SIOUX FALLS PARKS AND RECREATION BOARD MEETING

Wednesday, October 21, 2026, 4 p.m.
Carnegie Town Hall
235 W. 10th 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 at least 24 hours in advance of the meeting.

ORDER OF BUSINESS

1. Roll call and determination of 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. Annual Report - Great Bear Management, Inc.
    b. Audit – Great Bear Management, Inc.
    c. 2027 Great Bear Rates – Great Bear Management, Inc.
    d. 2027 Sioux Falls Golf Rates – Sioux Falls Golf
    e. 2026 Augustana University Gate Fees – Jackie Nelson, Parks & Recreation
    f. Conditional Gifting and Naming Agreement For A Future Cash Gift For the Construction Of The Frank Olson Recreation Center Located At Frank Olson Park – Mike Patten, Sioux Falls Parks and Recreation
    g. Margie's Tree House Playground at the Frank Olson Recreation Center Naming Agreement – Mike Patten, Sioux Falls Parks and Recreation

h. Conditional Gifting Agreement For The Donation Of Real Property – Mike Patten, Sioux Falls Parks and Recreation

i. Report of Director of Parks and Recreation

7. Open Board Discussion

8. 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.

SIOUX FALLS PARKS AND RECREATION BOARD MEETING MINUTES

Wednesday, August 19, 2026, 4 p.m.
Carnegie Town Hall
235 W. 10th St, Sioux Falls, SD

Roll Call and Determination of Quorum
Members present: Teresa Cauwels, Michael Conlin, Pam Hanneman, Justin Smith, Angela Schoffelman, Mike Begeman & Brooke Wegener

Members absent: None.

Parks and Recreation staff present: Brett Kollars, Assistant Director; Tyler Landry, Park Development Specialist; Josh Johnson, Parks Operations Manager; Jackie Nelson, Recreation Manager; Mackenzie Songstad, City Services Technician.

Others present: Catherine Schlimgen, City Attorney's Office; Jody Moss, City Council Staff

Approval of Minutes (July 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 agenda 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
Agreement to Convey Real Estate: A motion to recommend approval of the Agreement to Convey Real Estate made by Smith and seconded by Schoffelman. Motion passed unanimously with all present Board members voting yes.

Report of Director of Parks and Recreation
Brett Kollars started his report by noting that this was likely Mackenzie's last board meeting as she transitions to a new role within the City's Finance Department. He thanked her for her work and dedicated service to the Parks and Recreation Department. Kollars mentioned that the hiring process for the next Parks and Recreation Director is officially underway, with the news release and job posting going live today and remaining open until September 18, 2026. Finally, Kollars shared a recent experience visiting the new all-inclusive playground at Lions Park with a local

family and their eight-year-old daughter, Nellie. He reflected on the importance of leaning into all-inclusive play across the park system, emphasizing the vital distinction between basic ADA compliance and creating truly accessible spaces where children of all abilities can play together.

Open Board Discussion
None.

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

_____
Secretary

Approved by:

_____
President

Summer 2025

After a good season, the team was busy preparing for the inaugural LallyCooler Music Festival. In July, the park hosted 12,000 people for the two-day event with headliners Sam Hunt and Pitbull. Great Bear was filled with energy and music for a truly unique experience.

Monthly, guests gathered for the second year of the Chill at the Hill series, featuring local music and food trucks for a relaxing evening outdoors. Most weekends again were filled with weddings and corporate events. Summer was time of transition as we said goodbye to our longtime event coordinator, Jill Lerdal, and welcomed a new caterer, Drew Munson, to the team.

The summer ended with an exciting opening of the first phase of the singletrack trails in partnership with FAST. A grand opening weekend brought many people to the park, old and new faces, to activate the trails in a new and exciting way.

We kicked off the winter season with our new signature event, Welcome Winter Fest in November!

Winter 2025/2026

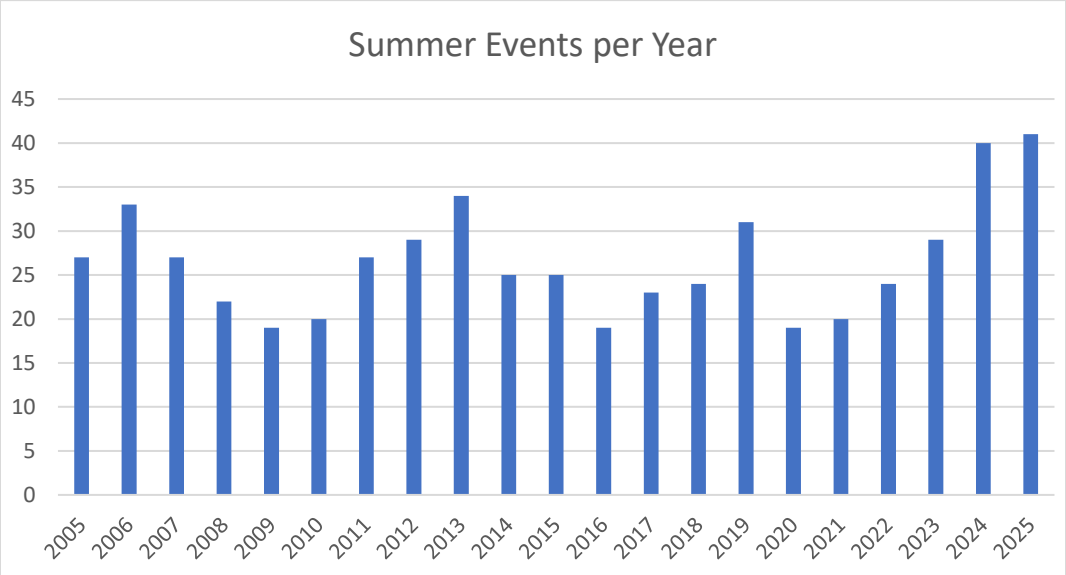
Once again, our team was ready to go when mother nature dropped the temps. We started making snow on November 27 and opened for the season on December 10! Tubing opened for the season in time for Christmas break on December 19.

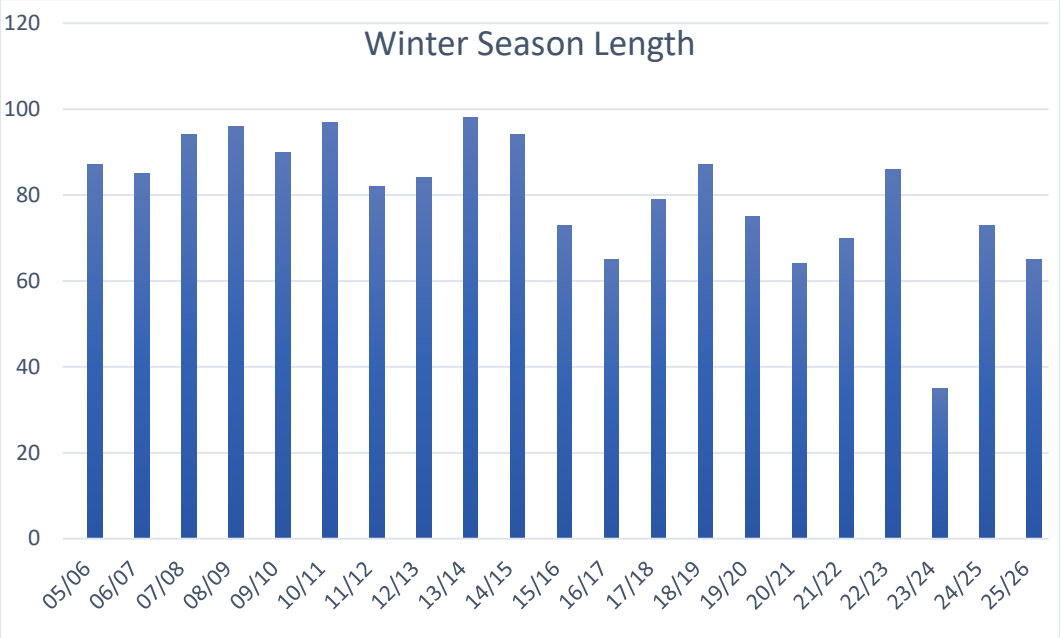
Great Bear saw an 80% retention rate for staff from the previous season, allowing for smooth training and good guest experience during holiday break.

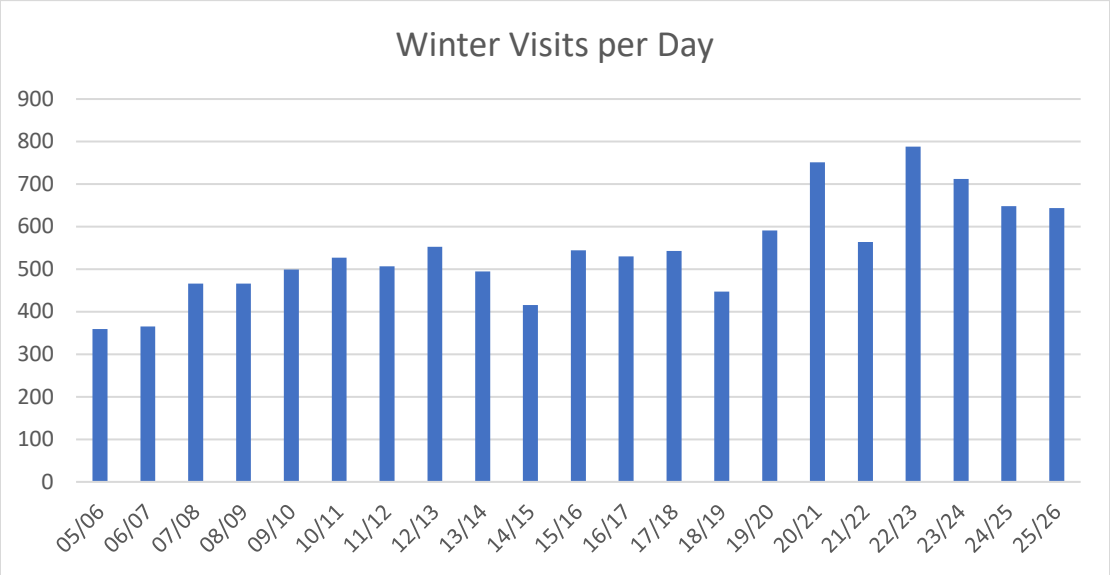
As winter settled in, the team balanced extreme cold temps, a lack of natural snow and periods of unseasonably warm weather. They tackled the challenge of ensuring an adequate and quality base of snow throughout January and February.

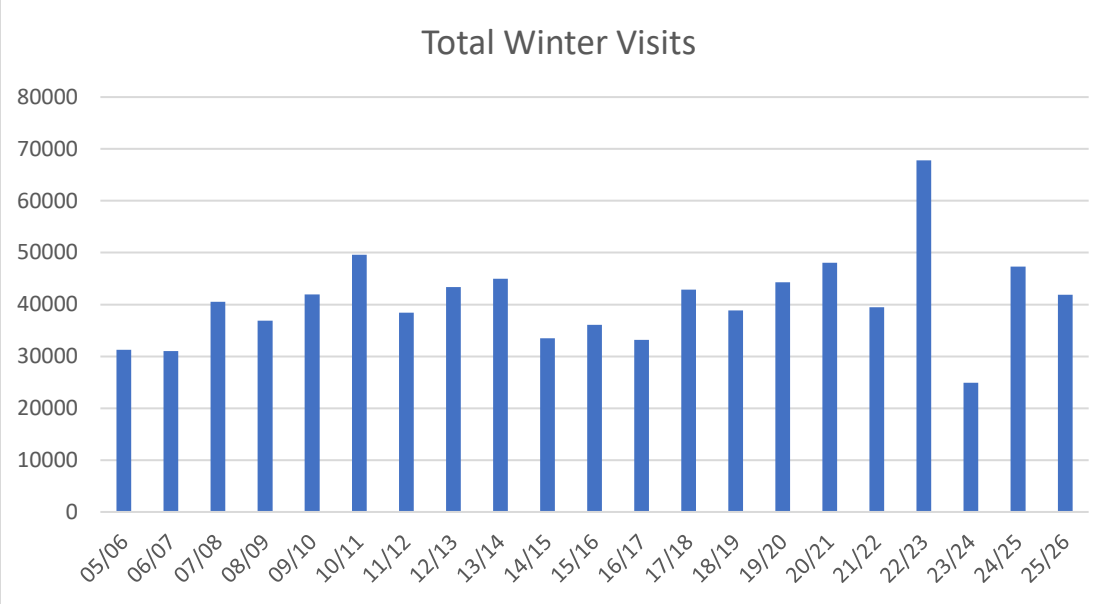
Over the winter we hosted a variety of events from Sunday races to our popular 5th Grade Days program. We wrapped up a 65-day season with SnirtFest on February 22 seeing 42,000 visitors over the season!

