



## **SIOUX FALLS PARKS AND RECREATION BOARD MEETING**

Wednesday, June 17, 2026, 4 p.m.

Carnegie Town Hall

235 W 10<sup>th</sup> St, Sioux Falls, SD

The City of Sioux Falls is committed to providing access and accommodation in its services, programs, and activities. To make a request connected to a disability, please contact the Human Relations Office at 605-367-8745 or [humanrelations@siouxfalls.gov](mailto:humanrelations@siouxfalls.gov) at least 48 hours in advance of the meeting.

### **ORDER OF BUSINESS**

1. Roll call and determination of a quorum.
2. Reading, correction, and approval of the minutes of the preceding meeting.
3. Approval of the agenda.
4. Public input.

Public input will be received at this time for any items appearing on the agenda and for any other items not appearing on the agenda. Please be advised that this will be the only time public input will be received during this meeting. Each speaker will have a time limit of 3 minutes.

5. Unfinished business.
6. New business.
  - a. Conditional Gifting And Naming Agreement For Donation Of Real Property – Josh Johnson
7. Report of Director of Parks and Recreation.
  - a. Aquatics Report – April
  - b. Golf Course Report – April
8. Open Board discussion.
9. Adjournment.

Persons requiring special accommodation for participation in any programs or activities sponsored by Sioux Falls Parks and Recreation should call 605-367-8222 during regular business hours at least 48 hours prior to the event. Special needs will be accommodated whenever reasonably possible.

May 20, 2026

A REGULAR MEETING OF THE SIOUX FALLS PARKS AND RECREATION BOARD was held on Wednesday, May 20, 2026, at 4 p.m. at Carnegie Town Hall .

**Roll Call and Determination of Quorum**

Members present: Teresa Cauwels, Pam Hanneman, Mick Conlin, Angela Schoffelman, Mike Begeman & Justin Smith

Members absent: Brooke Wegener

Parks and Recreation staff present: Mike Patten, Parks Planning and Projects Manager; Josh Johnson, Park Operations Manager; Jackie Nelson, Recreation Manager; Mackenzie Songstad, City Service Technician; Juliann Van Driel, City Services Technician

Others Present: Catherine Schlimgen, City Attorney's Office; Karen Leonard, City Attorney's Office; Denise Tucker, City Clerk's office

**Approval of Minutes (April 15, 2026)**

A motion to approve the minutes was made by Begeman and seconded by Hanneman. Motion passed unanimously with all present Board members voting yes.

**Approval of Agenda**

A motion to approve the minutes was made by Smith and seconded by Conlin. Motion passed unanimously with all present Board members voting yes.

**Public Input**

None.

**Unfinished Business**

None.

**New Business**

**Conditional Gifting Agreement For A Shade Structure For The Amphitheater Located On The Downtown River Greenway:** A motion to recommend approval of the Conditional Gifting Agreement For A Shade Structure For The Amphitheater Located On The Downtown River Greenway was made by Conlin and seconded by Smith. Motion passed unanimously with all present Board members voting yes.

**Yankton Trail Easement:** A motion to recommend approval of the Yankton Trail Easement was made by Hanneman and seconded by Begeman. Motion passed unanimously with all present Board members voting yes.

**"Oculus" Sculpture by Jeffery Satter, Lions Centennial Park:** A motion to recommend approval of the "Oculus" Sculpture by Jeffery Satter, Lions Centennial Park was made by Begeman and seconded by Conlin. Motion passed unanimously with all present Board members voting yes.

**"Liten Bronshund" Little Bronze Dog, Winona Park:** A motion to recommend approval of the "Liten Bronshund" Little Bronze Dog, Winona Park was made by Conlin and seconded by Smith. Motion passed unanimously with all present Board members voting yes.

**Report of Director of Parks and Recreation:**

Mike Patten provided the Director's Report in Brett Kollars absence. Kollars is currently in Washington, D.C. with the National Parks and Recreation Association. Patten noted that there were 23,000 flowers planted this week between Mckennan Park and Tuthill Park. Patten invited recreation manager Jackie Nelson to speak about recreation activities. Nelson mentioned that the new summer activities guide is now out and Jacobson Plaza will switch to summer hours on May 21, 2026. Nelson mentioned that Elmwood Golf Course will celebrate its 100<sup>th</sup> anniversary and on June 6, 2026, there will be a community celebration. Nelson stated that the swim lesson lottery is now live. All those interested in swimming lessons will enter the lottery. There will be a seven-day window to register. Those selected in the lottery will be notified via email of the slot that they received. Nelson noted that pools open May 29, 2026, at 1pm, including Mckennan Wading Pool. Nelson stated that parks and recreation now has monthly e-newsletter. Patten invited operations manager Josh Johnson to discuss a couple large operational project. Johnson stated that Project trim is in full effect and has been in place for over 20 years and has been very successful. Johnson mentioned that CommuniTree is the 3 million dollar grant from the U.S. Forrest Service. Johnson stated that 1,200 trees have already been planted and it has been extremely successful. The goal is to plant 5,000 trees. Johnson stated that Mckennan Park had over 5,500 flower planted, Tuthill had over 7,000 flowers planted and downtown Sioux Falls had over 5,000 flowers planted. Johnson gave Dr. Brian Lindaman a shoutout for planting over 255 trees this year inside of park properties. Patten stated that the demo is complete for the new pool at Kuehn Park, the existing pool will remain open this summer. Patten mentioned that the roof replacement at the Westside Recreation Center is ongoing. Patten noted that phase II of Jacobson Plaza is under construction and the foundation is being built for the overlook. Patten mentioned that the addition at the Levitt is going well, the crews will continue to work on the interior spaces for the summer with the goal of having construction complete by end of summer/early fall. Finally, Patten noted that renovations to Prairie Trails and Lion Park will be bid on Thursday and that includes replacement of the shelter, playgrounds and drinking fountains, etc.

