

**Goshen Parks and Recreation Board
Regular Meeting Agenda
City Courts Building, 111 East Jefferson Street, Goshen, Indiana
Monday November 15, 2021, 4:30 PM**

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

September 2021 Payable Docket

<u>Personnel Services</u>	<u>\$104,608.60</u>
<u>Supplies</u>	<u>\$17,950.83</u>
<u>Other Services and Charges</u>	<u>\$30,720.36</u>
<u>Capital Outlays</u>	<u>\$0.00</u>
<u>Non-Appropriated</u>	<u>\$3,825.59</u>
<u>Total Payable Docket</u>	<u>\$157,105.38</u>

Approval of Parks and Recreation Gifts, September 2021

Gift Expenditures

<u>Gift/Kid's Triathlon</u>	<u>\$1,025.00</u>
<u>Gift/Pool Receipts</u>	<u>\$237.75</u>
<u>Gift/Adult Triathlon</u>	<u>\$1,109.66</u>
<u>Total Gift Expenditures</u>	<u>\$2,379.89</u>

Gift Revenue

<u>Park Gift/Interest</u>	<u>\$21.33</u>
<u>Park/Gift Memorial Bench</u>	<u>\$500.00</u>
<u>Park/Misc Donation</u>	<u>\$10.00</u>
<u>Park/Pickleball</u>	<u>\$980.00</u>
<u>Total Gift Revenues</u>	<u>\$1,511.33</u>

- V. **Public Presentations and Correspondence**
- VI. **Approval of Superintendent and Director Reports**
- VII. **New Business**
 - 1.) Update on Model School usage for Pickleball – Stephens
 - 2.) Scherba Service Agreement – Stephens
 - 3.) Recreation Service Agreements - Stephens
 - 4.) Wind Chimes - Heyde
- VIII. **Old Business**

None

Distribution:

Park Department

Tanya Heyde
Kevin Yoder
Kimberlee Stephens
Stacye 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, November 15, 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: October 18, 2021

Time: 4:30 pm

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

Physically Present: Tanya Heyde, Superintendent; Staycie Howland, Administrative Office, Don Shuler, Park Attorney; Jim Wellington, Member; Jennifer Shell, President; Bill Veenstra, Secretary. **Virtually Present:** Julia King, Council.

I. Call to Order

Shell called the meeting to order at 4:30 PM.

II. Motion to Amend Agenda

III. Approval August 2021 Park Board Minutes

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

IV. Approval of Park Payable Docket, August 2021

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

Approval of Park Gifts Expenditures, August 2021

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

Approval of Park Gifts Revenue, for August 2021

Shell called for a motion to approve the Gift Revenue for August 2021 as presented. On a motion by Wellington, Seconded by Veenstra, ayes carried.

V. Public Presentations and Correspondence

VI. Approval of Superintendent and Director Reports

Heyde updated the Board on the COVID illnesses and exposures within the Parks Department.

Shell asked Heyde about the new permitting needed for the new skate park because of it being in a flood way. Heyde informed the Board she had a Zoom meeting with Abonmarche and IDNR to go review improvements needed for the skate park as well as moving the concrete back 30ft. Heyde also stated moving the concrete slab will require IDNR full floodway permitting. Heyde informed the Board there is another Zoom meeting set up later in the week to see what our next steps are. Heyde additionally noted that there would be some master planning that will take place for Rogers in Park 2022. Heyde suggested perhaps in meantime we could remove existing skate equipment and just leave the concrete that is already there to be utilized until new equipment can be replaced.

Wellington asked Heyde if she knew why the usage of Model school gymnasium for Pickleball this winter was modified. Heyde stated she was not sure why and that she would have to check with Stephens and either herself or Stephens would get back with him with that information.

Shell called for a motion to approve the Superintendent and Supervisor Reports for October 2021 as presented. On a motion by Wellington, Seconded by Veenstra, ayes carried.

VII. New Business

1.) Amend January through September Agendas, correcting year

Heyde stated the Park Board Agendas distributed for January through September had the incorrect year of 2020 and it should have been 2021. Heyde asked the Board to accept the changes as submitted. On a motion by Wellington, Seconded by Veenstra, ayes carried.