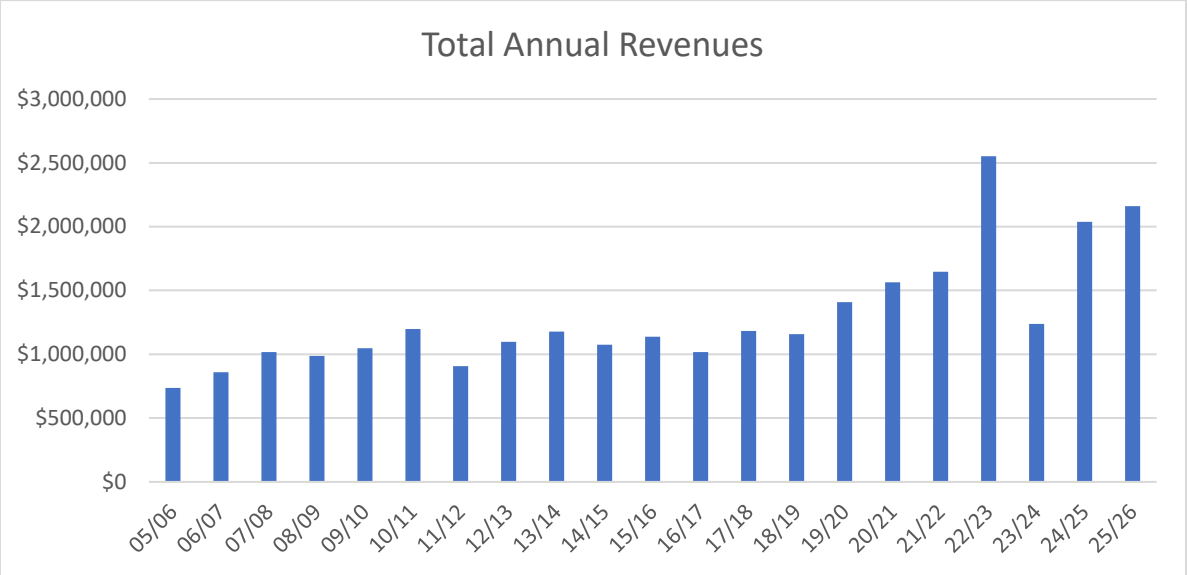
Below see some select data from our annual management report

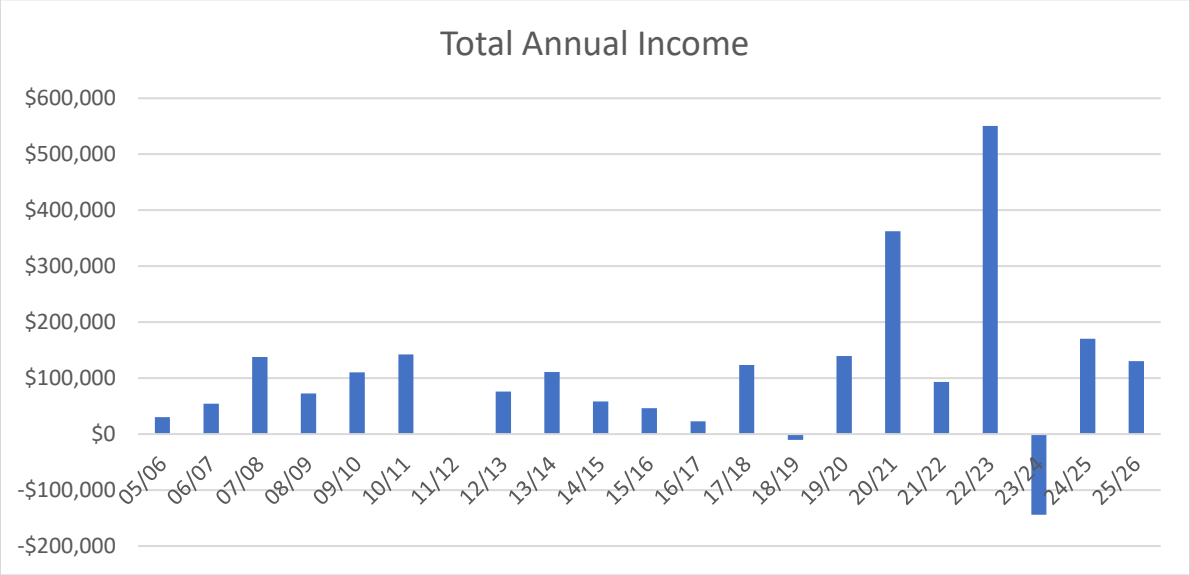

Summer Events per Year
45
40
35
30
25
20
15
10
5
0
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025

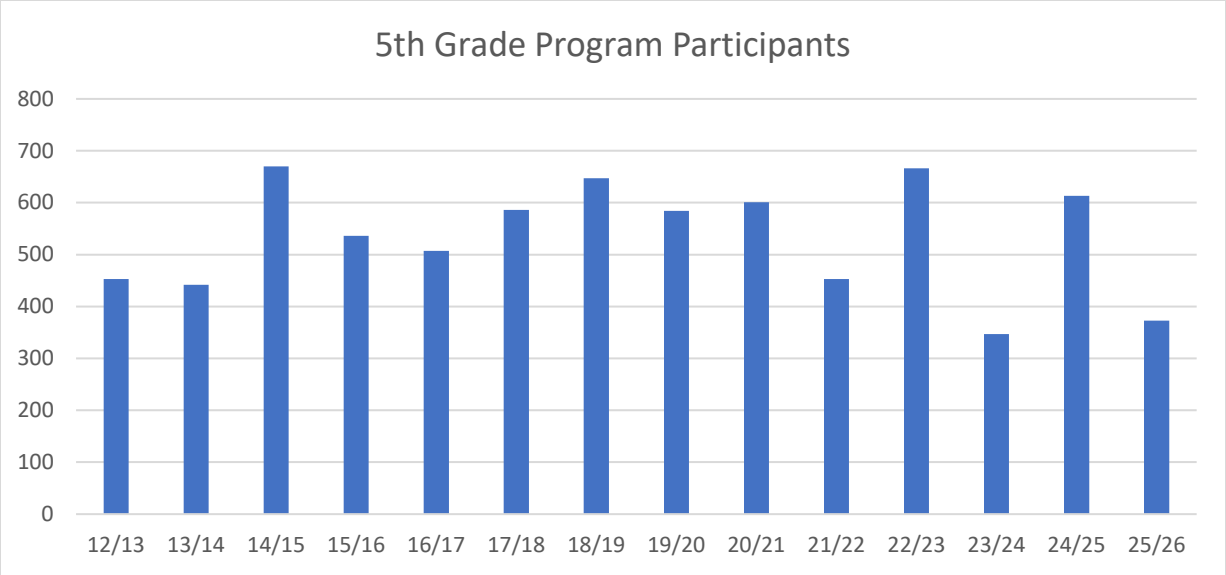

Winter Season Length
120
100
80
60
40
20
0
05/06
06/07
07/08
08/09
09/10
10/11
11/12
12/13
13/14
14/15
15/16
16/17
17/18
18/19
19/20
20/21
21/22
22/23
23/24
24/25
25/26

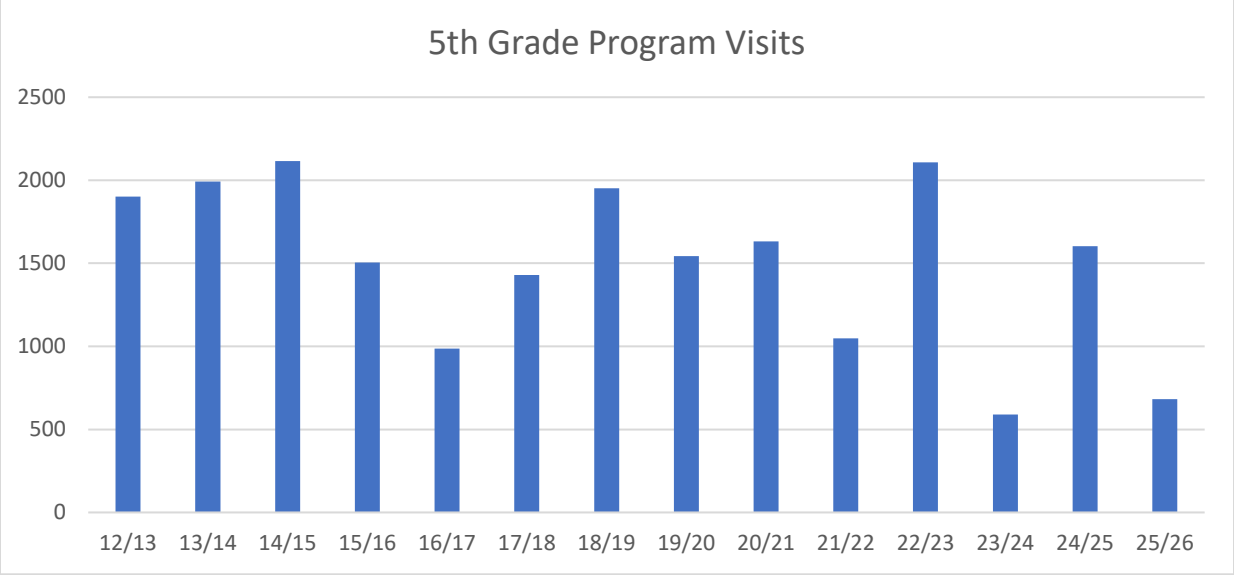

Winter Visits per Day
900
800
700
600
500
400
300
200
100
0
05/06
06/07
07/08
08/09
09/10
10/11
11/12
12/13
13/14
14/15
15/16
16/17
17/18
18/19
19/20
20/21
21/22
22/23
23/24
24/25
25/26


Total Winter Visits
80000
70000
60000
50000
40000
30000
20000
10000
0
05/06
06/07
07/08
08/09
09/10
10/11
11/12
12/13
13/14
14/15
15/16
16/17
17/18
18/19
19/20
20/21
21/22
22/23
23/24
24/25
25/26


Total Annual Revenues
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
05/06
06/07
07/08
08/09
09/10
10/11
11/12
12/13
13/14
14/15
15/16
16/17
17/18
18/19
19/20
20/21
21/22
22/23
23/24
24/25
25/26


Total Annual Income
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$0
-$100,000
-$200,000
05/06
06/07
07/08
08/09
09/10
10/11
11/12
12/13
13/14
14/15
15/16
16/17
17/18
18/19
19/20
20/21
21/22
22/23
23/24
24/25
25/26


5th Grade Program Participants
800
700
600
500
400
300
200
100
0
12/13
13/14
14/15
15/16
16/17
17/18
18/19
19/20
20/21
21/22
22/23
23/24
24/25
25/26


5th Grade Program Visits
2500
2000
1500
1000
500
0
12/13
13/14
14/15
15/16
16/17
17/18
18/19
19/20
20/21
21/22
22/23
23/24
24/25
25/26

Paceline ACCOUNTING GROUP
CERTIFIED PUBLIC ACCOUNTANTS | LLP

Ronald F. Comes, CPA
Daniel R. Foley, CPA
Mary T. Dally, CPA
Catherine E. Harr, CPA
Meghan E. Garry, CPA

August 5, 2025

To the Board of Directors and Management of
Great Bear Management, Inc.
Sioux Falls, South Dakota

In planning and performing our audit of the financial statements of **Great Bear Management, Inc.** as of and for the year ended April 30, 2025, in accordance with auditing standards generally accepted in the United States of America, we considered Great Bear Management, Inc.'s system of internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected, on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined as follows:

- *Reasonably possible.* The chance of the future event or events occurring is more than remote but less than likely.
- *Probable.* The future event or events are likely to occur.