**Items Added After the Agenda Deadline**

None.

**Reading of Communications to the Board**

None.

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

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Secretary

Approved by:

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President

**CONDITIONAL GIFTING AND NAMING AGREEMENT FOR  
DONATION OF REAL PROPERTY**

This Conditional Gifting and Naming Agreement for Donation of Real Property (this “Agreement”) is entered into as of \_\_\_\_\_, 2026, by and between the Midwest Railcar Repair, Inc., 25965 482nd Avenue, Brandon, South Dakota 57005 (the “Carmon Family”) and the City of Sioux Falls, South Dakota, a home ruled chartered municipality, having an address at 224 West 9th Street, Sioux Falls, South Dakota 57117 (the “City”).

**Recitals**

WHEREAS, the Carmon Family owns certain real property comprised of approximately 1.31 acres of land located in the city of Sioux Falls, South Dakota, as more specifically described herein and as shown on Exhibit A, attached hereto and incorporated herein by reference, together with all rights, privileges, and appurtenances thereto belonging (the “Property”); and

WHEREAS, the Carmon Family wishes to donate and contribute the Property to the City and the City desires to accept the gift; and

WHEREAS, the Property will be used for park purposes and has been identified for redevelopment in conjunction with the Falls Park Master Plan, as adopted by the Sioux Falls City Council on February 2, 2026; and

WHEREAS, the parties believe the Property is an ideal location to be developed in the future for passive recreation, natural plantings, access to water, and general gathering. Examples of what future improvements to the Property could look like are reflected in Exhibit B, attached to this Agreement and incorporated by reference.

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

**Section One  
The Gift**

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

Tract I of North American Car Company Addition to the City of Sioux Falls,  
Minnehaha County, South Dakota, according to the recorded plat thereof (the  
“Property”)

subject to the terms, conditions, and provisions hereof. Such Property is subject to easements of record.

## **Section Two Conveyance**

The Carmon Family agrees to convey marketable fee title to such Property to the City, evidenced by a policy of title insurance certified to date. The policy of title insurance shall show marketable title to the Property in the name of Midwest Railcar, Inc., in conformity with this Agreement, state law, and title standards. The title shall be made free and clear of all liens and encumbrances not herein specifically waived or agreed to be assumed by the City. The Carmon Family agrees to provide (at Carmon Family's cost) the City with a release of any mortgage or indenture, if applicable, covering the Property at or before the Closing. The conveyance shall be by way of Warranty Deed in recordable form. The Carmon Family shall submit its policy of title insurance to the City's attorney for examination as soon as reasonably possible. Any objection raised by the City's attorney shall be made in writing as soon thereafter as is reasonably possible so that efforts to cure such objection may be pursued on or before the Closing Date. After Closing, the policy of title insurance shall be the property of the City. The cost and expense of obtaining a title commitment and title insurance (including all related real estate search fees and the premium for any such title insurance policy) and the cost and expense to cure any title objections (except as otherwise provided herein) shall be the sole cost of the City. The City may terminate this Agreement prior to Closing if the Carmon Family is unable convey marketable title to the Property in accordance with this Agreement by giving the Carmon Family notice, if at all, at least ten (10) days prior to Closing. Upon such termination, neither party shall have any further rights or obligations with respect to this Agreement; the Agreement shall be null and void, without damage or costs to either party.

## **Section Three Survey**

The Carmon Family and the City agree that the Property is platted and the legal description to be used in the deed to be given at Closing is shown above. The City may verify legal description and plat by choosing to have a survey completed at the City's cost.

