

SIOUX FALLS PARKS AND RECREATION BOARD MEETING

Wednesday, January 29, 2025

12p.m. Regular Board Meeting

City Center- 231 N Dakota Ave. Room 110

ORDER OF BUSINESS

1. Roll call and determination of quorum
2. Approval of minutes from December 18,2024, meeting
3. Approval of minutes from January 8, 2025, meeting
4. Public Comment
5. Unfinished business
6. New Business
 - a. A Resolution Authorizing The Mayor To Enter Into A Conditional Gifting And Commemoration Agreement For A Future Cash Gift For The Replacement Of The Wading Pool Located At McKennan Park –Mike Patten
 - b. McKennan Park-Commemorative Designation Application –Mike Patten
 - c. A Resolution Declaring The Brockhouse Animal Collection Surplus and Authorizing The Gifting To University Of Notre Dame, Institute For Natural History Arts, Inc. And The Oddities Museum, Inc. -Don Kearney & Becky Dewitz
7. Report of Director of Parks and Recreation
 - a. Aquatics Report –November
 - b. Golf Course Report –November
8. Items added after the agenda deadline
 - a. The Parks and Recreation Board may include other such business as may come before this body.
9. Reading of communications to the Board
10. Open board discussion
11. Adjournment

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.

December 18, 2024

A REGULAR MEETING OF THE SIOUX FALLS PARKS AND RECREATION BOARD was held on Wednesday, December 18, 2024, at 4 p.m. at Falls Overlook Café

Roll Call and Determination of Quorum

Members present: Jim Stavenger, Teresa Cauwels, Mike Begeman, Mick Conlin & Pam Hanneman

Members absent: Brooke Wegener & Justin Smith.

Parks and Recreation staff present: Brett Kollars, Assistant Director; Josh Johnson, Parks Operations Manager; Mackenzie Songstad, City Services Technician

Others Present: Catherine Schlimgen, City Attorney's Office; Karen Leonard, City Attorney's Office; Matt Walz, Sioux Falls Resident; Cathy Brechtelsbauer, Sioux Falls Resident

Approval of Minutes (October 30, 2024)

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

Public Input

Cathy Brechtelsbauer spoke about concerns regarding fees.

Matt Walz spoke about concerns regarding pool fees.

Unfinished Business

None.

New Business

2025 Policies and Guidelines: The 2025 Policies and Guidelines was presented for approval. After discussion, a motion was made by Mick Conlin to amend the Section entitled "Use of Signs Advertising Special Events in Parks per Section 160.574 of the Code of Ordinances" on page 46, subparagraph 4 by adding the phrase, "for shelter reservations" after "event" but before "and must be removed immediately following the event." The amendment was unanimously approved. A motion to approve the 2025 Policies and Guidelines, as amended was made by Cauwels and seconded by Conlin. Motion passed unanimously with all present Board members voting yes.

Election of Park and Recreation Board Officers:

A motion to approve the Election of Park and Recreation Board Officers was made by Stavenger 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 Josh Johnson and his team for the wonderful work they have done with Winter Wonderland at Falls Park. Kearney noted that there was a Delbridge working group meeting today and the working group recommend surplusing 117 of those items to the University of Notre Dame with the balance going to other interested institutions. Mick Conlin added that the collection would be a great addition to Notre Dame as they are expanding their current museum. Kearney mentioned that ice rinks are not yet open but hopeful they will be opened by the beginning of the new year. Kearney noted the Levitt has achieved their funding

December 18, 2024

raising goal for the expansion for the Levitt Shell. Construction is estimated to start in the fall of 2025. Kearney mentioned that Jacobson Plaza is getting ready to build out the warming house and event space. Kearney stated that City Council has approved the recreation plan for both Frank Olson and the Westside Recreation Center. The aquatics and recreation bond scheduled to go to City Council January 7th and 14th. Kearney mentioned that the Westside Recreation is set to open on January 2, 2025. Currently they are doing cosmetic improvements such as painting, lighting and carpet. Kearney responded to a question from Stavenger regarding bond money. City council does not want to include the \$9 million that was used to purchase the Westside Recreation Center. Kearney responded to a question from Cauwels regarding Jacobson Plaza opening date. Due to construction delays and cold weather, the final pours were not completed based on the recommendation of our ice consultant. Kearney responded to a question from Cauwels regarding the Midco Locker rooms. By the end of the year the women's locker room should be open. The men's locker room should be functionable by the large first swim meet based on the most recent progress meeting. Kearney mentioned that golf courses had an outstanding year. Kearney noted Great Bear is open for the winter season. Kearney mentioned that the Elmwood Clubhouse construction is on schedule with an October 2025 completion date. Finally, Kearney thanked the Recreation, Finance, IT, Legal along with several of the city teams for their work in getting the Westside Recreation Center ready to open.

Items Added After the Agenda Deadline

None.

Reading of Communications to the Board

None.

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

Secretary

Approved by:

President

January 8, 2025

A SPECIAL MEETING OF THE SIOUX FALLS PARKS AND RECREATION BOARD was held on Wednesday, January 8, 2025, at 4:00 p.m. at the City Center.

Roll Call and Determination of Quorum

Members present: Jim Stavenger, Brooke Wegener, Pam Hanneman, Justin Smith

Members absent: Teresa Cauwels, Mick Conlin and Mike Begeman

Parks and Recreation staff present: Don Kearney, Director; Brett Kollars, Assistant Director; Josh Johnson, Parks Operations Manager; Jackie Nelson, Recreation Manager; Mike Patten, Parks and Projects Manager and Mackenzie Songstad, City Services Technician.

Others present: Karen Leonard, City Attorney's Office; Nancy Halverson, Levitt Sioux Falls; Bob Thimjon, Levitt Sioux Falls; Mary Kolsrud, Sioux Falls Area Community Foundation

Public Input

None.

New Business

Naming Application – Sweetman Atrium at the Levitt Shell Sioux Falls: A motion to recommend approval of the Naming Application – Sweetman Atrium at the Levitt Shell Sioux Falls was made by Smith and seconded by Wegener. Motion passed unanimously with all present Board members voting yes.

Naming Application – Lust Family Second Stage at the Levitt Shell Sioux Falls: A motion to recommend approval of the Naming Application – Lust Family Second Stage at the Levitt Shell Sioux Falls was made by Wegener and seconded by Smith. Motion passed unanimously with all present Board members voting yes.

Naming Application – DSU Foundation Programming Room at the Levitt Shell Sioux Falls: A motion to recommend approval of Naming Application – DSU Foundation Programming Room at the Levitt Shell Sioux Falls was made by Wegener and seconded by Hanneman. Motion passed unanimously with all present Board members voting yes.

Conditional Gifting & Naming Agreement For A Future Cash Gift For The Expansion Of The Levitt Shell Sioux Falls Located In Falls Park: A motion to recommend approval of Conditional Gifting & Naming Agreement For A Future Cash Gift For The Expansion Of The Levitt Shell Sioux Falls Located In Falls Park was made by Smith and seconded by Wegener. Motion passed unanimously with all present Board members voting yes.

A Conditional Gifting Agreement For The Redevelopment Of A Portion Of The Big Sioux Trail Corridor: A motion to recommend approval of the Conditional Gifting Agreement For The Redevelopment Of A Portion Of The Big Sioux Trail Corridor was made by Hanneman and seconded by Wegener. Motion passed unanimously with all present Board members voting yes.

Director Update:

Kearney started his update by sharing that there are a lot of new hires within the Parks and Recreation department due to new positions, transfers and retirements. Kearney noted that the

January 8, 2025

Westside Recreation Center is officially open and has sold 2,237 memberships to date. The target goal for the facility was 2,500 memberships for 2025. The pricing structure is bringing new members to the facility. 44% of the membership sales include a discounted rate, the other 56% is at the standard rate. Kearney noted that the Midco locker room is progressing well. The lady's locker room is 95% done and work is being done on the men's locker room to get it ready for a large swim meet on January 24, 2025. Kearney mentioned that Winter Wonderland had approximately 120,000 visitors this season. Kearney stated that ice rinks are being flooded and will be operational starting Friday, January 10, 2025. Kearney responded to a question from Stavenger regarding status of the bond. Kearney responded that the first reading of the bond passed 8-0. Kollars responded to a question from Smith regarding attendance at Great Bear. Kollars stated that the past weekend they had visits from 18 states and the country of Mexico.

