

# **PARK BOARD AGENDA**



## **MEETING SCHEDULE**

Tuesday, April 18, 2023, at 5:00 pm

Council Chambers

229 S. 2<sup>nd</sup> Street, Elkhart, IN 46516

## **CALL TO ORDER**

### **1. ROLL CALL**

### **2. APPROVAL OF AGENDA**

### **3. APPROVAL OF MINUTES**

- March 21, 2023

### **4. APPROVAL OF FINANCIALS**

- Claims - \$38,810.92
- Donations – \$31,415
- Grants - \$0

### **5. NEW BUSINESS MATTERS**

- a. Field Permit
- b. Entertainment Contracts
- c. Memorandum of Understanding with The Roosevelt Center
- d. Partnership Agreement with Elkhart Public Library
- e. CCBCC Operations (Coke) Contract
- f. Pavilion Rental Agreement for CivicRec

### **6. OLD BUSINESS**

- a. None

### **7. USE AND EVENT PERMIT**

- a. Southern Midwest Festival – May 13, 2023 – Roosevelt Park
- b. A Taste of Excellence – June 3, 2023 – Roosevelt Park
- c. Elkhart Family Fish Fest – June 3, 2023 – High Dive Park
- d. EnviroFest – August 12, 2023 – Island Park
- e. Rhapsody Arts & Music Festival – June 9-10, 2023 – Island Park
- f. Summer Chill Concert Series – Various Dates – NIBCO Water & Ice Park

### **8. DEPARTMENT REPORT**

### **9. CORRESPONDENCE**

- a. None

### **10. PUBLIC INPUT/PRIVILEGE OF THE FLOOR**

## **ADJOURNMENT**

**NEXT REGULAR PARK BOARD MEETING MAY 16, 2023, COUNCIL CHAMBERS.**

# City of Elkhart Parks & Recreation Park Board Minutes



**DATE:** March 21, 2023

**TIME:** 5:00 PM

City of Elkhart Parks & Recreation  
Council Chambers

**LOCATION:** 229 S. 2<sup>nd</sup> Street, Elkhart, IN 46516

## Call to Order at 5:00 PM.

### 1. Roll Call- Quorum Present BOARD MEMBERS PRESENT

Sarah Santerre President	Nekeisha Alayna Alexis Vice President <b>Absent</b>	Mark Datema Secretary	Christopher Baiker Treasurer
	<b>Mandy Leazenby Proxy</b>		

### 2. Approval of Agenda

Motion to Approve Agenda

Motion: ML

Second: MD

Motion passes with unanimous voice vote

### 3. Approval of Minutes

February 21, 2023

Motion to Approve

Motion: ML

Second: MD

Motion passes with unanimous voice vote

### 4. Approval of Financials

**Claims: \$48,018.33**

**Donations: \$0**

**Grants: \$0**

Motion to discuss, approve and place on file

Motion: ML

Second: MD

Motion passes with unanimous voice vote

There was no discussion.

### 5. New Business

#### a. Daughters of the American Revolution Memorial Tree

Mrs. Marissa Hull is a member of the local chapter of the Daughters of the American Revolution. The National Group has asked chapters to celebrate the 250<sup>th</sup> anniversary of the signing of the Declaration of Independence. Mrs. Hull is proposing a Liberty Tree project. They are also working with Middlebury Parks on a memorial tree.

# City of Elkhart Parks & Recreation

## Park Board Minutes



Mr. Czarnecki states that the Memorial Tree Program still needs to be established. The Park Board will accept the donation, and Buildings & Grounds will work with the donors to choose and place the tree.

Motion to preliminarily approve

Motion: ML

Second: MD

Motion passes with unanimous voice vote

**b. Ideal Beach Improvement and Access Agreement**

Mr. Czarnecki states that the Department is progressing with improvements at Ideal Beach. A donor is providing the funds to have the kiddie pool removed. The access agreement allows the contractor to come in and remove it. The donor will pay the contractor directly, and the bidding process is unnecessary.

Motion to approve

Motion: ML

Second: CB

Motion passes with unanimous voice vote

**c. Memorandum of Understanding with Urban Streetwear LLC**

Ms. Ixmattlahua states that the Department has partnered with Chris Beckham of Urban Streetwear for several years to provide skateboarding lessons.

Motion to approve

Motion: ML

Second: MD

Motion passes with unanimous voice vote

**d. Memorandum of Understanding with Alexandra Hibshman**

Ms. Ixmattlahua states that Ms. Hibshman is a local artist who will instruct watercolor classes for adults and children.

Motion to approve

Motion: ML

Second: MD

Motion passes with unanimous voice vote

**e. Memorandum of Understanding with Elkhart Dahlia Society**

Ms. Ixmattlahua states that this is a partnership between the Department and the Elkhart Dahlia Society. In exchange for using a pavilion, they are providing programming. They will be giving line dance classes and a CPR class, as well as participating in the Farmers Market.

Motion to approve

Motion: ML

Second: MD

Motion passes with unanimous voice vote

### 6. Old Business

**a. None**

### 7. Use and Event Permit

**a. Community Easter Egg Hunt – April 1, 2023 – Walker Park**

Ms. Christy Matthews presents the permit. She provides a flyer for the event to the Board.

Ms. Matthews requests to use Walker Park for a free community Easter egg hunt. There will be 3,000 eggs with prizes donated by local businesses and individuals.

Motion to approve

Motion: MD

Second: ML

Motion passes with unanimous voice vote

**b. Truma Spring Clean-Up & Picnic – April 22, 2023 – Island Park**

# City of Elkhart Parks & Recreation

## Park Board Minutes



Ms. Lara Hunsberger with Truma Corp presents the permit. Truma would like to clean up Island Park for their annual Earth Day clean-up. They have invited their employees, other RV industry partners, and the public to participate.

Motion to approve

Motion: ML

Second: CB

Motion passes with unanimous voice vote

c. **Peace Officers Memorial Service – May 17, 2023 – Kardzhali Park**

Ms. Jessica McBrier, Elkhart Police Department, presents the permit. The event is a service to commemorate officers who have fallen in the line of duty during National Police Week.

Motion to approve

Motion: ML

Second: MD

Motion passes with unanimous voice vote

d. **Compassion Walk – May 20, 2023 – Island Park**

Mr. Peter Norton of Cancer Resources of Elkhart County presents the permit. This is an annual event. The walk starts at Island Park, walks the RiverWalk, and returns to Island Park.

Motion to approve

Motion: MD

Second: CB

Motion passes with unanimous voice vote

e. **Stemm Lawson Peterson Memorial Walk – May 20, 2023 – Walker Park**

Ms. Kobie informs the Board that this is an annual event.

Motion to approve

Motion: MD

Second: ML

Motion passes with unanimous voice vote

f. **Flags from the Heart – May 26-29, 2023 – Lundquist-Bicentennial Park**

Ms. Kobie informs the Board that this is an annual event. The Lions Club places flags in the park during Memorial Day Weekend.

