

Eldridge Parks & Recreation Board Meeting Agenda

Tuesday, December 12, 2023 6:30 p.m. at City Hall

- Call to Order & Roll Call
- Approval of Agenda
- Public Comment
- Consideration of approval of the minutes from November 14, 2023.
- Consideration of approval of Park bills
- Old Business
 - Hickory Creek Lake Discussion
 - 4-Plex Dugouts
 - i. Excel Doesn't specialize in chain link, so no quote.
- New Business
 - Park Board Applications
 - New field/shelter scheduling app.
 - Band Shell Discussion
 - Park Signs
- Adjourn

The next Park and Recreation Board meeting is Tuesday, January 09, 2024, at 6:30 p.m.

The regular meeting of the Eldridge Parks & Recreation Board was called to order at 6:30 P.M. on November 14, 2023, at City Hall.

Board members who were present were Scott Campbell, Jeff Ashcraft, Lee Westendorf, and Jill DeWulf. Tricia Campbell was absent. Also present were Bill Tubbs, Tracy Lindaman, and Ashley Lacey.

Motion by Dewulf, second by Ashcraft to approve the agenda with the addition of adding 4-Plex Dugouts to old business. Motion approved unanimously by voice vote.

Motion by Ashcraft, second by Westendorf to approve the minutes from October 10, 2023. Motion approved unanimously by voice vote.

Motion by DeWulf, second by Westendorf to approve bills payable in the amount of \$73,402.42. Motion approved unanimously by voice vote.

Old Business-

Hickory Creek Lake, the board would like this placed back on next month's agenda to discuss a plan to present to the council their idea.

One quote has been obtained for the dugouts at the 4-plex. Lacey will work to obtain at least two more to present at next month's meeting.

New Business-

A discussion was held about getting out into the community to fill the two open spots that will take place after the 1st of the year. The Board wants City staff to put it out on the Facebook page as well. There was also a discussion that a new Chairman and Chairman Pro Tempore will be needed to be voted on at the January meeting.

Lacey presented a program for scheduling for the parks department, he has two more demo's set up and will present them at the next meeting.

Tracy Lindaman and Bill Tubbs met with the Park Board on behalf of the North Scott Rotary, they would like to partner with the board to do a project at Sheridan Meadows, they had four ideas in mind, a band shell, bike rentals, splash pad, and ice rink/dekhockey. The board discussed that they have been interested in a band shell and would love to partner with them on this. Lacey will get with the City Engineer to start the process and get the ball rolling.

The park board was awarded a \$500 grant to go towards getting a new drinking fountain at Centennial Park.

Motion by Westendorf, second by DeWulf to adjourn the meeting at 7:13 pm. Motion approved unanimously by voice vote.

Respectfully submitted, Ashley Lacey, Billing Clerk

The next regular meeting is on December 12, 2023, at 6:30 p.m.

Name	GL Number	GL Description	GL	Amount
PS3 ENTERPRISES INC	004-5-430-6310	CENTENNIAL PARK	\$	9.61
PS3 ENTERPRISES INC	004-5-430-6310	HICKORY CREEK	\$	183.21
PS3 ENTERPRISES INC	004-5-430-6310	CRANDALL	\$	91.61
PS3 ENTERPRISES INC	004-5-430-6310	ELMEGREEN	\$	91.61
PS3 ENTERPRISES INC	004-5-430-6310	SHERIDAN MEADOWS	\$	95.00
PS3 ENTERPRISES INC	004-5-430-6310	DOG PARK	\$	95.00
JIMENEZ ALEJANDRO	004-5-430-6600	SHELTER REFUND	\$	50.00
TRESSEL LYNDSAY	004-5-430-6600	SHELTER REFUND	\$	50.00
MERSCHMAN HARDWARE	004-5-430-6310	TOTE LATCHING	\$	19.98
MERSCHMAN HARDWARE	004-5-430-6310	COUPLING NIPPLE	\$	6.98
MIDAMERICAN ENERGY COMPANY	004-5-430-6371	851 N 1ST ST PARK	\$	49.34
PLEASANT VALLEY REDI-MIX INC	004-5-430-6310	SIDEWALK @ CRANDALL PARK	\$	644.00

Quote

Beacon Athletics 901 Deming Way, Suite 101 Madison, WI 53717

visit our website at beaconathletics.com

Ship To:

ASHLEY LACEY

CITY OF ELDRIDGE ELDRIDGE. IA 52748-1234

305 N 3RD ST

Order Number: 0359752 Order Date: 11/16/2023 Salesperson: NB

Customer Number: 0027126 Project Mgr:

Sold To:

(800) 747-5985

CITY OF ELDRIDGE 305 N 3RD ST ELDRIDGE, IA 52748-1234

DUGOUTS Project name:

Customer P.O. Ship VIA COMMERCIAL FRT

F.O.B.

Terms

Special Instructions:

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
120-875-860	EACH	8.0	0.0	0.0	9,300.0000	74,400.00

DUGOUT PREM 8X20 N

PREMIUM TEAM DUGOUT - 8' H X 8' D X 20' L (MFR #ST820N)

- NORTHERN U.S. DESIGN
- INCLUDES POSTS, FRAME, AND ROOF (OPTIONAL CHAIN LINK NOT INCLUDED)
- 26-GAUGE GALV METAL ROOF PANEL & STEEL SUPPORT COLUMNS ARE POWDER COATED
- COLORS (FRAME AND ROOF): T.B.D. FROM MFR STD OPTIONS SEE BELOW

POWDER COATED STEEL FRAME COLOR OPTIONS (CHOOSE 1):

ALMOND, BLACK, RED, GREEN, BURGUNDY, BLUE, YELLOW, BROWN, FOREST GREEN

METAL ROOF COLOR OPTIONS (CHOOSE 1):

LIGHT STONE, MOCHA TAN, OLD TOWN GRAY, PURE WHITE, FOREST GREEN, HAWAIIAN BLUE, BARN RED, GALVALUME

ADD \$2,000.00 TO FINAL TOTAL FOR OPTIONAL STAMPED ENGINEERING REPORT

- *** ENGINEERING DISCLAIMER ***
- ENGINEERING COST INCLUDES INITIAL ANALYSIS AND ONE (1) REVISION
- ADDITIONAL REVISIONS WILL INCUR ADDITIONAL COSTS
- IF MODIFICATIONS TO STANDARD DESIGN ARE DEEMED NECESSARY BY ENGINEERING ANALYSIS TO MEET SITE-SPECIFIC CRITERIA, ADDITIONAL MATERIAL CHARGES MAY APPLY
- *** IMPORTANT PLEASE NOTE ***
- OPTIONAL CHAIN-LINK FENCING NOT INCLUDED WITH DUGOUTS MUST BE PROVIDED BY OTHERS.
- COLORS MUST BE DECIDED BEFORE MANUFACTURING TIMELINE WILL BEGIN.