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

Secretary

Approved by:

President

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONDITIONAL GIFTING AND COMMEMORATION AGREEMENT FOR A FUTURE CASH GIFT FOR THE REPLACEMENT OF THE WADING POOL LOCATED AT MCKENNAN PARK.

WHEREAS, McKennan Park is park property owned by the City and is located 400 East 26th Street; and

WHEREAS, McKennan Park currently has a wading pool and bathhouse/warming house and operations building which opened in 1971; and

WHEREAS, the City desires to replace the wading pool and the bathhouse/warming house and operations building; and

WHEREAS, the City has included the replacement in its Capital Improvement Program ("CIP") and has appropriated and made available \$4.7 million dollars to be applied toward construction of a new wading pool and bathhouse/warming house and operations building, concession area, along with other amenities; and

WHEREAS, the Sioux Falls Area Community Foundation (the "Foundation"), on behalf of Pierce and Barbara McDowell (the "Donors") desire to gift the City a future cash gift for the enhancements to the replacement of the wading pool located at McKennan Park; and

WHEREAS, the Donors desire to fund the additional site enhancements in an amount not to exceed \$2,500,000 as follows: 1) architectural enhancements to the warming house/bathhouse and operations building; 2) expanded concessions area; 3) shade structures; 4) irrigation for the pool area; 5) additional spray features in the pool; 6) additional site furnishings (benches, trash/recycling cans, planters); 7) sculpture and supporting landscaping area with mounting stone and interpretive sign (the "Interpretive Sign"); 8) hanging (double) flower baskets on the light poles along the main path and pool area (24 total); 9) replacement of existing permanent trash/recycling cans throughout the park (10 sets total); and 11) additional design and professional services (collectively the "Enhanced Improvements"); and

WHEREAS, the Donors desire to receive commemorative recognition; and

WHEREAS, placement of the proposed sculpture will be subject to separate future recommendations by the Sioux Falls Parks and Recreation Board and the Arts Commission and approval of the City Council by resolution. The Parties agree that the placement of the sculpture shall only become effective when City Council approval is obtained and becomes final; and

WHEREAS, on January 28, 2025, the Sioux Falls Parks and Recreation Board considered the commemorative designation application No. 2025-04, and the proposed "Conditional Gifting and Commemoration Agreement for a Future Cash Gift for the Replacement of the Wading Pool Located at McKennan Park" and unanimously recommended City Council approval.

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

Section 1. That the document attached to and made a part of this resolution entitled, "Conditional Gifting and Commemoration Agreement for a Future Cash Gift for the Replacement of the Wading Pool Located at McKennan Park," allowing for a commemorative sign is hereby approved.

Section 2. That the Mayor is authorized to sign the "Conditional Gifting and Commemoration Agreement for a Future Cash Gift for the Replacement of the Wading Pool Located at McKennan Park" after it is ratified and executed by the Foundation.

Section 3. That the City shall publish the 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

**CONDITIONAL GIFTING AND COMMEMORATION AGREEMENT FOR
A FUTURE CASH GIFT FOR THE REPLACEMENT OF THE
WADING POOL LOCATED AT MCKENNAN PARK**

This Conditional Gifting and Commemoration Agreement for a Future Cash Gift for the Replacement of the Wading Pool located at McKennan Park (the "Agreement") is dated _____, 2025, and is made and entered into between the City of Sioux Falls, SD, a home-ruled chartered municipality (the "City"), and the Sioux Falls Area Community Foundation (the "Foundation"). The City and the Foundation are individually referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, McKennan Park is park property owned by the City and is located 400 East 26th Street; and

WHEREAS, McKennan Park currently has a wading pool and bathhouse/warming house and operations building which opened in 1971; and

WHEREAS, the City desires to replace the wading pool and the bathhouse/warming house and operations building; and

WHEREAS, the City has included the replacement in its Capital Improvement Program ("CIP") and has appropriated and made available \$4.7 million dollars to be applied toward construction of a new wading pool and bathhouse/warming house and operations building, concession area, along with other amenities as set forth in the 2020 McKennan Park Master Plan which is attached hereto as **Exhibit A** and made a part of this Agreement (collectively the "Improvements"); and

WHEREAS, the Foundation has entered into an agreement with Pierce and Barbara McDowell (the "Donors"), whereby the Donors will release funds to be administered by the Foundation for the specific purpose of funding a portion of the cost of constructing the Improvements as defined below; and

WHEREAS, the Donors approached the City to make modifications and additions to the project with proposed site enhancements, which are attached hereto as **Exhibit B** and made a part of this Agreement. As a result of the modifications and additions, the Donors desire to fund the additional site enhancements as follows: 1) architectural enhancements to the warming house/bathhouse and operations building; 2) expanded concessions area; 3) shade structures; 4) irrigation for the pool area; 5) additional spray features in the pool; 6) additional site furnishings (benches, trash/recycling cans, planters); 7) sculpture and supporting landscaping area with mounting stone and interpretive sign (the "Interpretive Sign"); 8) hanging (double) flower baskets on the light poles along the main path and pool area (24 total); 9) replacement of existing permanent trash/recycling cans throughout the park (10 sets total); and 11) additional design and professional services (collectively the "Enhanced Improvements"); and

WHEREAS, the Donors desire to receive commemorative recognition; and

Agreement No. _____

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WHEREAS, the Improvements and Enhanced Improvements shall hereinafter be referred to as the "McKenna Park Wading Pool Replacement Project."

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set out herein, the Parties agree as follows:

Section One Terms

1.1 The Foundation on behalf of the McDowells hereby agrees to gift to the City, and the City conditionally agrees to accept a gift of an amount not to exceed two million five hundred thousand dollars (\$2,500,000) for the Enhanced Improvements (the "Gift Amount"). The Foundation agrees the Gift Amount will be the sum of the actual cost of the bids received for the Enhanced Improvements, including any Excess Change Orders specifically associated with the Enhanced Improvements. Initial costs of items will be identified at the time of the bid using unit prices and add-alternates. Of this Gift Amount, ninety-eight thousand four hundred eighty-eight dollars (\$98,488) has already been paid by the Foundation toward additional design fees for the Enhanced Improvements. This Agreement shall impose no obligation on the City for the payment of the Enhanced Improvements.

1.2 The City agrees to contribute to the cost of the Improvements in an amount not to exceed four million seven hundred thousand dollars (\$4,700,000), so long as the Contract Sum as defined in 4.1.3 does not exceed seven million two hundred thousand dollars (\$7,200,000). If the scope of the project is revised and results in the Contract Sum exceeding \$7,200,000, the Parties will meet to discuss options available and determine whether to proceed. In no event will this Agreement obligate the Foundation to expend any funds in an amount in excess of funds donated/funds received from Donors and earnings thereon. The City has no obligation to fund any increased costs associated with the Enhanced Improvements.

Section Two

Term of Agreement

2.1 This Agreement will commence on the last to occur of the signing of this Agreement by the Mayor, the attestation of this Agreement by the City Clerk, the approval of this Agreement by ordinance adopted by the City Council, and the expiration of time within which the City Council's approval of this Agreement may be challenged by referendum following the publishing of the City Council's resolution (the "Effective Date"). Agreement is terminated earlier pursuant to the provision contained herein.

Section Three
Recognition of and Conditions Upon the Gift Amount,
Along With the Purposes of the Gift

3.1 The specific purpose of the Gift Amount gifted by the Foundation to the City is for the Enhanced Improvements to be constructed as part of the McKennan Park Wading Pool Replacement Project located at McKennan Park (the "Project Site").

3.1.1 The intent of the Donors' gift is to assist with funding the Enhanced Improvements. In recognition of the Donors' not-to-exceed two million five-hundred-thousand-dollar (\$2,500,000) gift, the Donors shall receive commemorative recognition. Such gift will be commemorated with a sign (the "Commemorative Sign") as mutually approved by the Foundation (in collaboration with Pierce and Barbara McDowell) and the City.

3.1.2 The Enhanced Improvements for the McKennan Park Wading Pool Replacement Project will include: 1) architectural enhancements to the warming house/bathhouse and operations building; 2) expanded concessions area; 3) shade structures; 4) irrigation for the pool area; 5) additional spray features in the pool; 6) additional site furnishings (benches, trash/recycling cans, planters); 7) sculpture and supporting landscaping area with mounting stone and Interpretive Sign; 8) hanging (double) flower baskets on the light poles along the main path and pool area (24 total); 9) replacement of existing permanent trash/recycling cans throughout the park (10 sets total); and 11) additional design and professional services already provided. Examples of what the Enhanced Improvements may look like are reflected in Exhibit B.