Motion to approve

Motion: MD

Second: CB

Motion passes with unanimous voice vote

g. **Elkhart Juneteenth Celebration – June 19, 2023 – Roosevelt Park**

Mr. Antown Williams presents the permit. This is the fifth year for the event and the second year at Roosevelt Park.

Motion to approve

Motion: MD

Second: ML

Motion passes with unanimous voice vote

h. **Peace Run – May 20, 2023 – Roosevelt Park**

Ms. Leatra Scott of The Village presents the permit. Her 11-year-old daughter, Dia Scott, wanted to promote peace and unity in Elkhart. Dia reads the Board her proposal.

Motion to approve

Motion: ML

Second: MD

Motion passes with unanimous voice vote

i. **Elkhart Farmers Market – May 6 – October 14, 2023 – Kardzhali Park**



# City of Elkhart Parks & Recreation

## Park Board Minutes



Ms. Gordon presents the permit. This is the sixth year for the Elkhart Farmers Market. It will run from May 6 to October 14. This year will feature several theme days for kids, seniors, and dogs.

Motion to approve

Motion: CB

Second: MD

Motion passes with unanimous voice vote

### 8. Department Report

Mr. Czarnecki reports that the Department finished strategic planning objectives, and a report for the Board is coming soon. The Annual Report is completed and in the process of being printed. The governor is coming in May for the River Greenway Trail ribbon cutting. The Department has hired a new accounting specialist, Nicole Wright.

Mrs. Wright introduces herself to the Board. She has been working in the Department office part-time for six months.

Mr. Czarnecki reports that NIBCO Water & Ice Park had a successful season. The Department is looking into opening the facility for summer roller skating.

Ms. Gordon reports that the Elkhart Farmers Market's first sponsor is Renewal by Andersen. The money will be put towards advertising. The Spring Pop-Up Market was held the previous weekend and was successful. The annual Easter Egg Hunt will begin on April 1.

Ms. Ixmattahua reports that the afterschool programming at Roosevelt Center has 106 participants. A police officer often comes to play basketball with the youth. Lince dancing classes are being held and are popular. Photography and Watercolor classes are also starting.

Mr. McCray reports that more than 1,000 people were observed in the parks in February. The Park Rangers assisted with the Frosty run. Owl boxes have been placed in various parks. A new ranger has been hired and is doing well with his training.

Mr. Datema states that crime in the parks is being reported on Next Door. There is a discussion of adding cameras to vulnerable spots in the parks.

### 9. Public Input/Privilege of the Floor

Mrs. Santerre opens the privilege of the floor.

Mr. Datema states that the Greenleaf Neighborhood Clean-Up is Saturday.

Mr. Datema suggests that if there is not enough momentum to save the Kelby Love mural on Main Street, the Department should consider absorbing the mural into one of the trails as a permanent fixture for an art walk.

Mrs. Santerre closes the privilege of the floor.

### 10. Approval for Adjournment

Motion to adjourn

Motion: MD

Second: CB

Motion passes with unanimous voice vote

Adjourn 6:16 pm

# City of Elkhart Parks & Recreation

## Park Board Minutes



### PARKS & RECREATION STAFF MEMBERS IN ATTENDANCE

Jamison Czarnecki, Superintendent Luisa Ixmattlahua-Garay, Program Coordinator Nick Cron, Operations Manager Stan McCray, Lead Park Ranger	Sommer Bowers, Office Manager Maddy Gordon, Volunteer Coordinator Jennifer Kobie, Recording Secretary Nicole Wright, Accounting Specialist
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### ADDITIONAL CITY EMPLOYEES AND GUESTS IN ATTENDANCE

Mr. Matt Riggs, IT Department Mrs. Marissa Hull Ms. Leatra Scott Ms. Jessica McBrier, Elkhart Police	Ms. Rose Rivera, Legal Department Mr. Peter Norton Miss Dia Scott	Mrs. Lara Hunsburger Ms. Christy Matthews Mr. Antwone D. Williams Sr.
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### Minutes Certification:

Respectfully Submitted,

Recording Secretary                      Jennifer Kobie

\_\_\_\_\_ Date

Park Board President                      Sarah Santerre

\_\_\_\_\_ Date

Park Board Secretary                      Mark Datema

\_\_\_\_\_ Date

**PARKS BOARD**  
**CLAIM AND ALLOWANCE DOCKET**

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND INVOICES OR BILLS ATTACHED THERETO ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6. I ALSO HEREBY CERTIFY THAT THESE VOUCHERS AND INVOICES REPRESENT GOODS AND/OR SERVICES THAT ARE FOR THE BENEFIT OF THE CITY OF ELKHART AND THAT APPROPRIATIONS FOR THESE EXPENDITURES HAVE BEEN DULY MADE OR OTHERWISE AUTHORIZED BY THE CITY COUNCIL AND OTHER APPROPRIATE AUTHORITY.

April 14<sup>th</sup>, 2023 \_\_\_\_\_  
JAMIE ARCE - CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$38,810.92** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 5 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

