

**Goshen Parks and Recreation Board
Regular Meeting Agenda
City Courts Building, 111 East Jefferson Street, Goshen, Indiana
Monday December 20, 2021, 4:30 PM**

- I. **Call to Order**
- II. **Motion to Amend Agenda**
- III. **Approval of the November 2021, Park Board Minutes**
- IV. **Approval of Parks and Recreation Payable Docket, October 2021**

October 2021 Payable Docket

Personnel Services	<u>\$135,745.63</u>
Supplies	<u>\$26,496.92</u>
Other Services and Charges	<u>\$38,613.69</u>
Capital Outlays	<u>\$0.00</u>
Non-Appropriated	<u>\$1,290.97</u>
Total Payable Docket	<u>\$202,147.21</u>

Approval of Parks and Recreation Gifts, October 2021

Gift Expenditures

Gift/Kid's Triathlon	<u>\$642.14</u>
Gift/Misc Donation	<u>\$643.64</u>
Total Gift Expenditures	<u>\$1,285.78</u>

Gift Revenue

Park Gift/Interest	<u>\$22.15</u>
Total Gift Revenues	<u>\$22.15</u>

- V. **Public Presentations and Correspondence**
- VI. **Approval of Superintendent and Director Reports**
- VII. **New Business**
 - 1.) 2022 Park Board Meeting Dates – Heyde
 - 2.) Lawn Medic Service Contract 2022 – Stephens
 - 3.) The Music Place Contracts – Stephens
 - 4.) Monster Message Contracts – Stephens
 - 5.) Race Timer Agreement – Stephens
 - 6.) RS Pest Service Contract 2022 – Stephens
 - 7.) Recreation Service Agreements – Stephens
 - 8.) Park Board Member Term Update – Heyde

VIII. Old Business

None

Distribution:

Park Department

Tanya Heyde
Kevin Yoder
Kimberlee Stephens
Staycie Howland

Parks and Recreation Board

Roger Nafziger
Bill Veenstra
Jenni Samuel
Jennifer Shell

Others

Jeremy Stutsman, Mayor
Donald Shuler, Attorney
Matt Schrock, City Council
Julia King, City Council

Media

Goshen News
Elkhart Truth

The Paper

Park Board Signatures:

Approved this Monday, December 20, 2021

Roger Nafziger, Member

Jennifer Shell, President

James Wellington, Member

Jenni Samuel, Vice President

Bill Veenstra, Secretary ATTEST: _____

GOSHEN PARKS AND RECREATION PARK BOARD MINUTES

Date: November 15, 2021

Time: 4:30 pm

Place: City Courts Building, 111 East Jefferson Street, Goshen, Indiana

Physically Present: Tanya Heyde, Superintendent; Kevin Yoder, Maintenance Director; Kimberlee Stephens, Recreational Supervisor; Staycie Howland, Administrative Office, Don Shuler, Park Attorney; Bill Veenstra, Secretary; Ashley Coto, Youth Advisor

Virtually Present: Jennifer Shell, President; Matt Schrock, City Council

Also Present: Adrian Mora, City Council Youth Advisor; Lori Twedel; Mike Puro.

I. Call to Order

Nafziger called the meeting to order at 4:32 PM.

II. Motion to Amend Agenda

None

III. Approval October 2021 Park Board Minutes

Nafziger called for a motion to approve the Park Board Minutes for October 2021. On a motion by Shell, Seconded by Veenstra, ayes carried.

IV. Approval of Park Payable Docket, September 2021

Nafziger called for a motion to approve the Payable Docket for September 2021 as presented. On a motion by Shell, Seconded by Veenstra, ayes carried.

Approval of Park Gifts Expenditures, September 2021

Nafziger called for a motion to approve the Gift Expenditures for September 2021 as presented. On a motion by Shell, Seconded by Veenstra, ayes carried.

Approval of Park Gifts Revenue, for September 2021

Shell inquired about the pickleball gift. Stephens explained the Pickleball players pay to play in a tournament and the money collected is donated to the Parks Department to assist in maintenance of the courts. Nafziger called for a motion to approve the Gift Revenue for September 2021 as presented. On a motion by Shell, Seconded by Veenstra, ayes carried.

V. Public Presentations and Correspondence

None

VI. Approval of Superintendent and Director Report

Heyde updated the Board on the new Park Maintenance building planning. Shell asked Stephens about the NPRA exam coming up. Stephens explained the exam is tied to the Park and Recreation Professional Certification through offered through the National Parks and Recreation Association that demonstrates experience, qualifications and commitment to Park professions. Nafziger called for a motion to approve the Superintendent and Supervisor Reports for November 2021 as presented. On a motion by Shell, Seconded by Veenstra, ayes carried.

VII. New Business

1. Update on Model School Usage for Pickleball

Stephens updated the Board regarding gymnasium use at Model Elementary School. She explained the number of days of gym use was reduced because there are more school activities taking place this year. Heyde stated the schools have been cooperative and that the Parks Department is very grateful for the partnership.

2. Scherba Service Agreement

Stephens presented the Board with a purchase agreement with Scherba Industries, Inc. to purchase two water Slip-n-Slides. Stephens explained the slides would be placed at Abshire Park during special events and residents would be charged to use the slides. Stephens stated the slides would operate with water. Stephens also noted that with the purchase of two 300 ft. slides with a 10% discount would be about \$18,917.10 per slide.

Nafziger asked if the slides are permanent. Heyde stated the slides are not permanent, they are tailored made to fit the length of the hill and they would be stored while not in use.

Nafziger asked if water would accumulate and create mud at the bottom of the hill. Yoder stated there is a little bit of a grade at the bottom of the hill so there should not be much of an issue.

Nafziger asked about liability. Heyde stated Travelers Insurance had been contacted and liability was discussed. Shuler suggested generating a waiver specific to the use of the slides. Stephens stated protocols specific to the use of the slides would be in place.

Heyde stated the slides were not budgeted for this year however Parks has funds in contractual services from classes and programs that were not offered due to COVID.

Shuler asked if the other companies or vendors offered the same services and if the Parks department were able to obtain two other quotes to follow the City's policy. Heyde stated that they have not found any other companies that offer the purchase of water slide.

Heyde explained the Department found companies that rent similar slides and offer delivery, set up and staffing of the slides. The cost for renting the slides with this sort of fee schedule was quoted for around the same cost to purchase the slides.

Heyde explained the Department reached out to another park department that purchased slides, they have had no issues, and their slide events have been successful.

Schrock asked Yoder if there was a way to pump the water at the bottom of the slide and pump it back up to repurpose it. Yoder stated there we would not be given the slope and length of the hill.

Stephen requested the Board to enter in to and execute the agreements as presented. On a motion by Shell, Seconded by Veenstra, ayes carried.

3. Recreation Service Agreements

Stephens presented the Board with Recreation Agreements for indoor volleyball referees Dwight Gunter and Earl Stutzman. Stephen asked the Board to enter in to and execute the agreements as presented. On a motion by Shell, Seconded by Veenstra, ayes carried.

4. Wind Chimes

Mike Puro and Lori Twedel presented the Board with a request to install wind, tune chimes on a tree in park space and create a meditation garden. Puro and Twedel proposed to purchase seven chimes and to incorporate landscaping. Puro explained the landscape would complete a meditation area. Puro also explained that the chimes have different levels of sound.

Kingsley with the Department of Environmental Resilience suggested using the large Oak tree located at the Rieth Interpretive Center.

Puro stated picking a location with additional room would create a possibility to expand/add to the meditation garden in the future.

Heyde stated the location would be a nice addition to the Sensory Trail.

Heyde supports the project however; Heyde's only concern would be how far the sound would travel in the area. Heyde suggested some interaction with the surrounding residents. Puro noted that the volume could be controlled.

Stephens asked Puro if the chimes would interfere with the storybook trail. Puro noted it would not.

Puro stated if the donation were not enough to cover the chimes, they would be in a position to donate more funds in 2022 to complete landscaping.

Adrian Mora City Council Youth Advisor expressed his concern about storms causing the wind chimes to fall and proposed benches to be installed. Puro stated the chimes would be secured well and there should not be an issue with storm damage.

Nafziger expressed his concern about vandalism. Puro noted that in other park districts this has not been an issue.

On a motion by Shell, Seconded by Veenstra, ayes carried.

VIII. Old Business

None

Park Board Signatures:

Approved this Monday, December 20, 2021

Roger Nafziger, Member

Jennifer Shell, President

James Wellington, Member

Jenni Samuel, Vice President

Bill Veenstra, Secretary ATTEST: _____

BUDGET TO ACTUAL EXPENDITURES (UNAUDITED)

AS OF: OCTOBER 31ST, 2021

204-PARKS AND RECREATION

CULTURE AND RECREATION

83.33% OF YEAR COMP.

NON-DEPARTMENTAL

EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONAL SERVICES</u>						
204-550-00-411.0130 P&R/FULL-TIME PERSON	645,000.00	645,000.00	70,903.86	520,509.78	80.70	124,490.22
204-550-00-411.0140 P&R/PART-TIME PERSON	410,000.00	410,000.00	29,247.93	299,659.42	73.09	110,340.58
204-550-00-411.0151 P&R/INCREMENT PAY	13,600.00	13,600.00	0.00	1,700.00	12.50	11,900.00
204-550-00-411.0152 P&R/LONGEVITY	4,000.00	4,000.00	0.00	2,000.00	50.00	2,000.00
204-550-00-411.0160 P&R/OVERTIME	4,100.00	4,100.00	0.00	2,045.20	49.88	2,054.80
204-550-00-413.0100 P&R/FICA MATCH	69,000.00	69,000.00	5,783.78	48,320.64	70.03	20,679.36
204-550-00-413.0200 P&R/MEDICARE	16,200.00	16,200.00	1,352.66	11,300.79	69.76	4,899.21
204-550-00-413.0300 P&R/RETIREMENT	98,000.00	98,000.00	11,647.08	83,588.60	85.29	14,411.40
204-550-00-413.0400 P&R/UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00
204-550-00-413.0501 P&R/HEALTH INSURANCE	217,000.00	217,000.00	16,660.32	183,764.04	84.68	33,235.96
204-550-00-413.0700 P&R/CELL PHONE	2,400.00	2,400.00	150.00	1,350.00	56.25	1,050.00
204-550-00-413.0701 P&R/CLOTHING/BOOT/FI	2,075.00	2,075.00	0.00	0.00	0.00	2,075.00
204-550-00-413.0702 P&R/CLOTHING	<u>6,200.00</u>	<u>6,200.00</u>	<u>0.00</u>	<u>1,751.34</u>	<u>28.25</u>	<u>4,448.66</u>
TOTAL PERSONAL SERVICES	1,487,575.00	1,487,575.00	135,745.63	1,155,989.81	77.71	331,585.19

