

Notice of Hearing: \_\_\_\_\_  
Date of Hearing: \_\_\_\_\_  
Date Adopted: \_\_\_\_\_  
Date Published: \_\_\_\_\_  
Date Effective: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A GRANT OF EASEMENT FOR ARC OF DREAMS SCULPTURE.

WHEREAS, the Parks and Recreation Board met on August 15, 2017, to consider the erection of the work of art known as "Arc of Dreams Sculpture" within any park or parkway under the control of the Board pursuant to SDCL 9-38-35; and

WHEREAS, the Parks and Recreation Board recommended approval of the erection of the work of art known as "Arc of Dreams Sculpture" pursuant to SDCL 9-38-35; and

WHEREAS, the Visual Arts Commission met on August 15, 2017, and recommended approval of the placement of the work of art known as "Arc of Dreams Sculpture" as contemplated in the "Grant of Easement for Arc of Dreams Sculpture";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SIOUX FALLS, SD:

Section 1. That it approves a document titled "Grant of Easement for Arc of Dreams Sculpture," being an easement granted to SculptureWalk, Inc., for installation, inspection, repair, and maintenance of a sculpture over and across City property. The easement is attached hereto and hereby made part of this Resolution as if set out in full.

Section 2. That the Grant of Easement for Arc of Dreams is authorized pursuant to 9-38-35.

Section 3. That the Mayor is authorized to sign on behalf of the City the attached Grant of Easement for Arc of Dreams Sculpture and any and all other documents that may be necessary to grant the easement as contemplated therein.

Section 4. That the City shall publish this Resolution, without attachments, after its passage. The attachments are on file and available for inspection in the office of the City Clerk.

Date adopted: \_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CITY USE ONLY	
Agreement No. _____	Dept. No. and MOU <u>                    </u>
P.O. No. _____	Attorney _____
CIP No. _____	Finance _____
Project _____	City Engineer _____ 000

### GRANT OF EASEMENT FOR ARC OF DREAMS SCULPTURE

THIS GRANT OF EASEMENT is made between the undersigned, CITY OF SIOUX FALLS, SD, hereinafter called "Grantor", and SculptureWalk, Inc., hereinafter called "Grantee", with a principal address of 300 South Phillips Avenue, Suite #L104, Sioux Falls, SD 57104,

NOW, THEREFORE, in consideration of the construction and maintenance of the Arc of Dreams sculpture by the Grantee, the Grantor hereby grants to Grantee a perpetual easement with the right, privilege and authority to construct, install, inspect, repair, and maintain a sculpture over and across the following legally described real estate in Minnehaha County, South Dakota:

Lots 1 & 2 in Tract 16 of County Auditor's Subdivision in the SW1/4 of Section 16-T101N-R49W of the 5th P.M., Minnehaha County, South Dakota, as shown in Exhibit A, attached to and made part of this easement, (hereinafter called "Easement Area").

This grant is subject to the following conditions:

1. The Arc of Dreams sculpture shall be constructed in a good and workmanlike manner, and all disturbed area, if any, shall be restored to its original condition insofar as is practical. Grantee and assigns upon reasonable notice shall have the right to reasonably access the Easement Area and sculpture over and across the Easement Area for the sole purpose of exercising the rights expressly granted herein, provided that the use of said access and temporary working space rights shall not unreasonably interfere with any structures or improvements located on Grantor's property.
  
2. Grantee hereby expressly agrees to defend, indemnify and hold harmless the Grantor from any and all bodily injury to or death of persons or damage to property or any other claims, liabilities, defense, or other costs or expenses (including attorneys' fees) arising out of, resulting from, or in any way related to, or in connection with, or as a result or consequence of the acts or omissions, default or negligence, of Grantee, or its employees and assigns, arising out of use of this

easement agreement, and construction or maintenance of Grantee's sculpture within the above-described Easement Area. The Grantee's obligations in this section shall survive any termination or expiration of this easement agreement.

3. Grantee shall obtain at its own cost and expense, and keep in full force and effect, during the term of this easement, a commercial general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the City against any and all claims for bodily injury, death or property damage arising directly or indirectly from Grantee's use of the Easement Area. Such policy or policies shall name the City as an additional insured. The policy or policies required hereunder shall be issued by insurance companies qualified to do business in the state of South Dakota and such policy or policies shall provide at least twenty (20) days' notice to the City before cancellation or material modification. Grantee shall deliver to the City certificates of such insurance evidencing the coverage in force as of the commencement date of this easement, as well as any replacement certificates issued during the term of this easement.
4. Grantor reserves the right to construct and maintain structures and improvements over, under, and upon the Easement Area, such as, but not limited to a sanitary sewer, storm water drainage improvements, concrete sidewalks, ornamental light poles, underground water lines and sprinklers, underground electrical wires, ornamental trees, landscaping improvements, shrubs, and rock features. Grantee and assigns will protect structures and improvements when working within the Easement Area and/or adjoining area on either side of the Easement Area.
5. Grantee is solely responsible for all costs associated with constructing, installing, inspecting, repairing, and maintaining the Arc of Dreams sculpture. The rights granted herein may be exercised at any time subsequent to the execution of this document and said rights shall continue until such time as Grantee has notified Grantor that Grantee has abandoned and relinquishes its easement rights. Following such notification by Grantee, Grantor may require by written notification that Grantee remove the sculpture from the Easement Area at Grantee's expense and Grantee shall deliver a recordable release of easement.
6. Grantee shall maintain a \$50,000.00 maintenance fund in a deposit account at a qualified banking institution for the purposes of funding the inspections, repairs and maintenance of the Arc of Dreams sculpture, donor wall and landscaping elements. Grantee shall contribute to the maintenance fund on at least an annual basis so that said fund is never less than \$50,000.00 for longer than 365 days. Grantee shall provide evidence of such fund to the satisfaction of Grantor upon request from time to time.

7. If Grantee, or its assigns, cease to properly maintain the sculpture and associated appurtenances to a level acceptable to the City of Sioux Falls, this easement can be terminated and the sculpture removed by Grantor at Grantee's sole expense. Additionally, Grantor shall have the right to terminate this easement and remove the sculpture at Grantee's sole expense in the event Grantee ceases to exist or if the sculpture and appurtenances are deemed by Grantor to have become a public hazard. Grantee agrees to waive any and all claims against Grantor for removal and/or destruction of the sculpture and appurtenances under these conditions and agrees to defend, indemnify and hold harmless the Grantor from any and all bodily injury to or death of persons or damage to property or any other claims or damages as a result of removal and/or destruction of the sculpture and appurtenances. Grantee's obligations in this section shall survive any termination or expiration of this easement agreement. In the event the sculpture will be removed by Grantor, Grantee assigns to Grantor any and all interest in its right to remove the sculpture or replacement sculpture as set forth in paragraph 15 entitled, "Sculpture Removal Rights" of Sculpture Location Easement Agreement entered into by Raven Industries, Inc., Cherapa Place LLC and SculptureWalk, Inc. dated the 22nd day of December, 2016, and recorded on February 22, 2017 at 10:45 in Book 283 of Misc. on Page 755, without further action of law or consent of Grantee.
8. It is agreed by all parties that in the event Grantor decides to redevelop the above described real property, the parties will work together in good faith to relocate the sculpture and associated appurtenances.
9. Grantee provide Grantor an executed original copy of the Waiver of Rights Pursuant to the Visual Artists Rights Act by the author of the work known as, "The Arc of Dreams" sculpture attached hereto and incorporated herein by this reference.
10. This grant of easement shall not constitute a waiver of any building code or ordinance or other Federal or State law. Grantee shall comply with all applicable local, State and Federal laws in performing its obligations under this easement agreement.
11. Sioux Falls City Council approval of this agreement is required and has been obtained.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF SIOUX FALLS

SculptureWalk, Inc.

