

Goshen Parks and Recreation Board Regular Meeting Agenda  
Parks Administrative Building  
524 East Jackson Street, Goshen, IN 46526  
Monday, February 5, 2024

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- I. **Call to Order**
- II. **Park Board Elections**
- II. **Approval of February 2024 Agenda**
- III. **Approval of the December 18, 2023 Park Board Minutes**
- IV. **Approval of Parks and Recreation Payable Docket**

**December 2023 Payable Docket**

Personnel Services	\$92,369.58
Supplies	\$9,014.85
Other Services and Charges	\$52,441.38
Capital Outlays	\$43,573.21
Non-Appropriated	\$2,343.15
<b>TOTAL PAYABLE DOCKET</b>	<b>\$199,742.17</b>

**Approval of Parks and Recreation Gift Expenditures,  
December 2023 Gift Expenditure**

Park Gift/Memorial	\$469.00
Park Gift/Ballet	\$427.77
<b>TOTAL GIFT EXPENDITURES</b>	<b>\$896.77</b>

**Approval of Parks and Recreation Gift Revenue,  
December 2023 Gift Revenue**

Pk Gift/Interest	\$636.70
Pk Gift/Ballet Program	\$322.00
Pk Gift/Memorial	\$500.00
Pk Gift/Misc Donation	\$750.00
<b>TOTAL PAYABLE DOCKET</b>	<b>\$2,208.70</b>

- V. **Public Presentations and Correspondence**
- VI. **Approval of Superintendent and Director Reports**
- VII. **New Business**
  - 1. Aquatic Weed Control Agreement – Yoder
  - 2. Service Agreement Hector Torres – Martial Arts Camp - Stephens
  - 3. ASCAP Agreement – Stephens

**VIII. Old Business**

None

Distribution:			
Parks & Recreation Department	Parks and Recreation Board	Others	Media
Tanya Heyde	Roger Nafziger	Gina Liechty, Mayor	Goshen News
Kevin Yoder	Jennifer Shell	Don Shuler, Attorney	Elkhart Truth
Kimberlee Stephens	Jenni Samuel	Matt Schrock, City Council	The Paper
Laura Garcia	Jim Wellington	Jennifer Olvera-Morgada, Youth Advisor	

Park Board Signatures, Approved Monday, February 5, 2024

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Roger Nafziger, President

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Jennifer Shell, Vice President

\_\_\_\_\_  
Jim Wellington, Member

\_\_\_\_\_  
Megan Hessel, Member

\_\_\_\_\_  
Jenni Samuel, Secretary ATTEST

## GOSHEN PARKS AND RECREATION PARK BOARD MINUTES

**Date:** December 18 , 2023

**Time:** 4:02 pm

**Place:** Park Administration Office 524 East Jackson Street, Goshen, Indiana

**Present:** Roger Nafziger, President; Jenifer Shell, Vice President; Jenni Samuel, Secretary; Member; Megan Hessel, Member, Laura Garcia, Administrative Office; Kimberlee Stephens, Recreation Supervisor; Kevin Yoder, Maintenance Director; Tanya Heyde, Superintendent, Don Shuler, Park Attorney; Becky Hutsell, Redevelopment Director

### **I. Call to Order**

Nafziger called the meeting to order at 4:02 PM.

### **II. Motion to Amend Agenda**

Nafziger called for a motion to approve the December 18, 2023 agenda as presented. Heyde amended the agenda with additional items: #5 in New Business with proposal for FSS Technologies, #6 for proposal for NuWay Construction, #7 2024 park board meeting date discussion. Nafziger called for a motion to approve the amended December Park Board Agenda as presented. On a motion by Wellington, seconded by Shell, ayes carried.

### **III. Approval of November 2023 Park Board Minutes**

Nafziger called for a motion to approve November 2023 minutes as submitted. On a motion by Wellington, Seconded by Shell, ayes carried.

### **IV. Approval of Parks and Recreation Payable Docket, October 2023**

Nafziger called for a motion to approve the Payable Docket for October 2023 as presented. On a motion by Wellington, seconded by Shell, ayes carried.

Approval of Park Gift Expenditures and Gift Revenue – October 2023

Nafziger called for a motion to approve the Gift Expenditures and Gift Revenues for October 2023 as presented. On a motion by Wellington, seconded by Shell, ayes carried.

### **V. Public Presentations and Correspondence**

None.

### **VI. Approval of Superintendent and Director Reports**

Nafziger called for a motion to approve the superintendent and supervisor's reports for November as presented. Heyde shared Maintenance Dept has 2 new hires, Todd Turner and Rene Aguilar, which leaves the department fully staffed. Heyde also shared Parks and Recreation Dept did not receive grant request for the Pumpkinvine Nature Trail through Next Level Trails. Nafziger called for a motion to approve the Superintendent and Director Reports as presented. On a motion by Wellington, seconded by Shell, ayes carried.

### **VII. New Business**

#### **Lawn Medic**

Stephens asked to enter into and execute annual agreement with Lawn Medic for crab grass control, fertilization, and weed control of parks property. Nafziger called for a motion to approve agreement as presented. On a motion by Wellington, seconded by Shell, ayes carried.

