

SIOUX FALLS PARKS AND RECREATION BOARD MEETING

Tuesday, October 28, 2025

4:00 p.m. Regular Board Meeting

City Center Room 110, 231 N. Dakota Ave

ORDER OF BUSINESS

1. Roll call and determination of quorum
2. Approval of minutes from September 17, 2025, meeting
3. Public Comment
4. Unfinished business
5. New Business
 - a. Midco Aquatic Center Sponsorship Agreement – Don Kearney
 - b. Midco Aquatic Center Naming Application – Don Kearney
 - c. Chapter 94 Hearing Procedures for the Sioux Falls Parks and Recreation Board – Brett Kollars
 - d. Tower Park – Permanent Electrical Easement – Mike Patten
 - e. Lotta Neighborhood Usage Agreement For Holiday Lighting Project – Josh Johnson
 - f. Great Bear Audit – Dan Grider
 - g. Great Bear Annual Report – Dan Grider
 - h. Great Bear Fee Schedule – Dan Grider
 - i. Sioux Falls Golf Rates 2026 – Don Kearney
 - j. Gate Fees - 2025 – Augustana Swimming and Diving – Adam Livermore
 - i. Augustana University Winter Invite
 - ii. Augustana University v University of Nebraska- Omaha
 - iii. Augustana University v University of Sioux Falls
 - k. System Master Plan – Mike Patten
 - l. Frank Olson Schematic Design Approval – Mike Patten
 - m. 2026 Policies and Guidelines – Brett Kollars
6. Report of Director of Parks and Recreation
 - a. Aquatics Report – August
 - b. Golf Course Report –August
7. Items added after the agenda deadline
 - a. The Parks and Recreation Board may include other such business as may come before this body.
8. Reading of communications to the Board
9. Open board discussion
10. 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.

September 17, 2025

A REGULAR MEETING OF THE SIOUX FALLS PARKS AND RECREATION BOARD was held on Wednesday, September 17, 2025, at 4 p.m. at Jacobson Plaza

Roll Call and Determination of Quorum

Members present: Teresa Cauwels, Justin Smith, Mick Conlin, Pam Hanneman and Brooke Wegener

Members absent: Mike Begeman

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

Others Present: Catherine Schlimgen, City Attorney's Office; Eli Olson, Parks and Recreation Intern

Approval of Minutes (August 20, 2025)

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

Public Input

None.

Unfinished Business

None.

New Business

Surplus of City Property And Agreement For Exchange of Property Between the City of Sioux Falls, SD and H & W Contracting, LLC: A motion to recommend approval of the Surplus of City Property And Agreement For Exchange of Property Between the City of Sioux Falls, SD and H & W Contracting, LLC: was made by Smith and seconded by Conlin. Motion passed unanimously with all present Board members voting yes.

Set A Date of Hearing For Order To Remove; Appeal or Order at 3904 E 7th St, Sioux Falls, SD, 57103: After board discussion, a motion to adopt board procedures at the October 28, 2025, Park board meeting and to set the hearing for 3:30 p.m. on November 5, 2025, regarding the Order to remove; Appeal or Order for the property located at 3904 E 7th St, Sioux Falls, SD 57103 was made by Smith and seconded by Hanneman. Motion passed unanimously with all present Board members voting yes.

Report of Director of Parks and Recreation:

Kearney started his report by thanking the board for attending the tour. Kearney noted that the low head dam is continuing to progress and has one more pour to reach the east side of the river and an additional gate to be installed. By the end of October, the low head dam should be in place and function as designed. Kearney mentioned that November 21, 2025, will be the first day of ice skating at Jacobson Plaza. Kearney noted that roller skates and roller blades are currently being rented at Jacobson Plaza. Kearney stated that one half of the Westside

September 17, 2025

Recreation Center parking lot will be repaved this fall & curb and gutter work is currently being performed. Kearney responded to a question from Conlin regarding the roof. Kearney stated that the roof is currently being designed. There are multiple roofs on the building. The roof will likely be replaced next spring. Kearney noted that the Elmwood site fence will come down and landscaping will start in the next 10 days and finishing touches in the building will continue to be worked on. After the work is completed, Elmwood will be shut down in its entirety to allow Landscapes Golf to move into the property. Kearney noted that curb and gutter is being completed at the Arrowhead House for formalized parking. Kearney stated that starting in the beginning of October they will start preparing for Winter Wonderland and it will take 6-8 weeks to complete. Kearney noted that the Prairie Green parking lot will be milled and overlayed in mid-October. Finally, Kearney responded to a question from Smith regarding the low head dam. Kearney stated that they have one pour left to complete and one gate to install and by middle of October that work should be completed. In November, the coffer dam will be pulled, and the project will be completed.

Items Added After the Agenda Deadline

None.

Reading of Communications to the Board

None.

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

Secretary

Approved by:

President

1st Reading: _____
2nd Reading: _____
Date Adopted: _____
Date Published: _____
Effective Date: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SIOUX FALLS, SD, APPROVING THE CONTINUATION OF THE NAMING OF THE INDOOR AQUATIC CENTER AT SPELLERBERG PARK TO "MIDCO® AQUATIC CENTER," AND AUTHORIZING THE MAYOR TO ENTER INTO A TEN-YEAR TITLE SPONSORSHIP AGREEMENT BETWEEN THE CITY OF SIOUX FALLS AND MIDCONTINENT COMMUNICATIONS.

WHEREAS, the City owns an indoor aquatic center (the "Aquatic Center"), which includes three (3) indoor bodies of water (a 50-meter competition pool, a recreational pool, and a therapy pool), an indoor water slide, meeting and party rooms, mezzanine, concessions, an outdoor splash pad, and outdoor sundeck. It is open on a year-round, daily basis; and

WHEREAS, Midco is a regional communications company, providing video, broadband Internet, and voice services for residential and business customers in North Dakota, South Dakota, and Minnesota, as well as parts of Wisconsin. Midco is based in Sioux Falls, South Dakota; and

WHEREAS, Midco entered into City Agreement No. 15-4191, as amended, wherein it was granted exclusive title naming rights for a term of 10 years from the opening date of October 13, 2016; and

WHEREAS, Midco desires to continue as the exclusive Title Sponsor of the Aquatic Center; and

WHEREAS, Midco generously pledged Three Million Five Hundred Thousand Dollars (\$3,500,000) to be made in ten (10) annual equal installments as set forth in the Title Sponsorship Agreement; and

WHEREAS, Petition No. 2025-19 was submitted by Midco to the City to continue to name the Indoor Aquatic Center at Spellerberg Park as "Midco Aquatic Center"; and

WHEREAS, the Parks and Recreation Board met on October 28, 2025, and considered Naming Petition No. 2025-19 and the proposed "Title Sponsorship Agreement for the Indoor Aquatic Center at Spellerberg Park" and unanimously recommended City Council approval.

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

Section 1. The document attached to and made part of this ordinance entitled "Title Sponsorship Agreement for the Indoor Aquatic Center at Spellerberg Park," being a ten-year agreement, continuing the name of the Indoor Aquatic Center at Spellerberg Park as "Midco Aquatic Center," is hereby approved.

Section 2. The Mayor is authorized to sign the Title Sponsorship Agreement after it is ratified and executed by Midco.

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

Date adopted: _____.

Paul TenHaken, Mayor

ATTEST:

Jermery J. Washington, City Clerk

TITLE SPONSORSHIP AGREEMENT FOR THE INDOOR AQUATIC CENTER AT SPELLERBERG PARK

This Title Sponsorship Agreement (the "Agreement") is made and entered into by and between the City of Sioux Falls, South Dakota, a home-rule chartered municipality (the "City"), and Midcontinent Communications, a South Dakota general partnership d/b/a "Midco" ("Midco") (the "Title Sponsor") (collectively, the "Parties").

RECITALS:

- A. The City owns an indoor aquatic center (the "Aquatic Center"), which includes three (3) indoor bodies of water (a 50-meter competition pool, a recreational pool, and a therapy pool), an indoor water slide, meeting and party rooms, mezzanine, concessions, an outdoor splash pad and outdoor sundeck. It is open on a year-round, daily basis.
- B. Midco is a regional communications company, providing video, broadband Internet, and voice services for residential and business customers in North Dakota, South Dakota, and Minnesota, as well as parts of Wisconsin. Midco is based in Sioux Falls, South Dakota.
- C. Midco entered into City Agreement No. 15-4191, as amended, wherein it was granted exclusive title naming rights for a term of 10 years from the opening date of October 13, 2016.
- D. Midco desires to continue as the exclusive Title Sponsor of the Aquatic Center.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, and intending to be legally bound hereby, the City and Title Sponsor agree as follows:

1. DEFINITIONS.

- (a) "Aquatic Center" means the indoor aquatic center located at 1601 South Western Avenue at Spellerberg Park, Sioux Falls, SD, owned by the City.
- (b) "Aquatic Center Marks" means the name, logos, and/or any stylized form or combination thereof.
- (c) "Aquatic Center Operator" refers to the City's Parks and Recreation department which staffs the Aquatic Center.
- (d) "Significant Indoor Aquatic Activities" means swim meets involving at least fifty (50) swimmers and recognized as an official sanctioned event under USA Swimming technical and administrative rules.

Agreement No. 26-4002

2. **NAME OF FACILITIES.** On and as of the Effective Date, the name of the Aquatic Center will continue as the "Midco Aquatic Center" (the "Name"). The suffix "at Spellerberg Park" will also be permitted after the name of the facility to designate its exact location, unless amended or changed in accordance with this Agreement.

- (a) **Naming Rights.** From and after the Effective Date, any and all announcements relating to the Aquatic Center and any and all print or broadcast media advertising, as well all marketing and promotional materials, created and/or conducted by the Aquatic Center Operator will continue to refer to the Aquatic Center as the "Midco Aquatic Center."
- (b) The City will cause any entity holding an event to continue to refer to the Aquatic Center as the Midco Aquatic Center on ticketing, in announcements, in print, and broadcast media advertising for the Aquatic Center or the event and any other appropriate collateral and marketing materials.

3. **TERM OF AGREEMENT.** This Agreement will commence on October 13, 2026 (the "Effective Date") and will continue in full force and effect for a period of ten (10) years or October 12, 2035, unless this Agreement is terminated earlier or extended pursuant to the provisions contained herein.

4. **EXCLUSIVE TITLE SPONSORSHIP.** From and after the Effective Date, Midco will be the exclusive Title Sponsor of the Aquatic Center, subject to the terms and conditions set forth in this Agreement. The City will, throughout the term of this Agreement, make the Aquatic Center open and available for use by the general public no less than 300 days per year, determined on an annual basis from the Opening Date or an annual anniversary of the Opening Date.

5. **TITLE SPONSORSHIP FEE.**

- (a) **Base Fee.** The fee for the sponsorship rights and privileges granted to the Title Sponsor pursuant to this Agreement will be Three Million Five Hundred Thousand Dollars (\$3,500,000) (the "Base Fee"). The Base Fee will be paid by the Title Sponsor in ten (10) annual equal installments as set forth in this Agreement.
- (b) **Installment Payments.** Payment of the ten (10) installment payments to the City or the City's designee, each in the amount of Three Hundred Fifty Thousand Dollars (\$350,000), will commence on October 25, 2026, and will be paid annually on October 25 of each year thereafter for nine (9) additional consecutive years, with final payment to be made on October 25, 2035.
- (c) **Delinquent Payments.** In the event any installment is not paid on or before the date it is due and payable, the amount will be delinquent. Delinquent amounts will bear interest from the date of delinquency to the date the full payment is received by the City at an annual rate equal to the prime rate

(published as the United States national average prime rate in *The Wall Street Journal*, or similar publication if *The Wall Street Journal* ceases publication, on the payment due date) plus 3 percent, but in no event greater than the maximum amount permitted by applicable law.

- (d) **Remittances of Installment Payments to Be Made to the City.** The Title Sponsor will remit all installments of the Base Fee, as described under (a) through (c) above, directly to the City or other designee if so directed by the City in writing. The remittances will be delivered to the address specified in this Agreement, or such other address as specified by the City in writing.
- (e) **Payments Net.** All installments of the Base Fee will be net of all fees and applicable taxes assessed on the payments and will be payable in full to the City. If there is assessed on the Base Fee any sales, use, or other tax or fee, the Title Sponsor will pay the amount assessed in addition to the Base Fee.
- (f) **No Prepayment Allowed.** The Title Sponsor may not, without the City's prior written consent, prepay all or any portion of the Base Fee installment payments beyond the installment payment due for the upcoming fiscal year.

6. AQUATIC CENTER LOGO.

- (a) **Midco Aquatic Center Logo.** The City and the Title Sponsor previously agreed to the Midco Aquatic Center Logo ("Logo") as depicted in Exhibit B of City Agreement No. 15-4191, as amended, which is attached hereto as Exhibit B for reference. This Logo will continue to remain in force and effect throughout the term of this Agreement and is expressly incorporated by reference.

7. **TITLE SPONSOR SIGNAGE.** The City and the Title Sponsor previously agreed to various locations of signage ("Title Sponsor Signage") as depicted in Section 7(a)-(k) of City Agreement No. 15-4191, as amended. This Title Sponsor Signage shall continue to remain in full force and effect during the term of this Agreement and is attached hereto as Exhibit C for reference. The City will own all of the signage referred to in this **Section 7**.

- (a) **Normal Operation, Maintenance of, and Repairs to Signage.** The City will, at its expense, be responsible for providing normal operation and completing routine maintenance and repairs, including bulb replacement, for the Title Sponsor Signage, including, but not limited to, the entrance signs, monument signs, and all other interior and exterior signs.
- (b) **Replacement of Signage.** The City will pay for the replacement of the Title Sponsor Signage (including the cost of the replacement signage and its installation and the cost of removing the old signage) in the event: (i) the Parties mutually agree the Title Sponsor Signage must be replaced due to ordinary wear or tear; (ii) the Parties mutually agree replacement is needed or desirable due to changing technology or to enhance the appearance of

the Aquatic Center; or (iii) the Title Sponsor Signage has been damaged or has deteriorated beyond repair due to any cause. Excluding the zero-depth pool, the City shall complete the removal and installation of the replacement signage within one hundred twenty (120) days of such determination, unless otherwise agreed in writing by the Parties, which approval will not be unreasonably withheld. Any replacement of signage located in the zero-depth pool will require a pool shutdown which typically occurs in late summer annually.

In the event the Title Sponsor desires to change the Aquatic Center Marks, subject to the City's approval, which approval will not be unreasonably withheld pursuant to Section 13 of this Agreement, the Title Sponsor shall pay for such replacement signage (including the cost of the replacement signage and its installation and the cost of removing the old signage). Excluding the zero-depth pool, the City shall complete the removal and installation of the replacement signage within one hundred twenty (120) days of receiving written approval and payment from the Title Sponsor, unless otherwise agreed in writing by the Parties, which approval will not be unreasonably withheld. Any changes to the Aquatic Center Marks located in the zero-depth pool will require a pool shutdown which typically occurs in late summer annually.

(c) ***Covering/Removal or Not Illuminating Title Sponsor's Signage.***

Notwithstanding anything herein to the contrary, the City reserves the right, in its reasonable discretion, to cover, remove, or not illuminate interior Title Sponsor signage and not include the Midco Aquatic Center Logo in promotional material during events that are not controlled by the City if required to do so pursuant to any written contracts or agreements entered into by the City with any unrelated third parties for use of the Aquatic Center; provided, however, the City will use commercially reasonable efforts to not be required to cover, remove, or not illuminate Title Sponsor Signage and include the Midco Aquatic Center Logo in promotional materials during any event; and provided further, however, if the City learns or determines Title Sponsor signage must be covered, removed, or not illuminated, and promotional materials must not include the Title Sponsor logo or the Midco Aquatic Center Logo for any event not controlled by the City, the City will promptly notify the Title Sponsor so the Title Sponsor may attempt to negotiate to obtain the rights not to have such signage covered, removed, or not illuminated and the right to include in such promotional materials the Aquatic Center Marks. Examples of events not controlled by the City might include NCAA-sponsored events or Olympic trials. If after use of such efforts the City reasonably and in good faith determines the interior Title Sponsor Signage must be covered, removed, or not illuminated, then the City will exercise due care in the removal or covering of, or disconnecting the electricity illuminating Title Sponsor Signage and in replacing or uncovering, or reconnecting the electricity so as to illuminate the Title Sponsor Signage,

and will be responsible for any and all damage to or loss of any such signage. The Title Sponsor Signage will be replaced, uncovered, or illuminated, as applicable, at no cost to the Title Sponsor, as soon as reasonably possible following the conclusion of the event for which removal, coverage, or disconnection of electricity for illumination purposes is required. The City's rights, as described in this **Section 7** may not, without the Title Sponsor's prior written consent, exceed 10 days per 12-month period measured from the Effective Date to the first anniversary of the Effective Date and each 12-month period thereafter.

8. **TITLE SPONSORSHIP RECOGNITION AND BENEFITS.** The Title Sponsor has requested, and the City granted and approved, the items of recognition and benefits as identified in **Exhibit A** which is attached and made a part of this Agreement. The items of recognition and benefits provided to the Title Sponsor identified in **Exhibit A** shall be provided at no additional expense to the Title Sponsor, except where noted in **Exhibit A**.

9. **DESIGN ELEMENTS FOR TITLE SPONSORSHIP IDENTIFICATION.** The specific design of all identification and signage contemplated by this Agreement, including, but not limited to, the size, color, and location thereof, will be subject to the following provisions:

- (a) **Design Changes.** All changes to the approved designs will be subject to the same approval process as the originally approved designs as described in Section 9 of City Agreement No. 15-4191, as amended. The requesting party will pay the cost of any changes it requests after the initial designs have been approved by both Parties.

10. **ADDITIONAL SPONSORSHIP OPPORTUNITIES.**

- (a) **Additional Sponsors.** The City shall be permitted to enter into agreements for the naming or sponsorship of spaces, rooms, concessions, etc., within the facility during the term with third parties ("**Lower Tier Sponsors**") which are not inconsistent with the terms of this Agreement; provided that City will not enter into agreements or otherwise allow naming or sponsorships by Lower Tier Sponsors in the categories listed as exclusive to Title Sponsor in **Exhibit A**. However, the Title Sponsor will always maintain dominant sponsor presence within and around the facility compared to any other Lower Tier Sponsors.
- (b) **Title Sponsor Branding Protections.** Notwithstanding the City's right to enter into agreements with Lower Tier Sponsors, no new signage, branding, or promotional materials of any Lower Tier Sponsor shall be placed in or around the competitive pool area or the recreation pool area if such signage would reasonably be perceived as equal to or more prominent than that of the Title Sponsor. The City shall ensure that the Title Sponsor's branding remains visually dominant in terms of size, placement, frequency, and lighting across all aquatic spaces. The City shall consult with the Title

Sponsor prior to approving any new signage in either the competitive or recreation pool areas.

11. **Public Relations Efforts.** From the Effective Date, all public announcements, plans, press releases, public relations events, or communications regarding the naming and sponsorship will be jointly approved by the City and Title Sponsor's marketing department.

12. **RIGHTS TO MIDCO TRADEMARKS AND TRADE NAMES.**

- (a) **Ownership of Trademarks and Trade Names.** The use by the City of the name "Midco Aquatic Center" and all of Title Sponsor's trademarks, trade names, and logos (whether or not registered) under the terms and conditions of the Agreement will inure solely and exclusively to the Title Sponsor, and the City and the Aquatic Center will not acquire any goodwill or other interest in them. The Title Sponsor hereby grants to the City and to any third party who has been authorized or required by the City to use the name "Midco Aquatic Center" and/or any of the Title Sponsor's trademarks, trade names, or logos in connection with the Aquatic Center, a limited license to use the name "Midco Aquatic Center" (and any related trademarks, trade names, and logos) for the sole and limited purpose of identification of the Aquatic Center. The City may also seek the Title Sponsor's prior written approval of all proposed uses of the "Midco" name and/or logos in connection with the promotion of the Aquatic Center, which approval will not be unreasonably withheld. The City agrees it will not use any logo design for the Midco Aquatic Center during the term of this Agreement except the logo designs jointly approved by the City and the Title Sponsor. Upon the termination of this Agreement and the receipt by the City, or its successor in interest, of a written request from Title Sponsor to cease the use of such trademarks, trade names, and/or logos, the City or its successor in interest will cease all use in accordance with the terms and provisions of the written request from the Title Sponsor.
- (b) **Infringement.** The City will give the Title Sponsor prompt notice of any known infringement claim related to the Midco Aquatic Center name, the Midco Aquatic Center Logo, and the content of any signage or panels or any messages, promotions, or advertising provided by Midco displayed and/or broadcast hereunder alleged by a third party to infringe against the third party's intellectual property rights. The Title Sponsor has the obligation to defend against or settle the infringement claim or change the infringing material. If the Title Sponsor is unable to successfully defend against or settle the infringement claim, then the Title Sponsor must cease using the infringing material and change the infringing material in accordance with the other provisions of this Agreement. If the Title Sponsor fails to do so, then the Title Sponsor will be in default under the terms of this Agreement and the City may proceed with its rights and remedies under **Section 15(b)** below.

- (c) ***Rights After Termination.*** After the term of the Agreement expires, the Title Sponsor grants to the City a nonexclusive, royalty-free, limited license to utilize the Midco Aquatic Center name and the Midco Aquatic Center Logo in the forms, manner, and media previously approved by the Title Sponsor (such as in signage, marketing materials, promotional items, advertisements, publicity brochures, and website screen shots) or as specifically shown or referenced in any activity or event held at or involving the Aquatic Center during the term of this Agreement for (a) purposes of selling, bartering, rebroadcasting, or other commercial transaction involving athletic events or other events held at or involving the Aquatic Center during the term of this Agreement by or through any media; (b) archival or historical purposes in a corporate or Aquatic Center museum; or (c) as a historical reference in any book, article, movie, radio, television, or Internet broadcast.

13. BINDING EFFECT; CHANGE OF NAME OF TITLE SPONSOR.

- (a) ***General.*** This Agreement will be binding on and will inure to the benefit of the Parties hereto and their successors and assigns.
- (b) ***Change of Identification and Signage in Event of Change of Name or Assignment of Title Sponsorship Rights.*** Notwithstanding any other provision of this Agreement, if, during the term of this Agreement, the name of the Title Sponsor is changed because of a merger, consolidation, acquisition, or other action, or in the event the Title Sponsor assign their rights under this Agreement to a third party, then the name of the Aquatic Center may be changed from "Midco Aquatic Center" to another name; provided, however, any name other than "Midco Aquatic Center" will be subject to the prior written approval of the City, which approval will not be unreasonably delayed or withheld. No name will be proposed as the name of the Aquatic Center which includes any word, number, symbol, or any combination thereof, which either is the same or substantially the same as the legal, business, or trade name of any tobacco or tobacco-related distributor, manufacturer, or product; of any alcohol or alcohol-related distributor, manufacturer, or product; any pornographic, adult book store, or sex-related services or products; or other business or trade name which reflects adversely upon the City. If the City approves any such new name proposed for the Aquatic Center, all references to "Midco Aquatic Center" provided in this Agreement, including, but not limited to, signage, will be changed to the new approved name for the Aquatic Center. All work required to effectuate any name change will be performed by or through the City. All out-of-pocket costs and expenses incurred by the City associated with any name change, including, but not limited to, the City project management expenses, will be prepaid to the City in advance of the manufacture and installation of the signage by the Title Sponsor within 30 days after the date of the City's invoices therefore. All costs and expenses of third-party manufacturers and contractors will be the Title Sponsor's responsibility.

14. INDEMNIFICATION.

- (a) ***By the Title Sponsor.*** Subject to the terms and conditions of this Agreement, the Title Sponsor hereby agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, agents, officers, City Council members, employees, consultants, agents, volunteers, and their respective successors and assigns from and against all costs, damages, liabilities, claims, causes of actions, and expenses (including reasonable attorneys' fees but only to the extent set forth below in this **Section 14(a)**) ("Losses") of any kind or nature resulting from (i) the content of any signage or panels or any messages or promotions displayed and/or broadcast hereunder in the form furnished and/or approved by the Title Sponsor, including without limitation, claims, demands, or litigation alleging signage, panels, promotions, or messages are defamatory, constitute illegal competition, or unfair trade practices, contain infringement of trademarks, trade names, or service marks, constitute a violation of intellectual property rights, or constitute a violation of rights of privacy or infringement of copyrights and proprietary rights; (ii) the breach or default of the Title Sponsor, individually or collectively, of this Agreement. If the Title Sponsor learns of any Losses, the Title Sponsor will give the City prompt notice in writing of the Losses. The Title Sponsor will, on a regular basis, provide the City with full and complete information and updates relating to the Losses and will not enter into any settlement or compromise prior to receipt of the City's written consent therefore. The obligations of the Title Sponsor under this **Section 14** will survive the termination or expiration of this Agreement until all of the Losses are resolved and all relevant statutes of limitation have expired. Losses will include reasonable attorneys' fees in all cases of indemnification, except in the event the indemnification obligation arises under **Section 14(a)(ii)**.
- (b) ***By the City for Title Sponsorship Claims.*** Subject to the terms and conditions of this Agreement, the City hereby agrees, to the extent permitted by law, to indemnify, defend, and hold harmless the Title Sponsor, their subsidiaries and affiliates, and each of their respective partners, members, shareholders, managers, directors, officers, employees, agents, and their respective successors and assigns from and against all costs, damages, liabilities, claims, causes of actions, and expenses (including reasonable attorneys' fees but only to the extent set forth below in this **Section 14(b)**) ("Losses") of any kind or nature resulting from or as a result of (i) an allegation the rights granted to the Title Sponsor under the terms and provisions of this Agreement exceed the City's authority or violate the advertising, naming, and/or sponsorship rights for the Aquatic Center granted by the City to any other party; or (ii) the willful misconduct, or negligent act, error, or omission of, or attributable to the City or any of its officers, employees, agents, concessionaires, lessees, licensees, or

contractors of or at the Aquatic Center while performing any of the City's responsibilities under this Agreement; (iii) the ownership or management of the Aquatic Center or the business, operations, or events conducted in or from the Aquatic Center; and (iv) any breach or default on the part of the City under this Agreement. The City will give the Title Sponsor prompt notice in writing of any of the Losses. The City will, on a regular basis, provide the Title Sponsor with full and complete information and updates relating to the Losses. The obligations of the City under this **Section 14** will survive the termination or expiration of this Agreement until all of the Losses are resolved and all relevant statutes of limitation have expired. Losses will include reasonable attorneys' fees in all cases of indemnification, except in the event the indemnification obligation arises under **Section 14(b)(iv)**.

15. DEFAULT/TERMINATION/REMEDIES.

- (a) ***Title Sponsor Defaults and Material Breaches.*** Each of the following will constitute a breach and material default of this Agreement by the Title Sponsor:
- i. The Title Sponsor's failure to pay the Base Fee or any other payment default under this Agreement within 30 days of its receipt of the City's invoice to Title Sponsor for such payment (notwithstanding the right of the City to charge interest on any sums which become delinquent).
 - ii. The Title Sponsor's failure to correct, remedy, or cease a failure or violation of this Agreement except as set forth in **Section 16(a)i**, within 60 days following receipt of notice of default from the City.
 - iii. The Title Sponsor by the actions of any of its officers or officials has committed, or will commit, any act tending to shock, insult, or offend a majority of the people of the city of Sioux Falls, which materially and adversely affects the operation or use of the Aquatic Center or materially and adversely impacts the attendance at events, following 60 days' advance notice of the City's intent to terminate.
 - iv. The commencement of bankruptcy or insolvency proceedings by the Title Sponsor which have not been dismissed within 90 days of the commencement thereof. Upon the occurrence of such an event, the City has the right to immediately sell any and all rights contained in this Agreement.
 - v. Cessation of Title Sponsor to conduct business, or if Title Sponsor is subject to any attachment, execution, or other judicial seizure or judicial sale of any substantial portion of its assets, which is not discharged or revoked within ten (10) days thereof.

- (b) ***The City's Right to Cure the Title Sponsor's Breach.*** In the event the Title Sponsor is in breach and material default of this Agreement as set forth in **Section 15(a)l. and ll.** above, the City may either: (i) terminate this Agreement, subject to the City's remedies under **Section 15(c)** below and terminate the identification of the Aquatic Center as the "Midco Aquatic Center"; or (ii) if the failure can be cured by expending funds to resolve an infringement claim or the Losses, or to repair or replace an Item which is the responsibility of the Title Sponsor, the City may, in its sole discretion, advance and pay for the Item and the costs expended by the City for the Item, together with interest thereon at the rate of interest specified in **Section 5(c)** above from the date such item is paid for by the City will become due and owing by the Title Sponsor to the City within 30 days after the City invoices the Title Sponsor for the item.
- (c) ***The City's Remedies.*** In the event the Title Sponsor is in breach and material default of this Agreement, the City may terminate this Agreement, avail itself of the other rights granted the City under this Agreement, and avail itself of all other remedies which may be available to the City at law or in equity. Upon the City's termination of this Agreement, the City, without any further proceedings, may grant and license the Title Sponsorship rights to the Aquatic Center to one or more other persons or entities during any portion of the term remaining under this Agreement and receive license fees therefor. Notwithstanding termination, the Title Sponsor's liability for the additional installment payments to be paid to the City under this Agreement are terminated pursuant to this Section 15, and the City will make a good faith effort to obtain fair market value license fees for the Title Sponsorship rights which are licensed to any third party or parties during that portion of the term of this Agreement following the effective termination of the Title Sponsor's rights. The Title Sponsor will pay to the City the difference between the remaining amounts due from the Title Sponsor to the City under this Agreement and the sum the City receives for the Title Sponsorship from other persons or entities during the period beginning on the date the Title Sponsor's rights under this Agreement are terminated and ending on the scheduled expiration date of this Agreement. Such payments will be remitted by the Title Sponsor to the City in accordance with the schedule of annual Base Fee Installment payments as set forth in **Section 5**. The Title Sponsor will also pay to the City all of the City's costs and expenses incurred by the City in securing a new title sponsor, including, but not limited to, reasonable external consultant fees and expenses, the cost of removing the Title Sponsor's signage and other recognition items, repairing the Aquatic Center due to the removal of signage and other recognition items, installing new signage and recognition items to the extent not paid for by the new title sponsor, and any other direct expenses not otherwise identified herein. The payment reimbursing the City for its costs and expenses, as identified herein, will be made within 30 days after the date of the City's notice to the Title Sponsor demanding payment. The termination and payment will not

relieve the Title Sponsor from liability to the City for any damages caused by the Title Sponsor's default and breach and expenses incurred in the relicensing of the Title Sponsorship rights with respect to the Aquatic Center. Following termination of the Title Sponsor's rights, the City will have the right, without any liability, and at the Title Sponsor's cost and expense, to immediately remove from all parts of the Aquatic Center all signs promoting the Title Sponsor and to discontinue any further reference to the title of the Midco Aquatic Center. Effective on termination, the Title Sponsor will cease use of any products or campaigns referencing the Aquatic Center and making references to the Title Sponsor being Aquatic Center sponsors. The City will also be entitled to all other remedies which may be available to the City at law or in equity. The City's rights will be cumulative, and no remedy will be exclusive of any other remedy.

