

Williston Park and Recreation Foundation - Regular Meeting
Aug 19, 2026
Williston Area Recreation Center-12:00pm
Jordy Larvick Board Room



- I. Additions or Deletions to the Agenda
- II. Approval of Minutes
 - a. Regular Board meeting
- III. Approval of Financial Statements
- IV. Executive Director/Staff Reports
- V. Requests-
 - a. Fitness Scholarship- \$1631.30
 - i. \$220.50- Michele Moore continuing education
 - ii. \$500.00- Cassandra Greer continuing education (\$500 is our cap)
 - iii. \$467.40- Julie Steinberger Les Mills class subscriptions
 - iv. \$443.40- Olga Mooney Les Mills Class subscriptions
- VI. Old Business
 - a. Giving Hearts Day- Wonders Miracle Field
 - b. CD & Endowments updates- Selection of Financial Institution
 - c. Evolution Sports Complex Updates
- VII. New Business
 - a. Alcohol sales and Agency Services Agreement Approval-
 - b. Horizon Resources Ice Resurfacer Naming Rights Recognition Agreement Approval-
- VIII. Adjourn

Next WPRD Foundation Meeting **Wednesday, September 16, 2026 @ 12:00pm** in the **Jordy Larvick Board Room at the Williston Area Recreation Center (822 18th St E)**

If special accommodations are needed due to a disability, please call the Williston Parks and Recreation Foundation Secretary at (701)774-1513.

Anyone who would like to address the Board needs to be put on the agenda by calling the Williston Parks and Recreation Foundation at (701)774-1513 or emailing Rhonda@wprd.us by Thursday before each meeting.

Board Members: Lorri Amsden (President), Skye Olsen (Vice-President), Justin Graham, Kelly Heller, Larry Grondahl, Karen Guglich, Pace Bates, Park Board President (TBD)

Foundation Liaison, Secretary & Treasurer: Rhonda Ludlum

Non-Voting Members: Joe Barsh, Emily O'Rear, Jessica Farmer

Mission Statement: "Superior Parks, Facilities, and Programs for all to enjoy an active life"



July 22, 2026

**WILLISTON PARKS AND RECREATION DISTRICT FOUNDATION
REGULAR MEETING OF THE FOUNDATION BOARD**

July 22, 2026 | 12:00PM

Williston Area Recreation Center (WARC): Jordy Larvik Board Room

CALL TO ORDER

The meeting was called to order at 12:00PM by Board President Amsden

ROLL CALL

Present: Olsen, Bates, Guglich, Heller

Absent: Amsden, Grondahl, Graham

Also Present:

ADDITIONS AND DELETIONS TO THE AGENDA: Naming right for Ice & Turf Facility approval added to New Business B.

APPROVAL OF MINUTES

Motion by Heller, **Seconded** by Bates we approve the minutes of the previous meeting as received.

Motion Carried

APPROVAL OF FINANCIAL STATEMENTS

Financial Summary		
	June 2026	YTD 2026
Revenue	\$ 5,673	\$ 134,712
Expense	\$ 4,324	\$ 53,186
Net Position	\$ 1,349	\$ 81,527

Asset Composition	
Operating and Restricted Cash	\$ 221,957
Permanent Endowment	\$ 1,040,000

Motion by Guglich, **Seconded** by Bates, to approve WPRD Foundation financial statements

ROLL CALL VOTE:

AYE: Olsen, Bates, Guglich, Heller

NAY: None

ABSENT: Amsden, Grondahl, Graham

Motion Carried



July 22, 2026

EXECUTIVE DIRECTORS REPORT

- Kelly Heller spent his last night as Park Board President last night and Derrick Linghor became the President and Shawn Roness is now the Vice President.
- Pros Consulting presented the final draft of our strategic plan for WPRD operations.
- The commercial real estate agreement for the Hanger with the City of Williston and WPRD was tabled at the park board meeting to go over the terms and conditions of the agreement before it is signed. We did get assurance from JeDunn that this will not affect the project.
- There was a GMP pack 2 approval from JeDunn for the Ice & Turf facility, this was approved at Park Board. They will be breaking ground July 27. The design is almost complete.
- RFCC/WARC projects had to proposals and FCI scored higher and was awarded the project. This will be a phased project.
- Bogeys was removed from Park Board and tabled until the next meeting.
- The golf course is fully under contract.
- SLP project will start within the next 2 weeks.
- Wester Star is just finishing up design and will start fundraising.

OLD BUSINESS

- Giving hearts day
 - A packet was given to the board with a timeline of Giving Hearts Day and basic information. The Foundation Liaison will turn in the application before the August meeting. In August the board will pick who they will sponsor and officially start campaigning and moving forward.

NEW BUSINESS

- CD/Endowment updates
 - Select day/time to interview financial institutions. This will be the a two-day window given to the institutions Aug 13/14 between 10am-2pm with a 1 hour presentation days are open we will email the institutions and have them pick.
 - Select Sub Committee- Larry, Jessica, Pace will be the interview committee. Skye will not attend but he will help write up the interview questions

Motion by Bates, **Seconded** by Guglich , to approve the subcommittee for the financial institution interviews for the Endowment.

ROLL CALL VOTE:

AYE: Olsen, Bates, Guglich, Heller

NAY: None

ABSENT: Amsden, Grondahl, Graham

Motion Carried



July 22, 2026

- Naming rights to Ice & Turf facility approval- Evolution

Motion by Guglich, **Seconded** by Heller, to approve Evolution/WPRD Ice & Turf Facility as the Facility Naming Rights Contract and Recognition Agreement as is.

ROLL CALL VOTE:

AYE: Olsen, Bates, Guglich, Heller

NAY: None

ABSENT: Amsden, Grondahl, Graham

Motion Carried

NEXT MEETING DATE: Aug 19, 2026

ADJOURNMENT

Motion by Guglich, **Seconded** by Bates, to adjourn meeting

Motion Carried



Finance Report

Reporting Period:

July 2026

Prepared By:

Jessica Farmer, WPRD Finance Director

Executive Summary

July financial reporting reflects continued progress in the Foundation's transition to a fund-based structure that more clearly distinguishes unrestricted operations, temporarily restricted resources, and permanently restricted assets. The reclassification of historical restricted balances has now been substantially incorporated into the financial statements, providing the Board with a clearer view of the purpose and availability of Foundation resources.

At July 31, the Foundation reported approximately \$1.26 million in total assets. Of this amount, \$84,576 is held as operating/unrestricted cash, \$133,450 is held as temporarily restricted cash, and \$1.04 million is held as permanently restricted funds intended for the establishment of the Foundation's endowment. This fund structure provides greater transparency between resources available for general Foundation operations and those subject to donor restrictions.