#### **RS PEST**

Stephens asked to enter into and execute annual agreement with RS Pest Control. In response to Nafziger's question of RS Pest's pricing increasing from last year, Heyde shared that the amount did not increase and every 3 years the Parks and Recreation Dept obtains 3 quotes from comparable businesses to ensure we are getting competitive pricing and this is the last year of RS Pest contract before Parks and Recreation will be required to

obtain new quotes for pricing. Nafziger called for a motion to approve agreement as presented. On a motion by Wellington, seconded by Shell, ayes carried.

### **Recreational Service Agreements**

Stephens shared that December is when Parks and Recreation provides Service Agreements for the upcoming year. Shell questioned a discrepancy with Monster Message's pricing. Stephens shared that the amount is \$1000.00 per movie, not \$100.00. With this correction, Nafziger called for a motion to approve agreements as presented. On a motion by Wellington, seconded by Shell, ayes carried.

### **Scholarship Application**

Stephens presented the Parks and Recreation Scholarship Application and information regarding how our scholarships are utilized. Individuals can donate money to our dance gift fund or general sponsorship funds. Potential participants are able to complete a scholarship application, which is then calculated to determine how much of the fee is paid for by the parks and recreation scholarship. Stephens discussed with Shuler legality of the application and process, with the addition of 'first come, first serve' wording in the application itself, Nafziger called for a motion to approve agreement as presented. On a motion by Wellington, seconded by Shell, ayes carried.

### **FSS Technologies**

Heyde shared information regarding FSS Technologies proposal to install and provide security services to the new Maintenance Shop, located at 610 E Plymouth Ave. Heyde asked to enter into and execute this agreement with FSS Technologies. Nafziger called for a motion to approve agreement as presented. On a motion by Wellington, seconded by Shell, ayes carried.

### **NuWay Construction**

Heyde shared information regarding NuWay Construction installing a power washer at the new Maintenance Dept Building, located at 610 E Plymouth Ave. Heyde added that this was outside the scope of the original construction plans, and will be handled as separate project. Heyde asked to enter into and execute this agreement with NuWay Construction. Nafziger called for a motion to approve agreement as presented. On a motion by Wellington, seconded by Shell, ayes carried.

### **2024 Park Board Meeting Dates**

Heyde shared potential meeting dates for 2024 Park Board Meetings. By request of Wellington, Heyde explained the reason for changing the meetings from the third Monday of the month to the first Monday of the month was to accommodate other city meetings to enable more people to attend Park Board Meetings. Nafziger called for a motion to approve agreement as presented. On a motion by Wellington, seconded by Shell, ayes carried.

Park Board Signatures:

Approved for this Monday, February 5, 2024

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Roger Nafziger, President

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Jennifer Shell, Vice President

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Jim Wellington, Member

\_\_\_\_\_  
Megan Hessler, Member

\_\_\_\_\_  
Jenni Samuel, Secretary ATTEST





BUDGET TO ACTUAL EXPENDITURES (UNAUDITED)

AS OF: DECEMBER 31ST, 2023

275-PARK GIFT FUND

CULTURE AND RECREATION

100.00% 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	0.00	5,938.81	0.00 (	5,938.81)
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	469.00	1,043.09	0.00 (	1,043.09)
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	427.77	3,126.40	0.00 (	3,126.40)
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	28,338.34	0.00 (	28,338.34)
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	0.00	0.00	0.00
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	0.00	0.00	0.00
275-550-00-439.0538 PK GIFT/MISC DONATIO	0.00	0.00	0.00	4,499.06	0.00 (	4,499.06)
275-550-00-439.0539 PK GIFT/MILL ST PARK	0.00	0.00	0.00	0.00	0.00	0.00
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	0.00	0.00	0.00
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	2,410.00	0.00 (	2,410.00)
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	896.77	45,355.70	0.00 (	45,355.70)
<u>UNAPPROPRIATED</u>						
275-550-00-452.0000 PK GIFT/TRANSFER OUT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL UNAPPROPRIATED	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	896.77	45,355.70	0.00 (	45,355.70)
TOTAL CULTURE AND RECREATION	0.00	0.00	896.77	45,355.70	0.00 (	45,355.70)
TOTAL EXPENDITURES	0.00	0.00	896.77	45,355.70	0.00 (	45,355.70)

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BUDGET TO ACTUAL REVENUE (UNAUDITED)

AS OF: DECEMBER 31ST, 2023

275-PARK GIFT FUND

CULTURE AND RECREATION

100.00% 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	636.70	7,681.68	0.00 (	7,681.68)
275-450-00-367.0012 PK GIFT/BALLET PROGR	0.00	0.00	322.00	326.00	0.00 (	326.00)
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	6,000.00	0.00 (	6,000.00)
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	45,037.02	0.00 (	45,037.02)
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	4,420.00	0.00 (	4,420.00)
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	500.00	675.00	0.00 (	675.00)
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	750.00	1,276.18	0.00 (	1,276.18)
275-450-00-367.0039 PK GIFT/MILL ST PARK	0.00	0.00	0.00	0.00	0.00	0.00
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	1,000.00	0.00 (	1,000.00)
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	1,500.00	0.00 (	1,500.00)
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	2,208.70	67,915.88	0.00 (	67,915.88)
TOTAL NON-DEPARTMENTAL	0.00	0.00	2,208.70	67,915.88	0.00 (	67,915.88)

BUDGET TO ACTUAL REVENUE (UNAUDITED)