We consider the following deficiencies in Great Bear Management, Inc.'s internal control to be material weaknesses:

Preparation of financial statements – We were requested to draft the financial statements and accompanying notes to the financial statements. Great Bear Management, Inc. does not have an internal control system over financial reporting designed to provide for the preparation of financial statements, including the accompanying footnotes as required by generally accepted accounting standards, on a periodic or annual basis. This circumstance is not unusual in an organization of your size. It is the responsibility of management and those charged with governance to determine whether to accept the degree of risk associated with this condition because of cost or other considerations.

In-kind contributions and expense – Great Bear Management, Inc. did not compile and record in-kind contributions and related expenses during the year that met the recognition criteria prescribed by generally accepted accounting principles. The result is an understatement of revenue and expense. We recommend management implement procedures to ensure in-kind contributions are appropriately captured and recorded.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in Great Bear Management, Inc.'s internal control to be significant deficiencies:

Segregation of Duties – Due to the relatively small size of Great Bear Management, Inc. staff, ideal internal control cannot practically be achieved. This is not unusual for an organization of your size. Management and the Board of Directors should constantly be aware of this condition. Under these circumstances, the most effective controls lie in (1) trying to obtain as much segregation of duties as possible so that no one person has complete control of any type of financial transaction, and (2) knowledge of the financial operations by management and the Board of Directors. We understand that management and the Board are aware of the limited segregation and have separated certain duties to the extent possible with available staff.

This communication is intended solely for the information and use of management, board of directors, and others within the Organization, and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

Paceline Accounting Group, LLP

PACELINE ACCOUNTING GROUP, LLP
Certified Public Accountants

Paceline ACCOUNTING GROUP
CERTIFIED PUBLIC ACCOUNTANTS | LLP

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August 5, 2025

To the Board of Directors
Great Bear Management, Inc.
Sioux Falls, South Dakota

We have audited the financial statements of **Great Bear Management, Inc.** for the year ended April 30, 2025, and we will issue our report thereon dated August 5, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 30, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Great Bear Management, Inc. are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2025. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

> Management's estimate of management fees not received and rent expense not paid to the City of Sioux Falls under the existing agreement. We evaluated methods, assumptions, and data used to develop the estimate in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear:

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated August 5, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Board of Directors of Great Bear Management, Inc. and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

Paceline Accounting Group, LLP

PACELINE ACCOUNTING GROUP, LLP
Certified Public Accountants

GREAT BEAR MANAGEMENT, INC.

FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITORS' REPORT

APRIL 30, 2025 AND 2024

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GREAT BEAR MANAGEMENT, INC.

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Paceline ACCOUNTING GROUP
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Great Bear Management, Inc.
Sioux Falls, South Dakota

Opinion

We have audited the accompanying financial statements of **Great Bear Management, Inc.** (a nonprofit organization), which comprise the statements of financial position as of April 30, 2025 and 2024, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of **Great Bear Management, Inc.** as of April 30, 2025 and 2024, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Great Bear Management, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Great Bear Management, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Great Bear Management, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Great Bear Management, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Pacific Accounting Group, LLP

Sioux Falls, South Dakota
August 5, 2025

GREAT BEAR MANAGEMENT, INC.

STATEMENTS OF FINANCIAL POSITION

APRIL 30, 2025 AND 2024

ASSETS

	2025	2024
CURRENT ASSETS		
Cash and cash equivalents	$ 1,120,603	$ 807,509
Accounts receivable	14,264	1,047
Inventory	33,442	36,203
Prepaid expenses	-	7,673
Total current assets	1,168,309	852,432
PROPERTY AND EQUIPMENT		
Equipment	442,397	498,772
Park improvement in progress	26,791	26,791
Less accumulated depreciation	(303,121)	(325,278)
	166,067	200,285
TOTAL ASSETS	$ 1,334,376	$ 1,052,717

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 3,234	$ 10,019
Accrued expenses	27,919	5,355
Gift cards payable	21,754	32,662
Customer deposits	17,899	9,688
Deferred revenue	98,280	-
Total current liabilities	169,086	57,724
NET ASSETS		
With donor restrictions	1,165,290	994,993
TOTAL LIABILITIES AND NET ASSETS	$ 1,334,376	$ 1,052,717

See Notes to Financial Statements

GREAT BEAR MANAGEMENT, INC.

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED APRIL 30, 2025 AND 2024

	2025	2024
REVENUES AND SUPPORT		
Lift	$ 601,485	$ 205,449
Season passes	356,042	459,793
Food and beverage	347,748	228,717
Rentals	317,948	142,495
Special project fund income	113,395	-
Management fee, in kind	102,200	76,400
Lessons	77,276	40,341
Groups	37,744	15,200
Dividend income	33,576	29,533
Events	32,292	17,976
Retail	24,166	15,396
Sponsor	18,500	20,000
Gift certificates	8,409	14,968
Lockers	918	1,133
Interest income	275	1,481
Miscellaneous income	-	11,671
Total revenues and support	2,071,974	1,280,553
EXPENSES		
Program services	1,543,901	931,353
General and administration	305,631	449,685
Fundraising	52,145	30,677
Total expenses	1,901,677	1,411,715
CHANGE IN NET ASSETS FROM OPERATIONS	170,297	(131,162)
NET ASSETS RELEASED TO THE CITY	-	(14,860)
CHANGE IN NET ASSETS	170,297	(146,022)
NET ASSETS, Beginning of year	994,993	1,141,015
NET ASSETS, End of year	$ 1,165,290	$ 994,993

GREAT BEAR MANAGEMENT, INC.

STATEMENTS OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED APRIL 30, 2025

	Program Services	General and Administration	Fundraising	Total
Payroll	$ 688,135	$ 194,209	$ 43,158	$ 925,502
Payroll taxes	59,772	14,857	3,302	77,931
Employee benefits	2,200	2,750	550	5,500
Total salaries and related expenses	750,107	211,816	47,010	1,008,933
Utilities	152,516	16,946	-	169,462
Advertising	77,519	27,551	5,135	110,205
Rent expense, in kind	91,980	10,220	-	102,200
Food and beverages	101,241	-	-	101,241
Insurance	69,836	18,557	-	88,393
Bank charges	63,585	-	-	63,585
Uniforms and training	49,804	-	-	49,804
Supplies	37,398	9,938	-	47,336
Repairs and maintenance	31,219	-	-	31,219
Dues and subscriptions	15,220	4,044	-	19,264
Professional fees	13,481	-	-	13,481
Retail items purchased for resale	13,205	-	-	13,205
Lease expense	6,829	-	-	6,829
Snomax supplies	5,285	-	-	5,285
Licenses	3,170	-	-	3,170
Donations	2,310	-	-	2,310
Unrelated business tax	1,415	-	-	1,415
Travel	1,090	290	-	1,380
Interest expense	270	-	-	270
Total expenses before depreciation	1,487,480	299,362	52,145	1,838,987
Depreciation	56,421	6,269	-	62,690
Total expenses	$ 1,543,901	305,631	52,145	1,901,677

See Notes to Financial Statements

GREAT BEAR MANAGEMENT, INC.

STATEMENTS OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED APRIL 30, 2024

	Program Services	General and Administration	Fundraising	Total
Payroll	$ 247,369	$ 277,842	$ 24,341	$ 549,552
Payroll taxes	20,018	21,255	1,862	43,135
Employee benefits	540	675	135	1,351
Total salaries and related expenses	267,927	299,772	26,338	594,038
Utilities	135,976	15,108	-	151,084
Insurance	56,012	57,061	-	113,073
Advertising	69,056	24,465	4,339	97,860
Rent expense, in kind	68,760	7,640	-	76,400
Uniforms and training	72,321	-	-	72,321
Food and beverages	68,565	-	-	68,565
Supplies	30,771	31,346	-	62,117
Bank charges	29,462	-	-	29,462
Repairs and maintenance	25,328	-	-	25,328
Professional fees	12,215	-	-	12,215
Retail items purchased for resale	11,529	-	-	11,529
Snomax supplies	10,896	-	-	10,896
Travel	4,889	4,981	-	9,870
Dues and subscriptions	3,564	3,631	-	7,195
Donations	5,300	-	-	5,300
Lease expense	4,281	-	-	4,281
Licenses	1,810	-	-	1,810
Unrelated business tax	1,557	-	-	1,557
Interest expense	-	-	-	-
Total expenses before depreciation	880,219	444,004	30,677	1,354,901
Depreciation	51,134	5,681	-	56,815
Total expenses	$ 931,353	$ 449,685	$ 30,677	$ 1,411,716

See Notes to Financial Statements

GREAT BEAR MANAGEMENT, INC.

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED APRIL 30, 2025 AND 2024

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 170,297	$ (146,022)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	62,690	56,815
Park improvements donated to the City	-	14,860
Changes in assets and liabilities		
Accounts receivable	(13,217)	9,409
Inventory	2,761	(14,751)
Prepaid expenses	7,673	69,257
Accounts payable	(6,785)	(1,649)
Accrued expenses	22,564	(193)
Gift cards payable	(10,908)	8,888
Customer deposits	8,211	75
Deferred revenue	98,280	-
Net cash provided (used) by operating activities	341,566	(3,311)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(28,472)	(63,416)
Purchase of park improvements	-	(8,887)
Net cash used in investing activities	(28,472)	(72,303)
Net increase (decrease) in Cash and Cash Equivalents	313,094	(75,614)
CASH AND CASH EQUIVALENTS, Beginning of year	807,509	883,123
CASH AND CASH EQUIVALENTS, End of year	$ 1,120,603	$ 807,509
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Interest paid	$ 270	$ -

See Notes to Financial Statements

GREAT BEAR MANAGEMENT, INC.

NOTES TO FINANCIAL STATEMENTS

1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

a. Nature of Activities

Great Bear Management, Inc. (the Organization) is a nonprofit corporation under the laws of the State of South Dakota. The Organization was organized to support and promote winter sports, Special Olympics, state, county and municipal parks and other facilities devoted to such purposes, and to provide management and operating services with respect to the foregoing.

b. Basis of Presentation

The financial statements of the Organization have been prepared using the accrual basis of accounting in accordance with U.S. generally accepted accounting principles, which requires that resources be classified for reporting purposes based on the existence or absence of donor-imposed restrictions. This is accomplished by classification of resources into two classes of net assets: without donor restrictions and with donor restrictions. Accordingly, the net assets of the Organization and changes therein are classified as follows:

- Net Assets Without Donor Restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. The Organization's board may designate assets without restrictions for specific operational purposes from time to time.

