or claims of third parties or by Licensee, its successors and assigns, arising out of or caused by interference or disruption or damage to the bike trail, including interruption of the utility service provided by the Licensee to its customers, regardless of any acts or negligence on the part of the Company or from any other cause whatsoever.

6. It is understood by the Licensee that the bike trail is subject to and may increase the dangers and hazards of the operation of the railroad of the Company, and that this License is subject to all risks thereof. Therefore, and as a material consideration to the Company for entering into this License and without which the Company would not enter into this License, the Licensee agrees to assume and pay for all loss or damage to property whatsoever, and injury to or death of any person or persons whomsoever, including all costs and expenses incident thereto, however arising, from or in connection with the existence, construction, maintenance, repair, renewal, reconstruction, operation, use or removal of the bike trail or any defect therein or failure thereof, or the failure of the Licensee or members, officers, agents or employees of the Licensee to abide by or comply with any of the terms or conditions of this License. The Licensee forever indemnifies the Company against and agrees to save it harmless from any and all claims, demands, lawsuits or liability for any such loss, damage, injury and death, costs and expenses, including attorneys' fees.
7. The Company reserves the right to use, occupy and enjoy its tracks, property and right-of-way, for such purpose, in such manner, and at such time as it shall desire, the same as if this License had not been executed by it. If any such use shall necessitate any change, repair, renewal, removal or relocation of the bike trail, or any part thereof, the Licensee shall perform such work at such time as the Company may approve and if the Licensee shall fail to do so, such work may be performed by the Company at the expense of the Licensee and the Company shall not be liable to the Licensee on account of any damage arising out of any use which the Company may make of its tracks, property and right-of-way.

8. In case any of the terms or provisions of this License have been performed or carried out prior to the actual date of the execution of this License, it is understood and agreed that this License shall nevertheless be of the same force and effect as though the same had been executed by the parties prior to such performance.

9. Upon any revocation of this License, the Licensee shall promptly and in the manner directed by the Supervisor of Track Maintenance or other designated representative of the Company, remove all construction hereby authorized from the premises and right-of-way of the Company, and leave the premises and right-of-way in the same condition in which they were before the installation of the bike trail. Upon default of the Licensee to do so, the Company may remove the same and restore its premises and right-of-way, and the Licensee will promptly pay the Company the cost of so doing.

10. The waiver of a breach of any of the terms or conditions of this License shall be limited to the act or acts constituting such breach and shall not be construed as being a waiver of any similar breach in the future, nor be construed as being a continuing or permanent waiver of any such terms of conditions, all of which shall be and remain in full force and effect as to future acts or happenings, notwithstanding any such waiver.

11. This License is personal to the Licensee and is not assignable or transferable without the prior written consent of the Company.

12. This License is non-exclusive, and the Company may make use of the premises and right-of-way of the Company and shall have the right to agree to other occupations of the premises and right-of-way of the Company for the same type of use or other uses.
13. All letters of notice shall be sent to: Ellis and Eastern Co. Attn Eric Berning 1500 N. Sweetman Pl, Sioux falls, SD 57118 and also emailed to eberning@ellissandeastern.com.

14. If the Company determines any of Licensee’s bike trail or the location thereof must be changed or altered because of a change or changes in operations or planned operations of the Company, or the Company desires to perform work on its premises or right-of-way and such work would require relocation of Licensee’s bike trail, the Company shall notify the Licensee of such plans. The Licensee shall promptly move the bike trail or take such other steps as may enable the Company to perform its work on its premises and right-of-way. Any removals or relocation shall be at Licensee’s sole expense. If weather permits and Licensee fails to relocate its bike trail within sixty (60) days of written notice, the Company may remove or relocate such bike trail at the Licensee’s expense.

15. The Licensee shall not do any act which shall in any way encumber the title or interest of the Company whether by operation of law or otherwise. Any claim or lien arising from any act or omission of the Licensee shall accrue only upon the interest of the Licensee under this License. In the event that the Company’s property or interest becomes subject to any lien or encumbrance chargeable to or through the Licensee, the Licensee shall immediately cause such lien or encumbrance to be discharged and released of record without cost to the Company and shall indemnify the Company against all costs and expenses (including reasonable attorney’s fees) incurred in discharging and releasing such lien or encumbrance.