2.) Notice of Public Hearing and Notice of Adoption Declaratory Resolution

Heyde presented the Board with a Notice of Public Hearing and Notice of Adoption Declaratory Resolution to amend the boundaries from the Redevelopment. Wellington asked how it would impact the Parks Department. Heyde stated she believed the Park Board was informed because the Redevelopment Department wanted to be sure that any interested party in the City would not authorize any construction, improvements or re-zoning of the property. No motion needed. Informational only.

VIII. Old Business

None

Park Board Signatures:

Approved this Monday, November 15, 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: SEPTEMBER 30TH, 2021

204-PARKS AND RECREATION

CULTURE AND RECREATION

75.00% 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	48,305.15	449,605.92	69.71	195,394.08
204-550-00-411.0140 P&R/PART-TIME PERSON	410,000.00	410,000.00	26,340.89	270,411.49	65.95	139,588.51
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	4,347.40	42,536.86	61.65	26,463.14
204-550-00-413.0200 P&R/MEDICARE	16,200.00	16,200.00	1,016.73	9,948.13	61.41	6,251.87
204-550-00-413.0300 P&R/RETIREMENT	98,000.00	98,000.00	7,788.11	71,941.52	73.41	26,058.48
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	167,103.72	77.01	49,896.28
204-550-00-413.0700 P&R/CELL PHONE	2,400.00	2,400.00	150.00	1,200.00	50.00	1,200.00
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	104,608.60	1,020,244.18	68.58	467,330.82

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	172.75	1,548.35	48.39	1,651.65
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	529.67	1,322.62	26.45	3,677.38
204-550-00-422.0153 P&R/GENERAL PROGRAM	28,000.00	28,000.00	1,781.98	27,731.64	99.04	268.36
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	3,037.01	18,778.70	58.68	13,221.30
204-550-00-422.0251 P&R/OTHER GARAGE & M	1,000.00	1,000.00	47.54	197.30	19.73	802.70
204-550-00-422.0311 P&R/INSTITUTIONAL &	21,000.00	21,000.00	298.93	13,048.75	62.14	7,951.25
204-550-00-423.0110 P&R/BLDG MATRS& SUPP	30,000.00	31,680.00	143.25	17,408.11	54.95	14,271.89
204-550-00-423.0125 P&R/STREET, ALLEY, & SE	32,300.00	32,300.00	0.00	10,740.77	33.25	21,559.23
204-550-00-423.0201 P&R/REPAIR PARTS	4,000.00	4,000.00	143.44	2,844.01	71.10	1,155.99
204-550-00-423.0301 P&R/MACHINERY & TOOL	4,000.00	4,000.00	0.00	2,190.67	54.77	1,809.33
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	9,203.24	13,612.05	38.89	21,387.95
204-550-00-429.0002 P&R/OTHER SUPPLIES	<u>30,560.00</u>	<u>30,879.00</u>	<u>2,593.02</u>	<u>21,222.60</u>	<u>68.73</u>	<u>9,656.40</u>
TOTAL SUPPLIES	234,150.00	236,149.00	17,950.83	132,605.40	56.15	103,543.60

OTHER SERVICES/CHARGES

204-550-00-431.0500 P&R/SERVICES CONTRAC	113,700.00	113,700.00	5,074.79	31,940.96	28.09	81,759.04
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	207.50	13,600.00	45.33	16,400.00
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	591.72	7,784.08	44.61	9,665.92
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	228.00	1,534.60	25.58	4,465.40
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	565.31	5,354.05	53.54	4,645.95
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: SEPTEMBER 30TH, 2021

275-PARK GIFT FUND

CULTURE AND RECREATION

75.00% 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	1,025.00	10,646.73	0.00 (	10,646.73)
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	7.48	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	237.75	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	0.00	1,675.00	0.00 (	1,675.00)
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	1,109.66	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	2,379.89	47,253.06	0.00 (	47,253.06)
<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	2,379.89	60,013.20	0.00 (	60,013.20)
TOTAL CULTURE AND RECREATION	0.00	0.00	2,379.89	60,013.20	0.00 (60,013.20)
TOTAL EXPENDITURES	0.00	0.00	2,379.89	60,013.20	0.00 (60,013.20)

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BUDGET TO ACTUAL REVENUE (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2021

275-PARK GIFT FUND

CULTURE AND RECREATION

75.00% 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	21.33	246.73	0.00 (	246.73)
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	500.00	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	10.00	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	980.00	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	1,511.33	23,972.58	0.00 (	23,972.58)
TOTAL NON-DEPARTMENTAL	0.00	0.00	1,511.33	23,972.58	0.00 (	23,972.58)