- (d) ***The City's Defaults and Material Breaches.*** Each of the following will constitute a breach and material default of this Agreement by the City:
- i. The failure by the City to make the Aquatic Center open and available for use by the general public no less than 300 days per year throughout the term of this Agreement. A failure under this Section 15(d)i. will not constitute a default or material breach if the failure is due to a Force Majeure Event, as set forth in Section 16 of this Agreement.
 - ii. The City's failure to correct, remedy, or cure a failure or violation of this Agreement, except as set forth in Section 15(d)i, within 60 days following receipt of notice of default from the Title Sponsor.
 - iii. The ceasing of usage of the Aquatic Center entirely or the relocation to another City venue of Significant Indoor Aquatic Activities to be held outside the Aquatic Center. The foregoing will not restrict the city from opening other similar aquatic facilities with alternative naming rights.
- (e) ***The Title Sponsor's Right to Cure the City's Breach.*** In the event the City is in breach and material default of this Agreement as set forth in Section 15(d)i. and ii. above, the Title Sponsor may either: (i) terminate this Agreement subject to the Title Sponsor's remedies under Section 15(f) below; or (ii) if the failure can be cured by expending funds to clean up and maintain an item which is the responsibility of the City, the Title Sponsor may, in their sole discretion, advance and pay for the item and the costs expended by the Title Sponsor for the item, together with interest thereon at the rate of interest specified in Section 5(c) above from the date the item is paid for by the Title Sponsor, will become due and owing by the City to the Title Sponsor within 30 days after the Title Sponsor invoice the City for the item, and the Title Sponsor have no obligation to make any payments to the City for the period from the date of the notice until the item has been cleaned up and maintained. The Title Sponsor may offset any expenses incurred in

connection with the cleanup and maintenance against any amounts due and owing from the Title Sponsor to the City under the terms and provisions of this Agreement.

- (f) **Remedies of the Title Sponsor.** In the event the City is the party in default under Section 15(d)i. for the City not making the Aquatic Center open and available for use by the general public no less than 300 days per year, the Title Sponsor may not terminate the Agreement, but will be entitled to an equitable adjustment of the Base Fee for the shortage of days of availability determined on an equitable basis. In the event the City is in breach and material default of this Agreement under **Section 15(d)i., ii., or iii.**, the Title Sponsor may terminate this Agreement, avail themselves of the other rights granted the Title Sponsor under this Agreement, and avail themselves of all other remedies which may be available to the Title Sponsor at law or in equity. In addition, the Title Sponsor may seek specific performance, along with any other remedies which may be available at law or in equity. In the event the City's rights under this Agreement are terminated by the Title Sponsor pursuant to this **Section 15**, the annual Base Fee payable pursuant to **Section 5** of this Agreement will be prorated on the basis of 365 calendar days and the Title Sponsor will be entitled to a refund from the City of any allowed prepaid Base Fee. The Title Sponsor's remedies will be cumulative and no remedy will be exclusive of any other remedy.
- (g) **Waiver of Certain Damages.** Except with respect to the recovery of incidental damages by the City as set forth in **Section 15(c)**, neither party will be liable to the other party for incidental, indirect, consequential, or punitive damages.

16. FORCE MAJEURE; SUBSTANTIAL DAMAGE. In the event either party to this Agreement is unable to perform its obligations under this Agreement, or to enjoy any of its benefits because of the substantial damage or destruction of the Aquatic Center due to any cause, including a natural disaster or action or decree of a governmental body with appropriate jurisdiction (hereinafter referred to as a "Force Majeure Event"), the party which has been so affected will immediately give written notice to the other party of and will do everything possible to resume its performance. Upon receipt of notice, each party's obligations under this Agreement will be suspended for the period of the Force Majeure Event and, if applicable, the installment payment of the Base Fee for the year in which the Force Majeure Event occurs will be reduced pro rata and the Title Sponsor will receive a credit to be applied to future installment payments for the difference between the installment payment paid and the amount of the reduced payment. However, if the Force Majeure Event occurs on or before the installment payment due on or before 30 calendar days of the Opening Date of the Aquatic Center is paid, the pro rata credit will be applied to the installment payments due from the Title Sponsor to the City on or after the second anniversary date of the opening of the Aquatic Center.

- (a) At the Title Sponsor's sole option, this Agreement will be automatically extended for a period equal to the number of days during which the Aquatic Center was closed due to a Force Majeure Event.
- (b) If the Force Majeure Event lasts for a period of 18 months or longer from and after the date the other party receives notice of the Force Majeure Event and the party who received the notice has been able to perform its obligations despite the Force Majeure Event, the party who received the notice may terminate this Agreement by giving notice stating its desire to terminate the Agreement to the party unable to perform because of the Force Majeure Event.
- (c) If the City is unable to fulfill its obligations due to a Force Majeure Event and chooses not to rebuild or reopen the Aquatic Center, the Base Fee payable pursuant to **Section 6** of this Agreement will be prorated to the date of the Force Majeure Event and promptly refunded, if applicable.

17. INSURANCE.

- (a) **By the City.** The City will maintain a property policy of insurance, subject to a deductible determined by the City in its sole discretion, covering the full replacement cost of the Aquatic Center and the Title Sponsor's Signage. The proceeds, if any, received by the City for a casualty loss of the Title Sponsor's Signage will be used to pay the costs of repair or replacement of the damaged signage. The City will maintain commercial general liability insurance subject to deductibles reasonably standard for municipalities.

18. Notices. Any notice or communication to be given by one party to the other under this Agreement must be in writing. If notice is given by registered or certified mail, it will be deemed to have been given and received on the third business day following the date on which a registered or certified letter containing the notice, properly addressed, with postage prepaid, is deposited in the United States mail, but if given otherwise than by registered or certified mail, it will be deemed to have been given when received by the party to whom it is addressed. Notices will be delivered or sent to the following respective addresses or to such other addresses as the Parties, from time to time, may specify in writing:

To the City:

Mayor
City of Sioux Falls
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

With a copy to:

City Attorney
City of Sioux Falls
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

To Midco:

Midcontinent Communications
 3600 Minnesota Drive, Suite 700
 Minneapolis, MN 55435
 Attention: CEO

With a copy to:

Midcontinent Communications
 3901 North Louise Avenue
 Sioux Falls, SD 57107
 Attention: General Counsel

19. **AMENDMENTS.** No addition to, deletion from, or other modification of any of the provisions of this Agreement will be valid unless made in writing and signed by an authorized representative of each of the Parties.

20. APPLICABLE LAW; VENUE; MISCELLANEOUS PROVISIONS.

- (a) This Agreement will be construed under the laws of the state of South Dakota, without regard to conflict of law principles.
- (b) The Parties agree the venue for any legal action arising out of this Agreement or incident thereto will be proper in a court of competent jurisdiction in Minnehaha County, South Dakota, and each party waives any objection to such venue.
- (c) This is not a third-party beneficiary contract. No person or entity other than a party signing this Agreement will have any rights under this Agreement.
- (d) Nothing in this Agreement will be construed to create a partnership or joint venture, nor to authorize any party hereto to act as agent for or representative of any other party to this Agreement. Each party will be deemed an independent contractor, and no party will act as, or hold itself out as acting as, an agent for any other party hereto.

21. **CAPTIONS.** The titles of the articles, sections, and subsections of this Agreement are for convenience only and do not define or limit the contents.

22. **WAIVERS.** No action other than a written notice by one party to the other, specifically stating the notice has the effect of a waiver, will constitute a waiver of any particular breach or default of the other party. No notice of waiver from either party will waive the other party's failure to fully comply with any other term, condition, or provision of this Agreement, irrespective of any knowledge any City or Title Sponsor officer, employee, or agent may have of any breach or default of, or noncompliance with a term, condition, or provision. No waiver of full performance by either party will be construed or operate as a waiver of any subsequent default of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees or charges for any period after a default will not be deemed a waiver of any right or acceptance of defective performance.

23. **CUMULATIVE RIGHTS.** All remedies available at law or in equity to either party for breach of this Agreement are cumulative and may be exercised concurrently or

separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies.

24. ENTIRE AGREEMENT. The Parties to this Agreement acknowledge it is a negotiated agreement, they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and the terms and conditions of this Agreement are not to be construed against any party on the basis of either party's draftsmanship of this Agreement. This Agreement constitutes the entire agreement between the Parties respecting the subject matter hereof and there are no understandings or agreements between them respecting the subject matter hereof, written or oral, other than as set forth in this Agreement.

25. AGREEMENT COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which will be deemed to be an original having identical legal effect and may be delivered by electronic delivery of a digitized signature or by facsimile.

26. CITY REPRESENTATIONS AND WARRANTIES. The City represents to the Title Sponsor the following:

- (a) The City has full authority to execute, deliver, and perform the obligations of this Agreement.
- (b) Once this Agreement has been signed by the Mayor, attested by the City Clerk, approved by ordinance of the City Council, the ordinance has been published, and the time has expired for the filing of a referendum with no filing having been completed, the City will have taken all actions, and obtained all approvals, in accordance with and as required by all applicable law to make this Agreement a fully binding and legally enforceable obligation of the City.
- (c) Subject to **Subsection 26(b)** above, the terms and provisions of this Agreement will be legally binding on the City and will not violate the terms or provisions of any other agreement or document binding on the City.

27. TITLE SPONSOR'S REPRESENTATIONS AND WARRANTIES. The Title Sponsor represents to the City the following:

- (a) Title Sponsor has the full authority to execute, deliver, and perform its obligations under this Agreement.
- (b) The Title Sponsor has taken all corporate action necessary to approve this Agreement and make this Agreement a fully binding and legally enforceable obligation of the Title Sponsor.
- (c) The terms and provisions of this Agreement do not violate the terms and provisions of any other agreement to which the Title Sponsor is a party.

28. OPERATIONAL STANDARDS AND TITLE SPONSOR CONSULTATION. The City shall maintain ongoing operational standards that prioritize air and water quality within the facility, including both the competitive and recreation pool areas. These standards shall be in accordance with the Center for Disease Control and Prevention's (CDC) Model for Aquatic Health Code (MAHC). The City shall also implement a continuous improvement process for the community experience, including periodic evaluations of facility conditions, signage clarity, and accessibility. The Aquatic Center Operator hereby warrants and represents it agrees to employ staff with certification as Aquatic Facility Operators (AFO) through the National Recreation and Park Association (NRPA) during the length of the agreement. The AFO certification establishes that the AFO certified employee has demonstrated a high level of competence in the area of Aquatic Facility Management and Operations by receiving comprehensive up-to-date training for pool operators, along with information on water chemistry, disinfection, mechanical systems, operations, healthy pools, and safety. Annually, the City and Title Sponsor shall meet to discuss matters related to this Agreement including, but not limited to, compliance with operational standards, visitor experience, signage, upcoming meet schedules and special events, and planned substantial repairs, renovations, improvements or additions to the Aquatic Center. This meeting shall occur in October of each year unless otherwise mutually agreed upon. In addition to the annual meeting, Midco may request and convene additional meetings with the City as needed to address emerging issues or concerns. Such meetings shall be scheduled in good faith and with reasonable notice to ensure such meeting is held in a timely and practical manner.

[Signature page to follow]

CITY OF SIOUX FALLS

MIDCONTINENT COMMUNICATIONS

By: Midcontinent Communications

Investor, LLC, Its Managing Partner

By: Paul TenHaken

Its: Mayor

Dated:

Signed By:

Pat McAdaragh

By: Patrick McAdaragh

Its: CEO

Dated: 10/14/2025

Attest:

City Clerk

Dated:

Exhibit A

Title Sponsor Recognition and Benefits

1. EXCLUSIVITY AND RIGHTS TO MARKS

- Title Sponsor will be the exclusive marketing and sponsor partner of the Midco Aquatic Center in the following categories, and the City will not enter into any marketing or sponsorship agreement with another company in the following categories:
 - Landline telephone service, including local and long-distance service.
 - Mobile services, such as cellular, Internet, data, and related services within the FCC licensed cellular spectrum, is not considered part of Title Sponsor's exclusive sponsorship category, and this Agreement shall not limit the City's right to enter into any agreement with another company that offers such services.
 - If a wireless carrier also sells products in Title Sponsor's category as defined in this Agreement, the logo or mark used must clearly indicate that the product being marketed is only associated with the cellular wireless services. For example, AT&T would be considered a competitor to the Title Sponsor currently, since their brand encompasses both wireless AND other services that are competitive to Title Sponsor. However, if AT&T owned a subsidiary that only provided wireless services and its brand and name was completely separate from the AT&T name, this would not be considered competitive to Title Sponsor.
 - If the City enters into an agreement with a company in the mobile services category, and such company subsequently offers products in the Title Sponsor's exclusive category, the City will terminate agreement with such company immediately.
 - Broadband Internet service.
 - Video program distribution service, including Internet-based video distribution.
- Title Sponsor will have the exclusive right within the above categories to utilize the official Aquatic Center Marks of the Midco Aquatic Center and may utilize such official Aquatic Center Marks to designate themselves as the official partner of this venue in such categories accordingly.
- For other new types or categories of telecommunication services and products that might be created or developed after the execution of this Agreement that are not included above in the exclusive list for the Title Sponsor, the Title Sponsor will receive first right of negotiation to become the exclusive partner in such category.

- Title Sponsor will also be a nonexclusive marketing and sponsor partner of the Midco Aquatic Center in the following category:

Regional sports network

- Title Sponsor will have the nonexclusive right within the above category to utilize the official Aquatic Center Marks of the Midco Aquatic Center.

2. EXCLUSIVE PRODUCT AND SERVICE INTEGRATION

- Title Sponsor will be the official and exclusive service provider of the Midco Aquatic Center in the following categories:
 - Landline telephone service, including local and long-distance service.
 - Mobile services, such as cellular, Internet, data, and related services within the FCC licensed cellular spectrum, is not considered part of Title Sponsor's exclusive sponsorship category, and this Agreement shall not limit the City's right to enter into any agreement with another company that offers such services. If a wireless carrier also sells products in Title Sponsor's category as defined in this Agreement, the logo or mark used must clearly indicate that the product being marketed is in the cellular wireless services.
 - Broadband Internet service and Wi-Fi service.
 - Video services for all televisions, including, but not limited to, HD boxes and DVRs.
- Title Sponsor will have the exclusive right within the above categories to utilize the official Aquatic Center Marks of the Midco Aquatic Center to designate themselves as the official service provider of the Midco Aquatic Center in such categories accordingly.
- The City agrees to purchase the following products and services, if applicable, within the exclusive categories required for the Aquatic Center from Title Sponsor:
 - Landline telephone service, including local and long-distance service.
 - Broadband Internet service.
 - Video services for all televisions, including, but not limited to, HD boxes and DVRs.
 - Cabling and installation for necessary video services inside the Aquatic Center in accordance with the Title Sponsor's Cable Franchise Agreement with the City.
- Title Sponsor agrees to provide Wi-Fi service for the Midco Aquatic Center and will be solely responsible for all costs associated with the development, installation, and ongoing operation of these Wi-Fi services, which will be accessible and usable by both employees and the general public.

- The City agrees to purchase all products and services within the exclusive categories required for the Midco Aquatic Center from Title Sponsor.
 - The Title Sponsor agrees to provide these products and services to the City, and the City agrees to purchase these products and services at or below prices offered by Midco for comparable services to businesses in the city.
- It is acknowledged by both the City and the Title Sponsor that the fair market value for products that have recurring annual costs for their services may increase or decrease during the term of the Agreement. In the event such fair market value does materially increase or decrease during the term, the City and Title Sponsor will mutually agree upon alternative fair market pricing.

3. VIP AND HOSPITALITY

- City and Title Sponsor shall mutually agree upon a program for Title Sponsor's employees and executives which may include, but not be limited to, special wellness programs, discounted membership rates, and other offers and amenities not generally offered to the public.
- Title Sponsor will receive rent-free use of the Midco Aquatic Center for private corporate usage one (1) time per year:
 - Title Sponsor is responsible for any direct costs associated with such event, such as food and beverage, janitorial services, staffing, lifeguards, etc.
 - Date and time of event must be mutually agreed upon between the Aquatic Center Operator and Title Sponsor with at least ninety (90) days' advance notice and is subject to availability of the facility.
 - Use of the Aquatic Center shall comply with all relevant laws and the City's policies regarding facility use.

4. OTHER ASSETS

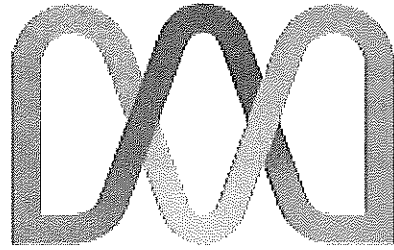
- Title Sponsor and the City will mutually agree upon hosting of a major press conference announcing the continuation of the Title Sponsor naming rights and corresponding press release(s).
- Title Sponsor will have access to the Midco Aquatic Center for on-site marketing purposes and traffic driving promotions, including, but not limited to, product displays, customer appreciation, handouts, customer retention and sign-up activities, booths, new customer promos, and other promotional mediums, up to eight (8) times per year. Exact dates are subject to the City's approval, which will not be unreasonably withheld. At no time will any City employee, in his/her capacity as a City employee, endorse Title Sponsor's products or services. Title Sponsor agrees that the on-site marketing efforts described in this paragraph will at no time reference or picture any City employees and that the materials shall not in any way,

directly or indirectly, infer that the City endorses the Title Sponsor's product or service.

- Title Sponsor and the City may explore creating traffic driving and retail activation promotions, subject to City approval, that may accomplish one or more of the following:
 - Drive existing Title Sponsor clients to the Aquatic Center.
 - Offer Aquatic Center patrons incentives for existing and new customers to renew/sign up for Title Sponsor products and services.
 - Offer existing Title Sponsor customers incentives that can be redeemed at the Aquatic Center.
- The City's website (siouxfalls.gov) will be used to share information with the public about the Aquatic Center. The City will create and maintain related website content and determine the location of Aquatic Center information within the website. The Title Sponsor's logo will be included on the Aquatic Center website's primary landing page, including a hyperlink to the Title Sponsor's website.
- The City's website (siouxfalls.gov) will not be used for the sale and display of commercial advertising in any form including banner advertisements, shopping carts, buttons, and text advertisements. The City may use an exit box notification whenever a visitor chooses to use a hypertext link to the Title Sponsor's website, stating that the user is leaving the City website. The Title Sponsor agrees that messages on the City website cannot include advertising language about the company's products, services, prices, etc.
- Sioux Falls Parks and Recreation social media channels will be utilized by the City to notify, attract, and inform patrons, whether it be currently existing social media platforms or new social media platforms that are developed in the future.

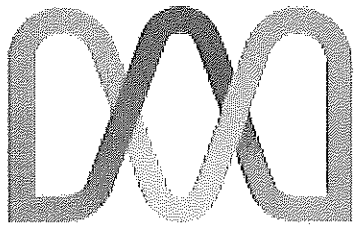
Exhibit B

Midco Aquatic Center Logo



MIDCO®

AQUATIC CENTER



MIDCO®

AQUATIC CENTER

Exhibit C

Title Sponsor Signage

Section 7(a)-(k) from City Agreement 15-4191, as amended, is reslated in part below as follows:

The Title Sponsor will receive the following signage rights and responsibilities ("Title Sponsor Signage") identified below.

- (a) **Exterior Title Sponsor Identification Signs.** Up to two (2) signs displaying the Midco Aquatic Center Logo will be prominently and permanently placed on the exterior of the Aquatic Center. The sizes, designs, and specifications of the exterior signs will be mutually agreed upon by the City and the Title Sponsor.
- (b) **Exterior Entry Points/Rights-of-Way Signage.** Up to three (3) corner monument or marquee signs displaying the Midco Aquatic Center Logo will be installed in locations to be jointly agreed upon by the City and the Title Sponsor. These monument signs will be strategically placed at Aquatic Center entry points at specific locations for each entry point to be jointly agreed upon by the City and the Title Sponsor.
- (c) **Exterior Road and Highway Signs.** The City will request the appropriate government authorities use the name "Midco Aquatic Center" on nearby roads and highway signs, as appropriate.
- (d) **Interior Scoreboard.** The Midco Aquatic Center Logo will be permanently displayed on an Aquatic Center scoreboard (or any feature which is installed to serve the same function as the scoreboard). However, there is no guarantee that such scoreboard will be built and installed within the Aquatic Center at any point in the future. If built, the final design, materials, and size of the Midco Aquatic Center Logo on the scoreboard will be decided jointly by the City and the Title Sponsor. Neither the City nor the Title Sponsor will unreasonably withhold or delay their respective approvals of the design, materials, and size of the sign. Title Sponsor acknowledges that the scoreboard may have a primary alternative sponsor associated with it, subject to Section 10(a), which would include alternative sponsor logo and/or name presence on the scoreboard.
- (e) **Pool Bottom.** The Midco Aquatic Center Logo will receive logo placement on the bottom of the recreational pool located within the Aquatic Center to be mutually agreed upon by City and Title Sponsor.
- (f) **Interior Digital/LED Visibility.** In the event there are digital rotational signage opportunities within the Aquatic Center, Title Sponsor will receive twenty-five percent (25%) of all corporate logo rotations, displays, and/or

advertisements as mutually agreed upon by the Parties. This includes potential LED displays, as well as advertisements on in-house television systems whereby the advertisement opportunities can be controlled by the Aquatic Center Operator.

- (g) ***Interior Title Sponsor Identification Signage.*** The Aquatic Center Marks may be placed in various locations throughout the interior of the Aquatic Center, which may include directional signage, door signage, floor mats, and other appropriate and strategic signage placement. Exact locations, size, type, and specs of signs to be mutually agreed upon by the City and Title Sponsor.
- (h) ***Interior Title Sponsor Signage.*** The City and Title Sponsor will agree on a minimum of two (2) locations within or around the Aquatic Center whereby the Aquatic Center Marks will be placed in accordance with applicable laws, including ordinances and executive orders in effect during the term of this Agreement. Exact locations, size, type, and specs of signs to be mutually agreed upon by the City and Title Sponsor.
- (i) ***Aquatic Center Seats.*** The Title Sponsor may place the Title Sponsor corporate logo on all appropriate Aquatic Center seats, bleacher rows, or aisles/stairs adjacent to the seating area located on the mezzanine level. Content, design, materials, locations, and sizes of such signage to be mutually agreed upon by Title Sponsor and the City.
- (j) ***Parties' Cost Share for Title Sponsor Signage.*** The costs associated with the initial design, manufacture, delivery, and installation of all Title Sponsor signage will be as follows:
 - i. ***Exterior Title Sponsor Signage and Exterior Entry Points/Rights-of-Way Signage:*** The City agrees to pay the costs associated with one exterior Title Sponsor identification sign as described in subparagraph (a) above and one exterior entry points/rights-of-way signage as described in subparagraph (b) above for a combined maximum amount not to exceed \$50,000 for both signs. Thereafter, Title Sponsor shall pay for any excess amounts over the \$50,000 for items listed in subparagraph (a) and (b) above. All costs and expenses incurred by the City associated with this excess amount must be preapproved by Title Sponsor and will be paid to the City by the Title Sponsor within 30 days after the date of the City's invoices. Proof of cost will be provided by the City, and Title Sponsor will only be responsible for the signage cost, with no administrative fees or other upcharges or markups added on by the City.
 - ii. ***Exterior Road and Highway Signs:*** No cost will be incurred by either party.

- iii. *Interior Scoreboard:* The City agrees to be solely responsible for the costs associated with the scoreboard as described in subparagraph (d) above.
 - iv. *Pool Bottom:* Midco agrees to be solely responsible for costs associated with the pool bottom as described in subparagraph (e) above.
 - v. *Interior Digital/LED Visibility:* The City agrees to be solely responsible for the costs associated with the interior digital/LED visibility as described in subparagraph (f) above. Notwithstanding the previous sentence, Midco shall be responsible for costs associated for the creation of the advertisements Midco places on the LED.
 - vi. *Interior Title Sponsor Identification Signage:* The City agrees to be solely responsible for the costs associated with the Interior Title Sponsor Identification signage as described in subparagraph (g) above based on the City's current design plans, along with fabrication and installation. Any additional agreed-upon design, fabrication, and installation costs would be Midco's responsibility.
 - vii. *Interior Title Sponsor Signage:* The City agrees to be solely responsible for the costs associated with Interior Title Sponsor signage as described in subparagraph (h) above.
 - viii. *Aquatic Center Seats:* The City agrees to be solely responsible for the costs associated with the Aquatic Center seats as described in subparagraph (i) above.
- (k) **Joint Approval Required.** All final designs, materials, locations, and sizes of any signs, video displays, monument signs, seat aisle end panels, and other forms for recognition of Title Sponsorship will be decided jointly by the City and the Title Sponsor. Neither the City nor the Title Sponsor will unreasonably withhold or delay their respective approvals of the content, designs, materials, locations, and sizes of any of the foregoing.

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

Petition No.: 2025-19
Date: 10.14.25 *JS*

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): E1/2 SE1/4 SE1/4 (EX LOT H1) (SPELLERBERG PARK)
19-101-49 SIOUX FALLS CITY UNPLATTED

General Location or Street Address: Spellerberg Park (1601 S. Western Avenue Sioux Falls, SD 57105)

Please Check Appropriate Application Category:

☒ Naming or Renaming

☐ City-Owned Street

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

Existing Name: _____

Proposed Name: _____

Proposed Rename, if applicable: _____

☐ City-Owned Property—Park or Library

Existing Name: _____

Proposed Name: _____

Proposed Rename, if applicable: _____

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

Existing Name: Midco Aquatic Center at Spellerberg Park

Proposed Name: Midco Aquatic Center at Spellerberg Park

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.

"Our title sponsorship of the Midco Aquatic Center reflects our ongoing commitment to being a force for good in every community we serve, including Sioux Falls," said Midco President and Chief Operating Officer Ben Dold. "By supporting one of the city's most popular attractions, we hope to provide more fun, excitement and memories for the thousands of families who visit the Midco Aquatic Center each year."

- **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: Midcontinent Communications

Petitioner Name (Print): Paige Pearson Meyer

Signature: 

Date: 10/14/2025

Phone: (605) 275-6300

Address: 905 S Highline Pl.

Email: paige.pearson@midco.com

Sioux Falls

SD

57110

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

- ☐ Library Board
- ☐ Parks Board
- ☐ Street Naming Committee

Review Date

Date _____
Date _____
Date _____

Recommendation (Approve, Approve with Stipulations, or Deny)

City Council Disposition

Date _____

Final Action (Approve or Deny) _____

Ordinance No. _____

Resolution No. _____

Effective Date _____

Chapter 94 Hearing Procedures for the Sioux Falls Parks and Recreation Board

I. Relevant Authority and Definitions

- A. **§ 94.045 Order to Remove: Appeal or Order:** A person to whom an order to remove trees or other woody plants is directed may, within three days of the service of the order, appeal to the board who shall set a day for hearing thereon and give notice thereof to the person appealing. Upon the hearing and review the board may affirm, modify or revoke the order of the director. Unless the order is revoked or modified it shall remain in full force and be obeyed by the person to whom directed. No person to whom an order is directed shall fail to comply with the order within five days after an appeal shall have been determined.
- B. **§ 94.068 Appeals:** When any person has made application for an arborist's license and the application has been denied or refused by the director or when any license has been revoked or when renewal of any license has been refused by the director or when any person believes himself or herself otherwise injured or wronged by the director or any members of his or her staff, the applicant or other person whose license has been refused or revoked or that other person mentioned in this section may appeal from the action of the director or his or her staff to the board for a review of the denial, revocation or other ruling or order. Upon the review the board may affirm, modify or reverse the action of the director or his or her staff.

II. Composition of the Board and Other Officials

The Sioux Falls Parks and Recreation Board (the "Board") is composed of up to seven members. For purposes of any appeal permitted by statute or ordinance to be heard by the Board, a panel of no fewer than four members of the Board will comprise a hearing panel. The hearing panel shall designate a chairperson. A Sioux Falls Parks and Recreation Department (the "Department") official shall act as secretary of the Board. He/she shall keep all records for any appeal permitted by statute or ordinance to be heard by the Board. He/she shall also ensure any appeal hearing is properly noticed pursuant to SDCL § 1-25 and the hearing is recorded in accordance with standard Board practices. The City Attorney or designee shall act as legal advisor for the Board.

III. Standards of Conduct

Neither party may communicate directly or indirectly with the members of the Board regarding the subject matter of the case prior to the hearing. This is to make certain that the Findings and Conclusions of the hearing panel are based only on the information presented during the hearing. The only exception to this is that the City will be permitted

to alert the Board of the existence of an appeal and arrange with the Board a hearing date for the appeal to be heard.