- Net Assets With Donor Restrictions – Net assets with donor restrictions are resources that are restricted by a donor for use for a particular purpose or in a particular future period. Some donor-imposed restrictions are temporary in nature, and the restriction will expire when the resources are used in accordance with the donor's instructions or when the stipulated time has passed. Other donor-imposed restrictions are perpetual in nature; the Organization must continue to use the resources in accordance with the donor's instructions.

c. Use of Estimates

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

d. Cash and Cash Equivalents

For purposes of reporting cash flows, the Organization considers all financial instruments with an original maturity of three months or less to be cash equivalents.

e. Accounts Receivable

Accounts receivable are uncollateralized obligations owed to the Organization for group, event, or sponsorship revenues. Management periodically reviews accounts receivable and estimates the unrealizable portion through an allowance for credit losses. Accordingly, no allowance for credit losses has been provided as no material write-offs are expected. As of April 30, 2025, 2024, and 2023 the accounts receivable balance was $14,264, $1,047, and $10,456, respectively.

GREAT BEAR MANAGEMENT, INC.

NOTES TO FINANCIAL STATEMENTS

1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (continued)

f. Inventory

Inventory is valued at cost on a first-in, first-out basis.

g. Property and Equipment

Property and equipment is stated at cost or at fair market value at the date of donation. Expenditures over $2,500 for assets purchased for improvements that significantly add to the productive capacity or extend the useful life of an asset are capitalized. Expenditures for maintenance and repairs are charged to expense. When equipment is retired or sold, the cost and related accumulated depreciation are eliminated from the accounts and the resultant gain or loss is reflected in income.

Depreciation is computed using the straight-line method. Estimated useful lives for depreciation range from five to seven years. Depreciation expense totaled $62,690 and $56,815 for the years ended April 30, 2025 and 2024, respectively.

h. Revenue Recognition

Lift tickets, food & beverage, rentals, lessons, groups, and retail

The Organization recognizes revenue from lift tickets, food & beverage, groups, and retail at the point in time when the sale occurs. Revenue from rentals and lessons are recognized when the event occurs.

Season passes

Revenue is recognized over the ski season on a straight-line basis due to a fluctuating usage pattern.

Private events

Revenue from private events are recognized when the event occurs.

Sponsors

Revenue from sponsorships is recognized when the sponsoring event occurs.

Gift certificates

The Company sells gift cards. The Company does not charge fees on unused gift cards and cards do not expire. Revenue from gift cards is recognized when the gift card is redeemed by the customer, or the likelihood of the gift card being redeemed is remote and the Company has no legal obligation to remit the unused balance to relevant jurisdictions as unclaimed property. The Company estimates its gift card breakage rate based on historical redemption experience and recognized the projected breakage at April 30th, which is the time the Company considers one third redemption remote. At April 30, 2025 and 2024, contract liability (gift cards payable) in regard to unearned gift certificates was $21,754 and $32,662, respectively.

In-Kind management fee and special project fund

Revenue from in-kind management fee and special project fund is recognized in the period received. See note 3 and note 4.

GREAT BEAR MANAGEMENT, INC.

NOTES TO FINANCIAL STATEMENTS

1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (continued)

i. Functional Allocation of Expenses

All costs are directly allocated to program, management and general or fundraising with the exception of staff salaries and benefits, occupancy and office, advertising, depreciation, insurance, and miscellaneous. Management's estimated allocation of these costs is based on estimates of time and effort.

j. Income Taxes

The Organization is a not-for-profit organization that is exempt from income taxes, except for any unrelated business income, under Section 501(c)(4) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation. During the fiscal years April 30, 2025 and 2024, the Organization incurred unrelated business income of $18,500 and $20,000, respectively, related to sponsorship/advertising income. Income taxes paid amounted to $1,415 and $1,557 for fiscal years April 30, 2025 and 2024, respectively.

The Organization believes it has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

k. Concentration of Credit Risk

The Organization maintains cash balances at one financial institution located in South Dakota. These balances, at times, exceed Federal Deposit Insurance Corporation limits of $250,000. At April 30, 2025 and 2024 the Organizations uninsured cash balances totaled $198,904 and $0, respectively. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash.

l. Advertising Costs

Advertising costs are charged to operations when incurred. Advertising expense for the years ended April 30, 2025 and 2024 was $110,205 and $97,860, respectively.

m. Fair Value of Financial Instruments

As of April 30, 2025, none of the Organization's assets or liabilities were required to be measured at fair value on a recurring basis. The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses approximate their fair values due to the short-term nature of these instruments. There were no changes in valuation techniques or assumptions during the year ended April 30, 2024.

n. Reclassifications

Certain April 30, 2024 items may have been reclassified to conform with the April 30, 2025 financial statement presentation.

o. Date of Management's Review

Subsequent events were evaluated through August 5, 2025, which is the date that the financial statements were available to be issued.

GREAT BEAR MANAGEMENT, INC.

NOTES TO FINANCIAL STATEMENTS

2. NET ASSET DESIGNATIONS AND RESTRICTIONS

The Organization operates and manages a year-round recreational facility for public use under an agreement with the City of Sioux Falls. As part of this agreement, the Organization is required to maintain a separate bank account for revenues and expenses related solely to this operation.

Upon termination of the management agreement, the Organization is required to relinquish all property at the recreational facility, including cash, inventory, rental equipment, and office supplies purchased for the purpose of operating and managing the facility.

Since inception, the Organization has incurred approximately $2,550,000 in park improvements that are not reflected in these financial statements, as legal title to the assets reverts to the City of Sioux Falls upon completion of each project. As of April 30, 2025, the Organization has incurred approximately $27,000 in costs related to an ongoing ski terrain project that will similarly revert to the City upon completion.

Because all assets reported on the statements of financial position as of April 30, 2025 and 2024 are used for, or are the result of, the management and operation of the recreational facility on behalf of the City of Sioux Falls, the Organization considers all net assets to be donor restricted.

3. MANAGEMENT AGREEMENT

The Organization entered into a management agreement with the City of Sioux Falls, dated April 30, 2023, to operate and manage the recreational facility. The agreement commenced on May 1, 2023, and will expire on April 30, 2028, unless earlier terminated or extended in accordance with the terms of the agreement. Under the agreement, the Organization does not receive compensation for its management services. Similarly, the Organization is not charged rent for the use of the land, buildings, and other permanent fixtures owned by the City at the recreational facility. Management has estimated the fair value of the contributed services and use of facilities to be $102,200 and $76,400 for the years ended April 30, 2025 and 2024, respectively. In accordance with FASB ASC 958, these amounts have been recognized as in-kind contributions of management services and rent expense in the accompanying statements of activities. The valuation is based on comparable market rates for facility rental and management services for similar public-use operations in the region.

4. NOTES PAYABLE

The Organization has a bank line of credit available, expiring June 2025. The stated amount available is $150,000, with a variable interest rate, which was 8.50% at April 30, 2025. There was no outstanding line of credit balance at April 30, 2025 and 2024.

Interest expense was $270 and $0 for 2025 and 2024, respectively.

5. SPECIAL PROJECTS FUND

The Organization received contributions from the Sioux Falls Area Community Foundation. The Organization received approximately $113,395 and $0 in special projects funds for the years ended April 30, 2025 and 2024, respectively. The Organization has expended that money for the intended purpose.

The Organization is also the beneficiary of the Angus Anson Family Great Bear Endowment held by the Sioux Falls Area Community Foundation. Contributions received for both the special projects fund and Angus Anson fund are recorded when received. The total fund balances are designated funds of the Sioux Falls Area Community Foundation and are not reflected in Great Bear Management's financial statements.

GREAT BEAR MANAGEMENT, INC.

NOTES TO FINANCIAL STATEMENTS

6. OPERATING LEASES

The Organization leased lockers under a non-cancelable lease as of July 10, 2018. The minimum non-cancelable lease commitment pursuant to this lease is as follows:

Year Ended April 30,	
2025	3,750
Total Commitment	$ 3,750

7. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

Financial assets available for general expenditure, including restricted amounts that are available for expenditures within one year of April 30, 2025 and 2024 are as follows:

Financial Assets:	2025	2024
Cash	$ 1,120,603	$ 807,509
Accounts receivable	14,264	1,047
	$ 1,134,867	$ 808,556

The Organization has a liquidity management policy to structure its financial assets to be available for its general expenditures, liabilities, and as other obligations come due. To manage unanticipated liquidity needs, the Organization has a committed line of credit of $150,000 which it could draw upon.

SiouxFallsGolf
YOUR CITY • YOUR COURSES

2027 Rates

Season Passes	2025 Rates + Tax	2026 Rates + Tax	2027 Rates + Tax
Adult All Time Pass	$1,195	$1,195	$1,295
Adult Weekday Pass	$870	$910	$1,010
Senior All Time (over 65)	$995	$995	$1,095
Senior Weekday (over 65)	$720	$750	$850
Young Executive All Time (24-40)	$850	$890	$990
Young Executive Weekday (24-40)	$620	$650	$750
Student All Time (19 to age 23)	$470	$495	$595
Youth Pass (18 & Under)	$350	$370	$450
Kuehn Park & East Course All Time	$575	$605	$695

Season Pass Add On	Rates + Tax		
Add Spouse to any Season Pass	$350	$370	$450
Add Family to any Season Pass	$425	$500	$600
Add Spouse/Family to Kuehn Park & East Course	$275	$290	$325

Early Buy Sale	Promotion
Black Friday - January 31st	15% OFF ALL PASSES

Green Fees	Rates + Tax		
9 Holes Weekday Prairie Green	$28.00	$28.00	$34.00
9 Holes Weekday Elmwood	$28.00	$28.00	$34.00
18 Holes Weekday Prairie Green	$41.00	$42.00	$49.00
18 Holes Weekday Elmwood	$41.00	$42.00	$49.00
9 Holes Weekend Prairie Green	$35.00	$35.00	$39.00
9 Holes Weekend Elmwood	$35.00	$35.00	$39.00
18 Holes Weekend Prairie Green	$47.00	$48.00	$54.00
18 Holes Weekend Elmwood	$47.00	$48.00	$54.00
9 Holes Weekday Kuehn Park	$22.00	$22.00	$24.00
18 Holes Weekday Kuehn Park	$29.00	$30.00	$30.00
9 Holes Weekend Kuehn Park	$24.00	$24.00	$24.00
18 Holes Weekend Kuehn Park	$31.00	$32.00	$34.00
9 Holes Weekday East Course	$24.00	$24.00	$29.00
18 Holes Weekday East Course	$33.00	$34.00	$39.00
9 Holes Weekend East Course	$25.00	$25.00	$29.00
18 Holes Weekend East Course	$35.00	$36.00	$44.00
Fast 5 Course (5 holes)	$5.00	$5.00	$5.00
Fast 5 Course (10 holes)	$10.00	$10.00	$10.00

Punch Passes	Rates + Tax
ONLY OPTION	$625 for $525

NOTE: Punch Passes may be used for green & cart fees during the 2027 golf season. Punch Passes are non transferable and expire at the end of 2027 golf season. Not eligible for early discounts or Season Pass Perks. No discounts are given when punch pass dollars expire in the fall.

