

Eldridge Parks & Recreation Board Meeting Agenda
Tuesday, January 13, 2026
6:30 p.m. at City Hall

1. Call to Order & Roll Call
2. Approval of Agenda
3. Consideration to Approve the Minutes from the December 9, 2025 Park Board Meeting
4. Consideration to Approve Bills Payable
5. Public Comment
6. Old Business
 - A. Elmegreen Park Shelter Update
 - B. Lions Shelter Update
7. New Business
 - A. Consideration of Establishing New Shelter Fees
 - B. Consideration of Purchasing New Portable Pitching Mounds
 - C. Consideration of Approving the Eldridge Open Pickleball Tournament on May 16, 2026 with a rain date of May 17th, 2026.
 - D. Consideration of Renewing the Summer Concessions Contract to Derek Lingle for 2026.
 - E. Discussion on Potential 2026 Capital Improvement Projects.
8. Adjourn

Next Regular Park and Recreation Board Meeting: Tuesday, February 10th, 2026, at 6:30 pm

City of Eldridge Park Board



The regular meeting of the Eldridge Park Board was called to order at 6:30 p.m. on November 11, 2025, at City Hall.

Board Members present were Jeff Ashcraft, Jill DeWulf, Samantha Nichols, Tricia Campbell, and Scott LaPlante. Also, present were Tony Rupe and Scott Campbell.

Motion by DeWulf, second by T. Campbell to approve the agenda changing the next meeting date to January 13, 2026. All ayes. Motion carries.

Public Comment -None

Motion by LaPlante, second by Nichols to approve the minutes from November 11, 2025, with changing Dean's name to Samantha on the footer. All ayes. Motion carries.

Motion by T. Campbell second by DeWulf to approve the Park bills in the amount of \$21,638.89. All ayes. Motion carries.

Old Business

Elmegreen Park Restroom Update

Rupe has provided the updated plans. The final modification was adding a 4' frost wall. Rupe still needs to specify the shingle type, siding, and plumbing fixtures before the project can be released for bids.

Capital Improvement Project

A map is attached for reference. Items marked in black remain on the wish list, items in green are currently in progress, and items in red have been completed within the past few years.

New Business

2026 Park Board Chair discussion

There are currently four candidates for the Park Board Chair position. S. Campbell will conduct initial interviews and narrow the list before forwarding finalists to the City Administrator and Assistant City Administrator for further interviews. The goal is to make an appointment at the January 12th City Council meeting so the selected Chair can attend the January 13th Park Board meeting. Applications are still being accepted through the City's website. Motion by DeWulf, second by LaPlante to nominate T. Campbell to be the Park Board Chair. All ayes. Motion carries.

Motion by Nichols, second by DeWulf to nominate LaPlante to be the Vice Park Board Chair. All ayes. Motion carries.

Motion by T. Campbell to adjourn the meeting at 6:50 p.m., second by DeWulf. All ayes. Motion carries.

Respectfully submitted,
Ashley Lacey, Billing Clerk



City of Eldridge, IA

Bills Payable
By (None)

Payment Dates 12/10/2025 - 1/12/2026

Payment Number	Account Number	Vendor Name	Description (Payable)	Amount
156570	004-5-430-6310	MERSCHMAN HARDWARE	WINTERIZE RESTROOMS & DR...	56.53
156570	004-5-430-6324	MERSCHMAN HARDWARE	WIESE PARK WINTERIZE IRRIG...	5.99
156577	004-5-430-6601	RECDESK, LLC	ANNUAL SUBSCRIPTION	5,565.00
156607	004-5-430-6371	CENTRAL SCOTT TELEPHONE	TELEPHONE/INTERNET	150.00
156634	004-5-430-6371	MIDAMERICAN ENERGY COM...	MID AMERICAN CITY	101.61
Grand Total:				5,879.13