If any member of the Board has advance knowledge of the subject matter of the appeal beyond that obtained from the sources noted in this Section III, or if another substantial conflict of interest exists for the member relating to the appeal, he/she shall be disqualified from sitting on the hearing panel. An appellant may object to any Board member sitting on the hearing panel at the time the appeal is submitted to the Department. The appellant may not object, absent exceptional circumstances, to the presence of any hearing panel member after the appeal has been submitted to the Department.

Parties shall either appear in person or through an attorney. The City shall be represented by counsel in accordance with Art. IV., § 4.03 of the City of Sioux Falls Charter. If the appellant fails to appear in person or through an attorney before the hearing panel at the designated time, date, and place of the hearing, without prior approval from the hearing panel, the appellant's appeal will be dismissed by the hearing panel and the appellant will have waived his/her right to any further action regarding the matter.

IV. Rights of Parties

The City and Appellant shall have these rights:

- (1) To be represented by counsel;
- (2) To call and examine witnesses on any matter relevant to the issue of the hearing;
- (3) To introduce any documentary or physical evidence, except that which is irrelevant, incompetent, immaterial, unduly repetitious, or privileged, into evidence;
- (4) To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
- (5) To inspect all evidence used in the hearing;
- (6) To object to the introduction of evidence; and
- (7) To be present during the presentation of all evidence.

V. Hearing Procedures

The hearing panel chair will call the hearing to order and the secretary shall take a rollicall. After a quorum is established, the City shall be asked to present its case. At this time the City shall call its witnesses for testimony and present any other admissible evidence to the hearing panel. After the City has rested its case, the appealing party may present its evidence. After the appealing party has presented his/her case, the City shall not have an opportunity for rebuttal.

Any person who is called to testify by either party shall be sworn by the chairperson of the hearing panel before their testimony is accepted as evidence and before any questions are put to them. After each witness is questioned by the calling party, the opposing party will be given an opportunity to cross-examine the witness. After cross-examination of the witness, the calling party will be given the opportunity to ask additional questions of the witness to clarify statements made by the witness during cross-examination, to introduce new evidence through the witness in response to cross-examination, or to redirect previous testimony. Members of the hearing panel may also ask questions of the witness.

During testimony or cross-examination of a witness, either party may object to questions being asked or responses of the witness on the basis of relevance to the appeal, or the manner in which a question is asked (such as a “leading” or “argumentative” question). All motions and objections to testimony, evidence, or matters of administrative procedure made by the parties shall be stated orally on the record and will be included in the record, as will the ruling of such motion or objection by the chairperson of the hearing panel.

Parties may also present other relevant evidence, such as documents. All materials and testimony introduced as evidence must be relevant to the appeal. A party seeking to introduce evidence should bring at least three copies of the documents they intend to enter (one copy for the hearing panel, one copy for the opposing party, and one copy to keep). Both parties will be given an opportunity to review documents or items prior to their introduction into evidence and will be allowed to make objections to their introduction. Such objections shall be ruled upon by the hearing panel chair. If the evidence is accepted, it will be entered into the record in the form of “Exhibits,” which will be lettered or numbered by the hearing panel chair. When used by the parties during the examination of witnesses or when preparing documents, evidence may be referred to by the assigned exhibit designation.

Neither party has to read the admitted documents to the hearing panel as it will review the documents once the hearing has concluded. Either party may call attention to the section(s) of the document believed to be important. This can be done at the time the evidence is introduced or through the testimony of a witness during examination.

After the appellant has presented his or her case, the hearing panel chair will close the hearing for questioning. The hearing panel chair will ask both parties for a final statement. No new evidence or testimony can be presented at this time. The hearing panel may establish the maximum time permitted for the closing statements. When closing statements are concluded, the hearing panel chair will close the hearing.

VI. The Decision

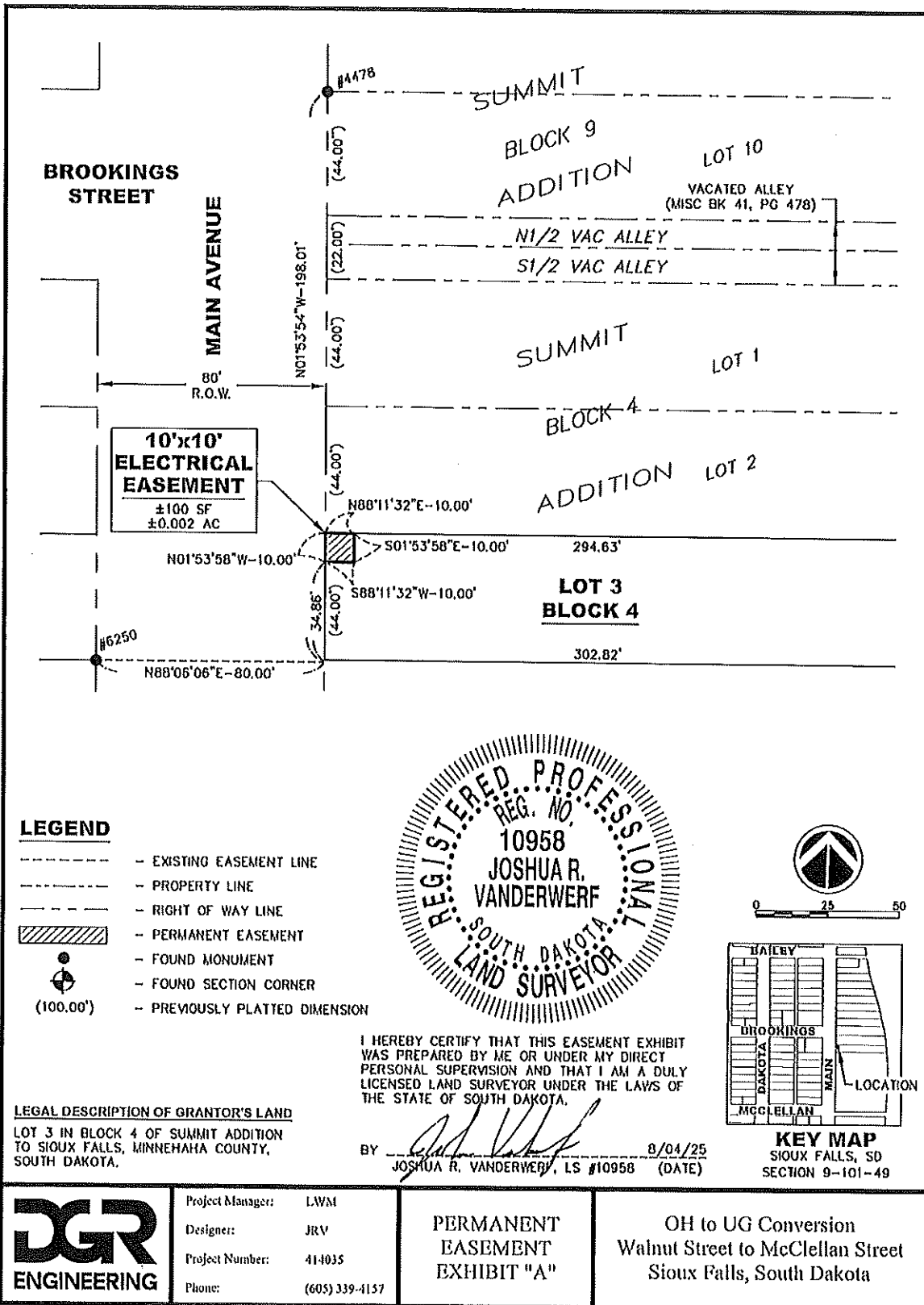
Following the closing of the hearing, the hearing panel chair shall ask the hearing panel to discuss the case and then call for a motion and vote. Voting members may not abstain

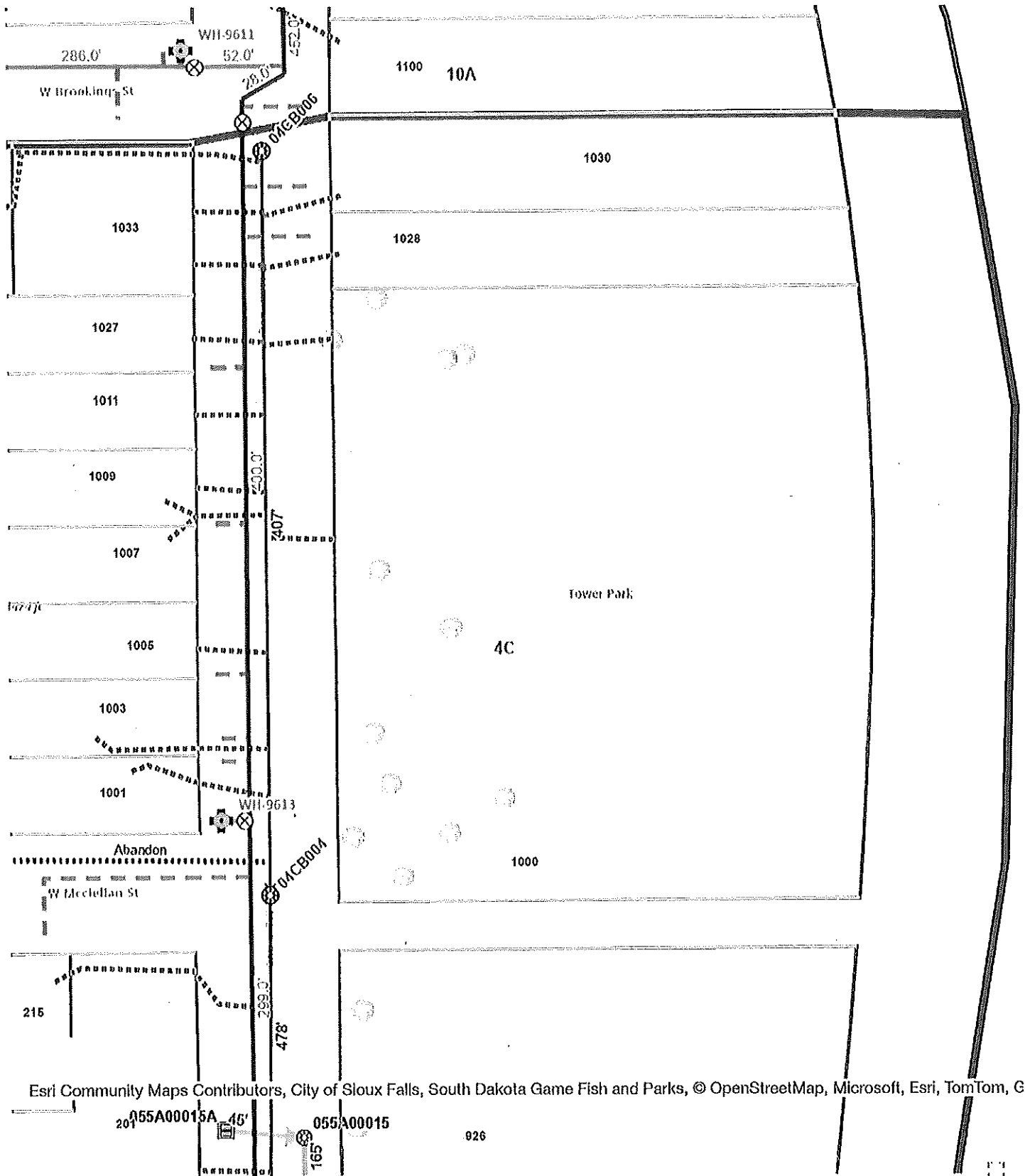
from voting. Each voting member shall decide to affirm, modify, or revoke the order of the director of the Department. If no majority vote is reached, the director's decision is affirmed. Following the vote, and upon a motion and a second, the special hearing can be adjourned.

The attorney for the Board shall draft appropriate Findings of Fact and Conclusions of Law and Order in accordance with the hearing panel's decision. The Findings, Conclusions, and Order will be forwarded to the hearing panel chair for review and signature upon completion. The executed document(s) will be forwarded to both parties.

VII. Amendments

These procedures may be amended by a majority vote of the Board.

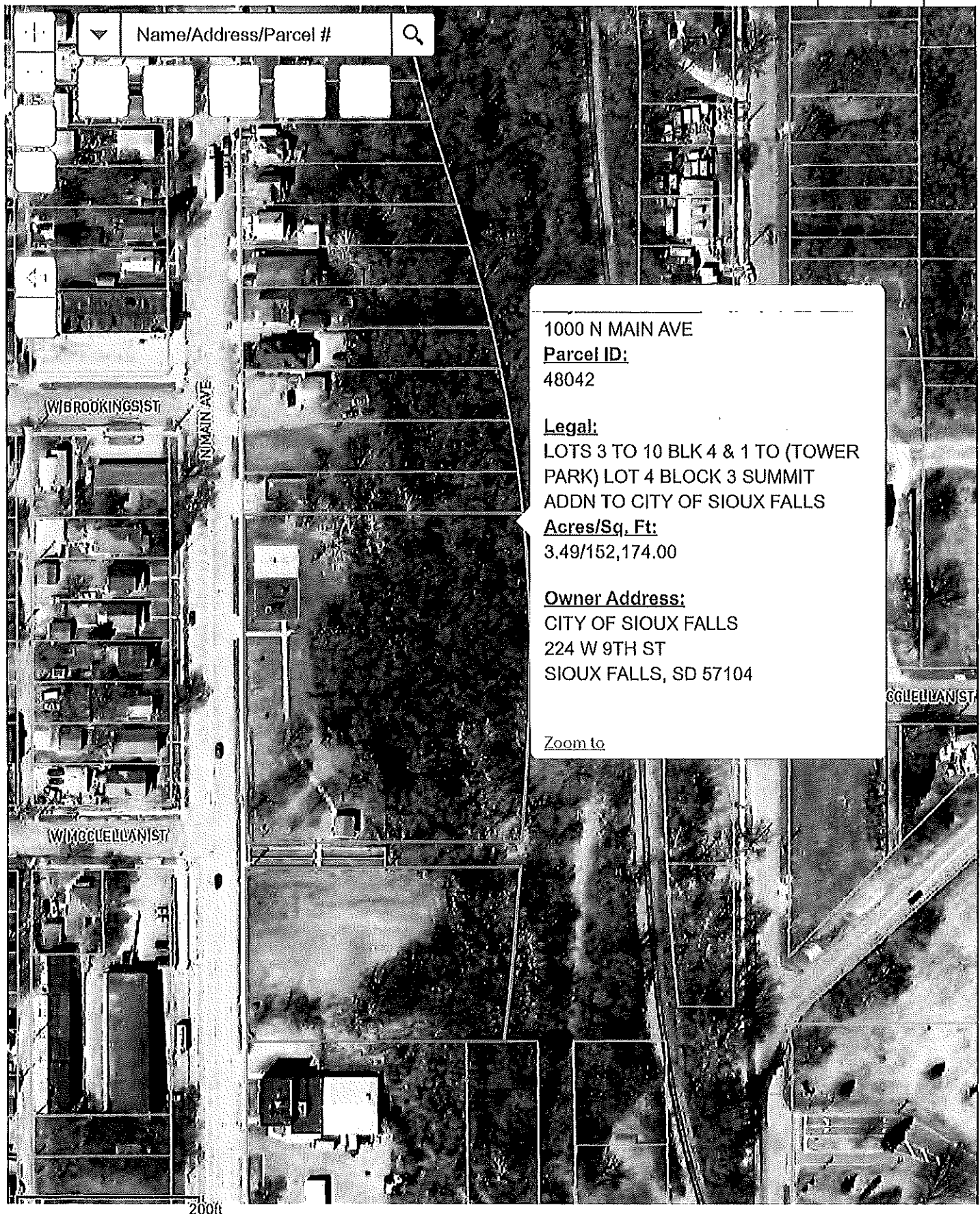




Esri Community Maps Contributors, City of Sioux Falls, South Dakota Game Fish and Parks, © OpenStreetMap, Microsoft, Esri, TomTom, G

City of Sioux Falls Utility Mapping Application

Address/Name/Parcel ID



-96.72143561 Degrees

LOTTA NEIGHBORHOOD USAGE AGREEMENT FOR HOLIDAY LIGHTING PROJECT

Agreement made _____, 2025, between the City of Sioux Falls, SD (the "City"), and Winfield Corp. (the "Proposer").

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

Section One

It is the desire of the Proposer to install holiday lights during the Christmas season on City property, namely 214, 220 and 300 West Lotta Street, Sioux Falls, SD (the "Project"), as depicted in Exhibit A. It is agreed that the Proposer is solely responsible for all installation and maintenance of such lights and that the City Parks and Recreation department is not sponsoring nor shall partake in this Project beyond the administration of this Usage Agreement.

Section Two

Proposer responsibilities:

1. Develop a proposal outlining the scope of the Project for review and approval by the Parks and Recreation department. Such proposal shall state, but is not limited to, the commencement and end date of the Project.
2. Proposer or its agents or designees shall install the approved Project.
3. Prior to installation of the Project, Proposer agrees to coordinate the day(s) of installation with Parks and Recreation staff.
4. Proposer agrees to make all necessary repairs to the Project within 48 hours of disrepair being reported throughout the season of installation.
5. Conduct a daily inspection of the Project to ensure proper functioning.
6. Provide one (1) contact person for communications/coordination with the Parks and Recreation department.
7. Remove the Project no later than April 1 of each agreement year.
8. Obtain all necessary permits.
9. Comply with all applicable laws, ordinances, and building codes pertaining to the Project.
10. All costs associated with the Project are the sole responsibility of Proposer, and Proposer is solely responsible for any damage to Park facilities or boulevard caused by the Project.
11. Acknowledge that the City may remove the Project if any of the above obligations of Proposer are breached pursuant to terms set forth in Section Six of this Agreement.

Agreement No. _____

Section Three

Proposer shall secure the insurance specified below. All insurance secured by Proposer under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this Agreement.

Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall by separate endorsement name the City and its representative as additional insureds. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this Agreement.

All insurance provided by the Proposer shall name the City and its duly authorized representatives as an additional insured. The Proposer will deliver to the City, at least 15 days prior to expiration of each policy, satisfactory evidence of renewal to the extent any policy expires and requires renewal during the term of this Agreement. Evidence of renewal may be provided less than 15 days prior to the expiration of each policy with prior written consent by the City but shall never be later than one business day prior to the expiration of the policy. Upon request, the Proposer will provide to the City a complete copy of all insurance policies required under the Agreement. This section shall survive the termination of this Agreement.

The Proposer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Proposer agrees to hold the City harmless from any liability, including additional premium due, because of the Proposer's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies, nor does the City represent that the above coverages are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefor.

Section Four

Proposer hereby agrees to indemnify, defend, and hold the City harmless from any and all claims or liability including attorneys' fees arising out of the use of the City property, and for bodily injury or property damage arising out of the use of the City property. In the event a third party brings a claim against the City alleging damages and losses caused by or arising out of the negligent, errors, acts, or omissions of the Proposer, then nothing in this section will prevent City from availing itself of its common law rights to indemnification and contribution. Upon the City's tender of the claim to the Proposer, the

Proposer will defend the claim alleging damages and losses caused by or arising out of the negligent errors, acts, or omissions of the Proposer.

Section Five

This Agreement shall terminate on May 15, 2028.

Section Six

The City may, by written notice to Proposer, terminate this Agreement in whole or in part at any time, either for the City's convenience or because of the failure of Proposer to fulfill its agreement obligations. Upon receipt of notice, Proposer shall immediately discontinue all use of the City property. In the event that the Agreement is terminated, any costs incurred by the City to remove the Project shall be borne by the Proposer.

Section Seven

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

Section Eight

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

Section Nine

The validity, performance, and enforcement of this Agreement are governed by the laws of the state of South Dakota. Jurisdiction and venue of any legal proceeding involving the parties in connection with this Agreement will lie exclusively with the state and federal courts located in Sioux Falls, South Dakota.

Section Ten

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

Section Eleven

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

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

CITY OF SIOUX FALLS

WINFIELD CORP.

BY: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____ Mayor _____

TITLE: _____

FEDERAL TAX ID NO. _____

ATTEST:

CITY CLERK
PRINTED NAME: _____

Exhibit A



Paceline

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:

Great Bear Management, Inc.

August 5, 2025

Page Two

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

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
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.

Great Bear Management, Inc.
August 5, 2025
Page Two

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

Paceline

CERTIFIED PUBLIC ACCOUNTANTS | LLP



GREAT BEAR MANAGEMENT, INC.

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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.

Paceline Accounting Group, LLP

Sioux Falls, South Dakota
August 5, 2025

GREAT BEAR MANAGEMENT, INC.
STATEMENTS OF FINANCIAL POSITION
APRIL 30, 2025 AND 2024

ASSETS		<u>2025</u>	<u>2024</u>
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		<u>1,168,309</u>	<u>852,432</u>
PROPERTY AND EQUIPMENT			
Equipment		442,397	498,772
Park improvement in progress		26,791	26,791
Less accumulated depreciation		<u>(303,121)</u>	<u>(325,278)</u>
		<u>166,067</u>	<u>200,285</u>
TOTAL ASSETS	\$	<u>1,334,376</u>	\$ <u>1,052,717</u>
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		<u>98,280</u>	<u>-</u>
Total current liabilities		<u>169,086</u>	<u>57,724</u>
NET ASSETS			
With donor restrictions		<u>1,165,290</u>	<u>994,993</u>
TOTAL LIABILITIES AND NET ASSETS	\$	<u>1,334,376</u>	\$ <u>1,052,717</u>

See Notes to Financial Statements

GREAT BEAR MANAGEMENT, INC.

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED APRIL 30, 2025 AND 2024

	<u>2025</u>	<u>2024</u>
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
	<hr/>	<hr/>
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
	<hr/>	<hr/>
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)
	<hr/>	<hr/>
CHANGE IN NET ASSETS	170,297	(146,022)
NET ASSETS, Beginning of year	994,993	1,141,015
	<hr/>	<hr/>
NET ASSETS, End of year	\$ 1,165,290	\$ 994,993
	<hr/>	<hr/>

See Notes to Financial Statements

GREAT BEAR MANAGEMENT, INC.
STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED APRIL 30, 2025

	<u>Program Services</u>	<u>General and Administration</u>	<u>Fundraising</u>	<u>Total</u>
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	<u>\$ 1,543,901</u>	<u>305,631</u>	<u>52,145</u>	<u>1,901,677</u>

GREAT BEAR MANAGEMENT, INC.
STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED APRIL 30, 2024

	<u>Program Services</u>	<u>General and Administration</u>	<u>Fundraising</u>	<u>Total</u>
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
	<hr/>	<hr/>	<hr/>	<hr/>
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	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenses before depreciation	880,219	444,004	30,677	1,354,901
Depreciation	51,134	5,681	-	56,815
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenses	\$ 931,353	\$ 449,685	\$ 30,677	\$ 1,411,716
	<hr/>	<hr/>	<hr/>	<hr/>

See Notes to Financial Statements

GREAT BEAR MANAGEMENT, INC.

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED APRIL 30, 2025 AND 2024

	<u>2025</u>	<u>2024</u>
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	<u>98,280</u>	<u>-</u>
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	<u>-</u>	<u>(8,887)</u>
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	<u>807,509</u>	<u>883,123</u>
CASH AND CASH EQUIVALENTS, End of year	<u>\$ 1,120,603</u>	<u>\$ 807,509</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Interest paid	<u>\$ 270</u>	<u>\$ -</u>

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	<u>\$ 3,750</u>

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
	<u>\$ 1,134,867</u>	<u>\$ 808,556</u>

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.

Paceline

CERTIFIED PUBLIC ACCOUNTANTS | LLP



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

GREAT BEAR MANAGEMENT, INC.
2401 WEST 49TH STREET
SIOUX FALLS, SD 57105

DEAR DAN:

ENCLOSED ARE THE ORGANIZATION'S 2024 EXEMPT ORGANIZATION RETURNS.

SPECIFIC FILING INSTRUCTIONS ARE AS FOLLOWS.

FORM 990 RETURN:

THIS RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING. IF YOU WISH TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE IRS, PLEASE SIGN, DATE, AND RETURN FORM 8879-TE TO OUR OFFICE. WE WILL THEN SUBMIT THE ELECTRONIC RETURN TO THE IRS. DO NOT MAIL A PAPER COPY OF THE RETURN TO THE IRS. RETURN FORM 8879-TE TO US BY SEPTEMBER 15, 2025.

FORM 990-T RETURN:

FORM 990-T HAS A BALANCE DUE OF \$1,415.

PAYMENTS SHOULD BE MADE USING THE ELECTRONIC FEDERAL TAX PAYMENT SYSTEM (EFTPS). TAXPAYERS CAN MAKE DEPOSITS ONLINE AT WWW.EFTPS.GOV OR BY CALLING EFTPS CUSTOMER SERVICE AT 1-800-555-4477. FOR DEPOSITS MADE BY EFTPS TO BE ON TIME, THE ORGANIZATION MUST INITIATE THE TRANSACTION DURING BUSINESS HOURS AT LEAST 1 BUSINESS DAY BEFORE THE DATE THE DEPOSIT IS DUE. IF YOU ARE USING ACH CREDIT OR SAME-DAY FEDWIRE METHODS, PLEASE CHECK WITH THE APPROPRIATE FINANCIAL INSTITUTION FOR THE DEADLINE TO ENSURE TIMELY TRANSMISSION OF FUNDS.

THIS RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING. IF YOU WISH TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE IRS, PLEASE SIGN, DATE, AND RETURN FORM 8879-TE TO OUR OFFICE. WE WILL THEN SUBMIT THE ELECTRONIC RETURN TO THE IRS. DO NOT MAIL A PAPER COPY OF THE RETURN TO THE IRS.

COPIES OF ALL THE RETURNS ARE ENCLOSED FOR YOUR FILES. WE
SUGGEST THAT YOU RETAIN THESE COPIES INDEFINITELY.

SINCERELY,

Cathy Harr, CPA

PACELINE ACCOUNTING GROUP, LLP

Form **8879-TE****IRS E-file Signature Authorization
for a Tax Exempt Entity**

OMB No. 1545-0047

For calendar year 2024, or fiscal year beginning MAY 1, 2024, and ending APR 30, 2025**2024**Department of the Treasury
Internal Revenue Service
Name of filerDo not send to the IRS. Keep for your records.
Go to www.irs.gov/Form8879TE for the latest information.EIN or SSN
** - ***7880Name and title of officer or person subject to tax
GREAT BEAR MANAGEMENT, INC.
STEVE SANFORD
PRESIDENT**Part I Type of Return and Return Information**

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a Form 990 check here	<input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b 1,855,328.
2a Form 990-EZ check here	<input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b
3a Form 1120-POL check here	<input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b
4a Form 990-PF check here	<input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part V, line 5)	4b
5a Form 8868 check here	<input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b
6a Form 990-T check here	<input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b
7a Form 4720 check here	<input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b
8a Form 5227 check here	<input type="checkbox"/>	b FMV of assets at end of tax year (Form 5227, Item D)	8b
9a Form 5330 check here	<input type="checkbox"/>	b Tax due (Form 5330, Part II, line 19)	9b
10a Form 8038-CP check here	<input type="checkbox"/>	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☒ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2024 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize **PACELINE ACCOUNTING GROUP, LLP**

to enter my PIN

13190

ERO firm name

Enter five numbers, but
do not enter all zeros

as my signature on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax

Date

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

46155101319

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2024 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature

Cathy Harr, CPA

Date

8/27/2025**ERO Must Retain This Form - See Instructions****Do Not Submit This Form to the IRS Unless Requested To Do So**

For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Form **8879-TE** (2024)

Form 990	Return of Organization Exempt From Income Tax	OMB No. 1545-0047
Department of the Treasury Internal Revenue Service	Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations) Do not enter social security numbers on this form as it may be made public. Go to www.irs.gov/Form990 for instructions and the latest information.	2024 Open to Public Inspection
A For the 2024 calendar year, or tax year beginning MAY 1, 2024 and ending APR 30, 2025		

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization GREAT BEAR MANAGEMENT, INC.	D Employer identification number **-***7880
	Doing business as	
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 2401 WEST 49TH STREET	
	City or town, state or province, country, and ZIP or foreign postal code SIOUX FALLS, SD 57105	
	F Name and address of principal officer: STEVE SANFORD SAME AS C ABOVE	E Telephone number (605) 367-4309
I Tax-exempt status: <input type="checkbox"/> 501(c)(3) <input checked="" type="checkbox"/> 501(c) (4) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		G Gross receipts \$ 1,969,774.
J Website: WWW.GREATBEARPARK.COM		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No
L Year of formation: 1994		H(c) Group exemption number
M State of legal domicile: SD		

Part I Summary			
Activities & Governance	1 Briefly describe the organization's mission or most significant activities: OPERATE WINTER RECREATION PARK FOR CITY OF SIOUX FALLS		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	13
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	13
	5 Total number of individuals employed in calendar year 2024 (Part V, line 2a)	5	303
	6 Total number of volunteers (estimate if necessary)	6	0
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	18,500.
7b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	6,400.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	0.	113,395.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	897,355.	1,432,114.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	31,014.	33,851.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	195,690.	275,968.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	1,124,059.	1,855,328.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	594,038.	1,008,933.
	b Total fundraising expenses (Part IX, column (D), line 25)	0.	0.
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	52,145.	
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	661,183.	676,098.
	19 Revenue less expenses. Subtract line 18 from line 12	1,255,221.	1,685,031.
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	-131,162.	170,297.
	21 Total liabilities (Part X, line 26)	Beginning of Current Year	End of Year
	22 Net assets or fund balances. Subtract line 21 from line 20	1,052,717.	1,334,376.
		57,724.	169,086.
	994,993.	1,165,290.	