3.1.3 The Gift Amount includes an allowance of \$150,000 for a sculpture by Darwin Wolf.

3.1.4 Excluding the sculpture, the City will construct all Enhanced Improvements to be made to the Project Site utilizing the Gift Amount.

Section Four Construction and Payment Process of the Project Site

4.1 The construction and payment process for the Project Site will include the following requirements:

4.1.1 Prior to developing the construction documents for bid, a final design and site plan (the "Plan") will be created. The Foundation on behalf of the Donors must approve the Enhanced Improvements in the final Plan in writing prior to the development of the bid/construction documents and commencement of construction of the McKennan Park Wading Pool Replacement Project. Following approval of the Enhanced Improvements in the final Plan by the Foundation, subsequent significant or material changes to the Enhanced Improvements will require the mutual written approval of the Parties.

4.1.2 The City will have no obligation to award other agreements, disburse funds, or commence construction of the Enhanced Improvements to the Project Site until the Foundation has confirmed it has received from the Donors the Gift Amount, dedicated solely to the design and construction of the Enhanced Improvements at the Project Site as described in this Agreement. Upon confirmation the Foundation has received the Gift Amount, the City will proceed diligently with bidding the construction described below for the McKennan Park Wading Pool Replacement Project.

4.1.3 The City will fully award and construct the Improvements and Enhanced Improvements to the Project Site in accordance with the Plan and the terms of this Agreement using the funds from the Foundation and the City. The City, in accordance with state competitive bid laws, agrees to solicit, review, and accept competitive sealed proposals and/or competitive sealed bids and enter into one or more contracts for the construction of the Improvements and Enhanced Improvements to the Project Site. The City will obtain from the contractor the cost of construction for both the Improvements and Enhanced Improvements (the "Contract Sum"). Prior to the City awarding the contract, but after the City receives bids, the Foundation shall provide the City with the Gift Amount to ensure sufficient funds are encumbered to meet the contract obligations for the Enhanced Improvements. Upon receipt of the Foundation's Gift Amount and confirmation the City funds are appropriated and available for spending, the City will award the contracts. The City will be solely responsible for assuring all phases of construction are properly contracted and performed and that the work done and the materials used are in conformance with all applicable laws that govern the performance of the work, including (to the extent applicable) the requirements of the Americans with Disabilities Act and any other federal or state laws requiring access for the disabled to public accommodations.

4.1.4 If the Contract Sum for the McKennan Park Wading Pool Replacement Project exceeds the sum of \$7,200,000, the Parties will proceed as set forth in section 1.2. If the Parties fail to reach satisfactory terms, the Parties may opt out and this Agreement may be terminated, in which event, the City will pay the additional design costs associated with the Improvements and the Foundation will pay for the additional design costs associated with Enhanced Improvements incurred to date. In no event will this agreement obligate the Foundation to expend any funds in an amount in excess of funds donated/funds received from Donors and earnings thereon.

4.1.5 In the event there are material changes to the Plan (a "Change Order") and such Change Order is within the Contract Sum, the City will solely process the Change Orders subject to the approval requirements set forth in Section 4.1.1 if there are design changes. In the event the costs of the Enhanced Improvements increase beyond the Contract Sum ("Change Order Excess Amount") but below a total cost of the project, the City will submit to the Foundation the Change Order Excess Amount for approval by the Foundation through its representatives. If the material changes to the design, if any, are approved by the Parties, the Foundation will contribute 100 percent of the Change Order Excess Amount. Upon the City's written receipt that the Foundation has received the Change Order Excess Amount, the City will authorize the Change Order Excess Amount. The Agreement shall impose no obligation on the City for payment of the Enhanced Improvements.

4.1.6 The Parties agree to the estimated following timeline: Construction for the McKennan Park Wading Pool Replacement Project will commence in accordance with the project timeline identified and approved during the design process. Advertise for Bids is anticipated to begin April 2025. Construction of the McKennan Park Wading Pool Replacement Project is anticipated to begin June 2025, with a final completion date of May 2026. The McKennan Park wading pool is anticipated to open in June 2026. The

exact project schedule will be mutually agreed upon at the end of the design process and may be adjusted due to unexpected site conditions identified during construction. If construction has not commenced by June 2025, and the Parties are not able to agree upon an extension, either Party may terminate this Agreement upon delivery to the other Party of written notice of termination.

Section Five

Ownership, Commemorative Designation, and Sculpture Placement Conditions

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

5.1.1 The City will be the owner of both the Improvements and Enhanced Improvements upon final completion. When determined by the City that the Enhanced Improvements have become unsuitable, unsafe, or at the end of their useful life, they may be removed by the City with no liability to the Donors.

5.1.2 The terms and conditions associated with the commemorative designation as set forth in Section 3 of this Agreement and the way the commemorative designation is displayed on the site are also subject to recommendation by the Sioux Falls Parks and Recreation Board and approval of the City Council by resolution. The Parties agree that commemorative designation shall only become effective when the City Council approval is obtained and becomes final.

5.1.3 The Foundation is responsible for costs associated with installation of the Commemorative Sign and any Donor requested changes to the Commemorative Sign. The Gift Amount includes an allowance for installation costs for the Commemorative Sign.

5.1.4 The commemorative designation shall be permanent as long as the Donors honored in the designation maintain the criteria as set forth in the Code the Ordinances of Sioux Falls, SD.

5.1.5 The Commemorative Sign and Interpretive Sign, including upkeep, shall be the responsibility of the City.

5.1.6 The terms and conditions associated with the placement of the sculpture as set forth in Section 3 of this Agreement and the way the sculpture is displayed on the Project Site are subject to recommendation by the Sioux Falls Parks and Recreation Board and the Arts Commission and approval of the City Council by resolution. The Parties agree that the placement of the sculpture shall only become effective when City Council approval is obtained and becomes final.

Section Six

Hold Harmless

6.1 To the fullest extent permitted by law, the Foundation hereby agrees to defend, indemnify, and hold the City harmless from any and all claims or liabilities, including

attorneys' fees, arising out of the provisions of the gift arrangements furnished by the Foundation by Pierce and Barbara McDowell.

Section Seven Funds Appropriation

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

Section Eight Default Remedies

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

Section Nine Notice

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

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

If to Donors: Sioux Falls Area Community Foundation
200 North Cherapa Place
Sioux Falls, SD 57103
Email: mkolsrud@sfacf.org

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

Section Ten Force Majeure

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

Section Eleven

Entire Agreement

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

Section Twelve

Binding Effect

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

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

CITY OF SIOUX FALLS

SIOUX FALLS AREA COMMUNITY
FOUNDATION

BY: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: Mary Kolsrud

TITLE: Mayor

TITLE: Chief Philanthropy Officer

FEDERAL TAX ID NO. 31-17485333

ATTEST:

CITY CLERK
PRINTED NAME: _____

Exhibit A

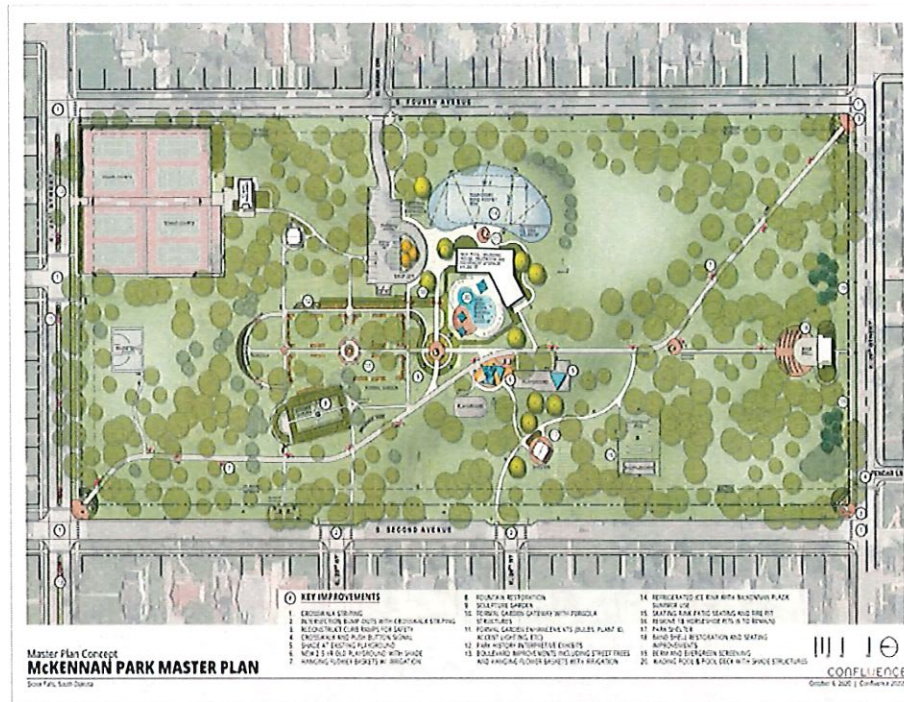


Exhibit B





Northwest View - Top (with exterior color and material finishes) and Below



Southwest View - Below



McKenna Park

Exhibit B - Bath House Enhancements



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

Petition No.: 2025-04 JS
Date: 1/16/25

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): TRACTS 8, 9 (EX LOT H-1) & PT TRACT 10 (EX LOT H-1)
CO AUD SUB SW1/4 (MCKENNAN PARK) 21-101-49 SIOUX FALLS CITY UNPLATTED

General Location or Street Address: McKenna Park (400 E 26TH ST, 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: _____

Proposed Name: _____

Proposed Rename, if applicable: _____

☒ Commemorative Designation

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

☐ City-Owned Street

☒ City-Owned Property—Park or Library

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

Existing Name: McKenna Park

Proposed Commemoration Rename: _____

Application Shall Include:

- a. A description and significance of the proposed naming or renaming, addressing the applicable criteria referenced in Chapter 30, Code of Ordinances of Sioux Falls, SD, Sections 30.060 through 30.072.
- b. If the application is for renaming of a public street, a petition signed by at least 60 percent of the number of owners of properties abutting the portion of the street to be renamed.
- c. All terms and conditions of proposed naming or renaming, including all financial and other relevant terms, must be disclosed.

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

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

Naming or Renaming:

• Criteria for Street

- a. Consideration shall be primarily given to the following purposes: To honor and commemorate noteworthy persons associated with the city; to celebrate local history, places, events, or culture; to strengthen neighborhood identity; or to recognize native wildlife, flora, fauna, or natural features related to the community and city.
- b. If an application is made to rename a street after an individual, this person shall have:
 1. Demonstrated excellence of contributions to the city's development, community service, personal sacrifice for public service or national defense, or efforts to foster equality among the citizens of the city; or
 2. Historical significance locally, nationally, or globally with significant local or regional ties.
- c. Denial of an application may be appropriate if the proposed renaming may tend to bring disrepute upon the community for any reason, or would not be looked upon favorably by a majority of city residents.
- d. In the case of renaming a street after any person, such renaming shall be prohibited until the person has been deceased for a period of at least five years, unless the application receives unanimous votes of approval by the Street Naming Committee and the City Council.
- e. A street (or segment of a street), originally named after an individual, cannot be renamed unless historical context clearly indicates that such renaming is appropriate.
- f. Titles, ranks, or religious designations shall not be allowed on any street named for an individual. A nickname shall not be allowed in a street name, unless such person is best known by that nickname.
- g. An unbroken, continuous street shall maintain the same name throughout the entire section.
- h. A proposed street name should not duplicate (written or phonetically) an existing street name within the city of Sioux Falls or create confusion or problems for the city's emergency services.
- i. Street names shall not be longer than can be produced by the standard sign manufacturing capability of the Public Works department.
- j. If a proposed street name is not included in the lists of street names authorized under this code, the proposed renaming to such street name shall not take effect until the City Council by ordinance amends such subchapter to so authorize such street name.

- **Criteria for Park Properties**

- a. In naming or renaming City park property, consideration shall be primarily given to the following purposes: to honor and commemorate noteworthy persons associated with the city; to celebrate local history, places, events, or culture; to strengthen neighborhood identity; or to recognize native wildlife, flora, fauna, or natural features related to the community and city.
- b. If an application is made to name or rename public park property after an individual, this person shall have:
 - 1. Demonstrated excellence of contributions to the city's development, community service, personal sacrifice for public service or national defense, or efforts to foster equality among the citizens of the city.
 - 2. Historical significance locally, nationally, or globally with significant local or regional ties.
- c. Denial of an application may be appropriate if the proposed renaming may tend to bring disrepute upon the community for any reason, or would not be looked upon favorably by a majority of city residents.
- d. Titles, ranks, or religious designations shall not be allowed on public park property named for an individual. A nickname shall not be allowed, unless such person is best known by that nickname.
- e. In the case of naming or renaming a park or natural environmental feature after any person, such naming or renaming shall be prohibited until the person has been deceased for a period of at least five years. As an exception to this provision, the name of such person may be approved if such person shall have provided direct significant contributions of lands, funds, goods, or services to the city, and/or parks and recreation department, or is being recognized for a foundation gift(s), and if such naming or renaming receives unanimous votes of approval by the Parks Board and the City Council.

- **Criteria for Library Properties**

- a. Generally, public library buildings will be named or renamed after a location, subdivision, neighborhood, well-recognized landmark, or adjacent street.
- b. If an application is made to name or rename library property after an individual, this person shall have:
 - 1. Rendered valuable service to and has had a positive influence on the development of the city's public library system or was a literary or artistic figure of national prominence who has significant local or regional ties; or
 - 2. Demonstrated excellence of contributions to the city's development, community service, personal sacrifice for public service or national defense, or efforts to foster equality among the citizens of the city; or
 - 3. Historical significance locally, nationally, or globally with significant local or regional ties.
- c. Denial of the application may be appropriate if the proposed naming or renaming may tend to bring disrepute upon the community for any reason, or would not be looked upon favorably by a majority of city residents.
- d. Titles, ranks, or religious designations shall not be allowed on library property named for an individual. A nickname shall not be allowed, unless such person is best known by that nickname.
- e. In the case of naming or renaming a library property after any person, such naming or renaming shall be prohibited until the person has been deceased for a period of at least five years. An exception to this provision may be allowed if such person shall have provided a major donation of land and funds for the facility in an amount equal to at least 50 percent of the total cost of the project or is being recognized by a foundation gift(s), and if the naming or renaming receives unanimous votes of approval by the Library Board and the City Council.

- **Criteria for Other City Properties (Other Than Park Property, or Library Property, or Street)**
 - a. In naming or renaming city property, consideration shall be primarily given to the following purposes: to honor and commemorate noteworthy persons associated with the city; to celebrate local history, places, events, or culture; to strengthen neighborhood identity; or to recognize native wildlife, flora, fauna, or natural features related to the community and the city.
 - b. If an application is made to name or rename city property after an individual, this person shall have:
 - 1. Demonstrated excellence of contributions to the city's development, community service, personal sacrifice for public service or national defense, or efforts to foster equality among the citizens of the city; or
 - 2. Historical significance locally, nationally, or globally with significant local or regional ties.
 - c. Denial of an application may be appropriate if the proposed naming or renaming may tend to bring disrepute upon the community for any reason, or would not be looked upon favorably by a majority of city residents.
 - d. Titles, ranks, or religious designations shall not be allowed on a City property named or renamed for an individual. A nickname shall not be allowed, unless such person is best known by that nickname.
 - e. In the case of naming or renaming a City property after any person, such naming or renaming will generally be prohibited until the person has been deceased for a period of at least five years. As an exception to this provision, the name of such person may be approved if such person shall have provided contributions directly or through a foundation to a City facility when that facility would not exist without those contributions, and if such naming or renaming receives unanimous vote of approval by the City Naming Committee and the City Council.

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

Commemorative Designations

- **Criteria for Commemorative Designations**
 - a. In the commemorative naming of public property, consideration shall be primarily given to the following criteria: to honor and commemorate noteworthy persons associated with the city; to celebrate local history, places, events, or culture; or to strengthen neighborhood identity.
 - b. If an application is made to commemorate a street or city property after an individual, this person shall have:
 - 1. Demonstrated excellence of contributions to the city's development, community service, personal sacrifice for public service or national defense, or efforts to foster equality among the citizens of the city; or
 - 2. Historical significance locally, nationally, or globally with significant local or regional ties; or
 - 3. In the case that such a person provided direct contributions or is being recognized for a foundation gift(s) to a City facility when that facility would not exist without those contributions, approval of that request requires unanimous vote by the City Council.
 - c. Denial of an application may be appropriate if the proposed commemorative designation may tend to bring disrepute upon the community for any reason, or would not be looked upon favorably by a majority of city residents.
 - d. Commemorative street names shall not be longer than can be produced by the standard sign manufacturing capability of the Public Works department.