During July, the Foundation received proposals in response to its Request for Proposals for endowment fund management services. Interviews with responding firms have been scheduled as the next step in the selection process, with a recommendation for endowment management expected to be presented to the Foundation Board at its August meeting. Until an investment manager is selected and the endowment is formally established, the \$1.04 million remains held as permanently restricted assets designated for that purpose.

Foundation-wide activity for July resulted in \$304 of revenue and \$4,686 of expenses, producing a monthly decrease in net position of approximately \$4,383. Year-to-date, the Foundation has recognized \$135,387 in revenue and \$57,872 in expenses, resulting in an overall increase in net position of approximately \$77,515. July expenses were primarily related to alcohol inventory purchases and associated sales tax.

All Foundation bank accounts were successfully reconciled through July with no outstanding reconciliation differences. The financial statements now provide a substantially improved representation of the Foundation's operating and restricted activities, while WPRD Staff will continue reviewing classifications and historical activity as part of the ongoing refinement of Foundation financial reporting.

Financial Summary		
	July 2026	YTD 2026
Revenue	\$ 304	\$ 135,387
Expense	\$ 4,686	\$ 57,872
Net Position	\$ (4,383)	\$ 77,515

Asset Composition	
Operating / Unrestricted	\$ 84,576
Temporarily Restricted	\$ 133,450
Permanently Restricted – Future Endowment	\$ 1,040,000
Total Assets	\$ 1,258,026

Monthly Attachments

- Balance Sheet by Fund
- Income Statement by Fund
- Cash Report
- Claims Detail

08/14/26
11:30:46

FOUNDATION-WILLISTON PARKS & RECREATION
Balance Sheet
For the Accounting Period: 7 / 26

Page: 1
Report ID: L150

10 Unrestricted Operating

Assets

Current Assets

Operating Checking - ASBT	67,464.93
Secondary Checking - ASBT	17,111.52

Total Current Assets	84,576.45
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Total Assets	84,576.45
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Liabilities and Equity

Current Liabilities

Accounts Payable	1,647.70
------------------	----------

Total Current Liabilities	1,647.70
---------------------------	----------

Total Liabilities	1,647.70
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Equity

Fund Balance	123,863.67
CURRENT YEAR INCOME/(LOSS)	(40,934.92)

Total Equity	82,928.75
--------------	-----------

Total Liabilities & Equity	84,576.45
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08/14/26
11:30:46

FOUNDATION-WILLISTON PARKS & RECREATION
Balance Sheet
For the Accounting Period: 7 / 26

Page: 2
Report ID: L150

20 Temp Restricted Fund

Assets

Current Assets

Operating Checking - ASBT	132,900.00
Secondary Checking - ASBT	550.00

Total Current Assets	133,450.00
----------------------	------------

Total Assets	133,450.00
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Liabilities and Equity

Total Liabilities

Equity

Fund Balance	15,000.00
CURRENT YEAR INCOME/(LOSS)	118,450.00

Total Equity	133,450.00
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Total Liabilities & Equity	133,450.00
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08/14/26
11:30:46

FOUNDATION-WILLISTON PARKS & RECREATION
Balance Sheet
For the Accounting Period: 7 / 26

Page: 3
Report ID: L150

30 Permanent Restricted Fund

Assets

Current Assets

First International CDAR

1,040,000.00

Total Current Assets

1,040,000.00

Total Assets

1,040,000.00

Liabilities and Equity

Total Liabilities

Equity

Fund Balance

1,040,000.00

Total Equity

1,040,000.00

Total Liabilities & Equity

1,040,000.00

08/14/26
11:30:46

FOUNDATION-WILLISTON PARKS & RECREATION
Income Statement
For the Accounting Period: 7 / 26

Page: 1
Report ID: LB170A

10 Unrestricted Operating

Account Object	Description	Current	Current Year		
		Month	Current YTD	Budget	Variance %
Revenue					
300350	Alcohol Sales Revenue	198.00	16,167.00		16,167.00
300500	Investment Income	105.59	769.76		769.76
	Total Revenue	303.59	16,936.76	0.00	16,936.76
Expenses					
401100	Cost of Good Sold				
1130	Alcohol Purchased	2,996.10	12,531.76		-12,531.76
	Total Account	2,996.10	12,531.76		-12,531.76
410200	Administrative				
1140	Professional Development		875.00		-875.00
	Total Account		875.00		-875.00
410400	Bank & Merchant Fees				
1000	General		21.75		-21.75
	Total Account		21.75		-21.75
410700	Sales Tax Expense				
1000	General	1,690.04	1,902.54		-1,902.54
	Total Account	1,690.04	1,902.54		-1,902.54
420300	Marketing & Advertising				
1510	Marketing & PR		1,566.20		-1,566.20
	Total Account		1,566.20		-1,566.20
420400	Grants & Scholarships				
1500	WPRD General		116.00		-116.00
1540	Fitness Programs		4,071.22		-4,071.22
1550	Special Events		2,000.00		-2,000.00
1560	Golf Course		1,000.00		-1,000.00
1570	Recreation Programs		10,900.00		-10,900.00
1610	Club Baseball		15,000.00		-15,000.00
1615	Club Baseball - BRWS		5,000.00		-5,000.00
1620	Club Softball		1,000.00		-1,000.00
1630	Club Basketball		1,000.00		-1,000.00
1710	Community Initiatives		500.00		-500.00
	Total Account		40,587.22		-40,587.22
420500	Tavel & Meetings				
1120	Meals & Food Supplies		387.21		-387.21

08/14/26
11:30:46

FOUNDATION-WILLISTON PARKS & RECREATION
Income Statement
For the Accounting Period: 7 / 26

Page: 2
Report ID: LB170A

10 Unrestricted Operating

Account Object	Description	----- Current Year -----			
		Current Month	Current YTD	Budget	Variance %
	Total Account		387.21		-387.21
	Total Expenses	4,686.14	57,871.68	0.00	-57,871.68
	Net Income from Operations	-4,382.55	-40,934.92		
	Net Income	-4,382.55	-40,934.92		

08/14/26
11:30:46

FOUNDATION-WILLISTON PARKS & RECREATION
Income Statement
For the Accounting Period: 7 / 26

Page: 3
Report ID: LB170A

20 Temp Restricted Fund

Account Object	Description	Current Year -----			
		Current Month	Current YTD	Budget	Variance %
Revenue					
300100	Contributions		118,450.00		118,450.00
	Total Revenue	0.00	118,450.00	0.00	118,450.00
	Net Income from Operations		118,450.00		
	Net Income	0.00	118,450.00		

Note: Formula for % columns = revenue*100/total expense for Fund.