Report Summary

Fund Summary

Fund	Payment Amount
004 - PARK BOARD	5,879.13
Grand Total:	5,879.13

Account Summary

Account Number	Account Name	Payment Amount
004-5-430-6310	B & G MATERIAL	56.53
004-5-430-6324	WIESE PARK	5.99
004-5-430-6371	UTILITIES	251.61
004-5-430-6601	MISC. ADMINISTRATION	5,565.00
	Grand Total:	5,879.13

Project Account Summary

Project Account Key	Payment Amount
None	5,879.13
Grand Total:	5,879.13

CONTRACTOR AND/OR OWNER:

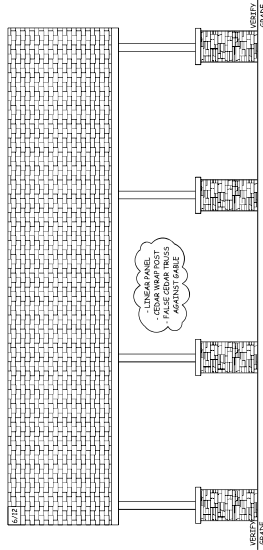
ELDRIDGE LUMBERYARD INC. HAS MADE EVERY ATTEMPT TO PRODUCE THIS PLAN TO LOCAL BUILDING CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THIS PLAN AND THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL DIMENSIONS AND DIMENSIONS WITH THE CONTRACTOR AND OWNER.

DUE TO THE MANY DIFFERENT AREA BUILDING DEPARTMENTS AND BUILDING CODES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THIS PLAN TO BE COMPLY WITH LOCAL BUILDING CODES WHERE THE PROJECT IS TO BE BUILT.

ALL FLOOR AND ROOF LOAD REQUIREMENTS HAVE BEEN CALCULATED ACCORDING TO LOCAL BUILDING CODES. FLOOR JOIST SPAN TABLES FOR 40M LIVE AND 20M DEAD LOADS HAVE BEEN USED. ROOF JOIST SPAN TABLES FOR 40M LIVE AND 20M DEAD LOADS HAVE BEEN USED. ALL DIMENSIONS ARE IN FEET AND INCHES.

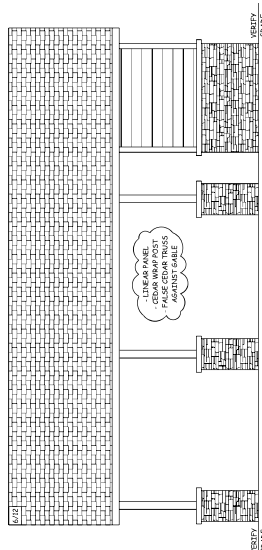
SOME BUT NOT ALL MATERIALS MAY NEED TO BE APPROVED WITH LOCAL BUILDING DEPARTMENTS. ARE LISTED BELOW. PLEASE VERIFY BEFORE ORDERING PRODUCTS.

8. BATHROOM ACCESS REQUIREMENTS
9. MECH/UTILITIES ACCESS REQUIREMENTS
10. COVERED SHELTER ACCESS REQUIREMENTS
11. RESTROOM ACCESS REQUIREMENTS
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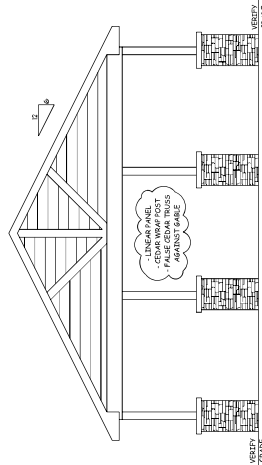
FRONT ELEVATION

SCALE 1/4" = 1'-0"



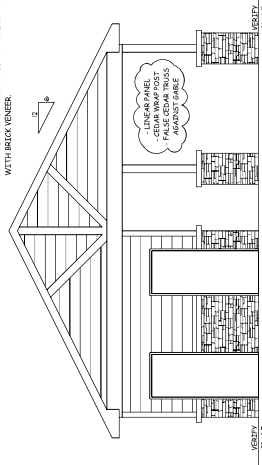
REAR ELEVATION

SCALE 1/4" = 1'-0"