THESE DUGOUTS REQUIRE EACH POST TO HAVE IT'S OWN FOUNDATION. THESE WORK BETTER IF CONCRETE PAD IS NOT PRESENT.

Note: For orders without tax exemption certificates on file, sales tax will be charged, where applicable, at the time of invoicing.

74,400.00 Net Order: 0.00 Discount 2.700.00 Freight: 0.00 Sales Tax: Order Total (USD): 77,100.00

Our promise to our customers...

- -Prompt response to your inquiries from knowledgeable and courteous staff
- -Quality products that meet your demanding requirements
- -Commitment to continuous improvement to achieve an exceptional customer experience

Let me know if we have failed to achieve this promise - or if we have exceeded your expectations.



BEACON ATHLETICS SALES ORDER TERMS AND CONDITIONS

These Terms and Conditions apply to all sales by Beacon Athletics, LLC, a Wisconsin limited liability company ("Seller") to the entity identified on the sales order ("Sales Order") issued by Seller to the entity ("Buyer") to whom Seller shall sell certain goods ("Goods"). These Terms and Conditions together with the applicable Sales Order(s) (collectively, the "Agreement") constitute the entire agreement relating to the subject matter hereof and supersedes all prior or contemporaneous understandings or statements. Any terms submitted by either party which are in addition to or inconsistent with the Agreement (including, without limitation, any terms in a purchase order, order acknowledgment, quotation, invoice, bill of lading or other instrument) are not binding and are expressly rejected, unless agreed to in writing and signed by both parties.

- 1. PRICES; PAYMENT. The purchase price of the Goods will be as stated in the applicable Sales Order(s) ("Price"), which shall include any applicable sales tax unless Buyer first provides to Seller a valid tax exemption certificate. All Sales Orders are subject to credit approval by Seller. Unless specified otherwise in the relevant Sales Order(s), Buyer shall pay all amounts due for the Goods within thirty (30) days from the date of the applicable invoice, provided that Seller may require pre-payment of all or part of the Price as determined by Seller in Seller's sole and absolute discretion. All past due amounts shall bear interest at the lower of 1.50% monthly (18% annually) or the maximum amount allowed by applicable law. If Buyer fails to make payments or otherwise breaches a material obligation of the Agreement. Seller, may, at its option, by written notice to Buyer, terminate the Agreement or defer shipments or performance.
- 2. CUSTOM ORDERS. Custom specifications for Goods, if any, shall be detailed in the applicable Sales Order. Buyer shall be solely responsible for confirming that such specifications are designed to meet Buyer's requirements. Upon execution of the applicable Sales Order, Buyer assumes sole responsibility for the full cost of the custom Goods, including product cost, any related service (including but not limited to installation), and shipping costs.
- 3. CHANGES AND CANCELLATIONS. Buyer may not cancel or change a Sales Order without the written consent of Seller. In no event shall Buyer be entitled to cancel or change a Sales Order where Seller has scheduled shipment of the Goods within thirty (30) days of Buyer's request therefor. If Buyer desires to cancel or change an open Sales Order, Buyer must deliver a written request to Seller, which Seller may approve or reject in its sole and absolute discretion. Where Seller approves Buyer's request for cancellation or change to a Sales Order, Seller shall be entitled to charge Buyer, and Buyer shall be required to pay, a cancellation charge equal to the cost of work completed and/or charges for materials purchased for the Sales Order.
- **4. DELIVERY.** Unless otherwise specified in the Sales Order, all Goods shall be shipped at Buyer's expense and all shipments are F.O.B. Seller's or its suppliers' distribution centers. Seller has the right to select the mode and carrier of shipment.
- 5. INSPECTION FOR DAMAGES AND ACCEPTANCE. Upon Buyer's receipt of the Goods, Buyer shall immediately inspect the Goods, confirm the receipt quantity and take photographs of the Goods and packaging condition. Unless Buyer provides Seller with written notice of claim for damaged Goods or shortages within five (5) business days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. Claims for damaged Goods due to shipping damages shall not be approved without photographic evidence of the Goods while on the shipping trailer.
- 6. WARRANTIES. Seller warrants that Goods supplied shall conform to the description stated in the Sales Order and shall be free from defects in material or workmanship. This warranty shall be effective for a period of one (1) year from the date of delivery of the Goods to Buyer. Seller disclaims all other warranties, express or implied, oral or written, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Purely as an accommodation to Buyer, Seller may refer or suggest third parties for Buyer to independently hire and install the Goods (each such third party being an "Installer"). Seller makes no warranties, express or implied, and specifically disclaims all liability and disclaims and excludes any and all warranties of merchantability, fitness for a particular purpose or workmanship as to any construction means and methods or any other services performed by any Installer
- 7. **REMEDIES.** In the event that Buyer is in default or otherwise breaches this Agreement, Seller shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total Price, as well as its costs of enforcing the Sales Order, including, without limitation, its attorneys' fees. If Buyer alleges Seller to be in default under Section 6 hereof, Buyer shall give written notice to Seller stating the same and Seller shall repair or replace the defective or non-conforming Goods within a reasonable time period, which shall be Buyer's sole and exclusive remedy for such breach.
- 8. LIMITATION OF LIABILITY. Neither party will be liable to the other party for any consequential, special, incidental, indirect, exemplary or punitive damages or losses, or any loss of profits, revenues, opportunities, goodwill or capital. Seller's total liability under the Agreement will be limited to the Price giving rise to the claim.