Carts	2025	2026	2027
9- Holes Prairie Green & Elmwood	$15	$16	$17
9 Holes - Kuehn Park	$14	$14	$15
18 - Holes @ All Three Courses	$23	$24	$25
Single Cart Rider	$5/$10	$5/$10	$5/$10

Season Cart Passes	Rates + Tax		
18 Hole All Time Cart Pass	$850	$895	$895
18 Hole Weekday Cart Pass	$725	$760	$760
18 Hole Family Cart Pass	$1,165	$1,225	$1,225
9 Hole Weekday Cart Pass	$550	$580	$580
9 Hole Family Cart Pass	$725	$760	$760

Range Balls	Rates (tax included)		
Small Bucket 1 token	$8.00	$8.00	$9
Medium Bucket 2 tokens	$12.00	$12.00	$12
Large Bucket 3 tokens	$14.00	$14.00	$15

Range Passes	Rates + Tax		
Unlimted Adult Pass	$470	$470	$495
Unlimited Family Pass	$520	$520	$575
Unlimited Youth Pass	$375	$375	$400

Practice and Facility Use	Fee (tax exempt)		
Collegiate (per team) Fall & Spring	$2,500	$2,500	$2,500
High School (school year)	$1,800	$1,800	$1,800

Other Use/Rental	Decided by GM
All Courses	

NOTE: Dynamic Online Pricing available along with other discounts, promotions, & specials as applicable based on season & manager discretion. *Cannot be combined with any other promotion or discount

CITY OF SIOUX FALLS PARKS & RECREATION

Sioux Falls Parks and Recreation
Application for Permit to Charge Entry Fees

Sponsor of Event: Augustana University Swimming and Diving

Name of Event: Augie Winter Invite

Date(s) of Event: 12/3-12/5/2026

Location(s) of Event: Midco Aquatic Center

Event Contact Names(s)	Day Phone	Evening Phone
1. Andrew Makepeace	612-750-8880	
2. Anna Dircks	208-697-8420	

Location(s) where entrance fees will be collected

1. East Entrance
2.
3.
4.

List of fees—please indicate how fee is collected, such as per day, per weekend, per event, per vehicle, etc.

1. $ 10 per Adult Entry
2. $ 0 per Children (Under ~~10~~)
3. $ 5 per Student Entry
4. $ 0 per Student with AU ID

Fee recipient: Augustana University

Fee purpose: Admission

A permit card must be posted at each location where an entrance fee is charged. Please provide an address for permit card(s) to be mailed to your organization.

Organization: Augustana University

Attention: Andrew Makepeace

Street/P.O. Box: 2001 S Summit Ave

City/State/Zip: Sioux Falls, SD 57197

Applicant Signature

6/20/2026
Application Date

Park Board Approval Date

Permit Issued Date

Please submit application at least 60 days in advance of the event.

CITY OF SIOUX FALLS PARKS & RECREATION

Sioux Falls Parks and Recreation
Application for Permit to Charge Entry Fees

Sponsor of Event: Augustana University Swimming and Diving

Name of Event: Augustana University vs Minnesota State University, Mankato

Date(s) of Event: 11/13/2026

Location(s) of Event: Midco Aquatic Center

Event Contact Names(s)	Day Phone	Evening Phone
1. Andrew Makepeace	612-750-8880	
2. Anna Dircks	208-697-8420	

Location(s) where entrance fees will be collected

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List of fees—please indicate how fee is collected, such as per day, per weekend, per event, per vehicle, etc.

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Organization: Augustana University

Attention: Andrew Makepeace

Street/P.O. Box: 2001 S Summit Ave

City/State/Zip: Sioux Falls, SD 57197

Applicant Signature

6/20/2026
Application Date

Park Board Approval Date

Permit Issued Date

Please submit application at least 60 days in advance of the event.

CITY OF SIOUX FALLS PARKS & RECREATION

Sioux Falls Parks and Recreation
Application for Permit to Charge Entry Fees

Sponsor of Event: Augustana University Swimming and Diving

Name of Event: Augustana University vs Minnesota State University, Mankato

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Organization: Augustana University

Attention: Andrew Makepeace

Street/P.O. Box: 2001 S Summit Ave

City/State/Zip: Sioux Falls, SD 57197

Applicant Signature

6/20/2026
Application Date

Park Board Approval Date

Permit Issued Date

Please submit application at least 60 days in advance of the event.

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 ENTER INTO A "CONDITIONAL GIFTING AND NAMING AGREEMENT FOR A FUTURE CASH GIFT FOR THE CONSTRUCTION OF THE FRANK OLSON RECREATION CENTER LOCATED AT FRANK OLSON PARK."

WHEREAS, the Sioux Falls Area Community Foundation (the "Foundation") has separately entered into with Paul and Mary Ellen Connelly (the "Donors") an agreement whereby the Donors will release funds to be administered by the Foundation for the specific purpose of funding enhancements during initial construction of the Frank Olson Recreation Center located at Frank Olson Park; and

WHEREAS, the City Council has adopted bond ordinance 1-25, which earmarks a not-to-exceed amount of $47,000,000 in bond proceeds, plus or minus a 5 percent variance, for the issuance of one or more series of sales tax revenue bonds (the "New Series of Bonds") to design, construct, equip, and/or furnish a new Frank Olson Recreation Center located at Frank Olson Park. The City's total contribution is described in this Agreement as the "City's Contribution"; and

WHEREAS, the Donors desire to assist with funding enhancements during initial construction of the Frank Olson Recreation Center in exchange for receiving exclusive naming rights for the indoor playground area; and

WHEREAS, the Foundation and the City agree that one of the conditions of such gift is naming the indoor playground area "Margie's Tree House Playground at the Frank Olson Recreation Center" and may be referred to as "Margie's Tree House Playground" on any signage; and

WHEREAS, the Foundation and the City agree that the naming rights for the indoor playground area shall be for a period of no less than ten (10) years; and

WHEREAS, Naming Petition No. 2026-04 was submitted by the Foundation to the City to name the indoor playground area located at the Frank Olson Recreation Center; and

WHEREAS, on October 21, 2026, the Sioux Falls Parks and Recreation Board considered Naming Petition No. 2026-04 and the proposed "Conditional Gifting and Naming Agreement for a Future Cash Gift for the Construction of the Frank Olson Recreation Center located at Frank Olson Park" and recommended City Council approval;

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

Section 1. That the Naming Petition 2026-04 and the document attached to and made part of this ordinance entitled "Conditional Gifting and Naming Agreement for a Future Cash Gift for the Construction of the Frank Olson Recreation Center Located at Frank Olson Park," referring to the indoor playground area as "Margie's Tree House Playground at the Frank Olson Recreation Center," for a period of no less than ten years are approved.

Section 2. That the Mayor is authorized to sign the "Conditional Gifting and Naming Agreement for a Future Cash Gift for the Construction of the Frank Olson Recreation Center Located at Frank Olson Park" after it is ratified and executed by the Foundation.

Section 3. That 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: _____.

_____
Christine Erickson, Mayor

ATTEST:

_____
Jermery J. Washington, City Clerk

CONDITIONAL GIFTING AND NAMING AGREEMENT FOR A FUTURE CASH GIFT FOR THE CONSTRUCTION OF THE FRANK OLSON RECREATION CENTER LOCATED AT FRANK OLSON PARK

This Conditional Gifting and Naming Agreement for a Future Cash Gift for the Construction and Operation of the Frank Olson Recreation Center located at Frank Olson Park (the "*Agreement*") is dated_____, 2026, and is made and entered into between the **City of Sioux Falls**, South Dakota, a home-ruled chartered municipality (the "*City*"), And the **Sioux Falls Area Community Foundation**, a South Dakota non-profit corporation (the *"Foundation"*). The City and the Foundation are referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the Foundation has separately entered into with Paul and Mary Ellen Connelly (the "Donors") an agreement whereby the Donors will release funds to be administered by the Foundation for the specific purposes of funding enhancements to the Frank Olson Recreation Center during initial construction; and

WHEREAS, The City Council has adopted bond ordinance 1-25 which earmarks a not to exceed amount of $47,000,000 in bond proceeds, plus or minus five percent variance, for the issuance of one or more series of sales tax revenue bonds (the "New Series of Bonds") to design, construct, equip, and/or furnish a new Frank Olson Recreation Center located at Frank Olson Park. The City's total contribution is described in this Agreement as (the "*City's Contribution*"); and

WHEREAS, the Donors desire to assist with funding enhancements at the Frank Olson Recreation Center in exchange for receiving exclusive naming rights for the indoor playground.

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

TERMS

Section One
The Gift

1.1 The Foundation agrees to gift to the City, and the City conditionally agrees to accept a gift of an amount of five hundred thousand dollars ($500,000) (the "Gift Amount") for the design and construction of the Frank Olson Recreation Center. The Parties agree and recognize this is a future gift that will be fully vested when all conditions are met.

Section Two
Term of Agreement

2.1 This Agreement will commence on the last to occur of the signing of this Agreement by the Mayor, the attestation of this Agreement by the City Clerk, the approval of this Agreement by ordinance adopted by the City Council, and the expiration of time within which the City Council's approval of this Agreement may be challenged by referendum following the publishing of the City

Council's ordinance (the "Effective Date"), and will continue in full force and effect pursuant to the terms set forth in Section 5.1, unless this Agreement is terminated earlier pursuant to the provision contained herein.

Section Three
Purposes of the Gift

3.1 The Foundation will transfer the Gift Amount to the City by December 1, 2026. The specific purpose of the Gift Amount gifted by the Donors through the Foundation to the City is to commemorate the Donors' charitable gift to the City to assist in funding enhancements to the Frank Olson Recreation Center, including an indoor playground, during initial construction at Frank Olson Park, located at 4001 East 16th Street, Sioux Falls, SD (the "Project Site"). The indoor playground will be known exclusively as the "*Margie's Tree House Playground at the Frank Olson Recreation Center*" and may be referred to as the "*Margie's Tree House Playground*" which will be commemorated with one sign located within the indoor playground area or such other signage or locations to be mutually approved by the City and the Foundation in collaboration with the Donors. The Improvements to the Project Site may include, but are not limited to, those amenities shown in **Exhibit A** which is attached and made a part of this Agreement and described as follows:

3.1.1 Design, construct, equip and/or furnish a new recreation facility with indoor pools, gymnasium, walking track, general community area, indoor children's play equipment and other park and recreational on-site amenities at Frank Olson Park (collectively the "Improvements").

Section Four
Construction

4.1 Once the City's Contribution and the Gift Amount are appropriated and available, the City will administer construction of the Improvements utilizing the City's Contribution and the Gift Amount.

4.2 The Parties agree to the estimated following timeline: Design to be completed by Fall of 2026. Construction of the Improvements will commence in accordance with the project timeline identified and approved during the design process. Construction is anticipated to begin in the Spring of 2027, with a final completion date of Spring 2029. The exact project schedule will be finalized at the end of the design process and may be adjusted due to unexpected site conditions identified during construction. In the event the construction of the Improvements has not commenced by Spring, 2028, and the Parties are not able to agree to an extension, either Party may terminate the Agreement upon delivery to the other Party of written notice of termination.

Section Five
Conditions

5.1 The City's acceptance of the Gift Amount described above is conditioned upon the following:

5.1.1 The intent of the parties is for the City to own, maintain and replace the

Improvements on the Project Site in its sole discretion. When solely determined by the City that the Improvements have become unsuitable, unsafe, or at the end of their useful life, they may be removed by the City with no liability.

5.1.2 The indoor playground will be known as "*Margie's Tree House Playground at the Frank Olson Recreation Center*" for a period not less than ten years from the date of final completion of the Improvements and may be referred to as "*Margie's Tree House Playground*" on any signage. Exhibit B is attached hereto and made a part of this Agreement and depicts the indoor playground area being named. The terms and conditions associated with the naming rights as set forth in Section 3 of this Agreement and the manner in which the naming rights are displayed on the site are also subject to recommendation by the Sioux Falls Parks and Recreation Board and approval of the city council by ordinance. The Parties agree that naming rights shall only become effective when the city council approval is obtained and become final.

5.1.3 The City shall be permitted to enter into agreements for the naming (including title naming) or sponsorship of spaces, rooms, concessions, etc., within the Frank Olson Recreation Center and on-site recreational amenities with third parties which are not inconsistent with the terms of this Agreement. Notwithstanding the previous sentence, any naming or sponsorship agreements within the Margie's Tree House Playground area shall be entered only upon mutual approval of the Foundation in collaboration with the Donors.