**EXECUTED THIS 18TH DAY OF APRIL 2023 BY:**

PRESIDENT

\_\_\_\_\_  
SARAH SANTERRE

VICE PRESIDENT

\_\_\_\_\_  
NEKEISHA ALAYNA ALEXIS

SECRETARY

\_\_\_\_\_  
MARK DATEMA

TREASURER

\_\_\_\_\_  
CHRISTOPHER BAIKER

**ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE**



City of Elkhart

# Expense Approval Report

By Fund

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 2204 - PARK &amp; RECREATION</b>					
PRINT AND MAIL MANAGEME	3348	04/18/2023	Nibco Punch Cards and Riverv	2204-5-501-4220150	60.00
MENARD, INC	26343	04/18/2023	Studebaker Remodel Flooring	2204-5-501-4360500	399.31
MARIA OSORIO	R000634165	04/18/2023	Pierre Moran Pavilion Refund	2204-5-501-4581000	186.92
MENARD, INC	26609	04/18/2023	Studebaker remodel Flooring	2204-5-501-4360500	176.36
RICOH, USA	107017993	04/18/2023	Rent for Parks Copier-April	2204-5-501-4370200	107.52
MENARD, INC	26823	04/18/2023	Supplies-Packing Tape	2204-5-501-4360500	6.69
MENARD, INC	26830	04/18/2023	Studebaker Remodel Epoxy Gl	2204-5-501-4360500	139.98
MENARD, INC	27033	04/18/2023	Studebaker Remodel, Sink, Pa	2204-5-501-4360500	373.13
MENARD, INC	27093	04/18/2023	Studebaker Remodel, Propan	2204-5-501-4360500	49.40
KENDALL ELCTRIC INC	S112773535.001	04/18/2023	Studebaker Remodel-Strip lig	2204-5-501-4360500	1,085.37
APPRAISAL SERVICES, INC.	031723923	04/18/2023	Poperty next to Ideal Beach A	2204-5-501-4310400	1,200.00
AMAZON CAPITAL SERVICES I	1R6N-DD1G-LMQY	04/18/2023	Operating Office Supplies	2204-5-501-4220150	914.82
MENARD, INC	27474	04/18/2023	Studebaker - Counter Tops	2204-5-501-4360500	67.04
MENARD, INC	27117	04/18/2023	Supplies Gloves, Clean Kits for	2204-5-501-4220150	144.25
MENARD, INC	27534	04/18/2023	Studebaker Remodel -Brushes	2204-5-501-4360500	101.17
MENARD, INC	27646	04/18/2023	Studebaker Remodel -Oscilati	2204-5-501-4360500	99.39
MENARD, INC	27723	04/18/2023	Willowdale Maintenance - Ro	2204-5-501-4220150	20.98
DOROTHY SIMON	R00602650	04/18/2023	McNaughton Pavilion Refund	2204-5-501-4581000	210.28
MONIQUE THOMPSON	R00640193	04/18/2023	Studebaker Pavilion Refund	2204-5-501-4581000	233.64
MARTIN MARKETING SPECIAL	19219-1	04/18/2023	Ranger Uniforms	2204-5-501-4220150	322.51
AMAZON CAPITAL SERVICES I	1T9J-VGVM-NJ36	04/18/2023	Office, Operating, Event and P	2204-5-501-4210500	164.16
AMAZON CAPITAL SERVICES I	1T9J-VGVM-NJ36	04/18/2023	Office, Operating, Event and P	2204-5-501-4220150	69.94
BURKETT AND SONS, INC	SO359186	04/18/2023	Concession Trailer Refrigerato	2204-5-501-4220150	3,003.00
MENARD, INC	28059	04/18/2023	Studebaker Remodel -PVC Pip	2204-5-501-4360500	176.49
J. CARNINE & CO.	3340	04/18/2023	Property Next to Idal Beach A	2204-5-501-4310400	950.00
IMPERIAL DADE	80007308-00	04/18/2023	Studebaker Remodel - Baby C	2204-5-501-4360500	710.00
ELKHART CO HEALTH DEPT.	0398-PMPOOL23	04/18/2023	Pierre Moran Pool Food Licen	2204-5-501-4390900	112.50
ELKHART CO HEALTH DEPT.	0415-RSVB23	04/18/2023	Riverview Softball Concession	2204-5-501-4390900	112.50
ELKHART CO HEALTH DEPT.	0533-SPRYPK23	04/18/2023	McNaughton Spray Park Food	2204-5-501-4390900	112.50
BUGSY'S ELKHART EXTERMIN	24439	04/18/2023	Monthly Pest Control-March	2204-5-501-4390912	150.00
MENARD, INC	28134	04/18/2023	Studebaker Remodel -Screwdr	2204-5-501-4360500	43.37
YODER OIL COMPANY INC	CL76184	04/18/2023	Park Dept Gasoline-March	2204-5-501-4220210	556.00
PETTY CASH / JAMISON CZAR	IDEALB2023	04/18/2023	Ideal Beach Start Up Funds	2204-1500000	700.00
PETTY CASH / JAMISON CZAR	MCNAUGHTON2023	04/18/2023	McNaughton Start Up Funds	2204-1500000	500.00
PETTY CASH / JAMISON CZAR	PMPOOL2023	04/18/2023	Pierre Moran Pool Start Up Fu	2204-1500000	600.00
SHOFF SECURITY SERVICES , I	143857	04/18/2023	Nibco Ice Park Security	2204-5-501-4390912	123.00
SHOFF SECURITY SERVICES , I	143889	04/18/2023	McNaughton Spray Park Secur	2204-5-501-4390912	123.00
SHOFF SECURITY SERVICES , I	143891	04/18/2023	Pierre Moran Pool Security	2204-5-501-4390912	123.00
SHOFF SECURITY SERVICES , I	143940	04/18/2023	Riverview Softball Security	2204-5-501-4390912	205.50
AMAZON CAPITAL SERVICES I	1RYW-GJMG-PVWN	04/18/2023	Operating, Office and Event O	2204-5-501-4210500	32.26
AMAZON CAPITAL SERVICES I	1RYW-GJMG-PVWN	04/18/2023	Operating, Office and Event O	2204-5-501-4220150	293.60
RIETHCO, INC.	113994	04/18/2023	Studebaker Sewer Line Clean-	2204-5-501-4390912	525.00
LRS HOLDINGS LLC	PS520182	04/18/2023	Portable Restrooms - March -	2204-5-501-4370200	152.00
LRS HOLDINGS LLC	PS520183	04/18/2023	Portable Restrooms - March -	2204-5-501-4370200	227.00
LRS HOLDINGS LLC	PS520184	04/18/2023	Portable Restrooms - March -	2204-5-501-4370200	152.00
LRS HOLDINGS LLC	PS520185	04/18/2023	Portable Restrooms - March -	2204-5-501-4370200	152.00
AMAZON CAPITAL SERVICES I	1P6J-16GW-K44M	04/18/2023	Office Supplies -Planner, Multi	2204-5-501-4210500	14.98
AMAZON CAPITAL SERVICES I	1P6J-16GW-K44M	04/18/2023	Operating Supplies -Magnetic	2204-5-501-4220150	91.41
SCHENK'S PROFESSIONAL PAI	3842	04/18/2023	Redo floors at Studebaker Pav	2204-5-501-4360500	4,925.00
<b>Fund 2204 - PARK &amp; RECREATION Total:</b>					<b>20,998.97</b>
<b>Fund: 2520 - PARK PROGRAM</b>					
JEFF ALEXANDER	900-1	04/18/2023	Christmas Tree-Civic Plaza	2520-5-630-4220150	475.00
JASMEIN GREER	R00622419	04/18/2023	Event Spring Pop-Up Refund	2520-5-630-4581000	12.50

# Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PRINT AND MAIL MANAGEME	3344	04/18/2023	Riverview Bat Stickers	2520-5-508-4220101	778.90
PETTY CASH / JAMISON CZAR	03182023	04/18/2023	Event Spring Pop Up Supplies	2520-5-630-4220150	50.97
SOUTH BEND CIVIC THEATRE,	0322202301	04/18/2023	Rhapsody Festival Performanc	2520-5-630-4390510	200.00
SOUTH BEND CIVIC THEATRE,	0322202302	04/18/2023	Farmer's Market Kids Day Perf	2520-5-630-4390510	200.00
PETTY CASH / JAMISON CZAR	3272023	04/18/2023	Program Watercolor Class Sup	2520-5-508-4220150	8.03
AMAZON CAPITAL SERVICES I	1T9J-VGVM-NJ36	04/18/2023	Office, Operating, Event and P	2520-5-508-4220150	84.95
AMAZON CAPITAL SERVICES I	1T9J-VGVM-NJ36	04/18/2023	Office, Operating, Event and P	2520-5-630-4220150	25.77
EDWARD J. BELLOWS	03302023	04/18/2023	Program Supplies - Kickballs	2520-5-508-4220101	48.12
SHOFF SECURITY SERVICES , I	143843	04/18/2023	Ideal Beach Security	2520-5-509-4390912	123.00
MENARD, INC	27272	04/18/2023	Candy for Event	2520-5-630-4220150	58.74
JESSICA SCHIBLEY	R00639677	04/18/2023	Program Youth Disc Golf	2520-5-508-4581000	20.00
ELKHART CO HEALTH DEPT.	0023-IDEALB23	04/18/2023	Ideal Beach Food License Ren	2520-5-509-4390900	112.50
GORDON FOOD SERVICE INC	779281920	04/18/2023	Riverview Concessions	2520-5-580-4220150	107.86
AMAZON CAPITAL SERVICES I	1RYW-GJMG-PVWN	04/18/2023	Operating, Office and Event O	2520-5-630-4220150	13.61
BOTTLING GROUP, LLC	50546760	04/18/2023	Riverview Concessions - Softb	2520-5-580-4220150	717.07
RAWLINGS SPORTING GOODS	87646648 RI	04/18/2023	Slowpitch Softballs for Rivervi	2520-5-508-4220101	2,862.00
Fund 2520 - PARK PROGRAM Total:					5,899.02
Fund: 7740 - SALES TAX					
MARIA OSORIO	R000634165	04/18/2023	Pierre Moran Pavilion Refund	7740-4-000-3120708	13.08
DOROTHY SIMON	R00602650	04/18/2023	McNaughton Pavilion Refund	7740-4-000-3120708	14.72
MONIQUE THOMPSON	R00640193	04/18/2023	Studebaker Pavilion Refund	7740-4-000-3120708	16.36
Fund 7740 - SALES TAX Total:					44.16
Grand Total:					26,942.15

**Fund Summary**

Fund	Expense Amount
2204 - PARK & RECREATION	20,998.97
2520 - PARK PROGRAM	5,899.02
7740 - SALES TAX	44.16
<b>Grand Total:</b>	<b>26,942.15</b>

**Account Summary**

Account Number	Account Name	Expense Amount
2204-1500000	Petty Cash	1,800.00
2204-5-501-4210500	Office Supplies	211.40
2204-5-501-4220150	Operating Supplies	4,920.51
2204-5-501-4220210	Gasoline	556.00
2204-5-501-4310400	Professional Services	2,150.00
2204-5-501-4360500	Repairs & Maintenance -	8,352.70
2204-5-501-4370200	Equipment Leases	790.52
2204-5-501-4390900	Other Services & Charge	337.50
2204-5-501-4390912	Contract Services	1,249.50
2204-5-501-4581000	Unappropriated	630.84
2520-5-508-4220101	Operating Supplies - Soft	3,689.02
2520-5-508-4220150	Operating Supplies - Gen	92.98
2520-5-508-4581000	Unappropriated	20.00
2520-5-509-4390900	Services & Charges	112.50
2520-5-509-4390912	Contract Services	123.00
2520-5-580-4220150	Operating Supplies	824.93
2520-5-630-4220150	Operating Supplies	624.09
2520-5-630-4390510	Ent & Prod Expense	400.00
2520-5-630-4581000	Unappropriated	12.50
7740-4-000-3120708	Rental Sales Tax - Parks	44.16
Grand Total:		26,942.15

**Project Account Summary**

Project Account Key	Expense Amount
**None**	26,942.15
<b>Grand Total:</b>	<b>26,942.15</b>





City of Elkhart

City of Elkhart

# Expense Approval Report

By Fund

Payment Dates 3/24/2023 - 4/6/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 2204 - PARK &amp; RECREATION</b>					
COMCAST BUSINESS	167745227-030123	03/24/2023	PHONE SVC- MAR- PK	2204-5-501-4320400	125.16
NORTHERN INDIANA PUBLIC S	0239660096-031023	03/24/2023	200 LUSHER- PK	2204-5-501-4350200	66.00
INDIANA MICHIGAN POWER	04271939508-031023	03/24/2023	500 E BEARDSLEY- PK	2204-5-501-4350100	23.84
INDIANA MICHIGAN POWER	04925947501-031023	03/24/2023	1320 OLIVE- PK	2204-5-501-4350100	64.46
NORTHERN INDIANA PUBLIC S	0764660057-031023	03/24/2023	200 LUSHER- PK	2204-5-501-4350200	66.00
NORTHERN INDIANA PUBLIC S	8793150019-031023	03/24/2023	119 W WOLF- PK	2204-5-501-4350200	133.06
COMCAST CABLE	0907664-031223	03/24/2023	INTERNET SVC- MAR- PK	2204-5-501-4320400	116.85
INDIANA MICHIGAN POWER	04999775705-031323	03/31/2023	CONSOLIDATED- PK	2204-5-501-4350100	430.53
INDIANA MICHIGAN POWER	04776128300-031423	03/24/2023	701 ARCADE- PK	2204-5-501-4350100	59.62
INDIANA MICHIGAN POWER	04138884905-031723	03/31/2023	353 S ELKHART- PK	2204-5-501-4350100	91.79
INDIANA MICHIGAN POWER	04220223400-031723	03/31/2023	135 N ELKHART- PK	2204-5-501-4350100	162.09
INDIANA MICHIGAN POWER	04253609608-031723	03/31/2023	147 N ELKHART- PK	2204-5-501-4350100	41.01
INDIANA MICHIGAN POWER	04492922507-031723	03/31/2023	133 N ELKHART- PK	2204-5-501-4350100	367.41
INDIANA MICHIGAN POWER	04642505400-031723	03/31/2023	303 NIBCO- PK	2204-5-501-4350100	5,566.23
COMCAST CABLE	0910809-031723	03/31/2023	300 RIVERVIEW- PK	2204-5-501-4320400	109.85
COMCAST CABLE	0909983-031823	03/31/2023	635 ARCADE- PK	2204-5-501-4320400	108.35
FRONTIER NORTH INC.	5741010015-031923	03/31/2023	PHONE SVC- MAR- PK	2204-5-501-4320400	48.38
INDIANA MICHIGAN POWER	04215794407-032023	03/31/2023	125 HIGH- PK	2204-5-501-4350100	83.62
COMCAST CABLE	0941317-032123	03/31/2023	119 W WOLF- PK	2204-5-501-4320400	116.25
INDIANA MICHIGAN POWER	04210875706-032223	04/07/2023	COMSOLIDATED- PK	2204-5-501-4350100	1,150.72
NORTHERN INDIANA PUBLIC S	0441000024-032223	03/31/2023	701 ARCADE- PK	2204-5-501-4350200	341.81
NORTHERN INDIANA PUBLIC S	1735700094-032223	03/31/2023	500 E BEARDSLEY	2204-5-501-4350200	175.86
NORTHERN INDIANA PUBLIC S	7549100062-032223	03/31/2023	1320 OLIVE- PK	2204-5-501-4350200	168.46
INDIANA MICHIGAN POWER	04028164509-032323	03/31/2023	110 E GARFIELD- PK	2204-5-501-4350100	187.60
INDIANA MICHIGAN POWER	04792516603-032323	03/31/2023	215 E INDIANA- PK	2204-5-501-4350100	43.35
ELKHART PUBLIC UTILITIES	3100223400-032423	03/31/2023	301 NIBCO- PK	2204-5-501-4350400	21.49
ELKHART PUBLIC UTILITIES	3100223500-032423	03/31/2023	301 NIBCO- PK	2204-5-501-4350400	132.97
ELKHART PUBLIC UTILITIES	3306531000-032423	03/31/2023	119 W WOLF- PK	2204-5-501-4350400	100.15
PETTY CASH / JAMISON CZAR	RIVERVIEW2023	04/07/2023	START UPF OR RIVERVIEW SO	2204-1500000	1,500.00
ELKHART PUBLIC UTILITIES	4100410104-033123	04/07/2023	SUPERIOR & RIVERVIEW- PK	2204-5-501-4350400	93.99
ELKHART PUBLIC UTILITIES	4208320000-033123	04/07/2023	1020 MCDONALD- PK	2204-5-501-4350400	60.62
<b>Fund 2204 - PARK &amp; RECREATION Total:</b>					<b>11,757.52</b>
<b>Fund: 2520 - PARK PROGRAM</b>					
COMCAST CABLE	0116669-031923	03/31/2023	52256 IDEAL BEACH- PK	2520-5-509-4320400	111.25
<b>Fund 2520 - PARK PROGRAM Total:</b>					<b>111.25</b>
<b>Grand Total:</b>					<b>11,868.77</b>