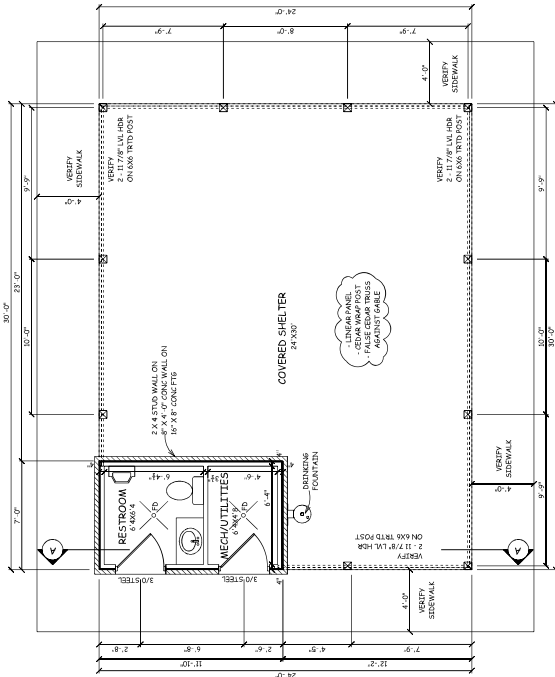
RIGHT ELEVATION

SCALE 1/4" = 1'-0"



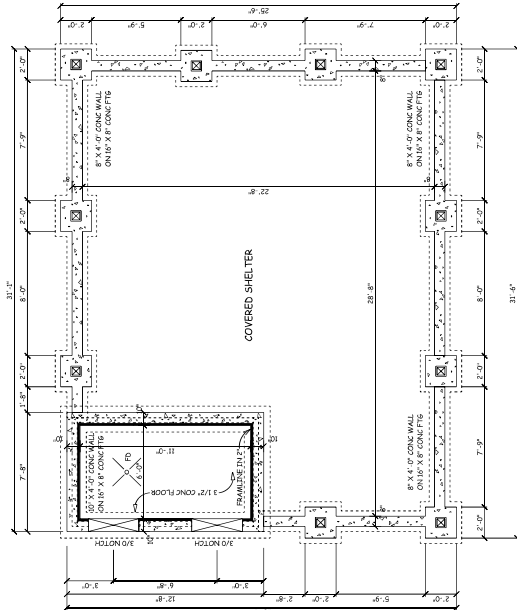
LEFT ELEVATION

SCALE 1/4" = 1'-0"



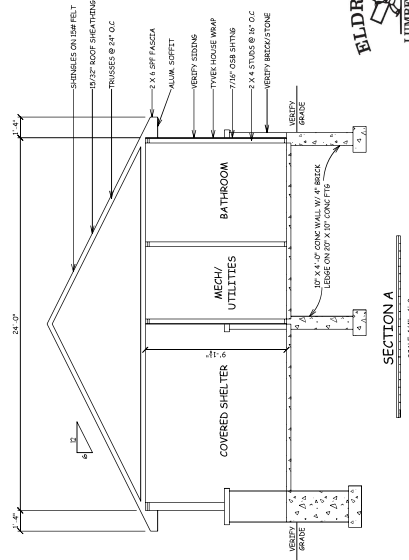
MAIN FLOOR PLAN

SCALE 1/4" = 1'-0"



FOUNDATION PLAN

SCALE 1/4" = 1'-0"



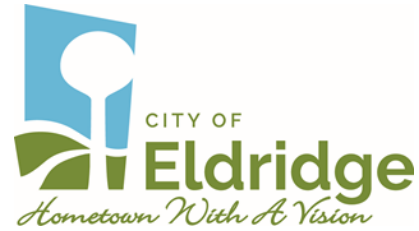
SECTION A

SCALE 1/4" = 1'-0"