Part II Signature Block				
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.				
Sign Here	Signature of officer		Date	
	STEVE SANFORD, PRESIDENT			
Paid Preparer Use Only	Preparer's name	Preparer's signature	Date	Check if self-employed <input type="checkbox"/> PTIN P00983521
	CATHY HARR			
Firm's name	Firm's EIN		Phone no. (605) 331-2550	
	PACELINE ACCOUNTING GROUP, LLP		** - ***6170	
Firm's address				
416 SOUTH SECOND AVENUE				
SIOUX FALLS, SD 57104-6904				

May the IRS discuss this return with the preparer shown above? See instructions	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LHA For Paperwork Reduction Act Notice, see the separate instructions.	432001 12-10-24 Form 990 (2024)

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

TO PROVIDE SUPPORT AND HELP TO PROMOTE NATIONAL AND INTERNATIONAL
WINTER SPORTS WITH REGARD TO COMPETITION, TRAINING, AND EDUCATION.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 1,337,475. Including grants of \$) (Revenue \$ 1,723,433.)
THE CORPORATION HAS PROVIDED SUPPORT AND HELPED TO PROMOTE NATIONAL AND
INTERNATIONAL WINTER SPORTS WITH REGARD TO COMPETITION, TRAINING &
EDUCATION (EG. SPECIAL OLYMPICS, ETC). IT HAS ALSO HELPED TO SUPPORT
OTHER RELATED LOCAL ACTIVITIES.

4b (Code:) (Expenses \$ Including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 1,337,475.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A		X
2 Is the organization required to complete Schedule B, Schedule of Contributors? See instructions	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? If "Yes," complete Schedule C, Part III		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? If "Yes," complete Schedule D, Part V		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	X	
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII		X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX		X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I. See instructions		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J	X	
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV		X
b A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV		X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in noncash contributions? If "Yes," complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19?	X	

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable		
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

	Yes	No
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2a 303		
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b X	
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a X	
b If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b X	
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7 Organizations that may receive deductible contributions under section 170(c).		
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9 Sponsoring organizations maintaining donor advised funds.		
a Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on Part VIII, line 12	10a	
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11 Section 501(c)(12) organizations. Enter:		
a Gross income from members or shareholders	11a	
b Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13 Section 501(c)(29) qualified nonprofit health insurance issuers.		
a Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c Enter the amount of reserves on hand	13c	
14a Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15	X
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X
17 Section 501(c)(21) organizations. Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17	

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.Check if Schedule O contains a response or note to any line in this Part VI ☒**Section A. Governing Body and Management**

	1a	1b	13	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year			13		
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.					
b Enter the number of voting members included on line 1a, above, who are independent			13		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?				2	X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?				3	X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?				4	X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?				5	X
6 Did the organization have members or stockholders?				6	X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?				7a	X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?				7b	X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				8a	X
a The governing body?				8b	X
b Each committee with authority to act on behalf of the governing body?					
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O				9	X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates?		X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
b Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
12a Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done	X	
13 Did the organization have a written whistleblower policy?	X	
14 Did the organization have a written document retention and destruction policy?	X	
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official	X	
b Other officers or key employees of the organization		X
If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.		
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **NONE**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records
THE ORGANIZATION - (605) 367-4309
2401 WEST 49TH STREET, SIOUX FALLS, SD 57105

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent ContractorsCheck if Schedule O contains a response or note to any line in this Part VII ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former** directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) DANIEL GRIDER JR EXECUTIVE DIRECTOR	40.00			X				162,875.	0.	0.
(2) STEVE SANFORD PRESIDENT	1.00	X		X				0.	0.	0.
(3) JAMES SIMKO BOARD MEMBER	0.50	X		X				0.	0.	0.
(4) BRAD BLOMBERG BOARD MEMBER	0.50	X						0.	0.	0.
(5) GREG BLOMBERG BOARD MEMBER	0.50	X						0.	0.	0.
(6) BROCK DOUBLDEE BOARD MEMBER	0.50	X						0.	0.	0.
(7) SUZANNAH CHAP BOARD MEMBER	0.50	X						0.	0.	0.
(8) ERIC LUNDIN BOARD MEMBER	0.50	X						0.	0.	0.
(9) JAMES GULSON VICE PRESIDENT	0.50	X						0.	0.	0.
(10) NATILE EISNEBERG SECRETARY/TREASURER	0.50	X						0.	0.	0.
(11) ERRIN FRANKMAN BOARD MEMBER	0.50	X						0.	0.	0.
(12) AMANDA SEYKORA BOARD MEMBER	0.50	X						0.	0.	0.
(13) DON KEARNEY PARKS DEPARTMENT	0.50	X						0.	0.	0.
(14) JOHN TAYLOR BOARD MEMBER	0.50	X						0.	0.	0.
(15) STEVE WATSON BOARD MEMBER	0.50	X						0.	0.	0.
(16) BRETT KOLLARS BOARD MEMBER	0.50	X						0.	0.	0.

Part VIII Statement of RevenueCheck if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above	1f	113,395.				
	g Noncash contributions included in lines 1a-1f	1g	\$				
	h Total. Add lines 1a-1f			113,395.			
Program Service Revenue	2 a SKI LIFT	Business Code	713990	993,950.	993,950.		
	b SKI RENTAL		713990	346,880.	346,880.		
	c SKI SCHOOL		713990	91,284.	91,284.		
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f			1,432,114.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			33,851.	33,851.		
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6 a Gross rents	6a	(i) Real (ii) Personal				
	b Less: rental expenses	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
	7 a Gross amount from sales of assets other than inventory	7a	(i) Securities (ii) Other				
	b Less: cost or other basis and sales expenses	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8 a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events						
	9 a Gross income from gaming activities. See Part IV, line 19	9a					
b Less: direct expenses	9b						
c Net income or (loss) from gaming activities							
10 a Gross sales of inventory, less returns and allowances	10a		371,914.				
b Less: cost of goods sold	10b		114,446.				
c Net income or (loss) from sales of inventory			257,468.	257,468.			
Miscellaneous Revenue	11 a SPONSORSHIP INCOME	Business Code	541800	18,500.	18,500.		
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d			18,500.			
12 Total revenue. See instructions			1,855,328.	1,723,433.	18,500.	0.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	925,502.	688,135.	194,209.	43,158.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	5,500.	2,200.	2,750.	550.
10 Payroll taxes	77,931.	59,772.	14,857.	3,302.
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	13,481.	13,481.		
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	110,205.	77,519.	27,551.	5,135.
12 Advertising and promotion	47,336.	37,398.	9,938.	
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy				
17 Travel	1,380.	1,090.	290.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	270.	270.		
20 Interest				
21 Payments to affiliates	62,690.	56,421.	6,269.	
22 Depreciation, depletion, and amortization	88,393.	69,836.	18,557.	
23 Insurance				
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a UNRELATED BUSINESS TAX	1,415.	1,415.		
b UTILITIES	169,462.	152,516.	16,946.	
c BANK CHARGES	63,585.	63,585.		
d UNIFORMS & TRAINING	49,804.	49,804.		
e All other expenses	68,077.	64,033.	4,044.	
25 Total functional expenses. Add lines 1 through 24e	1,685,031.	1,337,475.	295,411.	52,145.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	500.	1	1,000.
	2 Savings and temporary cash investments	807,009.	2	1,119,602.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	1,047.	4	14,264.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use	36,203.	8	33,442.
	9 Prepaid expenses and deferred charges	7,673.	9	0.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 442,397.		
	b Less: accumulated depreciation	10b 303,121.		
		173,493.	10c	139,276.
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
15 Other assets. See Part IV, line 11	26,792.	15	26,792.	
16 Total assets. Add lines 1 through 15 (must equal line 33)	1,052,717.	16	1,334,376.	
Liabilities	17 Accounts payable and accrued expenses	46,479.	17	44,705.
	18 Grants payable		18	
	19 Deferred revenue		19	105,067.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	11,245.	25	19,314.
	26 Total liabilities. Add lines 17 through 25	57,724.	26	169,086.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> X and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions		27	
	28 Net assets with donor restrictions	994,993.	28	1,165,290.
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	994,993.	32	1,165,290.
33 Total liabilities and net assets/fund balances	1,052,717.	33	1,334,376.	

Form 990 (2024)

Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,855,328.
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,685,031.
3	Revenue less expenses. Subtract line 2 from line 1	3	170,297.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	994,993.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	1,165,290.

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2a	X
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2b	X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a	X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b	

Form 990 (2024)

**Schedule B
(Form 990)**

(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or 990-PF.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

Name of the organization

Employer identification number

GREAT BEAR MANAGEMENT, INC.

-*7880

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

☒ 501(c)(4) (enter number) organization

☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation

☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation

☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- ☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990) (Rev. 12-2024)

***7880

Part II Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.	
(a)	

[illegible]

Name of organization	Employer identification number
GREAT BEAR MANAGEMENT, INC.	** - ***7880

Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) \$ _____

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee

SCHEDULE D

(Form 990)

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service**Supplemental Financial Statements**Complete if the organization answered "Yes" on Form 990,
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

**Open to Public
Inspection**

Name of the organization

GREAT BEAR MANAGEMENT, INC.

Employer identification number

-*7880

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

<input type="checkbox"/> Preservation of land for public use (for example, recreation or education)	<input type="checkbox"/> Preservation of a historically important land area
<input type="checkbox"/> Protection of natural habitat	<input type="checkbox"/> Preservation of a certified historic structure
<input type="checkbox"/> Preservation of open space	

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included on line 2a	2c
d Number of conservation easements included on line 2c acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year

4 Number of states where property subject to conservation easement is located

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items.

(i) Revenue included on Form 990, Part VIII, line 1

(ii) Assets included in Form 990, Part X

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1

b Assets included in Form 990, Part X

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) (Rev. 12-2024)

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).

- a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations

- d ☐ Loan or exchange program
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
c Beginning balance	1c
d Additions during the year	1d
e Distributions during the year	1e
f Ending balance	1f

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII ☐

Part V Endowment Funds Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment _____ %
b Permanent endowment _____ %
c Term endowment _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) Unrelated organizations? _____
(ii) Related organizations? _____

	Yes	No
3a(i)		
3a(ii)		
3b		

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? _____

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		442,397.	303,121.	139,276.
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, line 10c, column (B))				139,276.

Part VII Investments - Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, line 12, col. (B))		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, line 13, col. (B))		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 15, col. (B))	

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

(a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) EVENT DEPOSITS	1,415.
(3)	17,899.
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 25, col. (B))	

19,314.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII... ☒

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	2,071,974.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	216,646.
e	Add lines 2a through 2d	2e	216,646.
3	Subtract line 2e from line 1	3	1,855,328.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	0.
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)	5	1,855,328.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements	1	1,901,677.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	216,646.
e	Add lines 2a through 2d	2e	216,646.
3	Subtract line 2e from line 1	3	1,685,031.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	0.
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5	1,685,031.

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

PART X, LINE 2: THE ORGANIZATION HAS ADOPTED THE PROVISIONS OF FASB ASC 740-10 (PREVIOUSLY FINANCIAL INTERPRETATION NO. 48, ACCOUNTING FOR UNCERTAINTY IN INCOME TAXES), ON MAY 1, 2009. THE IMPLEMENTATION OF THIS STANDARD HAD NO IMPACT ON THE FINANCIAL STATEMENTS. THE UNRECOGNIZED TAX BENEFIT ACCRUAL WAS ZERO.

THE ORGANIZATION WILL RECOGNIZE FUTURE ACCRUED INTEREST AND PENALTIES RELATED TO UNRECOGNIZED TAX BENEFITS IN INCOME TAX EXPENSE IF INCURRED.

PART XI, LINE 2D - OTHER ADJUSTMENTS:

MANAGEMENT FEE

COST OF FOOD AND BEVERAGE USED

PART XII, LINE 2D - OTHER ADJUSTMENTS:

RENTAL EXPENSES

COST OF FOOD AND BEVERAGE USED

PART XII, LINE 2D - OTHER

MANAGEMENT FEE: 102,200

COST OF SALES REPORTED NET IN OTHER INCOME ON PAGE 1: 114,446

PART XIII, LINE 2D - OTHER

RENT EXPENSE: 102,200

COST OF SALES REPORTED NET IN OTHER INCOME ON PAGE 1: 114,446

Part XIII Supplemental Information *(continued)*

**SCHEDULE J
(Form 990)**

(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest
Compensated Employees
Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

**Open to Public
Inspection**

Name of the organization

GREAT BEAR MANAGEMENT, INC.

Employer identification number
****-***7880**

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--|--|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|--|--|
| <input type="checkbox"/> Compensation committee | <input checked="" type="checkbox"/> Written employment contract |
| <input type="checkbox"/> Independent compensation consultant | <input type="checkbox"/> Compensation survey or study |
| <input type="checkbox"/> Form 990 of other organizations | <input type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment?
- b** Participate in or receive payment from a supplemental nonqualified retirement plan?
- c** Participate in or receive payment from an equity-based compensation arrangement?
- If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.

5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

a The organization?

b Any related organization?

If "Yes" on line 5a or 5b, describe in Part III.

6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

a The organization?

b Any related organization?

If "Yes" on line 6a or 6b, describe in Part III.

7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III

8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

Yes No

1b

2

4a

4b

4c

5a

5b

6a

6b

7

8

9

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) (Rev. 12-2024)

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

PART I, LINE 3:

THE EXECUTIVE DIRECTOR (ED) SHALL RECEIVE A SALARY OF \$50,000 PER YEAR TO BE PAID IN EQUAL MONTHLY INSTALLMENTS. THE ED MAY RECEIVE AN ANNUAL DISCRETIONARY BONUS AS, IF AND WHEN AUTHORIZED AND DECLARED BY THE BOARD NOT TO EXCEED 15% OF THE ED'S SALARY. ACCOUNTING FOR THE INCOME AND EXPENSES OF THE FOOD AND BEVERAGE OPERATION ("F&B") SHALL BE SEPARATELY MAINTAINED. AS ADDITIONAL COMPENSATION, THE ED SHALL RECEIVE THE EXCESS, IF ANY, OF AFTER-SALES TAX F&B GROSS REVENUE ("NET F&B REVENUE") OVER THE SUM OF (I) F&B INVENTORY COSTS, PLUS (II) F&B LABOR COSTS, PLUS (III) F&B PAYROLL TAXES, PLUS (IV) 20% OF NET F&B REVENUE UP TO \$110,000 PER YEAR, AND PLUS (V) 10% OF NET F&B REVENUE OVER \$110,000 PER YEAR.

PART I, LINE 6:

AS ADDITIONAL COMPENSATION, THE ED SHALL RECEIVE THE EXCESS, IF ANY, OF AFTER-SALES TAX F&B GROSS REVENUE ("NET F&B REVENUE") OVER THE SUM OF (I) F&B INVENTORY COSTS, PLUS (II) F&B LABOR COSTS, PLUS (III) F&B PAYROLL TAXES, PLUS (IV) 20% OF NET F&B REVENUE UP TO \$110,000 PER YEAR, AND PLUS (V) 10% OF NET F&B REVENUE OVER \$110,000 PER YEAR.

**SCHEDULE O
(Form 990)**

(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.
Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

**Open to Public
Inspection**

Name of the organization

GREAT BEAR MANAGEMENT, INC.

Employer identification number
-*7880

FORM 990, PART VI, SECTION B, LINE 11B:

THE DIRECTORS REVIEW THE INTERNAL FINANCIAL STATEMENTS AT A REGULAR MEETING
BEFORE THE FORM 990 IS PREPARED TO COVER ANY QUESTIONS. ONE OF THE
OFFICERS THEN SIGNS AND FILES THE RETURN AFTER PREPARATION.

FORM 990, PART VI, SECTION B, LINE 12C:

THE CONFLICT OF INTEREST POLICY COVERS BOARD MEMBERS AND OFFICERS.
DISCLOSURE OF A CONFLICT OF INTEREST IS MADE BY THE MEMBER BEFORE THE BOARD
WHEN A PENDING MATTER ARISES.

FORM 990, PART VI, SECTION B, LINE 15A:

BOARD OF DIRECTORS DETERMINES EXECUTIVE DIRECTOR COMPENSATION ANNUALLY
BASED ON COMPARABLES AND PERFORMANCE RESULTS.

FORM 990, PART VI, SECTION C, LINE 19:

THE FORMS ARE AVAILABLE TO PUBLIC UPON REQUEST.

FORM 990, PART VII CONTACT ADDRESSES FOR OFFICERS, DIRECTORS, ETC:

STEVE SANFORD - 2401 WEST 49TH STREET, SIOUX FALLS, SD 57106

JAMES SIMKO - 2401 WEST 49TH STREET, SIOUX FALLS, SD 57106

2024 DEPRECIATION AND AMORTIZATION REPORT

FORM 990 PAGE 10

990

Asset No.	Description	Date Acquired	Method	Life	Conv	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
	MACHINERY & EQUIPMENT														
6	SKI RACKS	12/31/94	SL	7.00		16	2,355.				2,355.	2,355.		0.	2,355.
9	LODGE EQUIPMENT	12/31/96	SL	7.00		16	16,438.				16,438.	16,438.		0.	16,438.
16	MISCELLANEOUS LODGE EQUIPMENT	12/31/98	SL	7.00		16	3,046.				3,046.	3,046.		0.	3,046.
17	MISCELLANEOUS LODGE EQUIPMENT	12/31/99	SL	7.00		16	2,000.				2,000.	2,000.		0.	2,000.
18	SUPER WIZARD SKI GATES	02/01/00	SL	7.00		16	4,795.				4,795.	4,795.		0.	4,795.
20	POS EQUIPMENT	11/18/09	SL	5.00		16	10,302.			5,151.	5,151.	5,150.		0.	5,150.
21	POS HARD DRIVES	10/02/09	SL	5.00		16	908.			454.	454.	453.		0.	453.
23	PICNIC TABLE	01/28/10	SL	5.00		16	672.				672.	671.		0.	671.
25	POS SYSTEM	05/31/10	SL	5.00		16	10,834.				10,834.	10,391.		0.	10,391.
26	DISHWASHER	06/30/10	SL	5.00		16	5,704.				5,704.	5,565.		0.	5,565.
27	COMPUTER	07/30/10	SL	5.00		16	865.				865.	859.		0.	859.
28	SPORTCODE SEASON PASS SYSTEM	11/10/10	SL	5.00		16	4,900.				4,900.	4,900.		0.	4,900.
29	PRINTER	09/01/10	SL	5.00		16	1,699.				1,699.	1,699.		0.	1,699.
30	RACE EQUIPMENT	10/28/10	SL	5.00		16	5,614.				5,614.	5,614.		0.	5,614.
31	TIME KEEPING SYSTEM	11/01/10	SL	5.00		16	1,020.				1,020.	1,020.		0.	1,020.
32	(D) SNOWBOARD TUNER	03/14/11	SL	5.00		16	2,000.				2,000.	2,000.		0.	2,000.
33	PHONE SYSTEM	06/28/11	SL	5.00		16	7,832.				7,832.	7,832.		0.	7,832.

428111 04-01-24

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

2024 DEPRECIATION AND AMORTIZATION REPORT

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Asset No.	Description	Date Acquired	Method	Life	Conv	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
34	SECURITY SYSTEM	09/30/11	SL	5.00	NO	16	11,676.				11,676.	11,676.		0.	11,676.
38	RACE HEAD SETS	10/25/13	SL	5.00		16	1,514.				1,514.	1,514.		0.	1,514.
39	IDS	10/31/13	SL	5.00		16	1,041.				1,041.	1,041.		0.	1,041.
40	CUSTOM TV	11/30/13	SL	5.00		16	5,425.				5,425.	5,425.		0.	5,425.
44	(D)RENTAL EQUIPMENT	01/25/16	SL	5.00		16	14,008.				14,008.	14,008.		0.	14,008.
46	LAZER LIGHT SYSTEM	01/18/17	SL	5.00		16	18,184.				18,184.	18,184.		0.	18,184.
47	(D)RENTAL EQUIPMENT	01/31/17	SL	5.00		16	23,619.				23,619.	23,619.		0.	23,619.
48	SOUND SYSTEM	03/13/17	SL	5.00		16	4,260.				4,260.	4,260.		0.	4,260.
50	WEB CAMS	10/31/17	SL	5.00		16	6,065.				6,065.	6,065.		0.	6,065.
53	SELF SERVICE KIOSK W/ PAX S330	11/13/18	SL	5.00		16	4,724.				4,724.	4,724.		0.	4,724.
54	CUSTOM TUBES	10/22/18	SL	5.00		16	5,318.				5,318.	5,318.		0.	5,318.
55	(D)RENTAL EQUIPMENT	11/26/18	SL	5.00		16	22,039.				22,039.	22,039.		0.	22,039.
56	SVST WAXER MACHINE	11/26/18	SL	5.00		16	5,203.				5,203.	5,203.		0.	5,203.
57	(D)RENTAL EQUIPMENT	02/27/20	SL	5.00		16	23,181.				23,181.	19,317.		3,864.	23,180.
58	RENTAL EQUIPMENT	02/22/21	SL	5.00		16	25,655.				25,655.	16,248.		5,131.	21,379.
59	RENTAL EQUIPMENT	05/12/21	SL	5.00		16	22,879.				22,879.	13,728.		4,576.	18,304.
60	RENTAL EQUIPMENT	09/02/21	SL	5.00		16	47,402.				47,402.	25,280.		9,480.	34,760.
61	RENTAL EQUIPMENT	02/02/22	SL	5.00		16	49,625.				49,625.	22,331.		9,925.	32,256.

428111 04-01-24

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

2024 DEPRECIATION AND AMORTIZATION REPORT

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Asset No.	Description	Date Acquired	Method	Life	C O N V	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
62	WEBSITE DEVELOPMENT	10/31/22	SL	3.00		16	17,500.				17,500.	8,750.		5,833.	14,583.
63	STORAGE	12/19/22	SL	5.00		16	5,319.				5,319.	1,419.		1,064.	2,483.
64	CAMERA SYSTEM	06/30/22	SL	5.00		16	4,309.				4,309.	1,580.		862.	2,442.
65	RENTAL EQUIPMENT	01/31/23	SL	5.00		16	9,522.				9,522.	2,380.		1,904.	4,284.
66	RENTAL EQUIPMENT	02/28/23	SL	5.00		16	10,660.				10,660.	2,487.		2,132.	4,619.
67	RENTAL EQUIPMENT	05/12/22	SL	5.00		16	6,955.				6,955.	2,782.		1,391.	4,173.
68	GOLF CART	03/31/23	SL	5.00		16	8,287.				8,287.	1,795.		1,657.	3,452.
69	INTERNET AND FIREWALL	10/01/23	SL	5.00		16	3,374.				3,374.	394.		675.	1,069.
70	RENTAL EQUIPMENT	10/12/23	SL	5.00		16	2,045.				2,045.	239.		409.	648.
71	RENTAL EQUIPMENT	02/12/24	SL	5.00		16	39,419.				39,419.	1,971.		7,884.	9,855.
72	RADIOS	02/12/24	SL	5.00		16	13,048.				13,048.	652.		2,610.	3,262.
73	DANCE FLOOR	08/03/23	SL	5.00		16	3,038.				3,038.	456.		608.	1,064.
74	CREDIT CARD TERMINAL	04/30/24	SL	5.00		16	2,493.				2,493.			499.	499.
75	PHONE SYSTEM	09/19/24	SL	5.00		16	1,673.				1,673.			195.	195.
76	ADAPTIVE EQUIPMENT	09/23/24	SL	5.00		16	2,998.				2,998.			350.	350.
77	ADAPTIVE EQUIPMENT	11/06/24	SL	5.00		16	3,498.				3,498.			350.	350.
78	POS SYSTEM	12/09/24	SL	5.00		16	11,750.				11,750.			979.	979.
79	COMPUTERS	01/31/25	SL	5.00		16	1,593.				1,593.			80.	80.

426111 04-01-24

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

2024 DEPRECIATION AND AMORTIZATION REPORT

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Asset No.	Description	Date Acquired	Method	Life	Conv	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
80	RENTAL EQUIPMENT	03/05/25	SL	5.00		16	6,961.				6,961.			232.	232.
	* 990 PAGE 10 TOTAL														
	MACHINERY & EQUIPMENT						527,244.			5,605.	521,639.	319,673.		62,690.	382,362.
	* GRAND TOTAL 990 PAGE 10														
	DEPR						527,244.			5,605.	521,639.	319,673.		62,690.	382,362.
	CURRENT YEAR ACTIVITY														
	BEGINNING BALANCE						498,771.			5,605.	493,166.	319,673.			380,176.
	ACQUISITIONS						28,473.			0.	28,473.	0.			2,186.
	DISPOSITIONS/RETIRED						84,847.			0.	84,847.	80,983.			84,846.
	ENDING BALANCE						442,397.			5,605.	436,792.	238,690.			297,516.
	ENDING ACCUM DEPR LESS											303,121.			
	DISPOSITIONS											139,276.			
	ENDING BOOK VALUE														

428111 04-01-24

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

Form 990-T

Exempt Organization Business Income Tax Return
(and proxy tax under section 6033(e))

OMB No. 1545-0047

For calendar year 2024 or other tax year beginning MAY 1, 2024, and ending APR 30, 2025.**2024**Open to Public Inspection for
501(c)(3) Organizations OnlyDepartment of the Treasury
Internal Revenue ServiceGo to www.irs.gov/Form990T for instructions and the latest information.

Do not enter SSN numbers on this form as it may be made public if your organization is an 501(c)(3).

A <input type="checkbox"/> Check box if address changed.	Print or Type	Name of organization (<input type="checkbox"/> Check box if name changed and see instructions.) GREAT BEAR MANAGEMENT, INC.	D Employer identification number **-***7880
B Exempt under section <input checked="" type="checkbox"/> 501(c)(4) <input type="checkbox"/> 408(e) <input type="checkbox"/> 220(e) <input type="checkbox"/> 408A <input type="checkbox"/> 530(a) <input type="checkbox"/> 529(a) <input type="checkbox"/> 529A	Number, street, and room or suite no. If a P.O. box, see instructions. 2401 WEST 49TH STREET	E Group exemption number (see instructions)	
	City or town, state or province, country, and ZIP or foreign postal code SIOUX FALLS, SD 57105	F <input type="checkbox"/> Check box if an amended return.	
C Book value of all assets at end of year 1,334,376.			
G Check organization type <input checked="" type="checkbox"/> 501(c) corporation <input type="checkbox"/> 501(c) trust <input type="checkbox"/> 401(a) trust <input type="checkbox"/> Other trust <input type="checkbox"/> State college/university <input type="checkbox"/> 6417(d)(1)(A) Applicable entity			
H Check if filing only to claim <input type="checkbox"/> Credit from Form 8941 <input type="checkbox"/> Refund shown on Form 2439 <input type="checkbox"/> Elective payment amount from Form 3800			
I Check if a 501(c)(3) organization filing a consolidated return with a 501(c)(2) titleholding corporation <input type="checkbox"/>			
J Enter the number of attached Schedules A (Form 990-T) 1			
K During the tax year, was the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," enter the name and identifying number of the parent corporation			
L The books are in care of THE ORGANIZATION Telephone number (605) 367-4309			

Part I Total Unrelated Business Taxable Income

1 Total of unrelated business taxable income computed from all unrelated trades or businesses (see instructions) ...	1	7,400.
2 Reserved	2	
3 Add lines 1 and 2	3	7,400.
4 Charitable contributions (see instructions for limitation rules)	4	0.
5 Total unrelated business taxable income before net operating losses. Subtract line 4 from line 3	5	7,400.
6 Deduction for net operating loss. See instructions	6	
7 Total of unrelated business taxable income before specific deduction and section 199A deduction. Subtract line 6 from line 5	7	7,400.
8 Specific deduction (generally \$1,000, but see instructions for exceptions)	8	1,000.
9 Trusts. Section 199A deduction. See instructions	9	
10 Total deductions. Add lines 8 and 9	10	1,000.
11 Unrelated business taxable income. Subtract line 10 from line 7. If line 10 is greater than line 7, enter zero	11	6,400.

Part II Tax Computation

1 Organizations taxable as corporations. Multiply Part I, line 11 by 21% (0.21)	1	1,344.
2 Trusts taxable at trust rates. See instructions for tax computation. Income tax on the amount on Part I, line 11, from: <input type="checkbox"/> Tax rate schedule or <input type="checkbox"/> Schedule D (Form 1041)	2	
3 Proxy tax. See instructions	3	
4a Amount from Form 4255, Part I, line 3, column (q)	4a	
b Other tax amounts. See instructions	4b	
5 Alternative minimum tax	5	
6 Tax on noncompliant facility income. See instructions	6	
7 Total. Add lines 3 through 6 to line 1 or 2, whichever applies	7	1,344.

Part III Tax and Payments

1a Foreign tax credit (corporations attach Form 1118; trusts attach Form 1116)	1a			
b Other credits (see instructions)	1b			
c General business credit. Attach Form 3800 (see instructions)	1c			
d Credit for prior-year minimum tax (attach Form 8801 or 8827)	1d			
e Total credits. Add lines 1a through 1d	1e			
2 Subtract line 1e from Part II, line 7	2			1,344.
3a Amount from Form 4255, Part I, line 3, column (r) (see instructions)	3a			
b Amount due from Form 8611	3b			
c Amount due from Form 8697	3c			
d Amount due from Form 8866	3d			
e Other amounts due (see instructions)	3e			
f Total amounts due. Add lines 3a through 3e	3f			0.
4 Total tax. Add lines 2 and 3f (see instructions). <input type="checkbox"/> Check if includes tax previously deferred under section 1294. Enter tax amount here	4			1,344.