08/14/26
11:30:46

FOUNDATION-WILLISTON PARKS & RECREATION
Cash Report
For the Accounting Period: 7/26

Page: 1
Report ID: L160

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
10 Unrestricted Operating						
100100 Operating Checking - ASBT	67,362.88	102.05	0.00	0.00	0.00	67,464.93
100110 Secondary Checking - ASBT	21,514.62	201.54	0.00	0.00	4,604.64	17,111.52
Total Fund	88,877.50	303.59			4,604.64	84,576.45
20 Temp Restricted Fund						
100100 Operating Checking - ASBT	132,900.00	0.00	0.00	0.00	0.00	132,900.00
100110 Secondary Checking - ASBT	550.00	0.00	0.00	0.00	0.00	550.00
Total Fund	133,450.00					133,450.00
30 Permanent Restricted Fund						
100500 First International CDAR	1,040,000.00	0.00	0.00	0.00	0.00	1,040,000.00
73 CLAIMS CLEARING FUND						
100110 Secondary Checking - ASBT	0.00	0.00	4,604.64	4,604.64	0.00	0.00
Totals	1,262,327.50	303.59	4,604.64	4,604.64	4,604.64	1,258,026.45

*** Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.

08/14/26
11:30:47

FOUNDATION-WILLISTON PARKS & RECREATION
Claim Details
For the Accounting Period: 7/26

Page: 1
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33	-99867E	3 MORELLIS DISTRIBUTING	89.50					
07/02/26								
1	2020589	07/02/26	89.50*			10 401100	1130	100110
34	-99864E	3 MORELLIS DISTRIBUTING	24.50					
1	2020758	07/09/26 07/09/26	24.50*			10 401100	1130	100110
44	-99860E	3 MORELLIS DISTRIBUTING	206.00					
1	2021132	07/23/26	206.00*			10 401100	1130	100110
45	-99866E	4 DELANEY DISTRIBUTING	433.05					
07/06/26								
1			433.05*			10 401100	1130	100110
46	-99865E	4 DELANEY DISTRIBUTING	415.70					
07/10/26								
1			415.70*			10 401100	1130	100110
47	-99863E	4 DELANEY DISTRIBUTING	544.45					
07/17/26								
1			544.45*			10 401100	1130	100110
48	-99861E	4 DELANEY DISTRIBUTING	487.75					
07/24/26								
1			487.75*			10 401100	1130	100110
49	-99859E	4 DELANEY DISTRIBUTING	407.90					
07/31/26								
1			407.90*			10 401100	1130	100110
50	-99862E	3 MORELLIS DISTRIBUTING	305.75					
07/21/26								
1			305.75*			10 401100	1130	100110
51	-99858E	1 ND TAX	155.98					
Sales Tax								
1			155.98*			10 410700	1000	100110
52	-99857E	1 ND TAX	1,534.06					
Sales Tax								
1			1,534.06*			10 410700	1000	100110

08/14/26
11:30:47

FOUNDATION-WILLISTON PARKS & RECREATION
Claim Details
For the Accounting Period: 7/26

Page: 2
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
53	E	3 MORELLIS DISTRIBUTING	81.50					
1		2021286 07/30/26	81.50*			10 401100	1130	100110
		# of Claims 12 Total:	4,686.14					
		Total Electronic Claims	4,686.14					
				Total Non-Electronic Claims				

08/14/26
11:30:47

FOUNDATION-WILLISTON PARKS & RECREATION
Fund Summary for Claims
For the Accounting Period: 7/26

Page: 3
Report ID: AP110

Fund/Account	Amount
10 Unrestricted Operating	
100110 Secondary Checking - ASBT	4,686.14
Total:	4,686.14

08/14/26
11:30:47

FOUNDATION-WILLISTON PARKS & RECREATION
Claim Approval Signature Page
For the Accounting Period: 7 / 26

Page: 4
Report ID: AP100A

Reviewed and Approved By

Name: _____

Date: _____

Request for Funds
Williston Parks and Recreation District Foundation

February 2026



Funding Request

Date Requested: 8/19/26
Organization/Individual Submitting Request: ARC Fitness Rhonda Ludlum
Primary Contact Person: Rhonda Ludlum
Contact Phone: 701-580-1754
WPRD Co-Sponsor (required): _____
Amount Requested: \$1631.30
Total Project/Activity Cost: _____
Project/Activity Description:

Fitness Scholarships

\$220.50- Michele Moore continuing education
\$500.00- Cassandra Greer continuing education (\$500 is our cap)
\$467.40- Julie Steinberger Les Mills class subscriptions
\$443.40- Olga Mooney Les Mills Class subscriptions

Funding Decision

☐ Approved ☐ Not Approved

Foundation Signature: _____

Date: _____

Foundation Board: President Lorri Amsden, Vice President Skye Olsen, Justin Graham, Karen Guglich, Kelly Heller, Larry Grondahl, Pace Bates, Joe Barsh, Rhonda Ludlum

Contact: WPRD Foundation | PO Box 1153 Williston, ND 58802 | 701-774-1513

Located: Williston Area Recreation Center 822 18th St E Williston, ND 58802



Order summary 

~~\$245.00~~
\$220.50



Order #15994

Thank you, Michele!

Your order is confirmed

You'll receive a confirmation email with your order number shortly.

Order details

Contact information

m.torgy@yahoo.com

Payment method

ending with 5380 - \$220.50

Billing address

Michele Moore
1533 53rd St W
Williston ND 58801
United States
+14066982497

Order completed with **shop** 

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Shopping cart

Product image	Description	Quantity	Price
 1	Making EVERY Client a Success: A Tool Kit for Behavior Change (2* CEU Hours)Price	1	Free
 1	Zen, Science, and Better Client Results (4* CEU Hours)Price	1	\$49.00
 1	Arthritis Exercise Integration (2* CEU Hours)Price	1	\$29.00
 1	Part 2: Helping Your Clients Become Their Best 2 (5* CEU Hours)Price	1	\$69.00
 1	Youth Fitness: Herding Ferrets, Building Champions and Coaching in a Maelstrom (4-5* CEU Hours)Price	1	\$59.00
	Connection: The Key to Improving Body Image in Fitness (3 CEU Hours)Price	1	\$39.00



Order Total(before taxes)
\$0.00

Past Balance Due(before taxes)
\$0.00

Cassandra Greer

Payments

Date	Order Amount	Tax Amount	Total
------	--------------	------------	-------

Applicable Taxes are added at the time the payment is made.