Report Summary

Fund Summary

Fund	Payment Amount
2204 - PARK & RECREATION	11,757.52
2520 - PARK PROGRAM	111.25
Grand Total:	11,868.77

Account Summary

Account Number	Account Name	Payment Amount
2204-1500000	Petty Cash	1,500.00
2204-5-501-4320400	Telephone & Communic	624.84
2204-5-501-4350100	Electricity	8,272.27
2204-5-501-4350200	Natural Gas	951.19
2204-5-501-4350400	Water & Sewer	409.22
2520-5-509-4320400	Telephone & Communic	111.25
Grand Total:		11,868.77

Project Account Summary

Project Account Key	Payment Amount
**None**	11,868.77
Grand Total:	11,868.77



## **Parks & Recreation Donations**

### **Financial Donations**

- Anonymous – \$65.00
- OSMC - \$100.00 for Frosty 5K
- Fenech Family Foundation on behalf of Brinkley RV - \$30,000 for summer events
- SURF Internet - \$250 for Frosty 5K
- Renewal by Andersen - \$1,000 for Farmers Market

### **Material Donations**

- Martin's Super Markets - \$125 gift certificate for Frosty 5K
- Craftsman's Daughter – 4 \$25 gift cards for Frosty 5K
- Wendy's – prizes for Easter Egg Hunt
- Bird in the Hand - \$200 worth of gift certificates for Farmers Market Loyalty Card prizes
- Vanilla Bean Creamery – 10 Free Scoop Tokens for Farmers Market Loyalty Card prizes
- Mini Delights Bake Shoppe – 10 Free Cupcake coupons for Farmers Market Loyalty Card prizes
- Hotel Elkhart – 10 free coffee coupons & 10 free bakery item coupons for Farmers Market Loyalty Card prizes
- Midwest Museum of American Art – 10 free admission passes for Farmers Market Loyalty Card prizes



City of Elkhart  
Parks & Recreation

# Field Permit Application

For Office Use Only

Approved ☐ Denied ☐

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

APPLICATION DOES NOT GUARANTEE PERMIT.

Applicant: Jose Gonzalez Elkhart Soccer Land League  
 Address: [REDACTED] City: Elkhart State: IN  
 Home Phone: [REDACTED] Work Phone: [REDACTED]  
 Email Address: [REDACTED]

## CITY OF ELKHART PLAYING FIELD AND RELATED FACILITY PERMIT POLICY

Within 15 days of receipt of permit, a **full schedule of games** AND a current **Certificate of Liability (\$5,000,000)** must be submitted to:

City of Elkhart Parks and Recreation Department  
 201 South 2nd Street  
 Elkhart, Indiana 46516

Permits are NOT TRANSFERRABLE. If the time comes that you no longer need the use of the permit, please advise the City of Elkhart Parks and Recreation Department immediately at (574) 295-7275 the fields will be monitored. Attach copies of your leagues guidelines and by-laws.

A copy of the team's final roster of player's names, addresses, and phone numbers must be submitted. A copy of the Elkhart Parks and Recreation Waiver is required. All players must sign the waiver. The waiver must be submitted to the Parks Department prior to play.

The maximum number of reserved sessions that any adult single permit-holder or league may control is limited to 10 sessions per week, per park. The maximum length of any permit is 3 months due to the high demand for permits. If the permittee does not reasonably need all of the session time requested, the Department may approve the permit in part, granting to the permittee some fraction of the field applied for.

No permits will be granted unless this application is signed.

No gate/admissions/parking fees may be charged on the premises.

Portable toilets will not be supplied by the Elkhart Parks and Recreation Department.

**IF A SCHEDULE OF GAMES AND CERTIFICATE OF LIABILITY IS NOT PROVIDED, SUSPENSION OF PLAY WILL BE IMPOSED ON THE LEAGUE BY THE ELKHART PARKS AND RECREATION DEPARTMENT!**

## RATES:

**Soccer/Other:** Studebaker Fields \$25 per game (2-hour limit per game)

**FIELD PREFERENCE (Circle all that apply):**

Studebaker Park:  
Tolson Park:

Field #1 (Front Right Side)  
Field #1

Field #2 (Middle Front)  
Field #2

Field #3 (Kid's only)

Field #4 (Baseball)

INTENDED USE OF FIELD: Soccer

DATE(S): May - October  
 If more than one, please attach schedule

DAYS OF WEEK: Mon Tue Wed Thu Fri Sat Sun

TIME(S) OF USE: Vary

All rental fees must be paid in full prior to the scheduled event. Checks should be made payable to: Elkhart Parks and Recreation Department. Failure to pay all fees in full by the aforementioned deadline shall cause the renter to be placed on the "unable to rent list" for the future.