5.1.4 The City shall pay the initial costs of construction and installation of any signage. All approval of the signs will be subject to the approval requirements set forth in Section 3.1 of this Agreement.

5.1.5 If the Foundation (on behalf of a Donor) requests at any time a sign to be changed once initially approved by the Foundation (on behalf of a Donor) and the City, then the Foundation (in collaboration with the Donor) will be responsible for the cost of designing, constructing, and installing the new sign. Notwithstanding the foregoing, the City shall have the right to approve or disapprove any such name change in its sole discretion.

5.1.6 If it is discovered the named person, Majorie Goldhammer, 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 the Margie's Tree House Playground, and materially and adversely impacts the attendance of activities or events at the Frank Olson Recreation Center or the *Margie's Tree House Playground*, the City may terminate the naming rights granted herein. Before effecting such termination, the City will give to the Foundation and the Donors written notice of the City's intent to terminate the naming rights and will give the Foundation and the Donors an opportunity to be heard before the City Council. The authority to terminate the naming rights will be vested in the City Council. Should the City determine to terminate naming rights and the Project prior to completion in accordance with the standards set forth above, the Foundation will pay its share of the costs incurred to the termination date as provided in this Agreement.

5.1.7 Unless otherwise mutually agreed to by the City and the Foundation and notwithstanding any other terms of this Agreement, the City will specifically refer to the indoor

playground area for a period not less than ten years from the date of final completion of the Improvements as "*Margie's Tree House Playground at the Frank Olson Recreation Center*" or "*Margie's Tree House Playground* " in all publications, news releases, and documents relative to the indoor playground area and Frank Olson Recreation Center.

5.1.8 The recognition signs for the indoor playground will continue in place for a period not less than ten years from the date of final completion of the Improvements as outlined in Exhibit A and shall continue in place thereafter until the earlier of the following: (i) use of the indoor playground area is terminated, or (ii) the indoor playground area is substantially replaced; or (iii) ten years from the date of final completion of the Improvements.

Section Six
Hold Harmless

6.1 To the fullest extent permitted by law, the Foundation hereby agrees to defend, indemnify and hold the City and its respective officers, directors, employees, agents, elected and appointed officials harmless from any and all claims, damages, losses and judgments of third parties, including attorneys' fees and expenses recoverable under applicable law arising out of the construction and completion of the Improvements furnished 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 an act, error, or omission of the Foundation and/or its employees/contractors/agents arising out of the gift(s) and/or work described in the Agreement. This agreement does not waive the City's sovereign immunity, and the City reserves the right to rely on sovereign immunity to the extent permitted by South Dakota Law. The City will be responsible for errors, omissions, and negligence of its employees, officers and agents to the extent provided by law. This section does not require the Foundation to be responsible for or defend against claims or damages arising solely from the negligent or intentional acts of the City, its employees, officers and agents. The Parties' obligations in this section shall survive termination or expiration of this Agreement.

Section Seven
Funds Appropriation

7.1 Notwithstanding any provision of this Agreement to the contrary, any financial obligation of the City, if any, under this Agreement is contingent upon all funds necessary for the performance of this Agreement being budgeted, appropriated and otherwise made available. If funds are not budgeted or appropriated for any fiscal year for services under the terms of this Agreement, this Agreement will impose no obligation on the City for payment. This Agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted and appropriated, and no right of action or damage may accrue to the benefit of the Foundation, its successors, or assignees, for any further payments.

Section Eight
Default Remedies

8.1 A Party will be in default if it breaches any of its obligations under this Agreement. In the

event of a default, the other Party will give to the Party in default written notice of the default. If the Party in default has not cured the default within 10 days of receipt of the notice of default, or commenced to cure and then proceed to complete the cure of the default within a reasonable period of time in the event the default is not capable of being cured within the 10 day period, then the Party not in default may terminate this Agreement and seek any other remedy allowed under applicable laws or equity, including the recovery of attorneys' fees.

Section Nine
Notice

9.1 All notices, requests, demands or other communications required or permitted under this Agreement must be in writing and delivered either: (i) personally; (ii) by certified or registered mail, return receipt requested, postage prepaid; (iii) by a recognized overnight courier service (such as Fed Ex); or (iv) by email transmission made during normal business hours with a copy to follow by registered or certified mail, return receipt requested, postage prepaid or by overnight courier service, addressed as follows:

If to City: City of Sioux Falls 224 West Ninth Street P.O. Box 7402 Sioux Falls, SD 57117-7402 Attention: Mayor
Email: mayor@siouxfalls.gov

If to Donor: Sioux Falls Area Community Foundation
200 N. Cherapa Place
Sioux Falls, SD 57103-2205
Email: mkolsrud@sfacf.org

The above parties or legal counsel may change their contact information at any time by giving to the other parties and legal counsel written notice of the updated contact information.

Section Ten
Force Majeure

10.1 The City will not be responsible for delays in the completion of the Improvements to the Project Site resulting from causes beyond its reasonable control ("Force Majeure"). Force Majeure will include, but not be limited to, strikes, walk outs, other industrial disturbances, civil disturbances, fires, unusual climatic conditions, epidemics or pandemics, epidemics, acts of God, acts of public enemy, compliance with any governmental regulation, order, or requirement, or inability to obtain labor, transportation, or necessary materials in the open market.

Section Eleven
Entire Agreement

11.1 This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party, or an agent or either Party, that is not contained in this Agreement will be valid or binding. This Agreement may not be enlarged, modified, or altered, except in writing signed by the parties.

Section Twelve
Binding Effect

12.1 This Agreement will inure to the benefit of, and be binding upon, the assignees and successors of the respective parties.

[Signature Page Follows]

CITY OF SIOUX FALLS

BY: _____

PRINTED NAME: _____

TITLE: Mayor

ATTEST:

_____
CITY CLERK
PRINTED NAME: _____

SIOUX FALLS AREA COMMUNITY FOUNDATION

BY: _____

PRINTED NAME: Mary Kolsrud

TITLE: Chief Philanthropy Officer

FEDERAL TAX ID NO. 31-1748533

EXHIBIT A
Frank Olson Recreation Center

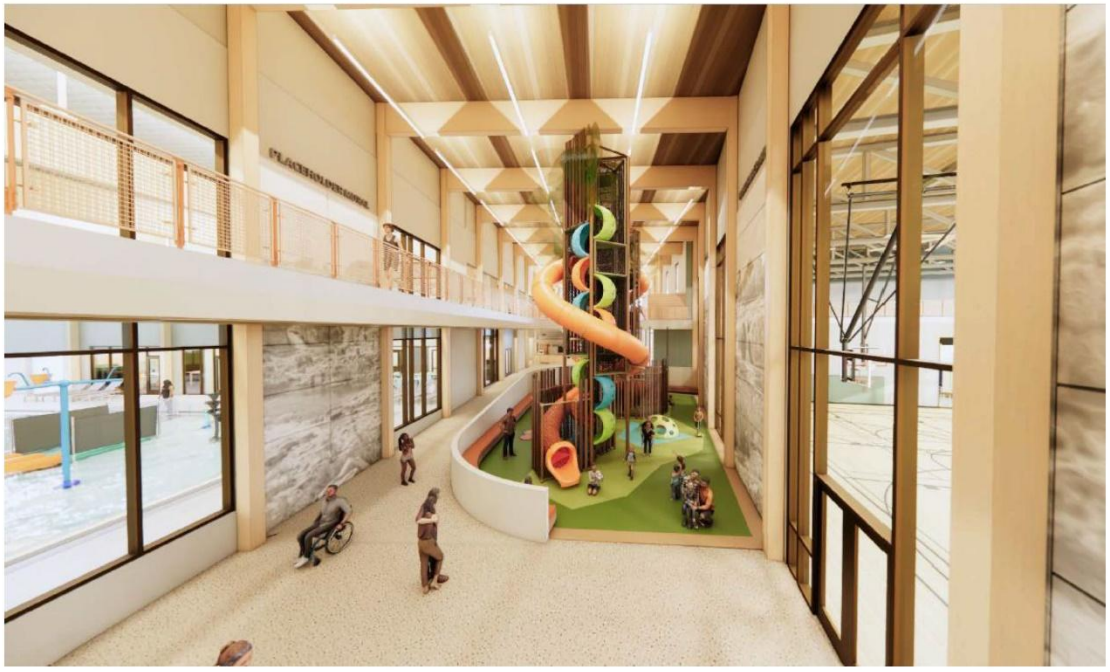


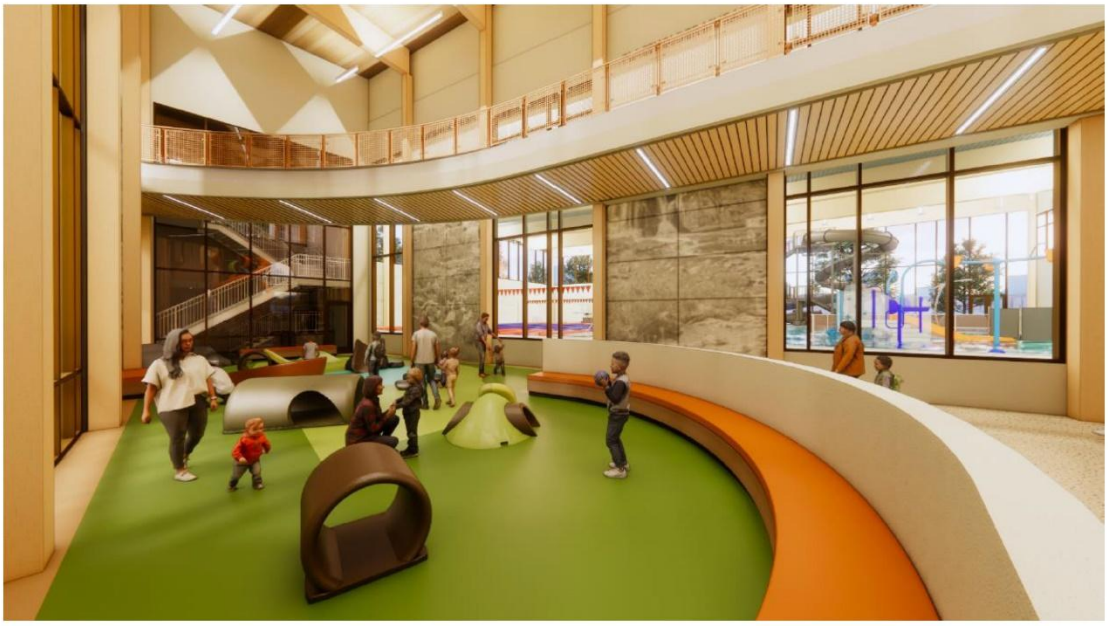
SITE AERIAL


FUTURE PARK IMPROVEMENTS
NORTH OF 18TH STREET
E. 18TH STREET
E. 19TH STREET
E. 20TH STREET
E. 21ST STREET
E. 22ND STREET
SYCAMORE AVENUE
JUDY AVENUE
PARKING CONCEPT
225 SPACES
COMMUNITY
RECREATION CENTER
PARKING REQUIREMENTS SUMMARY
CONFLUENCE
FRANK OLSON PARK COMMUNITY RECREATION CENTER
CITY OF SIOUX FALLS
SIOUX FALLS, SD 57103
WILLIAMS
ARCHITECTS
L2.1

Exhibit B
Indoor Playground








Margie's Tree House Playground

8

APPLICATION FOR
NAMING, RENAMING, OR COMMEMORATION
OF CITY-OWNED PROPERTIES, INCLUDING STREETS OR
BUILDING FACILITIES, AND INTERIOR SPACES, THEREOF.