AS OF: DECEMBER 31ST, 2023

275-PARK GIFT FUND

CULTURE AND RECREATION

100.00% 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	2,208.70	67,915.88	0.00 (	67,915.88)
TOTAL REVENUES	0.00	0.00	2,208.70	67,915.88	0.00 (	67,915.88)

**Goshen Park and Recreation Department  
Superintendent's Park Board Report  
Tanya Heyde, December - January, 2024**

**Volunteers, Partnerships/Networking:**

- Downtown Goshen Inc. – First Fridays, cross promotions
- Elkhart County Convention Visitors Bureau – Vibrant Communities; Quilt Garden, Vibrant Communities
- Goshen Health – Partnership programming
- Goshen Community Schools – Shared facility use, Softball and Cross Country at Shanklin, baseball at Roger’s Park, youth & adult basketball and indoor volleyball fall/winter.
- Goshen Public Library – Story Walk, Rieth Interpretive Center trail; story time in the park (Spring/summer) at Pringle Park
- Goshen Neighborhood Associations – Neighborhood picnics, adopted landscaped areas, neighborhood events.
- PAC – Pumpkinvine Advisory Committee, Goshen, Elkhart County, Middlebury, Shipshewana and Friends of the Pumpkinvine, quarterly meetings.
- Community Gardens – Hay Park, Mill Street Park and Burdick Park, Greenway Gardens, at Regent Street.
- Goshen Historical Society – Rotating displays for the Wayne Wogoman Welcome Center and Rieth Interpretive Center, cross promotion of Public Walking Tours at the Courthouse, Downtown and Millrace Trail.
- Michiana Area Council of Governments – Trail counter, Millrace Trail, sponsored counter on the Pumpkinvine.

**Staff:** Gerardo Hernandez-Leon has been hired for the full-time Custodian and Groundskeeping position. Gerardo’s first day will be January 12.

**General Projects:**

- Boat Lockers – Working with Elkhart County, Elkhart City, Bristol and the Elkhart County Convention and Visitors Bureau to explore point to point boat lockers to activate waterways, specifically the river. The boat locker is essentially a self-serve cage provided contractually with a vendor. Attended a site visit 11/13 at Pinhook park in South Bend to discuss operations of their boat locker in connection with Rent.Fun. The initiative would provide easy access to specified locations within the county and connect several entities where users could take river trips.
- Veterans Stand Down Event – Working with local Veterans Affairs Clinic, Goodwill Industries Military and VA Programming, Elkhart County, Elkhart City to host a Stand Down event in Shanklin Park. The event, sponsored by Goodwill Industries, offers Veterans, their caretakers and families, connects Veterans to health care, housing resources, and take-homes like safety kits and clothing. The City and County agencies will provide activities to engage those who visit the event. Goshen Parks will host the event in Shanklin Park. The event is June 15 at Shanklin Park.
- Controlled Burn Plan – Met with Jessica Merklings, Urban Wildlife Biologist for the Indiana Department of Natural Resources and the Resilience Department end of August to discuss a workshop for the planned winter burn at Rieth Interpretive Center’s prairie. Staff will attend a workshop for Rieth Center’s prairie and conduct the burn in-house with the assistance of other departments and a developed burn plan with DNR. Additionally, we discussed a burn for Abshire Prairie. Since the Abshire Prairie is so tall, it is recommended to contract for the burn so that it can be burn hotter and larger. Abshire Prairie will be divided into 3 sections, burning one section a season. Stormwater, Resilience, Parks and County Surveyors Office is having a conversation about including Rock Run Creek tree clearing in the burn. A meeting will be scheduled with the group and the City’s floodway administrator for coordination.
- Vibrant Communities – Working through final details for Goshen’s Action Agenda items for the next round of Vibrant Communities with ECCVB’s Destination Development team. Met with Shannon Oakes, ECCVB, and Mark Brinson October 5 to review most current action agenda items for Goshen. Finalized Goshen’s action agenda with digital review by Mayor Liechty, Deputy Mayor Brinson, Parks and the ECCVB. **UPDATE:** The ECCVB and Vibrant Communities hosted a community roll-out open house for Goshen’s Action Agenda on January 30 at Goshen Theater.
- Five Year Master Planning – Parks had a kickoff meeting with Abonmarche and staff on July 27 to review timeline, tasks and goals. Master Plan updates:
  - City of Goshen Parks Department’s website has been updated to include the second public meeting Master Plan information.
  - Created social media posts to circulate information on upcoming open house on October 18, 4-6pm at Schrock Pavilion in Shanklin Park.
  - Outreach Update:
    - So far, we have mingled and gathered feedback at the Farmers Market, Free Movie night at the Goshen Theater, Rock the Quarry, Touch-A-Truck, and First Fridays.

- All Goshen water customers received a parks survey invitation on their utility bill during the August and September billing cycle, which is about 9,000 notices.
- We hosted the Community Workshop on August 29th and talked with participants about the process and gathered feedback and suggestions.
- Park Board presentation and Vision and Mission review. Review public engagement, 488 surveys collected to date (open until 9/22).
- We hosted a second after Community Open House hosted at Schrock Pavilion on October 18 when we shared results from the public survey and collected feedback on goals and recommendations.
- Steering Committee's first meeting was held August 24 at the Park Office and a second meeting was held on September 27 when the group worked through goals and actions. Department goals were established with the Steering Committee around: Connections, Communications, Inclusion, Environmental stewardship/Sustainability and Maintenance
- A Master Plan presentation was held at the August Park Board meeting to review the Department's Mission Statement and Vision Statement.
- A second open house was held October 18 at Schrock Pavilion, Shanklin Park to review
- Two review sessions were held for the Steering Committee's final review on 11/8 and 11/9 for attendance at one or the other.
- Several digital reviews with Parks and Abonmarche took place until 11/15 when the Draft Plan was submitted to the Indiana DNR.
- The draft plan was submitted to DNR 11/15/2023.