## Employee Use:

Game(s): \_\_\_\_\_ X \$ \_\_\_\_\_ Rate = \$ \_\_\_\_\_ Total

Employee Initials: \_\_\_\_\_

Date: \_\_\_\_\_

Receipt: \_\_\_\_\_

## RENTAL RULES

1. The City reserves the right to deny an application for Park rental when such use is not in the interest of the City of Elkhart, Indiana.
2. The City reserves the right to cancel a reservation at any time if the cancellation is in the best interest of the City. In the event the City cancels an event for this reason, all fees will be refunded.
3. **CITY OF ELKHART ORDINANCES**
  - A.) **§96.33 Alcoholic Beverages and Drugs**

No person shall bring dangerous drugs, beer, ale or other alcoholic beverages into any park, or consume, have in possession, sell, give away or handle dangerous drugs or intoxicating alcoholic beverages in any park or park-street except on written permission from the Board of Parks and Recreation and its duly authorized agents.
  - B.) **§96.25 Peddling**

No person in any park or park-street shall exhibit, sell or offer for sale, hire, lease or let out to any person in any park, any object or merchandise, or anything whatsoever, whether corporeal or incorporeal, tickets for entertainments or other affairs of any description included, except under a permit. No person shall, for advertising or commercial purposes, take moving pictures or photographs within the limits of any park or park-street, except under a permit, or otherwise than in accordance with terms of the permit. Possession of objects or merchandise in quantities, packages or containers customarily associated with peddling shall be deemed to be prima facie evidence of exhibiting or offering for sale.
  - C.) **§ 153.72 Prohibition of Smoking in Public Places and Certain Places of Employment**

Smoking shall be prohibited in any portion of buildings or enclosed facilities, whether publicly or privately owned that are open for public accommodation, including but not limited to, the following areas:
    - (1.) Auditoriums, convention centers, lecture halls, sports or entertainment arenas, including enclosed places in outdoor arenas or venues and in grandstands or other places of public gathering;
  - D.) **§96.99 Penalty**

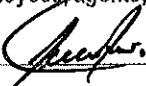
Any violation of any of the provisions above shall be punishable by a fine of not more than \$300.00.
4. No renter may reserve a date more than one year in advance. The Park calendar shall be released by January 15 of the current calendar year at which time all date reservations shall become "locked in".
5. Refund Policy: If a renter cancels less than 7 calendar days 0%, 8-30 calendar days 50%, over 30 calendar days 75%. If a renter wants to reschedule a \$25 additional fee will be added to the original contract for each occurrence.
6. No renter may sublet or subcontract the Park to another. Blocking off parking or charging for parking is prohibited. Use of loud PA systems require additional permit from the Board of Works.
7. A responsible adult representing the renter shall be present at the Park throughout the event.
8. The renter is responsible to remove excessive trash and debris from the fields, restrooms (if available), tent and table areas and parking lots. Failure to comply with this responsibility shall cause the renter to be billed for additional maintenance and possible denial of future rental opportunities.
9. The renter is responsible for policing the Park for solicitors who do not have Park Board approval to be vending food or goods. Failure to comply may result in denial of future rental of the Park. **NO FOOD OR ITEMS ARE ALLOWED TO BE SOLD ON PARK PROPERTY.**
10. The renter shall there by accept full financial responsibility and liability for any and all damage to City property.
11. The Park, as all Elkhart Parks and Recreation Department facilities, is a "family friendly" facility. Vulgar, profane, obscene, threatening, or taunting language shall not be tolerated. Indecent conduct or attire is not acceptable. Fighting by participants or spectators will not be tolerated. Violators will be asked to leave the facilities immediately. Should the Elkhart Police Department be called to the Park, it is likely that someone will be arrested.
12. The renter shall indemnify, save and hold harmless the City of Elkhart, Indiana; the Parks and Recreation Department and its agents, employees, or servants against any and all liability arising incident to the use and occupancy of said Park. Furthermore, the renter shall be liable and responsible for the conduct, actions, and injuries to the participants and spectators of this rental event.
13. This rental agreement shall be constructed and interpreted according to the laws of the State of Indiana.
14. If any part of this agreement is held unenforceable, the rest of this agreement will nevertheless be in full force and effect.
15. In accepting a permit for the use of the specified field, I do willingly accept all responsibility for those under my supervision covered by this permit. I will incur no liability against the City of Elkhart, or its staff thereof, in the event of any accident or injury.
16. The renter shall be responsible for the rental of portable toilets for use during the term of this agreement. Public bathrooms will not be available.

### DISCLAIMER:

The person whose name appears below is responsible for the action of all persons using the field site in association with this permit. This includes responsibility for the removal of all litter, and all damages to the site. The permit will immediately be revoked for the use of alcohol, any illegal substance, and violation of the law and any behavior deemed inappropriate by the Recreation Coordinator or his/her duly appointed representative. If at any time an unfavorable condition exists or conduct by a participant or participants is deemed inappropriate, the Recreation Coordinator or his/her duly appointed representative reserves the right, in the interest of public safety, to discontinue all activities or dismiss the person or persons detrimental to the activity. As a condition of use the permit holder agrees to furnish at their own expense, Police or other security, if deemed necessary by the Recreation Coordinator or his/her duly appointed designee, and to reimburse the City of Elkhart for any damages done to the site. We reserve the right to suspend play due to inclement weather, or if the playing conditions (i.e.: rain, snow, lightning, high winds) have made it unsafe for the participants to continue, or there are signs of damage to the athletic fields.

My signature below indicates that I have read and agree to the above Disclaimer, received and read a copy of the "City of Elkhart Playing Field and Related Facility Permit Policy", rental rules, and the information listed on the front and back of this application and understand and will fully abide by the terms, conditions and provisions contained or referred to therein. I further agree to release and save harmless the City of Elkhart, its officers, employees, agents, and attorneys from any and all liability or expenses arising out of any incident occurring at the permitted facility.

Signature



Date

2-13-23

Organization (if any)

Elkhart Soccer Land League

Elkhart Soccer Land  
2023 Studebaker Park – Fields Schedule  
Weekend Dates

Weekend #1	5/05-07	Weekend #8	6/23-25
Weekend #2	5/12-14	Weekend #9	7/07-09
Weekend #3	5/19-21	Weekend #10	7/14-16
Weekend #4	5/26-28	Weekend #11	7/21-23
Weekend #5	6/02-04	Weekend #12	7/28-30
Weekend #6	6/09-11	Weekend #13	8/04-06
Weekend #7	6/16-18	Weekend #14	8/11-13

Field #1					Field #2					Field #3				
Day	Time	Local	VS	Visit	Day	Time	Local	VS	Visit	Day	Time	Local	VS	Visit
Sat.	4:00	4	VS	7	Fri.	5:00	1	VS	2	Wed.	5:00	1	VS	2
Sat.	6:00	5	VS	8										
					Day	Time	Local	VS	Visit	Day	Time	Local	VS	Visit
					Sat.	3:00	3	VS	5	Sat.	11:00	3	VS	6
					Sat.	5:00	4	VS	6	Sat.	1:00	4	VS	7
Day	Time	Local	VS	Visit						Day	Time	Local	VS	Visit
Sund.	10:00	9	VS	11	Day	Time	Local	VS	Visit	Sund.	10:00	9	VS	11
Sund.	12:00	10	VS	12	Sund.	12:00	7	VS	9					
					Sund.	2:00	8	VS	10					

There will be 13 games per week for the 14 weeks.  
That is a total 182 games.