SUPPLIES

204-550-00-421.0200 P&R/STATIONERY & PRI	500.00	500.00	0.00	189.87	37.97	310.13
204-550-00-421.0501 P&R/OTHER OFFICE EXP	3,200.00	3,200.00	139.33	1,687.68	52.74	1,512.32
204-550-00-422.0151 P&R/OTHER OPERATING	2,590.00	2,590.00	0.00	19.96	0.77	2,570.04
204-550-00-422.0152 P&R/PAINT	5,000.00	5,000.00	184.54	1,507.16	30.14	3,492.84
204-550-00-422.0153 P&R/GENERAL PROGRAM	28,000.00	28,000.00	0.75	27,730.89	99.04	269.11
204-550-00-422.0154 P&R/OTHER EQUIPMENT	5,000.00	5,000.00	0.00	1,750.00	35.00	3,250.00
204-550-00-422.0210 P&R/GASOLINE, DIESEL,	32,000.00	32,000.00	4,131.72	22,910.42	71.60	9,089.58
204-550-00-422.0251 P&R/OTHER GARAGE & M	1,000.00	1,000.00	93.66	290.96	29.10	709.04
204-550-00-422.0311 P&R/INSTITUTIONAL &	21,000.00	21,000.00	2,375.14	15,423.89	73.45	5,576.11
204-550-00-423.0110 P&R/BLDG MATRS& SUPP	30,000.00	31,680.00	6,190.62	23,598.73	74.49	8,081.27
204-550-00-423.0125 P&R/STREET, ALLEY, & SE	32,300.00	32,300.00	5,704.50	16,445.27	50.91	15,854.73
204-550-00-423.0201 P&R/REPAIR PARTS	4,000.00	4,000.00	0.00	2,844.01	71.10	1,155.99
204-550-00-423.0301 P&R/MACHINERY & TOOL	4,000.00	4,000.00	49.63	2,240.30	56.01	1,759.70
204-550-00-429.0000 P&R/MEMORIAL TREES	0.00	0.00	0.00	0.00	0.00	0.00
204-550-00-429.0001 P&R/PROGRAM SUPPLIES	35,000.00	35,000.00	5,472.65	19,084.70	54.53	15,915.30
204-550-00-429.0002 P&R/OTHER SUPPLIES	<u>30,560.00</u>	<u>30,879.00</u>	<u>2,155.88</u>	<u>23,378.48</u>	<u>75.71</u>	<u>7,500.52</u>
TOTAL SUPPLIES	234,150.00	236,149.00	26,496.92	159,102.32	67.37	77,046.68

OTHER SERVICES/CHARGES

204-550-00-431.0500 P&R/SERVICES CONTRAC	113,700.00	98,700.00	2,622.40	34,563.36	35.02	64,136.64
204-550-00-431.0501 P&R/TREE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
204-550-00-431.0502 P&R/TREES PLANTED	0.00	0.00	0.00	0.00	0.00	0.00
204-550-00-431.0503 P&R/OTHER PROFESSION	30,000.00	30,000.00	500.00	14,100.00	47.00	15,900.00
204-550-00-431.0504 P&R/STREET TREE MAIN	0.00	0.00	0.00	0.00	0.00	0.00
204-550-00-431.0505 P&R/LANDSCAPING	17,450.00	17,450.00	4,386.33	12,170.41	69.74	5,279.59
204-550-00-431.0506 P&R/TREE TRIM REMOVA	0.00	0.00	0.00	0.00	0.00	0.00
204-550-00-431.0507 P&R/LEGAL REIMB	6,000.00	6,000.00	95.00	1,629.60	27.16	4,370.40
204-550-00-432.0201 P&R/POSTAGE	500.00	500.00	0.00	167.80	33.56	332.20
204-550-00-432.0300 P&R/TRAVEL EXPENSES	500.00	500.00	0.00	0.00	0.00	500.00
204-550-00-432.0401 P&R/TELEPHONE	10,000.00	10,000.00	693.09	6,047.14	60.47	3,952.86
204-550-00-433.0200 P&R/PUBLICATION LEGA	150.00	150.00	0.00	0.00	0.00	150.00

BUDGET TO ACTUAL EXPENDITURES (UNAUDITED)

AS OF: OCTOBER 31ST, 2021

275-PARK GIFT FUND

CULTURE AND RECREATION

83.33% OF YEAR COMP.

NON-DEPARTMENTAL

EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>OTHER SERVICES/CHARGES</u>						
275-550-00-439.0009 PARK GIFT/PARK OPERA	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0028 PARK GIFT/COMMUNITY	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0031 PARK GIFT/DISCOVERY	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0501 PARK GIFT/BFKST WITH	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0502 PARK GIFT/DADDY-DAUG	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0503 PARK GIFT/GGH CANCER	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0504 PARK GIFT/KIDS TRYAT	0.00	0.00	642.14	11,288.87	0.00 (	11,288.87)
275-550-00-439.0506 PARK GIFT/RIETH INT	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0507 PARK GIFT/TENNIS LES	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0508 PK GIFT/MISC TREE GI	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0511 PARK GIFT/SKATE PARK	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0513 PARK GIFT/FALL FEST	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0514 PARK GIFT/MEMORIAL	0.00	0.00	0.00	72.48	0.00 (	72.48)
275-550-00-439.0515 PARK GIFT/SPECIAL EV	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0516 PARK GIFT/BALLET	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0517 PARK GIFT/TOMMY'S KI	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0519 PARK GIFT/NIPSCO TRE	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0520 PARK GIFT/POOL RCPTS	0.00	0.00	0.00	24,341.59	0.00 (	24,341.59)
275-550-00-439.0521 PARK GIFT/GAS TAX FO	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0525 PARK GIFT/ARBOR DAY	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0527 PARK GIFT/RECYCLING	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0529 PARK GIFT/FLAG FOOTB	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0530 PARK GIFT/HEAD GATES	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0532 PK GIFT/FIDLER POND	0.00	0.00	0.00	100.00	0.00 (	100.00)
275-550-00-439.0533 PARK GIFT/BALLET SCH	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0534 PK GIFT/BIKE RACKS D	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0536 PK GIFT/YODER-CULP T	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0537 PK GIFT/BARK PARK	0.00	0.00	0.00	1,074.77	0.00 (	1,074.77)
275-550-00-439.0538 PK GIFT/MISC DONATIO	0.00	0.00	643.64	2,318.64	0.00 (	2,318.64)
275-550-00-439.0539 PK GIFT/MILL ST PARK	0.00	0.00	0.00	1,035.00	0.00 (	1,035.00)
275-550-00-439.0540 PK GIFT/SCHOLARSHIP	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0541 PK GIFT/PICKLEBALL G	0.00	0.00	0.00	349.86	0.00 (	349.86)
275-550-00-439.0542 PK GIFT/CHIDDISTER P	0.00	0.00	0.00	0.00	0.00	0.00
275-550-00-439.0543 PK GIFT/ADULT TRYATH	0.00	0.00	0.00	7,957.63	0.00 (	7,957.63)
275-550-00-439.0544 PK GIFT/SAILING CAMP	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER SERVICES/CHARGES	0.00	0.00	1,285.78	48,538.84	0.00 (	48,538.84)
<u>UNAPPROPRIATED</u>						
275-550-00-452.0000 PK GIFT/TRANSFER OUT	0.00	0.00	0.00	12,760.14	0.00 (	12,760.14)
TOTAL UNAPPROPRIATED	0.00	0.00	0.00	12,760.14	0.00 (	12,760.14)
TOTAL NON-DEPARTMENTAL	0.00	0.00	1,285.78	61,298.98	0.00 (	61,298.98)
TOTAL CULTURE AND RECREATION	0.00	0.00	1,285.78	61,298.98	0.00 (61,298.98)
TOTAL EXPENDITURES	0.00	0.00	1,285.78	61,298.98	0.00 (61,298.98)

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BUDGET TO ACTUAL REVENUE (UNAUDITED)

AS OF: OCTOBER 31ST, 2021

275-PARK GIFT FUND

CULTURE AND RECREATION

83.33% OF YEAR COMP.

NON-DEPARTMENTAL

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CULTURE AND RECREATION</u>						
275-450-00-347.0201 PK GIFT/GGH CANCER T	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CULTURE AND RECREATION	0.00	0.00	0.00	0.00	0.00	0.00
<u>MISCELLANEOUS</u>						
275-450-00-360.0100 PK GIFT/BREAKFAST W/	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-360.0101 PK GIFT/FALL FEST	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
<u>CONTRIBUTIONS</u>						
275-450-00-367.0009 PARK GIFT/PARK OPERA	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0010 PF GIFT/ SKATE PARK	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0011 PK GIFT/ INTEREST	0.00	0.00	22.15	268.88	0.00 (	268.88)
275-450-00-367.0012 PK GIFT/BALLET PROGR	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0013 PK GIFT/DADDY-DAUGHT	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0014 PK GIFT/KIDS TRYATHA	0.00	0.00	0.00	6,500.00	0.00 (	6,500.00)
275-450-00-367.0015 PK GIFT/MISC TREE GI	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0016 PK GIFT/POOL RECEIPT	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0017 PK GIFT/RIC PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0018 PK GIFT/TOMMY'S KIDS	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0019 PK GIFT/NIPSCO TREE	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0021 PK GIFT/GAS TAX FOR	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0022 PK GIFT/SPEC EVENT S	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0023 PK GIFT/TENNIS LESSO	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0024 PK GIFT/RIETH PARK G	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0025 PK GIFT/ARBOR DAY RE	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0026 PK GIFT/MEMORIAL BEN	0.00	0.00	0.00	500.00	0.00 (	500.00)
275-450-00-367.0027 PK GIFT/RECYCLING DO	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0028 PK GIFT/COMMUNITY CE	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0029 PK GIFT/FLAG FOOTBAL	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0030 PK GIFT/HEAD GATES L	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0031 PARK GIFT/DISCOVERY	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0032 PK GIFT/FIDLER POND	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0033 PARK GIFT/BALLET SCH	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0034 PK GIFT/BIKE RACKS D	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0035 PK GIFT/BICYCLE ADVI	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0036 PK GIFT/YODER-CULP T	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0037 PK GIFT/BARK PARK	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0038 PK GIFT/MISC DONATIO	0.00	0.00	0.00	3,116.24	0.00 (	3,116.24)
275-450-00-367.0039 PK GIFT/MILL ST PARK	0.00	0.00	0.00	1,549.61	0.00 (	1,549.61)
275-450-00-367.0040 PK GIFT/SCHOLARSHIP	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0041 PK GIFT/PICKLEBALL G	0.00	0.00	0.00	1,500.00	0.00 (	1,500.00)
275-450-00-367.0042 PK GIFT/CHIDDISTER P	0.00	0.00	0.00	0.00	0.00	0.00
275-450-00-367.0043 PK GIFT/ADULT TRYATH	0.00	0.00	0.00	10,560.00	0.00 (	10,560.00)
275-450-00-367.0044 PK GIFT/SAILING CAMP	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRIBUTIONS	0.00	0.00	22.15	23,994.73	0.00 (	23,994.73)
TOTAL NON-DEPARTMENTAL	0.00	0.00	22.15	23,994.73	0.00 (	23,994.73)

BUDGET TO ACTUAL REVENUE (UNAUDITED)

AS OF: OCTOBER 31ST, 2021

275-PARK GIFT FUND

CULTURE AND RECREATION

83.33% OF YEAR COMP.