16. The Company shall have the right to revoke this license at any time by giving thirty (30) days written notice thereof to the Licensee. The Licensee shall have the right to terminate this license at any time by giving thirty days written notice thereof to the Company. Any notice to be given under this license shall be in writing and may be served by delivering it, or a true copy thereof, to the other party or its general operating or engineering officers, or by depositing the same in a United States Post Office, enclosed in an envelope addressed to such party at its last known post office address with the postage thereon prepaid. At the expiration of the time limited by any revocation or termination notice, or upon termination of this license in any other manner, the Licensee will, at its own expense, promptly remove said facility from the right-of-way and property of the Company, or from above the
right-of-way and property of the Company as the case may be, and will restore the Company's right-of-way and property to a condition satisfactory to the Company. If the Licensee fails to promptly remove the bike trail, the Company shall have the right to remove said facility and to restore its right-of-way and property and the Licensee will promptly reimburse the Company for the cost and expense of so doing.

WHEREFORE, this License is executed this _____ day of __________________ 20 __.

ELLIS & EASTERN COMPANY

By____________________________________
Its President

ATTEST:

____________________________________

The undersigned, the Licensee in the foregoing License, hereby accepts the same subject to the terms and conditions stated therein.

CITY OF Sioux Falls, SOUTH DAKOTA

By____________________________________
Its Mayor

ATTEST:

____________________________________
LICENSE NO. 207

Ellis and Eastern Company (hereinafter called "Company") hereby licenses The City of Sioux Falls, South Dakota, a municipal corporation chartered under the laws of the State of South Dakota (hereinafter called "Licensee") to construct and maintain a bike trail under the railroad tracks of the Company in the locations and positions shown on the sketch plat marked Exhibit A attached hereto and incorporated herein by reference, all of which is located near Milepost 61.5 that is under the P-131 fairgrounds bridge, in Sioux Falls, South Dakota.

This License is given upon the express terms and conditions as are set forth herein, and should the Licensee at any time violate any of the terms or conditions, or use or attempt to use the bike trail for any other or different purpose than that specified above, then the Company may, at its option, immediately revoke this License.

It is understood and agreed that if the Licensee shall ever discontinue use of the bike trail for the purpose licensed, then this License shall terminate immediately and without further notice.

In addition to the foregoing, this License is subject to the following conditions:

1. The work of construction and maintenance shall be done and completed in a good and workmanlike manner at the sole expense of the Licensee. The work shall be done in such manner as to not interfere with or endanger the use of the property or tracks of the Company, or the operation thereon of any engines, cars or trains. The work shall be done, and the bike trail shall be constructed, installed and maintained by and at the expense of the Licensee in a manner satisfactory to the Company. The Supervisor of track Maintenance or other designated representative of the Company shall have the right to inspect the work and the bike trail from time to time and to require such changes to be made as will in his opinion decrease the risk of interference or hazard incident to the privileges granted under this license. Any such inspection or required changes or any failure to so inspect, or to require changes to be made, shall not affect any of the obligations assumed by the Licensee under this License. The Licensee shall comply with all statutes, regulations, ordinances and rules governing installation and maintenance of any such bike trail upon or under a line of railroad.
2. The Licensee shall bear the costs of all protection which the Company may require for its tracks or properties during construction and maintenance authorized under this License and of all repairs, changes, additions or betterments to the Company’s tracks or property made necessary on account of this License. If in the judgment of the Company it shall be necessary to provide support for its track during the work of construction or maintenance, the Company will provide such support and the entire cost will be paid by the Licensee promptly upon receipt of the bill for such work.

3. The Licensee shall pay all taxes, general and special license fees, assessments, or other charges which may become due or which may be assessed against the Company because of the construction, existence, operation or use of the bike trail, or which may be assessed against the Licensee or which may be assessed against the business conducted in connection with the bike trail, and shall reimburse the Company for any such taxes, license fees, assessments or other charges which may be paid by the Company promptly upon the presentation to the Licensee by the Company of all such bills.