Order 2916893

Order Date
Tuesday, April 14, 2026

Enrollment ID
2916893

Order Total(before taxes)
\$520.00

Past Balance Due(before
taxes)
\$0.00

Items:

- 1 - Certify for Life
- 1 - CPR/AED Certification Program v 2025
- 1 - Strength and Conditioning

Enrollment Agreement

Payments

Date	Order Amount	Tax Amount	Total
04/14/2026	\$43.33	\$0.00	\$43.33
05/14/2026	\$43.33	\$0.00	\$43.33
06/14/2026	\$43.33	\$0.00	\$43.33
07/14/2026	\$43.33	\$0.00	\$43.33
Total	\$173.32	\$0.00	\$173.32

Scheduled Payments

Date	Order Amount	Tax Amount
08/14/2026	\$43.33	+ Taxes TBD
09/14/2026	\$43.33	+ Taxes TBD
10/14/2026	\$43.33	+ Taxes TBD
11/14/2026	\$43.33	+ Taxes TBD
12/14/2026	\$43.33	+ Taxes TBD
01/14/2027	\$43.33	+ Taxes TBD
02/14/2027	\$43.33	+ Taxes TBD
03/14/2027	\$43.37	+ Taxes TBD
Total	\$346.68	

Applicable Taxes are added at the time the payment is made.



Hi Julie Steinberger,

Thank you for your order — it's now under way!

You'll find details of your order confirmation below.

YOUR INVOICE FOR ORDER #7000558733

Placed on 02 March 2026, 14:28

BILLING INFORMATION

Julie Steinberger
4990 Lake View Loop
Williston, North Dakota, 58801
United States
T: 6023993919

PAYMENT METHOD

Credit Card

Credit Card Type
Visa

Credit Card Number
xxxx-6790

Items	Qty	Price
BODYCOMBAT 106 - Original - Q1/2026 SKU: MMRDBC106	1	\$38.95
LES MILLS TONE 32 - Original - Q1/2026 SKU: MMRDTN032	1	\$38.95
BODYPUMP 136 - Original - Q1/2026 SKU: MMRDBP136	1	\$38.95
BODYSTEP 142 - Original - Q1/2026 SKU: MMRDBS142	1	\$38.95
	Subtotal	\$155.80
	Grand Total	\$155.80

Thank you,

Les Mills U.S. Trading, Inc

If you notice an error on your digital release you must bring it to our attention within 7 days of receiving this receipt as we are unable to process a refund of the item(s) if it's been longer than 7 days and/or the item(s) has been downloaded since the order was processed. Thank you.



Hi Julie Steinberger,

Thank you for your order – it's now under way!

You'll find details of your order confirmation below.

YOUR INVOICE FOR ORDER #7000567352

Placed on 16 March 2026, 14:03

BILLING INFORMATION

Julie Steinberger
4990 Lake View Loop
Williston , North Dakota, 58801
United States
T: 6023993919

PAYMENT METHOD

Credit Card

Credit Card Type
Visa

Credit Card Number
xxxx-6790

Items	Qty	Price
LES MILLS STRENGTH DEVELOPMENT 16 - Original - Q4/2025 SKU: MMRDSD016	1	\$38.95
LES MILLS STRENGTH DEVELOPMENT 17 - Original - Q1/2026 SKU: MMRDSD017	1	\$38.95
LES MILLS SHAPES 7 - Original SKU: MMRDSH007	1	\$38.95
LES MILLS SHAPES 8 - Original SKU: MMRDSH008	1	\$38.95
	Subtotal	\$155.80
	Grand Total	\$155.80

Thank you,

Les Mills U.S. Trading, Inc

If you notice an error on your digital release you must bring it to our attention within 7 days of receiving this receipt as we are unable to process a refund of the item(s) if it's been longer than 7 days and/or the item(s) has been downloaded since the order was processed. Thank you.



Hi Julie Steinberger,

Thank you for your order — it's now under way!

You'll find details of your order confirmation below.

YOUR INVOICE FOR ORDER #7000571295

Placed on 01 June 2026, 20:44

BILLING INFORMATION

Julie Steinberger
4990 Lake View Loop
Williston, North Dakota, 58801
United States
T: 6023993919

PAYMENT METHOD

Credit Card

Credit Card Type

Visa

Credit Card Number

xxxx-6790

Items	Qty	Price
BODYCOMBAT 107 - Original - Q2/2026 SKU: MMRDBC107	1	\$38.95
LES MILLS TONE 33 - Original - Q2/2026 SKU: MMRDTN033	1	\$38.95
BODYPUMP 137 - Original - Q2/2026 SKU: MMRDBP137	1	\$38.95
BODYSTEP 143 - Original - Q2/2026 SKU: MMRDBS143	1	\$38.95
	Subtotal	\$155.80
	Grand Total	\$155.80

Thank you,

Les Mills U.S. Trading, Inc

If you notice an error on your digital release you must bring it to our attention within 7 days of receiving this receipt as we are unable to process a refund of the item(s) if it's been longer than 7 days and/or the item(s) has been downloaded since the order was processed. Thank you.



YOUR CERTIFICATIONS

RELEASES ▾

EVENTS ▾

YOUR FACILITIES

SEARCH JOB LISTINGS

OLGA MOONEY

ACCOUNT SETTINGS

ORDER HISTORY

BACK TO LESMILLS.COM

SIGN OUT

ORDER HISTORY

ORDER HISTORY

CATEGORY



Jun 2, 2026

: 7000568730

: USD \$77.90

ITEM

CATEGORY

QTY

BODYPUMP
No. 137 Digital Release

Releases

1

LES MILLS GRIT
No. 58 Digital Release

Releases

1

Mar 3, 2026

: 7000566561

: USD \$77.90

ITEM

CATEGORY

QTY

LES MILLS GRIT
No. 55 Digital Release

Releases

1

BODYPUMP
No. 136 Digital Release

Releases

1

Dec 9, 2025

: 7000541655

: USD \$69.90

ITEM

CATEGORY

QTY

LES MILLS GRIT
No. 54 Digital Release

Releases

1

Mar 3, 2026

: 7000566581

: USD \$77.90

ITEM	CATEGORY	QTY
LES MILLS GRIT No. 55 Digital Release	Releases	1
BODYPUMP No. 136 Digital Release	Releases	1

Dec 9, 2025

: 7000541665

: USD \$69.90

ITEM	CATEGORY	QTY
LES MILLS GRIT No. 54 Digital Release	Releases	1
BODYPUMP No. 135 Digital Release	Releases	1

Sep 3, 2025

: 7000528260

: USD \$69.90

ITEM	CATEGORY	QTY
BODYPUMP No. 134 Digital Release	Releases	1
LES MILLS GRIT No. 63 Digital Release	Releases	1

Alcohol Sales and Agency Services Agreement

Between

Williston Parks and Recreation District (WPRD)

and

Williston Parks & Recreation Foundation (Foundation)

Effective Date: _____

1. Purpose

This Agreement establishes the terms under which the Foundation appoints WPRD as its exclusive agent for the retail sale of Foundation-owned alcoholic beverages at WPRD facilities. The parties intend to document their longstanding relationship, define accounting and operational responsibilities, and establish a consistent monthly settlement process.