By: \_\_\_\_\_  
Its: Mayor

Acknowledges and accepts the  
conditions of this grant  
on the 12<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
Attest: City Clerk

By: J. Clark  
Its: Director

(Acknowledgements on next page)

STATE OF SOUTH DAKOTA )  
  )SS  
COUNTY OF MINNEHAHA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared Mike T. Huether, who acknowledged himself to be the Mayor of the City of Sioux Falls, and that he, as Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City by himself as Mayor.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public—State of South Dakota

My Commission Expires: \_\_\_\_\_

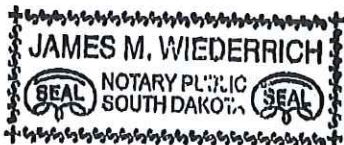
STATE OF South Dakota )  
  )SS  
COUNTY OF Minnehaha )

On this the 12<sup>th</sup> day of July, 2017, before me the undersigned notary public, personally appeared Jim Clark, who acknowledged himself/~~her~~ to be the Director, of SculptureWalk, Inc., a corporation, and that he/~~she~~, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/~~herself~~ as such officer.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

James M. Wiederrich  
Notary Public  
My Commission Expires: \_\_\_\_\_



My Commission Expires June 12, 2022

# EXHIBIT A

B1

SCALE: 1" = 20'

LOT 2 OF TRACT 16  
CO. AUD. SUB. OF SW1/4 16-101-49

ARC OF DREAMS  
SCULPTURE

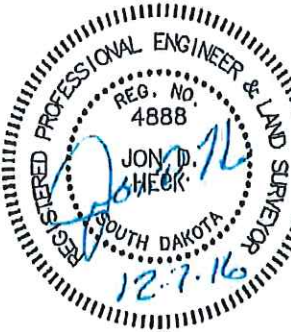
PERMANENT EASEMENT TO RUN  
PARALLEL TO AND 10' EITHER SIDE  
OF THE CENTER LINE OF THE  
SCULPTURE AS CONSTRUCTED.  
PERMANENT EASEMENT FOR  
LOT 1 IS 940± S.F.  
PERMANENT EASEMENT FOR LOT  
2 IS 47± S.F.

PERMANENT EASEMENT  
FOR SCULPTURE

PEDESTRIAN BRIDGE

SCULPTURE BASE

TRACT 1 (EX LOT A)  
SCHERSCHLIG ADDN.



OWNER: CITY OF SIOUX FALLS BUDGET & OPERATIONS		PARCEL ADDRESSES: 244 E. 8TH ST. SIOUX FALLS, SD 57104	PARCEL LEGAL DESCRIPTION: LOTS 1 & 2 OF TRACT 16 CO. AUD. SUB. OF SW1/4 16-101-49, SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA
DR: JDH	DATE: 12/07/10	<b>GOLDSMITH HECK</b> ENGINEERS, INC. 521 N. Bismarck Ave., Suite 1 • Sioux Falls, SD 57110 • Ph: 605.332.6885	THE ARC OF DREAMS SITE IMPROVEMENTS AND SCULPTURE PLACEMENT SIOUX FALLS, SOUTH DAKOTA
DSGN:	12/07/16		EXHIBIT A - PERMANENT EASEMENT
APPR: JDH	12/07/10		File Name: arcid/arcms/boolego Project No.: 215285 Sheet No.: 1 of 1

## Waiver of Rights Pursuant to the Visual Artists Rights Act

I, Dale C. Lamphere, have prepared designs for the following artwork:

The Arc of Dreams

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to provide a limited waiver of the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

### STATUTORY PROVISIONS

#### **17 U.S.C. §106A—Rights of certain authors to attribution and integrity.**

- (a) Rights of Attribution and Integrity.  
Subject to Section 107 and independent of the exclusive rights provided in Section 106, the author of a work of visual art:
- (1) Shall have the right:
    - (A) To claim authorship of that work, and
    - (B) To prevent the use of his or her name as the author of any work of visual art which he or she did not create.
  - (2) Shall have the right to prevent the use of his or her name as the author of the work of visual art in the event of a distortion, mutilation, or other modification of the work which would be prejudicial to his or her honor or reputation; and
  - (3) Subject to the limitations set forth in Section 113(d), shall have the right:
    - (A) To prevent any intentional distortion, mutilation, or other modification of that work which would be prejudicial to his or her honor or reputation, and any intentional distortion, mutilation, or modification of that work is a violation of that right, and
    - (B) To prevent any destruction of a work of recognized stature, and any intentional or grossly negligent destruction of that work is a violation of that right.

#### **17 U.S.C. §106A(e)(1)—Transfer and waiver.**

The rights conferred by subsection (a) may not be transferred, but those rights may be waived if the author expressly agrees to such waiver in a written instrument signed by



the author. Such instrument shall specifically identify the work, and uses of that work, to which the waiver applies, and the waiver shall apply only to the work and uses so identified. In the case of a joint work prepared by two or more authors, a waiver of rights under this paragraph made by one such author waives such rights for all such authors.

WAIVER

As author of the above-described work, I hereby permanently waive my rights pursuant to 17 U.S.C. §108A(a)(3) to prevent any relocation of the work for any reason, or destruction of that work for the reason the maintenance or repair of the work would be cost prohibitive in light of the expenses to be incurred and the resources available to fund the maintenance and repairs undertaken. This waiver does not extend to the rights of attribution conferred by 17 U.S.C. §108A(a)(1) or §108A(a)(2).

Date: June 20, 2017

Dale C. Lamphere  
Print Name of Artist

[Signature]  
Signature of Artist

STATE OF SOUTH DAKOTA )  
  )SS  
COUNTY OF MEADE )

On this 20 day of June, 2017, before me, Sarah J Gouldin, the undersigned officer, personally appeared Dale C. Lamphere, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he or she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Sarah J Gouldin  
(SEAL) Notary Public -- State of SD  
My Commission Expires: 8-11-20

Prepared by: City of Sioux Falls  
224 West Ninth Street  
P.O. Box 7402  
Sioux Falls, SD 57117-7402  
Phone: 605-367-8601  
S:ASIREIRERFIRERF1725.doc

RF	CITY USE ONLY	
Agreement No. <u>16-3535</u>	Dept. No. and MOU <u>[Signature]</u>	
P.O. No. _____	Attorney <u>[Signature]</u>	
CIP No. <u>na</u>	Finance <u>[Signature]</u>	
Project <u>11</u>	City Engineer <u>[Signature]</u>	

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT FOR THE  
CONSTRUCTION OF THE ARC OF DREAMS PROJECT**

THE CITY OF SIOUX FALLS, South Dakota (City), as owner of real property located in Sioux Falls, South Dakota, as follows:

Lot 1 in Tract 16 of County Auditor's Subdivision in the SW1/4 of Section 16-T101N-R49W of the 5th P.M., Minnehaha County, South Dakota, as defined by Exhibit A, attached to and made part of this grant of temporary construction easement.

in consideration of the needs of a staging area for construction of footings and foundation of its Arc of Dreams sculpture on adjoining land owned by Cherapa Place, LLC, the City hereby grants a temporary construction easement area over and upon the above-described real estate shown as easement area in Exhibit A, attached to and made part of this easement, to SculptureWalk, Inc. for use as a staging area.