## **Section Four Property "As Is"**

The City hereby affirms that the Carmon Family, its agents, employees and/or attorneys have not made, nor has the City relied upon, any representation, warranty, or promise with respect to the Property or any other subject matter of this Agreement except as expressly set forth in this Agreement, including, without limitation, any warranties or representations, expressed or implied, as to the general plan designation, zoning, value, use, tax status, or physical condition of the Property, or any part thereof, including but not limited to the flood elevations, drainage patterns and soil and subsoils composition and compaction level, and other conditions at the Property, or the existence or non-existence of Hazardous Materials, (as defined in Section 11) on or under the Property, or as to the accuracy of any survey, soils reports, or other plan or reports with respect to the Property. Without limiting the generality of the foregoing, the City is accepting the Property from the Carmon Family in an "AS IS," "WHERE IS," and in its current and existing condition, subject to "all faults," including but not limited to both latent and patent defects. The City hereby waives all warranties, express or implied, regarding the condition and use of the Property, including but not limited to any warranty of merchantability or fitness for a particular purpose and existing condition. The provisions and agreements of this Section Four shall bind the City's successors and assigns and survive Closing and delivery of the deed.

**Section Five  
Fixtures**

Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the real estate, whether attached or detached. Also included shall be the following: the fence and underground utilities, if any.

**Section Six  
Inspection**

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

**Section Seven  
Closing**

The closing ("Closing") shall take place on or before February 26, 2027 ("Closing Date"), and at Getty Abstract and Title Company. The City shall be responsible to pay the transfer tax, if applicable. The City shall pay the recording fee to record the deed and the City's own legal fees, including the title company attorney's deed preparation fee. The City shall be responsible for the costs to prepare the deed and all other Closing documents and other Closing and administrative costs, including the title insurance policy fee. The transaction contemplated by this Agreement shall be considered closed upon the filing of the title transfer documents and receipt of all funds due at Closing from the City under this Agreement. The City is in possession of the Property to City on the Closing Date.

The City will accept the Property, without interest thereon, upon conveyance to the City of the title to land. The City's acceptance and payment of closing costs shall be full and just compensation for all obligations of the City hereunder and all claims which the Carmon Family may have or assert by reason of the possession or occupancy of the Property by the City.

**Section Eight  
Real Estate Taxes**

The Carmon Family agrees that all taxes, assessments, and encumbrances (real and personal), which are liens against the Property at the time of conveyance to the City, shall be satisfied by the Carmon Family at or before the transfer of title or that the amount of such payment shall be provided at Closing as hereinafter described. The Carmon Family shall pay in full all special assessments that are certified as liens on the public record as of the Closing Date. Real estate taxes for 2026 payable 2027, and 2027 payable 2028 (up to the date of closing), assessed but not levied against the property, shall be apportioned between the City and the Carmon Family as of the date of closing. The Carmon Family's share of the taxes shall be provided at Closing calculated at the 2026 millage rate applied to the 2027 assessed value, to be held in escrow by the Title Company until payable to the Treasurer of Minnehaha County (the "County"). Any City or County fees taxed due in tax years following the date of closing shall be paid by the City.

**Section Nine  
Conditions of Transfer**

The Carmon Family's gift and the City's acceptance of the gift described above is conditioned upon the following:

- a. Because this Agreement contains the condition of naming the Property, this Agreement and the naming conditions set forth herein must be approved by the City Council. The parties recognize and agree City Council approval will be sought for these conditional gifts, but this Agreement will not be executed by the Mayor on behalf of the City, until such approval is obtained and becomes final. The Carmon Family will receive a signed original document after this process has been completed.
- b. The Property will be known in perpetuity as "Carmon Family Glen at Falls Park." Unless mutually agreed to by the City and the Carmon Family, the City will specifically refer to the Property in perpetuity as the "Carmon Family Glen at Falls Park" in all publications, news releases, and documents relative to the Property, and the events and activities to be conducted on the Property.
- c. The Carmon Family has asked that a recognition sign be installed at the Property. When the Property is developed and open for park use, the City will install and maintain such signage at its own cost. Recognition signage will read "Carmon Family Glen at Falls Park" or such other sign to be approved by the City. The City agrees it is responsible for the costs associated with any changes to naming identification and signage caused by the named organization's merger, consolidation, acquisition, or other action that results in a name change.
- d. If the Carmon Family or Greg or Sheri Carmon commits any act, or it is discovered that the Carmon Family or Greg or Sheri Carmon had in the past committed any act which at the time of discovery, tends to shock, insult, or offend a majority of the people of Sioux Falls, which act materially and adversely affects the operations or use of Falls Park, and materially and adversely impacts the attendance of activities or events at Falls Park, the City may terminate the naming rights granted herein. Before effecting such termination, the City will give the Carmon Family and Greg and Sheri Carmon written notice of the City's intent to terminate the naming rights and will give the Carmon Family and Greg and Sheri Carmon an opportunity to be heard before the City Council. The authority to terminate the naming rights will be vested in the City Council.

- e. The Property will be incorporated into Falls Park and used for park purposes in conjunction with the Falls Park Master Plan.
- f. The Carmon Family understands and agrees the City shall have full discretion in determining if any improvements shall be made to the Property, when any such improvements may be made, and what the scope of any improvements may be.

**Section Ten  
Notices**

All notices required hereunder shall be delivered personally or sent postage prepaid by regular mail to the parties at the addresses set forth below:

CARMON FAMILY:	Greg or Sheri Carmon 25941 482nd Avenue Brandon, SD 57005
CITY:	City of Sioux Falls Attn: Real Estate Office P.O. Box 7402 Sioux Falls, SD 57117-7402

Notices shall be deemed complete upon personal delivery or three (3) days after depositing the same in the U.S. Mail as provided herein.