NON-DEPARTMENTAL

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL CULTURE AND RECREATION	0.00	0.00	22.15	23,994.73	0.00 (	23,994.73)
TOTAL REVENUES	0.00	0.00	22.15	23,994.73	0.00 (	23,994.73)

**Goshen Park and Recreation Department
Superintendent's Park Board Report
Tanya Heyde, November – December 2021**

Volunteers: Partnerships/Networking:

- Elkhart County Community Foundation – Pathways and Trails Master Planning Project; stakeholder, workshops and engagement planning. In May, the ECCF kicked off their Pathways and Trails Master Planning Project with design firm, Yard & Company. The plan focuses on bike pathways and trail connectivity throughout the County.
- Elkhart County Convention and Visitors Bureau – Vibrant Communities Organizing Group and Steering Committee/Outreach Team. Steering Committee Meeting Dec. 2 to plan for the first round of community engagement in February.
- Elkhart County Convention and Visitors Bureau – Quilt Garden (Abshire Park) & Tours. Quilt Garden pattern for 2022 was selected. New for 2022 as part of the 15th anniversary of the Gardens are bronze Seward Johnson sculpture's at the Garden locations. Abshire's sculpture will be "Keep Life in Balance" which is a fun sculpture of a man riding a bicycle.
- Goshen Community Schools – Shared facility use, Middle School and HS cross-country meets at Shanklin, HS softball at Shanklin. Pickleball, youth basketball, adult basketball, adult volleyball and over 40 open gym begins in GCS gymnasiums beginning in November.
- Goshen Public Library – Story Walk, Rieth Interpretive Center trail; outdoor story time.
- Goshen Neighborhood Associations – Neighborhood picnics, adopted landscaped areas, neighborhood events.
- PAC – Pumpkinvine Advisory Committee, Goshen, Elkhart County, Middlebury, Shipshewana and Friends of the Pumpkinvine.
- Community Gardens – Hay Park, Allan J. Kauffman Park and Burdick Park, Greenway Gardens, at Regent Street. Garden season ends October 15.
- Goshen Historical Society – Rotating displays for the Wayne Wogoman Welcome Center and Rieth Interpretive Center.
- Michiana Area Council of Governments – Trail counter, Millrace Trail.

Staff: David Cripe was hired for the permanent part-time custodial position. David has worked for the Department in a temporary seasonal capacity for several years. David's permanent part-time position is effective December 10, 2021.

Education: Red Cross Adult and Pediatric First Aid, CPR, AED and Bloodborne Pathogens certification course was held at Schrock Pavilion on December 1. The course was offered to any Park's staff interested in becoming certified; 12 staff members completed the course.

General Projects:

- Parks Maintenance Building – The project went out for bid in November and bids were opened December 6. One bid was received from R Yoder Inc.:

Base Bid	+ Alternate A	+ Alternate B
\$2,751,600.00	\$2,771,600.00	\$2,769,288.00

On December 13, 2021, based upon a review of the bids and supporting documentation, staff recommended that the proposal be rejected based upon the following:

 1. Only one (1) proposal was received;
 2. Proposal price exceeds the Engineer's Estimate by more than 20%; and
 3. There is insufficient funding to proceed with the project at the proposed price.
- Roof Estimates – Working with Horner Roofing to replace damaged roofs from the 2019 hailstorm. The buildings the Department is looking to repair/replace roofs are the Admin. Office, Rieth Interpretive Center, Schrock Pavilion, Mill Street Park and the Fidler Pond House. The City made an insurance claim for all city assets impacted by the storm. The Department will not repair/replace all damaged roofs but have selected those to repair based on age, damage, depreciation value, park's maintenance plan and continued insurance coverage. Parks Attorney is reviewing agreements for execution.
- Park Pavilions – The Department is acquiring quotes for installation of an open-air pavilion at two park locations, Bakersfield Park and Dykstra Park. The pavilions will be neighborhood pavilions, approximately 24' x 34' in size without restrooms.
- Sensory Trail – Parks continues to work with the Resilience Department on a water feature to be located at Rieth Interpretive Center and an inclusive glider swing to be installed along the Millrace Trail just south of the pedestrian

tunnel. The water feature will be complete this year for activation in the spring of 2022. The glider is expected to be received in March and installed by parks maintenance staff. The Resilience Department has planned for cameras to be installed at Rieth Interpretive Center facing west/south west to view the River and at Fidler Pond Park, near the Welcome Center, facing east across the pond. The cameras will allow for live online access to nature.

- Abshire Park – With support from the Engineering and Utility Department, the Abshire hill has been reshaped. Parks is working to establish grass, and to install a fencerow along the newly developed berm. WD Fencing will install the fence in December weather permitting.
- Tyler Joldersma Skate Park – On December 2 the second public meeting took place at Schrock Pavilion in Shanklin Park. Approximately 10 members of the public attended to layout the equipment within the skate park. The equipment selection took place at the first meeting in June. Next steps – Abonmarche will develop a couple concepts using layout information gathered for review and design. The design will be used for engineering, costs, site plan, bid and permitting.
- Certified Park and Recreation Professional Certification process through the National Parks and Recreation Association. The certification is the national standard for all parks and recreation professionals and will afford us to make a bigger impact on our community and to ensure proficiency- ongoing.
- Goshen Parks application for the National Parks and Recreation Associations Commission for Accreditation of Park and Recreation Agencies (ACPRA) was accepted. The accreditation process will span over two years and will require reaccreditation every five years.
- Pumpkinvine Advisory Committee – Friends of the Pumpkinvine continue work to close Gap 2. The group continues to work on updating its policy for mobility devices and electric bicycles. Working with Friends of the Pumpkinvine to complete an application for Next Level Trails Grant to pave the trail.
- Abshire Park Quilt Garden –The Quilt Garden tours conclude September 15. Pattern selection for 2022 is complete.
- Canal Street Property – Met with Stoneridge regarding the parcel of City owned land along the Millrace, across from Rieth Interpretive Center. Currently railroad ties line the canal and there is a small deck, both needing upgrading. The department had the parcel surveyed and is moving forward with a concept to improve the site. The Department is soliciting for additional quotes.

Recreation Supervisor: Kimberlee Stephens

November Accomplishments:

- **Pickleball**
 - Indoor Pickleball at Model Elementary School Confirmed
 - Weeknights 6pm-9pm and Saturdays 7am-11am
- **Champion Force Cheerleading**
 - Program has resumed at Schrock Pavilion on Mondays from 6-9pm
- **Youth Programs**
 - Winter Dance Sessions are open for registration and filling up quickly
 - Youth Basketball registration is now open for the 2022 season
- **Adult Programs**
 - Fall/Winter basketball and volleyball leagues have begun
 - Pound Fit is indoors now
 - Zumba is indoors now
 - VIBE classes is indoor at Schrock on Tuesdays
- **Mullet Park Disc Golf Course**
 - Added to the new 2022 Park Guide
- **Special Events**
- **Financials**
 - Working on the 2021 annual report.
- **Social Media and Web Pages**
 - Daily updating and advertising on all platforms.
- **DDC and Shanklin Pool**
 - Closed for the season
- **Fidler Pond**
- **2022 Program Guide**
 - Working on preparing for 2022 and updating of all programs and events

- New Events in the works: Water Slide Day at Pringle Park, Park to Park Programming, and Food Truck Days
- Walk with a Doc

Committees/Initiatives

Safety

- Assign OSHA required modules to all park staff
- Monitor completion requirements for modules
- Implementing training and severe weather policies.

Pumpkinvine Committee

- Attend bimonthly meetings

CAPRA Accreditation through NPRA

- Submitted the initial application for approval and it was approved.
- Working on creating, implementing and documenting all standards per CAPRA.
- Site visit planned for fall of 2023.

Nation Parks and Recreation

- Preparing for the Certified Park and Recreation Professional Examination.

December Goals

- Daily preparations for upcoming 2022 Fall and Winter programming and events
- Continue to secure programming dates, facilities, and instructors for 2022
- Continue to attend Pumpkinvine committee meetings.
- Continue working on the 2021 Annual Report and end of the year financials.
- Continue working on the accreditation process for CAPRA
- Safety training for all staff

Maintenance Development Director: Kevin Yoder

November Accomplishments:

- Clean grates
- Playground inspections – 5
- Mow and mulch leaves in parks and sports fields
- Move equipment back from street department parking area after flood water receded
- Empty goose fountain pool and remove fountain and pump, bring back to maintenance shop for winter
- Take tall ladder to Schrock to remove projector and reinstall after repaired
- Finish winterizing pavilions and irrigation systems
- Attend OSHA, first aid/CPR/AED and bloodborne pathogens training
- Install three memorial plaques to replace broken plaques on trees (2 Abshire – 1 Shanklin)
- Paint over graffiti on mill street trail
- Take down pickleball nets and put in storage
- Take down sand volleyball nets and put in storage
- Take down shades over benches at Pringle Splash Pad and put in storage
- Bring 6 tables back Constant Spring used for the summer season
- Blow leaves out of Tommy's playground and pedestrian tunnel so mowers could mulch them
- Install memorial bench pad with plaque and bench by Shanklin Pond
- Pick up trash and mow 33
- Remove homeless tents from Abshire woods
- Remove homeless tent from wooded area by powerhouse plaza
- Move trash can at Rieth Interpretive Center
- Remove Rieth Interpretive Center sign to begin pond less waterfall installation
- Mulch leaves in parks and on trails
- Pick up tables Electric Brew used for summer season
- Cut tall grasses at Main and Plymouth, Rieth Interpretive Center and Welcome Center
- Clean part of fence at Abshire sledding hill
- Remove sticks logs and trash from headgates and flush headgates
- Help install pond less waterfall at Rieth Interpretive Center (2 guys – 8 days)
- Replace boot on furnace vent on the roof at the Administration Office
- Blow and mulch leaves at Administration Office
- Take handicap parking signs to department to reinstall by Tommy's Kids Castle vandals had removed
- Stake homeless tent south end of Millrace near Powerhouse and removed 3 days later