This grant is subject to the following conditions:

1. All of the area defined by Exhibit A as temporary construction easement area is authorized to be used by SculptureWalk, Inc., its agents, contractors, and employees for the purposes of a staging area for the needs of construction of footings and foundation of its Arc of Dreams sculpture.
2. SculptureWalk, Inc. hereby expressly agrees to indemnify and hold harmless the City from any and all damages to persons or property or any other claims, liabilities, defense, or other costs or expenses (including attorneys' fees) resulting from the acts or omissions, default or negligence, of SculptureWalk, Inc. or its employees arising out of use of the temporary easement area.
3. SculptureWalk, Inc., its contractors and any and all subcontractors (hereinafter contractors) shall obtain at their own cost and expense, and keep in full force and effect, during the term of their access upon the Site, a comprehensive general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the City against any and all claims

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for bodily injury, death or property damage arising directly or indirectly from SculptureWalk, Inc.'s use of the Property. Such policy or policies shall name the City as an additional insured. The policy or policies required hereunder shall be issued by insurance companies qualified to do business in the state of South Dakota and such policy or policies shall provide at least twenty (20) days' notice to the City before cancellation or material modification. SculptureWalk, Inc. has delivered to the City a certificate of such insurance evidencing the coverage in force, attached as Exhibit B. SculptureWalk, Inc. will also provide to the City any replacement certificates issued during the term of this easement.

4. SculptureWalk, Inc. will be responsible for all costs in restoring impacts to the staging area and adjacent public right-of-way to the satisfaction of City Parks & Recreation Department staff. City Parks & Recreation Department staff will be contacted by SculptureWalk, Inc. when work is completed for final review and acceptance.
5. SculptureWalk, Inc. agents, contractors, and employees may enter upon the above-described property upon approval of this easement by the City. This easement shall be effective until completion of the project or until June 30, 2018, whichever is first to occur.
6. The City will not record this document at the Minnehaha County Register of Deeds Office.

Dated this 31 day of oct, 2016.

CITY OF SIOUX FALLS

SculptureWalk, Inc.

By: \_\_\_\_\_  
Its: Mayor

Acknowledges and accepts the conditions of this grant of temporary construction easement on the 2nd day of NOVEMBER, 2016

[Signature]  
Attest: City Clerk



By: [Signature]  
Its: DIRECTOR

STATE OF South Dakota )  
  ) SS  
COUNTY OF Minnehaha )

On this the 2nd day of November, 2016, before me the undersigned notary public, personally appeared Jim Clark, who acknowledged himself/herself to be the Director, of SculptureWalk, Inc., a corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

In witness whereof, I hereunto set my hand and official seal.

[Notary Seal]

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

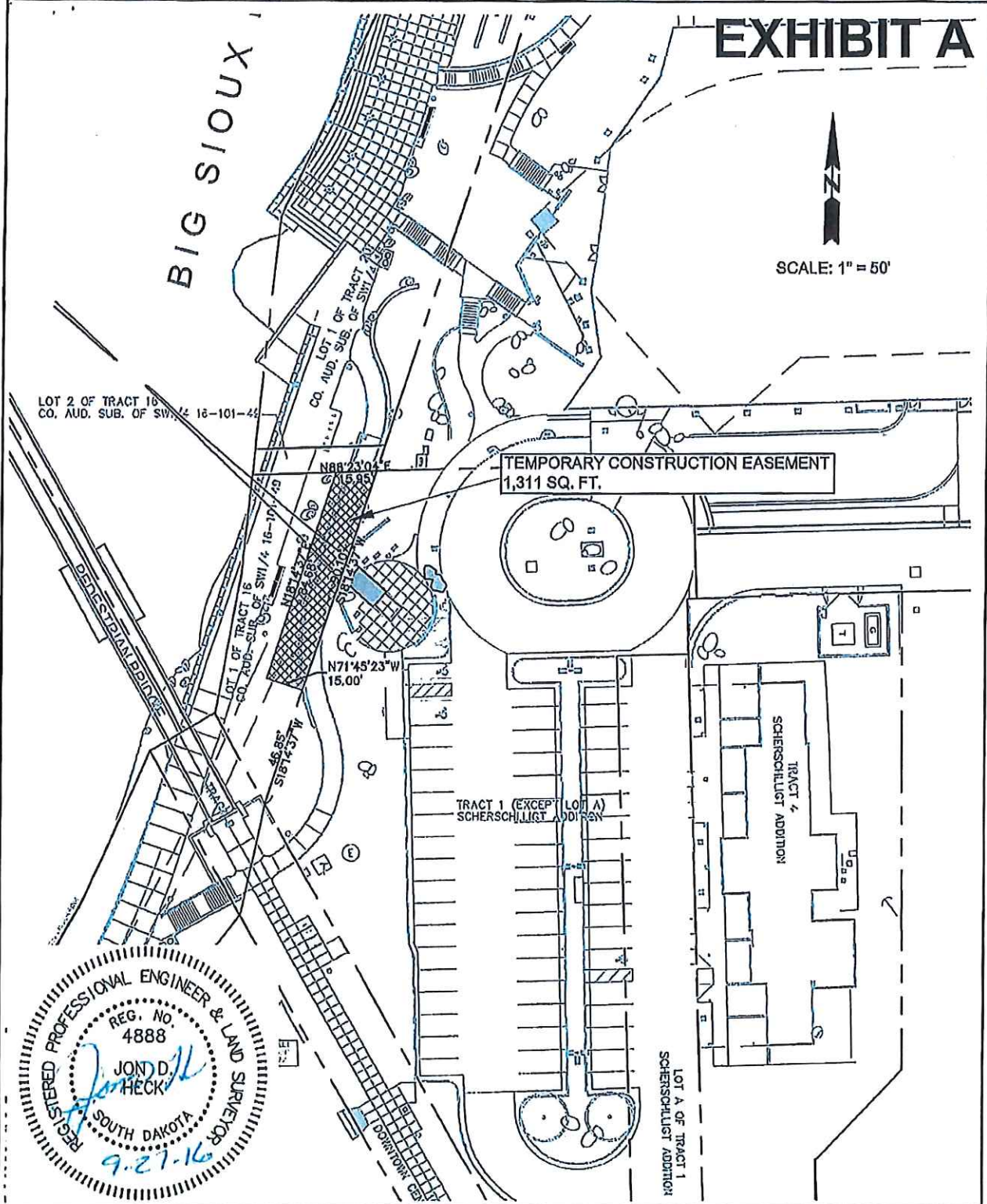
My Commission Expires August 21, 2017



# EXHIBIT A



SCALE: 1" = 50'



<b>OWNER:</b> CITY OF SIOUX FALLS BUDGET & OPERATIONS		<b>PARCEL ADDRESSES:</b> 244 E. 8TH ST. SIOUX FALLS, SD 57104		<b>PARCEL LEGAL DESCRIPTION:</b> LOT 1 TRACT 16 CO. AUDITORS SUBDIVISION SW 1/4 SEC. 16, T101N, R49W, 5TH P.M. MINNEHAHA COUNTY, SOUTH DAKOTA	
<b>DR:</b> EJM	<b>DATE:</b> 8/17/18	 <b>GOLDSMITH HECK</b> ENGINEERS, INC. 524 N. Sycamore Ave., Suite 1 • Sioux Falls, SD 57110 • Ph: 605.332.8885	<b>THE ARC OF DREAMS</b> SITE IMPROVEMENTS AND SCULPTURE PLACEMENT SIOUX FALLS, SOUTH DAKOTA EXHIBIT A - TEMPORARY CONSTRUCTION EASEMENT		File Name: arcadreams08eloopa Project No.: 215205 Sheet No.: 1 of 1
<b>DSGN:</b> EJM	<b>DATE:</b> 8/17/18				
<b>APPR:</b> JOH	<b>DATE:</b> 8/17/18				



SCULP-1 OP ID: JM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McKinneyOlson Insurance P. O. Box 89727 Sioux Falls, SD 57109-1010 Bernie DeWald	CONTACT NAME: Jean Miller PHONE (AG, No, Ext): 605-335-7777 FAX (AG, No): 605-339-3400 E-MAIL ADDRESS: JeanM@mcKinneyOlson.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED SculptureWalk, Inc. 300 S Phillips Ave Ste 104 Sioux Falls, SD 57104	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	KODC SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	77608384	02/14/2016	02/14/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV BAJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Eq accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEE <input type="checkbox"/> RETENTION \$					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Holder is named Additional insured in regards to liability.