**Section Eleven**

For purposes of this Agreement, "Hazardous Material" means: (i) "hazardous substances," as defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., as amended or hereafter amended; (ii) "hazardous wastes," as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6903 et seq., as amended or hereafter amended; (iii) "hazardous substances" or "hazardous waste" (or similar terms) as defined under applicable laws of the jurisdiction where the Property is located; (iv) any pollutant or contaminant or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, all as amended or hereafter amended; (v) petroleum and petroleum products; (vi) any radioactive material, including any source, special nuclear, or by-product material as defined at 42 U.S.C. 2011 et seq., as amended or hereafter amended; (vii) asbestos in any form or condition; (viii) any "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act, 42 U.S.C. §6991 et. seq., as amended or hereafter amended; and (ix) any "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), as amended or hereafter amended.

**Section Twelve  
Hold Harmless**

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

**Section Thirteen  
Voluntary Agreement**

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

**Section Fourteen  
Severability**

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

**Section Fifteen  
Integrated Agreement**

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

**Section Sixteen  
Applicable Law and Binding Effect**

This Agreement shall be construed and interpreted in accordance with the laws of the state of South Dakota. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties.

**Section Seventeen  
Warranties and Obligations**

All warranties and obligations of the parties contained in this Agreement shall survive the Closing Date.

**Section Eighteen  
Authority**

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

**Section Nineteen  
Miscellaneous**

- A. **Severability, Governing Law, and Jury Waiver.** This Agreement, together with all of its articles, paragraphs, terms, and provisions, is made in the state of South Dakota and shall be construed and interpreted in accordance with the laws of the state of South Dakota. The parties agree that the terms of this Agreement shall be construed neutrally and not against the owner as drafter of this Agreement. TO THE FULLEST EXTENT PERMITTED BYLAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- B. **Broker and Real Estate Agent Commission.** Each party represents that it has not engaged a broker or real estate agent for this matter and none are involved in this transaction. Any claim for commission by a broker or real estate agent shall be charged to the party who is determined to have hired the broker or real estate agent.

*[Signature page to follow]*

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

CITY OF SIOUX FALLS

MIDWEST RAILCAR REPAIR, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Mayor


TITLE: \_\_\_\_\_

FEDERAL TAX ID NO. \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK  
PRINTED NAME: \_\_\_\_\_

# Exhibit A



**Parcels - Standard Tax Parcel**

Zoom to

**Address**  
1200 N WEBER AVE

**City Parcel ID**  
012209452004000

**County / County Parcel ID**  
MINNEHAHA / 40735

**Legal**  
TRACT 1 NORTH AMERICAN CAR COMPANY ADDN TO CITY OF SIOUX FALLS

**Acres / Square Feet**  
1.31 / 56,900.00

**Land Use Activity**  
65 - Process Plant or Feedlot

**Primary Form**

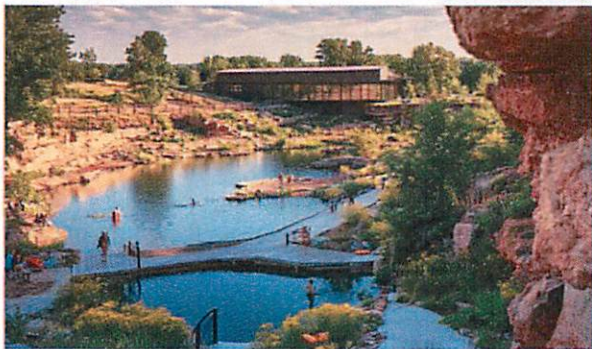
**Owner Name(s) and Address**  
MIDWEST RAILCAR REPAIR INC  
25965 482ND AVE  
BRANDON, SD 57005

**Historic District**  
N/A

**Historic Property**  
No

[Question about this parcel?](#)

# Exhibit B



CARMON FAMILY GLEN PRECEDENT IMAGES

CONFLUENCE

1st Reading: \_\_\_\_\_  
 2nd Reading: \_\_\_\_\_  
 Date Adopted: \_\_\_\_\_  
 Date Published: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SIOUX FALLS, SD, AUTHORIZING THE MAYOR TO SIGN A CONDITIONAL GIFTING AND NAMING AGREEMENT FOR DONATION OF REAL PROPERTY AND APPROVAL OF THE REAL PROPERTY BEING NAMED THE “CARMON FAMILY GLEN AT FALLS PARK.”