Petition No.: 2026-04
Date: 9/8/2026

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

Director of Planning and Development Services:

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

Legal Description: (Please print or type): PUBLIC SCHOOL TRS 1 & 2 & N1/2 N1/2 E1/2 NE1/4 SE1/4 (EX H1) & 66' VAC ST LYINGADJ TO PUBLIC SCHOOL TR 2 FROM 18TH ST S TO 19TH ST & W1/2 VAC ELM AVE LYING ADJ& FRANK OLSON PARK TRACT GRANDVIEW PARK ADDN TO CITY OF SIOUX FALLS

General Location or Street Address: Frank Olson Park - 4001 E 16th Street, Sioux Falls, SD

Please Check Appropriate Application Category:

☐ **Naming or Renaming**

☐ City-Owned Street

Please attach the petition signed by at least 60 percent of the number of owners of properties abutting the portion of the street to be renamed.

Existing Name: _____
Proposed Name: _____
Proposed Rename, if applicable: _____

☑ City-Owned Property—Park or Library

Existing Name: Frank Olson Park
Proposed Name: Margie's Tree House Playground at the Frank Olson Recreation Center
Proposed Rename, if applicable: _____

☐ Other City-Owned Property (other than park property, or library property, or street)

Existing Name: _____
Proposed Name: _____
Proposed Rename, if applicable: _____

☐ **Commemorative Designation**

A commemorative designation shall not change the official name of the street, building, or other City property, but shall allow for placement of the signs, plaques, or other items to be placed on the building or property or below the existing street signs.

☐ City-Owned Street
☐ City-Owned Property—Park or Library
☐ Other City-Owned Property (other than Park property, or Library property, or street)

Existing Name: _____
Proposed Commemoration Rename: _____

Application Shall Include:

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

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

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

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

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

Naming or Renaming:

- **Criteria for Street**

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

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

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

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

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

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

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

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

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

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

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

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

- **Criteria for Park Properties**

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

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

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

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

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

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

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

- **Criteria for Library Properties**

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

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

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

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

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

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

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

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

- **Criteria for Other City Properties (Other Than Park Property, or Library Property, or Street)**

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

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

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

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

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

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

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

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

Commemorative Designations

- **Criteria for Commemorative Designations**

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

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

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

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

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

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

    d. Commemorative street names shall not be longer than can be produced by the standard sign manufacturing capability of the Public Works department.

e. Titles, ranks, or religious designations shall not be allowed in a street name or a public property commemorated for an individual. A nickname shall not be allowed, unless such person is best known by that nickname.

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

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

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

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

Acknowledgement

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

Company: Sioux Falls Area Community Foundation

Petitioner Name (Print): Mary Kolsrud

Signature: _____

Date: 01/03/2025 Phone: (605) 336-7055

Address: 200 N Cherapa Place Email: mkolsrud@sfacf.org

Sioux Falls	SD	57053
City	State	Zip

(Please complete below if owner is different than above)

Company: _____

Petitioner Name (Print): _____

Signature: _____

Date: _____ Phone: _____

Address: _____ Email: _____

City	State	Zip

Office Use Only

Submittal Date to Planning Office _____

Application Category

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

General Location or Street Address: _____

Checked by: _____

Application Reviewers	*Review Date*	*Recommendation (Approve, Approve with Stipulations, or Deny*
☐ Library Board	Date _____	_____
☐ Parks Board	Date _____	_____
☐ Street Naming Committee	Date _____	_____

City Council Disposition

Date _____

Final Action (Approve or Deny) _____

Ordinance No. _____

Resolution No. _____

Effective Date _____

Notice of Hearing: _____
Date of Hearing: _____
Date Adopted: _____
Date Published: _____
Date Effective: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONDITIONAL GIFTING AGREEMENT FOR THE DONATION OF REAL PROPERTY.

WHEREAS, Quarry Ridge, LLC desires to gift, donate, convey, and transfer to the City the real property described as:

> Tract 2 in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 1, Township 101 North, Range 49 West of the 5th P.M., Minnehaha County, South Dakota; and
>
> Tract 3 in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 1, Township 101 North, Range 49 West of the 5th P.M., Minnehaha County, South Dakota, according to the recorded plat thereof (the "Property"); and

WHEREAS, the Sioux Falls Parks and Recreation Board considered the proposed "Conditional Gift Agreement for Donation of Real Property" and recommended city council approval;

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

Section 1. That the document attached to and made part of this resolution entitled "Conditional Gift Agreement for Donation of Real Property" is hereby approved;

Section 2. That the Mayor is authorized to sign the "Conditional Gift Agreement for Donation of Real Property" after it is ratified and executed by Quarry Ridge, LLC.

Section 3. 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: _____.

_____
Christine Erickson, Mayor

ATTEST:

_____
Jermery J. Washington, City Clerk

A CONDITIONAL GIFT AGREEMENT FOR DONATION OF REAL PROPERTY

This Conditional Gift Agreement for Donation of Real Property (this "Agreement") is entered into as of October _____, 2026, by and between Quarry Ridge, LLC, a Delaware limited liability company, with a registered office located at 1209 Orange Street, Wilmington, DE 19801 ("Quarry Ridge") and the City of Sioux Falls, South Dakota, a home ruled chartered municipality, having an address at 224 West 9th Street, Sioux Falls, SD 57117 (the "City").

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

1. The Gift.

Subject to the terms, conditions and provisions hereof, Quarry Ridge agrees to gift, donate, convey, and transfer to City, and City agrees to receive and accept from Quarry Ridge, the real property described as:

> Tract 2 in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 1, Township 101 North, Range 49 West of the 5th P.M., Minnehaha County, South Dakota, as indicated on Exhibit A (the "Restricted Property"); and
>
> Tract 3 in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 1, Township 101 North, Range 49 West of the 5th P.M., Minnehaha County, South Dakota, as indicated on Exhibit A ("Tract 3").
>
> Tract 3 and the Restricted Property are sometimes referred to as the "Property".

2. Conveyance.

Subject to the conditions in this Agreement, Quarry Ridge shall convey to City marketable fee title by good and sufficient warranty deeds for the Restricted Property and Tract 3, subject to resolutions, reservations, easements and encumbrances of record (subject to City's title commitment review and objection below), except for as agreed to in Section 6 (Liens; Real Estate Taxes). City may obtain an updated title commitment (the "Updated Title Commitment") prior to Closing and shall have the right to object to any requirements or exceptions appearing on the Updated Title Commitment (hereinafter, a "New Encumbrance") that were not noted on the Title Insurance Policy (dated Sept. 10, 2025).

If City objects to a New Encumbrance, then Quarry Ridge may correct, but is not obligated to do so, such New Encumbrance to the satisfaction of City, in its sole and absolute discretion. If a New Encumbrance has not been addressed to the satisfaction of City prior to Closing, City may take one of the following actions: (i) complete Closing and thereby waive any and all objections relating to New Encumbrances; (ii) delay Closing, not to exceed 90 days, to allow Quarry Ridge additional time to correct such New Encumbrances to the reasonable satisfaction of City if

Quarry Ridge is willing to do so; or (iii) terminate this Agreement due to Quarry Ridge's inability to deliver the Property at Closing free and clear of any New Encumbrances. In the event the City terminates this Agreement, the Agreement shall be null and void, without damage or costs to either party.

3. Property "As Is".

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

4. City Inspection.

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

Quarry Ridge has provided the City with the following documents regarding the Property:

ALTA Survey (Dec. 9, 2025)	Title Insurance Policy (Sept. 10, 2025)	Phase One ESA (Nov. 4, 2025)	Zoning Letter (Sept. 5, 2025)

5. Closing.

The Closing of this Agreement will occur in 2026, on a date mutually agreeable to the Parties, but in any event not earlier than the expiration of time within which the City Council's approval of this Agreement may be challenged by referendum pursuant to SDCL §9-20-6. The Closing will be held at First Dakota Title Company in Sioux Falls, SD. Quarry Ridge will transfer possession of the Property to the City immediately upon the Closing.

The City will accept the Property, without interest thereon, upon conveyance to the City of title to the Property. The City's acceptance and payment of closing costs as agreed in Section 7 (Conditions of Transfer) shall be full and just compensation for all obligations of the City hereunder and all claims which Quarry Ridge may have or assert by reason of the possession or occupancy of the Property by City.

6. Liens; Real Estate Taxes.

Quarry Ridge agrees that all encumbrances (real and personal) which are liens against the Property at the time of conveyance to the City shall be satisfied by Quarry Ridge at or before transfer. As of the date of this Agreement there are no liens on the Property.

Any unpaid real estate taxes assessed for 2025 payable in 2026 shall be paid for by the City. Any real estate taxes assessed after the Closing shall be paid by the City.

7. Conditions of Transfer.

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

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

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

c. **Great Bear.** The Restricted Property will be incorporated in and used in conjunction with Great Bear Recreation Park ("Great Bear").

d. **Park Use.** The Restricted Property shall be developed, used and maintained as a public park by the City in connection with Great Bear. The use of the Restricted Property may not be changed except as provided in SDCL §9-38-34. In the event of any change in use or violation of a deed restriction on the Restricted Property, Quarry Ridge shall have the ability or option to re-purchase the Restricted Property for the amount of $1, with such right contained in the deed or other documentation acceptable to Quarry Ridge.

e. **Deed Restriction.** Deed restrictions will be included on the deed for the Restricted Property stating "For Park and Recreational uses only" and that no roads for vehicular traffic or access shall be constructed on the Restricted Property, nor may any motorized vehicles be operated on the Restricted Property, except for purposes of construction of park related improvements and routine park maintenance.

f. **Boundary Marking; Signage.** Prior to allowing public access to the Restricted Property, but not later than September 1, 2027, the City shall install (i) a six foot fence on the boundary of Tract 2 and Tract 1 (as depicted on Exhibit B), with signage to indicate the fence is the boundary of Great Bear/private property; and (ii) donor plaque. The fencing, signage and plaque shall each be of a type and quality acceptable to Quarry Ridge and shall be agreed to by the parties with final approval by Quarry Ridge prior to actual placement of the same by the City.

g. **Announcements**. The City shall not initiate or issue any press release, public statement, announcement, advertisement, social media post, or other publicity/promotional material concerning this Agreement without the participation or prior written approval of Quarry Ridge.

8. Notices.

Any notice or other communication required or permitted by this Agreement may be delivered in person or by first class, U.S. mail, postage prepaid, to a party's address stated above. Notice or communication is deemed delivered on actual receipt.

Copies of any notice or communication to the City shall be provided to the Director of Parks and Recreation, City of Sioux Falls, 231 N. Dakota Ave., Sioux Falls, SD 57117-7402.

Copies of any notice or communication to Quarry Ridge shall be provided to Redstone Law Firm LLP, 1300 W 57th Street, Suite 101, Sioux Falls, SD 57108.

9. 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.

10. Miscellaneous.

a. **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.

b. **Integrated Agreement.** This instrument contains the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of 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.