2. Nature of Relationship

The Foundation retains ownership of all alcoholic beverage inventory at all times. WPRD acts solely as the Foundation's sales and collection agent. Nothing in this Agreement transfers ownership of inventory to WPRD or creates a partnership or joint venture.

3. Foundation Responsibilities

- Purchase and pay vendors directly for all alcoholic beverage inventory.
- Maintain ownership of all inventory until sold.
- Obtain and maintain all licenses and permits required by law, including a valid North Dakota alcohol sales permit.
- Provide WPRD copies of current permits upon issuance or renewal.
- Notify WPRD immediately if any permit expires, is suspended, or revoked.
- Maintain accounting records for inventory purchases and related activities.

4. WPRD Responsibilities

- Store and safeguard Foundation inventory.
- Sell Foundation-owned alcoholic beverages through authorized WPRD facilities.
- Collect sales proceeds through WPRD point-of-sale systems.
- Maintain accurate sales records and supporting documentation.
- Comply with all applicable alcohol laws, age verification requirements, and internal policies.
- Remit proceeds to the Foundation in accordance with Section 7.

5. Exclusivity

During the term of this Agreement, the Foundation shall serve as the exclusive provider of alcoholic beverage inventory sold at WPRD-operated facilities unless otherwise agreed in writing by both parties.

6. Pricing

The Foundation delegates day-to-day retail pricing decisions to WPRD management, while retaining overall oversight authority.

Retail prices established for alcoholic beverages will be tax-inclusive. The Foundation shall determine the portion of such proceeds attributable to sales tax and shall be solely responsible for all related tax filings and payments.

7. Monthly Settlement

As part of WPRD's monthly financial close, WPRD shall reconcile alcohol sales for the preceding calendar month. Within fifteen (15) days following month-end, WPRD shall provide the Foundation with (1) a monthly sales summary, (2) a reconciliation of proceeds collected, and (3) payment of gross sales proceeds, less only documented customer refunds, chargebacks, returned payments, approved cashier shortages, or other mutually agreed adjustments.

8. Sales Tax Compliance

The Foundation shall be solely responsible for calculating, reporting, filing, and remitting all applicable federal, state, and local sales taxes arising from the retail sale of alcoholic beverages conducted under this Agreement.

Any interest, penalties, assessments, or other liabilities resulting from the Foundation's failure to timely calculate, report, file, or remit applicable sales taxes shall be the sole responsibility of the Foundation.

9. Accounting Treatment

WPRD shall record alcohol sales proceeds as a liability ('Due to Foundation') and not as WPRD revenue. Monthly remittances shall reduce this liability. The Foundation shall recognize sales revenue in its own accounting records.

10. Inventory Losses

Spoilage, breakage, theft, or other inventory losses shall be documented by WPRD and reported to the Foundation during the monthly settlement process.

11. Suspension of Sales

If the Foundation fails to maintain any required permit or license, WPRD shall immediately suspend alcohol sales until compliance is restored. WPRD shall have no liability for lost sales resulting from such suspension.

12. Records and Audit

Each party shall maintain records supporting this Agreement for the period required by applicable law. Each party may inspect records reasonably necessary to verify monthly settlements.

13. Term and Termination

This Agreement shall remain in effect for five (5) years and automatically renew for successive five-year terms unless either party provides at least 180 days' written notice of termination.

14. General Provisions

This Agreement may be amended only in writing and approved by the governing bodies of both organizations. It shall be governed by the laws of the State of North Dakota.

Signatures

Williston Parks and Recreation District

Joe Barsh
Executive Director

Signature

Date

Williston Parks and Recreation Foundation

Lorri Amsden
President

Signature

Date



**WILLISTON PARKS & RECREATION DISTRICT
FOUNDATION**

**ICE RESURFACER
NAMING RIGHTS AND RECOGNITION AGREEMENT**
("Agreement")

Between
THE WILLISTON PARKS & RECREATION DISTRICT FOUNDATION
(the "Foundation")
and
HORIZON RESOURCES
(the "Donor")

Regarding one ice resurfacer serving the Evolution Sports Complex

Date: August 5, 2026

ICE RESURFACER NAMING RIGHTS AND RECOGNITION AGREEMENT

This Ice Resurfacer Naming Rights and Recognition Agreement (this Agreement) is made and entered into as of the Effective Date stated on the signature page by and between The Williston Parks & Recreation District Foundation, a North Dakota nonprofit corporation (the Foundation), and Horizon Resources, with an address of 317 2nd Street West, Williston, ND 58801 (Donor). The Park District of the City of Williston, North Dakota, also known as the Williston Parks and Recreation District (WPRD or the District), joins this Agreement solely for the limited acknowledgements and consents stated in Section 23.

RECITALS

WHEREAS, the Foundation supports public recreation, parks, facilities, programs, capital improvements, donor-directed giving, naming rights, sponsorships, and related community projects that benefit Williston, North Dakota and the surrounding region;

WHEREAS, WPRD is developing the Evolution Sports Complex (the "Facility"), and the Facility is expected to include three sheets of ice supported by ice resurfacing equipment used during games, tournaments, public skating, practices, figure skating events, and other community programming;

WHEREAS, Donor has expressed its charitable intent to support the Facility and the Foundation through a total pledge commitment of Two Hundred Fifty Thousand Dollars (\$250,000.00), payable over ten years, and has requested public recognition connected to one ice resurfacer serving the Facility (the Sponsored Unit);

WHEREAS, the parties intend for this Agreement to memorialize the Foundation-level naming rights, recognition rights, donor acknowledgement, pledge payment schedule, branding standards, and related conditions for the Sponsored Unit;

WHEREAS, the parties recognize that the useful life of a heavily used ice resurfacer may be shorter than the maximum recognition period offered under this Agreement, and intend that recognition remain tied only to the original Sponsored Unit; and

WHEREAS, this Agreement is subject to Foundation Board approval, confirmation of signing authority, any required WPRD approval or delegated authorization, and legal review before final execution.

NOW, THEREFORE, in consideration of the mutual promises, public recognition, charitable pledge, and other good and valuable consideration described in this Agreement, the parties agree as follows:

1. Definitions

1.1. "Agreement" means this Ice Resurfacer Naming Rights and Recognition Agreement, including all exhibits approved by the parties.

1.2. "Commencement Date" means the date on which recognition rights begin under Section 6.

1.3. Donor means Horizon Resources, and not any parent, affiliate, successor, assignee, or related entity unless expressly approved in writing by the Foundation and WPRD.

1.4. "Facility" means the Evolution Sports Complex located in Williston, North Dakota, including any renamed successor facility that substantially replaces it during the Term.

1.5. "Recognition Name" means the public-facing recognition name approved under Section 5.

1.6. "Sponsored Unit" means one ice resurfacer acquired for and placed into service at the Facility, as identified by WPRD and documented in Exhibit A.