- Clean broken glass off of Plymouth Trail 2 times
- Attend First aid/AED/CPR and bloodborne pathogens training
- Remove brush and grapevines from part of Abshire Sledding Hill fence
- Replaced stained ceiling tiles in Dance studio
- Set up and after use take down parks tent at fire training center
- Help Street Dept. with leaf pick up 2 days, 1 person each day

December Objectives:

- Playground inspections
- Bridge inspection
- General repairs
- Repair and paint picnic tables
- Plow snow as needed
- Install more sound panels in Schrock Pavilion
- Install bottle filler where drinking fountain is in Schrock Pavilion

Facility Coordinator: Frank Shula

November Accomplishments:

- Checked facilities. Keep inventory of cleaning supplies, order supplies when needed. Organize supplies at all facilities on ongoing basis and stock
- Supervise cleaning/rentals. Show potential renters facilities
- Report maintenance issues that I am unable to repair. Serve as contact person during emergencies, during working and non- working hours; responds to emergencies when appropriate.
- Scheduled community service person at schrock
- Cleaned all facilities vacuum cleaners-ordered bags for one
- Shampooed carpet at Schrock Pavilion put up holiday tree at office
- Scheduled A-1, finished leveling and caulking at Pringle Park
- Grease trap reports for Nov. emailed to waste water
- Attended IPEP safety training Nov. 2nd
- Attended First Aid, CPR/AED training at Schrock
- Attended and set up schrock for skateboard meeting
- Set up office for public meeting in studio
- Had projector repaired at Schrock - needed a new bulb
- Set up Schrock, opened and closed for Nipsco use
- Completed Target Solutions training
- Installed new phone at Abshire Cabin
- Received 2022 contract quotes for fertilizing, pest control

December Objectives:

- Send Grease trap reports for end of Dec.
- Ring bell Dec. 15 at 2pm
- Finish position analysis questionnaire
- Obtain another waterproof quote

Park Board Signatures:

Approved this Monday, December 20, 2021

Roger Nafziger, Member

Jennifer Shell, President

Jim Wellington, Member

Jenni Samuel, Vice-President

Bill Veenstra, Secretary: _____

City of Goshen Park Board
2022 Meeting Dates

Monday, January 17, 2022 to be determined (Martin Luther King Jr. Day)

Monday, February 21, 2022

Monday, March 21, 2022

Monday, April 18, 2022

Monday, May 16, 2021

Monday, June 20, 2022 to be determined (Juneteenth National Independence Day)

Monday, July 18, 2022

Monday, August 15, 2022

Monday, September 19, 2022

Monday, October 17, 2022

Monday, November 21, 2022

Monday, December 19, 2022

Park Board Signatures:

Approved this Monday, December 20, 2021

Jennifer Shell, President

Roger Nafziger, Member

James Wellington, Member

Jenni Samuel, Vice President

Bill Veenstra, Secretary ATTEST: _____

RESOLUTION 2021-27

2022 CITY HOLIDAY SCHEDULE

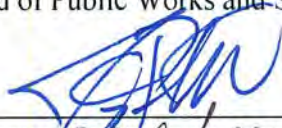
WHEREAS, pursuant to City Ordinance, the Board of Public Works and Safety shall determine on an annual basis a holiday schedule and designate the date to be observed for a holiday should an actual holiday fall on a Saturday or a Sunday.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the dates on which the specified holiday will be observed by the City of Goshen in 2022:

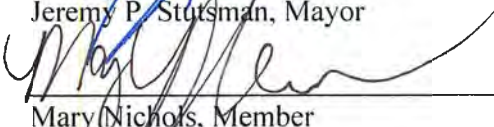
Holiday (Actual Day)	2022
New Year's Day (January 1)	Friday, December 31, 2021
Martin Luther King, Jr.'s Birthday (Third Monday in January)	Monday, January 17, 2022
Memorial Day (Last Monday in May)	Monday, May 30, 2022
Juneteenth National Independence Day (June 19)	Monday, June 20, 2022
Independence Day (July 4)	Monday, July 4, 2022
Labor Day (First Monday in September)	Monday, September 5, 2022
Veterans Day (November 11)	Friday, November 11, 2022
Thanksgiving Day (Fourth Thursday in November)	Thursday, November 24, 2022
Thanksgiving Holiday (Friday following Thanksgiving Day)	Friday, November 25, 2022
Christmas Eve (December 24)	Friday, December 23, 2022
Christmas Day (December 25)	Monday, December 26, 2022

BE IT FURTHER RESOLVED that City of Goshen offices and departments, excluding the Police and Fire Departments, will be closed on the above dates.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on November 8, 2021.

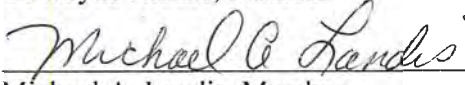


Jeremy P. Stutsman, Mayor

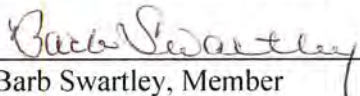


Mary Nichols, Member

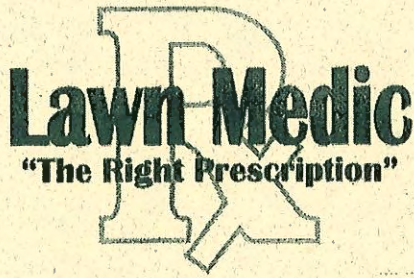
DeWayne Riouse, Member



Michael A. Landis, Member



Barb Swartley, Member



Goshen Parks and Rec. Dept
Frank Shula
607 W. Plymouth Ave
Goshen, IN 46526

Dear Frank;

Lawn Medic is locally owned and operated with one mission, to always put the customer first and to provide the highest quality of service excellence at reasonable prices. You will find your 2022 prices below. ***Do nothing and we will automatically begin in the spring with the same quality program you had in 2021***, including Grub control and the Perimeter Pest control treatments. Thank you for a great year!

<u>Service</u>	<u>Frequency</u>	<u>Price per Treatment</u>
Crabgrass control, complete granular fertilization and weed control <i>Five Points; 108 Dewey Ave</i>	3	\$41.00
<i>Goshen Library; 601 S 5th St</i>	3	\$41.00
<i>Headgates; Westwood Rd</i>	3	\$35.00
<i>Lafayette Triangle; 141 S Main St</i>	3	\$41.00
<i>Pringle Park; 1912 W Lincoln Ave</i>	3	\$807.00
<i>Reith Interpretive Center; 410 W Plymouth</i>	3	\$144.00
<i>Rogers Park; Chicago Ave</i>	3	\$183.00
<i>Shanklin Park; W Plymouth Ave</i>	3	\$365.00
<i>Park Office; 524 E Jackson St</i>	3	\$35.00
	Season Total	\$5,076.00

Proposed by : Julie Brown

10/20/2021

Accepted by: Frank Shula

Dated: 11-16-21

Lawn Medic

Lawn Care Prescription

Round One Appointment:

- Balanced Fertilizer (Granular)
- Pre-Emergent Crabgrass Control
- Broadleaf Weed Control (If available as needed)

Round Two Appointment:

- Broadleaf Weed Control (Blanket)
- Balanced Fertilizer (Granular as needed)

Round Three Appointment:

- Balanced Fertilizer (Granular / Slow Release)
- Broadleaf Weed Control (Spot Sprayed as needed)

Round Four Appointment:

- Balanced Fertilizer (Granular / Slow Release)
- Broadleaf Weed Control (Spot sprayed as needed)

Round Five Appointment:

- Broadleaf Weed Control (Blanket)
- Balanced Fertilizer (Granular as needed)

Round Six Appointment:

- Winterizing Fertilization (Granular)
- Broadleaf Weed Control (Spot sprayed as needed)

Key Program Features

- Granular Applications
- Free House Calls Within 48 Hours
- Professional State Certified Lawn Physicians
- Satisfaction Guaranteed!!!

We also provide the following services at an additional charge:

- Preventative Grub Control
 - Fall Core Aeration
- Perimeter Pest Control
- Mosquito Control

Client: Goshen Park & Recreation Department

Contact person: **Kimberlee Stephens**

Phone: **574-534-2901**

Organization: **Goshen Park & Recreation Department**

Address: **524 East Jackson Street; Goshen, IN 46526**

Event Information:

Event Date: **2/22/2022**

Type of Event: **Father-Daughter Dance**

Location: **ECCC Building**

Address: **Elkhart County 4-H Fairgrounds, Goshen, IN**

Total Scheduled Time: **Up to 2 hours.**

Start: **6:00 PM**

End: **8:00 PM**

Total Cost: **\$500.00**

Retainer Due: **\$0.00**

Balance Due: **\$500.00**

Overtime: **\$ 200 /hour (Subject to DJ availability)**

Agreement:

THE MUSIC PLACE, INC. (Herein referred to as **TMP**) and the Client agree that **TMP** shall provide a professional sound system and a disc jockey according to the terms of this agreement.

Additional Considerations: Includes Essential school package + Splash uplighting package.