BUDGET TO ACTUAL REVENUE (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2021

275-PARK GIFT FUND

CULTURE AND RECREATION

75.00% 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	1,511.33	23,972.58	0.00 (	23,972.58)
TOTAL REVENUES	0.00	0.00	1,511.33	23,972.58	0.00 (	23,972.58)

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

Volunteers: Partnerships/Networking:

- Vibrant Communities – Organizing Group and Steering Committee/Outreach Team. Organizing Group meeting on October 19 to meet with Planning Next, consultants, to detail logistics for next steps. Steering Committee and Outreach Team meetings scheduled for November 4.
- 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 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.

General Projects:

- Parks Maintenance Building – Working with Mayor, Redevelopment, Engineering and Abonmarche to develop a plan for the proposed location.
- Roof Estimates – Working with Horner Roofing to replace damaged roofs from the 2019 hailstorm. Roofs the Department is looking to repair 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.
- Park Pavilions – The Department is acquiring quotes for installation of an open-air pavilion at two park locations, Bakersfield Park and Dykstra Park. The Department is moving forward with soliciting quotes for pavilion kits to purchase, maintenance staff will build. The pavilions will be neighborhood pavilions, approximately 24' x 34' in size without restrooms. The Parks Department appreciates the interest both neighborhoods have offered in adding a pavilion. Both Neighborhood Associations and the community members actively use the parks for their neighborhood gatherings and meetings.
- 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.
- 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.
- Budget 2022 – Budget was presented for first reading to City Council on September 21. The second reading is scheduled for October 19. The budget was presented as reviewed and approved by the Board at the September meeting.
- Tyler Joldersma Skate Park – Planning for the next public input where Abonmarche will share a concept that includes equipment pieces chosen from the previous public engagement. Input will assist with layout of the equipment and design.
- 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

October 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**
 - Fall dance has started and will run through November 2021
 - 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 registration now open
 - Pound Fit is indoors now
 - Zumba is indoors now
 - VIBE classes is indoor at Schrock Tuesdays
- **Mullet Park Disc Golf Course**
 - Course is open and very utilized
- **Special Events**
 - Trunk or Treat October 15 from 5pm-7pm at Shanklin Park
 - Vendors include: Goshen Fire Department, Goshen Police Department, Target, Goshen Health, Ozinga, Monster Message, Goshen Boys and Girls Club, Goshen Library, Trilogy Health Services
 - Attendance was roughly 300 children
- **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**
 - Field trip planning as needed with Goshen Community Schools
 - Community Dives and Training Dives for Goshen Fire Department
- **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

Committees/New Initiatives

Safety Committee

- Continue to attend bimonthly meetings
- Assign OSHA required modules to all park staff
- Monitor completion requirements for modules
- Implementing training and severe weather policies.
- City Liaison for Vibrant Communities-attended monthly meetings and events as they are scheduled.

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.

November Objectives:

- Daily preparations for upcoming 2022 Fall and Winter programming and events
- Continue to secure programming dates, facilities, and instructors for 2022
- Continue to attend Safety committee and Pumpkinvine committee meetings.
- Continue working on the 2021 Annual Report and end of the year financials.
- Continue working on the accreditation process for CAPRA
- Continue attending all meetings and committee events as scheduled
- Continue working on programming as it relates to new COVID 19
- OSHA training for all staff

Maintenance Development Director: Kevin Yoder

October Accomplishments:

- Clean grates
- Mow parks
- Mow ball fields 2 times a week
- Playground inspections – 4
- Repair water leak in Kiwanis Pavilion center room hose bib
- Fill approaches on wooden bridge on Abshire Trail with 10f material to level
- Turn on breaker so hand dryer works Oakridge Pavilion
- Fill holes on Pumpkinvine Trail and Millrace Trail
- Repair boards on fence between tot lot and 5-12 year old areas at Tommy's Playground
- Replace light at Lafayette Triangle sign
- Replace light switch in Fidler Pavilion storage room that was broke off
- Replace broken valve for ice maker in concession building
- Clean up tree limbs down at 607 West Plymouth Avenue
- Mount picture frames on wall at Welcome Center
- Let Vangaurd (3rd party testing service) in to test water meters at 5 locations
- Repair split rail fence at Abshire parking lot (3 posts and 6 rails)
- Replace broken post at Reith Park parking lot
- Mark sprinklers and irrigation lines at Pringle Park for Center for Healing and Hope event
- Mow triangles
- Open restrooms 2 days
- Replace broken bench at Bakersfield Park
- Shut off irrigation
- Clean tractor, put sides on trailer and pickup hay for hay rides at trunk or treat event
- Replace hand dryer and motion sensor switch for light at Walnut Pavilion woman restroom
- Remove temporary irrigation on Abshire sledding hill
- Remove trip hazard on Pumpkinvine Trail at county road 28 and fill hole with concrete
- Clean gutters on Schrock Pavilion
- Shut off splash pads
- Paint over graffiti on Wilden Avenue Trail
- Start clearing grapevines and brush off fence at Abshire sledding hill
- Assist utilities in removing water meters
- Start winterizing pavilions, irrigation and splash pads
- Repair broken irrigation line inside Diamond 2 press box
- Move equipment to streets in preparation for flood

Maintenance Development Director: Kevin Yoder

November Objectives:

- Playground inspections

- Bridge inspection
- General repairs
- Mow trails back
- Close concessions building and pool building for winter
- Shut off and blow out irrigation systems
- Remove water meters and winterize restrooms
- Work on trail maintenance
- Remove goose fountain and fountain in Shanklin Pond
- Finish winterizing pavilions, irrigation and splash pads
- Finish removing grapevines and brush along fence at Abshire Park
- Add trail material to Pumpkinvine Trail, Pringle Trail and Millrace trail
- Pour bench pad for memorial bench at Shanklin Pond

Facility Coordinator: Frank Shula

October Accomplishments:

- Inspect facilities. Maintain cleaning supply inventory.
- Supervise cleaning/rentals. Show potential renters facilities.
- Report maintenance issues that I am unable to repair.
- Scheduled community service if staffing allows.
- Picked statue and finalized flower selection for the quilt garden 2022
- Shampooed carpets at park office.
- Scheduled A-1 to repair concrete. Caulked at Abshire. Obtained a quote for concrete repair at Pringle.
- Prepared Schrock pavilion for the River Basin committee and Teamster meetings.
- Organized and supervised volunteer group from Bethany Christian School at Walnut and Reith.
- Emailed October grease trap reports to waste water.
- Assisted with the flood clean up in the basement of the administrative office.
- Scheduled Great Lakes to repair basement wall at the office that is under warranty and maintained a quote for the two other leaking walls.
- Obtained a quote for an additional pavilion kit from APC
- Cleaned the interior and exterior of Abshire Cabin. Also replaced a broken blind at the facility.
- Scheduled Cripes to pick up and move portlets.
- Organized staff to shampoo the carpets at Schrock Pavilion
- Open and clean restrooms when needed.
- Removed the AED from barn. Will be stored in my office for winter.

November Objectives:

- Obtain a quote from Nova for drain tiles for the basement at the Administrative office.
- Email Grease trap reports for November.
- Prepare the Schrock pavilion for Nipsco meeting, OSHA trainings and the public meeting at the Administrative office.
- Schedule repair of projector at the Schrock pavilion.

Park Board Signatures:

Approved this Monday, November 15, 2021

Roger Nafziger, Member

Jennifer Shell, President

Jim Wellington, Member

Jenni Samuel, Vice-President

Bill Veenstra, Secretary: _____

Proposal

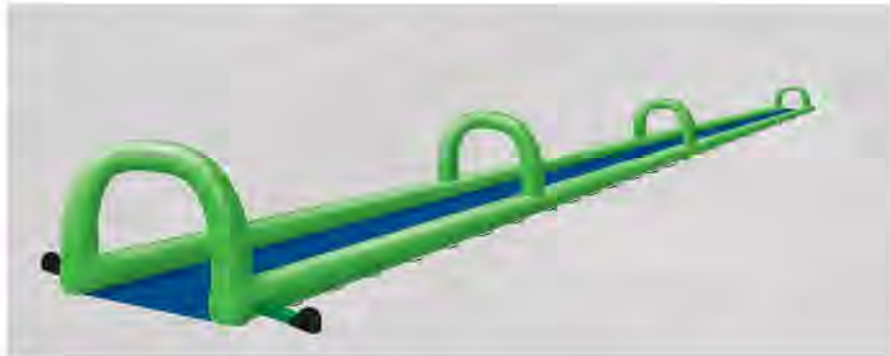
October 27, 2021

City of Goshen/Slip-n-Slide



inflatable images

Qty	Description	Total Price
1	Slip-n-Slide 8'H x 12'W x 300'L Stock colors: red, green, blue, yellow, orange, black, brown, and gray Pricing does not include freight. Quote valid for 30 days.	\$21,019.00