4. The Licensee will give to the Supervisor of Track Maintenance or other designated representative of the Company at least ten (10) days notice in writing before entering upon the right-of-way of the Company for construction purposes, or for the purposes of making necessary repairs. The Company reserves the right to judge the necessity of any such repairs to the bike trail and to require the Licensee to make such repairs upon ten (10) days notice in writing. In such case, the Licensee may enter upon the right-of-way without the ten (10) days notice referred to above and the Licensee shall proceed forthwith to make such repairs, and upon failure to do so within ten days, the Company shall have the right to make such repairs and collect the entire cost from the Licensee. The Company reserves the right, in case the safety of its tracks or property requires such repairs in the sole opinion of the Company, to make emergency repairs without notice to the Licensee and to collect the cost thereof from the Licensee as provided in this License.

5. Licensee agrees that in the construction, maintenance, and use of the facility, it will comply with all applicable laws, including but not limited to any laws, standards, regulations or permit requirements relating to environmental pollution or contamination. Licensee agrees to indemnify and hold harmless the
Company from any and all claims, demands, lawsuits, or liability for loss, fines, damages, injury, and death and all expenses and costs, including attorneys' fees resulting from or arising out of the construction, maintenance, or use of the bike trail, including any discharge or emission therefrom or for the violation of any law, standard, regulation, or permit requirement relating to environmental pollution or contamination. Licensee shall release and indemnify and save harmless the Company, its successors and assigns, and their officers, employees, contractors, subcontractors and agents, for any damage to the property of Licensee, including the bike trail or any facilities and appurtenances thereto, arising from or growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of the rights of Licensee under this License. Licensee shall indemnify and save harmless Company, its officers, employees, contractors, subcontractors, lessees, licensees and agents from and against any and all indirect or consequential damages, loss of use or revenue or claims of third parties or by Licensee, its successors and assigns, arising out of or caused by interference or disruption or damage to the bike trail, including interruption of the utility service provided by the Licensee to its customers, regardless of any acts or negligence on the part of the Company or from any other cause whatsoever.

6. It is understood by the Licensee that the bike trail is subject to and may increase the dangers and hazards of the operation of the railroad of the Company, and that this License is subject to all risks thereof. Therefore, and as a material consideration to the Company for entering into this License and without which the Company would not enter into this License, the Licensee agrees to assume and pay for all loss or damage to property whatsoever, and injury to or death of any person or persons whomsoever, including all costs and expenses incident thereto, however arising, from or in connection with the existence, construction, maintenance, repair, renewal, reconstruction, operation, use or removal of the bike trail or any defect therein or failure thereof, or the failure of the Licensee or members, officers, agents or employees of the Licensee to abide by or comply with any of the terms or conditions of this License. The Licensee forever indemnifies the Company against and agrees to save it harmless from any and all claims, demands, lawsuits or liability for any such loss, damage, injury and death, costs and expenses, including attorneys' fees.
7. The Company reserves the right to use, occupy and enjoy its tracks, property and right-of-way, for such purpose, in such manner, and at such time as it shall desire, the same as if this License had not been executed by it. If any such use shall necessitate any change, repair, renewal, removal or relocation of the bike trail, or any part thereof, the Licensee shall perform such work at such time as the Company may approve and if the Licensee shall fail to do so, such work may be performed by the Company at the expense of the Licensee and the Company shall not be liable to the Licensee on account of any damage arising out of any use which the Company may make of its tracks, property and right-of-way.

8. In case any of the terms or provisions of this License have been performed or carried out prior to the actual date of the execution of this License, it is understood and agreed that this License shall nevertheless be of the same force and effect as though the same had been executed by the parties prior to such performance.