CERTIFICATE HOLDER City of Sioux Falls PO Box 7402 Sioux Falls, SD 57117	CITY-SF	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Exhibit B

**RF** **CITY USE ONLY**

Agreement No. _____	Dept. No. and MOU <u>    </u>
P.O. No. _____	Attorney _____
CIP No. _____	Finance _____
Project _____	City Engineer _____

### ADDENDUM TO EASEMENT

This is an addendum to the Grant of Temporary Construction Easement for the construction of the Arc of Dreams Project granted over the following property:

Lot 1 in Tract 16 of County Auditor's Subdivision in the SW1/4 of Section 16-T101N-R49W of the 5<sup>th</sup> P.M., Minnehaha County, South Dakota

The City and SculptureWalk, Inc. agree to extend the completion date from June 30, 2018, to September 30, 2018.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF SIOUX FALLS

SCULPTURE WALK, INC.

By: \_\_\_\_\_  
Its: Mayor

Acknowledges and accepts the conditions of this addendum to easement on this 20th day of July, 2017

Attest: City Clerk

By: Jim Clark  
Its: Director

STATE OF South Dakota )  
                                      )SS  
COUNTY OF Minnehaha )

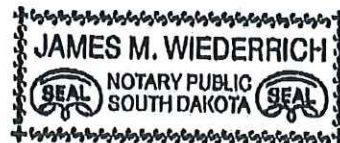
On this the 20th day of July, 2017, before me the undersigned notary public, personally appeared Jim Clark, who acknowledged himself/herself to be the Director, of SCULPTURE WALK, INC., a corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing Instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires June 12, 2022

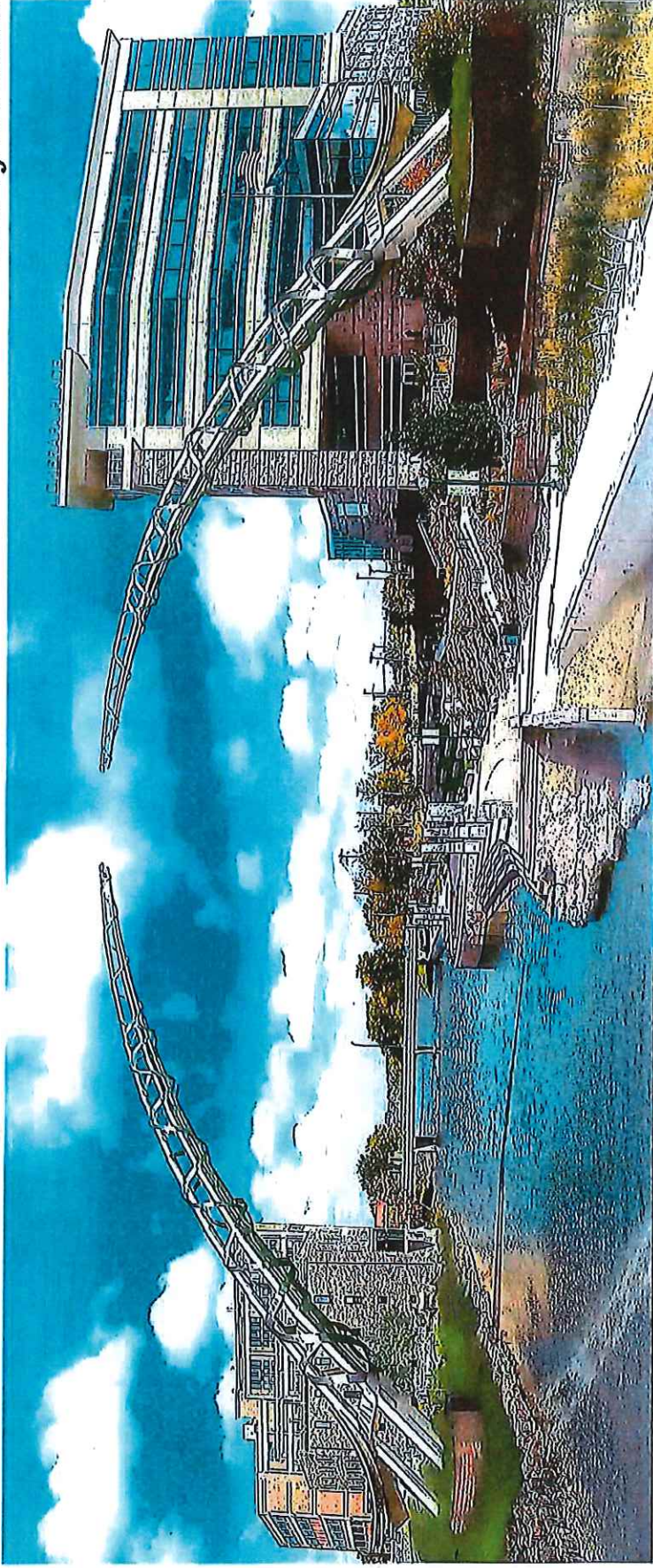
James M. Wiederrich  
Notary Public  
My Commission Expires: \_\_\_\_\_

[Notary Seal]



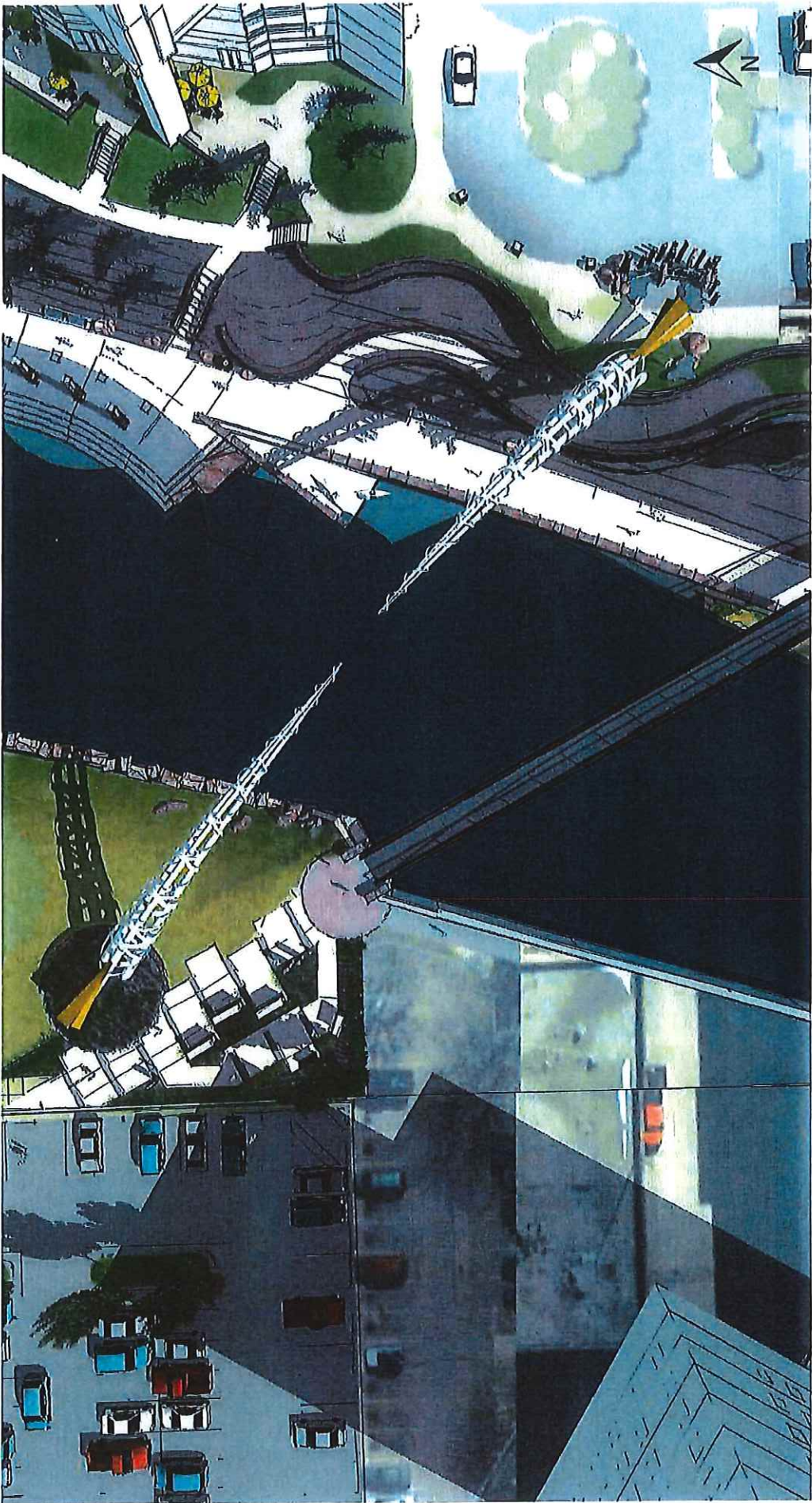
(02691459.1) Prepared by: \_\_\_\_\_ City of Sioux Falls  
224 West Ninth Street  
P.O. Box 7402  
Sioux Falls, SD 57117-7402  
Phone: (605) 367-8601