Elkhart Soccer Land  
2023 Studebaker Park – Fields Schedule  
Weekend Dates

Weekend #15	8/19-20
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Field #1

Day	Time	Local	VS	Visit
Sat.	4:00	Quarterfinal	VS	Quarterfinal
Sat.	6:00	Quarterfinal	VS	Quarterfinal
Day	Time	Local	VS	Visit
Sund.	12:00	Quarterfinal	VS	Quarterfinal
Sund.	2:00	Quarterfinal	VS	Quarterfinal

Field #3

Day	Time	Local	VS	Visit
Sat.	4:00	Quarterfinal	VS	Quarterfinal
Sat.	6:00	Quarterfinal	VS	Quarterfinal
Day	Time	Local	VS	Visit
Sund.	12:00	Quarterfinal	VS	Quarterfinal
Sund.	2:00	Quarterfinal	VS	Quarterfinal

This week there will be 8 games.

Weekend #16	8/26-27
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Field #1

Day	Time	Local	VS	Visit
Sat.	4:00	Semifinals	VS	Semifinals

Field #2

Day	Time	Local	VS	Visit
Sat.	6:00	Semifinals	VS	Semifinals

Field #3

Day	Time	Local	VS	Visit
Sat.	2:00	Semifinals	VS	Semifinals
Day	Time	Local	VS	Visit
Sund.	12:00	Semifinals	VS	Semifinals

This week there will be 4 games.

Elkhart Soccer Land  
2023 Studebaker Park – Fields Schedule  
Weekend Dates

Weekend #17	9/09-10
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Field #1

Field #2

Field #3

Day	Time	Local	VS	Visit	Day	Time	Local	VS	Visit	Day	Time	Local	VS	Visit
Sat.	3:00	Finals	VS	Finals	Sat.	6:00	Finals	VS	Finals	Sund.	12:00	Finals	VS	Finals

This week there will be 3 games.

This league will play a total of 197 games at Studebaker Park in the span of 17 weeks.

## ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 18<sup>th</sup> day of November 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Big Daddy Dupree's Broke & Hungry Blues Band.

### RECITALS

Elkhart Parks and Recreation ("Parks") is a department of City organized under the provisions of §36-10-3-1 *et. seq.* of the Indiana Code.

Big Daddy Dupree's Broke and Hungry Blues Band will provide entertainment services, including musical performance.

City will be hosting Summer Chill Concert Series and wishes to contract with Big Daddy Dupree's Broke and Hungry Blues Band to provide musical entertainment.

In consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The name of the event will be: Summer Chill Concert Series.
2. The event will take place at: NIBCO Water & Ice Park, 301 NIBCO Parkway, Elkhart, IN 46516.
3. The date of the event will be: Friday, June 16, 2023.
4. The time of the event will be: From 7 pm – 9 pm.
5. The time of Big Daddy Dupree's Broke & Hungry Blues Band's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. Big Daddy Dupree's Broke and Hungry Blues Band will provide a 120-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Big Daddy Dupree's Broke and Hungry Blues Band will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$1,000.00.

1. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
  - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
  - b. Big Daddy Dupree's Broke and Hungry Blues Band, c/o Donn May, 304 Northeast Street, Milford, IN 46542
5. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
6. Sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.
7. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.



IN WITNESS WHEREOF, the parties hereto have each executed this Entertainment Contract, on the date and year first written above.

**ENTERTAINER**

SIGNATURE: Donald E May

Date: 11/20/22

Donald E. May Rep. for "Big Daddy Supreme's  
(Printed Name, Title) Bucket & Hungry "  
BLUES BAND "

**CITY OF ELKHART, INDIANA**

**By its BOARD OF PARKS AND RECREATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

(Printed Name, Title)

## ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 27<sup>th</sup> day of March, 2023 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Blame Not the Bard.

### RECITALS

Elkhart Parks and Recreation ("Parks") is a department of City organized under the provisions of §36-10-3-1 *et. seq.* of the Indiana Code.

Blame Not the Bard will provide entertainment services, including musical performance.

City will be hosting Tailgate Party and wishes to contract with Blame Not the Bard to provide musical entertainment.

In consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The name of the event will be: Tailgate Party
  2. The event will take place at: Central Green
  3. The date of the event will be: <sup>\*Saturday</sup>~~Friday~~, August 26, 2023
  4. The time of the event will be: **TBD, 1 hour prior to game time and 20 minutes during halftime.**
  5. The time of Blame Not the Bard's sound check will be mutually agreed upon and is TBD.
  6. City will provide electricity, sound and stage.
  7. Blame Not the Bard will provide a one hour and twenty minute musical performance.
  8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
  9. Blame Not the Bard will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$800.00 to be paid at the completion of performance.
- 
1. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to

the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.

2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
  - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
  - b. Blame Not the Bard, LLC., 5104 Morse Road NE, Iowa City, IA 52240
5. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
6. Sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.
7. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have each executed this Entertainment Contract, on the date and year first written above.

**ENTERTAINER**

SIGNATURE: 

Date: 4/3/2023

Andrew Philbrick, Member

(Printed Name, Title)

**CITY OF ELKHART, INDIANA**

**By its BOARD OF PARKS AND RECREATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name, Title)

## **ENTERTAINMENT CONTRACT**

This contract is made as of the 1<sup>st</sup> day of March, 2023 by and between the City of Elkhart, Indiana ("City") on behalf of the Elkhart Parks and Recreation Department and The 1985.

### **Recitals**

Elkhart Parks and Recreation ("Parks") is a department of City organized under the provisions of §36-10-3-1 *et. seq.* of the Indiana Code.

The 1985 will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with The 1985 to provide musical entertainment.

In consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The name of the event will be: Rhapsody Arts & Music Festival.
2. The event will take place at: Island Park, Sycamore and Main Streets, Elkhart, IN.
3. The date of the event will be: Friday, June 9, 2023.
4. The time of the event will be: From 8:00 pm -10:00 pm.
5. The time of The 1985's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. The 1985 will provide a 120-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. The 1985 will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$2,500.00.

1. Governing Law—It is the intention of Parties to this Agreement all suits and

special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.

2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
  - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.  
1985 LLC
  - b. ~~The 1985~~, 14331 Old Pine Ln., Mishawaka, IN 46545
5. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
6. Sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.
7. Entire Agreement—This Agreement constitutes the final agreement between the

parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have each executed this Entertainment Contract, on the date and year first written above.