SCALE: 1/4" = 1'-0"	ELMEGREEN PARK	DRAWN BY: SJF
DATE: 10/20/2020	BATHROOM	REVISED:
ELDRIDGE LUMBERYARD INC.		
05/20/2020-09-25	PRELIM ONLY	DRAWING NUMBER: 1 OF 2

City of Eldridge Park Board



To: Park Board
From: Tony Rupe, Public Works Director
RE: Shelter Reservations
Date: 12/9/25

Currently, the fees for renting the shelters are \$100 for Sheridan Meadows and Centennial Park, and \$50 for Crandall Park and Elmegreen Park. This higher fee was set for the parks with restrooms.

Crandall Park now has a restroom, and Elmegreen Park will begin construction on a restroom in the spring of 2026.

Staff recommendation is to make all shelter reservations \$100 now that all parks will have a restroom in early 2026.


City of Eldridge Park Board



To: Park Board
From: Tony Rupe, Public Works Director
RE: Pitching Mounds
Date: 12/15/25

Sheridan Meadows needs 3 new portable pitching mounds. The cost is \$645 per mound from Beacon Athletics.

FOR THE FIELD / PORTABLE MOUNDS



SALE

YOUTH PITCHING MOUND – PROMOUNDS 5070

Durable, lightweight memory foam means the 5070 is ready to stand up to the most demanding little league schedule. Grooves on the bottom mean no slipping.

~~\$695~~ **\$645** #330-618-173

– 1 + **ADD TO CART**

COLOR

> [Clear Selection](#)

P1
PROMOUNDS

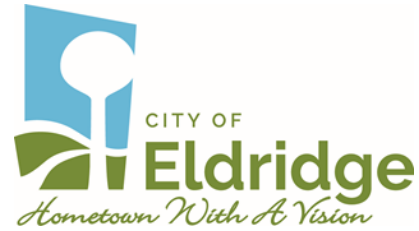
FREE SHIPPING!

Jill DeWulf

Trish Campbell
Scott LaPlante

Samantha Nicols

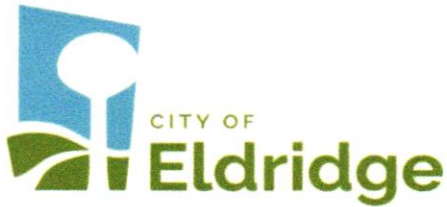
City of Eldridge Park Board



To: Park Board
From: Tony Rupe, Public Works Director
RE: Pickleball Tournament Request
Date: 1/2/26

Jeffery van der Eems has requested to reserve the Pickleball Courts on Saturday May 16th, with a rain date of Sunday May 17th, for the 6th Annual Eldridge Open Tournament hosted by PiQCkleball & More.

Included is the contract for the 2025 Eldridge Open tournament. If approved, city staff will update the contract for 2026 and send it to the requestor for signatures.



City of Eldridge
305 N 3rd St
Eldridge IA 52748
563.285.4841

Sheridan Meadows Facility Rental Agreement 2025

This agreement is entered into by and between the City of Eldridge – Park and Recreation Board and Jeffrey van der Eems hereinafter referred to as the “Lessee”.

It is hereby agreed that the City of Eldridge – Park and Recreation Board will rent to the Lessee the premises described hereafter upon the following terms and conditions:

1. **The purpose** of the rental of Sheridan Meadows is a Pickleball Tournament and no illegal activities will be permitted.
2. **Care of Premises:** The Lessee agrees to maintain the premises being leased in a clean and safe condition. The Lessee agrees that the premises will, upon the termination of the Lease, be left in the same condition as existed at the time of the commencement of the Lease or will forfeit the deposit reservation. The Lessee agrees to reimburse the Eldridge Park & Recreation Board for any damages or other expenses arising out of the use of the premises by the Lessee or any other persons attending the event for which the premises are being leased. The Lessee agrees to pick up trash each day. The Park and Recreation Department will furnish trash bags.
3. **Hold Harmless Agreement:** The Lessee agrees to indemnify and hold harmless the City of Eldridge from any loss or liability arising out of the Lessee’s use of the premises, whether or not such loss or liability is caused in whole or in part by the City of Eldridge’s negligence.