Part III Tax and Payments (continued)

5	Current net 965 tax liability paid from Form 965-A, Part II, column (k)	5	0.
6a	Payments: Preceding year's overpayment credited to the current year	6a	
b	Current year's estimated tax payments. Check if section 643(g) election applies <input type="checkbox"/>	6b	
c	Tax deposited with Form 8868	6c	
d	Foreign organizations: Tax paid or withheld at source (see instructions)	6d	
e	Backup withholding (see instructions)	6e	
f	Credit for small employer health insurance premiums (attach Form 8941)	6f	
g	Elective payment election amount from Form 3800	6g	
h	Payment from Form 2439	6h	
i	Credit from Form 4136	6i	
j	Other (see instructions)	6j	
7	Total payments. Add lines 6a through 6j	7	
8	Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>	8	71.
9	Tax due. If line 7 is smaller than the total of lines 4, 5, and 8, enter amount owed	9	1,415.
10	Overpayment. If line 7 is larger than the total of lines 4, 5, and 8, enter amount overpaid	10	
11	Enter the amount of line 10 you want: Credited to 2025 estimated tax Refunded	11	

Part IV Statements Regarding Certain Activities and Other Information (see instructions)

1	At any time during the 2024 calendar year, did the organization have an interest in or a signature or other authority over a financial account (bank, securities, or other) in a foreign country? If "Yes," the organization may have to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts. If "Yes," enter the name of the foreign country here	Yes	No
2	During the tax year, did the organization receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," see instructions for other forms the organization may have to file.		X
3	Enter the amount of tax-exempt interest received or accrued during the tax year \$		
4	Enter available pre-2018 NOL carryovers here \$ Do not include any post-2017 NOL carryover shown on Schedule A (Form 990-T). Don't reduce the NOL carryover shown here by any deduction reported on Part I, line 6.		
5	Post-2017 NOL carryovers. Enter the Business Activity Code and available post-2017 NOL carryovers. Don't reduce the amounts shown below by any NOL claimed on any Schedule A, Part II, line 17 for the tax year. See instructions.		
	Business Activity Code		
	Available post-2017 NOL carryover		
	\$		
	\$		
	\$		
	\$		
6a	Reserved for future use		
b	Reserved for future use		

Part V Supplemental Information

Provide any additional information. See instructions.

Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.			
	Signature of officer	Date	Title PRESIDENT	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	CATHY HARR			PTIN P00983521
	Firm's name	Firm's EIN		
	PACELINE ACCOUNTING GROUP, LLP	** - ***6170		
	Firm's address	Phone no.		
	416 SOUTH SECOND AVENUE	(605) 331-2550		
	SIOUX FALLS, SD 57104-6904			

Form 990-T (2024)

SCHEDULE A
(Form 990-T)

Department of the Treasury
Internal Revenue Service

Unrelated Business Taxable Income
From an Unrelated Trade or Business

Go to www.irs.gov/Form990T for instructions and the latest information.
Do not enter SSN numbers on this form as it may be made public if your organization is a 501(c)(3).

OMB No. 1545-0047

2024

Open to Public Inspection for
501(c)(3) Organizations Only

A Name of the organization GREAT BEAR MANAGEMENT, INC.	B Employer identification number **-***7880
C Unrelated business activity code (see instructions) 541800	D Sequence: 1 of 1

E Describe the unrelated trade or business **SPONSOR ADVERTISING**

Part I Unrelated Trade or Business Income		(A) Income	(B) Expenses	(C) Net
1 a	Gross receipts or sales <u>7,400.</u>			
b	Less returns and allowances <u> </u> c Balance	1c		
2	Cost of goods sold (Part III, line 8) <u> </u>	2		
3	Gross profit. Subtract line 2 from line 1c <u> </u>	3		7,400.
4 a	Capital gain net income (attach Schedule D (Form 1041 or Form 1120)). See instructions <u> </u>	4a		
b	Net gain (loss) (Form 4797) (attach Form 4797). See instructions <u> </u>	4b		
c	Capital loss deduction for trusts <u> </u>	4c		
5	Income (loss) from a partnership or an S corporation (attach statement) <u> </u>	5		
6	Rent income (Part IV) <u> </u>	6		
7	Unrelated debt-financed income (Part V) <u> </u>	7		
8	Interest, annuities, royalties, and rents from a controlled organization (Part VI) <u> </u>	8		
9	Investment income of section 501(c)(7), (9), or (17) organizations (Part VII) <u> </u>	9		
10	Exploited exempt activity income (Part VIII) <u> </u>	10		
11	Advertising income (Part IX) <u> </u>	11		
12	Other income (see instructions; attach statement) <u> </u>	12		
13	Total. Combine lines 3 through 12 <u> </u>	13	7,400.	7,400.

Part II Deductions Not Taken Elsewhere. See instructions for limitations on deductions. Deductions must be directly connected with the unrelated business income

1	Compensation of officers, directors, and trustees (Part X) <u> </u>	1	
2	Salaries and wages <u> </u>	2	
3	Repairs and maintenance <u> </u>	3	
4	Bad debts <u> </u>	4	
5	Interest (attach statement). See instructions <u> </u>	5	
6	Taxes and licenses <u> </u>	6	
7	Depreciation (attach Form 4562). See instructions <u> </u>	7	
8	Less depreciation claimed in Part III and elsewhere on return <u> </u>	8a	
9	Depletion <u> </u>	8b	
10	Contributions to deferred compensation plans <u> </u>	9	
11	Employee benefit programs <u> </u>	10	
12	Excess exempt expenses (Part VIII) <u> </u>	11	
13	Excess readership costs (Part IX) <u> </u>	12	
14	Other deductions (attach statement) <u> </u>	13	
15	Total deductions. Add lines 1 through 14 <u> </u>	14	0.
16	Unrelated business income before net operating loss deduction. Subtract line 15 from Part I, line 13, column (C) <u> </u>	15	
17	Deduction for net operating loss. See instructions <u> </u>	16	7,400.
18	Unrelated business taxable income. Subtract line 17 from line 16 <u> </u>	17	0.
		18	7,400.

For Paperwork Reduction Act Notice, see instructions.

Schedule A (Form 990-T) 2024

Part III Cost of Goods Sold

Enter method of inventory valuation

1	Inventory at beginning of year		1	
2	Purchases		2	
3	Cost of labor		3	
4	Additional section 263A costs (attach statement)		4	
5	Other costs (attach statement)		5	
6	Total. Add lines 1 through 5		6	
7	Inventory at end of year		7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and in Part I, line 2		8	
9	Do the rules of section 263A (with respect to property produced or acquired for resale) apply to the organization? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Part IV Rent Income (From Real Property and Personal Property Leased With Real Property)

1 Description of property (property street address, city, state, ZIP code). Check if a dual-use. See instructions.

A ☐ _____

B ☐ _____

C ☐ _____

D ☐ _____

	A	B	C	D
2 Rent received or accrued				
a From personal property (if the percentage of rent for personal property is more than 10% but not more than 50%)				
b From real and personal property (if the percentage of rent for personal property exceeds 50% or if the rent is based on profit or income)				
c Total rents received or accrued by property. Add lines 2a and 2b, columns A through D				

3 Total rents received or accrued. Add line 2c, columns A through D. Enter here and on Part I, line 6, column (A) 0.

Deductions directly connected with the income

4 In lines 2a and 2b (attach statement)

5 Total deductions. Add line 4, columns A through D. Enter here and on Part I, line 6, column (B) 0.

Part V Unrelated Debt-Financed Income (see instructions)

1 Description of debt-financed property (street address, city, state, ZIP code). Check if a dual-use. See instructions.

A ☐ _____

B ☐ _____

C ☐ _____

D ☐ _____

	A	B	C	D
2 Gross income from or allocable to debt-financed property				
3 Deductions directly connected with or allocable to debt-financed property				
a Straight line depreciation (attach statement)				
b Other deductions (attach statement)				
c Total deductions (add lines 3a and 3b, columns A through D)				
4 Amount of average acquisition debt on or allocable to debt-financed property (attach statement)				
5 Average adjusted basis of or allocable to debt-financed property (attach statement)				
6 Divide line 4 by line 5	%	%	%	%
7 Gross income reportable. Multiply line 2 by line 6				
8 Total gross income (add line 7, columns A through D). Enter here and on Part I, line 7, column (A) 0.				
9 Allocable deductions. Multiply line 3c by line 6				
10 Total allocable deductions. Add line 9, columns A through D. Enter here and on Part I, line 7, column (B) 0.				
11 Total dividends-received deductions included in line 10 0.				

Part VI Interest, Annuities, Royalties, and Rents From Controlled Organizations (see instructions)

1. Name of controlled organization	2. Employer identification number	Exempt Controlled Organizations			
		3. Net unrelated income (loss) (see instructions)	4. Total of specified payments made	5. Part of column 4 that is included in the controlling organization's gross income	6. Deductions directly connected with income in column 5
(1)					
(2)					
(3)					
(4)					

Nonexempt Controlled Organizations

7. Taxable income	8. Net unrelated income (loss) (see instructions)	9. Total of specified payments made	10. Part of column 9 that is included in the controlling organization's gross income	11. Deductions directly connected with income in column 10
(1)				
(2)				
(3)				
(4)				

Add columns 5 and 10.
Enter here and on Part I,
line 8, column (A).Add columns 6 and 11.
Enter here and on Part I,
line 8, column (B).

Totals

0.

0.

Part VII Investment Income of a Section 501(c)(7), (9), or (17) Organization (see instructions)

1. Description of income	2. Amount of income	3. Deductions directly connected (attach statement)	4. Set-asides (attach statement)	5. Total deductions and set-asides (add cols 3 and 4)
(1)				
(2)				
(3)				
(4)				
	Add amounts in column 2. Enter here and on Part I, line 9, column (A).			Add amounts in column 5. Enter here and on Part I, line 9, column (B).
	0.			0.

Totals

0.

0.

Part VIII Exploited Exempt Activity Income, Other Than Advertising Income (see instructions)

1	Description of exploited activity:	
2	Gross unrelated business income from trade or business. Enter here and on Part I, line 10, column (A)	2
3	Expenses directly connected with production of unrelated business income. Enter here and on Part I, line 10, column (B)	3
4	Net income (loss) from unrelated trade or business. Subtract line 3 from line 2. If a gain, complete lines 5 through 7	4
5	Gross income from activity that is not unrelated business income	5
6	Expenses attributable to income entered on line 5	6
7	Excess exempt expenses. Subtract line 5 from line 6, but do not enter more than the amount on line 4. Enter here and on Part II, line 12	7

Schedule A (Form 990-T) 2024

Part IX Advertising Income

1 Name(s) of periodical(s). Check box if reporting two or more periodicals on a consolidated basis.

A ☐

B ☐

C ☐

D ☐

Enter amounts for each periodical listed above in the corresponding column.

2 Gross advertising income

A	B	C	D

a Add columns A through D. Enter here and on Part I, line 11, column (A) 0.

3 Direct advertising costs by periodical

--	--	--	--

a Add columns A through D. Enter here and on Part I, line 11, column (B) 0.

4 Advertising gain (loss). Subtract line 3 from line

2. For any column in line 4 showing a gain, complete lines 5 through 8. For any column in line 4 showing a loss or zero, do not complete lines 5 through 7, and enter -0- on line 8

5 Readership costs

6 Circulation income

7 Excess readership costs. If line 6 is less than line 5, subtract line 6 from line 5. If line 5 is less than line 6, enter -0-

8 Excess readership costs allowed as a deduction. For each column showing a gain on line 4, enter the lesser of line 4 or line 7

a Add line 8, columns A through D. Enter the greater of the line 8a columns total or -0- here and on Part II, line 13

0.

Part X Compensation of Officers, Directors, and Trustees (see instructions)

1. Name	2. Title	3. Percentage of time devoted to business	4. Compensation attributable to unrelated business
(1)		%	
(2)		%	
(3)		%	
(4)		%	

Total. Enter here and on Part II, line 1

0.

Part XI Supplemental Information (see instructions)

Underpayment of Estimated Tax by Corporations

Attach to the corporation's tax return.
Go to www.irs.gov/Form2220 for instructions and the latest information.

OMB No. 1545-0123

2024

Name

GREAT BEAR MANAGEMENT, INC.

Employer identification number

****-***7880**

Note: Generally, the corporation is not required to file Form 2220 (see Part II below for exceptions) because the IRS will figure any penalty owed and bill the corporation. However, the corporation may still use Form 2220 to figure the penalty. If so, enter the amount from page 2, line 38, on the estimated tax penalty line of the corporation's income tax return, but **do not** attach Form 2220.

Part I Required Annual Payment

1	Total tax (see instructions)	1	1,344.
2a	Personal holding company tax (Schedule PH (Form 1120), line 26) included on line 1		
2b	Look-back interest included on line 1 under section 460(b)(2) for completed long-term contracts or section 167(g) for depreciation under the income forecast method		
2c	Credit for federal tax paid on fuels (see instructions)		
2d	Total. Add lines 2a through 2c		
3	Subtract line 2d from line 1. If the result is less than \$500, do not complete or file this form. The corporation does not owe the penalty	3	1,344.
4	Enter the tax shown on the corporation's 2023 income tax return. See instructions. Caution: If the tax is zero or the tax year was for less than 12 months, skip this line and enter the amount from line 3 on line 5	4	1,470.
5	Required annual payment. Enter the smaller of line 3 or line 4. If the corporation is required to skip line 4, enter the amount from line 3	5	1,344.

Part II Reasons for Filing - Check the boxes below that apply. If any boxes are checked, the corporation must file Form 2220 even if it does not owe a penalty. See instructions.

- 6 ☐ The corporation is using the adjusted seasonal installment method.
- 7 ☐ The corporation is using the annualized income installment method.
- 8 ☐ The corporation is a "large corporation" figuring its first required installment based on the prior year's tax.

Part III Figuring the Underpayment

	(a)	(b)	(c)	(d)
9	09/15/24	10/15/24	01/15/25	04/15/25
10	336.	336.	336.	336.
11				
12				
13				
14		336.	672.	1,008.
15	0.	0.	0.	0.
16		336.	672.	
17	336.	336.	336.	336.
18				

Go to Part IV on page 2 to figure the penalty. Do not go to Part IV if there are no entries on line 17 - no penalty is owed.

For Paperwork Reduction Act Notice, see separate instructions.

Form 2220 (2024)

Part IV Figuring the Penalty

	(a)	(b)	(c)	(d)
19 Enter the date of payment or the 15th day of the 4th month after the close of the tax year, whichever is earlier. (C corporations with tax years ending June 30 and S corporations: Use 3rd month instead of 4th month. Form 990-PF and Form 990-T filers: Use 5th month instead of 4th month.) See instructions	19			
20 Number of days from due date of installment on line 9 to the date shown on line 19	20			
21 Number of days on line 20 after 4/15/2024 and before 7/1/2024	21			
22 Underpayment on line 17 x $\frac{\text{Number of days on line 21} \times 8\% (0.08)}{365}$	22	\$	\$	\$
23 Number of days on line 20 after 6/30/2024 and before 10/1/2024	23			
24 Underpayment on line 17 x $\frac{\text{Number of days on line 23} \times 8\% (0.08)}{365}$	24	\$	\$	\$
25 Number of days on line 20 after 9/30/2024 and before 1/1/2025	25			
26 Underpayment on line 17 x $\frac{\text{Number of days on line 25} \times 8\% (0.08)}{365}$	26	\$	\$	\$
27 Number of days on line 20 after 12/31/2024 and before 4/1/2025	27	SEE ATTACHED WORKSHEET		
28 Underpayment on line 17 x $\frac{\text{Number of days on line 27} \times 7\% (0.07)}{365}$	28	\$	\$	\$
29 Number of days on line 20 after 3/31/2025 and before 7/1/2025	29			
30 Underpayment on line 17 x $\frac{\text{Number of days on line 29} \times \%}{365}$	30	\$	\$	\$
31 Number of days on line 20 after 6/30/2025 and before 10/1/2025	31			
32 Underpayment on line 17 x $\frac{\text{Number of days on line 31} \times \%}{365}$	32	\$	\$	\$
33 Number of days on line 20 after 9/30/2025 and before 1/1/2026	33			
34 Underpayment on line 17 x $\frac{\text{Number of days on line 33} \times \%}{365}$	34	\$	\$	\$
35 Number of days on line 20 after 12/31/2025 and before 3/16/2026	35			
36 Underpayment on line 17 x $\frac{\text{Number of days on line 35} \times \%}{365}$	36	\$	\$	\$
37 Add lines 22, 24, 26, 28, 30, 32, 34, and 36	37	\$	\$	\$
38 Penalty. Add columns (a) through (d) of line 37. Enter the total here and on Form 1120, line 34; or the comparable line for other income tax returns	38	\$		71.

* Use the penalty interest rate for each calendar quarter, which the IRS will determine during the first month in the preceding quarter. These rates are published quarterly in an IRS News Release and in a revenue ruling in the Internal Revenue Bulletin. To obtain this information on the Internet, access the IRS website at www.irs.gov. You can also call 800-829-4933 to get interest rate information.

FORM 990-T
UNDERPAYMENT OF ESTIMATED TAX WORKSHEET

Name(s) GREAT BEAR MANAGEMENT, INC.					Identifying Number ** - ***7880	
(A) *Date	(B) Amount	(C) Adjusted Balance Due	(D) Number Days Balance Due	(E) Daily Penalty Rate	(F) Penalty	
		-0-				
09/15/24	336.	336.	30	.000218579	2.	
10/15/24	336.	672.	77	.000218579	11.	
12/31/24	0.	672.	15	.000191781	2.	
01/15/25	336.	1,008.	90	.000191781	17.	
04/15/25	336.	1,344.	153	.000191781	39.	
Penalty Due (Sum of Column F).					71.	

Depreciation and Amortization
(Including Information on Listed Property)

990

Attach to your tax return.

Go to www.irs.gov/Form4562 for instructions and the latest information.

OMB No. 1545-0172

2024

Attachment
Sequence No. 179

GREAT BEAR MANAGEMENT, INC.

FORM 990 PAGE 10

-*7880

Part I Election To Expense Certain Property Under Section 179 Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	1,220,000.
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation	3	3,050,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2023 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2025. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	62,690.

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2024	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/>		

Section B - Assets Placed in Service During 2024 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property	/		27.5 yrs.	MM	S/L	
	/		27.5 yrs.	MM	S/L	
i Nonresidential real property	/		39 yrs.	MM	S/L	
	/			MM	S/L	

Section C - Assets Placed in Service During 2024 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 30-year	/		30 yrs.	MM	S/L	
d 40-year	/		40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22	62,690.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Part V**Listed Property** (Include automobiles, certain other vehicles, certain aircraft, and property used for entertainment, recreation, or amusement.)**Note:** For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.**Section A - Depreciation and Other Information** (Caution: See the instructions for limits for passenger automobiles.)**24a** Do you have evidence to support the business/investment use claimed? ☐ **Yes** ☐ **No** **24b** If "Yes," is the evidence written? ☐ **Yes** ☐ **No**

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
--	-------------------------------------	--	-------------------------------	--	---------------------------	------------------------------	----------------------------------	---------------------------------------

25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use**25****26** Property used more than 50% in a qualified business use:

	:	:	%					
	:	:	%					
	:	:	%					

27 Property used 50% or less in a qualified business use:

	:	:	%			S/L -		
	:	:	%			S/L -		
	:	:	%			S/L -		

28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1**28****29** Add amounts in column (i), line 26. Enter here and on line 7, page 1**29****Section B - Information on Use of Vehicles**

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30 Total business/investment miles driven during the year (don't include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who aren't more than 5% owners or related persons.

37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?	Yes	No
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use?		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," don't complete Section B for the covered vehicles.**Part VI** Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2024 tax year:					
	:	:			
43 Amortization of costs that began before your 2024 tax year					43
44 Total. Add amounts in column (f). See the instructions for where to report					44

Name of corporation
GREAT BEAR MANAGEMENT, INC.

Employer identification number (EIN)
**** - *** 7880**

- A** Is the corporation filing this form a member of a controlled group treated as a single employer under sections 59(k)(1)(D) and 52? ☐ Yes ☒ No
If "Yes," the corporation must complete Part V listing the names, EINs, and separate company financial statement income or loss for each member of the controlled group treated as a single employer taken into account in the determination of "applicable corporation" under section 59(k)(1)(D).
- B** Is the corporation filing this form a member of a foreign-parented multinational group (FPMG) within the meaning of section 59(k)(2)(B)? ☐ Yes ☒ No
If "Yes," the corporation must complete Part V listing the names, EINs, and separate company financial statement income or loss for each member of the FPMG under section 59(k)(2)(B).

Part I Applicable Corporation Determination (Report all amounts in U.S. dollars.)
If you have already determined in current or prior years you are an applicable corporation, skip Part I and continue to Part II.

	(a) First Preceding Year Ended	(b) Second Preceding Year Ended	(c) Third Preceding Year Ended
1 Net income or loss per applicable financial statement(s) (AFS) (see inst):			
a Consolidated net income or loss per the AFS of the corporation	1a		
b Include AFS net income or loss of other includible entities (add net income and subtract net loss)	1b		
c Exclude AFS net income or loss of excludible entities (add net loss and subtract net income)	1c		
d Adjustment for certain consolidating entries (see instructions)	1d		
e Specified additional net income or loss item B. Reserved for future use	1e		
f AFS net income or loss of all entities in the test group before adjustments. Combine lines 1a through 1d	1f		
2 Adjustments (see instructions):			
a Financial statements covering different tax years	2a		
b Corporations that are not included on the taxpayer's consolidated return	2b		
c Aggregate pro-rata share of adjusted net income from controlled foreign corporations (CFCs) for which the corporation is a U.S. shareholder. If zero or less, enter -0- (attach Schedule A (Form 4626)) (see instructions for special rules if completing this form for an FPMG)	2c		
d Amounts that are not effectively connected to a U.S. trade or business (see instructions for special rules if completing this form for an FPMG)	2d		
e Certain taxes	2e		
f Patronage dividends and per-unit retain allocations (cooperatives only)	2f		
g Alaska native corporations	2g		
h Certain credits	2h		
i Mortgage servicing income	2i		
j Tax-exempt entities (organizations subject to tax under section 511)	2j		
k Depreciation	2k		
l Qualified wireless spectrum	2l		
m Covered transactions	2m		
n Adjustments related to bankruptcy and insolvency	2n		
o Certain insurance company adjustments	2o		
p Adjustment P - Reserved for future use	2p		
q Adjustment Q - Reserved for future use	2q		
r Adjustment R - Reserved for future use	2r		
s Adjustment S - Reserved for future use	2s		
z Other	2z		
3 Specified adjustment. Reserved for future use	3		
4 Total adjustments. Combine lines 2a through 2z	4		
5 AFSI. Combine lines 1f and 4	5		
6 AFSI of first, second, and third preceding tax years. Combine columns (a), (b), and (c) of line 5		6	
7 3-year average annual AFSI (see instructions)		7	

Part I **Applicable Corporation Determination** (Report all amounts in U.S. dollars.) (continued)

- 8** Is line 7 more than \$1 billion?
☐ **Yes.** Continue to line 9.
☐ **No.** STOP here and attach to your tax return.
- 9** Is the corporation a member of an FPMG within the meaning of section 59(k)(2)(B)?
☐ **Yes.** Continue to line 10.
☐ **No.** Continue to Part II.

10 AFSI for purposes of the \$100 million test before adjustments:

- a** AFSI from line 5
- b** Aggregation differences (see Instructions)
- c** Total AFSI for purposes of the \$100 million test before adjustments.
 Combine lines 10a and 10b

11 Adjustments:

- a** Income not effectively connected to a U.S. trade or business
- b** Aggregate pro-rata share of adjusted net income from CFCs for which the corporation is a U.S. shareholder. If zero or less, enter -0- (attach Schedule A (Form 4626)) (see instructions)
- c** Reserved for future use - Other adjustments 1
- d** Reserved for future use - Other adjustments 2

12 Total adjustments. Combine lines 11a and 11b**13** Total AFSI for purposes of the \$100 million test. Combine lines 10c and 12**14** AFSI of first, second, and third preceding tax years. Combine columns (a), (b), and (c) of line 13**15** 3-year average annual AFSI for purposes of the \$100 million test**16** Is line 15 \$100 million or more?

- ☐ **Yes.** Continue to Part II.
☐ **No.** STOP here. Attach to your tax return.

	(a) First Preceding Year Ended	(b) Second Preceding Year Ended	(c) Third Preceding Year Ended
10a			
10b			
10c			
11a			
11b			
11c			
11d			
12			
13			
14			
15			

Part II Corporate Alternative Minimum Tax (CAMT)

1	Net income or loss per AFS (see instructions):		
a	Consolidated net income or loss per the AFS of the corporation	1a	6,400.
b	Include AFS net income or loss of other includible entities (add net income and subtract net loss)	1b	
c	Exclude AFS net income or loss of excludible entities (add net loss and subtract net income)	1c	
d	Adjustment for certain consolidating entries (see instructions)	1d	
e	Specified additional net income or loss item D. Reserved for future use	1e	
f	AFS net income or loss before adjustments. Combine lines 1a through 1d	1f	6,400.
2	Adjustments (see instructions):		
a	Financial statements covering different tax years	2a	
b	Reserved for future use - Adjustment 2b	2b	
c	Corporations that are not included on the taxpayers - consolidated return (see instructions)	2c	
d	The corporation's distributive share of adjusted financial statement income of partnerships	2d	
e	Aggregate pro-rata share of adjusted net income from CFCs for which the corporation is a U.S. shareholder. Enter the amount from Part VI, Section II, line 3	2e	
f	Amounts that are not effectively connected to a U.S. trade or business	2f	
g	Certain taxes. Enter the amount from Part III, line 7	2g	
h	Patronage dividends and per-unit retain allocations (cooperatives only)	2h	
i	Alaska native corporations	2i	
j	Certain credits	2j	
k	Mortgage servicing income	2k	
l	Covered benefit plans described in section 56A(c)(11)(B)	2l	
m	Tax-exempt entities (organizations subject to tax under section 511)	2m	
n	Depreciation	2n	
o	Qualified wireless spectrum	2o	
p	Covered transactions	2p	
q	Adjustments related to bankruptcy and insolvency	2q	
r	Certain insurance company adjustments	2r	
s	AFSI adjustment S - Reserved for future use	2s	
t	AFSI adjustment T - Reserved for future use	2t	
u	AFSI adjustment U - Reserved for future use	2u	
z	Other	2z	
3	Total adjustments. Combine lines 2a through 2z	3	
4	AFSI before financial statement net operating loss carryover. Combine lines 1f and 3	4	6,400.
5	Financial statement net operating loss (FSNOL) (see instructions)	5	
6	AFSI. Subtract line 5 from line 4. If zero or less, enter -0-	6	6,400.
7	Multiply line 6 by 15% (0.15)	7	960.
8	Corporate alternative minimum tax foreign tax credit (CAMT FTC). Enter amount from Part IV, Section I, line 6 (see inst)	8	
9	Tentative minimum tax. Subtract line 8 from line 7. If zero or less, enter -0-	9	960.
10	Regular tax liability (see instructions)	10	1,344.
11	Base erosion minimum tax (see instructions)	11	0.
12	Combine lines 10 and 11	12	1,344.
13	Alternative minimum tax. Subtract line 12 from line 9. If zero or less, enter -0-. Enter here and on Form 1120, Schedule J, line 3, or the appropriate line of the corporation's income tax return	13	0.

Part III Adjustment for Certain Taxes Under Section 56A(c)(5)

1	Current income tax provision - Foreign	1	
2	Current income tax provision - Federal	2	
3	Deferred income tax provision - Foreign	3	
4	Deferred income tax provision - Federal	4	
5	Income taxes included in equity method investment income	5	
6a	Adjustment A - Reserved for future use	6a	
b	Adjustment B - Reserved for future use	6b	
c	Adjustment C - Reserved for future use	6c	
d	Adjustment D - Reserved for future use	6d	
e	Adjustment E - Reserved for future use	6e	
f	Adjustment F - Reserved for future use	6f	
g	Adjustment G - Reserved for future use	6g	
h	Adjustment H - Reserved for future use	6h	
z	Income taxes in other places	6z	
7	Total. Combine lines 1 through 6z. Enter here and on Part II, line 2g	7	

Part IV Corporate Alternative Minimum Tax - Foreign Tax Credit**Section I - CAMT Foreign Tax Credit**

1	Domestic corporation CAMT foreign income taxes:			
a	Total foreign taxes paid or accrued as reported on Form 1118, Schedule B, Part I, column 2(j)	1a		
b	Adjustment	1b		
c	Adjustment	1c		
d	Adjustment	1d		
e	Adjustment	1e		
f	Adjustment	1f		
g	Adjustment	1g		
2	Total domestic corporation CAMT foreign income taxes. Combine lines 1a through 1g.....		2	
3	Allowable CFC CAMT foreign income taxes:			
a	Pro-rata share of CFC CAMT foreign income taxes from Part IV, Section II, line 11, column (n)	3a		
b	Other	3b		
c	Carryover of excess foreign taxes (from Part IV, Section III, line 4, column (vii))	3c		
d	Total CFC CAMT foreign income taxes. Add lines 3a, 3b, and 3c		3d	
e	Percentage specified in section 55(b)(2)(A)(i)	3e	15%	
f	Aggregate pro-rata share of adjusted net income from CFCs for which the corporation is a U.S. shareholder. Enter the amount from Part VI, Section II, line 3 (see instructions)	3f		
g	CFC CAMT FTC limitation (multiply line 3e by line 3f)		3g	
h	Allowable CFC CAMT foreign income taxes (lesser of line 3d or line 3g)		3h	
4	CAMT FTC Line 4 - Reserved for future use		4	
5	CAMT FTC Line 5 - Reserved for future use		5	
6	Total CAMT foreign income taxes. Combine lines 2 and 3h. Enter this amount on Part II, line 8.....		6	

Form **4626** (2024)

2024 2025 Great Bear Management Annual Report

Summer 2024

After a challenging season, the team was energized to make the most of summer. In June, we hosted a Summer Showcase partnering with many local businesses to show off our beautiful venue. We were proud to highlight all the services we offer, from catering to photography.

The team also launched a new event, Chill At The Hill, featuring a relaxing evening of local music regularly throughout the summer. And in August, the inaugural Lallycooler Music Festival was announced, to take place at Great Bear the following summer, in partnership with the Washington Pavillion.