- 9. INDEMNITY. Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective officers, directors and employees, from and against any claims, liabilities, losses, damages or injuries of any kind (including, without limitation, reasonable attorneys' fees) caused by Buyer or the use or misuse of the materials by Buyer or any third party after Buyer's receipt thereof; provided, however, Buyer shall have no obligation to indemnify hereunder if and to the extent that the relevant claim or liability is caused by an indemnified party. This provision shall not relieve Buyer of any pro rata, proportional, contributory or other allocation of liability under applicable laws.
- 10. COPYRIGHTS AND LICENSES. Seller shall be deemed the author of the tangible and intangible creative work used to manufacture the Goods, including but not limited to drawings, specifications, models and other similar items ("Instruments of Service"). Upon Buyer's written request, Seller shall provide copies of the Instruments of Service to Buyer conditioned on Buyer's full payment of the Price and the terms hereof. Buyer (or its assigns as authorized by Seller in writing) shall have a perpetual, nonexclusive license to use the Instruments of Service for installation or maintenance of the Goods provided that Buyer agrees to indemnify and hold harmless Seller from all costs and expenses, including cost of defense, related to claims and causes of action asserted by any person or entity to the extent such costs and expenses arise from Buyer's (or its authorized assignee's) use of the Instruments of Service hereunder. Buyer shall not reproduce or make available to third parties the Instruments of Service without Seller's prior written consent (other than for installation or maintenance of the Goods). Buyer shall indemnify Seller for all costs and expenses incurred by Seller to enforce any copyright violations resulting from Buyer's breach of these obligations.
- 11. FORCE MAJEURE. Neither party will be responsible for failure or delay in performing hereunder (except for the payment of money) due to a cause or circumstance which is beyond that party's reasonable control, including, without limitation, wars or civil disorders, fires, earthquakes, floods, severe weather, acts of God, changes in law or governmental directives, delays in transportation, material shortages, strikes, lockouts, slowdowns or other similar labor disruption.
- 12. GOVERNING LAW. The Agreement is governed by the laws of, and each party submits to the exclusive venue and jurisdiction of the state or federal courts in. the State of Wisconsin.
- 13. ACCEPTANCE. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. Signatures may be evidenced by facsimile or electronic transmission, the same of which shall be treated as originals.
- 14. MISCELLANEOUS. The terms of the Agreement do not and are not intended to confer any rights or remedies upon any person or entity other than Buyer. Neither party may assign or transfer the Agreement, without the other party's prior written consent. No modification or amendment of the Agreement shall be binding unless it is in writing and signed by both parties. A party's waiver of any breach of, or failure to strictly enforce, the Agreement will not waive, limit or affect that party's right to do so thereafter. If any provision of the Agreement is invalid, illegal, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the order date specified in the Sales Order.

Sales Order Reference #:	-	
Seller:	Buyer:	
BEACON ATHLETICS, LLC		
Ву:	Ву:	
Name:	Name:	
Title:	Title:	
Date:	Date:	

Quote

Beacon Athletics 901 Deming Way, Suite 101 Madison, WI 53717

visit our website at beaconathletics.com

Order Number: 0359754 Order Date: 11/16/2023 Salesperson: NB

Customer Number: 0027126

Project Mgr:

Sold To:

(800) 747-5985

CITY OF ELDRIDGE 305 N 3RD ST ELDRIDGE, IA 52748-1234

DUGOUTS Project name:

Ship VIA

F.O.B. COMMERCIAL FRT

Ship To:

ASHLEY LACEY

CITY OF ELDRIDGE ELDRIDGE, IA 52748-1234

Terms

305 N 3RD ST

Special Instructions:

Customer P.O.

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
120-405-029	EACH	8.0	0.0	0.0	8,819.1000	70,552.80

DUGOUT 10X20 P

WORLD SERIES DUGOUT 9' H X 10' D X 20' L (MFR #DUG-10-20)

- 3" OD SCH 40 STEEL POSTS (GALV UNPAINTED FINISH) WITH BASE PLATE MOUNT
- 26-GAUGE CORRUGATED STEEL ROOF PANEL WITH WHITE POWDER-COAT PAINT FINISH
- POWDER-COAT PAINTED ROOF FRAMING
- ROOF FRAME COLOR: T.B.D. FROM MFR STD OPTIONS SEE BELOW

POWDER COATED ROOF FRAME COLOR OPTIONS (CHOOSE 1): WHITE, GREEN, YELLOW, ORANGE, PURPLE, BLUE, BLACK, RED, BURGUNDY

ADD \$2,000.00 TO FINAL TOTAL FOR OPTIONAL STAMPED ENGINEERING REPORT

OPTIONAL POWDER-COAT FINISH ALSO AVAILABLE FOR STEEL POSTS - ADDITIONAL CHARGES APPLY

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Note: For orders without tax exemption certificates on file, sales tax will be charged, where applicable, at the time of invoicing.

70,552.80 Net Order: 0.00 Discount 1,600.00 Freight: 0.00 Sales Tax:

Order Total (USD): 72,152.80

Our promise to our customers...

- -Prompt response to your inquiries from knowledgeable and courteous staff
- -Quality products that meet your demanding requirements
- -Commitment to continuous improvement to achieve an exceptional customer experience

Let me know if we have failed to achieve this promise - or if we have exceeded your expectations.



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- 6. WARRANTIES. Seller warrants that Goods supplied shall conform to the description stated in the Sales Order and shall be free from defects in material or workmanship. This warranty shall be effective for a period of one (1) year from the date of delivery of the Goods to Buyer. Seller disclaims all other warranties, express or implied, oral or written, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Purely as an accommodation to Buyer, Seller may refer or suggest third parties for Buyer to independently hire and install the Goods (each such third party being an "Installer"). Seller makes no warranties, express or implied, and specifically disclaims all liability and disclaims and excludes any and all warranties of merchantability, fitness for a particular purpose or workmanship as to any construction means and methods or any other services performed by any Installer
- 7. **REMEDIES.** In the event that Buyer is in default or otherwise breaches this Agreement, Seller shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total Price, as well as its costs of enforcing the Sales Order, including, without limitation, its attorneys' fees. If Buyer alleges Seller to be in default under Section 6 hereof, Buyer shall give written notice to Seller stating the same and Seller shall repair or replace the defective or non-conforming Goods within a reasonable time period, which shall be Buyer's sole and exclusive remedy for such breach.
- 8. LIMITATION OF LIABILITY. Neither party will be liable to the other party for any consequential, special, incidental, indirect, exemplary or punitive damages or losses, or any loss of profits, revenues, opportunities, goodwill or capital. Seller's total liability under the Agreement will be limited to the Price giving rise to the claim.