Terms:

1. This Agreement is considered binding to both parties only when returned with stated retainer and accepted by **TMP**. **This retainer is non-refundable.** After the retainer is received, there will be an acceptance period of five (5) working days during which this contract may be rejected due to lack of availability. In this case, the retainer will be refunded in full. Client warrants this Agreement as satisfactorily fulfilled by **TMP** if no claim is made within five (5) days after the event.
2. **Balances due must be paid in-full at least five (5) days before the event date.** Should the balance become overdue, the Client will have five (5) days to pay the balance in full, after which the Client will be subject to a \$50.00 late fee. If the bank should refuse to honor the Client's check, a \$25.00 fee will be charged by **TMP** per occurrence, and Client also authorizes **TMP** to electronically (or by paper draft) re-present the check for collection of the amount of the check plus any applicable fees as permitted by state law. Should further collection become necessary, the Client shall be responsible for all court costs and attorney fees, in addition to the original sum agreed upon plus interest.
3. Client agrees to furnish **TMP** with safe and appropriate working conditions. This includes, but is not limited to, providing a level surface at least 10 feet wide by 6 feet deep, one six-foot banquet table for equipment set up, a 115 volt, 20 AMP outlet for electricity, and a facility that completely covers and protects **TMP's** equipment from adverse weather conditions (i.e.: direct sunlight, rain, and excessive winds). **TMP** retains all rights to any photos taken by **TMP** staff before or during the event, and these photos may be used for training, marketing or social media purposes.
4. This agreement is subject to proven detention by disease, pandemic, accidents, equipment failure, acts of God or government, or any other conditions beyond the legitimate control of either party. The Client accepts liability for any damage sustained to **TMP's** equipment or personnel caused by the Client or Client's guests while at venue or event location and shall indemnify and hold harmless **TMP** from same. The liability of **TMP** shall not exceed the amount of payments received by **TMP**. In no event shall **TMP** be liable for any other damages including, but not limited to, consequential damages and damages for mental anguish and distress.
5. Client agrees to maintain adequate security before, during and after the event. Client will be responsible for any theft, vandalism, or damage to **TMP's** equipment or personnel, including damage caused by "dropping the mic", caused by Client or Client's guests at the event location except for that caused by **TMP** personnel.
6. In the event of malicious behavior, or circumstances deemed by **TMP** to present or imply a threat of damage to **TMP's** equipment or staff, **TMP** reserves the right to cease operations at the event. Client will be responsible for payment in full, as well as for any damages incurred by **TMP** while at the above event. **TMP** will allow ample time, not to exceed 30 minutes, to resolve the situation for operations to resume.
7. In the event of Client cancellation, an amount equal to the retainer shall be retained by **TMP** as liquidated damages. If Client cancels less than sixty (60) days before the event, **TMP** shall receive the entire balance due as liquidated damages. Package reductions with less than ninety (90) days notice are subject to a service fee of 10% of that package price.
8. **The Music Place, Inc.** is an independent contractor and not an employee of the Client.

I have read and accept the terms of this agreement. I understand that this is the entire agreement and any modifications must be in writing and signed by both the Client and The Music Place, Inc.

Accepted for Client by:

Accepted for The Music Place, Inc. by:

Date: _____

Blake Eckelbarger
Date: _____10-24-21_____

Client: Goshen Park & Recreation Department

Contact person: **Kimberlee Stephens**

Phone: **574-534-2901**

Organization: **Goshen Park & Recreation Department**

Address: **524 East Jackson Street; Goshen, IN 46526**

Event Information:

Event Date: **5/12/2022**

Type of Event: **Mother-Son Dance**

Location: **ECCC Building**

Address: **Elkhart County 4-H Fairgrounds, Goshen, IN**

Total Scheduled Time: **Up to 2 hours.**

Start: **6:00 PM**

End: **8:00 PM**

Total Cost: **\$500.00**

Retainer Due: **\$0.00**

Balance Due: **\$500.00**

Overtime: **\$ 200 /hour (Subject to DJ availability)**

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8. **The Music Place, Inc.** is an independent contractor and not an employee of the Client.

I have read and accept the terms of this agreement. I understand that this is the entire agreement and any modifications must be in writing and signed by both the Client and The Music Place, Inc.

Accepted for Client by:

Accepted for The Music Place, Inc. by:

Date: _____

Blake Eckelbarger
Date: _____10-24-21_____

SERVICE AGREEMENT

This Agreement is entered into this 1 day of January, 2022 by and between the City of Goshen Parks and Recreation Department, hereinafter referred to as "GPRD" and Monster Message hereinafter referred to as "Contractor."

WHEREAS, the GPRD desires to engage Contractor to perform certain services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. Contractor shall provide Movie Screen/Showing services for the following GPRD program/activity:
PROGRAM NAME: Movies in the Park
DAY(S) & TIME(S): May 27, June 3, June 11(at pool), June 17, July 16, July 30, August 5, August 19 others TBD
LOCATION: Shanklin Park
START DATE: May 1, 2022
END DATE: December, 2022
2. GPRD shall pay Contractor for said services the sum of \$900 per movie approximately thirty (30) days after Contractor has satisfactorily, as determined by GPRD, performed all services contemplated by this Agreement. No other payment for these services shall be given from GPRD to Contractor, nor any such other payment demanded or requested by Contractor from GPRD.
3. GPRD reserves the right to cancel the program for any reason upon giving seven (7) days written notice to Contractor.
4. Contractor agrees to notify GPRD as soon as possible if an emergency will prevent Contractor from providing services on the schedule dates as contemplated herein. No program will be cancelled or postponed by Contractor without approval of the GPRD. Contractor may further be required to notify all participants in the program of such cancellation or postponement due to Contractor.
5. Contractor shall be deemed an independent contractor and operate as a separate entity from the City of Goshen and the GPRD. All work done and services provided under this Agreement shall be provided at the highest professional standard and shall be performed to the GPRD's reasonable satisfaction. Failure to do so may result in the termination of this Agreement.
6. Contractor warrants and represents that he or she will comply with all federal, state, and local laws regarding reporting of compensation earned and payment of all federal, state, and local taxes.
7. Contractor agrees not to discriminate in any form or manner against any person in the performance of services under this Agreement because of a person's race, religion, color, gender, national origin, ancestry, age, disability, or status as a veteran.
8. No portion of this Agreement shall be assigned or subcontracted by Contractor except with the written consent of the GPRD.
9. Contractor hereby expressly assumes all risk and responsibility for any accident, injury, or damage to person or property arising from Contractor's provision of services under this Agreement. Contractor also expressly agrees to indemnify and hold harmless the City of Goshen, Indiana, the Goshen Parks and Recreation Board, and the GPRD,

its successors and assigns, from and against any and all obligations, liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, losses, judgments, proceedings, actions, and causes of action of any and every kind and nature, including without limitation, any damage or injury to person or property and all costs, attorney's fees, and expenses incurred in connecting therewith, arising or growing out of or in any way connected with Contractor's provision of services to be provided under this Agreement. Contractor hereby releases the City of Goshen, the Goshen Parks and Recreation Board, and the GPRD from all liability for any action, damage, or injury caused to person or property resulting from the Contractor's provision of services under this Agreement, notwithstanding whether such acts or omissions be active or passive.

10. If any part or parts of this Agreement shall be held to unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
11. The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors, and permitted assigns of all Parties.
12. In any action of any kind relating to this Agreement, each party shall bear the costs of its own attorney's fees.
13. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by all parties.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. If legal action is brought to enforce or interpret the terms of and conditions of this Agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
16. In all cases where notice is required to the parties, GPRD agrees to be notified via Tanya Heyde, at **524 E. Jackson Street**, Goshen, Indiana 46526, Ph: 574.534.2901; and Contractor agrees to be notified at the address and telephone number provided below.

CITY OF GOSHEN
PARKS AND RECREATION DEPARTMENT

CONTRACTOR

Title: _____

Printed Name: _____
Address: _____

Ph: _____

SERVICE AGREEMENT

This Agreement is entered into this 1 day of January, 2022 by and between the City of Goshen Parks and Recreation Department, hereinafter referred to as "GPRD" and Monster Message hereinafter referred to as "Contractor."

WHEREAS, the GPRD desires to engage Contractor to perform certain services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. Contractor shall provide Live Race Result services for the following GPRD program/activity:
PROGRAM NAME: Kids Triathlon
DAY(S) & TIME(S): Saturday July 9, 2022
LOCATION: Fidler Pond Park
START DATE: July 9, 2022
END DATE: July 9, 2022
2. GPRD shall pay Contractor for said services the sum of Sponsorship approximately thirty (30) days after Contractor has satisfactorily, as determined by GPRD, performed all services contemplated by this Agreement. No other payment for these services shall be given from GPRD to Contractor, nor any such other payment demanded or requested by Contractor from GPRD.
3. GPRD reserves the right to cancel the program for any reason upon giving seven (7) days written notice to Contractor.
4. Contractor agrees to notify GPRD as soon as possible if an emergency will prevent Contractor from providing services on the schedule dates as contemplated herein. No program will be cancelled or postponed by Contractor without approval of the GPRD. Contractor may further be required to notify all participants in the program of such cancellation or postponement due to Contractor.
5. Contractor shall be deemed an independent contractor and operate as a separate entity from the City of Goshen and the GPRD. All work done and services provided under this Agreement shall be provided at the highest professional standard and shall be performed to the GPRD's reasonable satisfaction. Failure to do so may result in the termination of this Agreement.
6. Contractor warrants and represents that he or she will comply with all federal, state, and local laws regarding reporting of compensation earned and payment of all federal, state, and local taxes.
7. Contractor agrees not to discriminate in any form or manner against any person in the performance of services under this Agreement because of a person's race, religion, color, gender, national origin, ancestry, age, disability, or status as a veteran.
8. No portion of this Agreement shall be assigned or subcontracted by Contractor except with the written consent of the GPRD.
9. Contractor hereby expressly assumes all risk and responsibility for any accident, injury, or damage to person or property arising from Contractor's provision of services under this Agreement. Contractor also expressly agrees to indemnify and hold harmless the City of Goshen, Indiana, the Goshen Parks and Recreation Board, and the GPRD,

its successors and assigns, from and against any and all obligations, liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, losses, judgments, proceedings, actions, and causes of action of any and every kind and nature, including without limitation, any damage or injury to person or property and all costs, attorney's fees, and expenses incurred in connecting therewith, arising or growing out of or in any way connected with Contractor's provision of services to be provided under this Agreement. Contractor hereby releases the City of Goshen, the Goshen Parks and Recreation Board, and the GPRD from all liability for any action, damage, or injury caused to person or property resulting from the Contractor's provision of services under this Agreement, notwithstanding whether such acts or omissions be active or passive.

10. If any part or parts of this Agreement shall be held to unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
11. The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors, and permitted assigns of all Parties.
12. In any action of any kind relating to this Agreement, each party shall bear the costs of its own attorney's fees.
13. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by all parties.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. If legal action is brought to enforce or interpret the terms of and conditions of this Agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
16. In all cases where notice is required to the parties, GPRD agrees to be notified via Tanya Heyde, at **524 E. Jackson Street**, Goshen, Indiana 46526, Ph: 574.534.2901; and Contractor agrees to be notified at the address and telephone number provided below.

CITY OF GOSHEN
PARKS AND RECREATION DEPARTMENT

CONTRACTOR

Title: _____

Printed Name: _____
Address: _____

Ph: _____

SERVICE AGREEMENT

This Agreement is entered into this 1 day of January, 2022 by and between the City of Goshen Parks and Recreation Department, hereinafter referred to as "GPRD" and Monster Message hereinafter referred to as "Contractor."