Proposal may include one or more of the following:

- Construction (printed): ScherPrint 18oz. Ultra-White or Clear Vinyl specially formulated digital print substrate with ultraviolet, mildew and flame resistant infused inhibitors.
- Print: Digitally printed art as required is processed on an HPLatex3000 using water based latex six color inks, resolution up to 1200 x 1200, UV curable ink technology, resolution up to 1200 x 600 optimized dpi to ensure true photo-realistic results.
- Print: EFI Vutex LX3. Resolution up to 600 to 1000 dpi, eight colors plus single-pass multilayer and white ink printing, 12pl grayscale technology, UV (3M) Superrange ink, powerful LED curing technology handles flexible and ridged substrates up 126" wide, express mode 3,400 sq ft per hour/production mode up 94 (4'x8') boards per hour.
- Cutting: Digitally printed substrates are precision cut to shape on a ZundG3 advanced flatbed digital cutter/router. Protection: Digitally printed fabric substrates are coated on a Drytac Versa Coater XL eco-friendly liquid laminator.
- Base: 10 - 17 oz. Ultra Schercote HD. Inner Walls: Combination of Ultra Schercote III and 4.5 oz. rip stop nylon. Basic: Finished with flat-fold seams, double needle lock stitch and sewn with highgrade polyester thread.
- Inflation Fan: Electric QTY (2) BP-2
- Light system
- Installation System:
 - Stakes
 - 14 gauge 50' extension cord
 - Repair Kit
 - Instruction booklet
- Production Time:** 90 Days from the time we have received your purchase order/payment, artwork approval and all necessary information to begin production.
- Warranty:** Inflatable Images warrants these products against defects in materials and workmanship for a prorated period of 1 year from purchase.
- Freight:** Delivery time dependent on when the order, payment, and all necessary information to process order is received. Freight is F.O.B. factory (Brunswick, Ohio), prepaid and charged back. Title and control of product passes at origin (when the carrier signs for the goods). Buyer has total responsibility over the goods while in shipment. Customer shall be responsible for the filing of claims (if any) for lost, missing, or damaged product while in transit.

Hi Kimberlee,

If you purchased two 300ft slides I can offer you a 10% discount the price would be \$18,917.10 per slide.

Thanks,
Tammy

PURCHASE AGREEMENT CONTRACT

1. Subject to the terms and conditions set forth herein, and on the reverse side hereof, Scherba Industries, Inc. ("Scherba") hereby sells to _____ ("Customer"), and Customer hereby purchases from Scherba, an interactive inflatable described as follows: _____ ("Inflatable").

2. Subject to the terms and conditions set forth herein, and on the reverse side hereof, Scherba shall also provide to Customer the following services (describe set-up, operator, banners, accessories, or other items; mark "N/A" if not applicable): _____ ("Other Items").

3. The price for the purchase of the Inflatable and Other Items shall be _____ (U.S. Dollars), payable _____ (i.e., date/ship/delivery). Any municipal fee or permit shall be obtained by Customer and at Customer's cost.

4. Customer agrees that Scherba shall not be responsible for any loss or damage to Customer, including incidental damages, consequential damages, or lost profits, caused to it and/or its customers, or anyone else, which is related to or alleged to be related to the failure or defect of the Inflatable or Other Items, or otherwise. Nevertheless, Customer will immediately notify Scherba of each accident arising out of the alleged or apparent improper manufacturing, functioning, or operation of any Inflatable or Other Item.

5. Customer agrees to maintain the Inflatable and Other Items in good operating order, repair, condition, and appearance and keep the Inflatable and Other Items protected from the elements. Customer shall not remove, alter, or cover any plates, tags, labels or other identifying items which may be affixed to the Inflatable or Other Items.

6. Customer acknowledges that the operation and use of the Inflatable and Other Items involves risks, including those which may result in serious injury and/or death. Customer is using the Inflatable and Other Items with knowledge of the dangers involved and agrees to accept all risks associated with the Inflatable and Other Items.