***The Lessee agrees it will, at its own expense, procure and maintain Liability insurance in the amount of \$1,000,000 protecting the City of Eldridge against any claim, damages, cost or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty or other happening on or about the premise. A copy of the insurance will be given to the Parks & Recreation Director at least 14 days prior to the tournament start date.*

4. **Payment:** All payments must be made before the tournament start date at Eldridge City Hall. Remember, a copy of the insurance is due at this time as well.

Sheridan Meadows is a City park; the Lessee is unable to rent the entire park. **The public must be allowed entrance into the park at all times.**

**City of Eldridge Park and Recreation Department
Sheridan Meadows Facility Rental Overview**

1. Court Rental \$250/day -Includes Sheridan Meadows Lion's Shelter #1

Balance Due: \$ _____

2. Date(s) of rental: 5/17 (Sunday 5/18)

3. Time of rental each day: 7:00am - 7:00pm

LESSEE

SIGNATURE 

NAME Jeffrey van der Fems

DATE 04/01/2025

ADDRESS 4092 Prairie Ln, Bettendorf, IA, 52722

TELEPHONE 563-209-3743

Dated this Tues day of April first

Ashley Lacey

City of Eldridge

305 N 3rd St

Eldridge, Iowa 52748

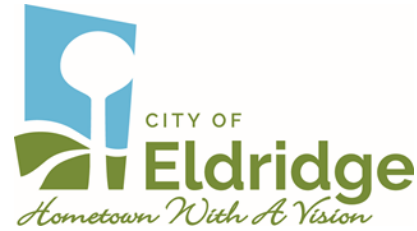
Telephone: 563.285.4841

For office Use: Payment History

Rental paid _____

Copy of Liability Insurance _____

City of Eldridge Park Board



To: Park Board
From: Tony Rupe, Public Works Director
RE: Concessions Contract Renewal
Date: 1/2/26

Derek Lingle was awarded the contract operations of the Sheridan Meadows concessions stand for 2025. The contract terms stipulate that the contract may be extended for a period of 1 year for each of the following 3 years.

During the 2025 season, there were a few issues at start up that we had to navigate, but after that, I am not aware of any concerns or complaints from a concession standpoint.

Mr. Lingle was very prompt at making his required 10% of net income payment to the City when requested after the summer and fall seasons.

My recommendation is to extend the contract for one year for 2026.

Included is a copy of the contract for 2025, as well as a proposed contract for 2026. Minor changes, shown in red on the proposed 2026 contract, include:

- Updating title to reflect it is an extension to an existing contract
- Removing the requirement to maintain pop machines at various city park shelters
- Removal of requirement to provide Hot Dog Rollers and Nacho Cheese machines. These have been taken out of service as Mr Lingle provides his own
- Removal of all Pepsi related terms, as the City no longer has a contract with Pepsi and all Pepsi owned coolers have been removed and returned to Pepsi

City of Eldridge
Parks & Recreation Department
305 N 3rd Street
Eldridge, Iowa 52748
(563) 285-4841 · FAX (563) 285-7376
MEMBER IOWA LEAGUE OF CITIES

AGREEMENT FOR SERVICE

By and between the City of Eldridge, Iowa Park Board, herein after "City" and Derek Lingle (vendor name), herein after "Service Provider" or "contractor".

The City desires and Service Provider agrees to provide the service of concession service during the Eldridge Parks & Recreation baseball / softball season. The main season runs from April through June, with the potential for some games in July, August and September. All games are held at Sheridan Meadows Park and service shall be provided to both concessions stands at the park.

Article I, TERM - The City grants the contractor, for a period of one year the exclusive privilege, responsibility and obligation to manage and operate concession sales for Eldridge Parks & Recreation Baseball & Softball games at Sheridan Meadows Park. This agreement may be extended for successive year periods of one year each for three additional years, subject to annual review and approval by the City.