- e. Titles, ranks, or religious designations shall not be allowed in a street name or a public property commemorated for an individual. A nickname shall not be allowed, unless such person is best known by that nickname.
- f. A plaque or marker may be used on a facility to honor persons or individuals, even though the facility is not named after them.
- g. A commemorative name will be permanent as long as the person honored maintains the criteria stated in these standards.
 - 1. If a commemorative sign/plaque falls into disrepair or is damaged, it shall be the responsibility of the applicant to pay the cost of repair or replacement. If the commemorative sign/plaque is not repaired or replaced, it shall be removed.
 - 2. If the person does not maintain compliance with these criteria, the commemorative sign shall be considered null and void and shall be removed by the City.

Acknowledgement

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

Company: Sioux Falls Area Community Foundation

Petitioner Name (Print): Mary Kolsrud

Signature: 

Date: 01/03/2025

Phone: (605) 336-7055

Address: 200 N Cherapa Place

Email: mkolsrud@sfacf.org

Sioux Falls

SD

57053

City

State

Zip

(Please complete below if owner is different than above)

Company: _____

Petitioner Name (Print): _____

Signature: _____

Date: _____

Phone: _____

Address: _____

Email: _____

City

State

Zip

Office Use Only

Submittal Date to Planning Office 1-16-25

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 _____

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE BROCKHOUSE ANIMAL COLLECTION SURPLUS AND AUTHORIZING THE GIFTING TO UNIVERSITY OF NOTRE DAME, INSTITUTE FOR NATURAL HISTORY ARTS, INC. AND THE ODDITIES MUSEUM, INC.

WHEREAS, Henry Brockhouse, a Sioux Falls businessman, was an avid hunter in the 1940s, 1950s, and 1960s and, as a result, he acquired an extensive collection of mounted animals from six continents (the "Brockhouse Animal Collection" or "Collection") which he displayed to customers and visitors for many years in his West Sioux hardware store (West Sioux") until his death in 1978; and

WHEREAS, many of these species are protected under the Endangered Species Act, Marine Mammal Act, Lacey Act, and the Migratory Bird Treaty Act; and

WHEREAS, in 1981, C.J. and Alene Delbridge purchased the Brockhouse Animal Collection from West Sioux; and

WHEREAS, Between 1981 and 1985, the Delbridges gifted the Brockhouse Animal Collection in its entirety to the City with no reversionary interest; and

WHEREAS, the City has full legal ownership of the Brockhouse Animal Collection which are listed individually in the document attached hereto as Exhibit A; and

WHEREAS, from 1984 to 2023, the City housed and publicly displayed the Brockhouse Animal Collection at the Delbridge Museum of Natural History ("Delbridge Museum") located at the Great Plains Zoo campus; and

WHEREAS, over the years the Collection has undergone several assessments by consultants to determine its current condition and to identify its needs with its advancing age as the animal mounts are 50 to 80 years old; and

WHEREAS, in 2023, the Zoological Society of Sioux Falls, the manager of the Great Plains Zoo, as part of its routine assessment of the Collection, sent in swabs tests for chemicals and subsequently received lab results from Midwest Laboratories ("Lab") that seventy-nine and one-half percent (79.5%) of the Collection tested positive for arsenic, a chemical which had been used in the taxidermy process for the preservation of hides in the era when Brockhouse first acquired these animals in this Collection, which led to the closure of the Delbridge Museum in August of 2023 to explore other options; and

WHEREAS, in September 2023, Mayor TenHaken convened a work group to specify the next steps for the Brockhouse Animal Collection; and

WHEREAS, the work group engaged A.M. Art Conservation, LLC and George Dante Studios to assess the Collection. The site visit occurred February 5-9, 2024, and the report was finalized July 8, 2024; and

WHEREAS, over several months, presentations were made to the work group showing the following: (1) Canopy Strategic Partners analysis of visitors at the Great Plains Zoo, usage data shows poor visitation to the Delbridge Museum at 2.8% of total zoo attendees spending 7 minutes or more in the Delbridge Museum when it was operational between the period of 2017-2023; (2) A.M. Art Conservation, LLC and George Dante Studios provided a cost proposal to restore the mounts which was estimated at roughly \$850,000 (excluding cost for cleaning, transportation, and arsenic treatment); (3) 18 of the specimens were deemed “not recommended for treatment”; (4) a new building to store the Collection was preliminarily estimated to cost between \$6-7 million dollars which includes the diorama expense and 6 foot tall glass partitions (\$1 million) or the fully enclosed glass systems (\$2 million) which is the best practice to safely display the Collection; and (5) there would be ongoing annual operating costs to include marketing of the Collection after this major investment of \$126,000/year.

WHEREAS, the work group recommended that state law be changed which would allow disposition of the taxidermy mounts to out-of-state non-profit organizations; and

WHEREAS, in early 2024, House Bill 1100, amending SDCL 6-13-15, passed and became effective July 1, 2024, which secured an exemption for taxidermy which would allow the Delbridge mounts to be legally transported out of state, facilitating donation to other out-of-state non-profit institutions; and

WHEREAS, on September 20, 2024, the City issued a Request for Qualification and Expression of Interest (“RFQEI”) to gauge interest from qualified entities for future ownership, management, preservation, and utilization of the Brockhouse Collection; and

WHEREAS, the City received six proposals in response to the RFQEI and no qualified 501(c)(3) non-profit organization from South Dakota submitted a proposal; and

WHEREAS, the University of Notre Dame, the Institute for Natural History Arts, Inc., and Oddities Museum, Inc. find it desirable to acquire a portion of the Collection as follows:

- 117 specimens - University of Notre Dame,
- 33 specimens - Oddities Museum Inc., and
- 2 specimens – Institute for Natural History Arts, Inc.; and

WHEREAS, the University of Notre Dame, the Institute for Natural History Arts, Inc., and Oddities Museum, Inc. are all 501(c)(3) nonprofit organizations; and

WHEREAS, pursuant to SDCL 6-13-1, the governing board of a public subdivision may gift property which the governing board has, by appropriate motion, determined is no longer necessary, useful or suitable for the purpose for which it was acquired; and

WHEREAS, pursuant to SDCL 6-13-15, any municipality may provide as a gift to any nonprofit organization that is recognized as an exempt organization under 501(c)(3) of the Internal Revenue Code of 1986, as amended to January 1, 1996, any collection of specimens preserved by a taxidermist that has been housed in a museum or other display owned by the municipality. The gift may include collection display and storage fixtures and related tangible personal property; and

WHEREAS, based on the above findings, the City hereby finds the Collection is no longer necessary, useful, or suitable for the purpose for which it was acquired; and

WHEREAS, the Sioux Falls Zoo and Aquarium Board met on August 23, 2023, and unanimously recommended the Collection be declared surplus; and

WHEREAS, the Brockhouse Animal Collection at Delbridge Museum work group met on January 17, 2025, and {insert vote} recommended the Collection be declared surplus and recommended the City Council authorize the gifting of the Collection to the University of Notre Dame, the Institute for Natural History Arts, Inc., and Oddities Museum, Inc; and

WHEREAS, the Parks and Recreation Board met on January 29, 2025, and {insert vote} recommended the Collection be declared surplus and recommended the City Council authorize the gifting of the Collection to the University of Notre Dame, the Institute for Natural History Arts, Inc., and Oddities Museum, Inc.

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

Section 1. That the recitals above are adopted as findings and are incorporated herein by reference.

Section 2. The City hereby declares, pursuant to SDCL Chapter 6-13, the Brockhouse Animal Collection housed at the Delbridge Museum of Natural History to be surplus property and that is no longer necessary, useful, or suitable for the purpose for which it was acquired. In support of this determination, the City found that one, all or a combination of these factors listed in the recitals support a determination for surplus.