Nest Steps: DNR will review the plan and return comments to the Department. The review process typically takes less than a month. The final draft is due back to the DNR by April 15.

- Abshire Park – Working with the Community Foundation, Connect in Elkhart County on a grant to support improvements, trail connectivity and amenities. The Department has met internally with other City Departments to revise the grant application to include trail connectivity to the planned Blackport Trail. Additional amenities for a total project to include a trail from Abshire to Dykstra Street, a pavilion and updated parking at Dykstra Park and improving (paving & striping) the Abshire Park parking lot and trail head. Currently working with Engineering Department for a site plan and cost estimate for some of the work to be completed internally with Utility's Special Ops Team and Street Department in 2024. A Next Level Trails (NLT) Grant Application was submitted August 1, 2023 to support the Abshire Park upgrades and trail construction. The NLT grant is State funded and administered by the Indiana Department of Natural Resources. The grant application, project budget and preliminary plans will be included in the August Park Board packet. **UPDATE:** The Department received notification from the DNR that our proposal was not selected for funding. Brittany Short, Connect in Elkhart County, and I will meet to regroup. The Department will plan for a phased approach, completing phase I 2024 and phase II following.
- Pumpkinvine Nature Trail – Began initial conversations with Connect in Elkhart County (CIEC) staff on a potential grant opportunity through the State's Next Level Trails program to pave Goshen's portion of the Pumpkinvine Nature Trail. Met internally with City staff in June to discuss the proposed paving project and will follow up with CIEC members. The Grant is due August 1. **UPDATE:** This project has been included in the Next Level Trails Grant application encompassing the Abshire and Dykstra park improvements, new connecting trail from Abshire to Blackport Dr., and paving of the Pumpkinvine Nature Trail. Details listed under Abshire Park. The NLT Grant Recipients are expected to be announced in December 2023. Trail paving will be included in phase II of the project as noted above.
- Shanklin Pool Renovation Project
  - October 2022: Entered into agreement with HWC Engineering for evaluation and Master Planning, \$19,900 investment.
  - Steering Committee formed; two meetings were held. Concepts developed.
  - A preferred option with cost estimates was developed.
  - A Special Council Meeting/Work Session was held March 17, 2023. Unanimous consensus to support the Department in moving forward with investment for design phases and services and full support of the preferred concept.
  - On June 26, 2023, by Ordinance 5160, Council approved an additional appropriation of \$250,000 to the Parks and Recreation Fund to support HWC's proposed agreement for Design Phase I. This phase includes land survey, geotechnical services, preliminary floodway coordination, schematic design, market analysis, operations and programming analysis.

- The agreement with HWC Engineering was approved at August Park Board Meeting and has been fully executed with HWC. A meeting with HWC is expected for late October to plan for next steps.
- July – Through support from Mayor Leichty and Deputy Mayor Brinson, Goshen College agreed the pool project deemed to be a great fit to be included in their grant application to the Lily Endowment. The grant theme surrounds health and wellness. The grant encompasses several projects, the pool project being a portion of the overall grant. Story maps prepared for the grant are included in the August Park Board meeting packet, informational only. The grant review process can take three to six months for the College and Community Grant submitted August 31, 2023.
- Meeting with Regional Partnership spearheading READI 2.0 on October 13 for initial introduction of pool project along with other potential City projects.
- HWC has scheduled a survey and Geotechnical related services.
- Next Steps: HWC will begin Geotech services and survey, revisit master plan for edits, being discussion on project delivery/financing, develop schedule, refocus design committee for decision making.
- A kick-off meeting is scheduled for November 29 with HWC and City Staff.
- The Regional Development Authority reallocated \$300,000 from a previously proposed project for Goshen to the pool project.

**UPDATE:** Submitted the pool renovation as a project idea to the regional READI group following a call for project ideas, January, 2024. The ask to READI is 20% of project cost or \$2,500,000. A schematic Design meeting was held with the Steering Committee, January 11. A preliminary floodway permitting meeting is scheduled with DNR, HWC, and City Staff, January 29.