9. Upon any revocation of this License, the Licensee shall promptly and in the manner directed by the Supervisor of Track Maintenance or other designated representative of the Company, remove all construction hereby authorized from the premises and right-of-way of the Company, and leave the premises and right-of-way in the same condition in which they were before the installation of the bike trail. Upon default of the Licensee to do so, the Company may remove the same and restore its premises and right-of-way, and the Licensee will promptly pay the Company the cost of so doing.

10. The waiver of a breach of any of the terms or conditions of this License shall be limited to the act or acts constituting such breach and shall not be construed as being a waiver of any similar breach in the future, nor be construed as being a continuing or permanent waiver of any such terms of conditions, all of which shall be and remain in full force and effect as to future acts or happenings, notwithstanding any such waiver.

11. This License is personal to the Licensee and is not assignable or transferable without the prior written consent of the Company.

12. This License is non-exclusive, and the Company may make use of the premises and right-of-way of the Company and shall have the right to agree to other occupations of the premises and right-of-way of the Company for the same type of use or other uses.
13. All letters of notice shall be sent to: Ellis and Eastern Co. Attn Eric Berning 1500 N. Sweetman Pl, Sioux falls, SD 57118 and also emailed to eberning@ellisandeastern.com.

14. If the Company determines any of Licensee’s bike trail or the location thereof must be changed or altered because of a change or changes in operations or planned operations of the Company, or the Company desires to perform work on its premises or right-of-way and such work would require relocation of Licensee’s bike trail, the Company shall notify the Licensee of such plans. The Licensee shall promptly move the bike trail or take such other steps as may enable the Company to perform its work on its premises and right-of-way. Any removals or relocation shall be at Licensee’s sole expense. If weather permits and Licensee fails to relocate its bike trail within sixty (60) days of written notice, the Company may remove or relocate such bike trail at the Licensee’s expense.

15. The Licensee shall not do any act which shall in any way encumber the title or interest of the Company whether by operation of law or otherwise. Any claim or lien arising from any act or omission of the Licensee shall accrue only upon the interest of the Licensee under this License. In the event that the Company’s property or interest becomes subject to any lien or encumbrance chargeable to or through the Licensee, the Licensee shall immediately cause such lien or encumbrance to be discharged and released of record without cost to the Company and shall indemnify the Company against all costs and expenses (including reasonable attorney’s fees) incurred in discharging and releasing such lien or encumbrance.

16. The Company shall have the right to revoke this license at any time by giving thirty (30) days written notice thereof to the Licensee. The Licensee shall have the right to terminate this license at any time by giving thirty days written notice thereof to the Company. Any notice to be given under this license shall be in writing and may be served by delivering it, or a true copy thereof, to the other party or its general operating or engineering officers, or by depositing the same in a United States Post Office, enclosed in an envelope addressed to such party at its last known post office address with the postage thereon prepaid. At the expiration of the time limited by any revocation or termination notice, or upon termination of this license in any other manner, the Licensee will, at its own expense, promptly remove said facility from the right-of-way and property of the Company, or from above the
right-of-way and property of the Company as the case may be, and will restore the Company’s right-of-way and property to a condition satisfactory to the Company. If the Licensee fails to promptly remove the bike trail, the Company shall have the right to remove said facility and to restore its right-of-way and property and the Licensee will promptly reimburse the Company for the cost and expense of so doing.

WHEREFORE, this License is executed this _____ day of ______________ 20__.

ELLI S & EASTERN COMPANY

By.________________________
Its President

ATTEST:
____________________________________

____________________________________

The undersigned, the Licensee in the foregoing License, hereby accepts the same subject to the terms and conditions stated therein.