1.7. "Term" means the recognition term described in Section 6.

2. Conditions Precedent; Required Approvals

2.1. This Agreement is not effective unless and until it has been approved by the Foundation Board, signed by authorized representatives of the Foundation and Donor, and acknowledged by WPRD as provided in Section 23.

2.2. Before public announcement, wrap fabrication, installation, or public use of the Recognition Name, the Foundation shall confirm that all required Foundation approvals, WPRD approvals or delegated authorizations, and Donor trademark/brand approvals have been obtained.

2.3. The Foundation and WPRD may condition final implementation on legal counsel review, insurance confirmation for any site work, and receipt of usable logo and brand materials.

3. Pledge Commitment

3.1. Donor pledges a total charitable commitment of Two Hundred Fifty Thousand Dollars (\$250,000.00) to the Foundation for the Facility and related public recreation purposes, subject to the terms of this Agreement.

3.2. Unless the parties approve a different written schedule, Donor shall pay the pledge in ten (10) annual installments of Twenty-Five Thousand Dollars (\$25,000.00) each. The first installment is due on January 4, 2027, or within thirty (30) days after the Foundation issues its first invoice, whichever occurs later. Each later installment is due annually on the same calendar date unless otherwise invoiced by the Foundation.

3.3. Payments shall be made by check or other Foundation-approved method payable to the Foundation and delivered to the address stated in the Notices section, or to another address provided by the Foundation in writing.

3.4. The payment schedule is attached as Exhibit B and may be updated by written administrative acknowledgement of the Foundation and Donor if the total pledge amount and recognition conditions are not materially changed.

4. Use of Funds; Restricted Gift Administration

4.1. The Foundation shall designate the pledge for the Facility and related public recreation purposes approved by the Foundation Board, including acquisition of the Sponsored Unit, facility construction, improvements, equipment, donor recognition, facility-specific capital support, facility-specific stewardship, or other Foundation-approved purposes connected to the Facility.

4.2. The Foundation shall administer funds received under this Agreement in accordance with applicable law, Foundation policies, board-approved charitable purposes, and any written donor restrictions accepted by the Foundation Board.

4.3. The Foundation may provide Donor with customary written acknowledgements of payments received. The Foundation does not provide tax, accounting, or legal advice, and Donor is responsible for determining the tax treatment of any payment or recognition benefit.

4.4. No portion of the pledge may be treated as a personal gift, gratuity, compensation, or benefit to any WPRD official, Foundation director, employee, volunteer, family member, or individual representative.

5. Naming and Recognition Rights

5.1. Subject to the conditions in this Agreement, the Foundation grants Donor non-transferable recognition rights associated with the Sponsored Unit during the Term.

5.2. The Recognition Name shall be "Horizon Resources Ice Resurfacer" or another written name approved by the Foundation, Donor, and WPRD before the wrap or other recognition materials are ordered, installed, announced, or used.

5.3. Recognition may include Donor branding and logo placement on the Sponsored Unit through a professional wrap or similar branding package, donor recognition on Foundation donor lists, recognition in Foundation publications, donor wall recognition, and digital or print references reasonably approved by the Foundation and WPRD.

5.4. This Agreement applies only to the Sponsored Unit. It does not grant Donor naming rights to the entire Facility, any rink, turf area, arena, field, complex, public park, event, tournament, program, locker room, donor wall, or other facility element unless separately approved in a written agreement signed by the necessary parties.

5.5. WPRD retains final authority over Facility design, construction, operations, public safety, wayfinding, branding placement, public communications, equipment specifications, acquisition, maintenance, replacement, and facility standards. The Foundation shall coordinate recognition with WPRD before installation or public use of any Recognition Name.

6. Term of Recognition

6.1. The recognition rights granted in this Agreement shall begin on the later of (a) the Effective Date, (b) Foundation Board approval, (c) WPRD written approval of the wrap design and placement, and (d) the date the Sponsored Unit is first placed into substantial public use at the Facility (the "Commencement Date").

6.2. Unless earlier terminated under this Agreement, the recognition rights shall continue for up to twenty (20) years from the Commencement Date, but only while the original Sponsored Unit remains in service at the Facility (the "Term").

6.3. If WPRD removes or replaces the original Sponsored Unit before the end of the twenty-year period due to age, condition, useful life, operational needs, casualty, or other equipment-management considerations, recognition under this Agreement will conclude when the original Sponsored Unit is permanently removed from service. The replacement unit will constitute a separate naming-rights opportunity, and this Agreement does not transfer recognition to that replacement unit.

6.4. If the original Sponsored Unit remains in service for the full twenty-year period, recognition will remain in place through the end of that period. Continued recognition beyond twenty years requires a separate written agreement approved by the Foundation, Donor, and WPRD.

6.5. If the Facility is not substantially open for public use by December 31, 2031, the parties shall meet in good faith to determine whether to extend the anticipated opening period, redirect unpaid pledge installments, modify the Recognition Name, provide substitute recognition, or terminate this Agreement as to future obligations. Payments already received shall remain designated to the Facility or another Foundation-approved public recreation purpose unless the Foundation Board approves a different treatment consistent with law, Foundation policy, and written donor restrictions accepted by the Foundation.

6.6. Any revisions to the recognition rights must be approved in writing by the Foundation, Donor, and WPRD, and are subject to applicable law, Foundation policy, WPRD policy, and any required board action.

7. Branding and Recognition Standards

7.1. All recognition must be professional, durable, consistent with public facility standards, and appropriate for a publicly owned or publicly operated recreation facility.

7.2. Donor may submit proposed logo files, color standards, and brand standards for use in the Recognition Name. All final design, location, size, materials, installation method, messaging, and public display must be approved by the Foundation and WPRD before fabrication or installation.

7.3. WPRD will facilitate the initial professional wrap or similar branding package for the Sponsored Unit. Unless otherwise approved in writing, reasonable initial recognition costs may be paid from the pledge or another Foundation-approved project budget. Any extraordinary brand-specific changes requested by Donor after approval may be charged to Donor if approved in advance in writing.

7.4. WPRD and the Foundation shall use reasonable efforts to maintain the recognition wrap in good condition, subject to ordinary wear, equipment operations, budget availability, safety, vandalism, maintenance needs, damage, and other circumstances outside the parties' reasonable control.

7.5. WPRD may temporarily remove, cover, repair, replace, or modify the wrap or recognition materials for maintenance, safety, code compliance, event operations, equipment repair, public communications, or public purposes. Any replacement wrap during the Term is subject to WPRD approval and budget availability.

7.6. Donor grants the Foundation and WPRD a limited, nonexclusive, royalty-free license during the Term to use Donor's approved name and logo solely for the recognition purposes described in this Agreement. Donor retains ownership of its trademarks and goodwill.