7. Customer agrees not-to-sue, and forever releases Scherba Industries, Inc., and the manufacturer, the seller and distributor of the Inflatable and Other Items, the sponsor of the event in which they are used, and/or any of their respective sub-contractors, officers, directors, agents, employees, and affiliates (said entities and persons jointly hereinafter referred to as "Scherba"), from all present and future claims which may be made by Customer or users of the Inflatable and Other Items, and/or their families, estate, heirs, representatives, kin, or assigns, for property damage, personal injury, and/or wrongful death, including but not limited to those based upon negligence, product liability, strict liability, design, function, supervision, operation, manufacture, warranty, contract, or otherwise, and which arise as a result of the use, operation, set-up, or delivery of, or which relates to or concerns, the Inflatable and/or Other Items, whenever, or however the same may occur. Customer agrees that Scherba is not responsible for any injury, death or property damage arising out of the use, operation, set-up, or delivery of, or which relates to or concerns, the Inflatable and/or Other Items. Customer also agrees to indemnify and hold Scherba harmless for all claims, costs, expenses, damages, and liabilities, including personal injury, death, or property damage claims arising or in any manner occasioned out of the use, operation, supervision, set-up, or delivery of, or which relates to or concerns, the Inflatable and/or Other Items, and all related activities. Customer agrees that it shall be solely responsible for the entire risk, and each and every cause or hazard of loss, which is related to the Inflatable and Other Items. Customer understands that this release and indemnity is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and agrees that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

8. Customer agrees that it shall bear the risk of loss of, or damage to, the Inflatable and Other Items, from any cause whatsoever, once it departs Scherba's place of business.

NOTICE: THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF ARE INCORPORATED AS IF FULLY REWRITTEN ON THE FACE HEREOF, AND THIS RENTAL AGREEMENT IS ALSO SUBJECT TO SAID TERMS AND CONDITIONS.

Signature

Date

Name printed

Title

TERMS AND CONDITIONS OF SALE
SCHERBA INDUSTRIES, INC.

These conditions apply to all quotations, orders and contracts existing and future