WHEREAS, Midwest Railcar Repair, Inc. (the “Carmon Family”) desires to gift, donate, convey, and transfer to the City the real property described as:

Tract 1 of North American Car Company Addition to the City of Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof (the “Property”); and

WHEREAS, the Carmon Family and the City agree that one of the conditions of such gift is designating the Property as the “Carmon Family Glen at Falls Park” and may be referred to as “Carmon Family Glen at Falls Park” on any signage; and

WHEREAS, Petition No. 2026-03 was submitted to the City to name the Property the “Carmon Family Glen at Falls Park”; and

WHEREAS, the Parks and Recreation Board met on June 17, 2026, and considered Naming Petition No. 2026-03 and the proposed “Conditional Gifting and Naming Agreement for Donation of Real Property” and recommended City Council approval;

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

*Section 1.* The document attached to and made part of this ordinance, entitled “Conditional Gifting and Naming Agreement for Donation of Real Property,” referring to the Property as “Carmon Family Glen at Falls Park” and may be referred to as “Carmon Family Glen at Falls Park” on any signage, is hereby approved.

*Section 2.* The Mayor is authorized to sign the “Conditional Gifting and Naming Agreement for Donation of Real Property” after it is ratified and executed by the Carmon Family.

*Section 3.* The City shall publish the ordinance, without attachment, after its passage. The attachment is on file and available for inspection in the office of the City Clerk.

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

\_\_\_\_\_  
Paul TenHaken, Mayor

ATTEST:

\_\_\_\_\_  
Jermery J. Washington, City Clerk

**CONDITIONAL GIFTING AND NAMING AGREEMENT FOR  
DONATION OF REAL PROPERTY**

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WHEREAS, the Carmon Family wishes to donate and contribute the Property to the City and the City desires to accept the gift; and

WHEREAS, the Property will be used for park purposes and has been identified for redevelopment in conjunction with the Falls Park Master Plan, as adopted by the Sioux Falls City Council on February 2, 2026; and

WHEREAS, the parties believe the Property is an ideal location to be developed in the future for passive recreation, natural plantings, access to water, and general gathering. Examples of what future improvements to the Property could look like are reflected in Exhibit B, attached to this Agreement and incorporated by reference.

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## **Section Four Property "As Is"**

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### **Section Five Fixtures**

Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the real estate, whether attached or detached. Also included shall be the following: the fence and underground utilities, if any.

### **Section Six Inspection**

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

### **Section Seven Closing**

The closing ("Closing") shall take place on or before February 26, 2027 ("Closing Date"), and at Getty Abstract and Title Company. The City shall be responsible to pay the transfer tax, if applicable. The City shall pay the recording fee to record the deed and the City's own legal fees, including the title company attorney's deed preparation fee. The City shall be responsible for the costs to prepare the deed and all other Closing documents and other Closing and administrative costs, including the title insurance policy fee. The transaction contemplated by this Agreement shall be considered closed upon the filing of the title transfer documents and receipt of all funds due at Closing from the City under this Agreement. The City is in possession of the Property to City on the Closing Date.

The City will accept the Property, without interest thereon, upon conveyance to the City of the title to land. The City's acceptance and payment of closing costs shall be full and just compensation for all obligations of the City hereunder and all claims which the Carmon Family may have or assert by reason of the possession or occupancy of the Property by the City.

### **Section Eight Real Estate Taxes**

The Carmon Family agrees that all taxes, assessments, and encumbrances (real and personal), which are liens against the Property at the time of conveyance to the City, shall be satisfied by the Carmon Family at or before the transfer of title or that the amount of such payment shall be provided at Closing as hereinafter described. The Carmon Family shall pay in full all special assessments that are certified as liens on the public record as of the Closing Date. Real estate taxes for 2026 payable 2027, and 2027 payable 2028 (up to the date of closing), assessed but not levied against the property, shall be apportioned between the City and the Carmon Family as of the date of closing. The Carmon Family's share of the taxes shall be provided at Closing calculated at the 2026 millage rate applied to the 2027 assessed value, to be held in escrow by the Title Company until payable to the Treasurer of Minnehaha County (the "County"). Any City or County fees taxed due in tax years following the date of closing shall be paid by the City.

### **Section Nine Conditions of Transfer**

The Carmon Family's gift and the City's acceptance of the gift described above is conditioned upon the following:

- a. Because this Agreement contains the condition of naming the Property, this Agreement and the naming conditions set forth herein must be approved by the City Council. The parties recognize and agree City Council approval will be sought for these conditional gifts, but this Agreement will not be executed by the Mayor on behalf of the City, until such approval is obtained and becomes final. The Carmon Family will receive a signed original document after this process has been completed.
- b. The Property will be known in perpetuity as "Carmon Family Glen at Falls Park." Unless mutually agreed to by the City and the Carmon Family, the City will specifically refer to the Property in perpetuity as the "Carmon Family Glen at Falls Park" in all publications, news releases, and documents relative to the Property, and the events and activities to be conducted on the Property.
- c. The Carmon Family has asked that a recognition sign be installed at the Property. When the Property is developed and open for park use, the City will install and maintain such signage at its own cost. Recognition signage will read "Carmon Family Glen at Falls Park" or such other sign to be approved by the City. The City agrees it is responsible for the costs associated with any changes to naming identification and signage caused by the named organization's merger, consolidation, acquisition, or other action that results in a name change.
- d. If the Carmon Family or Greg or Sheri Carmon commits any act, or it is discovered that the Carmon Family or Greg or Sheri Carmon had in the past committed any act which at the time of discovery, tends to shock, insult, or offend a majority of the people of Sioux Falls, which act materially and adversely affects the operations or use of Falls Park, and materially and adversely impacts the attendance of activities or events at Falls Park, the City may terminate the naming rights granted herein. Before effecting such termination, the City will give the Carmon Family and Greg and Sheri Carmon written notice of the City's intent to terminate the naming rights and will give the Carmon Family and Greg and Sheri Carmon an opportunity to be heard before the City Council. The authority to terminate the naming rights will be vested in the City Council.