Article II. TERMINATION OF AGREEMENT -The parties shall have the right to terminate the agreement upon good cause by delivery of written notice to the other party. The parties agree that a material breach of any of the provisions of this agreement shall constitute good cause for termination and the effective date of the termination shall be sixty (60) days from the date upon which written notice of termination is given to the other party.

Article III, DUTIES OF CONTRATOR -

1. Maintain regular communication with City staff to ensure coordination of concession activities. The City of Eldridge will always have access to the facility.
2. Keep the concession area open and available to users during periods when games are being played, except for those times as mutually agreed upon by both parties.
3. Provide a listing of all items and prices of concessions purchased by the contractor and sold during games. All products and prices shall be subject to prior approval by the City. The Contractor shall not sell or have in the concession area any alcoholic beverages, tobacco, cigarettes or cigarette papers.
4. Keep all food, equipment and food service areas in a clean and sanitary condition, according to all appropriate food handling regulations. The City and other authorized health inspectors shall have the right to enter and inspect the premises at any time. Any directives shall be complied with immediately. Any written violations not rectified within 72 hours shall be cause for immediate termination of the agreement by the City.
5. Manage and maintain the 4 pop machines that are in service in the summer, which includes one machine at each of the following locations: Sheridan Meadows North Concession Stand, Sheridan Meadows South Concession Stand, Sheridan Meadows Lions Shelter, and the Centennial Park Shelter.
6. Pick up trash, litter and debris associated with concession facility usage on a regular and routine basis. Place all collected trash, litter and debris in designated areas. Trash cans will be provided by city staff and placed near the concession areas.
7. Report identified hazards to the City.
8. Provide all records and information pertaining to concession sales on a seasonal basis (after the season is completed). Records shall be subject to an annual audit by the City in addition to periodic

unannounced spot checks and audits by the City.

9. Purchase all concession products being offered for sale and pay all vendors resulting invoices in a timely fashion. The City shall not be responsible for the contractor's debt. If soda is not purchased through Pepsi, the company may pull the coolers listed below.
10. Pay any sales or other taxes attributable to contractor's operations.
11. The contractor is responsible for all FICA, unemployment, employee withholdings and etc.

Article IV. DUTIES OF THE CITY-

1. Schedule all baseball & softball activities Sheridan Meadows Park.
2. Provide keys to the concession stand at both locations.
3. Provide maintenance of baseball/ softball fields and grounds, including providing trash receptacles.
4. Provide, as well as maintain/repair/replace as needed, the following concessions equipment:
South Stand – Hot Dog Roller, Coffee, Pot, Popcorn Machine, Nacho Cheese Machine, Upright Freezer, & Microwave. (Pepsi Co. provides (1) Double Cooler and (3) Single Coolers).
North Stand – Hot Dog Roller, Coffee Pot, Popcorn Machine, Nacho Cheese Machine, Chest Freezer, Microwave, (2) Refrigerator/Freezer Units. (Pepsi Co. provides (1) Double Cooler).

Article V. INSURANCE -

1. The Contractor shall maintain general liability, worker's compensation, property and vehicle insurance to insure itself, personnel, property and vehicles used in performance of the terms and conditions of this agreement, with limits of not less than \$500,000 per occurrence for general liability and \$500,000 for property and vehicle coverage. The City shall be named as additional insured, and a certificate of such insurance shall be provided to the City.

INSURANCE CERTIFICATES. Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall reasonably be acceptable to the City. These insurance policies shall not be cancelled without at least 30 days' prior written notice to the City. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City prior to the commencement of this contract.

GOVERNMENT IMMUNITY. The following clauses will be added to all liability coverages:

1. NONWAIVER OF GOVERNMENTAL IMMUNITY. The company and insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the City of Eldridge under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. CLAIMS COVERAGE. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code Section 670.4 as it now exists and as it may be amended from time to time

Article VI. COMPENSATION -

1. The Service provider shall pay 10% of net income on an annual basis. Contractor shall make payment to the City thirty (30) days following the close of the season. Payments shall be accompanied by a written report of the gross sales/ expenses/ taxes for the season.