1. CONSTRUCTION AND LEGAL EFFECT: Our sale to you is limited to and expressly made conditional on you assent to the typed and printed terms and conditions of sale on the face and reverse side hereof, all of which form a part of the order and which supersede and reject all prior writings, representations, negotiations and purchase orders with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. Further, these conditions of sale shall apply to all future orders, contracts and quotations between the parties.
2. PRICES: Unless otherwise noted on the face hereof, prices are net, FOB, our plant. Stenographic, clerical and mathematical errors are subject to correction. Orders which are subject to future shipment for which prices have been quoted, are subject to change without notice.
3. DELIVERY: Dates for furnishing services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of required deposits, complete technical data and specifications as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to deliver caused by carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials from ordinary sources, fires, floods, storms, accidents, causes designated as acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control. In no event shall we be liable for any damages or penalties whatsoever, whether incidental, direct, indirect, special or consequential, resulting from our failure to perform or delay in performing.
4. SHORTAGE, DAMAGE, RISK OF LOSS, ERRORS IN SHIPMENT: Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property shall be borne by you, and such loss, injury or destruction shall not release you from payment of purchase price. You shall not receipt for goods that are not in accordance with the bill of lading or express receipt, without proper notation to the carrier, and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment promptly. You shall inspect and examine all items and goods covered by the order when unpacking crates, unloading truck, or un-boxing goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render assistance to help trace and recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery. Goods must be inspected immediately, and any revocation, claim, complaint and/or rejection must be made within ten (10) days of receipt of said goods.
5. TAXES: Our prices do not include sales tax, excise, occupation, processing, transportation or any other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law, consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties, with respect to the materials covered by the order, and shall save us harmless therefrom.
6. CREDIT AND PAYMENT: Unless otherwise noted on the face hereof, payment for goods shall be thirty (30) days net. Prorate payments shall become due with partial shipments. We reserve the right at any time to suspend credit or change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event be liable for non-performance of contract in whole or in part. All past-due accounts will bear interest at the rate of one and one-half percent (1 ½%) per month, and if Purchaser fails to pay promptly, Purchaser will also be responsible for all costs of collection, including reasonable attorney fees and court costs.
7. CANCELLATION AND CHANGES: Orders which have been accepted by us are not subject to cancellation or changes in specifications, except upon our written consent, and we may require as a condition of such consent, reimbursement for any cost incurred in performance of order in original form.
8. DEFERRED SHIPMENT: If the shipment is deferred at your request, payment of the contract price shall become due when you are notified that the goods are ready for shipment. If you fail to make payment and furnish shipping instructions, we may either extend the time for doing so or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.
9. DISCLAIMER OF WARRANTIES: SCHERBA INDUSTRIES, INC. DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS BEING SUPPLIED PURSUANT TO THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. LIMITATION OF LIABILITY: IN NO EVENT SHALL SCHERBA INDUSTRIES, INC. BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND SCHERBA INDUSTRIES, INC.'S LIABILITY, UNDER NO CIRCUMSTANCES WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH THE LIABILITY IS CLAIMED. PURCHASER'S SOLE REMEDY SHALL BE EITHER THE COST OF SAID GOODS, OR REPLACEMENT THEREOF, AT THE OPTION OF SCHERBA INDUSTRIES, INC. ANY ACTION FOR BREACH OF CONTRACT OR BREACH OF WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE OF SHIPMENT OF THE PRODUCT.
11. APPLICABLE LAW: The rights and duties of the parties shall be governed by the laws of the State of Ohio.
12. CHOICE OF FORUM AND JURISDICTION: The parties agree that this Agreement, and the obligations and duties created hereby, are to be performed in the State of Ohio. The parties hereto agree that neither of them shall commence any action whatsoever, at law or in equity, for any matter or assert any claims relating to or arising from this agreement or the relationship of the parties, in any court other than those located in the County of Medina, State of Ohio. The parties hereto hereby consent to the jurisdiction of the state and federal courts located in Medina County, State of Ohio, for the litigation of any claims that exist or arise between them now or in the future. The parties hereby stipulate that venue, as well as jurisdiction, is proper only in Medina County, State of Ohio.
13. NO OTHER CONTRACT PROVISIONS: Terms and conditions of your order shall be without force and effect, except as they are identical herewith. No dealer, broker, branch manager, agent, employee or other representative of ours has the power or authority except to take orders for our products and to submit the same to us, at our factory, for our approval and acceptance or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained in writing. These terms and conditions shall, without change, modification, or addition, be incorporated in and become part of any agreement between the parties.
14. INDEPENDENT CLAUSES: Each clause of these terms and conditions shall be construed as standing independently. In the event any clause or section is deemed by a court of law or equity to be invalid, only the particular clause or section shall be without effect while all other clauses and sections are left intact.

SERVICE AGREEMENT

This Agreement is entered into this 1 day of November, 2021 by and between the City of Goshen Parks and Recreation Department, hereinafter referred to as "GPRD" and Dwight Gunter 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 Dwight Gunter services for the following GPRD program/activity:
PROGRAM NAME: Indoor Volleyball
DAY(S) & TIME(S): Monday thru Thursday
LOCATION: Chamberlain elementary school
START DATE: 11/1/2021
END DATE: 11/1/2022
2. GPRD shall pay Contractor for said services the sum of \$25.00 per game 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 of 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,

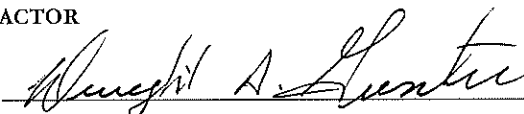
its successors and assigns, from and against any and all obligations, liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, losses, judgments, proceedings, actions, and causes of action of any and every kind and nature, including without limitation, any damage or 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

Title: _____

CONTRACTOR



Printed Name: Dwight Gunter
Address: 23669 DeCamp Blvd.
Elkhart, IN 46516
Ph: 574-360-5588

SERVICE AGREEMENT

This Agreement is entered into this 1 day of November, 2021 by and between the City of Goshen Parks and Recreation Department, hereinafter referred to as "GPRD" and Earl Stutzman 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 Earl Stutzman services for the following GPRD program/activity:
PROGRAM NAME: Indoor Volleyball
DAY(S) & TIME(S): Monday thru Thursday
LOCATION: Chamberlain elementary school
START DATE: 11/1/2021
END DATE: 11/1/2022
2. GPRD shall pay Contractor for said services the sum of \$25.00 per game 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: _____



Printed Name: EARL E. STUTZMAN
Address: 505 S. IND. AVE.
GOSHEN, IN. 46526
Ph: 574-320-1394