- 9. INDEMNITY. Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective officers, directors and employees, from and against any claims, liabilities, losses, damages or injuries of any kind (including, without limitation, reasonable attorneys' fees) caused by Buyer or the use or misuse of the materials by Buyer or any third party after Buyer's receipt thereof; provided, however, Buyer shall have no obligation to indemnify hereunder if and to the extent that the relevant claim or liability is caused by an indemnified party. This provision shall not relieve Buyer of any pro rata, proportional, contributory or other allocation of liability under applicable laws.
- 10. COPYRIGHTS AND LICENSES. Seller shall be deemed the author of the tangible and intangible creative work used to manufacture the Goods, including but not limited to drawings, specifications, models and other similar items ("Instruments of Service"). Upon Buyer's written request, Seller shall provide copies of the Instruments of Service to Buyer conditioned on Buyer's full payment of the Price and the terms hereof. Buyer (or its assigns as authorized by Seller in writing) shall have a perpetual, nonexclusive license to use the Instruments of Service for installation or maintenance of the Goods provided that Buyer agrees to indemnify and hold harmless Seller from all costs and expenses, including cost of defense, related to claims and causes of action asserted by any person or entity to the extent such costs and expenses arise from Buyer's (or its authorized assignee's) use of the Instruments of Service hereunder. Buyer shall not reproduce or make available to third parties the Instruments of Service without Seller's prior written consent (other than for installation or maintenance of the Goods). Buyer shall indemnify Seller for all costs and expenses incurred by Seller to enforce any copyright violations resulting from Buyer's breach of these obligations.
- 11. FORCE MAJEURE. Neither party will be responsible for failure or delay in performing hereunder (except for the payment of money) due to a cause or circumstance which is beyond that party's reasonable control, including, without limitation, wars or civil disorders, fires, earthquakes, floods, severe weather, acts of God, changes in law or governmental directives, delays in transportation, material shortages, strikes, lockouts, slowdowns or other similar labor disruption.
- 12. GOVERNING LAW. The Agreement is governed by the laws of, and each party submits to the exclusive venue and jurisdiction of the state or federal courts in. the State of Wisconsin.
- 13. ACCEPTANCE. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. Signatures may be evidenced by facsimile or electronic transmission, the same of which shall be treated as originals.
- 14. MISCELLANEOUS. The terms of the Agreement do not and are not intended to confer any rights or remedies upon any person or entity other than Buyer. Neither party may assign or transfer the Agreement, without the other party's prior written consent. No modification or amendment of the Agreement shall be binding unless it is in writing and signed by both parties. A party's waiver of any breach of, or failure to strictly enforce, the Agreement will not waive, limit or affect that party's right to do so thereafter. If any provision of the Agreement is invalid, illegal, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the order date specified in the Sales Order.

Sales Order Reference #:	-	
Seller:	Buyer:	
BEACON ATHLETICS, LLC		
Ву:	Ву:	
Name:	Name:	
Title:	Title:	
Date:	Date:	

DUE TO THE VOLATILITY OF STEEL AND ALUMINUM PRICING, THIS QUOTE IS ONLY GOOD FOR 10 DAYS UNLESS WE RECEIVE AN INTENT TO AWARD CONTRACT

21060 HOLDEN DRIVE DAVENPORT, IOWA 52806 PHONE (563) 345-6709 FAX (563) 391-4005

PROPOSAL AND CONTRACT

Date 11/13/2023 To: City of Eldridge	је			Re: Sheridan Meadows Dugouts	
				851 N 1st St	
-				Eldridge, IA	
Attn: Ashley L	acey				
SPECIFICATION	1	2	3		
FABRIC				SCOPE OF WORK:	
SALVAGE				Install 8 new dugouts, including frame, roof, and chain link	
FABRIC HEIGHT				Dugouts will be 20' x 8', including 3'W walkways on both sides	
GAUGE				·All posts will be set in concrete footings	
MESH					
OVERALL HEIGHT					
TOP RAILS					
LINE POSTS				Price: \$150,000.0	00
TERMINAL POST					
GATE POSTS					
BARB WIRE					
CENTER RAIL					
BRACING					
воттом					
GATE FRAME					
HINGES					
TIES					
MISC					

This bid includes material and labor to install the above proposed footage of fence and gates

Sales tax is not included in bid.

Prevailing Wages are not included in bid.

On site safety training, if required, will be billed at \$100.00/man hour.

Bond and AGC Dues are NOT included in our bid.

TERMS AND CONDITIONS

- 1. Our insurance coverage is as follows; Anything beyond what is listed below will b eadded on to our bid.
- 2. INSURANCE: Any special provisions in your contract which requires additional insurance costs will be added to our bid. Our insurace coverage is:

General Liability \$1,000,000 Occurrence \$1.000,000 Combined Limit Commercial Auto Liability \$5,000,000 Occurrence Umbrella / Excess Liability

Worker's Compensation / Employers Liability Statutory / \$100,000 / \$500,000 / \$100,000 NOTICE: Contracts that contain Waiver of Subrogation, Primary & Noncontributary - Additional insured & Amendment of personal injury language will either

be striked from the contract or result in additional contract costs.

- Work as provided in this contract shall be done during regular working hours unless otherwise specified.
 The customer shall prevent other workmen from interfering with the contractor.
- The customer is responsible for the location of any fences constructed and said location shall be clearly marked by the customer. Customer must locate private underlying cables & pipes.
- The customer is solely responsible for any errors, in the location of any fence constructed by the contractor.
- This offer does not provide for any grading work or other work which is necessary because of the fence installation unless specified in this offer.
- Contractor reserves the right to charge the customer an additional fee for any fence post holes where more than 50% of the hole must be cut through solid rock or hard packed rock.
- 9. No pro rata charge of any kind shall be charged against the contractor unless previously agreed to in writing.
- 10. Light, heat, power and elevator service shall be furnished by the customer to the contractor without expense.

 11. In the event of damage to the premises, whether by theft, fire, water or other disaster, all materials actually erected or stored on the premises are there at the customer's risk.
- 12. The contractor is not responsible for delays caused in the performance of the work herein which are caused by delays or failures caused by strikes, fires, accidents, car shortages, embargoes or other conditions beyond the control of the contractor.
- 13. In the event that if it becomes necessary for the contractor to enlist the services of an attorney to collect from the customer the amount due under this contract, the customer shall pay reasonable attorney's fees incurred in collecting said amount.
- 14. The offer herein becomes null and void if not accepted within 30 days of the proposal date. If the completion of the work required in this contract is unreasonably delayed by the customer, the customer will be responsible for any increases in the cost of material and labor incurred by the contractor because of said delay.
- 15. Unless specified in the bid, there is no electrical work included, gate operators included, and no fencing inside buildings included.
- 16. Payment terms as stated on invoice.17. If hazardous chemicals are encountered on site, this contract becomes null and void.

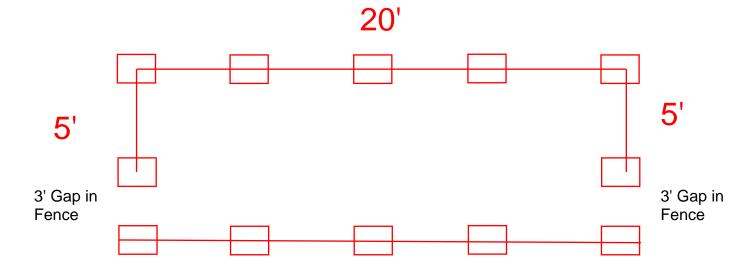
Nick Pinkston, Lovewell Fencing, Inc

The above proposal is only an estimate of the cost of doing the job requested. If this proposal is signed by an agent of Lovewell Fencing, Inc., said proposal shall become an offer to perform the work provided herein for the estimated total cost shown in the proposal. The customer may accept this offer by Lovewell Fencing Inc. by signing their name on this proposal, making the signed proposal a legally binding contract between Lovewell Fencing, Inc. and the customer. This written document shall be deemed to contain the entire agreement between the parties and no verbal agreement will be considered valid.