Meanwhile, we were busy installing a new, more streamlined point of sale. It was a large undertaking, replacing 5 platforms with 1, but overall delivered a better guest and employee experience. Then, we kicked off winter with our annual season pass sale in October. And soon it was time to make snow!

Winter 2024/2025

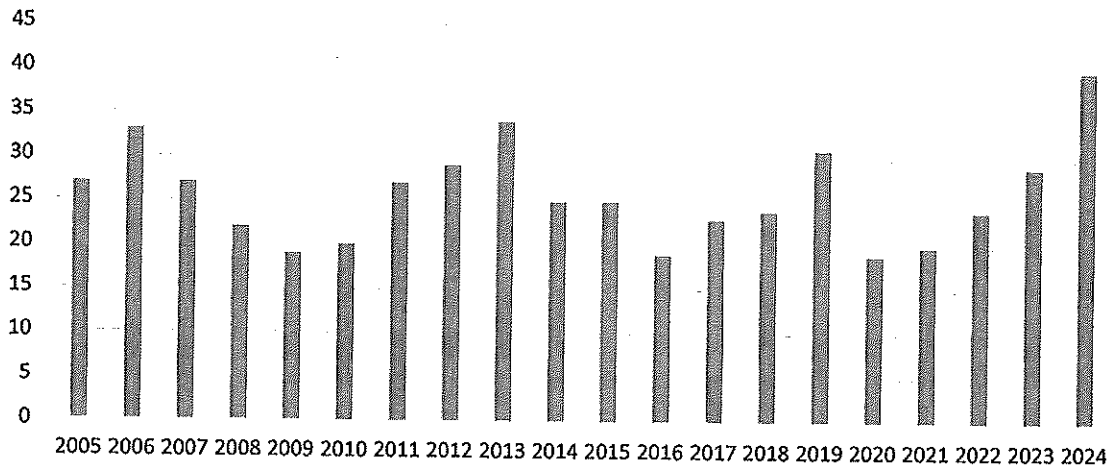
Mother nature showed some mercy and brought us an early start to snowmaking on November 25. Our team gave it all they had, allowing us to open on December 12 for the season, the earliest opening date in years. And better yet, the Kirby Family Tubing Park opened for the season just in time for Christmas break on December 21.

Due to the shortened previous season, a partial credit was issued to season passholders. Their strong support of Great Bear resulted in a 70% retention rate and another record year for season passes sold!

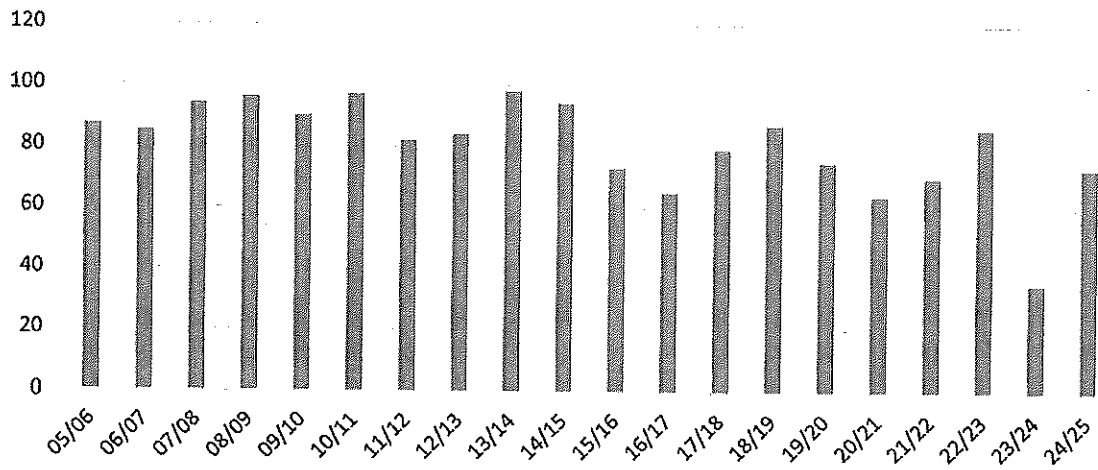
Over the winter we hosted a variety of events from Sunday races to our popular 5th Grade Days program. Although the natural snowfall was well below average, our team took advantage of the cold weather, giving our guests plenty of snow to enjoy. For most of the winter, we were the only white spot in town!

We wrapped up a 73-day season with SnirtFest and the Great Bear Invitational on March 2. It was great to get back to normal, seeing 47,000 visitors over the season!

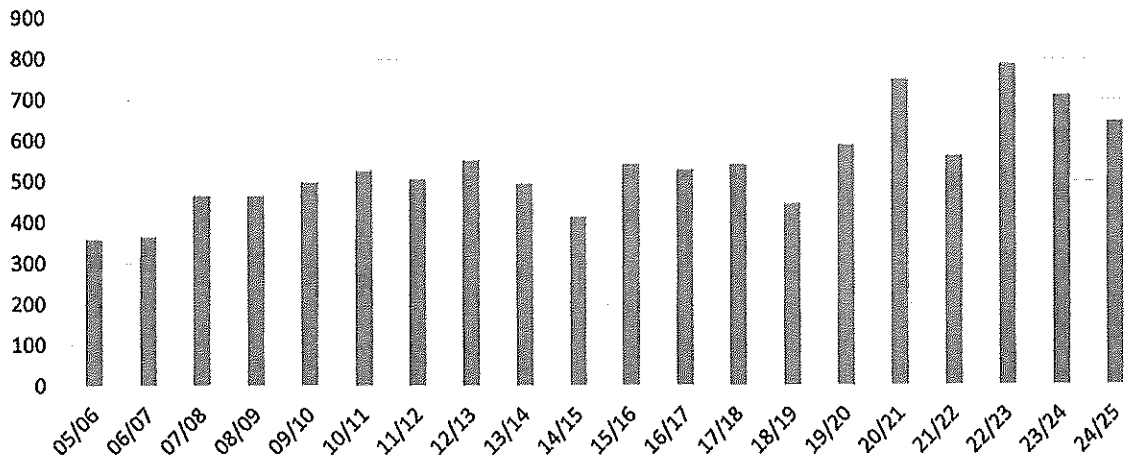
Summer Events



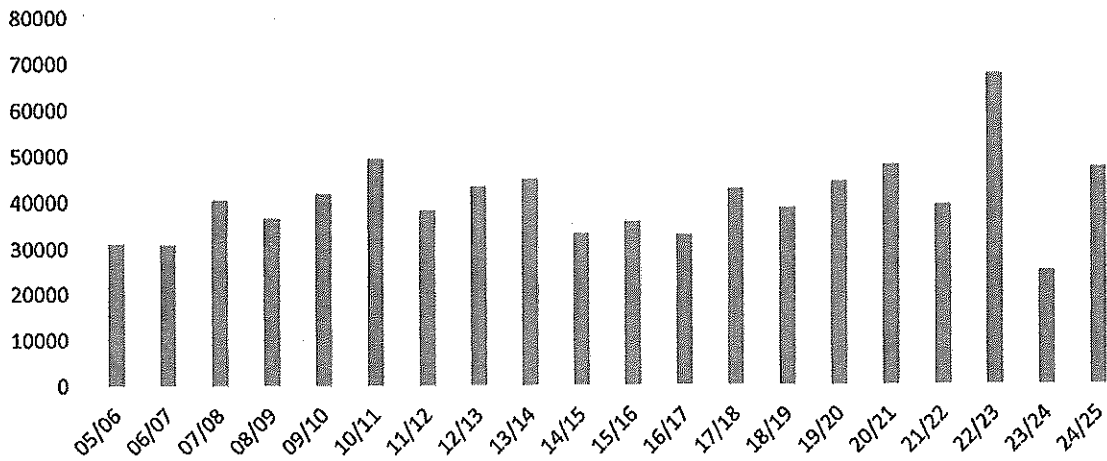
Winter Season Length



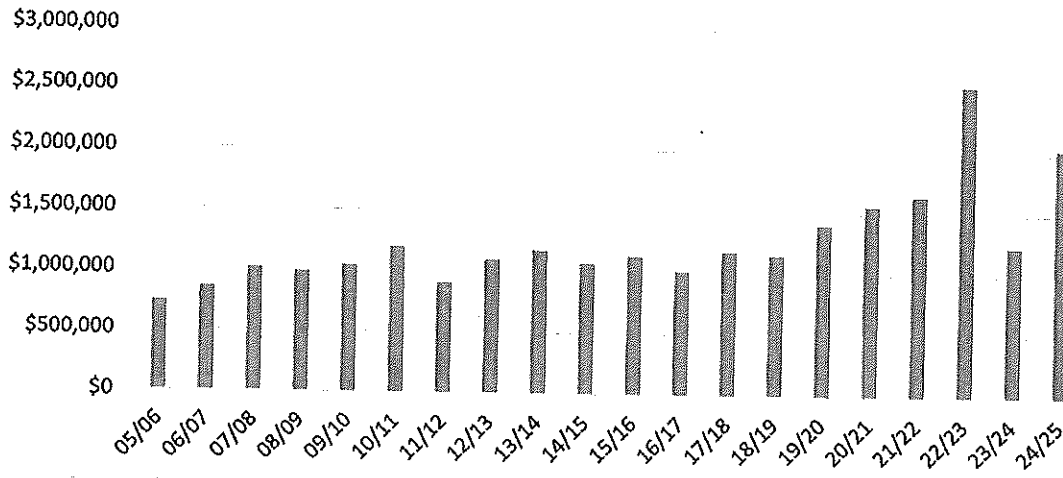
Winter Visits per Day



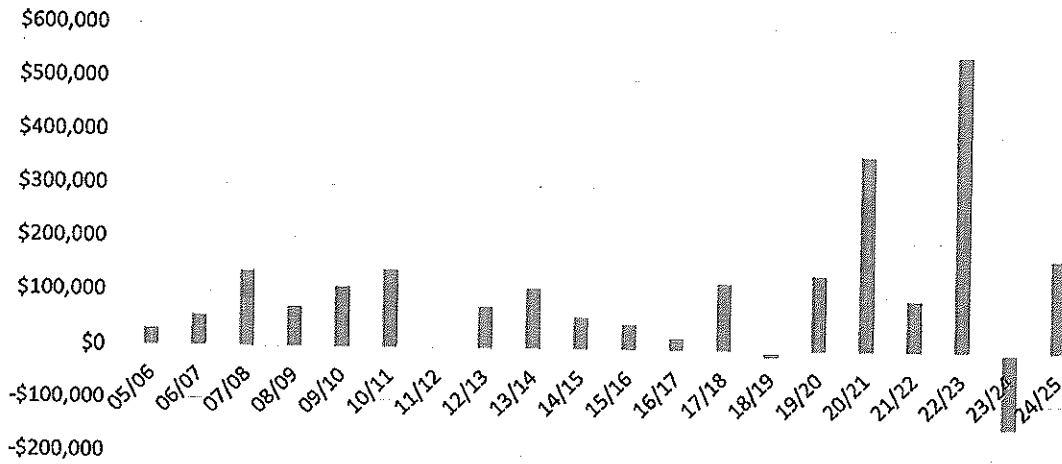
Total Winter Area Visits



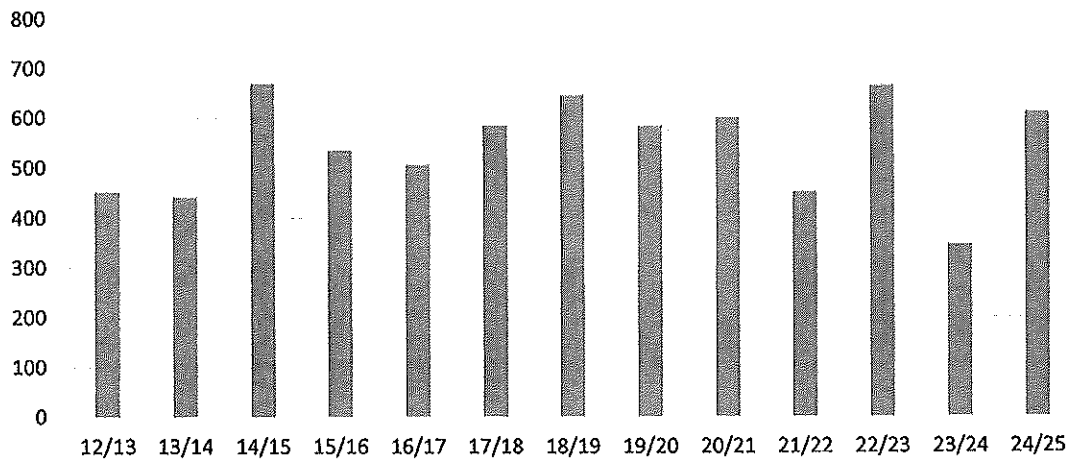
Total Area Revenue



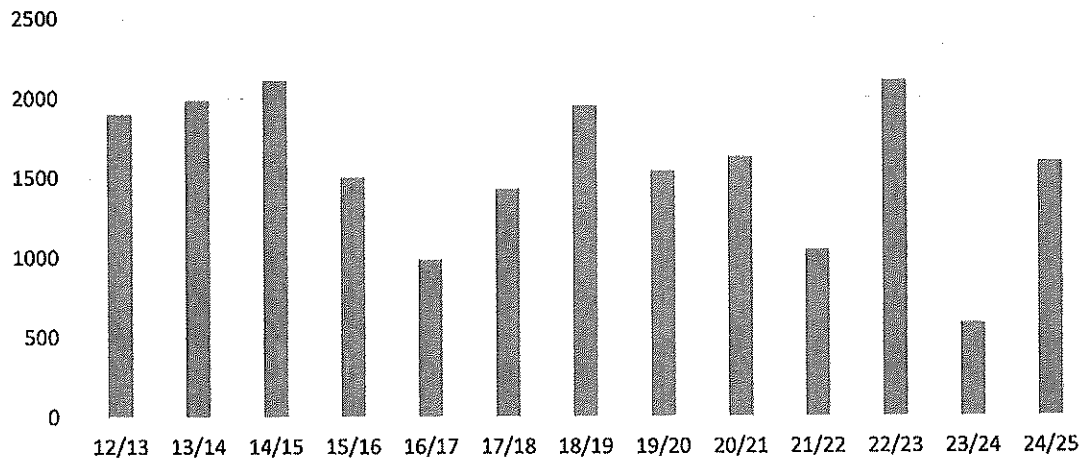
Revenues Over Expenses



5th Grade Participants



5th Grade Visits



2025 2026 Great Bear Admission Rate Comparison

<u>Area</u>	<u>Adult Full Day Lift</u>	<u>Adult Half Day Lift</u>	<u>Child Full Day Lift</u>	<u>Child Half Day Rate</u>	<u>Rental</u>	<u>Tubing Lift</u>	<u>Adult Season Pass</u>	<u>Child Season Pass</u>
<u>Great Bear (proposed)***</u>								
Sioux Falls, SD								
Window Rate	\$45.00	\$38.00	\$45.00	\$38.00	\$34.00	28 / 3+ hours	\$340.00	\$340.00
Starting at...	\$33.75	\$28.50	\$33.75	\$28.50	\$34.00	21 / 3+ hours	\$275.00	\$275.00
(up to 25% discount if purchased online in advance)								
<u>Terry Peak **</u>	\$74.00	\$69.00	\$55.00	\$47.00	\$42.00	na	\$800.00	\$475.00
Lead, SD								
<u>Crescent Hill</u>	\$48.00	\$32.00	\$43.00	\$27.00	\$32.00	na	\$349.00	\$349.00
Crescent, IA								
<u>Welch Village</u>	\$84.00	\$69.00	\$74.00	\$59.00	\$45.00	na	\$555.00	\$475.00
Welch, MN								
<u>Mt Kato**</u>	\$59.00	\$32.00	\$48.00	\$32.00	\$34.00	\$20 / 2 hrs	\$489.00	\$379.00
Mankato, MN								
<u>Spirit Mountain*</u>	\$86.00	\$86.00	\$65.00	\$65.00	\$53.00	\$25 / 2 hours	\$615.00	\$415.00
Duluth, MN								
<u>Hyland Hills</u>	\$44.00	\$38.00	\$39.00	\$34.00	\$27.00	na	\$524.00	\$424.00
Bloomington, MN								
<u>Giants Ridge*</u>	\$67.00	\$62.00	\$46.00	\$41.00	\$39.00	na	\$499.00	\$379.00
Biwabik, MN								
<u>Afton Alps**</u>	\$104.00	na	\$54.00	na	\$48.00	na	\$746.00	\$603.00
Afton, Mn								
<u>Buck Hill*</u>	\$64.00	\$44.00	\$54.00	\$39.00	\$40.00	na	\$545.00	\$445.00
Minneapolis, MN								
<u>Detroit Mt.**</u>	\$52.00	\$32.00	\$52.00	\$32.00	\$32.00	\$20 / 2hours	\$475.00	\$375.00
Alexandria, MN								
* denotes publicly owned facility								
** 2025-2026 rates have not been updated								
*** does not include 7.7% sales tax								
Chalet Rental	2025	2026						
	\$2,000	\$2,500						

Sioux Falls Golf

YOUR CITY • YOUR COURSES



2026 Rates

	2024	2025	2026
Season Passes	Rates + Tax		
Adult All Time Pass	\$1,145	\$1,195	\$1,195
Adult Weekday Pass	\$845	\$870	\$910
Senior All Time (over 65)	\$945	\$995	\$995
Senior Weekday (over 65)	\$695	\$720	\$750
Young Executive All Time (24-40)	\$800	\$850	\$890
Young Executive Weekday (24-40)	\$595	\$620	\$650
Student All Time (19 to age 23)	\$445	\$470	\$495
Youth Pass (18 & Under)	\$325	\$350	\$370
Kuehn Park & East Course All Time	\$525	\$575	\$605
Season Pass Add On	Rates + Tax		
Add Spouse to any Season Pass	\$325	\$350	\$370
Add Family to any Season Pass	\$400	\$425	\$500
Add Spouse/Family to Kuehn Park & East Course	\$250	\$275	\$290
Early Buy Sale	Promotion		
Black Friday - January 31st	15% OFF		
Green Fees	Promotion		
9 Holes Weekday Prairie Green	\$27.00	\$28.00	\$28.00
9 Holes Weekday Elmwood	\$27.00	\$28.00	\$28.00
18 Holes Weekday Prairie Green	\$41.00	\$41.00	\$42.00
18 Holes Weekday Elmwood	\$41.00	\$41.00	\$42.00
9 Holes Weekend Prairie Green	\$34.00	\$35.00	\$35.00
9 Holes Weekend Elmwood	\$34.00	\$35.00	\$35.00
18 Holes Weekend Pralrle Green	\$47.00	\$47.00	\$48.00
18 Holes Weekend Elmwood	\$47.00	\$47.00	\$48.00
9 Holes Weekday Kuehn Park	\$21.00	\$22.00	\$22.00
18 Holes Weekday Kuehn Park	\$29.00	\$29.00	\$30.00
9 Holes Weekend Kuehn Park	\$23.00	\$24.00	\$24.00
18 Holes Weekend Kuehn Park	\$31.00	\$31.00	\$32.00
9 Holes Weekday East Course	\$23.00	\$24.00	\$24.00
18 Holes Weekday East Course	\$33.00	\$33.00	\$34.00
9 Holes Weekend East Course	\$24.00	\$25.00	\$25.00
18 Holes Weekend East Course	\$35.00	\$35.00	\$36.00
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 incl)
ONLY OPTION FOR 2025	\$625 for \$525

NOTE: Punch Passes may be used for green & cart fees during the 2026 season. Punch Passes are non transferable and expire at the end of 2026 golf season. Punch Passes are eligible for early discounts or Season Pass Perks. No discounts are given on punch pass dollars expire in the fall.

	2024	2025
Carts		
Rates + Tax		
9- Holes Prairie Green & Elmwood	\$15	\$15
9 Holes - Kuehn Park	\$14	\$14
18 - Holes @ All Three Courses	\$23	\$23
Single Cart Rider	\$5/\$10	\$5/\$10

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

Range Balls	Rates (tax incl)	
Small Bucket 1 token	\$8	\$8.00
Medium Bucket 2 tokens	\$12	\$12.00
Large Bucket 3 tokens	\$14	\$14.00

Range Passes	Rates + Tax	
Unlimited Adult Pass	\$445	\$470
Unlimited Family Pass	\$495	\$520
Unlimited Youth Pass	\$350	\$375

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

Other Use/Rental		
All Courses		

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

2025 Fee Comparisons (without tax)

Sioux Falls Golf	Willow Run GC Bakker GC	Brandon GC	Grand Falls Casino
9 Hole Weekday Green Fee= \$28 <i>East Course = \$24</i> <i>Kuehn Park = \$24</i>	9 Hole Weekday Green Fee = \$40	9 Hole Weekday Green Fee = \$25	9 Hole- Weekday Fee = \$49 with cart/range
18 Hole Weekday Green Fee = \$41 <i>East Course = \$33</i> <i>Kuehn Park = \$29</i>	18 Hole Weekday Green Fee = \$55	18 Hole Weekday Green Fee = \$40	18 Hole Weekday Green Fee = \$79 with cart/range
9 Hole Weekend Green Fee = \$35 <i>East Course = \$25</i> <i>Kuehn Park = \$24</i>	9 Hole Weekend Green Fee = \$45	9 Hole Weekend Green Fee = \$40	9 Hole Weekend Green Fee = \$59 with cart/range
18 Hole Weekend Green Fee = \$47 <i>East Course = \$35</i> <i>Kuehn Park = \$31</i>	18 Hole Weekend Green Fee = \$60	18 Hole Weekend Green Fee = \$45	18 Hole Weekend Green Fee = \$89 with cart/range
9/18 = Hole Cart Fees \$15/\$23	9 /18 Hole Cart Fees \$15/\$25	9/18 Hole Cart Fees \$17/\$25	9/18 Hole Cart Fees Included in Total



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 Winter Invite

Date(s) of Event 12/4/2025-12/6/2025

Location(s) of Event Midco Aquatic Center

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

Location(s) where entrance fees will be collected

1. <u>East Entrance</u>	2. <u> </u>
3. <u> </u>	4. <u> </u>

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

1. <u>\$15</u> per <u>Adult Entry</u>	2. <u>\$0</u> per <u>Children (Under 10)</u>
3. <u>\$10</u> per <u>Student Entry</u>	4. <u>\$0</u> per <u>Student with AU ID</u>

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

<u></u>	<u>7/15/2025</u>
Applicant Signature	Application Date

<u> </u>	<u> </u>
Park Board Approval Date	Permit Issued Date

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



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 v. University of Nebraska-Omaha
Date(s) of Event 12/12/2025
Location(s) of Event Midco Aquatic Center

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

Location(s) where entrance fees will be collected

1. <u>East Entrance</u>	2. <u> </u>
3. <u> </u>	4. <u> </u>

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

1. <u>\$10</u> per <u>Adult Entry</u>	2. <u>\$0</u> per <u>Children (Under 10)</u>
3. <u>\$5</u> per <u>Student Entry</u>	4. <u>\$0</u> per <u>Student with AU ID</u>

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

<u></u>	<u>7/15/2025</u>
Applicant Signature	Application Date

<u> </u>	<u> </u>
Park Board Approval Date	Permit Issued Date

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



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 v. University of Sioux Falls

Date(s) of Event 11/7/25

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

 7/15/2025
Applicant Signature Application Date

Park Board Approval Date Permit Issued Date

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SIOUX FALLS PARKS AND RECREATION 5-YEAR COMPREHENSIVE PLAN.

WHEREAS, the Sioux Falls Parks and Recreation Department (the "Department") has undertaken the goal of being accredited by the Commission for Accreditation of Parks and Recreation Agencies ("CAPRA"); and

WHEREAS, pursuant to Section 95.027 of the Code of Ordinances of Sioux Falls, SD, the Department is required to have a comprehensive plan adopted by its board and governing bodies; and

WHEREAS, through the process of being accredited, the Department has refined its comprehensive plan to comply with the standards as required by CAPRA; and

WHEREAS, the Sioux Falls Parks and Recreation Board approved the 5-Year Comprehensive Plan on October 28, 2025, and recommends approval of the same to the Sioux Falls City Council.

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

That the Sioux Falls Parks and Recreation 5-Year Comprehensive Plan as attached hereto and made a part of this resolution is hereby approved.

The City shall publish this resolution, without attachment, after its passage. The attachment is on file and available for inspection in the office of the City Clerk.

Date adopted: _____.

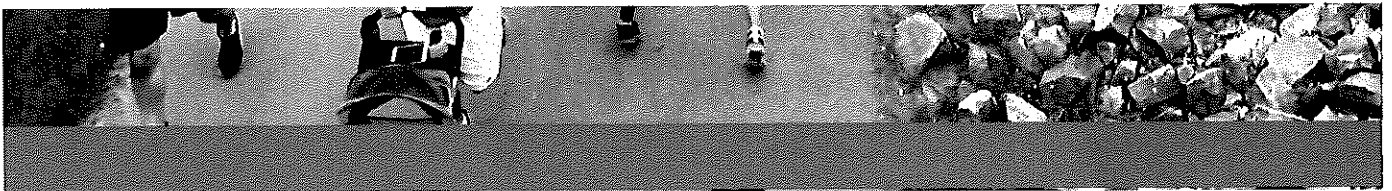
Paul TenHaken, Mayor

ATTEST:

Jermery J. Washington, City Clerk



**Comprehensive Parks and Recreation
System Master Plan
2026-2030**



Comprehensive Parks and Recreation System Master Plan

ACKNOWLEDGEMENTS

We would like to thank the many citizens, staff and community groups who provided extensive community input for the development of this Comprehensive Parks and Recreation System Plan. The efforts of this community will continue to ensure the success of Sioux Falls Parks and Recreation.

Project Staff

Don Kearney, Director of Parks and Recreation

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Sioux Falls Parks and Recreation Board

Sioux Falls City Council

Sioux Falls Mayor's Office

Planning Team



In Association with:

CONFLUENCE





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Appendix 3 – Recreation Program Assessment

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Appendix 7 – Indoor Recreation Plan

Comprehensive Parks and Recreation System Master Plan

CHAPTER ONE – EXECUTIVE SUMMARY

1.1 INTRODUCTION

Sioux Falls, the largest city in South Dakota, sits at the heart of the region and pairs a vibrant downtown and big-city amenities with small-city hospitality. The City's Parks and Recreation Department ("SFPR") maintains public open spaces, delivers a comprehensive system of parks and recreation facilities, and creates positive leisure opportunities for all residents, continuing a long legacy of high-quality service.

The SFPR system encompasses more than 3,200 acres of parkland across 83 parks and 7 undeveloped sites, plus one recreation center, five gymnasiums, three support sites, three golf courses, a refrigerated ice ribbon, six outdoor ice rinks, five outdoor pools, one indoor aquatic center, the Downtown River Greenway, and over 40 miles of paved, off-street trails. SFPR also partners with third parties to operate signature destinations including the Great Plains Zoo & Delbridge Museum of Natural History, Great Bear Recreation Park, the Mary Jo Wegner Arboretum & East Sioux Falls Historic Site, The Lodge at Jacobson Plaza, and the Falls Overlook Café, and recently added a Levitt performance venue, one of only seven in the nation. The system is well maintained and provides excellent citywide coverage.

Accredited by the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) since 2010, SFPR meets national best practices across more than 150 measured standards. CAPRA, the only national accreditation for parks and recreation, recognizes excellence in operations and service; SFPR is one of just 213 accredited agencies among 8,000+ systems nationwide, underscoring its accountability, quality management, and commitment to community outcomes.

This Parks and Recreation System Master Plan engaged the community to shape a shared vision for the future of parks and recreation in Sioux Falls. Input was gathered through focus groups, stakeholder interviews, public forums, a statistically valid needs assessment survey, and a project website (<https://engagepros.mysocialpinpoint.com/sioux-falls-parks-master-plan>) that provided more engagement tools such as a vision board, mapping activity, and online survey. Community feedback was integrated with technical research and analysis to produce the final plan from January to October 2025.

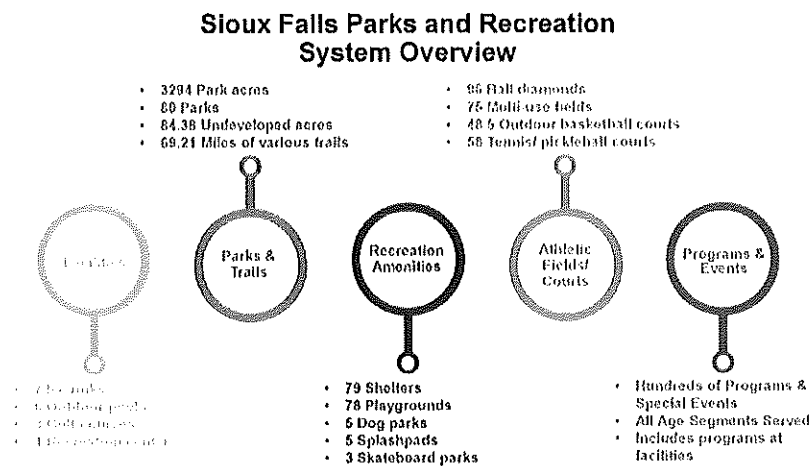


Figure 1 - SFPR System Overview



1.2 SYSTEM PLAN GOALS

The Master Plan comprehensively outlines the current and future needs of the community, updates level of service standards and presents a strategic action plan for the next five years. This Master Plan responds to the dynamic shifts within the Sioux Falls community since the adoption of the previous plan in 2020. Factors such as population growth, shifting demographics, evolving recreational trends, the establishment of new parks and facilities, increased usage of SFPR parks and facilities, and the resounding success of numerous programs have collectively influenced and redefined the demand for park and recreation services. Consequently, these changes necessitate innovative strategies to effectively manage the park and recreation system over the upcoming five years. The goals of the Master Plan include:

- A plan that is grounded in inclusive and accessible community engagement.
- A future strategy for parks, recreation and green spaces that are equitable to the entire community regardless of socioeconomic, cultural, racial, or geographic differences.
- Utilize a wide variety of data sources and best analytical practices to predict trends and patterns of use, community impact, and how to address unmet needs in the City of Sioux Falls.
- Enhance the environmental resiliency of the City by leveraging parks and green spaces as green infrastructure equitably distributed throughout the community.
- Shape the financial sustainability and organizational excellence to achieve the strategic objectives, identify revenue opportunities, and ensure future operational and maintenance needs are addressed.
- Develop a dynamic and realistic action plan.