- Park Maintenance Building - The project is slightly behind schedule with the railway schedule for a flagger to install permanent power. A second walk through was held October 11, final punch list items are being addressed/corrected. Permanent power was installed however with an incorrect transformer. The transformer is scheduled for replacement in the near future. The Parks Department is working on landscaping that needs complete before occupancy is granted. I expect landscaping to be complete by end of October. Staff completed the landscaping the week of October 30. There are a few remaining punch list items NuWay is working through. The building passed final inspection by Building Department. **UPDATE:** The Department is working with NuWay to install the pressure washer conduit and components. This will be handled as a separate project as the scope did not include this installation. We are also working with NuWay to re-work the access gates. The Department is working with FSS Technologies to install building security. We have received building occupancy, Maintenance staff will begin moving items and equipment to the building once security is installed. A ribbon cutting is being planned for late January.
- Bakersfield Pavilion – The department has received the pavilion kit for Bakersfield Pavilion along with stamped engineering installation. Quotes are being received for the concrete work for the pavilion along with sidewalks connecting the pavilion to the parking area and the playground. Engineering assisted with creating a site plan for internal review through Planning Zoning, Building Department and Stormwater. An agreement with Denlinger for concrete work will go to the Board for approval in November. Denlinger believes concrete can still be done this season, the pavilion will be complete this year yet. Park Staff will install the metal structure. The building permit has been issued. **UPDATE:** Denlinger has started concrete work and will finish when weather allows. Once concrete is complete, Maintenance staff will begin constructing the pavilion.
- Tyler Joldersma Skate Park – At the December 2 design workshop, 13 participants shared their ideas and designed two potential layouts for an updated skate park. There is concentration from the interest group to explore alternate locations for the skatepark given the restraints of rebuilding in the floodway. **UPDATE:** The Department, along with the Joldersma family, met with the Little League on August 7, about the potential to purchase a lot owned by the Little League that borders Pringle Park. I have been told the Little League will vote at their September 20 Board meeting regarding a decision to sell the parcel. I received notification that the Little League has decided not to sell their parcel to the Parks and Recreation Department. A follow up meeting is scheduled for October 10 with the Joldersma family. Collectively we will be exploring alternate locations for the skatepark.
- Commission for Accreditation of park and Recreation Agencies (CAPRA) – Met with CAPRA staff June 29 to discuss next steps for re-submission. Ongoing.
- Pumpkinvine Advisory Committee – Next meeting: December 2023.
- Trail Network – Meeting with City Departments to update mapping and designating of Goshen’s Trail Network.

### **Recreation Supervisor: Kimberlee Stephens**

#### **December Accomplishments:**

- **Youth Programs**
  - Holiday Show Case preparations

- Prepare for fall/winter/spring programming and youth sports
- **Current Adult Programs**
  - Zumba Mondays, Wednesdays, and Saturdays
  - Adult Basketball Wednesdays at Goshen High School
  - Open Gym Wednesdays at Goshen High School
  - Co-ed Volleyball Monday, Tuesday, and Wednesday leagues
  - Pickleball Mondays, Tuesdays, and Thursdays at Model Elementary School 5-8pm
  - Table Tennis Thursdays at Schrock Pavilion 5-7pm
- **Social Media and Web Pages**
  - Daily updating and advertising on all platforms
- **DDC and Shanklin Pool**
  - Preparations for the 2023/2024 season are underway
  - Preparations for the 2023/2024 season underway
- **2023/2024 Programming**
  - Working on 2023/2024 programming and special events preparations and advertisements
- **Goshen Nights of Lights**
  - November and runs through New Year's Day
- **OSHA**
  - Assign OSHA required modules to all park staff and seasonal staff
  - Monthly IPEP Newsletters
  - Monthly IPEP Ask an Expert Trainings for staff
  - Monitor completion requirements for modules
  - Implementing training and severe weather policies
  - Background checks and safety training for all staff and volunteer coaches
- **Pumpkinvine Committee**
  - Attend bimonthly meetings
- **Shanklin Pool Planning and Master Plan**
  - Attend master planning meetings
  - Provide data as needed
  - Participate in community outreach
- **Volunteers/Field Trips**
  - Coordinate all volunteers and field trip opportunities
- **2024 Annual Program Guide Updating**

#### January Objectives:

- Daily preparations for upcoming 2024/2025 programming and events
- Continue to secure programming dates, facilities, and instructors for 2024
- Continue to attend Safety committee and Pumpkinvine committee meetings
- Annual Reporting
- Continue attending all meetings and committee events as scheduled
- OSHA training for all staff
- Research new programming opportunities
- Continue updating Civicrec registration platform
- Continue collaborating with various community partners for programs, events, and community offerings.

#### January Accomplishments:

- **Youth Programs**
  - Holiday Show Case raised \$410.00 in sponsorships and \$272.00 for the gift fund.
  - Prepare for 2024 programming and youth sports
- **Special Events**
  - Planning for the first Family Valentines Day Dance on February 8.
- **Current Adult Programs**
  - Zumba Mondays, Wednesdays, and Saturdays
  - Adult Basketball Wednesdays at Goshen High School
  - Open Gym Wednesdays at Goshen High School
  - Co-ed Volleyball Monday, Tuesday, and Wednesday leagues
  - Pickleball Mondays, Tuesdays, and Thursdays at Model Elementary School 5-8pm
  - Table Tennis Thursdays at Schrock Pavilion 5-7pm

- **Social Media and Web Pages**
  - Daily updating and advertising on all platforms
- **DDC and Shanklin Pool**
  - Preparations for the 2023/2024 season are underway
  - Preparations for the 2023/2024 season underway
- **2023/2024 Programming**
  - Working on 2023/2024 programming and special events preparations and advertisements
- **OSHA**
  - Assign OSHA required modules to all park staff and seasonal staff
  - Monthly IPEP Newsletters
  - Monthly IPEP Ask an Expert Trainings for staff
  - Monitor completion requirements for modules
  - Implementing training and severe weather policies
  - Background checks and safety training for all staff and volunteer coaches
- **Pumpkinvine Committee**
  - Attend bimonthly meetings
- **Shanklin Pool Planning and Master Plan**
  - Attend master planning meetings
  - Provide data as needed
  - Participate in community outreach
- **Volunteers/Field Trips**
  - Coordinate all volunteers and field trip opportunities
- **2024 Annual Program Guide has been released**