*Arc of Dreams*

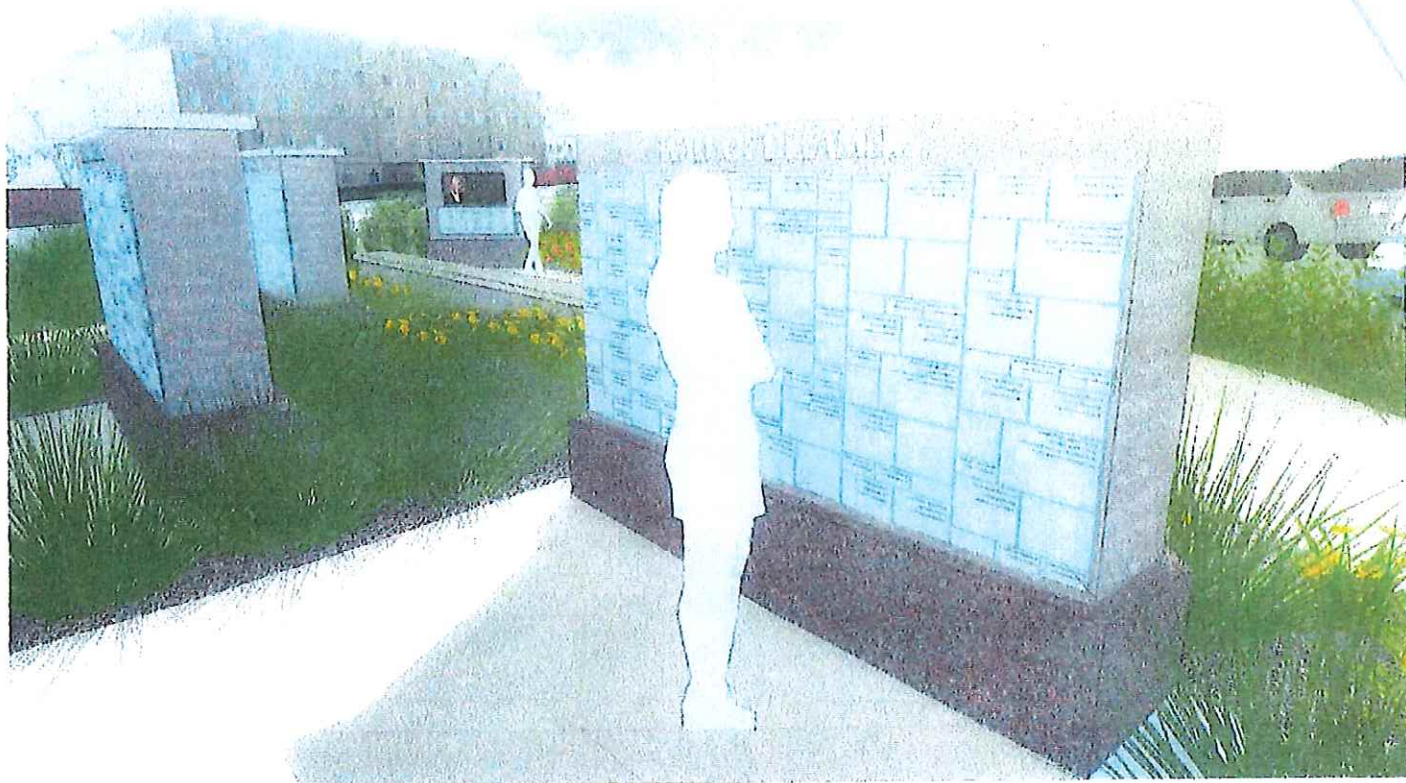


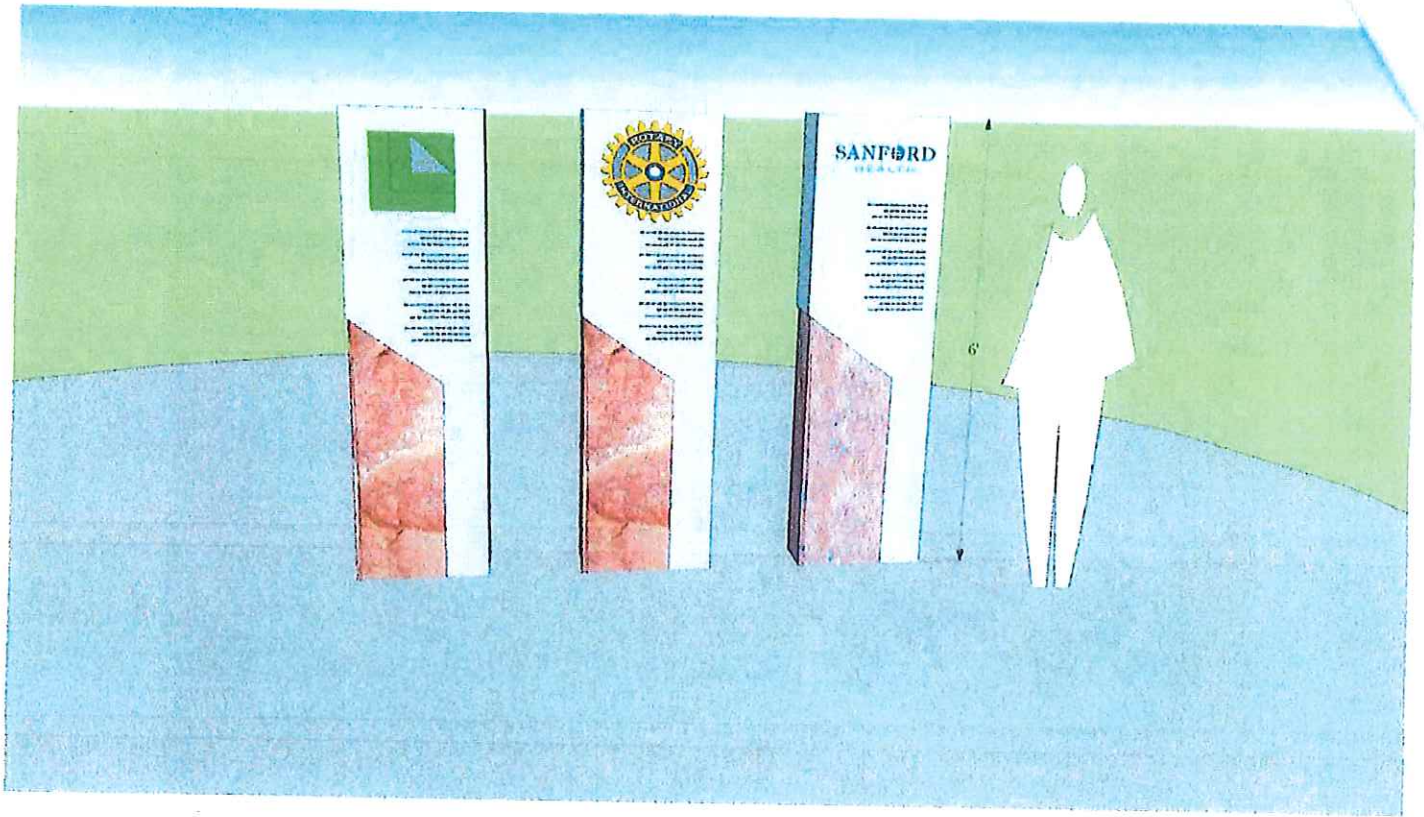
©Sioux Falls Sculpture Walk











To the Visual Arts Commission  
City of Sioux Falls  
Sioux Falls, SD 57117

Visual Arts Commission  
Public Art Presentation Form  
City of Sioux Falls



Presenter's Name(e) Jim Clark Date 8.4.2017  
If applicable, Donor Name(e) \_\_\_\_\_ Date \_\_\_\_\_  
Contact Person Name Jim Clark Date \_\_\_\_\_  
Address 305 S. Phillips Ave #1104 Sioux Falls SD 57104  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone (h) \_\_\_\_\_ (w) \_\_\_\_\_ (Cell) 605.538.8102  
Email sculptureworks@gmail.com  
Artist Name Dale Lamphier Date \_\_\_\_\_  
Address 21079 Fort Meade Way Sturgis SD 57785  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone (h) 605.347.5776 (w) \_\_\_\_\_ (Cell) \_\_\_\_\_  
Email \_\_\_\_\_  
Artwork  
Title ARC OF DREAMS  
Height 50' Width 12' Length 30' Weight \_\_\_\_\_  
Media Stainless Approximate value \$ 100,000  
Proposed location South of Clark's Place South of Lakon Ind. Permanent  or Temporary   
If temporary, please define exact time frame \_\_\_\_\_  
Project completion time frame 7.31.2018

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

- 1) **Appropriateness**—How is the content or obvious symbolism of the proposed piece of artwork appropriate for those who will view the art, and is it within the context of the site where it will be viewed?
- 2) **Relevance**—Does the artwork seem particularly relevant to the place where it will be displayed or the public who will view it?
- 3) **Site plan**—Does the scale of the artwork fit appropriately within and complement and/or enhance the physical location where it will be placed?
- 4) **Installation and Maintenance cost**—Are there any/significant costs associated with the installation and maintenance of the artwork at the proposed site?
- 5) **Safety/security**—How will the artwork be well-protected from potential theft and vandalism, and how will it be properly secured to ensure the safety of those around the artwork?
- 6) **Visibility/Impact**—Does the proposed location offer high visibility and/or impact to the public?
- 7) **Need**—Does the organization or location where the artwork will be placed have the means and/or ability to procure artwork through other approaches? Are we serving locations and audiences deemed in greatest need?
- 8) Is this art piece being donated to the City of Sioux Falls?
- 9) Artwork concept/history/context:
- 10) Installation; e.g., responsible party, method, and equipment requirements:
- 11) Are City support services needed; e.g., utilities maintenance requirements, lighting, etc.?

Please attach Artist(s) résumé, qualifications, references:

I/we declare this art proposal is my/our original intellectual property.  
Name(s) [Signature] Date 8.4.2017

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

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

# Sioux Falls Parks and Recreation Public Art Donation Application

Date Submitted 8-4-2-17

Donor Name(s) Not a donation

Contact Person Name Jim Clark

Address 300 S. Phillips Ave. #L104

City Sioux Falls State SD Zip 57104