Comprehensive Parks and Recreation System Master Plan

1.3 ACCOMPLISHMENTS SINCE LAST MASTER PLAN

The Department has made great strides in the past 5 years working towards achieving several of the objectives set forth in the 2020 Comprehensive Master Plan. The current plan approved, in February of 2020, included 4 overarching priorities including:

- **Equitable Access to Parks & Facilities**
 - The addition of the Hayward Park Splash Pad, an area of City that had a gap in aquatics services due to arterial street network and railroad tracks.
 - Acquired land for new parks and trail development.
 - Established policy in cooperation with the planning department to ensure trail corridors are preserved through private developments.
- **Maintaining & Growing Infrastructure:**
 - SFPR targeted aging infrastructure on pool replacements for the City's three oldest facilities. McKennan is under construction and Kuehn, & Frank Olson are currently in design which will be valuable to SFPR for the next 20 years regarding their replacement.
 - Added shade to Terrace Laurel Oak Family Aquatic Centers and looking at additional updates as part of the 5-year CIP.
 - Added new elements to existing parks like the Mini pitch at Terrace Park.
 - Continued to focus on priority facility investments with new neighborhood parks and trails.
- **Year-Round Programming:**
 - Shifted philosophy for school-based Community Centers to regional Recreation Centers and moved toward closing the gap on indoor recreation space needs with the purchase of the Westside Recreation Center. This, coupled with the Frank Olson recreation center, would provide over 150,000 square feet of indoor recreation space. Allowing the City to realize about half of the recommended service level of 300,000 SF for a City of its size.
 - The recently completed Jacobson Plaza also helps move the needle on year-round programming opportunities and is the City's first step towards moving towards refrigerated ice.
- **Financing A Parks System of Excellence:**
 - Established the Sioux Falls Parks & Recreation Foundation who has been instrumental in donations towards the Big Sioux River Trail System and McKennan Park Wading pool upgrades.
 - Continued to focus on public/private partnerships and maximizing private investment in our park system.



1.4 PROJECT PROCESS

The System Plan followed a process of data collection, public input, on-the-ground study, assessment of existing conditions, market research, and open dialogue with local leadership and key stakeholders. The project process followed a planning path, as illustrated below:

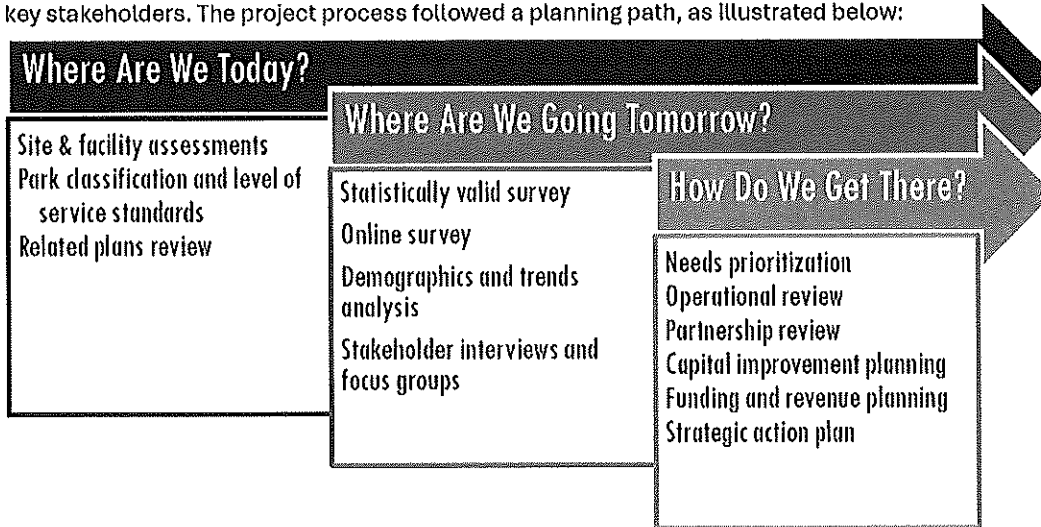


Figure 2 - Process Overview

1.5 SFPR VISION & MISSION

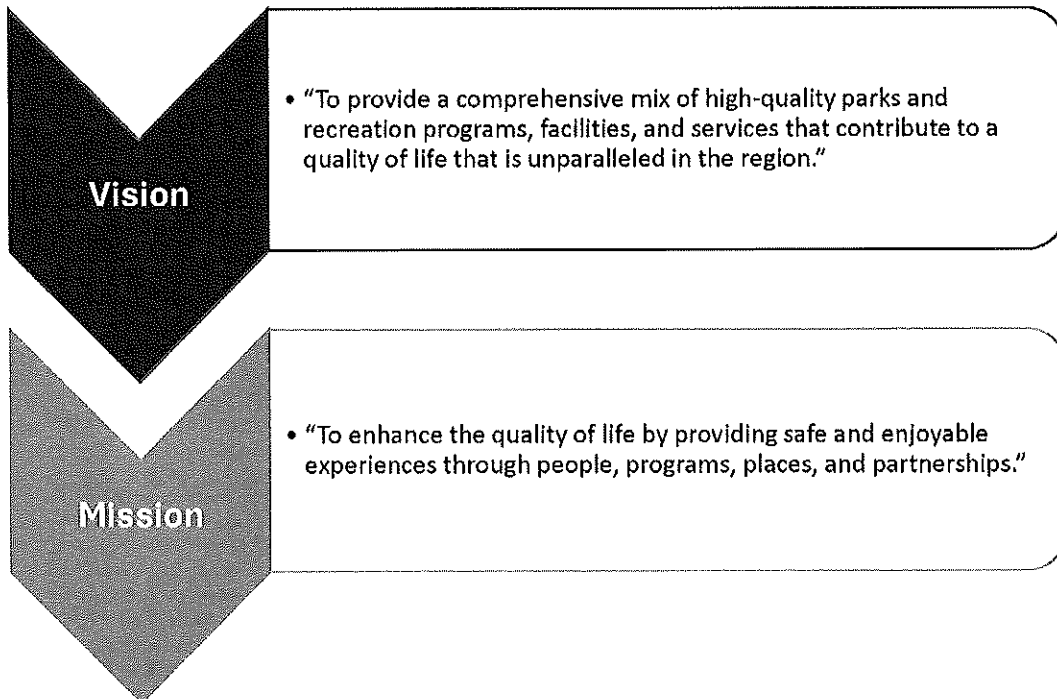
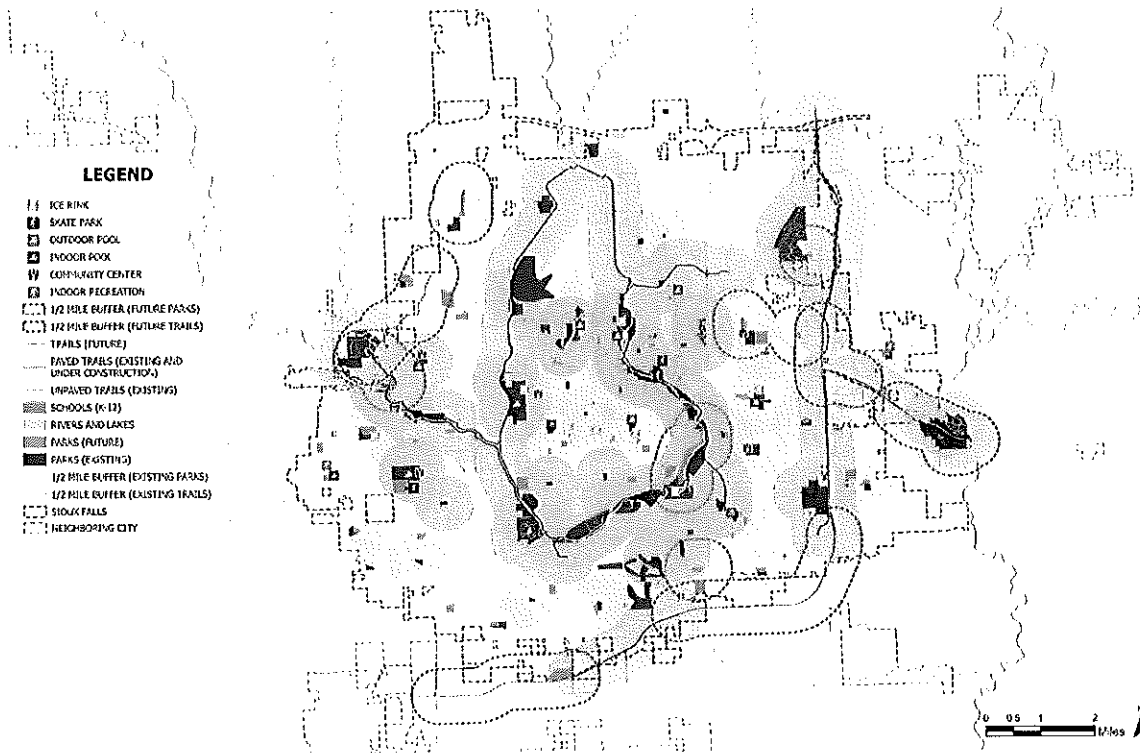


Figure 3 - SFPR Vision & Mission

Comprehensive Parks and Recreation System Master Plan

1.6 CURRENT PARKS AND FACILITIES MAP

The planning area for this Master Plan includes all areas within the boundaries of the City of Sioux Falls. While this plan recognizes that the actual service areas of some SFPR parks, facilities, and programs may extend beyond the defined boundaries of the planning area, the primary purpose of this plan is to first and foremost identify and address the park and recreation needs of Sioux Falls residents. **Map 1** depicts the planning area and location of SFPR parks and greenways, as well as a half-mile service level of service area surrounding parks and trails.



Map 1 - SFPR Park System Managed by SFPR



1.7 COMMUNITY DRIVEN PLAN

The Master Plan is built around key themes that were borne from the Sioux Falls community throughout the 10-month planning process. Multiple methods were used for the Sioux Falls community to provide their vision for the next five years. Below summarizes the methods used.



**SOCIAL PINPOINT
MAP**
(160 RESPONSES)



**COMMUNITY
FOCUS
GROUPS**
(75+)



**STATISTICALLY
VALID SURVEY**
(483
RESPONSES)



**ONLINE AND
YOUTH SURVEY**
(381 RESPONSES
AND 440 YOUTH
RESPONSES)



**STAKEHOLDER
AND STAFF
FOCUS
GROUPS (16+)**

1,500+ Community Participants

1.8 COMMUNITY ENGAGEMENT PRIORITY AREAS



- **Park Maintenance & Cleanliness**
 - SFPR is highly valued by the community for maintaining clean and well-kept parks.
 - Continue to update existing neighborhood parks.



- **Diverse Parks & Amenities**
 - Continue to offer a wide variety of parks and amenities that cater to all age groups and interests, from large destination parks to neighborhood spaces.



- **Year-Round Recreation**
 - There is a call for more indoor recreational spaces, as well as adult fitness and wellness programs.
 - Year-round facilities to support activities during colder months, with also a focus on expanding outdoor winter activities.



- **Sustainable Growth & Existing Infrastructure Improvements**
 - As Sioux Falls grows, there is a need for strategic planning, investment in infrastructure, and securing parkland to meet future demands.
 - Continue to take care of existing parks and trails.



- **Accessibility & Connectivity**
 - Continue to promote walkability and multi-modal transportation.
 - Ensuring access to parks and recreational programs, particularly in underserved communities, is a major priority.

Comprehensive Parks and Recreation System Master Plan

1.9 THEMES OF THE PLAN

1.9.1 ONE SIOUX FALLS

The Master Plan is organized under the guidance of the One Sioux Falls framework that the City administration and employees use to guide their work to provide excellent quality of life in Sioux Falls. Each of the four focus areas falls under the umbrella of innovation and investments in foundational growth for the community.

- **Safety and Health:** Provide a safe community in which the health and well-being of our citizens is above the national average.
- **Accessible Housing:** Foster the availability of housing options at all income levels, throughout the city.
- **Workforce:** Continue to develop a community with a quality of life that will attract and retain the best employee base in the United States.
- **Engaging People:** Engage, collaborate and partner with the community to solve our challenges and seize our opportunities.

1.9.2 SYSTEM MASTER PLAN GUIDING PRINCIPLES

Guiding Principles emerged from the Master Plan that are based on feedback from the community, technical assessments, and review of best practices, which in turn fall under the umbrella of One Sioux Falls. The five overarching guiding principles include:

- Long Term Sustainability
- Exceptional Customer Experiences
- Year-Round Programming
- Equitable Access to Parks & Facilities
- Maintaining & Growing Infrastructure

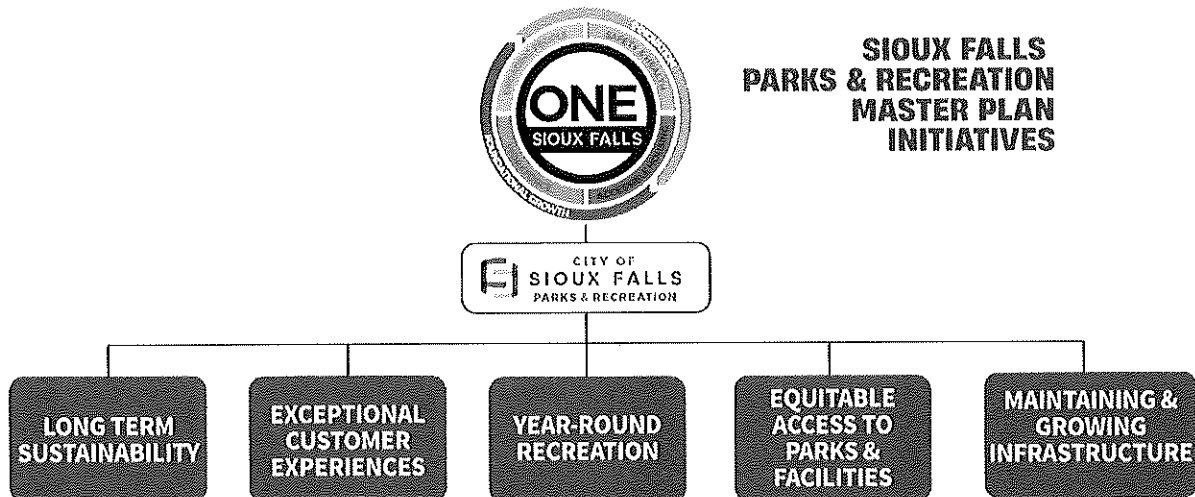


Figure 4 - Master Plan Guiding Principles



1.10 RECOMMENDATIONS

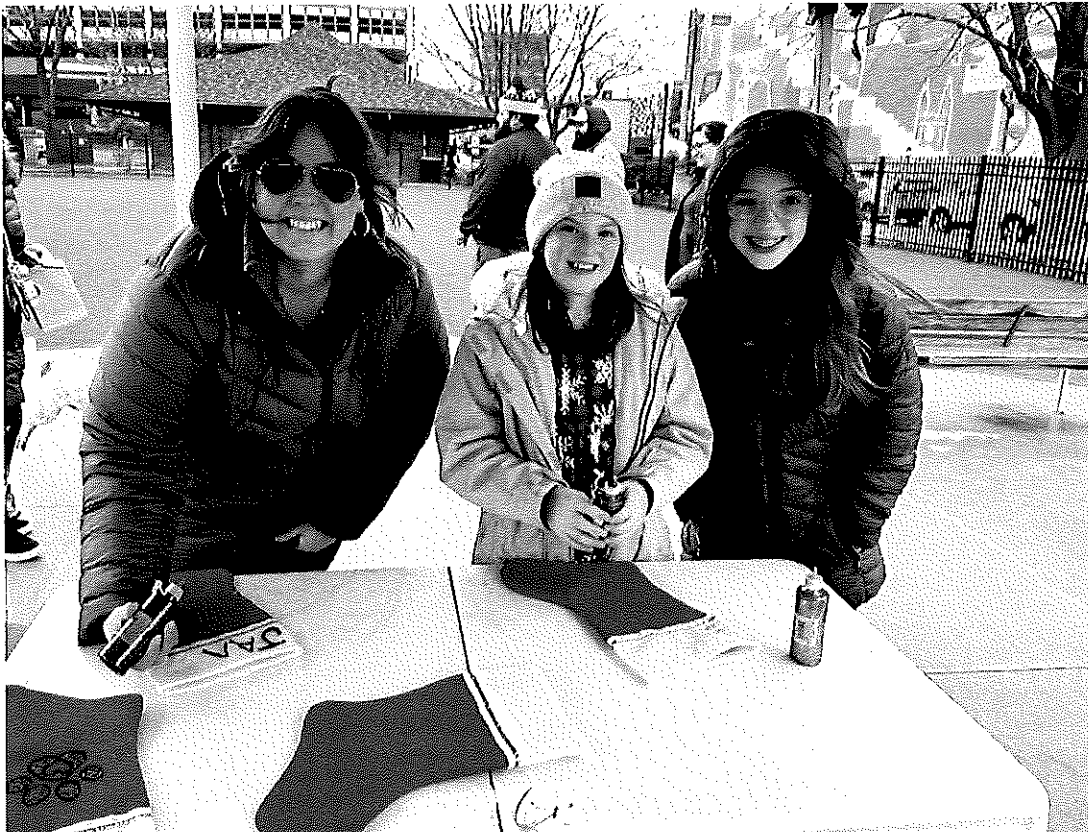
Grounded in community feedback, stakeholder input, technical analysis, and the Master Plan's priority rankings, the following key recommendations are designed to strengthen the park and recreation system and position SFPR to meet current and future needs of the community. While SFPR should pursue all recommendations in this Master Plan, the near-term priorities will require sustained commitment from the community, elected officials, Park Board members, and SFPR staff. Successful implementation will keep SFPR responsive to community needs and among the best-managed park systems in the nation. The following present recommendations are organized by strategic priorities. Chapter 7 – Strategic Action Plan also presents these recommendations, as well as additional strategies and action steps for consideration.

1.10.1 LONG TERM SUSTAINABILITY

- Continue to implement proactive asset and resource management.
 - Ensure proactive care for aging and expanding assets.
 - Use structured maintenance schedules and lifecycle planning.
 - Continue enhancing VUEWorks with accurate, consistent data entry.
 - Leverage historical data for forecasting resource needs when planning and developing new assets.
 - Integrate maintenance staff into key facilities.
 - Embed maintenance staff in future key facilities such as the Westside Recreation Center.
 - Ensure cleanliness, safety, and responsiveness.
 - Develop advanced seasonal operations planning.
 - Use advanced planning and resource deployment strategies.
 - Improve readiness for winter and event-based demands.
- Maintain alignment with CAPRA standards and consider application for NRPA Gold Medal.
 - Keep plans and procedures current to CAPRA standards.
 - Ensure consistent application of best practices across operations.
 - Consider application for the NRPA Gold Medal Award.
- Continue best practice for capital planning (reinvest 3-4% of asset valuation annually, balance reinvestment vs. new projects).
 - Reinvest 3% to 4% of total park system asset valuation in capital investment projects annually.
 - Ensure capital funding is balanced between Capital Reinvestment (60%), New/Upgraded Investments (20%), and Visionary Projects (20%).

Comprehensive Parks and Recreation System Master Plan

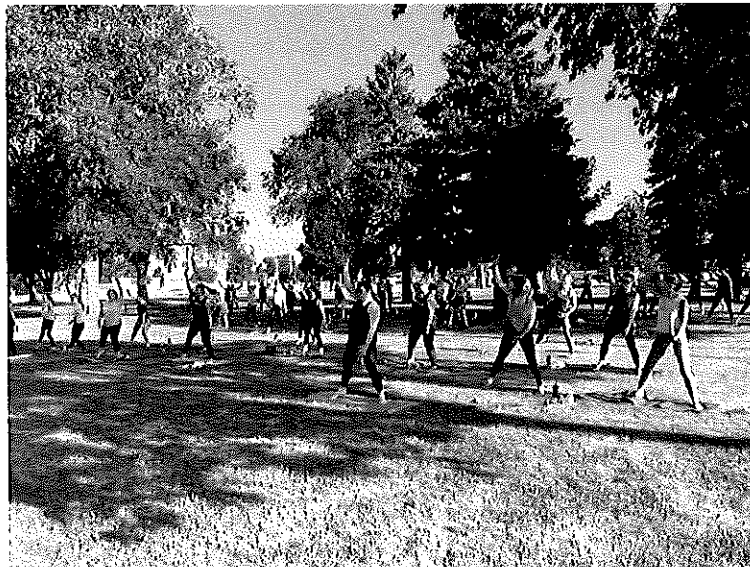
- Establish clear cost recovery and financial stewardship standards.
 - Implement clear cost recovery goals aligned with community benefit.
 - Allocate resources effectively and sustain operations amid rising costs.
 - Evaluate and adjust pricing for facilities (e.g., wedding venues, Arrowhead House).
 - Align programs to better meet cost recovery goals.
- Modernize the pricing policy and receive City Council approval.
 - Discuss existing fee approval process and investigate opportunities for implementation of a modern pricing policy.
 - Utilize the pricing of Basic and Supplemental used at the Westside Recreation Center programs and price programs accordingly across the system.
- Improve cost efficiency and resource allocation.
 - Use cost-per-user data and service analysis.
 - Prioritize high-impact areas and improve operational sustainability.





1.10.2 EXCEPTIONAL CUSTOMER EXPERIENCES

- Continue to strengthen sponsorships and partnerships.
 - Develop a formal sponsorship including multi-year (tiered) structure quantifying the value of sponsoring parks and recreation activities and spaces.
 - Create a standardized partnership framework to streamline negotiations.
- Enhance partnerships that support programs and facilities.
 - Formalize standards for community partnerships.
 - Promote shared investment in outcomes and facility stewardship.
- Standardize all partnership agreements.
 - Ensure agreements include KPIs, financial terms, and legal clauses.
 - Regularly evaluate performance.
 - Validate community impact of all agreements.
 - Foster stronger communication between partners.
 - Set timelines for agreement evaluation and renewal.
 - Establish regular meetings to review metrics, financials, and legal requirements.
- Continue to implement community-driven planning practices.
 - Use resident feedback from surveys, focus groups, and community meetings.
 - Ensure programs reflect evolving interests and priorities.
- Strengthen staffing and workforce development.
 - Refine full-time/part-time staffing models to improve retention.
 - Expand training in customer service and safety.



Comprehensive Parks and Recreation System Master Plan

1.10.3 YEAR-ROUND RECREATION

- Strengthen health and wellness programming for all ages.
 - Continue to prioritize health and wellness as a cross-generational core program area.
 - Provide tailored opportunities for youth, adults, and seniors.
- Continue to invest in year-round recreation programs, recreation facilities and amenities.
 - Continue to invest in indoor recreational spaces, as well as adult fitness and wellness programs.
 - Continue to have a focus on expanding outdoor winter activities.
 - Enhance Great Bear trails and amenities.





1.10.4 EQUITABLE ACCESS TO PARKS

- Expand equity in access through tiered pricing models and affordability.
 - Apply tiered pricing strategies.
 - Pursue scholarships to ensure affordability for all income levels while maintaining financial sustainability.
- Prioritize addressing the service gaps and eliminating geographic inequities in the availability of indoor recreation spaces.
 - Complete construction of Frank Olson Recreation Center to help reduce the level of service shortage and improve service area on the east side of the City.
 - Conduct a feasibility study on future multi-generational recreation center for underserved areas of the community.
- Strategically acquire land for additional parks and natural areas to keep pace with population growth.
 - As Sioux Falls grows, there is a need for strategic planning, investment in infrastructure, and securing parkland in population growth areas to meet future demands.
 - Determine where neighborhood parks may be lacking based on access and density maps used as part of the System Plan process and prioritize areas for new park development.
 - Begin to plan for a new community park.
 - Begin to plan for a new regional park.
 - Increase staff for operation and maintenance of newly acquired land.
 - Continue to offer a wide variety of parks and amenities that cater to all age groups and interests, from large destination parks to neighborhood spaces.
- Continue the initiative of a half mile strategy connecting residents to parks and trails.
 - Develop new neighborhood parks in areas of the City not currently served by a park, of any classification, within one half of a mile. Use equity mapping to identify best locations.
 - Work with developers to establish agreements for parks and trail development and connectivity alongside their development project.
- Continue investing in redevelopment of existing parks.
 - Continue to regularly evaluate existing parks and make investments to provide equity in facilities and services to all residents throughout the community.

Comprehensive Parks and Recreation System Master Plan

1.10.5 MAINTAINING GROWING INFRASTRUCTURE

- Upgrade existing maintenance shop campus.
 - Make upgrades at the existing park shop campus through renovation and expansion.
 - Expands capacity to accommodate staffing and equipment needs.
- Expand the Recreation Trail, river access, and the Big Sioux River Greenway.
 - Coordinate with transportation projects to promote walkability and multi-modal transportation.
 - Seek opportunities and partnerships to implement additional phases of the Downtown River Greenway.
 - Develop criteria where the highest area of population receives priority for connections to spine trails.
 - Work towards establishing trail connections to parks through bike trails, side paths, bike boulevards, bike routes, and bike lanes, where appropriate.
 - Prioritize greenway properties for acquisition citywide.
- Develop new earned income opportunities.
 - Look to implement one to two new earned income opportunities such as recreation service fees, leasing space, value added packages, naming rights, advertising, gift cards.
- Work with the Sioux Falls Parks Foundation to expand its role and to help raise funds.
 - Identify and prioritize Visionary Projects in the Capital Improvement Plan best suited for public-private partnerships.
 - Prepare materials to communicate the projects and needs to potential donors and community groups.
 - Train and regularly communicate with Sioux Falls Area Community Foundation staff and Sioux Falls Parks Foundation Advisory Board Members to foster an understanding of park needs and priorities.
 - Seek feedback from community philanthropists and tailor the project 'asks' to maximize success.
- Expand advertising sales to diversify revenue streams.
 - Broaden advertising beyond traditional opportunities (e.g., scoreboards) to include facility signage, digital displays, and branded community events.
 - Introduce advertising placements in high-visibility spaces within recreation centers, athletic complexes, and trail systems.
 - Establish clear guidelines for tasteful and appropriate advertising to maintain community trust.
 - Create flexible advertising packages that allow small businesses, nonprofits, and regional partners to participate at varying levels.



1.11 CONCLUSION

SFPR is widely recognized as a best-practice agency for delivering consistent maintenance excellence and equitable levels of service for residents and visitors. This Master Plan positions SFPR to continue offering innovative, well-balanced facilities and programs as the City grows over the next five years.

Public engagement consistently praised the quality of maintenance and the accessibility of diverse park experiences, from Falls Park to the Recreation Trail. Signature destinations, including the Great Plains Zoo & Delbridge Museum of Natural History, Great Bear Recreation Park, Mary Jo Wegner Arboretum & East Sioux Falls Historic Site, the Levitt Performance Venue, Jacobson Plaza, and the Westside Recreation Center, are major community assets, and SFPR's program portfolio reaches all ages and interests.

The Sioux Falls community uses SFPR parks and recreation facilities, as evident in the table below, 95% of the community is using these assets based on the statistically valid needs assessment survey results with comparison to national benchmarks.

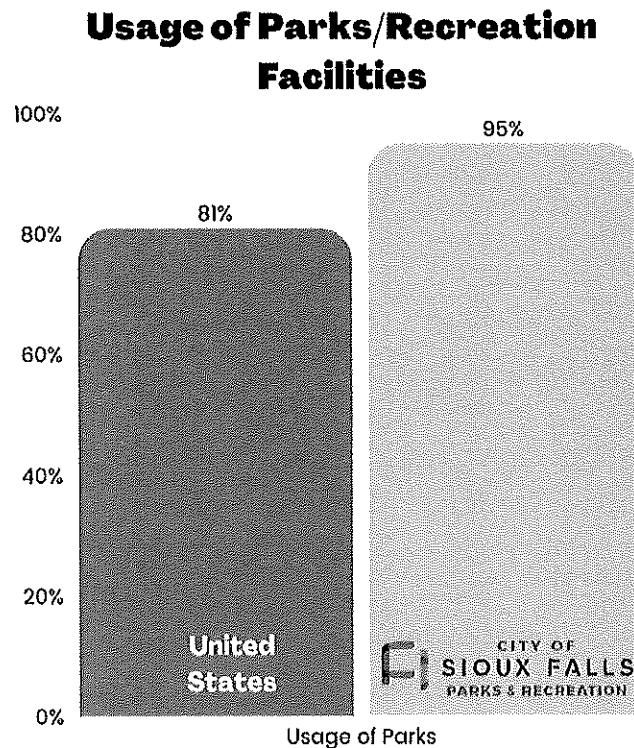
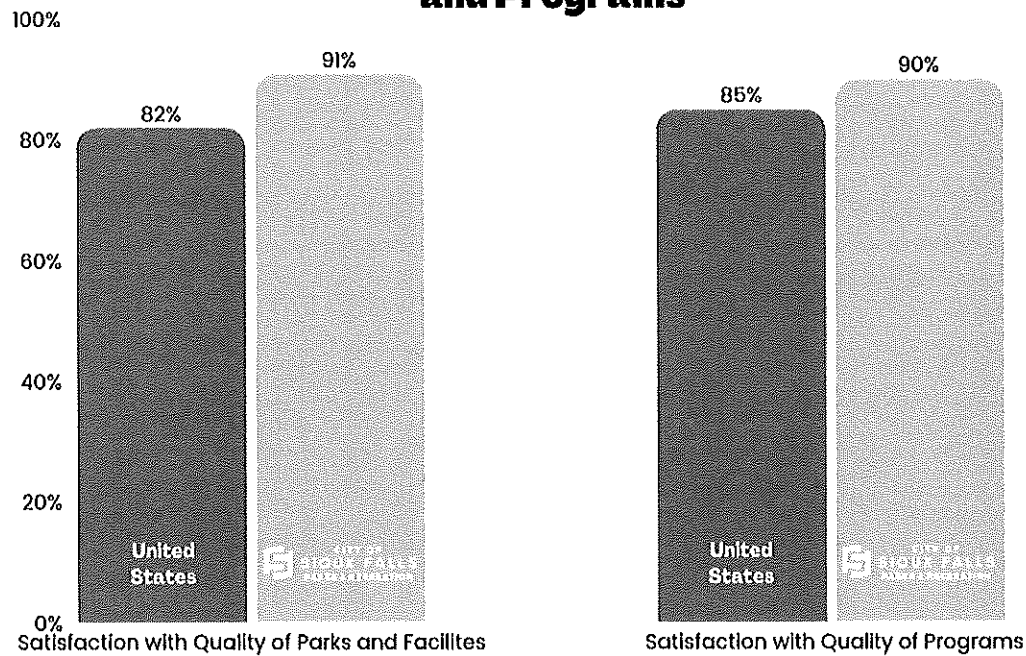


Figure 5 - Usage of Parks/Recreation Facilities

Comprehensive Parks and Recreation System Master Plan

The Sioux Falls community takes pride in SFPR, as evident in the table below, based on the statistically valid needs assessment survey results with comparison to national benchmarks.