Section 3. That, pursuant to SDCL 6-13-15, the Brockhouse Animal Collection identified in Exhibit A is hereby gifted to the following 501(c)(3) non-profit organizations: the University of Notre Dame; the Oddities Museum, Inc., and the Institute for Natural History Arts, Inc.

Section 4. The above-described Collection shall be divided as follows:

- 117 specimens - University of Notre Dame
- 33 specimens - Oddities Museum, Inc.
- 2 specimens - Institute for Natural History Arts, Inc.

The division of the Collection is depicted in Exhibit A.

Section 5. The City shall publish this resolution with 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 Washington,
City Clerk

EXHIBIT A

Specimen	University of Notre Dame	Oddities Museum Inc.	Institute for Natural History Arts, Inc.
1 02086980-000 African Elephant	Yes		
2 02086620-000 Cape Eland	Yes		
3 02086610-000 Grant's Gazelle	Yes		
4 02086360-000 Lichtenstein's Hartbeest	Yes		
5 02086110-000 Northern or Steller Seal	Yes		
6 02086070-000 Polar Bear	Yes		
7 02086120-000 Walrus	Yes		
8 02086600-000 White Bearded Gnu	Yes		
9 02086300-000 American Bison	Yes		
10 02085650-000 Axis Deer (mounted with Bengal Tiger)	Yes		
11 02085650-000 Bengal Tiger (mounted with Axis Deer)	Yes		
12 02086090-000 Black Bear	Yes		
13 02086410-000 Camel	Yes		
14 02086210-000 Caribou	Yes		
15 02086460-000 Gorilla	Yes		
16 02086670-000 Grant's Zebra	Yes		
17 02086990-000 Grevy's Zebra	Yes		
18 02086030-000 Grizzly Bear (mounted with Marmot)	Yes		
19 02085570-000 Hog Deer (mounted with Leopard)	Yes		
20 02086550-000 Impala	Yes		
21 02086450-000 Leopard	Yes		
22 02085570-000 Leopard (mounted with Hog Deer)	Yes		
23 02086320-000 Moose	Yes		
24 02086310-000 Musk Oxen	Yes		
25 02085640-000 Red Flanked Duiker	Yes		
26 02086710-000 Red Kangaroo (Male)	Yes		
27 02085710-000 Siberian Ibex	Yes		
28 02086510-000 Swayne's Dik Dik	Yes		
29 02085730-000 Thomas Kob	Yes		
30 02086930-000 Abyssinian Roller	Yes		
31 02207540-000 African Lion (1)	Yes		
32 02086750-000 Agile Wallaby	Yes		
33 02085990-000 Argali or Marco Polo Sheep	Yes		
34 02086020-000 Argali or Marco Polo Sheep	Yes		
35 02086400-000 Beisa Oryx	Yes		
36 02086080-000 Black Bear	Yes		
37 02085740-000 Black Rhinoceros	Yes		
38 02085910-000 Bohor Reedbuck	Yes		
39 02086520-000 Bohor Reedbuck	Yes		
40 02085660-000 Brocket Deer	Yes		
41 02086420-000 Cape Buffalo	Yes		
42 02086650-000 Chacma Baboon	Yes		

43 02086260-000 Chamois	Yes		
44 02086340-000 Coke's Hartebeest	Yes		
45 02086690-000 Colobus (split mount)	Yes		
46 02086690-000 Colobus Monkey (split mount)	Yes		
47 03000215-000 Colobus Monkey (Standing)	Yes		
48 02085690-000 Crocodile	Yes		
49 02086630-000 Crocodile	Yes		
50 02086940-000 Egyptian Goose	Yes		
51 02086440-000 Emu	Yes		
52 02087010-000 Fallow Deer	Yes		
53 02086130-000 Fannin	Yes		
54 02085590-000 Five Monkeys In A Tree (#1)	Yes		
55 02085590-000 Five Monkeys In A Tree (#2)	Yes		
56 02085590-000 Five Monkeys In A Tree (#3)	Yes		
57 02085590-000 Five Monkeys In A Tree (#4)	Yes		
58 02085590-000 Five Monkeys In A Tree (#5)	Yes		
59 02086580-000 Gerenuk	Yes		
60 02085900-000 Giant Forest Hog	Yes		
61 02086380-000 Grant's Gazelle	Yes		
62 02086050-000 Gray Or Timber Wolf	Yes		
63 02086040-000 Gray Or Timber Wolf (light colored)	Yes		
64 02086060-000 Gray Or Timber Wolf (sitting)	Yes		
65 02086530-000 Greater Kudu	Yes		
67 02085850-000 Hamadryas Baboon	Yes		
68 02087020-000 Hippo	Yes		
69 02086180-000 Jackal	Yes		
70 02086490-000 Klipspringer	Yes		
71 02086350-000 Lesser Kudu	Yes		
72 02085680-000 Monitor Lizard	Yes		
73 02086170-000 Mountain Goat	Yes		
74 02085810-000 Mountain Nyala	Yes		
75 02086470-000 Oribi	Yes		
76 02086740-000 Parma Wallaby	Yes		
77 02086920-000 Ptarmigan	Yes		
78 Red Kangaroo (Female with Joey)	Yes		
79 02086190-000 Red-Flanked Duiker	Yes		
80 02086370-000 Roan Antelope	Yes		
82 02085610-000 Russian Marmot	Yes		
83 02086030-000 Russian Marmot (mounted with bear)	Yes		
84 02086590-000 Sable Antelope	Yes		
86 02085880-000 Southern Bush Pig	Yes		
87 02085930-000 Southern Bushbuck	Yes		
88 02086640-000 Speke's Gazelle	Yes		
89 02085860-000 Striped Hyena	Yes		
90 02086480-000 Thomson's Gazelle	Yes		

91 02085780-000 Tiang, Topi	Yes		
92 02086010-000 Tiger (mounted with Four-Horned Antelope)	Yes		
93 02085620-000 Tree Pangolin (Larger of Two)	Yes		
94 02085620-000 Tree Pangolin (Smaller of Two)	Yes		
95 02085950-000 Urial Sheep	Yes		
96 02085670-000 Vervet Monkey	Yes		
97 02086560-000 Vervet Monkey	Yes		
98 02086660-000 Warthog	Yes		
100 02086390-000 Waterbuck	Yes		
101 02085870-000 Western Bush Pig	Yes		
102 02085700-000 Wild Goat	Yes		
103 02086240-000 Axis Deer	Yes		
108 02207540-000 European Bee Eater	Yes		
109 02086010-000 Four-Horned Antelope (Mounted with Tiger)	Yes		
111 02086430-000 Lion	Yes		
114 02086540-000 Ostrich	Yes		
115 02085720-000 Puku	Yes		
118 02085550-000 Scimitar-Horned Oryx	Yes		
120 02086570-000 Skunk Brown Phase	Yes		
121 02087000-000 Springbuck	Yes		
122 02086500-000 Steenbok	Yes		
123 02085600-000 Swamp Cat	Yes		
124 02086280-000 Tahr	Yes		
125 02085890-000 Vaal Rhebuck	Yes		
126 02086770-000 Vervet Monkey (on vine)	Yes		
127 02086200-000 Western Bushbuck	Yes		
136 02087030-000 Mountain Zebra	Yes		
141 02085630-000 Royal Pygmy Antelope	Yes		
147 02089740-000 Assorted Artifacts	Yes		
152 02086760-000 Tusks-Natural Ivory	Yes		
66 02085580-000 Grizzly Bear		Yes	
81 02067090-000 Rug Siberian Tiger Open Mouth		Yes	
85 02085750-000 Sambar (Red Deer)		Yes	
99 02086290-000 Water Buffalo		Yes	
104 02085800-000 Barbary Sheep		Yes	
105 02085960-000 Blesbok		Yes	
106 02086160-000 Dall Sheep		Yes	
107 02086150-000 Dall Sheep		Yes	
110 02086000-000 Gaur		Yes	
112 02085760-000 Nilgals (Nilgaie)		Yes	
113 02085820-000 Nyala (Male)		Yes	
116 02086730-000 Red Fox		Yes	
117 02067100-000 Rug Grizzly Bear Open Mouth		Yes	
119 02085840-000 Selous Sitatunga		Yes	
128 02085560-000 Addax		Yes	