- e. The Property will be incorporated into Falls Park and used for park purposes in conjunction with the Falls Park Master Plan.
- f. The Carmon Family understands and agrees the City shall have full discretion in determining if any improvements shall be made to the Property, when any such improvements may be made, and what the scope of any improvements may be.

### **Section Ten Notices**

All notices required hereunder shall be delivered personally or sent postage prepaid by regular mail to the parties at the addresses set forth below:

CARMON FAMILY:           Greg or Sheri Carmon  
  25941 482nd Avenue  
  Brandon, SD 57005

CITY:                            City of Sioux Falls  
  Attn: Real Estate Office  
  P.O. Box 7402  
  Sioux Falls, SD 57117-7402

Notices shall be deemed complete upon personal delivery or three (3) days after depositing the same in the U.S. Mail as provided herein.

### **Section Eleven**

For purposes of this Agreement, "Hazardous Material" means: (i) "hazardous substances," as defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., as amended or hereafter amended; (ii) "hazardous wastes," as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6903 et seq., as amended or hereafter amended; (iii) "hazardous substances" or "hazardous waste" (or similar terms) as defined under applicable laws of the jurisdiction where the Property is located; (iv) any pollutant or contaminant or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, all as amended or hereafter amended; (v) petroleum and petroleum products; (vi) any radioactive material, including any source, special nuclear, or by-product material as defined at 42 U.S.C. 2011 et seq., as amended or hereafter amended; (vii) asbestos in any form or condition; (viii) any "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act, 42 U.S.C. §6991 et. seq., as amended or hereafter amended; and (ix) any "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), as amended or hereafter amended.

### **Section Twelve Hold Harmless**

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

### **Section Thirteen Voluntary Agreement**

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

### **Section Fourteen Severability**

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

### **Section Fifteen Integrated Agreement**

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

### **Section Sixteen Applicable Law and Binding Effect**

This Agreement shall be construed and interpreted in accordance with the laws of the state of South Dakota. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties.

### **Section Seventeen Warranties and Obligations**

All warranties and obligations of the parties contained in this Agreement shall survive the Closing Date.

### **Section Eighteen Authority**

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

### **Section Nineteen Miscellaneous**

- A. **Severability, Governing Law, and Jury Waiver.** This Agreement, together with all of its articles, paragraphs, terms, and provisions, is made in the state of South Dakota and shall be construed and interpreted in accordance with the laws of the state of South Dakota. The parties agree that the terms of this Agreement shall be construed neutrally and not against the owner as drafter of this Agreement. TO THE FULLEST EXTENT PERMITTED BYLAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- B. **Broker and Real Estate Agent Commission.** Each party represents that it has not engaged a broker or real estate agent for this matter and none are involved in this transaction. Any claim for commission by a broker or real estate agent shall be charged to the party who is determined to have hired the broker or real estate agent.

*[Signature page to follow]*

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

CITY OF SIOUX FALLS

MIDWEST RAILCAR REPAIR, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Mayor