Telephone (Home) - (Work) - (Cell) 605-838-8102

Email sculpturewalksf@gmail.com

Artist Name Dale Lamphere

Address 21079 Fort Meade Way

City Sturgis State SD Zip 57785

Telephone (Home) 605-347-5776 (Work) - (Cell) -

Email -

Artist Title Arc of Dreams

Height 50' Width 12' Length 300' Weight -

Media Stainless Steel Approximate Value \$1,000,000

## Proposed Location

First Choice South of Cherapa Place on east side and south of Raven Industries on west side, extending over the river

Second Choice -

Third Choice -

Why is this art piece being donated to Sioux Falls Parks and Recreation?

Not being donated

## Concept/history/context:

The Arc of Dreams will be a magnificent sculpture paying tribute to dreamers of the past and present and inspiring generations of dreamers yet to come.

This sculpture will draw thousands of visitors to downtown Sioux Falls every year, you can imagine what a positive impact it will have on the people, businesses and visitors of our wonderful city.

**Who will be installing:**

Dale Lamphere, Albertson Engineering, Confluence, Fiegen Construction, LG Everist, Sweetman Concrete, SculptureWalk and lighting vendors.

**Mounting requirements:**

We will be installing the sculpture

**Landscape Plan:** Please submit information and drawings illustrating the proposed concept for landscaping the area around the art piece if applicable.

Confluence - see photo

**Maintenance requirements:**

Wash the sculpture with soap and water when necessary - every 5 to 10 years

**Comments:**

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

Please submit to:

**Director of Parks and Recreation  
Sioux Falls Parks and Recreation  
100 East Sixth Street  
Sioux Falls, SD 57104-5929**

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



**605-367-8222  
[www.siouxfalls.org/parks](http://www.siouxfalls.org/parks)**



**DRAFT MEETING MINUTES**  
**SIOUX FALLS VISUAL ARTS COMMISSION**

August 15, 2017

9:00 a.m.

Carnegie Town Hall 235 W 10<sup>th</sup> Street Sioux Falls SD

(Staff Liaison: Russ Sorenson: 367-8888)

**MEMBERS PRESENT:** Kellen Boice; Larry Ling; Ivy Oland (Chairperson); Sandra Pay;

**MEMBERS ABSENT:** Zach DeBoer - excused; Larry Crane - excused;

**OTHERS PRESENT:** Jim Clark and Paul Schiller – SculptureWalk; Shannon Ausen, Dena Knutson, Public Works Engineering; Chad Kucker- Confluence; James Unruh, HDR; Russ Sorenson - VAC Staff Liaison (City Planning Office)

**ITEM 1. CALL TO ORDER & QUORUM DETERMINATION**

Commission Chairperson, Ivy Oland, called the meeting to order at 9:05 a.m.

**ITEM 2. WELCOME & INTRODUCTIONS**

Chairperson, Ivy Oland, welcomed the Visual Arts Commissioners (VAC) and guests. Attendees and Commissioners introduced themselves.

**ITEM 3. APPROVAL OF REGULAR AGENDA – August 15, 2017, meeting**

Chairperson, Ivy Oland, asked if there were any changes to the agenda. Commissioners expressed no changes to the regular meeting agenda. Commissioner Sandra Pay made a motion to approve the regular agenda as presented. Commissioner Larry Ling seconded the motion. There were no further comments received. The motion to approve the regular agenda passed unanimously.