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

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

[Signature Page Follows]

A CONDITIONAL GIFT AGREEMENT
FOR DONATION OF REAL PROPERTY

SIGNATURE PAGE

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

CITY OF SIOUX FALLS

BY: _____

PRINTED NAME: _____

TITLE: _____

QUARRY RIDGE, LLC

BY: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL TAX ID NO. _____

ATTEST:

_____
CITY CLERK

PRINTED NAME: _____

EXHIBIT A

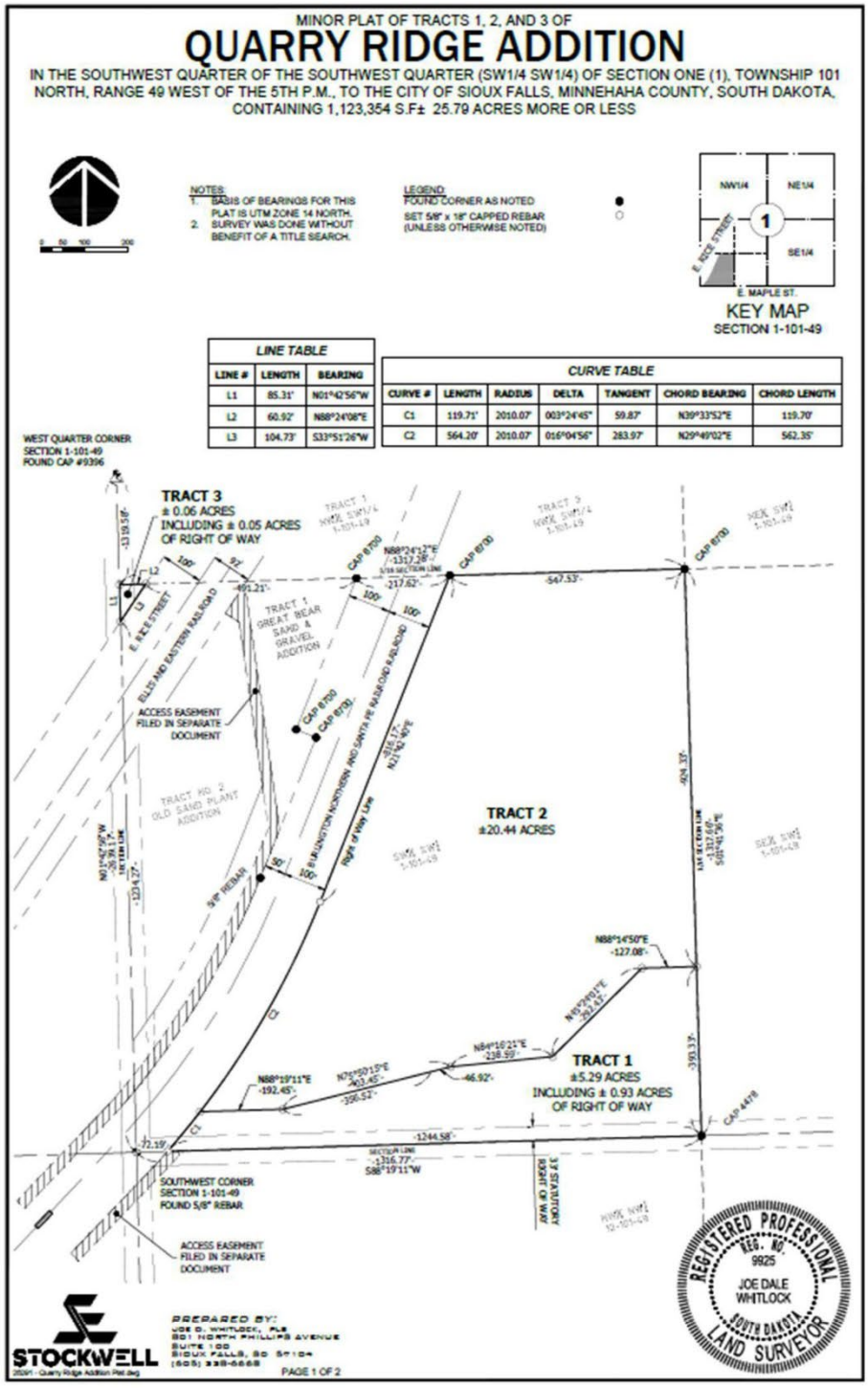
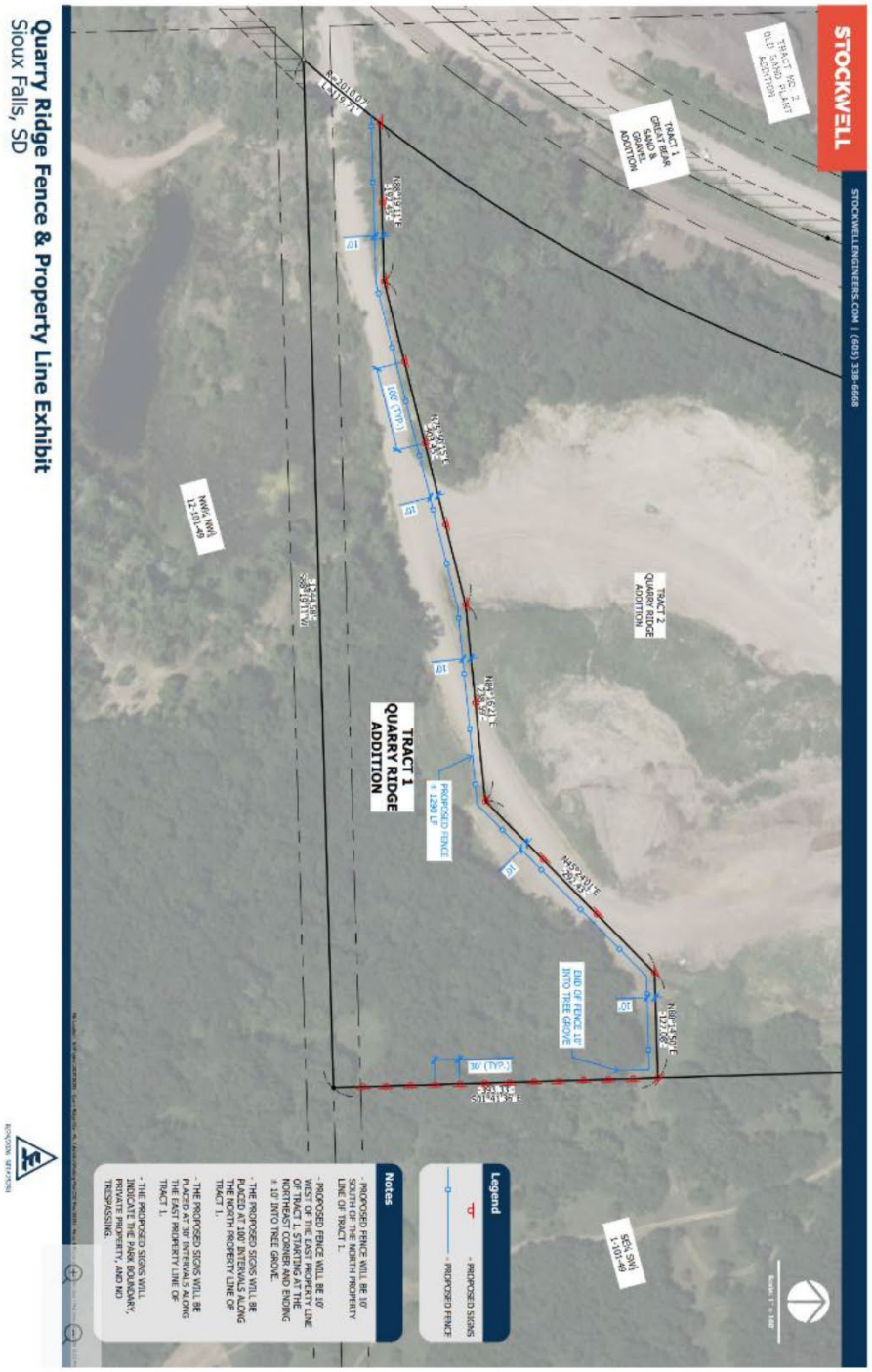

MINOR PLAT OF TRACTS 1, 2, AND 3 OF
QUARRY RIDGE ADDITION
IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 SW1/4) OF SECTION ONE (1), TOWNSHIP 101 NORTH, RANGE 49 WEST OF THE 5TH P.M., TO THE CITY OF SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA, CONTAINING 1,123,354 S.F± 25.79 ACRES MORE OR LESS
NOTES:
1. BASIS OF BEARINGS FOR THIS PLAT IS UTM ZONE 14 NORTH.
2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.
LEGEND:
FOUND CORNER AS NOTED
SET 5/8" x 18" CAPPED REBAR (UNLESS OTHERWISE NOTED)
NW1/4
NE1/4
SE1/4
1
E. RICE STREET
E. MAPLE ST.
KEY MAP
SECTION 1-101-49
LINE TABLE
LINE # | LENGTH | BEARING
L1 | 85.31' | N01°42'56"W
L2 | 60.92' | N88°24'08"E
L3 | 104.73' | S33°51'26"W
CURVE TABLE
CURVE # | LENGTH | RADIUS | DELTA | TANGENT | CHORD BEARING | CHORD LENGTH
C1 | 119.71' | 2010.07' | 003°24'45" | 59.87' | N39°33'52"E | 119.70'
C2 | 564.20' | 2010.07' | 016°04'56" | 283.97' | N29°49'02"E | 562.35'
WEST QUARTER CORNER
SECTION 1-101-49
FOUND CAP #9396
TRACT 3
± 0.06 ACRES
INCLUDING ± 0.05 ACRES
OF RIGHT OF WAY
TRACT 1
GREAT BEAR
SAND &
GRAVEL
ADDITION
TRACT 2
OLD SAND PLANT
ADDITION
TRACT 2
±20.44 ACRES
TRACT 1
±5.29 ACRES
INCLUDING ± 0.93 ACRES
OF RIGHT OF WAY
E. RICE STREET
ELLIS AND EASTERN RAILROAD
BURLINGTON NORTHERN AND SANTA FE RAILROAD
Right of Way Line
ACCESS EASEMENT
FILED IN SEPARATE
DOCUMENT
5/8" REBAR
CAP 6730
CAP 4478
N88°24'12"E
-1317.28'
-217.62'
-647.53'
-1319.58'
-491.21'
-324.27'
-404.37'
-390.33'
N88°14'50"E
-127.08'
N84°10'21"E
-238.59'
N88°19'11"E
-192.45'
-46.92'
-396.52'
-1244.58'
-72.19'
-1316.77'
S88°19'11"W
SOUTHWEST CORNER
SECTION 1-101-49
FOUND 5/8" REBAR
33' STATUTORY
RIGHT OF WAY
ACCESS EASEMENT
FILED IN SEPARATE
DOCUMENT
REGISTERED PROFESSIONAL
REG. NO.
9925
JOE DALE
WHITLOCK
SOUTH DAKOTA
LAND SURVEYOR
PREPARED BY:
JOE D. WHITLOCK, PLS
801 NORTH PHILLIPS AVENUE
SUITE 100
SIOUX FALLS, SD 57104
(605) 338-6668
STOCKWELL
PAGE 1 OF 2

EXHIBIT B


STOCKWELL
STOCKWELLENGINEERS.COM | (605) 338-6668
Quarry Ridge Fence & Property Line Exhibit
Sioux Falls, SD
TRACT 1
QUARRY RIDGE
ADDITION
TRACT 2
QUARRY RIDGE
ADDITION
TRACT 1
GREAT BEAR
SPAWL
ADDITION
TRACT NO. 2
OLD ROAD PLANT
ADDITION
PROPOSED FENCE
± 1290 LF
END OF FENCE 10'
INTO TREE GROVE
30' (TYP.)
NW¼ NW¼
12-101-49
SE¼ SW¼
1-101-49
Legend
- PROPOSED SIGNS
- PROPOSED FENCE
Notes
- PROPOSED FENCE WILL BE 10' SOUTH OF THE NORTH PROPERTY LINE OF TRACT 1.
- PROPOSED FENCE WILL BE 10' WEST OF THE EAST PROPERTY LINE OF TRACT 1, STARTING AT THE NORTHEAST CORNER AND ENDING ± 10' INTO TREE GROVE.
- THE PROPOSED SIGNS WILL BE PLACED AT 100' INTERVALS ALONG THE NORTH PROPERTY LINE OF TRACT 1.
- THE PROPOSED SIGNS WILL BE PLACED AT 100' INTERVALS ALONG THE EAST PROPERTY LINE OF TRACT 1.
- THE PROPOSED SIGNS WILL INDICATE THE PROPERTY BOUNDARY, PRIVATE PROPERTY, AND NO TRESPASSING.