To accept the work as quoted, please sign and return this proposal, OR submit your subcontract / PO						
For subcontracts, POs, insurance, closeout or general qu	uestions, contact Chelsea - chelsea@lovewellfence.com 563-345-6709					
For billing, contact Jesse - jchandlee@lovewellfence.com	n 563-345-6716					
By: Nich Puhrton	Accepted By:					







STEEL FRAME COLORS					
almond	black	red			
green	burgundy	blue			
navy blue	brown	forest green			
MET	AL ROOF COL	ORS			
light stone	mocha tan	old town gray			
pure white	cocoa brown	forest green			
hawaiian blue	barn red	galvalume			



November 27th, 2023

Proposal

City of Eldridge bwessel@cityofeldridgeia.org 563-210-5230

Job Location

Sheridan Meadows Park Eldridge, IA

JOB SPECIFICATION:

Replace eight 10'x30' dugouts on baseball fields.

- 1- All fence materials to be commercial grade galvanized.
- 2- Posts/Framework: Terminal posts- 3" DQ40

Line Posts-

2 ½" DQ40

Top rail-

15/8" CQ20

- 3- Posts flange mounted to concrete with ¼"x6" steel flanges welded to bottom of posts. Use 4- ½"x3 ¾" wedge anchors per flange.
- 4- Fabric is commercial grade 9 gauge galvanized.
- 5- Install a 15/8" middle rail and bottom rail.
- 6- Dugout roofs attached to top of chain link surround.
- 7- Framing is 2x10 ground contact treated.
- 8- 3'x10 corrugated steel for top with corner pieces at each end.
- 9- All work to be done in spring before baseball season starts.
- 10-Fence totals 336'. Roofs total 2,400 sq. ft.

Quote is good for 30 days. Price may change do to material costs.

Thank you for your consideration. Please call with any questions.

Matt Sampson

563-340-8310

Message Details:

First Name: Dean Last Name: Halvetson

Address: 1008 West Hickory Courtt

Phone: 5633708788

Email: <u>dl-halverson@wiu.edu</u>

Gender: Male

Board Applying For: Park Board

Experience and/or activities which you feel quality you for this position.: I am a career educator as a teacher, curriculum coordinator(math, science, social studies, and outdoor Ed), elementary school principal and college professor at WIU. At WIU I taught in the principal prep and superintendent prep program, served a director of an alternative superintendent program and was the doctoral program coordinator. Since retiring I began working part time for the Davenport Park and Rec Department with the task of enhancing their volunteer program.

Message Details:

First Name: Scott Last Name: LaPlante

Address: 401 West LeClaire rd

Phone: (641)2757255

Email: badgerhuskerfam@gmail.com

Gender: Male

Board Applying For: Park Board

Experience and/or activities which you feel quality you for this position.: Member of the Eldridge Lions Served on school district advisory boards in West Des Moines and Racine Unified School (Wisconsin) I have experience working for local elected

representatives when I lived in Wisconsin

This Finance Proposal has been prepared for:

City of Eldridge, IA (Parks)

This proposal includes all pricing for the use of the MyRec.com Recreation Software System.

Description:	Annual Fee:
Web-Based MyRec.com Software System Pricing Based on Annual Revenue of under \$25,000.00	\$2,850.00
On-Boarding Specialist and Start-up	Included
Unlimited Customer Support	Included
Leadership Team Training	Included
Program Management	Included
Membership Management	Included
Online Registration Portal/Website	Included
Custom URL (Domain)	Included
Facility Scheduling	Included
Reservations	Included
Financial Reporting	Included
Team Management	Included
Email/Text Marketing	Included
Point of Sale with Inventory	Included
Hosting	Included
SSL	Included
Software Updates, Maintenance, and Added Features	Included
Hardware (Computer, Tablets, Scanners, etc.)	Not Included

This quote is valid for 30 days from the date received. Executed Agreement required for system use.

Respectfully Submitted,

Colin R. Drury, W.Ed, Chief Commercial Officer

P.O. Box 302

Killington, VT 05751

(412) 455-6789 - Colin@MyRec.com

SPORTSMAN Parks & Recreation SOFTWARE







- Cloud Based and Web Accessible
- Activity Registration
- Facility Reservation
- Membership Management
- Mobile Friendly Internet
 Registrations and Reservation
- Robust/Customizable Reporting
- Admittance and Attendance Tracking
- Inventory Control
- Point of Sale
- Golf Course Management

Integrated Parks & Recreation Software
To Help You Serve Your Community

Core Module Features

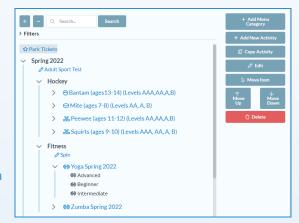


The Sportsman Web solution is a unique combination of software tools and services for all recreation and activity organizations. The core components of Sportsman Web are designed with ease of use and reliability in mind.

Activity Registration

The activity registration component allows you to easily create, define and organize your activities.

- Age Verification: Set registration age limits on any activity.
- Waiting Lists: Manage the registration overflow efficiently.
- Class Days and Times: Specify the days and times activities occur.
 Prints days, times and other activity and reservation information directly to customer receipts and waivers.
- **Custom Registration** Questions: Define questions required to be answered when enrolling for an activity. Assign fees based on responses and credit them to different GL accounts.
- **Custom Activity** Reporting: Build custom reports that include data from activity registrations, including any custom questions that have been defined.



Select A Date

May 2022 ◀ ▶
Su Mo Tu We Th Fr Sa

Price Group

Default

1 2 3 4 5 6 7 8 9 10 11 12 **13** 14

15 16 17 18 19 20 21

22 23 24 25 26 27 28 29 30 31

Facility Reservation

The facility management component gives you control over your resources, allowing you to easily and quickly make reservations for members in your system, and to schedule them for league games or program activities and classes.

- Facility Reservations: Schedule directly from the cash register screen.
- **Unlimited Time Slots**: Use time slots for organizing registration blocks and assign fees for each block.
- Online Access: Allow patrons to view and reserve facilities from the convenience of their own computer.

Financial Reporting

Sportsman Web financial reports and functionality have been refined by customer feedback and collaboration with CPAs and auditors.

- Financial Reports: Generate reports that are useful and easy to understand
- **Account Management**: Specify and use multiple general ledger accounts to ensure that funds are handled properly.
- Cash Management: Combine daily tills into a single deposit which matches your deposit sheet.