CITY OF Sioux Falls, SOUTH DAKOTA

By.________________________
Its Mayor

ATTEST:
____________________________________
<table>
<thead>
<tr>
<th></th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>2020 Totals</th>
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<tbody>
<tr>
<td><strong>Community Center Attendance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekday Open Gym</td>
<td>10,158</td>
<td>9,862</td>
<td>5,634</td>
<td>0</td>
<td>0</td>
<td>895</td>
<td>1,395</td>
<td>293</td>
<td>2,408</td>
<td>6,733</td>
<td>5,137</td>
<td>5,869</td>
<td>48,404</td>
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<tr>
<td>Weeknight Open Gym</td>
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<td>110</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>246</td>
<td>522</td>
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<td>0</td>
<td>1,166</td>
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<td>Weekend Open Gym</td>
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<td>3,497</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>127</td>
<td>1,278</td>
<td>1,879</td>
<td>1,985</td>
<td>12,262</td>
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<td>Walking Club</td>
<td>372</td>
<td>331</td>
<td>144</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>13</td>
<td>59</td>
<td>62</td>
<td>103</td>
<td>1,084</td>
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<td>Playgroup</td>
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<td>497</td>
<td>214</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>84</td>
<td>247</td>
<td>232</td>
<td>252</td>
<td>2,117</td>
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<td>SFPR Programs</td>
<td>148</td>
<td>167</td>
<td>86</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>30</td>
<td>15</td>
<td>5</td>
<td>542</td>
<td>132</td>
<td>35</td>
<td>1,160</td>
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<tr>
<td><strong>Total Attendance</strong></td>
<td>13,831</td>
<td>14,490</td>
<td>7,294</td>
<td>0</td>
<td>0</td>
<td>895</td>
<td>1,425</td>
<td>308</td>
<td>2,853</td>
<td>9,381</td>
<td>7,442</td>
<td>8,244</td>
<td>66,193</td>
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<tr>
<td><strong>Operational Days</strong></td>
<td>28</td>
<td>28</td>
<td>13</td>
<td>0</td>
<td>0</td>
<td>20</td>
<td>23</td>
<td>5</td>
<td>10</td>
<td>30</td>
<td>28</td>
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<td><strong>Average Daily Attendance</strong></td>
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<td>561</td>
<td>0</td>
<td>0</td>
<td>45</td>
<td>62</td>
<td>62</td>
<td>288</td>
<td>313</td>
<td>266</td>
<td>294</td>
<td>311</td>
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<td><strong>Computer Lab Attendance</strong></td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>648</td>
<td>1,581</td>
<td>1,398</td>
<td>1,479</td>
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<td><strong>Court Rentals Attendance</strong></td>
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<td>57</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>24</td>
<td>92</td>
<td>121</td>
<td>721</td>
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<td><strong>Athletic Events Attendance</strong></td>
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<td>7,233</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>46</td>
<td>1,581</td>
<td>4,668</td>
<td>5,387</td>
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<tr>
<td><strong>Meeting Room Rentals</strong></td>
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<td>134</td>
<td>70</td>
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<td>0</td>
<td>6</td>
<td>0</td>
<td>1</td>
<td>13</td>
<td>49</td>
<td>53</td>
<td>59</td>
<td>513</td>
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<tr>
<td><strong>Meeting Room Attendance</strong></td>
<td>3,550</td>
<td>4,801</td>
<td>4,299</td>
<td>0</td>
<td>0</td>
<td>1,710</td>
<td>0</td>
<td>25</td>
<td>936</td>
<td>740</td>
<td>3,691</td>
<td>798</td>
<td>20,552</td>
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<tr>
<td><strong>Kid's Inc Attendance</strong></td>
<td>2,380</td>
<td>2,060</td>
<td>1,104</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>798</td>
<td>1,956</td>
<td>1,693</td>
<td>1,522</td>
</tr>
<tr>
<td><strong>TOTAL CC VISITS</strong></td>
<td>29,086</td>
<td>28,778</td>
<td>15,125</td>
<td>0</td>
<td>0</td>
<td>2,605</td>
<td>1,425</td>
<td>333</td>
<td>4,665</td>
<td>13,682</td>
<td>17,786</td>
<td>16,072</td>
<td>129,557</td>
</tr>
</tbody>
</table>

Computer lab attendance isn't included in total as they are accounted for in CC attendance.