TITLE: \_\_\_\_\_

FEDERAL TAX ID NO. \_\_\_\_\_

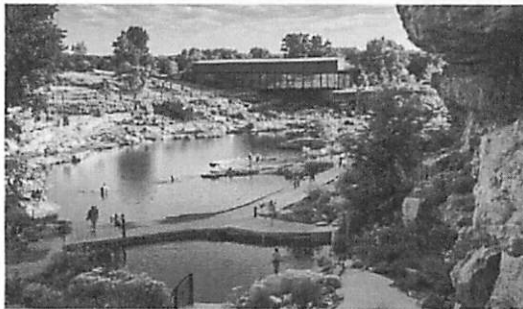
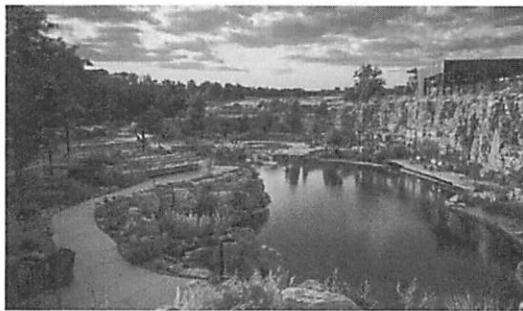
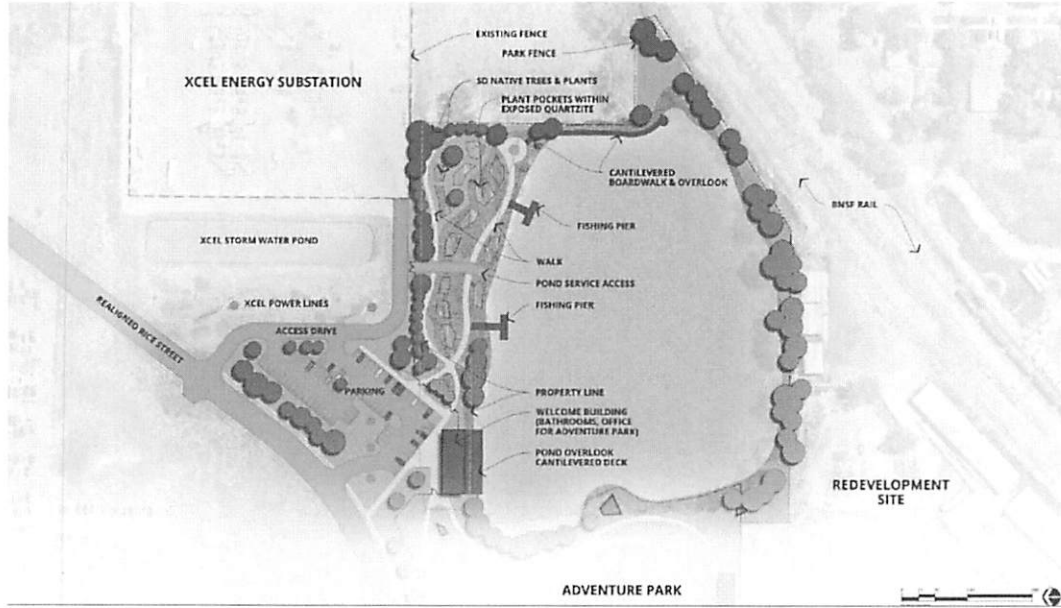
ATTEST:

\_\_\_\_\_  
CITY CLERK  
PRINTED NAME: \_\_\_\_\_

### Exhibit A



### Exhibit B



CARMON FAMILY GLEN PRECEDENT IMAGES

CONFLUENCE

**2026**  
**MIDCO AQUATIC CENTER OPERATING DASHBOARD**  
**(Unaudited)**

Jan                  Feb                  Mar                  Apr                  YTD Total

**Statistics**

	Jan	Feb	Mar	Apr	YTD Total
<u>Attendance</u>					
Daily Attendance	6,018	6,553	6,599	5,925	25,095
Swim Pass Attendance	5,188	5,253	5,517	5,502	21,460
Swim Lesson Attendance	-	2,124	1,996	2,472	4,120
Swim Team Attendance	1,317	1,805	644	1,235	3,766
Swim Meet Attendance	4,638	46	55	558	4,739
Other Attendance	2,159	1,143	594	1,266	5,162
<b>Total Attendance</b>	<b>19,320</b>	<b>16,924</b>	<b>15,405</b>	<b>16,958</b>	<b>64,342</b>
Average Daily Attendance	644	604	497	585	194
<u>Passes</u>					
Fall, Winter, Spring Passes Sold	2	-	-	-	2
Annual Passes Sold	181	144	121	173	619
<b>Total Passes Sold</b>	<b>183</b>	<b>144</b>	<b>121</b>	<b>173</b>	<b>621</b>
<u>Other</u>					
Lesson Registrations	18	425	476	34	953
Class/Event Registrations	53	17	39	33	142
Meeting Room Reservations	32	37	34	33	136
Meeting Room Hours Reserved	58	69	64	55	244
Swim Lane Hours Reserved	892	861	376	681	2,809

**Revenue**

Daily Admission	\$ 24,160	\$ 26,600	\$ 26,590	\$ 23,455	\$ 100,803
Passes	30,624	23,325	18,466	30,376	102,790
Programming Registrations	7,757	26,494	27,285	1,894	63,429
Meeting Room Reservations	2,875	3,725	3,400	2,825	12,825
Swim Lane Reservations	3,854	4,279	2,460	3,201	13,794
Other	17,553	59	66	13	17,691
<b>Total Revenue</b>	<b>\$ 86,823</b>	<b>\$ 84,482</b>	<b>\$ 78,266</b>	<b>\$ 61,763</b>	<b>\$ 311,333</b>

**Expenses**

Personnel*	\$ 77,218	\$ 124,010	\$ 130,552	\$ 125,534	\$ 457,314
Building R&M	-	2,830	36,204	9,120	48,155
Supplies & Materials	127	14,188	39,377	10,417	64,109
Utilities	31,708	25,008	38,959	27,084	122,759
Other	12,673	2,730	1,913	2,382	19,698
<b>Total Expenses</b>	<b>\$ 121,726</b>	<b>\$ 168,765</b>	<b>\$ 247,005</b>	<b>\$ 174,538</b>	<b>\$ 712,034</b>
<i>*May and Oct have 3 pay periods</i>	2	2	2	2	