129 02086100-000 Alaskan Brown Bear		Yes	
130 02085770-000 Bongo		Yes	
131 02085970-000 Bontebok		Yes	
132 02086270-000 Fallow Deer		Yes	
135 02087040-000 Impala		Yes	
137 02085830-000 Nyala (Female)		Yes	
138 02086250-000 Red Deer		Yes	
139 02086700-000 Red Kangaroo		Yes	
140 02085530-000 Reticulated Giraffe		Yes	
142 02085940-000 Soemmering's Gazelle		Yes	
143 02085920-000 Springbuck		Yes	
144 02086140-000 Stone Sheep		Yes	
145 02085980-000 Swayne's Hartebeest		Yes	
146 02086680-000 Yellow-Backed Duiker		Yes	
148 02086860-000 Shoulder & Head Mount-Big Horn Sheep		Yes	
149 02086870-000 Shoulder & Head Mount-Dall Sheep		Yes	
150 02086880-000 Shoulder & Head Mount-Dall Sheep		Yes	
151 02086810-000 Shoulder & Head Mounts- Mule Deer Head		Yes	
133 02085540-000 Giant Eland			Yes
134 02085790-000 Hunters Hartebeest			Yes

117

33

2



College of Science
215 Jordan Hall of Science
Notre Dame, Indiana, 46556

574-631-6456
science@nd.edu
science.nd.edu

Sioux Falls City Council
City of Sioux Falls
City Hall
224 W 9th St
Sioux Falls
SD 57104

January 6, 2025

Dear members of the Sioux Falls City Council:

As the Dean of the College of Science at the University of Notre Dame, I am writing to express my full support for the proposal by the Museum of Biodiversity to acquire specimens from the Delbridge Museum of Natural History.

These specimens represent an invaluable contribution to the study and appreciation of biodiversity, serving as a bridge between education, research, and public outreach. At Notre Dame, we are committed to advancing knowledge in the life sciences, and incorporating these specimens into our collection would enhance our ability to educate students, engage the public, and support scientific research.

Acquiring and preserving these specimens aligns with the mission of the Museum of Biodiversity to foster an understanding of the natural world and inspire stewardship for future generations. We are confident that the specimens will be utilized and cared for in a way that honors their historical and scientific significance.

I respectfully urge the Sioux Falls City Council to approve this proposal, which will ensure the continued preservation and impactful use of these extraordinary specimens.

Thank you for considering this important matter.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Santiago Schnell".

Santiago Schnell, D. Phil.
William K. Warren Foundation Dean
Professor of Biological Sciences
Professor of Applied and Computational Mathematics & Statistics

From: [Joanna Larson](#)
To: [Newman, Matthew](#)
Subject: Re: Brockhouse Collection Update and additional requested information
Date: Tuesday, January 7, 2025 11:31:08 AM
Attachments: [image001.png](#)
[Dean support letter.pdf](#)
[ND 2022 FORM 990 PUBLIC DISCLOSURE.pdf](#)

This Message Is From an External Sender

This message came from outside your organization.

Hi Matt,

Attached are a letter of support from the dean of the College of Science and the most recent public copy of Notre Dame's 990. Below is information that I hope answers your other requests for information.

We would aim to remove the items from the Great Plains Zoo in late May - early June of 2025. The elephant will be installed immediately upon arrival. Other specimens will be on display in 1-2 years after receipt. The delay reflects that we will need to design new exhibits to integrate or focus on these new specimens. Also, most specimens need some degree of restoration, which will take time to be done correctly. We also anticipate that most will be moved to new bases for consistency with our existing mounts and with each other. This work will be done by the university's on-staff carpenters, who have experience doing this type of work for us.

In our current space, we will likely not have everything on display at one time, but will feature different specimens over time through rotating exhibits. Others that are not in exhibits will be available to view on special "behind the scenes" events, such as home football games, or weekly student-led tours during which the public is invited to tour the collection spaces of the museum. All exhibits and open houses are free to the public. Our ten-year plan is to construct a new museum of science building that will be free to the public, following the model of Notre Dame's Raclin Murphy Museum of Art that recently opened. The specimens from the Delbridge Collection will form the core of the natural history exhibits in this new space. Specimens will be exhibited in glass display cases to ensure their safety and that of visitors. Our goal is for audiences to be able to interact with the specimens in multiple ways, from a traditional observational perspective to more active learning activities through touch-screens or web-based interfaces accessed by scanning a QR code on a smartphone. The goal of these activities will be to deepen visitors' understanding of the natural world and connect them to current topics of research in biology.

Notre Dame is in an excellent position to ensure the long term care for these specimens given its large endowment and engaged donors who enthusiastically support such initiatives. All specimens will be stored in climate-controlled (temperature and humidity) spaces at all times with security systems and appropriate pest management.

Please let me know if there is any additional information that you think it would be helpful to include.

Best,
Joanna

Brockhouse Collection at Delbridge Museum

Sioux Falls Parks and Recreation Great
Plains Zoo

224 W. Ninth St.
Sioux Falls, SD 57104

December 24, 2024

To Whom it may concern –

This letter is to confirm that Jeremy Gibbs brought the acquisition of the Brockhouse Collection to the Board of Directors during our monthly Board Meeting on September 17th, 2024, and it was unanimously agreed to apply for the full collection.

Moving this amount of taxidermy is a task we are familiar with. We have moved larger collections without issue. We currently own a box truck, and we have a partnership with a transport company that will be sufficient for all the taxidermy listed.

The estimated cost is mostly boarding, travel, and man hours. We believe the original budget for transport was a bit embellished. However, our estimated cost to transport is approximately \$10,000.00, but we have a budget of \$20,000.00 for the new prospects. Of course, this will be increased shall we be granted the full collection after all.

We also want to thank you very much for this opportunity. Although it saddens us that the collection will be broken apart and pieced out, and that we will not be granted everything, we are excited to be in consideration for the partial collection. We will cherish these pieces the same. We understand whole heartily that we can never compete with an Ivy League School, but we will never give up. One day such a collection as this one will be granted to our establishment.

At the risk of losing a little face, we would like to make a plea. Notre Dame is getting quite the collection. Withdrawal of one piece wouldn't make much difference for such an entity, but a significant piece could make a great impact for us. I would love to be the new owners of the walrus. It would mean so very much to us. It's the one singular thing I fell in love with on our visit, that stood apart from everything else for me and is the number one thing I think of on a regular basis.

Once approved in February we could collect them within a month, with most of the collection going on display right away.

Thank you again,
Jeremy Gibbs- CEO
Nicholas Morgan – CFO
Kimberly Gibbs - Treasurer

THE ODDITIES MUSEUM
ATLANTA | GEORGIA

3870 NORTH PEACHTREE RD | STE C | CHAMBLEE | GA | 30341
678.923.6676 | WWW.THEODDITIESMUSEUM.ORG
THE ODDITIES MUSEUM IS A 501(C)(3) NONPROFIT ORGANIZATION, EIN #87-1131532.



The Institute for
Natural History Arts

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January 9, 2025

Re: Delbridge Museum Taxidermy Collection

Dear Mr. Newman,

We are very pleased to hear the Brockhouse Collection will be finding a new home and appreciate the opportunity to acquire the remaining pieces. After careful consideration and on behalf of our officers and board members, the Institute for Natural History Arts would like to accession into our permanent collection the following specimens.

133 02085540-000 Giant Eland

134 02085790-000 Hunters Hartebeest

These pieces will be on permanent display in our NJ facility where they will be used to educate students on the historic processes of taxidermy. They will immediately upon arrival undergo a conservation-based cleaning and stabilization.

The value in these pieces is their ability to illustrate the various problems that arise with taxidermy as it ages, and we look forward to highlighting their damage as a learning tool. They will be in constant care and undergo routine maintenance with our current collection to prevent further damage and degradation.

Please let me know if you have any questions and thank you for this opportunity.