#### February Objectives:

- Daily preparations for upcoming 2024/2025 programming and events
- Continue to secure programming dates, facilities, and instructors for 2024
- Continue to attend Safety committee and Pumpkinvine committee meetings
- Annual Reporting
- Continue attending all meetings and committee events as scheduled
- OSHA training for all staff
- Research new programming opportunities
- Continue updating Civicrec registration platform
- Continue collaborating with various community partners for programs, events, and community offerings
- Continue seeking sponsorships for programming and for at risk families

#### Facility Coordinator Frank Shula

#### December Accomplishments:

- Inspect facilities. Keep inventory of cleaning supplies, order supplies when needed. Organize supplies.
- Scheduled /Supervised community service, to complete their court mandated hours. Log and report. Also, Set up other volunteers from companies to school groups ongoing basis. Supervise, schedule dates/ times. set up projects and all tools, equipment, they might need for completing tasks.
- Scheduled and Supervised staff (Sherry/Yasmine) Termination form for Yasmene don, keys turned in.
- Made repairs also cleaned vacuum filters
- Approved /Disapproved weekly rental deposits and turn in paperwork. Submit purchase orders
- Daily opening & closing of park restrooms and cleaning.
- Quotes for 2024- Rs Pest, Lawn Medic
- Schedule and show potential renters facilities
- Reported 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. (Renters-all staff)
- Attend meetings/trainings when needed. Also schedule Staff for monthly IPEP trainings/Ask a Expert
- Sent, end of each month grease trap reports to wastewater and fog inspector for Schrock, Chiddister, and pool concession.
- Met with FSS at new maintenance shop for quote on security alarm

#### December Objectives:

- Schedule community service
- Call Metro-County Security for July's slide the hill event (to schedule Security)

- Interview potential cleaners
- Check wifi at schrock
- Schedule alarm install at new shop

#### **January Accomplishments:**

- Inspect facilities. Keep inventory of cleaning supplies, order supplies when needed. Organize supplies.
- Scheduled /Supervised community service, to complete their court mandated hours. Log and report.
- Scheduled and Supervised staff and rentals
- Approved /Disapproved weekly rental deposits and turn in paperwork. Submit purchase orders
- Opened restrooms and clean office daily. Close restrooms and clean facilities when needed.
- Shoveled salted facilities. Chopped ice
- Plowed snow route during snow events
- Schedule and show potential renters facilities, 5 showings
- Attend and schedule Staff for monthly IPEP trainings/Ask a Expert
- Opened and took apart Schrock's grease trap. Cleaned grates and put back together.
- Sent, end of each month grease trap reports to wastewater and fog inspector for Schrock, Chiddister, and pool concession.
- Set up fire extinguishers for new maintenance shop. Signs etc. (finished) Also had truck fire extinguisher recharged.
- Called FSS to try to get alarm install at Maintenance Shop completed sooner.
- Interviewed for cleaning/groundskeeper position.
- Had cups and coffee mugs made with City of Goshen log, for meetings
- Updated Safety Data Sheets
- Checked on skis at play it again sports

#### **February Objectives:**

- Schedule community service on ongoing basis
- Call Metro-County Security for July's slide the hill event (to schedule Security)
- Check wifi at schrock (will follow up with Fred believe one of routers are bad)
- Set up for city meeting Feb. 2<sup>nd</sup>
- Order locking cabinets
- Possible shelves in kitchen
- Replace office coffee maker

#### **Maintenance Director Kevin Yoder**

##### **December - Accomplishments:**

- Clean grates
- Playground inspections – 4
- Plow snow -1 day
- Check trails
- Bridge inspection
- Start new employee Rene Aguilar on December 4<sup>th</sup>
- Cut tall grasses and haul 3 gator loads of brown mulch to Historic Southside Neighborhood corner
- Change lens on security light at Oakridge Pavilion
- Check drinking fountain in Schrock Pavilion – leaking when bottle filler is used without a bottle under it
- Take whale silhouette in for repair, picked up and reinstalled when repairs were finished
- Replace 2 missing sections of the black 9<sup>th</sup> street fence
- Seal concrete in new maintenance shop
- Help forestry plant 3 trees at Rieth Interpretive Center
- Cut down all tall landscape grasses
- Install memorial plaque on Damaris Kathleen tree in Hay Park
- Install memorial plaque on Gardner "Ryan" Smith in Millrace Park
- Fill holes in parking lots and drives 607, Rogers Park, Abshire Park, Fidler Park, Oakridge Park and Abshire Trail parking lot off Monroe Street
- Patch concrete floor in breakroom at new maintenance shop
- Take waterslides, hoses and fans to new maintenance shop and store
- Take 2 skids of cleaning supplies to new maintenance shop and put in mezzanine for storage