Financial Activity GL Summary Report Payments From 05/01/2022 To 05/13/2022			SPORTSMAN			
SALES REVENUE ACCOU	NTS					
Account		Paid	Adi	Disc	Tota	
Credit from Account	Credit from Account	-325.00	0.00	0.00	-325.0	
Day Pass	DAY PASS	295.00	0.00	0.00	295.0	
Facility	FACILITY	295.00	0.00	0.00	295.0	
Meeting Room Rentals	MEETINGS	25.00	0.00	0.00	25.0	
Membership	MEMBERSHIP	900.00	0.00	0.00	900.0	
Merchandise	MERCHANDISE	65.00	0.00	0.00	65.0	
Programs	PROGRAMS	320.00	0.00	0.00	320.0	
Swimming	SWIMMING	1,125.00	0.00	0.00	1,125.0	
Team Sports	TEAM SPORTS	0.00	0.00	0.00	0.0	
Youth Sports	YOUTH SPORT	110.00	0.00	0.00	110.0	
		2,810.00	0.00	0.00	2,810.0	
PAYMENT ACCOUNTS						
Account		Paid	Adj	Disc	Tota	
Cash	Cash	2,770.00	0.00	0.00	2,770.0	
Check	Check	40.00	0.00	0.00	40.0	
		2.810.00	0.00	0.00	2,810.0	

11:00 am - 12:00 pm

1:00 pm - 2:00 pm

2:00 pm - 3:00 pm

3:00 pm - 4:00 pm

hitheater - Slot Expired

Locker and Equipment Rental

The rental component of Sportsman Web makes it easy to rent lockers after the sale of a membership, or rent any other resource individually.

- **Recurring Billing**: Set up recurring billing definitions to easily extend rentals on a monthly, quarterly, semiannual or annual basis.
- **Powerful Reporting**: Print out reports of rentals and availability.

Enhancement Modules



In addition to the core functionality in Sportsman Web, you can add any or all of our enhancement modules to unleash even more power and flexibility. Each of our modules seamlessly integrate with the core module for a complete and powerful application.

Internet Registration and Reservation

The internet registration module is the most affordable internet registration solution available! Using your existing

internet connection, Peak Software will provide you with your own registration website to allow participants to register for activities and make facility reservations on the internet. With our hosted solution, you will be able to manage your website, internet registrations and reservations with ease. The user friendly web customization tools give you the ability to manage the look and content of your website.

- **Real Time Transactions**: Updates and changes in Sportsman are relayed immediately to the web and transactions made on the web are recorded immediately and reported in Sportsman.
- **Shopping Cart**: Register for several activities with one payment.
- **Facility Reservations**: Allow visitors to view availability and amenities of the parks and facilities and easily make reservations.
- Cost Effective: Low annual fee with no per transaction cost.

SPORTSMAN Parks & Recreation SOFTWARE # Name # Tippaker # # Memoration # Areas # College # College Wildows to Pack Rec. Wildows to Pack Rec. Wildows to Pack Rec. REGISTER FOR ACTIVITIES REGIST

Membership Management

The membership management module is used to manage all of your organization's memberships and to control and monitor access.

- **Manage Memberships and Passes**: Manage memberships and one time, punch, or day passes.
- **Recurring Memberships**: Easily process monthly, annual, semi-annual and quarterly memberships.
- **Admittance Controls**: Generate admittance reports. Restrict access to specified areas by age, gender, or membership type.
- Capture Member Photos and Print IDs: Create your own membership cards with the built in editor. Send electronic ID cards via text or email
- Time Tracking: Track employee time using bar codes for easy clocking in and out

Parks & Recreation Brianne Bauman

Point of Sale

The point of sale module integrates functionality and reporting from other components of Sportsman Web into one easy to use, customizable screen for quick and efficient transactions.

• **Cash Register**: All sales transactions and scheduling can be efficiently processed through the cash register screen.

- **Process Credit Cards**: Process credit cards directly from the cash register screen.
- Customizable Buttons: Add hundreds of custom buttons to the cash register screen to expedite face to face transactions.
- **Print Receipts**: Print narrow receipts for transactions.
- **Manage Cash Drawer**: Automatically open the cash drawer at the close of a transaction.



Enhancement Modules



Golf Course Management

The golf course management module integrates features of the other modules that will simplify operation of your golf courses without adding the cost of additional modules. Use online reservations for activities, facilities, and tee times, inventory control and point of sale for your pro shops, membership management, and more.

- Tee Sheets: Easy reservation and check out for in-house and online tee times.
- **Golf Cart & Equipment Rental**: Quickly and easily add golf cart and equipment rental fees before the sale is finalized.
- **Membership Management**: Provide golf memberships, or tie golf course privileges in with existing memberships for any site in the system.
- **Pro Shop Management**: Benefit from integrated point of sale, inventory control, cash till handling, payment processing, financial reporting, and more at your pro shops.
- Online Reservations: Allow customers to log in and make tee time or facility reservations or to sign up for activities.
- **Online Account Management**: Customers can review their reservation and registration history online and make payments.

Internet Customer Login

Customers can log in to their account with their email address and password to manage their personal information, review reservations and activities, make payments and even use credits and discounts from their account!

- **Simplified Sign Up**: When logged in, there is no need to input contact information for each registration or reservation.
- **Review Registrations and Reservations**: Customers can easily view the activities they have registered for and facilities they have reserved.
- **Update Information**: Customers can update their personal and contact information and add new individuals to their group.
- Make Payments: Customers can make payments towards an outstanding balance on their account.
- Use Credits: Customers can use account credits for online registrations or reservations.

Inventory Control

The inventory control module will enable you to manage your inventory with ease and flexibility. Reports and customized purchase orders help maximize efficiency when managing your inventory.

- **Track Inventory Easily**: Merchandise items sold at point of sale are automatically subtracted from your inventory.
- **Use UPC and Other Barcodes**: Easily sell and track items with their UPC code or generate and print barcode labels.
- **Customized POs**: Customize your purchase orders to match your vendor's specifications.
- Powerful Reporting: Generate reports to monitor the flow of your inventory and supplies.
- Automate Reordering: Easily create and approve POs when inventory levels reach a predefined quantity.

Attendance Tracking & Billing

The attendance tracking module in Sportsman will enable you to easily admit individuals to classes simply by scanning a barcode or QR Code.

- **Automatic Tracking**: Enable automatic attendance for class participants that records them as present when they scan their barcode around the time of the class.
- Powerful Reporting: Print out attendance reports for any activity which has the feature enabled.
- Attendance Based Billing: Bill enrolled participants for each class they attend, offering greater flexibility.

Peak Software Systems, Inc. Solution Proposal and Agreement for City of Eldridge, IA

November 2023



(801) 572-3570 sportsmancloud.com

> **RECREATION SOFTWARE** TO HELP YOU SERVE **YOUR COMMINUTY**

INTEGRATED PARKS AND



Serving Parks and Rec Since 1993



































Email: sales@peakinfo.com Web: www.sportsmancloud.com

Voice: (801) 572-3570

November 2023

On behalf of Peak Software Systems, Inc., I would like to thank the City of Eldridge, IA and its staff for the opportunity to present and propose our Sportsman Cloud recreation management solution.