8. Foundation and WPRD Operational Authority

8.1. Nothing in this Agreement restricts WPRD's or the Foundation's authority to design, construct, open, close, operate, manage, program, lease, license, alter, renovate, expand, repair, replace, transfer, sell, discontinue, or repurpose the Facility, the Sponsored Unit, or any portion of the Facility, subject only to rights expressly stated in this Agreement.

8.2. Donor has no right to control facility operations, equipment selection, staffing, hours, events, programs, marketing, public communications, service providers, procurement decisions, or day-to-day management.

8.3. The parties intend this Agreement to support public recreation and community benefit. The Foundation and WPRD may administer the Agreement consistent with their public, charitable, and operational responsibilities.

9. No Property Interest

This Agreement does not grant Donor any ownership, leasehold, easement, license of real property, possessory right, lien, security interest, right of entry, or other property interest in the Facility, the Sponsored Unit, WPRD property, Foundation property, or any equipment.

10. Public Records, Meetings, and Confidentiality

10.1. Donor acknowledges that WPRD is a public entity and that records, notices, contracts, board materials, procurement documents, meeting materials, and communications related to this Agreement that are held by WPRD may be subject to North Dakota open records and open meetings requirements.

10.2. The Foundation shall handle donor records in accordance with applicable law and Foundation policies. Donor acknowledges that Foundation records may be subject to disclosure to the extent required by applicable law, by a court or administrative order, by Foundation policy, or because the record is held by or shared with WPRD.

10.3. Neither the Foundation nor WPRD promises confidentiality except as permitted by applicable law.

10.4. If Donor submits brand standards, proprietary commercial information, or other materials it believes are exempt or confidential, Donor shall clearly mark the specific information and provide a written explanation of the basis for confidentiality. Final disclosure decisions remain subject to applicable law.

11. Compliance with Law and Policies

11.1. Each party shall perform its obligations under this Agreement in compliance with applicable federal, state, and local law, board policies, Foundation policies, WPRD policies, facility rules, safety requirements, and insurance requirements applicable to that party's activities.

11.2. This Agreement shall be interpreted as a donor recognition agreement only and not as a public purchasing specification, vendor award, product-selection requirement, or procurement preference.

11.3. If wrap fabrication, installation, maintenance, or replacement requires procurement, construction, or contractor engagement by WPRD or the Foundation, the responsible party shall follow applicable procurement, insurance, safety, and public-improvement requirements.

12. Representations

12.1. Each party represents that it has authority to enter into this Agreement, subject to any board approval or conditions stated in this Agreement, and that the person signing for that party is authorized to bind the party after all required approvals are obtained.

12.2. Donor represents that the pledge is made voluntarily and has not been offered or accepted as a personal gift, gratuity, or improper inducement to any public official, board member, employee, volunteer, or individual representative.

12.3. Donor represents that it has, or before public use will obtain, all rights and approvals necessary for the Foundation and WPRD to use the approved Recognition Name, logos, trademarks, and brand materials for the limited recognition purposes described in this Agreement.

12.4. The Foundation represents that it will administer funds received under this Agreement in accordance with applicable law, Foundation policies, written donor restrictions accepted by the Foundation, and board-approved charitable purposes.

12.5. WPRD represents only that its limited acknowledgement is given by an authorized representative after any required WPRD approval or delegated authority has been obtained.

13. Default and Cure

13.1. A party is in default if it materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice from the non-breaching party. If the breach cannot reasonably be cured within thirty (30) days, the cure period will be extended for a reasonable time if the breaching party begins cure within the original thirty (30) days and diligently pursues cure.

13.2. If Donor fails to make a required installment payment, the Foundation shall provide written notice of nonpayment. Donor shall have thirty (30) days after notice to cure. If Donor fails to cure, the Foundation may suspend recognition, remove future recognition, terminate the Agreement as to future obligations, or pursue other remedies available under this Agreement or law.

13.3. The Foundation's and WPRD's removal, suspension, or modification of recognition after an uncured payment default will not require refund of payments already received, unless required by law or approved by the Foundation Board in writing.

14. Termination

14.1. The parties may terminate or amend this Agreement by mutual written agreement signed by the Foundation, Donor, and WPRD if WPRD's consent is necessary due to branding, facility operations, property matters, or public records.

14.2. The Foundation may terminate this Agreement after Donor's uncured material breach, including uncured nonpayment. Donor may terminate this Agreement after the Foundation's uncured material breach.

14.3. The Foundation and WPRD may terminate or modify recognition if continued recognition becomes unlawful, materially inconsistent with public facility operation, prohibited by board policy, impossible due to facility nonconstruction or permanent closure, or reasonably likely to impair public safety or public purpose. The parties shall first attempt in good faith to agree on substitute recognition if practical.

14.4. The Foundation and WPRD may suspend or terminate recognition if Donor's conduct, public actions, criminal misconduct, regulatory findings, or brand use would reasonably cause substantial public disrepute to the Foundation, WPRD, or the Facility. This remedy should be used only after consultation with legal counsel and Foundation Board consideration, unless immediate action is necessary to protect the Foundation, WPRD, or public safety.

14.5. Upon termination, unpaid future installments will be cancelled unless otherwise stated in a written settlement. The Foundation and WPRD may remove or modify Recognition Name materials. Sections intended to survive, including no property interest, public records, tax responsibility, indemnification, limitation of liability, governing law, venue, and prior payment treatment, will survive termination.

15. Assignment and Change in Donor Identity

Donor may not assign this Agreement, transfer the Recognition Name, substitute another entity, or allow another entity to claim the recognition rights without prior written consent of the Foundation and WPRD. A corporate name change, merger, acquisition, restructuring, brand change, or sale of substantially all local assets must be disclosed to the Foundation. The Foundation and WPRD may approve, condition, or reject continued recognition under a changed name or successor identity.

16. Indemnification

16.1. To the extent permitted by law, each party is responsible for its own acts and omissions and those of its officers, directors, employees, agents, volunteers, contractors, and representatives.

16.2. Donor shall indemnify and hold harmless the Foundation and WPRD from third-party claims arising from Donor's trademark materials, brand materials, intentional misconduct, site-access activities, contractor activities, or breach of this Agreement.

16.3. The Foundation's and WPRD's obligations are subject to applicable law, governmental immunities, public entity limitations, budget authority, and available appropriations. Nothing in this Agreement creates a waiver of any immunity, defense, debt limitation, or statutory protection available to WPRD or the Foundation.

17. Insurance; Site Access for Branding Work

17.1. Donor has no right of entry onto WPRD property except as expressly approved by WPRD in writing.

17.2. If Donor or any Donor contractor enters WPRD property for branding, inspection, installation, repair, photography, or related work, Donor shall comply with WPRD site rules and shall provide insurance, indemnity, contractor qualifications, and safety documentation reasonably required by WPRD before entry.