**Summary**

Total Revenue	\$ 86,823	\$ 84,482	\$ 78,266	\$ 61,763	\$ 311,333
Total Expenses	121,726	168,765	247,005	174,538	712,034
<b>Operating Surplus/(Loss)</b>	<b>\$ (34,903)</b>	<b>\$ (84,284)</b>	<b>\$ (168,739)</b>	<b>\$ (112,775)</b>	<b>\$ (400,701)</b>

**City of Sioux Falls Golf Courses  
Income Statement  
April 30, 2026**

----- Current Month -----					
Prairie Green	Elmwood	Kuehn Park	Consolidated	Budget	Prior Year
3,198	5,155	2,241	10,594	6,590	11,304
30,477	57,929	18,423	106,829	126,385	121,511
25,755	28,309	3,759	57,822	57,380	61,413
14,106	11,840	7,857	33,803	39,730	36,236
46,430	56,438	17,549	120,417	136,297	117,033
19,056	72,037	4,009	95,102	82,157	58,927
58,003	58,003	29,001	145,007	144,650	133,190
<b>193,825</b>	<b>284,556</b>	<b>80,598</b>	<b>558,980</b>	<b>586,599</b>	<b>528,310</b>
6,818	16,099	1,898	24,815	27,085	29,353
7,623	24,227	889	32,739	26,493	20,074
14,441	40,326	2,787	57,554	53,578	49,427
<b>179,385</b>	<b>244,230</b>	<b>77,812</b>	<b>501,426</b>	<b>533,021</b>	<b>478,883</b>
15,514	22,337	9,186	47,037	49,130	51,880
-	367	-	367	(140)	(136)
9,978	9,066	4,558	23,602	19,637	21,411
47,200	61,513	8,862	117,575	105,085	103,961
11,446	46,755	51	58,251	47,273	26,606
48,376	49,914	17,865	116,154	109,262	114,073
-	3,851	-	3,851	3,887	3,260
<b>132,514</b>	<b>193,802</b>	<b>40,521</b>	<b>366,837</b>	<b>334,134</b>	<b>321,055</b>
<b>46,870</b>	<b>50,428</b>	<b>37,291</b>	<b>134,589</b>	<b>198,887</b>	<b>157,828</b>
-	-	-	-	-	-
-	5,160	-	5,160	5,100	5,092
4,798	-	-	4,798	-	5,280
(6,019)	(11,818)	(1,945)	(19,782)	(11,850)	(10,502)
-	-	-	-	-	-
-	-	-	-	-	-
<b>45,650</b>	<b>43,769</b>	<b>35,346</b>	<b>124,764</b>	<b>192,137</b>	<b>157,698</b>

----- Year To Date -----					
Prairie Green	Elmwood	Kuehn Park	Consolidated	Budget	Prior Year
4,107	6,862	3,811	14,780	9,430	14,104
40,070	81,293	29,778	151,141	126,385	156,561
51,959	44,714	5,413	102,087	106,690	114,010
21,854	12,122	12,438	46,413	39,730	48,427
52,786	79,591	19,330	151,707	136,297	136,772
28,699	100,343	6,498	135,540	114,116	74,451
58,003	58,003	29,001	145,007	144,650	133,190
<b>253,371</b>	<b>376,067</b>	<b>102,458</b>	<b>731,896</b>	<b>667,868</b>	<b>663,411</b>
14,741	36,503	2,683	53,927	51,210	45,097
11,593	37,165	2,321	51,079	36,981	30,830
26,334	73,669	5,004	105,007	88,191	75,927
<b>227,037</b>	<b>302,398</b>	<b>97,455</b>	<b>626,889</b>	<b>579,677</b>	<b>587,484</b>
57,147	59,312	32,728	149,187	161,616	155,646
-	9,345	8,374	17,718	18,685	13,649
15,761	18,231	7,712	41,703	30,139	38,458
130,962	173,042	34,598	338,602	325,830	310,472
35,599	132,981	1,033	169,613	103,975	45,846
169,837	174,937	51,699	396,473	363,342	369,349
-	15,010	-	15,010	17,621	12,107
<b>409,306</b>	<b>582,857</b>	<b>136,144</b>	<b>1,128,307</b>	<b>1,021,208</b>	<b>945,527</b>
<b>(182,270)</b>	<b>(280,459)</b>	<b>(38,689)</b>	<b>(501,418)</b>	<b>(441,531)</b>	<b>(358,043)</b>
-	-	-	-	(240,679)	-
12,223	20,222	-	32,445	19,500	19,511
-	-	-	-	-	20,649
(24,194)	(47,273)	(7,780)	(79,247)	(47,400)	(42,291)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
<b>(194,240)</b>	<b>(307,511)</b>	<b>(46,469)</b>	<b>(548,220)</b>	<b>(710,110)</b>	<b>(360,174)</b>