WHEREAS, the GPRD desires to engage Contractor to perform certain services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. Contractor shall provide Live Race Results services for the following GPRD program/activity:
PROGRAM NAME: Adult Triathlon
DAY(S) & TIME(S): August 13, 2022
LOCATION: Fidler Pond Park
START DATE: August 13, 2022
END DATE: August 13, 2022

2. GPRD shall pay Contractor for said services the sum of \$500.00 approximately thirty (30) days after Contractor has satisfactorily, as determined by GPRD, performed all services contemplated by this Agreement. No other payment for these services shall be given from GPRD to Contractor, nor any such other payment demanded or requested by Contractor from GPRD.

3. GPRD reserves the right to cancel the program for any reason upon giving seven (7) days written notice to Contractor.

4. Contractor agrees to notify GPRD as soon as possible if an emergency will prevent Contractor from providing services on the schedule dates as contemplated herein. No program will be cancelled or postponed by Contractor without approval of the GPRD. Contractor may further be required to notify all participants in the program of such cancellation or postponement due to Contractor.

5. Contractor shall be deemed an independent contractor and operate as a separate entity from the City of Goshen and the GPRD. All work done and services provided under this Agreement shall be provided at the highest professional standard and shall be performed to the GPRD's reasonable satisfaction. Failure to do so may result in the termination of this Agreement.

6. Contractor warrants and represents that he or she will comply with all federal, state, and local laws regarding reporting of compensation earned and payment of all federal, state, and local taxes.

7. Contractor agrees not to discriminate in any form or manner against any person in the performance of services under this Agreement because of a person's race, religion, color, gender, national origin, ancestry, age, disability, or status as a veteran.

8. No portion of this Agreement shall be assigned or subcontracted by Contractor except with the written consent of the GPRD.

9. Contractor hereby expressly assumes all risk and responsibility for any accident, injury, or damage to person or property arising from Contractor's provision of services under this Agreement. Contractor also expressly agrees to indemnify and hold harmless the City of Goshen, Indiana, the Goshen Parks and Recreation Board, and the GPRD,

its successors and assigns, from and against any and all obligations, liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, losses, judgments, proceedings, actions, and causes of action of any and every kind and nature, including without limitation, any damage or injury to person or property and all costs, attorney's fees, and expenses incurred in connecting therewith, arising or growing out of or in any way connected with Contractor's provision of services to be provided under this Agreement. Contractor hereby releases the City of Goshen, the Goshen Parks and Recreation Board, and the GPRD from all liability for any action, damage, or injury caused to person or property resulting from the Contractor's provision of services under this Agreement, notwithstanding whether such acts or omissions be active or passive.

10. If any part or parts of this Agreement shall be held to unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
11. The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors, and permitted assigns of all Parties.
12. In any action of any kind relating to this Agreement, each party shall bear the costs of its own attorney's fees.
13. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by all parties.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. If legal action is brought to enforce or interpret the terms of and conditions of this Agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
16. In all cases where notice is required to the parties, GPRD agrees to be notified via Tanya Heyde, at **524 E. Jackson Street**, Goshen, Indiana 46526, Ph: 574.534.2901; and Contractor agrees to be notified at the address and telephone number provided below.

CITY OF GOSHEN
PARKS AND RECREATION DEPARTMENT

CONTRACTOR

Title: _____

Printed Name: _____
Address: _____

Ph: _____

Race Retainer Agreement to Time and Score a Running Race

This agreement is between Epic Race Timing, LLC and the _____ and will become a legally binding contract once signed and dated by representatives of both parties. The parties mutually agree that Epic Race Timing, LLC is providing timing and scoring services for the event listed herein. Under the terms of this agreement:

Epic Race Timing, LLC (EIN 27-1189982) agrees to provide the following race timing services for the

_____ **on August 13, 2022** in _____, IN:

- Provide a rental transponder chip and bib #'s prior to packet pickup on race day for up to 400 athletes;
- Provide 2 timing mats in the transition area, 1 timing mat at the triathlon finish and 1 timing point near water exit for the 1 mile swim;
- Provide and set-up the finish line corral, inflatable finish arch and time clock on race day;
- Time and score all registered participants in the race;
- Produce top category/age finisher results for the awards ceremony;
- Provide electronic results to the Race Director; and
- Cooperate with the Race Director (s) in the performance of the above race services.

_____ agrees to:

- Promote event and be responsible for the collection of race registration fees;
- Provide an Excel spreadsheet to Epic Race Timing by the day before packet pickup at 5 PM, which lists the following information for each pre-registered participant: first name, last name, age, gender, division, shirt size, address and email;
- Be responsible for setting up and managing packet pickup distribution tables;
- Provide safety pins;
- Be responsible to set up the transition area corral;
- Clearly mark transition area with directional signage indicating swim entry, bike exit/entry and run exit;
- Pay Epic Race Timing \$5 per registered athlete with a minimum of \$1150. A non-refundable deposit of \$500.00 is to be paid up front upon the signing this agreement and the balance within 10 days of the race's completion. An additional electronic timing point for the 1 mile swim will cost an additional \$350. Disposable bands will be reimbursed at the rate of 75 cents each. If the event is cancelled for whatever reason within 48 hours of the event start time, Epic is due the remaining balance owed. If the event is cancelled prior to 48 hours of the event start time, the \$500 paid in advance will become non-refundable. If lightning occurs at the event, the timing equipment will be turned off and Epic will be paid the remaining balance owed. Mileage will be reimbursed at the standard IRS rate. Lodging for the night before the event is to be paid for by Goshen Parks and Recreation, with lodging costs not to exceed \$150;
- List Epic Race Timing, LLC on the waiver and release page of the race application;
- Contract timing services and scoring for the event listed herein for years 2021-2023 with the same agreement contained herein. Event deposits will be invoiced each year to reserve equipment and staff for the applicable year.

Signed and Dated by:

Authorized Representative of _____

Dated

Raymond Passchier for
Epic Race Timing, LLC
1545 Orville St. SE
Grand Rapids, MI 49507
Phone: (616) 821-3948
Email: raymond@epicracetiming.com

Dated

Pest Control Service Agreement



R.S. PEST, INC.
 P.O. Box 813
 GOSHEN, INDIANA 46527
 (574) 534-7378 Toll Free 866-706-7378
 Fax (574) 831-3461 Email: rspest@bnin.net

12124

CUSTOMER Goshen Parks Department		SERVICE LOCATION Main Office/Maintenance Bldg./Abshire	
STREET 524 E. Jackson St.		Schrock Pavilion/Reith Interpretive/Pool	
CITY, STATE and ZIP Goshen, IN, 46526		PERSON TO BE CONTACTED Frank Shula	SERVICE PHONE CONCESSION
PHONE 574-534-6723	TYPE OF PROPERTY TO BE SERVICED Municipal		
DATE SERVICE BEGINS 1-1-2022	EXPIRATION DATE 12-31-2022	RENEWAL <input type="checkbox"/>	SERVICE TO BE PERFORMED <input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER

PESTS TO BE CONTROLLED:
 Ants/Roaches/Rodents/Bees/Wasps/Spiders/Carpenter Bees

Main Office - 12 service visits @ \$41.00 each = \$492.00
 Maintenance Bldg - Spring & Fall Rodent service @ \$42.00 ea. = \$84.00

SPECIAL INSTRUCTIONS:
 Schrock, Abshire, Reith & Wogoman are to be treated 5 times in the Summer
 Schrock Pavilion = \$49.00 application = \$245.00 / Abshire Cabin = \$40.00 application = \$200.00
 Reith Interpretive = \$40.00 application = \$200.00
 Wogoman Welcome Center = \$42.00 application = \$210.00


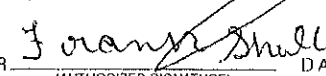
TERMS AND CONDITIONS:
 Pool Concession (3 applications) = \$28.00 application = \$84.00

* No charge for visits between service visits

SERVICE GUARANTEE: We agree to apply chemicals to control above-named pests in accordance with terms and conditions of this Service Agreement. All labor and materials will be furnished to provide the most efficient pest control and maximum safety required by federal, state and city regulations.

SERVICE RENEWAL: This agreement shall be for an initial period of one year, and will renew itself annually unless either party cancels this agreement by giving thirty days written notice before any expiration date.

ANNUAL AGREEMENT CHARGE \$ _____
 INITIAL SERVICE CHARGE \$ _____
 MONTHLY/QUARTERLY PAYMENTS \$ _____
 2022 Cost \$ 1,515.00

BY COMPANY  DATE 11-17-21
 (AUTHORIZED SIGNATURE)
 FOR CUSTOMER  DATE 11/19/21
 (AUTHORIZED SIGNATURE)

Service Agreements**Contract Cost**

The Music Place Daddy Daughter Dance	\$500.00
The music Place Mother Son Dance	\$500.00
Epic Timing RTQ Adult Triathlon	See Fees on Contract
Monster Message Kids Triathlon	Sponsorship
Monster Message Adult Triathlon	\$500.00
Monster Message Movies in the Park	\$900.00 per movie
Champion Force Cheer	35% of total revenue paid to GPRD
Mother Son Fair Ground Facility Rental	\$1,905.00
Daddy Daughter Fair Ground Facility Rental	\$2,540.00
Jiu Jitsu	65% of total revenue
Sarah Virgil Dance/Ballet	65% of total revenue
Pam Sanchez Zumba	65% of total revenue
Myra Simpson VIBE and Pound Fit	65% of total revenue

SERVICE AGREEMENT

This Agreement is entered into this 1 day of January, 2021 by and between the City of Goshen Parks and Recreation Department, hereinafter referred to as "GPRD" and Champion Force Cheer hereinafter referred to as "Contractor."