- Start new employee Todd Turner on December 15<sup>th</sup>
- Pick up crass arms for racking in new maintenance shop
- Pick up items from The Office Barn for new maintenance shop
- Put plows on 3 trucks and gator
- Repair flush valve in women restroom in Schrock Pavilion 2<sup>nd</sup> stall
- Clean up 2 down trees at 607 1 in wildflower area and 1 along river
- Take down tree on Mullet Trail that had fell into another tree leaning over the trail
- Fill salt barrel at Street Department
- Put salt spreader on gator
- Install flexible bollards at Fidler Park entrance on exit side of driveway
- Assemble and install 4 trash cans and 2 benches downtown for EID
- Change 2 belt swings and 2 tot swings that were vandalized at Mill Street Park
- Start installing eyewash/shower in new maintenance shop
- Make rack for silhouettes wider to store all silhouettes on when removed for park

### **January – Objectives**

- Playground inspections
- Check trails
- Bridge inspection
- General repairs
- Plow snow as needed
- Repair and paint picnic tables
- Pick up and store Christmas Silhouettes
- Finish installing eyewash/shower in new maintenance shop
- Start building pavilion in Bakersfield Park weather permitting
- Install new sign Mill Street Park for the watch towers
- Pick up remaining items from The Office Barn for the new maintenance shop
- Pick up finished pieces at Central Garage and take over more items for annual preventive maintenance

### **January – Accomplishments:**

- Clean grates
- Playground inspections – 5
- Plow snow – 7 days and 4 - 1/2 days
- Salt Interra lot 2 times
- Check trails
- Bridge inspection
- Take down and store Christmas silhouettes
- Start concrete work on pavilion in Bakersfield Park (Denlinger Concrete)
- Remove trash from Millrace between fishing pier and headgates along driveway
- Repair security lights on Fidler Pavilion – replace one bulb, replace one fixture that was shot out with bb gun
- Install crossarms on racking at new maintenance building
- Pick up items at The Office Barn for new maintenance building
- Load salt spreader with salt, spread salt on Office parking lot and entrance to Shanklin Park
- Take mower decks to new shop and store on racking
- Repair 8' plastic table from Schrock Pavilion
- Pick up greenery from office to measure pieces and make backdrop for family dance
- Take return off of desk in reception area of office
- Remove logs from Headgates and Linway Lake
- Put heaters in warming house restrooms and by furnace until furnace is repaired
- Get furnace working in warming house (Bills Heating) serviced and cleaned flame sensor
- Take equipment to central garage for seasonal service pick up when finished
- Fill salt spreader and extra salt barrel with salt
- Repair plumbing in Warming House that had froze and broke when furnace quit working
- Repaint men's restroom in Warming House
- Install new sign in Mill Street Park for watchtowers
- Replace post and rails that were broken in fence at Abshire parking lot

### **February Objectives:**

- Playground inspections
- Check trails
- Bridge inspection

- General repairs
- Plow snow as needed
- Repair and paint picnic tables
- Pick up finished pieces at Central Garage and take over more items for annual preventive maintenance
- Pick up cantilevered racking and install in new maintenance shop and move lumber to racking
- Start building new pavilion at Bakersfield Park weather permitting
- Work on rebuilding tank wagon wooden parts
- Clean up down tree in Lafayette Triangle

**Park Board Signatures:**

Approved this Monday, February 5, 2024

\_\_\_\_\_  
**Roger Nafziger, President**

\_\_\_\_\_  
**Jennifer Shell, Vice President**

\_\_\_\_\_  
**Jim Wellington, Member**

\_\_\_\_\_  
**Megan Hessel, Member**

**Jenni Samuel, Secretary:** \_\_\_\_\_



Contract for Pond Care
Shanklin Park - 2024
411 W Plymouth Ave, Goshen, IN

Description of Season-Long Pond Care Service

- Regular pond inspections every 2 to 3 weeks from late April through September (10 to 12 visits).
Applications for control of submersed weeds as needed throughout the season.
Applications for control of non-resistant algae as needed throughout the season.

\*Water Use Restrictions: There are no water use restrictions after algae treatments. Weed treatments may result in irrigation restrictions of 3 to 30 days, but only if you use pond water to irrigate. If you have concerns about irrigation, please give us a call.

Cost for Season-Long Pond Care: \$1,435.00 plus 7% sales tax

Optional Services

- Phosphorus Reduction Treatment: Phosphorus is the main nutrient causing excessive plant and algae growth in ponds. It enters ponds through runoff, leaves, grass clippings, etc. We can use phosphorus removal products that help offset inputs of phosphorus and results in less problems with excessive algae. This is usually a once per year application early in the treatment season. \$500.00 plus 7% sales tax
Blue Pond Dye: Dying the pond blue reflects sunlight which helps reduce weed and algae growth in the pond. \$240.00 plus 7% sales tax

Customer Approval

\*All work is accomplished by trained, licensed, fully insured biologists and technicians in accordance with guidelines set forth by the state of Indiana. Aquatic Weed Control uses best management practices associated with chemical and mechanical control. Aquatic Weed Control cannot be held responsible or liable for consequences resulting from circumstances beyond reasonable control (i.e. vandalism, unforeseen weather conditions, disregard of posted signs, etc.).

Payment Terms: Payment is due 30 days from the customers receipt of the invoice. The first half of the contracted amount will be billed in spring and will be due on or before April 1. The second half of the contracted amount will be billed in summer and due by August 1.

Signed: James S. Doherty
Owner/Operator - Aquatic Weed Control

Signed:
Customer/Authorized Agent

Date:

We offer several other services as well. Check any boxes below if you would like us to contact you with more information.