17.3. WPRD may require branding work to be performed only by WPRD, the Foundation, the Facility contractor, or vendors approved by WPRD.

18. Limitation of Liability

No party is liable to another party for consequential, incidental, punitive, special, or lost-profit damages arising from this Agreement. The Foundation and WPRD are not responsible for business expectations, marketing value, sales volume, or economic benefits Donor hoped to receive from recognition.

19. Force Majeure

A party will not be in breach for delay or failure caused by events beyond its reasonable control, including acts of God, weather, fire, flood, epidemic, governmental action, supply shortages, construction delays, labor disruptions, war, terrorism, civil unrest, utility interruption, or other events beyond reasonable control. Payment obligations already due are not excused unless the parties agree in writing.

20. Notices

All notices under this Agreement must be in writing and delivered by personal delivery, recognized overnight courier, certified mail, or email with confirmation of receipt to the contacts below, or to later contacts provided in writing.

Foundation	Donor	WPRD Limited Acknowledgement Contact
The Williston Parks & Recreation District Foundation Attn: Rhonda Ludlum WPRD Foundation Liaison PO Box 1153 Williston, ND 58802 Email: Rhonda@wprd.us	Horizon Resources Attn: Paul Viets 317 2nd Street West Williston, ND 58801 Email: PViets@horizonresources.coop	Park District of the City of Williston, North Dakota Attn: Joe Barsh Executive Director PO Box 1153 Williston, ND 58802 Email: JoeB@wprd.us

21. Governing Law and Venue

This Agreement is governed by the laws of the State of North Dakota, without regard to conflict-of-law rules. Venue for any action arising from this Agreement shall be in a state court of competent jurisdiction in Williams County, North Dakota, unless another venue is required by law.

22. Entire Agreement; Amendment

This Agreement, including its exhibits and final approved signature pages, is the entire agreement between the parties regarding the Sponsored Unit naming recognition described in this Agreement. It supersedes prior oral or written discussions on the same subject, except that pledge materials and board approvals may be used to interpret the parties' intent if attached as exhibits. This Agreement may be amended only by a written instrument signed by the parties whose rights or obligations are affected.

23. WPRD Limited Acknowledgement and Consent

WPRD signs this Agreement only to acknowledge and consent to recognition on equipment serving a WPRD facility, final wrap approval, facility and equipment operational authority, no property interest, and public records/meetings matters. WPRD is not responsible for collecting Donor pledge payments for the Foundation.

The WPRD signer represents only that the signer has authority to provide this limited acknowledgement after any necessary WPRD Board approval or delegated authorization has been obtained.

24. Foundation Board Approval Condition

This Agreement is not effective unless and until it is approved by the Foundation Board and signed by authorized representatives of the Foundation and Donor. WPRD's acknowledgement must also be signed before the wrap is installed or public recognition is implemented.

25. Counterparts and Electronic Signatures

This Agreement may be signed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic, scanned, or digital signatures may be treated as originals to the fullest extent permitted by law.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives as of the Effective Date stated below.

FOUNDATION:

The Williston Parks & Recreation District Foundation

By: _____

Name: _____

Title: _____

Date: _____

DONOR:

Horizon Resources

By:  _____

Name: Paul Viets

Title: Energy Division Manager

Date: 7/12/2026

LIMITED WPRD ACKNOWLEDGEMENT AND CONSENT:

The undersigned, on behalf of WPRD, acknowledges Section 23 and consents to placement of the approved wrap and use of the Recognition Name on the Sponsored Unit, subject to WPRD final review and approval, equipment and facility operations, and applicable law.

PARK DISTRICT OF THE CITY OF WILLISTON, NORTH DAKOTA / WILLISTON PARKS AND RECREATION DISTRICT

By: _____

Joseph Barsh

Title: Executive Director

Date: _____

EXHIBIT A – SPONSORED UNIT

The Sponsored Unit is one ice resurfacer acquired for and placed into service at the Evolution Sports Complex in Williston, North Dakota. The final make, model, serial number, specifications, branding layout, and date placed into service will be documented below or in a written administrative acknowledgement approved by WPRD, the Foundation, and Donor.

Make/Manufacturer: _____

Model: _____

Serial Number: _____

Date Placed into Service: _____

Approved Recognition Name: _____

Recommended final attachment: include the approved wrap rendering or other branding depiction once the Sponsored Unit and wrap design are final.

EXHIBIT B – PLEDGE PAYMENT SCHEDULE

Installment	Due Date	Amount	Notes
1	January 4, 2027	\$25,000.00	Due upon Foundation invoice unless otherwise agreed.
2	January 4, 2028	\$25,000.00	Due upon Foundation invoice unless otherwise agreed.
3	January 4, 2029	\$25,000.00	Due upon Foundation invoice unless otherwise agreed.
4	January 4, 2030	\$25,000.00	Due upon Foundation invoice unless otherwise agreed.
5	January 4, 2031	\$25,000.00	Due upon Foundation invoice unless otherwise agreed.
6	January 4, 2032	\$25,000.00	Due upon Foundation invoice unless otherwise agreed.
7	January 4, 2033	\$25,000.00	Due upon Foundation invoice unless otherwise agreed.
8	January 4, 2034	\$25,000.00	Due upon Foundation invoice unless otherwise agreed.
9	January 4, 2035	\$25,000.00	Due upon Foundation invoice unless otherwise agreed.
10	January 4, 2036	\$25,000.00	Due upon Foundation invoice unless otherwise agreed.
	Total	\$250,000.00	Total pledge commitment.

EXHIBIT C – RECOGNITION AND BRANDING STANDARDS

- Recognition Name: "Horizon Resources Ice Resurfacer" or other written name approved by the Foundation, Donor, and WPRD.

are subject to WPRD final approval.

- Recognition must be consistent with public recreation facility standards, code requirements, accessibility, safety, equipment operation, and WPRD operational needs.
- Donor logo files must be provided in a usable digital format, and Donor is responsible for confirming that any submitted brand materials may be used for the purposes stated in the Agreement.
- WPRD will facilitate the initial professional wrap or similar branding package for the Sponsored Unit.
- Recognition may be listed in Foundation donor recognition materials, donor walls, publications, digital materials, and project updates, subject to Foundation policy and reasonable editorial control.
- Recognition is tied solely to the original Sponsored Unit and concludes when that unit is permanently removed from service or at the end of twenty years, whichever occurs first.

EXHIBIT D – FOUNDATION BOARD APPROVAL CERTIFICATE

The undersigned officer or authorized representative of the Foundation certifies that the Foundation Board approved this Agreement and authorized the Foundation representative named below to execute the Agreement on behalf of the Foundation.

Date of Board Approval: _____

Board Motion/Resolution No. or Minutes Attached (if any): _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____