**ITEM 4. REVIEW & ACTION on the July 18, 2017, Meeting Minutes**

Chairperson, Ivy Oland, requested a motion to approve the July 18, 2017 meeting minutes. Commissioner Sandra Pay made a motion to approve the meeting minutes as presented. Commissioner Larry Ling seconded the motion. There were no further comments received. The motion to approve the July 18, 2017 meeting minutes passed unanimously.

**ITEM 5. REVIEW & ACTION on Sculpture Placement(s)**

- a) REVIEW and ACTION on proposed sculpture placement for Arc of Dreams as contemplated in the "Grant of Easement".

Presenter(s): Jim Clark and Paul Schiller – SculptureWalk

SculptureWalk representatives, Jim Clark and Paul Shiller, presented "Arc of Dreams" sculpture project information to the Commissioners.

Jim Clark, SculptureWalk Director, explained the "Arc of Dreams" sculpture is a tribute to past, present and future dreamers. It is meant to honor those who have come to Sioux Falls hoping to make their dream come true. It involves the construction of a massive stainless steel sculpture that will span across the Big Sioux River in downtown Sioux Falls, nearly the length of a football field, between 6th and 8th streets.

(over)



At the center of the Arc of Dreams is a 15-foot gap, 70 feet above the river, representing the leap of faith dreamers take to see their dreams come true. "*The Arc of Dreams*" is the SculptureWalk capstone, recognizing and elevating this art program to national prominence. It will become a signature piece of art for the city of Sioux Falls, helping to illustrate what we want to be ... a unique and thriving modern city on the prairie.

South Dakota sculpture artist, Dale Lamphere, is the designer and constructor for the "*Arc of Dreams*". Mr. Lamphere has completed more than 50 major commissioned sculptures. Locally, his work "Song of Creation" can be seen at the Avera Health campus in Sioux Falls, and "Tall Grass" stands outside the Washington Pavilion. Recently Mr. Lamphere completed the 50 foot tall sculpture "Dignity" that graces the Missouri River at Chamberlin, SD.

Jim Clark commented that private fundraising started three years ago and that 140 people contributed to the project. Before launching a public funding campaign, several wind tests were conducted that led to the latest design for the "*Arc of Dreams*". The "*Arc of Dreams*" new design now features two open stainless steel structures with a ribbon effect wrapped around each side. The new design still includes an 15 foot gap at the center, 70 feet above the river. The previous design featured two enclosed stainless steel structures. The Arc will have LED lighting. It is noted that several state and city agencies, local engineering and landscape firms, construction partners, attorneys, and media outlets, have all been and continue to be, involved with reviewing and providing input for the project's design, beauty, construction, and public safety.

Mr. Paul Schiller, SculptureWalk, mentioned that over the 14 year history of the Sioux Falls SculptureWalk program that he has photographed approximately 750 artworks. The "*Arc of Dreams*" represents Dream Big – Live Big spirit of Sioux Falls people and community. The "*Arc of Dreams*" will be a destination point for all Sioux Falls people and visitors. Mr. Schiller also described The Metli Plaza, an added feature to the "*Arc of Dreams*", that will be a beautiful landscape area and donor wall that anchors the western base of the Arc. He also explained that students from our local New Technology High School – will be involved with Arc of Dreams project too. New Tech serves as a model in the community, the state and beyond - of innovative public education that is based on strong partnerships and focuses on educating and inspiring students to develop 21st Century Skills. Project based learning brings relevance to learning, and the collaborative approach to education prepares students to succeed at work, college, and in a global society.

Commissioners generally expressed their enthusiasm for the "*Arc of Dreams*" project. A commissioner commented the proposed sculpture and location meet the evaluation criteria (appropriateness; relevance; artwork scale; installation and maintenance cost; safety/security; high visibility impact; and need). Other commissioners agreed.

Ivy Oland, VAC Chairperson, inquired about the time schedule for the project. Jim Clark, responded it is anticipated that site construction will begin Fall 2017, with sculpture installation completed by August 2018. Associated installation and maintenance costs will be the responsibility of SculptureWalk, and not the city.

Staff liaison Russ Sorenson, remarked that although the sculpture arc bases will be physically located on private properties (Ravens Industries on the west and Cherapa on the east), the placement of the arc that will go over the city river greenway property could be considered placement on city property or public right-of-way. SculptureWalk has submitted applications to both the Parks & Recreation Board and Visual Arts Commission for consideration. Sioux Falls SculptureWalk requests the "*Arc of Dreams*" sculpture, by Dale Lamphere, SD Sculptor, be considered favorably for placement by the City Parks and Recreation Board and Visual Arts Commission.

Commissioner Kellen Boice asked about whether the lighting upon the Arc would change colors seasonally or for special community events. Jim Clark indicated that lighting could be changed, upon request and for a fee.

There were no further comments received.

Commissioner Sandra Pay made a motion to recommend approval for the "*Arc of Dreams*" sculpture and its placement, along with the Grant of Easement for the Arc of Dreams Sculpture, as presented. Commissioner Larry Ling seconded the motion. The motion passed unanimously.

**ITEM 6. Capital Improvement Projects (CIP) Presentation & Discussion**

a) 26<sup>th</sup> Street / Southeastern Avenue / Rotary Park Project 2018 - 2020

Presenter(s): Shannon Ausen, Dena Knutson, Public Works Engineering; Chad Kucker- Confluence; and James Unruh, HDR

As a follow up to last month's VAC meeting, and presentation by Chad Huwe, City Engineer, representatives from City Public Works Engineering, and city consultants from Confluence and HDR presented a PowerPoint slide presentation about the 26<sup>th</sup> Street / Southeastern / Rotary Park Project to the Commissioners.

Shannon Ausen, Civil Engineer, Public Works Engineering, explained the project background, need, and scope of work. This project is a \$30 million dollar project that involves the Federal, State, and City government funds and is scheduled for construction in 2018-2020. The project will include elevating 26th Street approximately 25 feet over the existing railroad tracks and the Big Sioux River, and then tie back into 26th Street to the west. I-229 & 26th Street interchange will also be reconstructed as part of this traffic safety street improvement project. Existing Rotary Park, playground, restrooms and parking area, will be relocated from the east bank of the river to the west bank in 2018. The bike trail will stay where it's at today. Access and parking to Rotary Park will be moved to the west bank of the river. Massive construction will be underway in 2019 – 2020. A large concrete wall and railroad/river bridge, and a low pedestrian bridge over the river will be constructed.

Shannon Ausen mentioned that several design alternatives have been considered for the 26th Street & Southeastern Avenue intersection. Design and development options were presented to Parks & Recreation last Fall for their consideration. She commented there is no specified budget for bridge project aesthetics. Although preferred design options have been selected, the wall and bridge aesthetic features for the project lend themselves well for public art integration opportunities for the VAC to provide input.

Chad Kucker, Landscape Architect for Confluence, and James Unruh, HDR, presented a PowerPoint slide presentation that depicts various project options and opportunities for public art integration considerations.

Options and opportunities considered include:

- 26<sup>th</sup> Street Bridge retaining walls and associated panels
  - Option 1 - water wave texture on panels (*preferred option by Parks & Recreation*)  
Custom carved panels and unique to Sioux Falls;  
River is the inspiration for water wave texture;
  - Option 2 – cobble stone texture pattern on panels
  - Option 3 – colored ashlar stone pattern on panels  
Smooth surface
  - Options 4 – motif grass texture pattern  
Custom carved panels  
Prairie grass stems
- Bridge Piers – "T's" and Columns
  - Water wave texture
  - Cobble stone texture
  - Colored ashlar stone texture
  - Motif grass texture

Variable heights of the bridge pier abutments – a challenge;
- Railings
  - Bump outs /alcoves on bridge would provide a shared use path, pedestrian safety, and river overlook points; break up the structural bridge mass; and be lighted.
  - Enhances pedestrian and bicyclist experience over the river

(over)

- o Railing aesthetics
  - Interior barrier serves as a traffic barrier and needs to meet SDDOT standards.
  - Railing – exterior pedestrian railing is wire mesh option, with the aesthetic pattern imprint to match selected panel textures for the wall & piers.