Sportsman Cloud is a solution created and driven by over twenty years of customer needs, requests, and input. It is versatile and powerful, yet simple to use, with many user-defined fields, menu options, and reports. We believe that it would be an excellent choice for your organization and look forward to the opportunity to facilitate the implementation of this solution.

Processing credit card payments through Sportsman requires that Client utilize a payment processor that is integrated with Sportsman Web. We highly recommend Global Payments or Authorize.net as these two processors consistently provide excellent service and technology that is tried and tested with our Software. Please speak with your sales representative to ensure that your organization is utilizing a compatible payment processor.

We recommend internet speeds of 15Mbps (up and down) during peak hours at each center running Sportsman Cloud. If not using Membership pictures 10Mbps may be sufficient for responsive Sportsman Cloud experience.

If you have any questions, please do not hesitate to contact us.

Sincerely,

BriAnne Bauman
Business Manager
45 West 9000 South
Suite 2
Sandy, UT 84070
(801) 572-3570, ext. 302
bbauman@peakinfo.com
www.sportsmancloud.com



Email: sales@peakinfo.com

Web: www.sportsmancloud.com

Voice: (801) 572-3570

Company Profile

Peak Software began working with a local Utah recreation department in 1993 to develop an application to better handle their daily tasks of reservations, registrations, membership management, facility scheduling, daily cash management, reporting and other needs. We implemented Sportsman with great success and rave reviews from the customer. Many other local cities and counties took notice and began to purchase and implement the Sportsman application into their businesses. Peak Software officially took the product to market with a focus on municipal and special district parks, recreation departments and centers, as well as YMCAs, universities, nonprofits, and private activity organizations. Our customer base has grown to over 400 clients. The Sportsman Web solution is now our main focus and resource.

Sportsman Cloud Implementation Approach

Peak Software has been involved in several hundred Sportsman and Sportsman Cloud installations throughout the country, and has sufficient resources to meet any customer's implementation timeframe objectives and needs. Our staff works closely with department heads to formulate the optimal schedule for their specific needs and objectives. The implementation process is very streamlined and efficient, and depending on the customer's staff resources/availability, department size/schedule, and other demands our team has been able to complete this process in as little as two days.

Although onsite training is optional and available, in general, we recommend remote installation, training, implementation. Upon completion, the solution will be installed, configured, defined, trained, and in use. After the initial implementation, our customer's staff will be familiar and comfortable with all aspects of Sportsman Cloud, relevant to the modules purchased and their specific goals and objectives. Continued and subsequent training/questions will be handled via phone, email, and with other remote meeting tools to bring the staff to an "expert" user level. There is no allocation of a set time period for this process - customers are allowed unlimited access to Peak's technical support staff on an ongoing basis.

Upon receipt of a signed sales agreement, the Peak Software Systems team will work with your staff to schedule and plan the implementation process. Our priority will be to have Sportsman Cloud fully functional and in use based on the timeline that best fits your business' needs.

Service and Support

The Sportsman SQL support and service (Customer Care Plan) offers clients 24/7/365 emergency support, and unlimited technical and help desk support. Licensed Sportsman Software users are entitled to all updates to the Sportsman Cloud solution. Standard hours of operation for "normal" issues and questions are 8:00am to 5:00pm MST, with afterhours technical support available as needed. Communication between Peak Software support staff and Client is handled via phone, email, IM, and online remote meeting tools.



Peak Software Systems, Inc. 45 West 9000 South, Suite 2 Sandy, UT 84070 Email: sales@peakinfo.com Web: www.sportsmancloud.com

Voice: (801) 572-3570

Sportsman Cloud Implementation and Annual Costs for Site One Sportsman Cloud Software: Includes remote installation, configuration, training, and implementation.

Sportsman Cloud Software: Includes remote installation, configuration, training, and implementation. Single-Database, <u>3</u> included concurrent user licenses.

Contract Period	X 12 Months from date of Signature					
Sportsman Cloud License:	Core Module: Registrations, Facility Scheduling, Financial Reporting Sportsman Software Core License includes a securely cloud hosted database with automatic backups, unlimited computer installations, unlimited online and phone technical support and training, as well as all Sportsman Web enhancements and updates. Sportsman Web is integrated with Authorize.net and Global Payments for credit card processing.	Implementation Cost: (One Time) Annual License Cost:	\$ 1,000.00 \$ 2,230.00			
Patron Login and Online Registration	Customize your ActivityReg patron website for convenient registrations, reservations and payments over pc, tablet or phone. Community members will be able to see what's happening and quickly sign up to participate. Patrons can also log in and can keep track of their activities and manage their household information.	Implementation Cost: (One Time) Annual License Cost:	\$ 600.00 \$ 945.00			
Data Migration	Standard Patron Data Import	One-Time Fee	\$500.00			

New Services Implementation for Site One (one-time fee):	\$ 2,100.00
Annual License Cost for Site One:	\$ 3,175.00
Total Due for Implementation and Annual License for Site One:	\$ 5,275.00



Peak Software Systems, Inc. 45 West 9000 South, Suite 2 Sandy, UT 84070 Email: sales@peakinfo.com
Web: www.sportsmancloud.com

Voice: (801) 572-3570

Agreement for Services & Equipment Purchases

Signature:_____

This Agreement, when properly execut	ted, becomes a binding contract between Peak Software Systems, Inc.
(Peak) and City of Eldridge, IA(Client). Peak agrees to provide the services as defined herein to Client. Peak will
maintain the confidentiality of $\emph{Client'}s$	intellectual property.
credit card payments through Sportsm Sportsman Web. <i>Client</i> understands the result in limitations in such as inability	for credit card payment processing. Processing han requires that <i>Client</i> utilize a payment processor that is integrated with hat utilizing an integrated, but non-preferred payment processor may to process refunds, or debit payments. An annual fee of \$500 may be on-preferred processor. Preferred payment processors are Authorize.net
90 days from the start date of implement <i>Peak</i> staff will work closely with <i>Client</i> within the timeframe requested, howe will have continued access to recorded	services and project tracking tools will be made available to <i>Client</i> for up to entation. <i>Peak</i> recommends a timeframe for implementation of 45 days. to formulate the optimal schedule to meet <i>Client's</i> needs and objectives ver <i>Peak</i> makes no guarantee of implementation completion date. <i>Client</i> implementation meetings for 90 days from implementation completion may be purchased at <i>Client's</i> request and will be billed separately.
Client's requested implementation sta Client's requested implementation cor	
this agreement and payment of the an included in the Agreement are updates agrees to remain current with renewal Sportsman SQL software. <i>Peak</i> will pr	Peak. The software license for Sportsman SQL is valid upon signature of nual or semi-annual Sportsman SQL Customer Care Fee. Services s, technical support, help desk support, and database consultation. Client of the Sportsman SQL Customer Care Plan while continuing use of the ovide a mechanism to notify the Client of the Sportsman SQL Customer tration. License fees and related charges are subject to increase upon
Upon signature of this agreement Pear	k may begin installation and implementation with <i>Client</i> .
OTHER WARRANTIES, EXPRESS OR II OR THEIR FITNESS FOR ANY PURPOS	TY SET FORTH ABOVE, PEAK SOFTWARE SYSTEMS, INC. GRANTS NO MPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SOFTWARE, SE. IN NO EVENT SHALL PEAK SOFTWARE SYSTEMS, INC. BE LIABLE ., OR OTHER DAMAGES FOR BREACH OF WARRANTY.
Peak Software Systems Inc.	City of Eldridge, IA
By: <u>BriAnne Bauman</u>	Ву:
Title: <u>Business Manager</u>	Title:
Date: <u>11/20/2023</u>	Date:

Signature:_____

gschaapveld | P:\Projects\MO\2132301010\Deliverables\Drawings\7_XREF\XR-Aerial.dwg | 11/21/2023 1:35 PM





City of Eldridge 92 W × 47 H (inches)

Single Sided

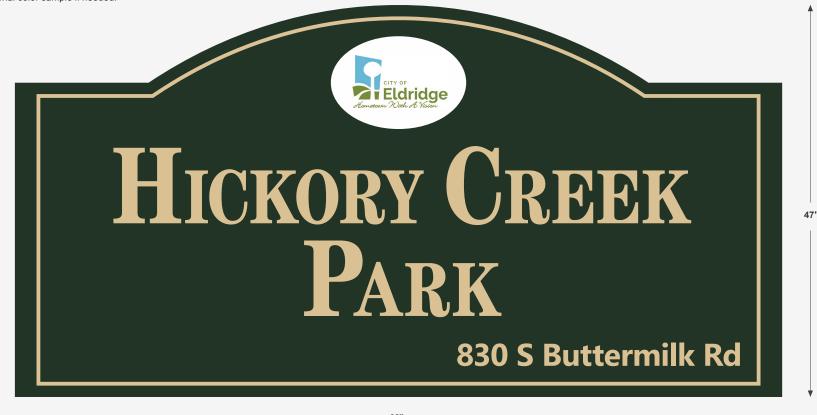
Flat Routed

Option 3

Dark Woods Green / Tan / Dark Woods Green*

*Digital representation of color is approximate.

Contact us for a material color sample if needed.



PROPRIETARY

EXPANSION AND CONTRACTION



HICKORY CREEK PARK

830 S Buttermilk Rd

47"

92"



HICKORY CREEK PARK

830 S Buttermilk Rd

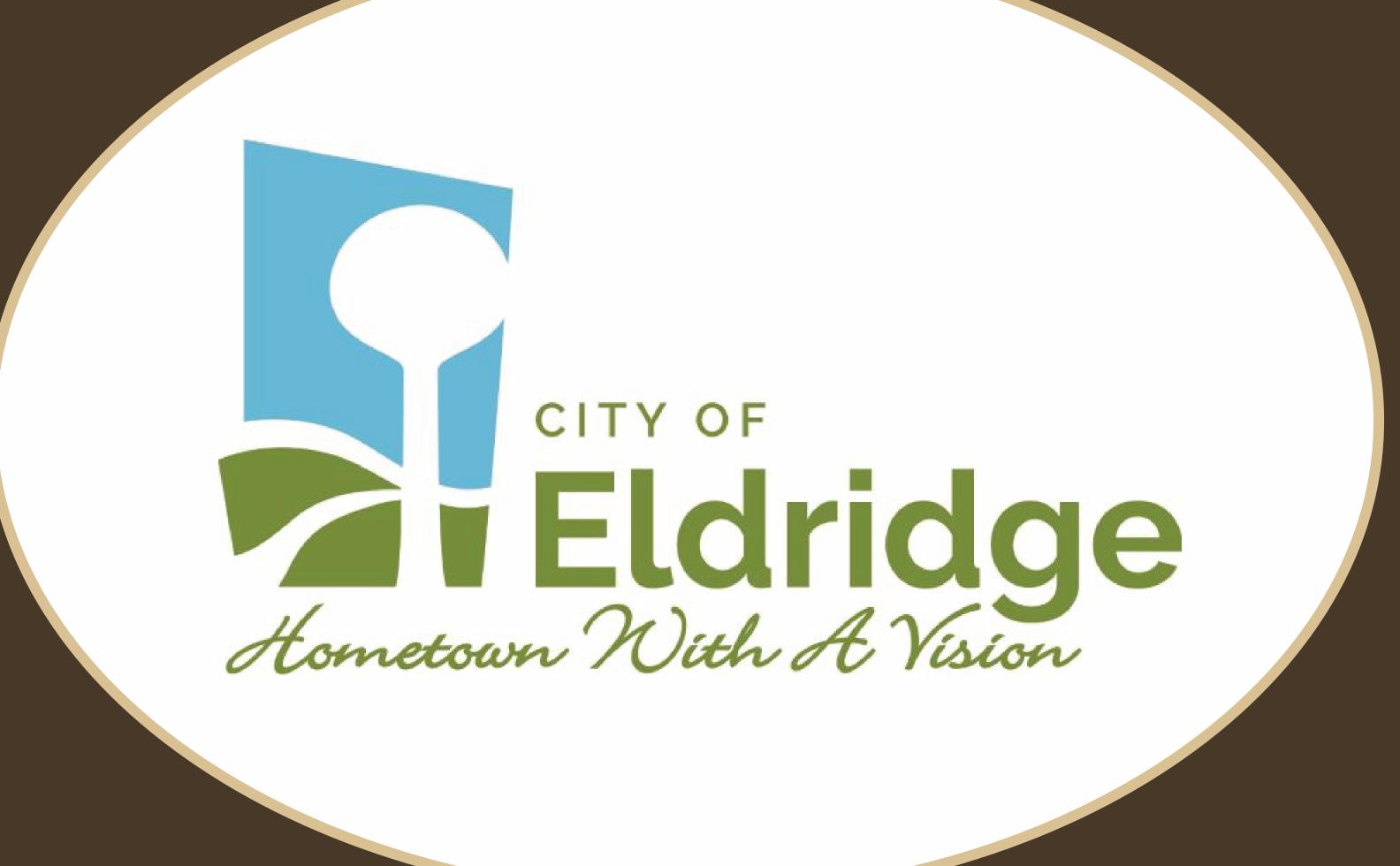
4/"



HICKORY CREEK PARK

830 S Buttermilk Rd

47"



HICKORY CREEK PARK

830 S Buttermilk Rd

47"