WHEREAS, the GPRD desires to engage Contractor to perform certain services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. Contractor shall provide Cheerleading Instruction services for the following GPRD program/activity:
PROGRAM NAME: Champion Force Cheer
DAY(S) & TIME(S): Ongoing sessions Mondays 5:45-8:45pm
LOCATION: Shrock Pavilion
START DATE: January 2022
END DATE: December 2022
2. GPRD shall pay Contractor for said services the sum of **35% of Revenue Paid to GPRD** approximately thirty (30) days after Contractor has satisfactorily, as determined by GPRD, performed all services contemplated by this Agreement. No other payment for these services shall be given from GPRD to Contractor, nor any such other payment demanded or requested by Contractor from GPRD.
3. GPRD reserves the right to cancel the program for any reason upon giving seven (7) days written notice to Contractor.
4. Contractor agrees to notify GPRD as soon as possible if an emergency will prevent Contractor from providing services on the schedule dates as contemplated herein. No program will be cancelled or postponed by Contractor without approval of the GPRD. Contractor may further be required to notify all participants in the program of such cancellation or postponement due to Contractor.
5. Contractor shall be deemed an independent contractor and operate as a separate entity from the City of Goshen and the GPRD. All work done and services provided under this Agreement shall be provided at the highest professional standard and shall be performed to the GPRD's reasonable satisfaction. Failure to do so may result in the termination of this Agreement.
6. Contractor warrants and represents that he or she will comply with all federal, state, and local laws regarding reporting of compensation earned and payment of all federal, state, and local taxes.
7. Contractor agrees not to discriminate in any form or manner against any person in the performance of services under this Agreement because of a person's race, religion, color, gender, national origin, ancestry, age, disability, or status as a veteran.
8. No portion of this Agreement shall be assigned or subcontracted by Contractor except with the written consent of the GPRD.
9. Contractor hereby expressly assumes all risk and responsibility for any accident, injury, or damage to person or property arising from Contractor's provision of services under this Agreement. Contractor also expressly agrees to indemnify and hold harmless the City of Goshen, Indiana, the Goshen Parks and Recreation Board, and the GPRD,

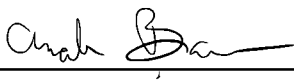
its successors and assigns, from and against any and all obligations, liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, losses, judgments, proceedings, actions, and causes of action of any and every kind and nature, including without limitation, any damage or injury to person or property and all costs, attorney's fees, and expenses incurred in connecting therewith, arising or growing out of or in any way connected with Contractor's provision of services to be provided under this Agreement. Contractor hereby releases the City of Goshen, the Goshen Parks and Recreation Board, and the GPRD from all liability for any action, damage, or injury caused to person or property resulting from the Contractor's provision of services under this Agreement, notwithstanding whether such acts or omissions be active or passive.

10. If any part or parts of this Agreement shall be held to unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
11. The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors, and permitted assigns of all Parties.
12. In any action of any kind relating to this Agreement, each party shall bear the costs of its own attorney's fees.
13. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by all parties.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. If legal action is brought to enforce or interpret the terms of and conditions of this Agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
16. In all cases where notice is required to the parties, GPRD agrees to be notified via Tanya Heyde, at 607 W. Plymouth Avenue, Goshen, Indiana 46526, Ph: 574.534.2901; and Contractor agrees to be notified at the address and telephone number provided below.

CITY OF GOSHEN
PARKS AND RECREATION DEPARTMENT

CONTRACTOR

Title: Amanda Barcus (Admin. Assistant)



Printed Name: Amanda Barcus
Address: 5410 Victory Dr, Indianapolis, IN 46203

Ph: 219-798-6718 (Amanda Barcus)



RENTAL AGREEMENT

Event Name: Daddy Daughter Dance
 Event Status: Confirmed
 Client Name: Goshen Parks Department
 Address: 607 W. Plymouth St.
Goshen, IN 46528

Contact: Kimberlee Stephens
 Office: _____
 Cell: 574-534-2901
 Email: kimberleestephens@goshencity.com

Event Comments

Client can receive keys Wednesday February 16th 2022 from 2PM-5PM EST unless other arrangements are made with the fair office ahead of time. Set up requirements, sign request form, copy of liability insurance and final payment are due 30 days prior to event.
 A deposit is due upon signing the contract and another deposit of \$1,500.00 is due on December 20th 2021, remaining balance is due 30 days prior.

Date: 02/17/2022

Location: Showalter				
From - To		Function Setup	Price	Tax
Starts - Ends				
8:00AM	11:00 PM	complimentary set up on Wednesday February 16th 2PM Event on Thursday	\$ 500.00	\$ 35.00
	11:00 PM			

Location: Mennonite				
From - To		Function Setup	Price	Tax
Starts - Ends				
8:00AM	11:00 PM	complimentary set up on Wednesday Event on Thursday	\$ 500.00	\$ 35.00
	11:00 PM			

Location: Fidler				
From - To		Function Setup	Price	Tax
Starts - Ends				
8:00AM	11:00 PM	complimentary set up on Wednesday Event on Thursday	\$ 500.00	\$ 35.00
	11:00 PM			

Date:

Location: Martin				
From - To		Function Setup	Price	Tax
Starts - Ends				
8:00AM	11:00 PM	complimentary set up on Wednesday Event on Thursday	\$ 500.00	\$ 35.00
	11:00 PM			

Date: 01/21/2021



RENTAL AGREEMENT

Date: _____

Location:				
From - To		Function Setup	Price	Tax
Starts - Ends				
8:00AM	11:00 PM			\$ 0.00
	11:00 PM			

Location:				
From - To		Function Setup	Price	Tax
Starts - Ends				
8:00AM	11:00 PM			\$ 0.00
	11:00 PM			

Misc. Items						
Other Charges						
From	To	Date	Description	Quantity	Price	Tax
8:00AM	11:00PM	02/17/2022	Cleaning and Damage		\$ 400.00	\$ 0.00
						\$ 0.00
						\$ 0.00

Payment Schedule	
500.00 deposit due within 10 days of signing contract. Remaining balance due 30 days before event. Lessees who cancel within 60 days of the event are still liable for the full amount of <u>\$ 2,540.00</u> .	Location Sub Total: \$ 2,000.00 Miscellaneous Sub Total: \$ 400.00 Total: \$ 2,400.00 Discount: _____ Sub Total: \$ 2,400.00 Tax Sub Total: \$ 140.00 Total Tax Included: \$ 2,540.00 Less Payments/Credits: _____ Tax Sub Total: \$ 2,540.00

The Lessor agrees to be bound by the terms of this Rental Agreement as well as the Rental Contract Provisions, which are being provided contemporaneously with this Rental Agreement.

I would like to sign up for marketing emails regarding facility and event rentals from the Elkhart County 4-H Fairgrounds.

Lessee: _____

Lessor: _____

Date: _____

Date: 01/21/2021

Thank you for booking your event with us! If you have any questions, please contact our office at 574-533-3247.

SERVICE AGREEMENT

This Agreement is entered into this 1 day of **January, 2022** by and between the City of Goshen Parks and Recreation Department, hereinafter referred to as "GPRD" and **Brian Barrick hereinafter referred to as "Contractor."**

WHEREAS, the GPRD desires to engage Contractor to perform certain services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. Contractor shall provide Jiu Jitsu Instruction services for the following GPRD program/activity:
PROGRAM NAME: Jiu Jitsu
DAY(S) & TIME(S): January 12,20 and 27 July 14,21,28 5:45-6:30pm Other Classes TBD
LOCATION: 320 North Chicago Avenue Suite 10
START DATE: January 2022
END DATE: December 2022
2. GPRD shall pay Contractor for said services the sum of 65% of total revenue approximately thirty (30) days after Contractor has satisfactorily, as determined by GPRD, performed all services contemplated by this Agreement. No other payment for these services shall be given from GPRD to Contractor, nor any such other payment demanded or requested by Contractor from GPRD.
3. GPRD reserves the right to cancel the program for any reason upon giving seven (7) days written notice to Contractor.
4. Contractor agrees to notify GPRD as soon as possible if an emergency will prevent Contractor from providing services on the schedule dates as contemplated herein. No program will be cancelled or postponed by Contractor without approval of the GPRD. Contractor may further be required to notify all participants in the program of such cancellation or postponement due to Contractor.
5. Contractor shall be deemed an independent contractor and operate as a separate entity from the City of Goshen and the GPRD. All work done and services provided under this Agreement shall be provided at the highest professional standard and shall be performed to the GPRD's reasonable satisfaction. Failure to do so may result in the termination of this Agreement.
6. Contractor warrants and represents that he or she will comply with all federal, state, and local laws regarding reporting of compensation earned and payment of all federal, state, and local taxes.
7. Contractor agrees not to discriminate in any form or manner against any person in the performance of services under this Agreement because of a person's race, religion, color, gender, national origin, ancestry, age, disability, or status as a veteran.
8. No portion of this Agreement shall be assigned or subcontracted by Contractor except with the written consent of the GPRD.
9. Contractor hereby expressly assumes all risk and responsibility for any accident, injury, or damage to person or property arising from Contractor's provision of services under this Agreement. Contractor also expressly agrees to indemnify and hold harmless the City of Goshen, Indiana, the Goshen Parks and Recreation Board, and the GPRD,

its successors and assigns, from and against any and all obligations, liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, losses, judgments, proceedings, actions, and causes of action of any and every kind and nature, including without limitation, any damage or injury to person or property and all costs, attorney's fees, and expenses incurred in connecting therewith, arising or growing out of or in any way connected with Contractor's provision of services to be provided under this Agreement. Contractor hereby releases the City of Goshen, the Goshen Parks and Recreation Board, and the GPRD from all liability for any action, damage, or injury caused to person or property resulting from the Contractor's provision of services under this Agreement, notwithstanding whether such acts or omissions be active or passive.

10. If any part or parts of this Agreement shall be held to unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
11. The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors, and permitted assigns of all Parties.
12. In any action of any kind relating to this Agreement, each party shall bear the costs of its own attorney's fees.
13. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by all parties.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. If legal action is brought to enforce or interpret the terms of and conditions of this Agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
16. In all cases where notice is required to the parties, GPRD agrees to be notified via Tanya Heyde, at **524 E. Jackson Street**, Goshen, Indiana 46526, Ph: 574.534.2901; and Contractor agrees to be notified at the address and telephone number provided below.

CITY OF GOSHEN
PARKS AND RECREATION DEPARTMENT

CONTRACTOR

Title: _____

Printed Name: _____
Address: _____

Ph: _____



RENTAL AGREEMENT

Event Name: Mother Son Dance
 Event Status: Confirmed
 Client Name: Goshen Parks Department
 Address: 607 W. Plymouth St.
Goshen, IN 46528

Contact: Kimberlee Stephens
 Office: _____
 Cell: 574-534-2901
 Email: kimberleestephens@goshencity.com

Event Comments

Client can receive keys Wednesday May 11th 2022 from 2PM-5PM EST unless other arrangements are made with the fair office ahead of time. Set up requirements, sign request form, copy of liability insurance and final payment are due 30 days prior to event. A deposit is due upon signing the contract and another deposit of \$1,000.00 is due on February 10th 2022, remaining balance is due 30 days prior.