Shannon Ausen commented that bridge lighting is very important for this project. Electrical needs to be out of the floodway. No ground lighting along the bike trail, but fixtures are planned to be placed at the top of wall panels with light directed downward.

Chairperson, Ivy Oland, agreed that lighting is important and that it can be dramatic and help with public safety. She also inquired about viewing angles, and if any consideration has been given to what the underside of the bridge would look like for pedestrians, bicyclists, canoers, and kayakers. Shannon Ausen responded that was a good question and the bridge would be considerably higher than it is today and it would be harder to see the underside of the bridge but the TEAM would discuss further to see if anything can be added to the project. She also mentioned the bike trail is the primary view. Another important viewshed is for vehicles traveling eastbound on 26<sup>th</sup> Street.

Commissioner, Kellen Boice, inquired about maintenance and graffiti cleaning for the bridge wall panels and piers. Shannon Ausen indicated that a special surface coating would be applied to the exposed areas of the bridge. The public's eyes, especially from users - motorists, pedestrians, bicyclists, canoers, and kayakers - are needed to assist with reporting graffiti to police.

Shannon Ausen stated that this project has been well received due to more than 500 persons attending various project meetings, and providing their citizen input. There was no input received from the public at this VAC meeting.

Commissioners expressed their general support for the water wavy pattern for the wall panels. For the piers ("T's" and columns), no specific recommendations were provided by the VAC due to time constraints. Chairperson, Ivy Oland, inquired about the possibility of the VAC establishing a small subcommittee to have a follow up meeting with Public Works Engineering and city consultants with the intent to build on the design direction that you are already heading, and to provide input that may help to further refine or develop the final concepts for the bridge project aesthetics. Shannon Ausen indicated their TEAM is open meet with the VAC's subcommittee in the near future. Chairperson, Ivy Oland will contact Shannon Ausen to coordinate the meeting time and location. No further action taken on this discussion item.

Commissioners sincerely thanked Public Works Engineering and city consultants – Confluence and HDR – for their informative and detailed presentation about the 26th Street / Southeastern / Rotary Park Project. The Public Works Engineering and city consultant TEAM were highly commended for their good work efforts to consider and integrate aesthetics that are attractive and functional for this project.

**ITEM 7. SIOUX FALLS ARTS COUNCIL UPDATES - (Sandra Pay, Sioux Falls Arts Council representative)**

- a) Cultural Plan Implementation  
No monthly report was presented.
- b) Other? - None.

Staff Note:

Link to Sioux Falls Arts Council <http://www.artssiouxfalls.org/>  
 Link to Cultural Plan <http://www.artssiouxfalls.org/cultural-plan/>

**ITEM 8. VISUAL ARTS COMMISSION PROJECT UPDATES**

- a. PUBLIC ART INTEGRATION – Strategic Planning Session by Subcommittee – (Commissioners Aleta Branson, Larry Crane, Zach DeBoer)

Russ Sorenson suggested to the Commissioners the next VAC Work Session VI meeting be scheduled for Wednesday, September 13, 2017, 5:30 pm – 7:30 pm. Work Session meeting location is to be determined.

No input from the public was received, and no further action was taken by the Commission on this agenda item.

- b. WEBSITE UPDATES – Completed

**ITEM 9. PUBLIC INPUT**

No input from the public was received.

**ITEM 10. OTHER BUSINESS**

No further business was presented or discussed.

**ITEM 11. ANNOUNCEMENTS**

**NEXT MEETING – Tuesday, September 19, 2017 at 9:00 a.m., Carnegie Town Hall, 235 W 10<sup>th</sup> Street**

**ITEM 12. ADJOURNMENT**

With no further business, the meeting adjourned at approximately 10:25 a.m.

HANDOUTS – August 15, 2017 Meeting

- o August 15, 2017 Agenda
- o Meeting Minutes for July 18, 2017 Regular Meeting
- o Sculpture Placements: Arc of Dreams
- o 26<sup>th</sup> Street & Southeastern Avenue / Rotary Park Project – Opportunities for Incorporating Potential Artistic Design Elements and/or Visual Art
- o Public Art Integration

Unofficial minutes to be approved at the September 26, 2017 meeting

August 15, 2017

A REGULAR MEETING OF THE SIOUX FALLS PARKS AND RECREATION BOARD was held on Tuesday, August 15, 2017, at 4 p.m., at the Great Plains Zoo & Delbridge Museum.

**Roll Call and Determination of Quorum**

Members present: Patti Abdallah, Lorrae Lindquist, Ann Nachtigal, Jim Stavenger, and Jason Reisdorfer

Members absent: Mark Steinborn and Todd Sundleaf

Parks and Recreation staff present: Don Kearney, Director of Parks and Recreation; Tory Miedema, Park Development Specialist; Mike Patten, Park Development Specialist; and Kelby Mieras, Operations Manager

Others present: Jim Clark, Arc of Dreams; Paul Schiller, Arc of Dreams; Kylie Breems, Great Plains Zoo; Dave Haan, Great Plains Zoo; Karen Leonard, City Attorney's Office

Attendees were informed that a public information packet was provided at the back table.

**Approval of Minutes (July 18, 2017)**

A motion was made to approve the minutes of the July 18, 2017, regular meeting. The motion to approve the minutes passed unanimously, with all present board members voting yes.

**Public Input**

No public input

**Report of Standing Committees**

For committee reports, Reisdorfer reported that the Marketing and Public Needs Committee discussed all items on the agenda. Abdallah reported that the Park System Planning and Development Committee discussed all the items on the agenda, as well as the Golf Course RFP, the Ice Rink Master Plan, the Recreation Manager position, the Administrative Manager position, the Falls Park West/Levitt project, and an easement request from SDN. Stavenger reported that the Partnerships and Recreation Committee discussed all the items on the agenda, as well as the Golf Course RFP, the Ice Rink Master Plan, the Recreation Manager position, the Administrative Manager position, the Falls Park West/Levitt project, and an easement request from SDN.

**Unfinished Business**

No unfinished business

**Under New Business**

- a. Arc of Dreams Public Art Placement: Patten introduced this topic by summarizing the request for recommendation of art placement on park property. Jim Clark and Paul Shiller, with SculptureWalk, provided the board with a history of the project. They also outlined responsibilities going forward in regard to installation, inspection, repair, and ongoing maintenance of the artwork. After board discussion, a motion was made to recommend placement of the Arc of Dreams

August 15, 2017

sculpture on park property. The motion was seconded and passed unanimously with all present board members voting "yes."

**Report of Director of Parks and Recreation**

- a. Skylar Smothers has been hired to be the new Recreation Manager. He is scheduled to start on September 11, 2017.
- b. The Administrative Manager position is posted and is scheduled to close on August 23, 2017.
- c. The Midco® Aquatic Center has been periodically shut down for the past few weeks to perform yearly cleaning and maintenance. The recreation side is back open, and we are currently in the process of refilling the 50 Meter Pool. The entire facility is scheduled to re-open on Monday.
- d. The golf course management RFP process is going well. Eight of nine firms that expressed an interest attended the preproposal meeting.
- e. The 2017 Playground Replacement project is nearing completion. The project replaced structures and surfacing at Meldrum Park, Tuthill Park, Bakker Park, and Kuehn Park. The project is scheduled to be fully complete on Friday.

**Items Added After the Agenda Deadline**

None

There being no further business, a motion was made to adjourn. Motion passed unanimously; meeting adjourned.

\_\_\_\_\_  
Secretary

Approved by:

\_\_\_\_\_  
President