All community centers and enters gyms were closed in April and May due to the COVID-19 pandemic.
### City of Sioux Falls Golf Courses
#### Income Statement
**November 30, 2020**

<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>
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</thead>
<tbody>
<tr>
<td><strong>Rounds Played</strong></td>
<td>404</td>
<td>1,811</td>
<td>-</td>
<td>2,215</td>
<td>-</td>
<td>905</td>
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<tr>
<td><strong>Revenues</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Greens Fees</td>
<td>2,135</td>
<td>12,353</td>
<td>-</td>
<td>14,488</td>
<td>-</td>
<td>5,389</td>
</tr>
<tr>
<td>Pro Shop</td>
<td>10,142</td>
<td>9,664</td>
<td>265</td>
<td>20,991</td>
<td>4,060</td>
<td>5,505</td>
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<tr>
<td>Driving Range</td>
<td>793</td>
<td>770</td>
<td>-</td>
<td>1,553</td>
<td>-</td>
<td>297</td>
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<tr>
<td>Carts</td>
<td>4,560</td>
<td>10,665</td>
<td>-</td>
<td>12,615</td>
<td>1,000</td>
<td>6,478</td>
</tr>
<tr>
<td>Food &amp; Beverage</td>
<td>1,371</td>
<td>3,704</td>
<td>-</td>
<td>5,075</td>
<td>1,173</td>
<td>2,591</td>
</tr>
<tr>
<td>Annual Passes</td>
<td>382</td>
<td>-</td>
<td>-</td>
<td>382</td>
<td>-</td>
<td>978</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>17,262</td>
<td>36,575</td>
<td>985</td>
<td>55,003</td>
<td>6,233</td>
<td>21,338</td>
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<tr>
<td><strong>Cost of Goods Sold</strong></td>
<td>1,769</td>
<td>1,664</td>
<td>71</td>
<td>3,523</td>
<td>2,142</td>
<td>5,103</td>
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<tr>
<td>Merchandise</td>
<td>1,247</td>
<td>399</td>
<td>-</td>
<td>1,636</td>
<td>306</td>
<td>1,409</td>
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<tr>
<td>Food &amp; Beverage</td>
<td>3,035</td>
<td>1,073</td>
<td>71</td>
<td>5,679</td>
<td>2,448</td>
<td>6,512</td>
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<tr>
<td><strong>Gross Profit</strong></td>
<td>14,226</td>
<td>34,784</td>
<td>914</td>
<td>49,924</td>
<td>3,785</td>
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</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td>10,114</td>
<td>9,406</td>
<td>101</td>
<td>19,621</td>
<td>23,083</td>
<td>17,389</td>
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<tr>
<td>Pro Shop</td>
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<td>-</td>
<td>-</td>
<td>4,193</td>
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<td>1,483</td>
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<tr>
<td>Driving Range</td>
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<td>6,303</td>
<td>68,560</td>
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<td>54,352</td>
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<td>Course Maintenance</td>
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<td>2,441</td>
<td>327</td>
<td>6,680</td>
<td>6,507</td>
<td>6,413</td>
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<tr>
<td>Food &amp; Beverage</td>
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<td>18,716</td>
<td>5,551</td>
<td>45,100</td>
<td>46,503</td>
<td>45,254</td>
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<tr>
<td>General &amp; Administration</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>200</td>
<td>183</td>
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<tr>
<td>Membership</td>
<td>64,460</td>
<td>67,412</td>
<td>12,281</td>
<td>144,153</td>
<td>134,929</td>
<td>125,974</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>(59,233)</td>
<td>(32,629)</td>
<td>(11,267)</td>
<td>(94,229)</td>
<td>(131,144)</td>
<td>(110,248)</td>
</tr>
<tr>
<td><strong>EBITDA</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Depreciation</td>
<td>(6,070)</td>
<td>(9,150)</td>
<td>(1,694)</td>
<td>(16,915)</td>
<td>(14,050)</td>
<td>(9,883)</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>(185)</td>
<td>-</td>
<td>(185)</td>
<td>(600)</td>
<td>-</td>
<td>(3,552)</td>
</tr>
<tr>
<td>Gain/Loss on Sale of Asset</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Income/Expense</td>
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<td>-</td>
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<td>154,717</td>
<td>408,204</td>
<td>296,487</td>
<td>227,468</td>
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