Article VII. DAMAGE AND DESTRUCTION -

1. The Contractor shall be responsible to make restitution for any damage or destruction of any of the property at Sheridan Meadows Park as a result of acts of the contractor and its members, employees, or agents in the performance of this agreement. A \$100 damage deposit must be paid by the contractor prior to the season to ensure the facilities are left in the condition they are found.

Article VIII. LICENSES, PERMITS AND CERTIFICATES

1. The Contractor shall be responsible to comply with and secure all necessary licenses, permits and certificates required by, and shall conduct its activities in accordance with, all federal, state and local statutes, rules and regulations to carry out its responsibilities under this agreement.

Article IX. INDEMNIFICATION AND HOLD HARMLESS-

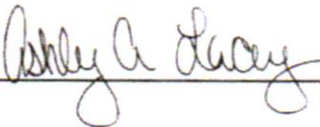
1. The Contractor agrees to assume full and absolute responsibility for, and to defend, hold harmless and indemnify the City and its officers, employees and agents for any and all claims, damages and losses to persons or property in any way resulting from the care, operation or use of the concession area covered by this agreement.

Article X. WHOLE AGREEMENT-

1. The agreement contains the whole agreement of the parties and none of the terms or conditions shall be modified, waived or abandoned except by a written instrument duly signed by the parties and delivered to the parties.

Dated on this 24 day of February 2025.

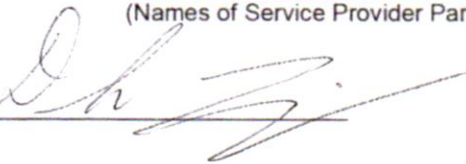
City of Eldridge

By 

Service Provider:

Derek Lingle

(Names of Service Provider Parties)

By 

City of Eldridge
Parks & Recreation Department
305 N 3rd Street
Eldridge, Iowa 52748
(563) 285-4841 · FAX (563) 285-7376
MEMBER IOWA LEAGUE OF CITIES

EXTENSION OF 2025 AGREEMENT FOR SERVICE

By and between the City of Eldridge, Iowa Park Board, herein after "City" and _____ (vendor name), herein after "Service Provider" or "contractor".

The City desires and Service Provider agrees to provide the service of concession service during the Eldridge Parks & Recreation baseball / softball season. The main season runs from April through June, with the potential for some games in July, August and September. All games are held at Sheridan Meadows Park and service shall be provided to both concessions stands at the park.

Article I, TERM - The City grants the contractor, for a period of one year the exclusive privilege, responsibility and obligation to manage and operate concession sales for Eldridge Parks & Recreation Baseball & Softball games at Sheridan Meadows Park. This agreement may be extended for successive year periods of one year each for four additional years, subject to annual review and approval by the City.

Article II. TERMINATION OF AGREEMENT -The parties shall have the right to terminate the agreement upon good cause by delivery of written notice to the other party. The parties agree that a material breach of any of the provisions of this agreement shall constitute good cause for termination and the effective date of the termination shall be sixty (60) days from the date upon which written notice of termination is given to the other party.

Article III, DUTIES OF CONTRATOR -

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2. Keep the concession area open and available to users during periods when games are being played, except for those times as mutually agreed upon by both parties.
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5. ~~Manage and maintain the 4 pop machines that are in service in the summer, which includes one machine at each of the following locations: Sheridan Meadows North Concession Stand, Sheridan—Meadows South Concession Stand, Sheridan Meadows Lions Shelter, and the Centennial Park Shelter.~~
6. Pick up trash, litter and debris associated with concession facility usage on a regular and routine basis. Place all collected trash, litter and debris in designated areas. Trash cans will be provided by city staff and placed near the concession areas.
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8. Provide all records and information pertaining to concession sales on a seasonal basis (after the season is completed). Records shall be subject to an annual audit by the City in addition to periodic