- Sediment Removal and dredging
Fountain sales, installation and service
Aeration sales, installation and service
Weed control in rocks and on pond banks
Cattail and water lily control

P.O. Box 325
Syracuse, Indiana
46567
574-533-2597
Fax 574-534-8230
jim@aquaticweedcontrol.com

SERVICE AGREEMENT

This Agreement is entered into this 19 day of February, 2024 by and between the City of Goshen Parks and Recreation Department, hereinafter referred to as "GPRD" and Hector 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 Martial Art Instruction services for the following GPRD program/activity:  
PROGRAM NAME: Martial Art Camp  
DAY(S) & TIME(S): TBD  
LOCATION: Schrock Pavilion, other locations TBD  
START DATE: 2/19/2024  
END DATE: 12/31/2024
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.

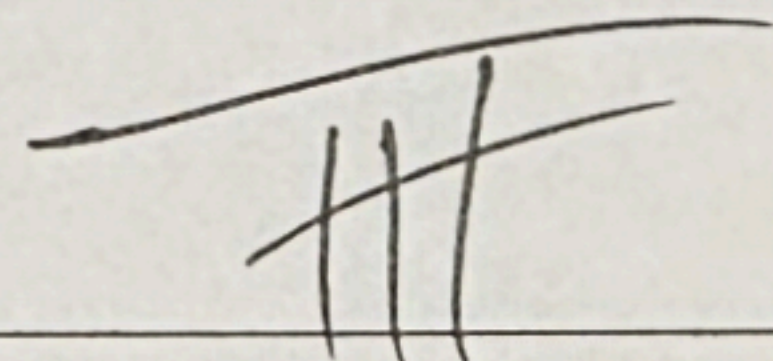
10. If any part or parts of this Agreement shall be held to unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision 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: Hector Torres  
Address: 2606 Peddlers Village Rd.  
Suite 205 Goshen IN 46526  
Ph: 574-830-5012

D# 187779

	<b>LOCAL GOVERNMENT ENTITIES</b> <b>2024 Rate Schedule and Report Form</b>	
	Account No.: 500690923	Premise Name: City Of Goshen, IN; Goshen,, IN
Report Due: 12/30/2024		

**SCHEDULE A: Base License Fee**

Population Size			Base License Fee
1	to	50,000	\$434.00
50,001	to	75,000	\$867.00
75,001	to	100,000	\$1,041.00
100,001	to	125,000	\$1,389.00
125,001	to	150,000	\$1,734.00
150,001	to	200,000	\$2,256.00
200,001	to	250,000	\$2,773.00
250,001	to	300,000	\$3,299.00
300,001	to	350,000	\$3,817.00
350,001	to	400,000	\$4,338.00
400,001	to	450,000	\$4,854.00
450,001	to	500,000	\$5,378.00
500,001	Plus***		\$6,591.00

\*\*\* \$6,591.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$86,727.00

**SCHEDULE B: Special Events**

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.


"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

**SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys**

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$500.00 .

**License Fee for Year 2025 and Thereafter**

For each calendar year commencing 2025, all dollar figures set forth in Schedules A, B and C above (except for \$500.00 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

	<b>LOCAL GOVERNMENT ENTITIES</b> <b>2024 Rate Schedule and Report Form</b>
Account No.: 500690923	Premise Name: City Of Goshen, IN; Goshen,, IN
Report Due: 12/30/2024	



**SCHEDULE A: Base License Fee** (Due upon execution of Agreement and within 30 days of the Agreement's Renewal Date.)

Population Size: ---- 34,756  
 (Per current U.S. Census Data)

Base License Fee: \$ 434.00  
 (Please refer to attached Rate Schedule)

**SCHEDULE B: Special Events\*** (Report and Payment due 90 days after the conclusion of each Special Event)

Event Date (mm/dd/yyyy) If More than 1 Event Per Day, Please Report As Separate Entries)	Performer(s) or Group(s) Appearing	Gross Revenue of Event (Must Exceed \$25,000)	% Applies to Gross Revenue	Event Fee	Is a Program of Musical Works Attached? (Yes/No)	If the Event is Co-Sponsored (Please Identify The Co-sponsor's Name, Address, Phone Number and ASCAP Account Number)
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____

**\*\*Special Events\*** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

**\*\*\*Gross Revenue\*** means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

**LOCAL GOVERNMENT ENTITIES (continued):** (Please complete form in its entirety.)

**SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys**

Report Year: 2024

Annual License Fee: \$500.00 (Due within 30 days of Renewal Date.)

Total Fees Reported From Any or All of Schedules A, B or C: \$ 0

Base Licensee Fees accompanied by a completed Report Form are due and payable within 30 days of the License Agreement's renewal date. The Report along with payment may be mailed to the ASCAP address below.

Contact Person: _____ / _____ (Please print Contact's Name.)	(Please print Contact's Title.)
Phone No.: ( ) _____ Fax No.: ( ) _____	Email: _____ Website: _____
I certify that the above information is true and correct.	Signature: _____ (Please print Name and Title of Signature name above.)
Dated: _____	

GLCS@ascap.com 1-800-505-4052 1-615-691-7795 (FAX)  
Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>

12/20/2010 F0166\_0124



Account No.: 500690923

City Of Goshen, IN  
202 S 5th St.  
Goshen,, IN 46528-3714

ASCAP  
Account Services  
P. O. Box 331608-7515,  
Nashville, TN 37203-9998

IMLA