Sincerely,

George A. Dante, Jr
President and Founder

2024
MIDCO AQUATIC CENTER OPERATING DASHBOARD
(Unaudited)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	YTD Total
Statistics												
<u>Attendance</u>												
Daily Attendance	3,852	5,878	7,198	5,456	5,247	6,405	6,089	4,750	3,525	3,130	3,168	54,698
Swim Pass Attendance	4,571	5,823	6,165	5,753	8,930	13,564	13,862	12,263	6,248	5,832	4,144	87,155
Swim Lesson Attendance	3,621	2,282	3,925	154	79	2,043	1,615	-	-	17	-	13,736
Swim Team Attendance	2,398	1,910	624	2,035	1,933	622	365	190	2,269	2,948	2,661	17,955
Swim Meet Attendance	4,113	5,526	-	1,137	4,452	6,114	62	11	1,005	653	738	23,811
Other Attendance	681	3,206	1,226	2,511	1,369	681	404	564	747	802	680	12,871
Total Attendance	19,236	24,625	19,138	17,046	22,010	29,429	22,397	17,778	13,794	13,382	11,391	210,226
Average Daily Attendance	641	879	617	588	710	981	747					2,362
<u>Passes</u>												
Fall, Winter, Spring Passes Sold	-	-	-	-	-	-	-	-	21	7	5	33
Annual Passes Sold	170	160	157	201	290	352	173	152	178	140	103	2,076
Total Passes Sold	170	160	157	201	290	352	173	152	199	147	108	2,109
<u>Other</u>												
Lesson Registrations	70	82	105	55	17	313	16	13	16	6	10	703
Class/Event Registrations	72	464	79	37	37	38	7	54	20	30	43	881
Meeting Room Reservations	20	25	42	20	27	21	20	14	23	29	29	270
Meeting Room Hours Reserved	31	38	78	38	48	37	36	25	37	52	55	473
Swim Lane Hours Reserved	1,393	919	413	972	570	336	144	74	1,500	1,801	1,523	9,644
Revenue												
Daily Admission	\$ 16,999	\$ 26,222	\$ 32,181	\$ 22,579	\$ 25,812	\$ 30,631	\$ 29,467	\$ 23,036	\$ 15,441	\$ 13,385	\$ 13,739	\$ 249,491
Passes	28,306	23,928	26,707	28,927	65,610	81,813	30,619	21,046	27,990	20,510	17,058	372,514
Programming Registrations	10,908	29,438	8,744	10,273	10,659	15,620	6,382	4,227	3,937	2,707	2,833	105,728
Meeting Room Reservations	1,400	1,888	3,975	1,975	2,600	-	1,825	-	2,063	2,588	2,725	21,038
Swim Lane Reservations	8,083	3,844	3,069	4,436	4,172	-	680	-	6,782	7,475	7,404	45,946
Other	22,023	105	62	69	5,053	220,086	75	66	20	26	5,013	252,599
Total Revenue	\$ 87,720	\$ 85,425	\$ 74,738	\$ 68,258	\$ 113,907	\$ 348,150	\$ 69,048	\$ 48,375	\$ 56,232	\$ 46,692	\$ 48,772	\$ 1,047,316
Expenses												
Personnel*	\$ 82,436	\$ 134,630	\$ 133,163	\$ 128,842	\$ 187,550	\$ 153,219	\$ 158,080	\$ 156,221	\$ 127,415	\$ 122,451	\$ 189,877	\$ 1,573,884
Building R&M	733	16,959	12,818	24,701	15,827	1,314	48,314	32,345	17,718	8,273	49,735	228,737
Supplies & Materials	-	20,795	15,741	26,138	21,180	10,056	23,959	20,244	19,981	11,287	6,187	175,570
Utilities	23,110	33,844	38,874	48,539	23,987	39,336	35,496	42,633	33,439	28,575	25,742	373,575
Other	1,431	2,725	14,670	3,817	2,383	5,482	7,292	30,523	1,352	3,903	2,780	76,360
Total Expenses	\$ 107,710	\$ 208,953	\$ 215,267	\$ 232,037	\$ 250,927	\$ 209,408	\$ 273,141	\$ 281,966	\$ 199,906	\$ 174,490	\$ 274,321	\$ 2,428,126
*May and Nov have 3 pay periods	2	2	2	2	2	3	2	2	2	2	2	
Summary												
Total Revenue	\$ 87,720	\$ 85,425	\$ 74,738	\$ 68,258	\$ 113,907	\$ 348,150	\$ 69,048	\$ 48,375	\$ 56,232	\$ 46,692	\$ 48,772	\$ 1,047,316
Total Expenses	107,710	208,953	215,267	232,037	250,927	209,408	273,141	281,966	199,906	174,490	274,321	2,428,126
Operating Surplus/(Loss)	\$ (19,990)	\$ (123,528)	\$ (140,529)	\$ (163,780)	\$ (137,020)	\$ 138,742	\$ (204,093)	\$ (233,591)	\$ (143,674)	\$ (127,798)	\$ (225,549)	\$ (1,380,810)

**City of Sioux Falls Golf Courses
Income Statement
November 30, 2024**

----- Current Month -----					
Prairie Green	Elmwood	Kuehn Park	Consolidated	Budget	Prior Year
167	1,096	646	1,909	-	2,270
1,510	4,814	2,948	9,271	-	13,576
26,298	23,305	6,295	55,898	36,800	16,053
385	423	323	1,131	-	1,343
1,256	4,278	1,235	6,770	-	11,038
5,080	2,613	535	8,228	6,615	9,822
-	-	-	-	-	-
34,528	35,433	11,336	81,297	43,415	51,832
3,311	7,347	238	10,896	13,890	8,598
1,002	954	103	2,059	2,272	3,965
4,313	8,301	341	12,955	16,162	12,563
30,216	27,132	10,995	68,342	27,253	39,269
14,418	14,643	7,106	36,166	28,038	24,841
-	-	-	-	1,300	29
2,568	3,151	128	5,846	5,096	3,340
30,771	49,401	10,102	90,274	84,623	82,753
3,076	4,173	2,818	10,067	11,209	5,993
42,248	38,221	11,285	91,754	70,463	67,494
49	139	-	188	-	-
93,130	109,728	31,438	234,296	200,729	184,450
(62,914)	(82,596)	(20,443)	(165,953)	(173,476)	(145,181)
-	-	-	-	-	-
-	5,902	-	5,902	3,816	3,558
4,572	-	-	4,572	2,400	3,168
(5,926)	(3,392)	(1,296)	(10,614)	(11,500)	(10,565)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
(64,268)	(80,086)	(21,739)	(166,093)	(178,760)	(149,020)

Rounds Played

Revenues

Greens Fees	428,533
Pro Shop	244,244
Driving Range	111,291
Carts	453,007
Food & Beverage	374,642
Annual Passes	377,861

Total Revenues

Cost of Goods Sold

Merchandise	95,364
Food & Beverage	123,311

Gross Profit

Operating Expenses

Pro Shop	182,000
Driving Range	3,741
Carts	153,376
Course Maintenance	625,600
Food & Beverage	107,527
General & Administration	460,956
Membership	49

Total Operating Expenses

EBITDA

City Purchased Assets	-
Hotel Lease Income	-
Interest Income	50,255
Depreciation	(65,099)
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
38,064	62,129	30,232	130,425	105,000	115,652
428,533	816,429	288,344	1,533,305	1,303,050	1,268,009
244,244	301,009	44,788	590,041	582,705	511,801
111,291	104,164	70,280	285,734	252,495	258,454
453,007	647,569	189,146	1,289,722	1,112,325	1,137,506
374,642	506,520	57,952	939,115	887,317	853,909
377,861	354,441	180,335	912,637	807,000	791,866
1,989,578	2,730,132	830,844	5,550,554	4,944,892	4,821,545
95,364	166,386	20,587	282,337	255,380	252,042
123,311	150,034	21,971	295,316	281,421	269,681
218,674	316,420	42,558	577,652	536,801	521,723
1,770,904	2,413,712	788,286	4,972,902	4,408,091	4,299,822
182,000	210,761	117,281	510,042	522,168	477,729
3,741	10,045	4,505	18,292	22,205	18,286
153,376	174,492	26,117	353,985	353,221	332,323
625,600	762,349	166,468	1,554,416	1,408,944	1,374,677
107,527	174,388	34,650	316,565	298,080	309,471
460,956	490,383	144,426	1,095,765	974,663	910,776
49	139	-	188	3,134	918
1,533,249	1,822,556	493,448	3,849,253	3,582,415	3,424,180
237,655	591,156	294,838	1,123,649	825,676	875,642
-	-	-	-	-	-
-	66,935	-	66,935	42,986	47,642
50,255	-	-	50,255	26,400	9,991
(65,099)	(44,106)	(19,159)	(128,364)	(128,700)	(162,947)
-	(332)	-	(332)	(459)	(1,421)
-	(1,803)	-	(1,803)	-	(3,342)
-	-	-	-	-	-
222,811	611,850	275,679	1,110,341	765,903	765,565