- unannounced spot checks and audits by the City.
9. Purchase all concession products being offered for sale and pay all vendors resulting invoices in a timely fashion. The City shall not be responsible for the contractor's debt. ~~The City has an existing contract with Pepsi for use of the concession stand coolers. All soda being sold in the concession stand must be purchased directly from Pepsi.~~
 10. Pay any sales or other taxes attributable to contractor's operations.
 11. The contractor is responsible for all FICA, unemployment, employee withholdings and etc.

Article IV. DUTIES OF THE CITY-

1. Schedule all baseball & softball activities Sheridan Meadows Park.
2. Provide keys to the concession stand at both locations.
3. Provide maintenance of baseball/ softball fields and grounds, including providing trash receptacles.
4. Provide, as well as maintain/repair/replace as needed, the following concessions equipment:
South Stand – ~~Hot Dog Roller~~, Coffee Pot, Popcorn Machine, ~~Nacho Cheese Machine~~, Upright Freezer, & Microwave. ~~(Pepsi Co. provides (1) Double Cooler and (3) Single Coolers).~~——
North Stand – ~~Hot Dog Roller~~, Coffee Pot, Popcorn Machine, ~~Nacho Cheese Machine~~, Chest Freezer, Microwave, (2) Refrigerator/Freezer Units. ~~(Pepsi Co. provides (1) Double Cooler).~~

Article V. INSURANCE -

1. The Contractor shall maintain general liability, worker's compensation, property and vehicle insurance to insure itself, personnel, property and vehicles used in performance of the terms and conditions of this agreement, with limits of not less than \$500,000 per occurrence for general liability and \$500,000 for property and vehicle coverage. The City shall be named as additional insured, and a certificate of such insurance shall be provided to the City.

INSURANCE CERTIFICATES. Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall reasonably be acceptable to the City. These insurance policies shall not be cancelled without at least 30 days' prior written notice to the City. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City prior to the commencement of this contract.

GOVERNMENT IMMUNITY. The following clauses will be added to all liability coverages:

1. NONWAIVER OF GOVERNMENTAL IMMUNITY. The company and insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the City of Eldridge under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. CLAIMS COVERAGE. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code Section 670.4 as it now exists and as it may be amended from time to time

Article VI. COMPENSATION -

1. The Service provider shall pay 10% of net income on an annual basis. Contractor shall make payment to the City thirty (30) days following the close of the season. Payments shall be accompanied by a written report of the gross sales/ expenses/ taxes for the season.

Article VII. DAMAGE AND DESTRUCTION -

1. The Contractor shall be responsible to make restitution for any damage or destruction of any of the property at Sheridan Meadows Park as a result of acts of the contractor and its members, employees, or agents in the performance of this agreement. A \$100 damage deposit must be paid by the contractor prior to the season to ensure the facilities are left in the condition they are found.

Article VIII. LICENSES, PERMITS AND CERTIFICATES

1. The Contractor shall be responsible to comply with and secure all necessary licenses, permits and certificates required by, and shall conduct its activities in accordance with, all federal, state and local statutes, rules and regulations to carry out its responsibilities under this agreement.

Article IX. INDEMNIFICATION AND HOLD HARMLESS-

1. The Contractor agrees to assume full and absolute responsibility for, and to defend, hold harmless and indemnify the City and its officers, employees and agents for any and all claims, damages and losses to persons or property in any way resulting from the care, operation or use of the concession area covered by this agreement.

Article X. WHOLE AGREEMENT-

1. The agreement contains the whole agreement of the parties and none of the terms or conditions shall be modified, waived or abandoned except by a written instrument duly signed by the parties and delivered to the parties.

Dated on this _____ day of _____ 2026.

City of Eldridge

Service Provider: _____
(Names of Service Provider Parties)

By _____

By _____