Satisfaction with Parks/Facilities and Programs



To sustain this high standard, SFPR must stay ahead of infrastructure and asset needs, invest in improvements to existing amenities and trails, and maintain equity across the system as the City expands. SFPR should also add amenities that meet evolving needs, such as year-round indoor space and winter recreation, acquire new land for future parks and trails, and secure additional funding sources to support a “park system of excellence.”

With these actions, SFPR is well-positioned to build on its legacy over the next five years, providing a comprehensive mix of high-quality parks, facilities, programs, and services that elevate quality of life across Sioux Falls.



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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SCHEMATIC DESIGN AND PRELIMINARY ARCHITECTURAL PLANS FOR THE NEW RECREATIONAL FACILITY AT FRANK OLSON PARK.

WHEREAS, on January 14, 2025, Ordinance 01-25 was adopted, which authorized 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 recreational facility at Frank Olson Park ("Frank Olson Park Project" or "Project");

WHEREAS, Section 2(e) of Ordinance 01-25 requires that the portion of the New Series of Bonds intended to fund the hard construction costs for the Frank Olson Park Project shall not be issued until the Sioux Falls City Council approved the Project's schematic design and preliminary architectural plans;

WHEREAS, a Design Advisory Team was formed comprising of City staff, Sioux Falls Parks and Recreation Board members, and City Council members to assist in the schematic design process of the Project;

WHEREAS, since the passage of Ordinance 01-25, updates regarding the Project's schematic design and preliminary architectural plans have been provided at informational meetings occurring on June 3, 2025, and October 21, 2025;

WHEREAS, eighty-five percent (85%) of the Project's schematic design and architectural plans are now complete;

WHEREAS, on October 28, 2025, the Sioux Falls Parks and Recreation Board recommended for approval the Project's schematic design and preliminary architectural plans;

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

That the current schematic design and architectural plans for the Project attached to and made part of this resolution are hereby approved.

That the approval requirements of Section 2(e) of Ordinance 01-25 are considered met.

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: _____.

Paul TenHaken, Mayor

ATTEST:

Jermery J. Washington, City Clerk

Frank Olson Recreation Center

Schematic Design Information



Project Information | Design Details | Exhibits

October, 2025

Project Information:

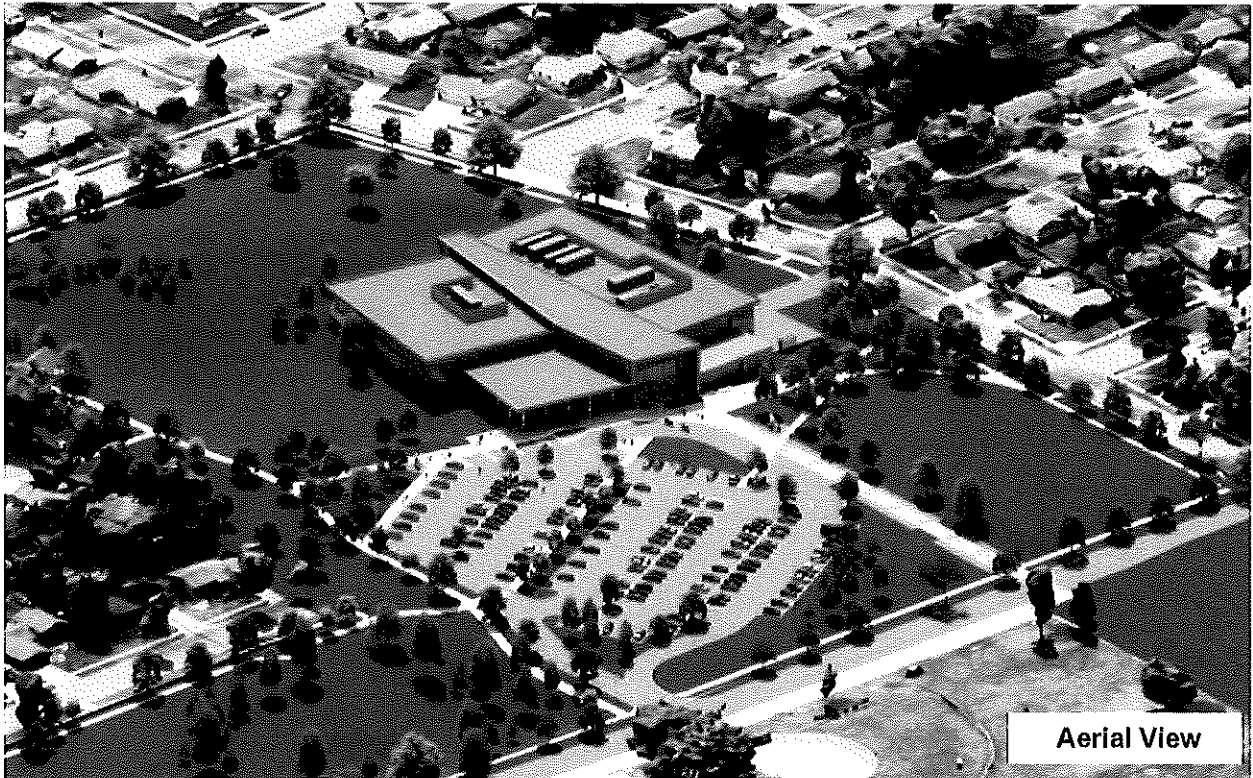
- Schematic design of the Frank Olson Recreation Center is in alignment with the previously approved park master plan. Nestled into the slope of the landscape, design of the proposed facility reduces its apparent height and better integrates into the scale of the surrounding residential neighborhood.
- The proposed building uses a center spine that serves as both a public lobby and a connective conduit within the facility, linking the core program spaces. The covered entrance wraps around the public program and meeting room spaces, creating a seamless transition between these indoor spaces and the outdoors. The transparent, glass-fronted entrance invites the public inward, revealing a vertical play structure that anchors the central core and becomes a celebrated focal point.
- The exterior palette pays homage to the history and natural beauty of Sioux Falls.
- The facility is both multi-experiential and multi-generational in nature, serving all ages and abilities and is intended to act as a social hub for the community. At its heart, the design fosters human connection through unifying spaces and program equally.

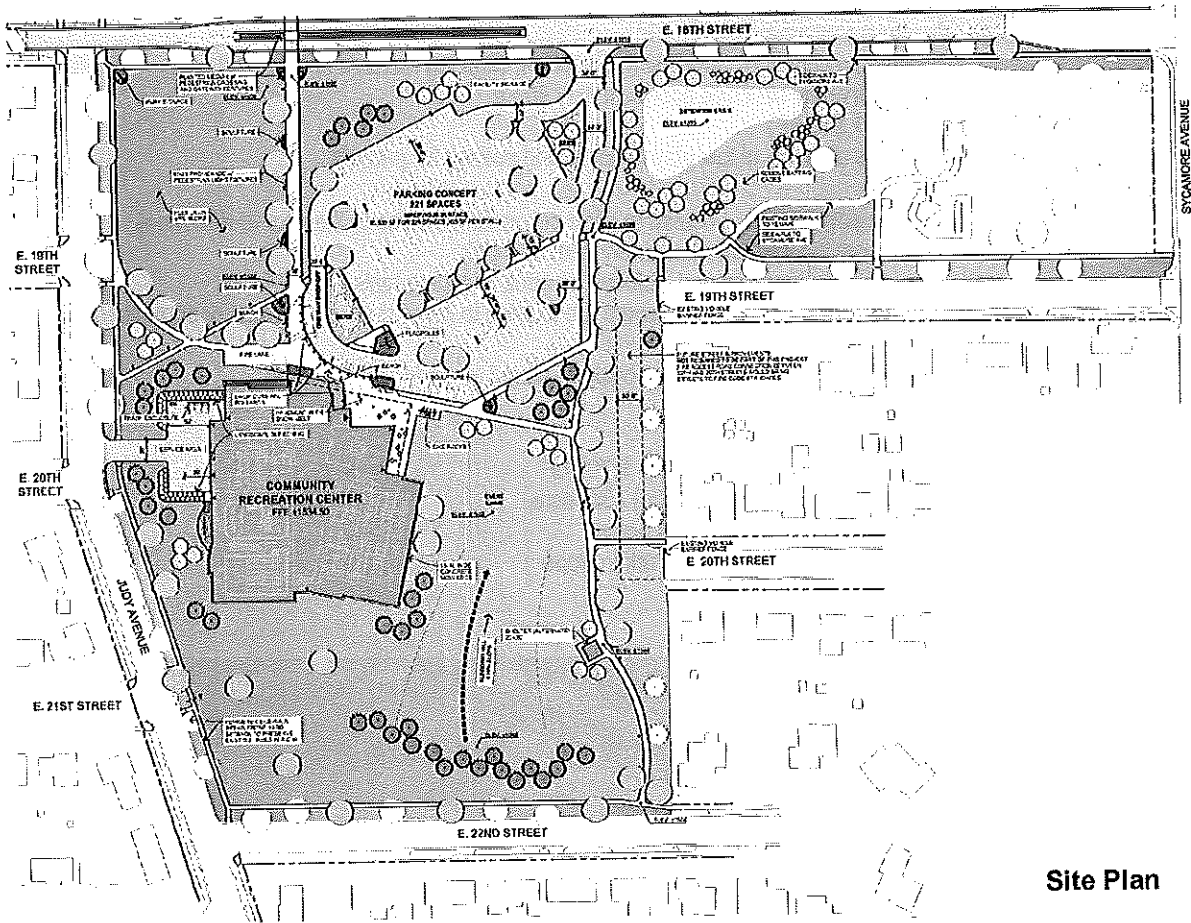
Design Details:

- Building: Approx: 75,000 Square Feet
- Key Programmatic Elements
 - Gymnasium (13,800 SF)
 - (2) High-School sized basketball courts
 - Striped with (4) non-regulation sized basketball courts, (3) volleyball courts and (6) pickleball courts.
 - Subdividable with drop down gym curtains to maximize flexibility.
- Walking / Running Track - (10.5 Laps/mile)
 - Dynamic with both a running lane and wider walking lane sized to accommodate people walking side by side.
- Aquatics:
 - Activity/Leisure Pool (3,160 SF)
 - With zero-edge entry
 - Water play features
 - Play structure
 - Run-out type water slide
 - Lap Pool (3,725 SF)
 - 25-yards long with six 7.5' wide swim lanes
 - Deep end allowing for two 1-meter diving boards
- Health & Wellness
 - Fitness Floor (4,100 SF)
 - TBD - Variety of cardio and strength fitness equipment geared toward introductory level fitness with guided movements to ensure safety while building confidence and balance.
 - Group Exercise Room (2,150 SF): Sized for approximately 30-35 people depending on activity
- Multi-purpose Programming
 - Two "Dry" Program Rooms (620 SF each) - Flexible in nature and intended for classes and small group events.
 - Multi-Use Room: Subdividable and is intended for larger gatherings and events.
 - (2) "Wet" Program Rooms (450 SF each) - Directly accessible from the Activity/Leisure pool for pool party rentals.

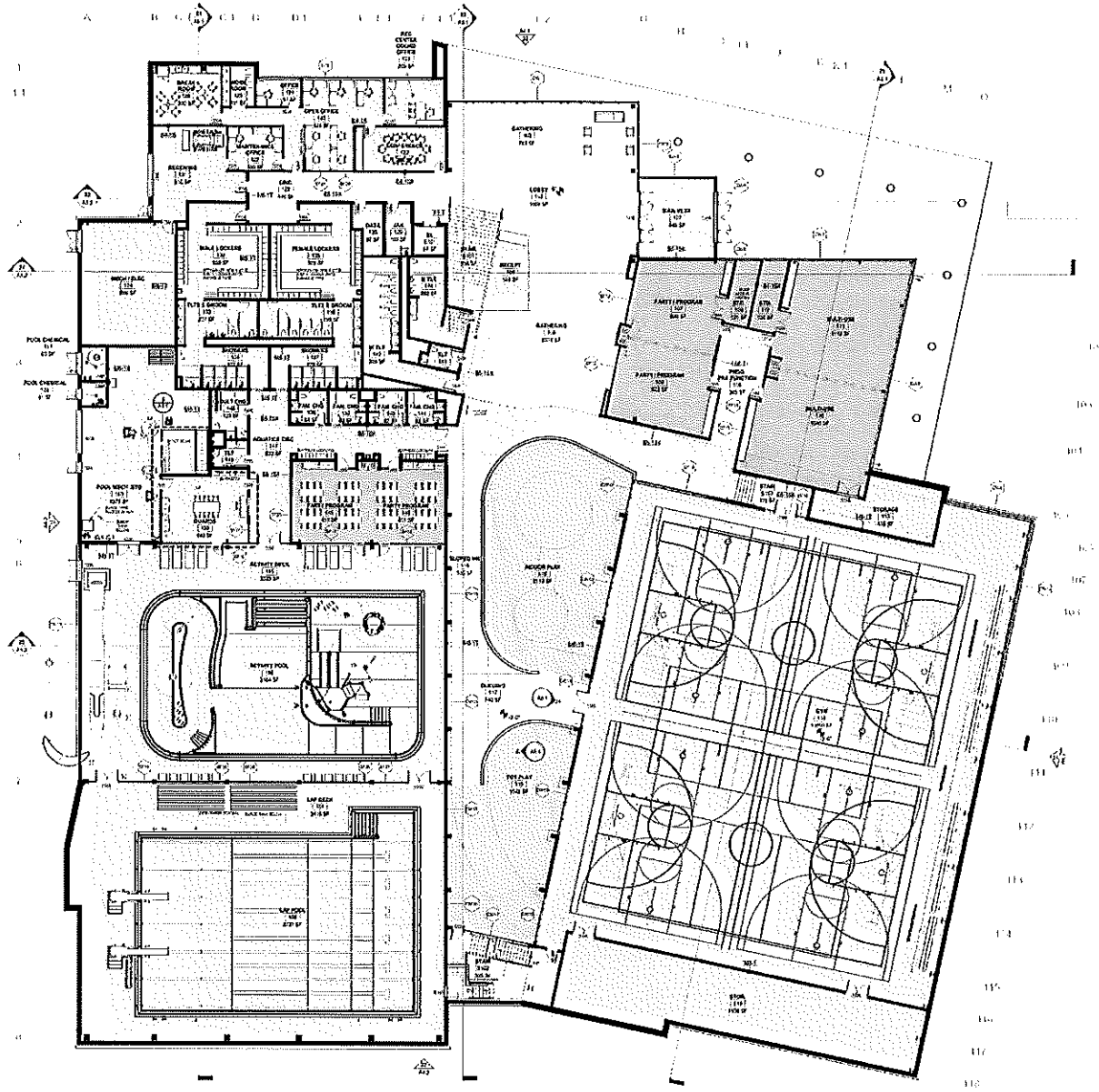
- Indoor Play
 - Large adventure playground (2,100 SF)
 - Features a variety of challenging obstacles, climbing features and slide(s)
 - Multi-story play structure approximately 40+ ft
 - Tots Play Area (1,540 SF)
 - Features a variety of low play features and seating for parents.
- Support Spaces
 - (5) Family Changing Rooms - Located to allow convenient access to the pool environment
 - Each room incorporates a shower, toilet and sink
 - One room is oversized and includes an adult changing table
 - Locker Rooms/Toilet & Grooming/Shower are located to support all recreational opportunities within the facility.
 - (5) showers for each sex are provided - based on code requirements
- Site Improvements:
 - New Parking Lot - 220 parking stalls
 - Exterior Walking Paths and Sidewalks - 5,700 LF
 - Events Lawn (adjacent to outdoor patio) - 3/4 acre
 - Flex Lawn (in front of building) - 1-3/4 acres
 - Sledding Hill: Similar to Spellerberg Park in slope

Exhibits:

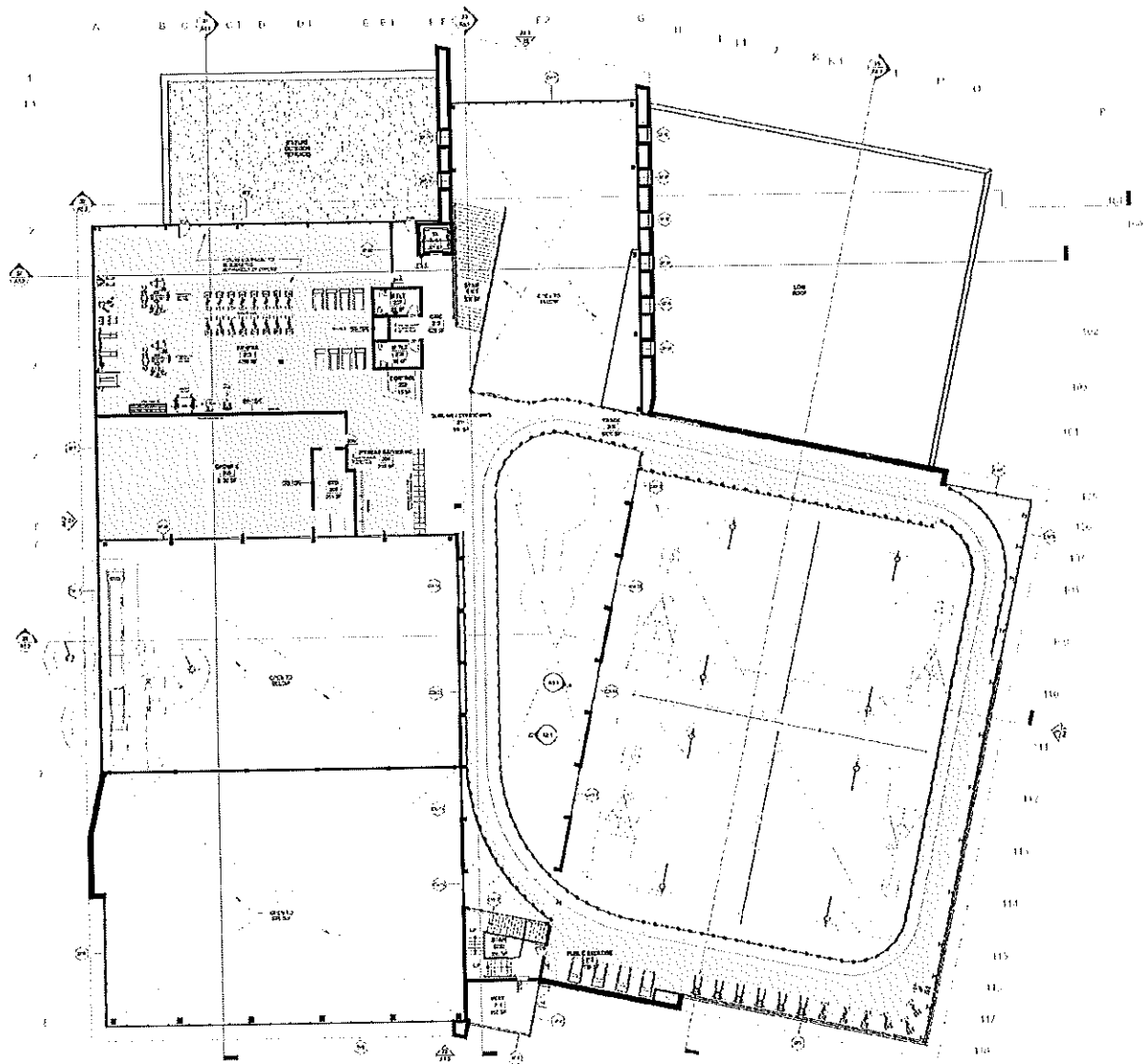




Site Plan



Building - 1st floor



Building – 2nd floor

Policies & Guidelines

Updates for 2026

October 2025 Park Board Meeting



Proposed key changes to the Parks & Recreation Policies & Guidelines are outlined below.

Updated Table of Contents

Compiled general policies & guidelines with facility specific documents to streamline reviews

Attachments Added

- Westside Recreation Center
- Midco Aquatic Center
- Aquatics

Updated Wedding Procedures

- Change the Summer Season & Shoulder Season – to extend the season for more accessibility.
 - *April 1 through October 31*
 - *November 1 through March 31*

Sertoma Park Shelter

- Sound Permit – due to the nature of the venue have two half sections rentable, if a renting party would like to have a sound permit, they would be required to rent both sections for their event. If it is not available, they would need to find an alternative location.
 - Currently, all special event applications are required to reserve both spaces.
- Prohibit Inflatables – due the volume of people at the park, it is hard to regulate usage by the renting party, who holds the liability insurance.

Additional Items:

- Language and grammatical changes made throughout.
- Corrected Park Board approval dates for prior year

2025
MIDCO AQUATIC CENTER OPERATING DASHBOARD
(Unaudited)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	YTD Total
Statistics									
<u>Attendance</u>									
Daily Attendance	4,984	5,424	7,225	5,010	5,946	6,585	4,892	3,903	43,969
Swim Pass Attendance	5,264	4,481	5,707	5,479	9,124	13,489	12,038	9,180	64,762
Swim Lesson Attendance	-	1,353	2,967	3,600	1,092	1,792	2,150	-	12,954
Swim Team Attendance	2,443	1,652	630	1,839	1,503	538	278	125	9,008
Swim Meet Attendance	3,676	1,541	618	974	531	135	146	13	7,634
Other Attendance	1,660	1,583	1,169	1,201	1,005	692	451	653	8,414
Total Attendance	18,027	16,034	18,316	18,103	19,201	23,231	19,955	13,874	146,741
Average Daily Attendance	601	573	591	624	619	774	665	448	4,891
<u>Passes</u>									
Fall, Winter, Spring Passes Sold	1	-	-	-	-	-	-	1	2
Annual Passes Sold	163	103	154	210	290	358	161	103	1,542
Total Passes Sold	164	103	154	210	290	358	161	104	1,544
<u>Other</u>									
Lesson Registrations	15	451	-	3	228	15	250	25	987
Class/Event Registrations	104	16	-	-	22	35	17	28	222
Meeting Room Reservations	21	31	40	27	21	20	9	19	188
Meeting Room Hours Reserved	38	55	67	48	43	38	17	36	341
Swim Lane Hours Reserved	1,438	780	571	966	748	234	106	46	4,887
Revenue									
Daily Admission	\$ 20,115	\$ 22,483	\$ 29,586	\$ 20,235	\$ 27,584	\$ 30,732	\$ 22,967	\$ 18,421	\$ 192,123
Passes	29,282	16,860	23,950	31,797	72,323	76,713	26,487	15,795	293,206
Programming Registrations	6,745	31,048	26,054	7,606	19,009	11,426	12,190	2,020	116,098
Meeting Room Reservations	1,875	2,863	3,513	2,388	2,125	1,900	850	1,850	17,363
Swim Lane Reservations	5,396	4,302	3,202	4,854	3,055	1,703	1,292	113	23,915
Other	17,523	26	86	33	86	220,092	59	53	237,958
Total Revenue	\$ 80,936	\$ 77,582	\$ 86,390	\$ 66,912	\$ 124,181	\$ 342,567	\$ 63,845	\$ 38,251	\$ 880,663
Expenses									
Personnel*	\$ 87,185	\$ 131,946	\$ 138,162	\$ 126,274	\$ 185,908	\$ 155,594	\$ 146,703	\$ 146,587	\$ 1,118,360
Building R&M	1,131	29,526	8,285	11,103	61,642	32,581	29,722	17,841	191,831
Supplies & Materials	3,145	5,409	28,511	14,372	17,977	12,689	14,933	13,065	110,102
Utilities	24,215	31,467	36,534	36,492	35,840	27,534	45,522	45,342	282,945
Other	1,853	4,137	12,680	2,703	3,684	5,652	8,323	7,195	46,227
Total Expenses	\$ 117,529	\$ 202,484	\$ 224,173	\$ 190,944	\$ 305,052	\$ 234,050	\$ 245,203	\$ 230,030	\$ 1,749,466
*May and Oct have 3 pay periods	2	2	2	2	2	3	2	2	
Summary									
Total Revenue	\$ 80,936	\$ 77,582	\$ 86,390	\$ 66,912	\$ 124,181	\$ 342,567	\$ 63,845	\$ 38,251	\$ 880,663
Total Expenses	117,529	202,484	224,173	190,944	305,052	234,050	245,203	230,030	1,749,466
Operating Surplus/(Loss)	\$ (36,593)	\$ (124,902)	\$ (137,783)	\$ (124,032)	\$ (180,871)	\$ 108,516	\$ (181,358)	\$ (191,779)	\$ (868,802)

**City of Sioux Falls Golf Courses
Income Statement
August 31, 2025**

Current Month					
Prairie Green	Elmwood	Kuehn Park	Consolidated	Budget	Prior Year
7,474	13,123	5,858	26,455	20,076	22,189
95,371	163,360	63,302	322,033	260,821	296,443
27,795	51,734	7,757	87,286	71,550	77,877
23,998	18,210	14,582	56,790	48,478	47,209
104,448	123,545	38,006	265,999	214,391	224,892
78,040	106,937	16,364	201,341	179,574	175,925
60,958	57,302	27,591	145,851	128,778	132,411
390,620	521,088	167,603	1,079,311	903,592	954,757
12,563	31,364	4,888	48,815	41,725	45,441
22,414	34,827	5,305	62,546	56,025	66,172
34,977	66,191	10,193	111,361	97,750	111,613
355,643	454,896	157,411	967,950	805,842	843,144
23,840	26,975	18,832	69,647	57,851	64,372
-	412	-	412	350	335
28,669	32,622	5,448	66,738	55,943	57,808
76,330	86,722	13,712	176,763	219,398	202,057
20,235	35,266	152	55,652	47,503	49,346
44,189	40,610	11,662	96,460	98,925	100,408
-	4,830	-	4,830	4,577	-
193,262	227,436	49,805	470,502	494,547	474,326
162,381	227,461	107,606	497,448	311,295	368,818
-	-	-	-	-	-
5,192	6,496	-	6,496	5,000	6,936
(5,211)	(3,286)	(1,249)	(9,745)	(11,600)	(11,543)
-	-	-	-	-	-
-	-	-	-	-	-
162,363	230,671	106,357	499,391	304,695	369,649

Rounds Played

Revenues

Greens Fees
Pro Shop
Driving Range
Carts
Food & Beverage
Annual Passes

Total Revenues

Cost of Goods Sold

Merchandise
Food & Beverage

Gross Profit

Operating Expenses

Pro Shop
Driving Range
Carts
Course Maintenance
Food & Beverage
General & Administration
Membership

Total Operating Expenses

EBITDA

City Purchased Assets
Hotel Lease Income
Interest Income
Depreciation
Interest Expense
Gain/Loss on Sale of Asset
Other Income/Expense

Net Income

Year To Date					
Prairie Green	Elmwood	Kuehn Park	Consolidated	Budget	Prior Year
29,158	51,766	25,398	106,322	88,204	100,438
364,493	681,714	260,665	1,306,872	1,143,390	1,225,712
154,496	236,201	34,497	425,193	410,890	389,788
110,018	83,990	72,244	266,252	222,590	226,860
371,146	520,724	162,694	1,054,564	969,520	975,749
323,065	444,029	57,966	825,060	790,454	773,181
295,801	279,707	137,002	712,511	643,889	648,289
1,619,018	2,246,366	725,068	4,590,452	4,180,733	4,239,579
61,301	134,260	19,642	215,202	199,920	187,270
97,823	135,473	21,888	255,183	246,179	240,783
159,123	269,732	41,529	470,385	446,099	428,053
1,459,895	1,976,634	683,538	4,120,067	3,734,634	3,811,526
153,979	174,774	103,645	432,398	415,620	369,403
5,793	12,571	3,547	21,911	19,680	17,217
131,607	147,562	23,335	302,504	246,129	254,164
455,873	528,122	101,416	1,085,411	1,163,983	1,136,984
104,684	128,816	3,411	236,912	241,435	255,102
347,516	338,695	113,209	799,419	757,001	770,052
-	31,045	17	31,062	30,324	-
1,199,452	1,361,585	348,580	2,909,617	2,874,172	2,802,922
260,443	615,049	334,959	1,210,451	860,462	1,008,604
-	-	-	-	-	-
-	45,991	-	45,991	40,000	47,924
41,552	-	-	41,552	-	35,532
(44,288)	(26,894)	(10,183)	(81,365)	(92,800)	(95,922)
-	-	-	-	-	(332)
-	-	-	-	-	(1,803)
-	-	-	-	-	-
257,707	634,146	324,776	1,216,629	807,662	994,003