Date: 05/12/2022

Location: Showalter				
From - To		Function Setup	Price	Tax
Starts - Ends				
8:00AM	11:00 PM	complimentary set up on Wednesday May 11th 2022 Event on Thursday	\$ 500.00	\$ 35.00
	11:00 PM			

Location: Mennonite				
From - To		Function Setup	Price	Tax
Starts - Ends				
8:00AM	11:00 PM	complimentary set up on Wednesday Event on Thursday	\$ 500.00	\$ 35.00
	11:00 PM			

Location: Fidler				
From - To		Function Setup	Price	Tax
Starts - Ends				
8:00AM	11:00 PM	complimentary set up on Wednesday Event on Thursday	\$ 500.00	\$ 35.00
	11:00 PM			

Date:

Location:				
From - To		Function Setup	Price	Tax
Starts - Ends				
	11:00 PM			\$ 0.00
	11:00 PM			



RENTAL AGREEMENT

Date: _____

Location:			
From - To	Function Setup	Price	Tax
Starts - Ends			
11:00 PM			\$ 0.00
11:00 PM			

Location:			
From - To	Function Setup	Price	Tax
Starts - Ends			
11:00 PM			\$ 0.00
11:00 PM			

Misc. Items						
Other Charges						
From	To	Date	Description	Quantity	Price	Tax
8:00AM	11:00PM	05/12/2022	Cleaning and Damage		\$ 300.00	\$ 0.00
						\$ 0.00
						\$ 0.00

Payment Schedule	
500.00 deposit due within 10 days of signing contract. Remaining balance due 30 days before event. Lessees who cancel within 60 days of the event are still liable for the full amount of <u>\$ 1,905.00</u> .	Location Sub Total: \$ 1,500.00 Miscellaneous Sub Total: <u>\$ 300.00</u> Total: \$ 1,800.00 Discount: _____ Sub Total: \$ 1,800.00 Tax Sub Total: <u>\$ 105.00</u> Total Tax Included: \$ 1,905.00 Less Payments/Credits: _____ Tax Sub Total: \$ 1,905.00

The Lessor agrees to be bound by the terms of this Rental Agreement as well as the Rental Contract Provisions, which are being provided contemporaneously with this Rental Agreement.

I would like to sign up for marketing emails regarding facility and event rentals from the Elkhart County 4-H Fairgrounds.

Lessee: _____

Lessor: _____

Date: _____

Date: 01/21/2021

Thank you for booking your event with us! If you have any questions, please contact our office at 574-533-3247.

Date: 01/21/2021

SERVICE AGREEMENT

This Agreement is entered into this 1 day of January, 2022 by and between the City of Goshen Parks and Recreation Department, hereinafter referred to as "GPRD" and Myra Simpson hereinafter referred to as "Contractor."

WHEREAS, the GPRD desires to engage Contractor to perform certain services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. Contractor shall provide Pound Fit & VIBE Instruction services for the following GPRD program/activity:
PROGRAM NAME: Pound Fit and VIBE Fitness Classes
DAY(S) & TIME(S): Wednesdays 6-7pm Tuesdays 6-7pm
LOCATION: Pringle Park and Dance Studio
START DATE: January 1, 2022
END DATE: December 31, 2022
2. GPRD shall pay Contractor for said services the sum of 65% of total revenue approximately thirty (30) days after Contractor has satisfactorily, as determined by GPRD, performed all services contemplated by this Agreement. No other payment for these services shall be given from GPRD to Contractor, nor any such other payment demanded or requested by Contractor from GPRD.
3. GPRD reserves the right to cancel the program for any reason upon giving seven (7) days written notice to Contractor.
4. Contractor agrees to notify GPRD as soon as possible if an emergency will prevent Contractor from providing services on the schedule dates as contemplated herein. No program will be cancelled or postponed by Contractor without approval of the GPRD. Contractor may further be required to notify all participants in the program of such cancellation or postponement due to Contractor.
5. Contractor shall be deemed an independent contractor and operate as a separate entity from the City of Goshen and the GPRD. All work done and services provided under this Agreement shall be provided at the highest professional standard and shall be performed to the GPRD's reasonable satisfaction. Failure to do so may result in the termination of this Agreement.
6. Contractor warrants and represents that he or she will comply with all federal, state, and local laws regarding reporting of compensation earned and payment of all federal, state, and local taxes.
7. Contractor agrees not to discriminate in any form or manner against any person in the performance of services under this Agreement because of a person's race, religion, color, gender, national origin, ancestry, age, disability, or status as a veteran.
8. No portion of this Agreement shall be assigned or subcontracted by Contractor except with the written consent of the GPRD.
9. Contractor hereby expressly assumes all risk and responsibility for any accident, injury, or damage to person or property arising from Contractor's provision of services under this Agreement. Contractor also expressly agrees to indemnify and hold harmless the City of Goshen, Indiana, the Goshen Parks and Recreation Board, and the GPRD,

its successors and assigns, from and against any and all obligations, liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, losses, judgments, proceedings, actions, and causes of action of any and every kind and nature, including without limitation, any damage or injury to person or property and all costs, attorney's fees, and expenses incurred in connecting therewith, arising or growing out of or in any way connected with Contractor's provision of services to be provided under this Agreement. Contractor hereby releases the City of Goshen, the Goshen Parks and Recreation Board, and the GPRD from all liability for any action, damage, or injury caused to person or property resulting from the Contractor's provision of services under this Agreement, notwithstanding whether such acts or omissions be active or passive.

10. If any part or parts of this Agreement shall be held to unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
11. The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors, and permitted assigns of all Parties.
12. In any action of any kind relating to this Agreement, each party shall bear the costs of its own attorney's fees.
13. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by all parties.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. If legal action is brought to enforce or interpret the terms of and conditions of this Agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
16. In all cases where notice is required to the parties, GPRD agrees to be notified via Tanya Heyde, at **524 E. Jackson Street**, Goshen, Indiana 46526, Ph: 574.534.2901; and Contractor agrees to be notified at the address and telephone number provided below.

CITY OF GOSHEN
PARKS AND RECREATION DEPARTMENT

CONTRACTOR

Title: _____

Printed Name: _____
Address: _____

Ph: _____

SERVICE AGREEMENT

This Agreement is entered into this 1 day of January, 2022 by and between the City of Goshen Parks and Recreation Department, hereinafter referred to as "GPRD" and Pam Sanchez hereinafter referred to as "Contractor."

WHEREAS, the GPRD desires to engage Contractor to perform certain services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. Contractor shall provide ZUMBA Instruction services for the following GPRD program/activity:
PROGRAM NAME: ZUMBA Classes
DAY(S) & TIME(S): Monday and Wednesday 7-8pm and Saturdays 10-11am
LOCATION: Pringle Park and Dance Studio
START DATE: January 1, 2022
END DATE: December 31, 2022
2. GPRD shall pay Contractor for said services the sum of 65% of total revenue approximately thirty (30) days after Contractor has satisfactorily, as determined by GPRD, performed all services contemplated by this Agreement. No other payment for these services shall be given from GPRD to Contractor, nor any such other payment demanded or requested by Contractor from GPRD.
3. GPRD reserves the right to cancel the program for any reason upon giving seven (7) days written notice to Contractor.
4. Contractor agrees to notify GPRD as soon as possible if an emergency will prevent Contractor from providing services on the schedule dates as contemplated herein. No program will be cancelled or postponed by Contractor without approval of the GPRD. Contractor may further be required to notify all participants in the program of such cancellation or postponement due to Contractor.
5. Contractor shall be deemed an independent contractor and operate as a separate entity from the City of Goshen and the GPRD. All work done and services provided under this Agreement shall be provided at the highest professional standard and shall be performed to the GPRD's reasonable satisfaction. Failure to do so may result in the termination of this Agreement.
6. Contractor warrants and represents that he or she will comply with all federal, state, and local laws regarding reporting of compensation earned and payment of all federal, state, and local taxes.
7. Contractor agrees not to discriminate in any form or manner against any person in the performance of services under this Agreement because of a person's race, religion, color, gender, national origin, ancestry, age, disability, or status as a veteran.
8. No portion of this Agreement shall be assigned or subcontracted by Contractor except with the written consent of the GPRD.
9. Contractor hereby expressly assumes all risk and responsibility for any accident, injury, or damage to person or property arising from Contractor's provision of services under this Agreement. Contractor also expressly agrees to indemnify and hold harmless the City of Goshen, Indiana, the Goshen Parks and Recreation Board, and the GPRD,

its successors and assigns, from and against any and all obligations, liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, losses, judgments, proceedings, actions, and causes of action of any and every kind and nature, including without limitation, any damage or injury to person or property and all costs, attorney's fees, and expenses incurred in connecting therewith, arising or growing out of or in any way connected with Contractor's provision of services to be provided under this Agreement. Contractor hereby releases the City of Goshen, the Goshen Parks and Recreation Board, and the GPRD from all liability for any action, damage, or injury caused to person or property resulting from the Contractor's provision of services under this Agreement, notwithstanding whether such acts or omissions be active or passive.

10. If any part or parts of this Agreement shall be held to unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
11. The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors, and permitted assigns of all Parties.
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16. In all cases where notice is required to the parties, GPRD agrees to be notified via Tanya Heyde, at **524 E. Jackson Street**, Goshen, Indiana 46526, Ph: 574.534.2901; and Contractor agrees to be notified at the address and telephone number provided below.

CITY OF GOSHEN
PARKS AND RECREATION DEPARTMENT

CONTRACTOR

Title: _____

Printed Name: _____
Address: _____

Ph: _____



Parks & Recreation Department

CITY OF GOSHEN

524 East Jackson Street · Goshen, IN 46526

Phone (574) 534-2901 · Fax (574) 349-6672

goshenparks@goshencity.com · www.goshenindiana.org

Park Board Members, officers and appointments

Ordinance 4969 in accordance with Indiana Code 36-10-3-4: Four members will be appointed by the Mayor on the basis of their interest in and knowledge of parks and recreation; and one ex officio member of the Board of School Trustees of the Goshen Community School Corporation or an individual who resides in the Goshen Community School Corporation selected by the Board of School Trustees.

Mayor appointed, 4-year terms:

(Jennifer) Jen Shell – President

Current Term: 1/13/2020 – 12/31/2023

Wiegert (Bill) Veenstra – Vice President

Current Term: 02/26/2020 – 12/31/2023

Jeanette (Jenni) Samuel – Secretary

Current Term: 1/01/2018 – 12/31/2021

(James) Jim Wellington – Member

Planning Commission appointment, term co-extensive with member's Park Board term.

Current Term: 1/08/2019 – 12/31/2022

School Board Appointment, one-year term:

Roger Nafziger – Member

Current Term: 1/13/2021 – 12/31/2021