**ENTERTAINER**

SIGNATURE: Dan Vukmir

Date: 03/28/2023

Dan Vukmirovich - Founder

(Printed Name, Title)

**CITY OF ELKHART, INDIANA**

**By its BOARD OF PARKS AND RECREATION**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

(Printed Name, Title)



## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and C.A.R.E. University.

### RECITALS

Elkhart Parks and Recreation ("Parks") is a department of City organized under the provisions of §36-10-3-1 *et. seq.* of the Indiana Code.

C.A.R.E University (CU) is an established program to help college students and their parents offset the cost day-to-day living while students are away at college.

City and CU desire to collaborate in after-school programming and recreation by allowing the City to rent the Roosevelt Center \$500.00 a month; to provide a safe space for youth programs.

City and CU believe it is in best interest of the parties to this agreement for them to agree to establish and/or clarify their respective rights and responsibilities concerning the operation and funding for this program.

In consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Parks will lead the programs from April 1 through May 31.
2. The program and recreation will take place at the Roosevelt Center.
3. The course will run from 3:30 pm- 5:30 pm. Arrival cannot be prior to above time or extended past time without prior approval from CU.
4. Parks participants must be from 2<sup>nd</sup> – 12<sup>th</sup> grade.
5. Parks program will be free.
6. Parks will put will maintain clean areas used and put all of the recreational equipment away.
7. Parks will report any schedule changes to CU.

8. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
9. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
10. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
11. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be: The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.

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12. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
  13. Sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.
  14. Entire Agreement—This Agreement constitutes the final agreement between C.A.R.E University and City related to the operation of “Roosevelt Programming.” No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have each executed this Memorandum of Understanding, on the date and year first written above.

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name, Title)

**CITY OF ELKHART, INDIANA**  
**By its BOARD OF PARKS AND RECREATION**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name, Title)

## ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 27<sup>th</sup> day of March, 2023 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Unfinished Business.

### RECITALS

Elkhart Parks and Recreation ("Parks") is a department of City organized under the provisions of §36-10-3-1 *et. seq.* of the Indiana Code.

Unfinished Business will provide entertainment services, including musical performance and sound production.

City will be hosting Summer Chill Concert Series and wishes to contract with Unfinished Business to provide musical entertainment.

In consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The name of the event will be: Summer Chill
2. The event will take place at: NIBCO Water and Ice Park
3. The date of the event will be: Friday, August 18, 2023
4. The time of the event will be: 7:00 pm-9:00 pm
5. The time of Unfinished Business's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity and stage.
7. Unfinished Business will provide a 120-minute musical performance and sound production.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Unfinished Business will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$950.00 to be paid at the completion of performance.

1. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
  - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
  - b. Unfinished Business Band, 3311 East Lake Dr. North, Elkhart, IN 46514.
5. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
6. Sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.
7. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have each executed this Entertainment Contract, on the date and year first written above.

**ENTERTAINER**

SIGNATURE: David L. Moore

Date: 04/06/2023 DAVID L. MOORE Leader  
(Printed Name, Title)

**CITY OF ELKHART, INDIANA**

**By its BOARD OF PARKS AND RECREATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_  
(Printed Name, Title)

PARTNERSHIP AGREEMENT BETWEEN THE CITY OF ELKHART, INDIANA AND THE  
ELKHART PUBLIC LIBRARY

This CONTRACT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the CITY OF ELKHART, INDIANA (“City”) on behalf of the Elkhart Parks and Recreation Department and the Elkhart Public Library (EPL), 300 S. Second Street, Elkhart, IN 46516.

RECITALS

Elkhart Parks and Recreation (“Parks”) is a department of City organized under the provisions of §36-10-3-1 *et. seq.* of the Indiana Code.

Elkhart Public Library (“EPL”) is an organization that comprises the Townships of Cleveland, Osolo, and Dunlap, as well as some portions of the City of Elkhart, Indiana with a mission to inform, inspire and empower our diverse communities.

EPL will wishes to partner with City to encourage reading in the community and to provide qualifying library users with rewards at certain milestones.

In consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. City of Elkhart will gift the Elkhart Public Library 500 passes for the 2022-2023 Summer season for 1 free admission to an aquatic facility.
2. Elkhart Public Library will distribute to use incentivize for their summer reading program to students.

3. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
4. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
5. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
6. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
  - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
  - b. Trevor Wendzonka, Chief Marketing Officer, Elkhart Public Library, 300 S. Second Street, Elkhart, IN 46516
7. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
8. Sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.
9. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have each executed this Entertainment Contract, on the date and year first written above.



**[NAME OF PARTNER]**

**SIGNATURE:** \_\_\_\_\_

**Date:** \_\_\_\_\_

(Printed Name, Title)

**CITY OF ELKHART, INDIANA**

**By its BOARD OF PARKS AND RECREATION**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

(Printed Name, Title)

**CCBCC OPERATIONS, LLC  
CUSTOMER MARKETING AGREEMENT  
ELKHART PARKS NIBCO**

THIS CUSTOMER MARKETING AGREEMENT (the "Agreement") is made and entered into as of the 1<sup>st</sup> day of May, 2023 (the "Effective Date"), by and between CCBCC OPERATIONS, LLC, a Delaware limited liability company ("CCBCC"), and ELKHART PARKS NIBCO ("Customer").

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCBCC and Customer hereby agree as follows:

**1. Product Sale and Distribution.**

- (a) General. During the term of this Agreement, Customer shall (i) merchandise, advertise, display, vend, sell and otherwise distribute, all at retail, (collectively, hereinafter referred to as "distribute" or "distribution") sparkling and still non-alcoholic beverages of any kind or form, and all beverage bases from which these can be prepared, including, without limitation, all carbonated soft drinks, noncarbonated drinks, juices and juice drinks, teas and tea drinks, packaged waters, energy drinks, Isotonic and sport performance beverages, vitamin/mineral enhanced waters, and nutritional supplement beverages, that are (A) marketed under trademarks or brand names owned or controlled by or licensed for the use of CCBCC or an affiliate thereof and (B) customarily and regularly distributed by CCBCC in the ordinary course under comparable circumstances at the then subject time (the "Products") and (ii) obtain all of its requirements for Products from CCBCC. Customer shall distribute the Products in the manner set forth herein and shall use its best efforts to maximize the sales of, and revenue from, the Products. Such distribution shall be carried out at the locations specified on Exhibit A (the "Locations"). The brands and package forms for the Products to be distributed shall be determined by CCBCC in its discretion after consultation with Customer.
- (b) Direct Sales Vending Machines. In addition to sales through Vending Machines, Products will also be sold at the Locations through cashier assisted (or comparable) cold cases, kiosks, fountain dispensers, coolers, hawking, vending, shelf displays and other non-vending machine vehicles of distribution (collectively, for convenience of reference, "Cold Cases"). Products sold through Cold Cases shall be purchased by Customer from CCBCC as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer's operations. Once delivered to Customer, any such Products sold to Customer shall become the property of Customer, with Customer having all attendant risk of loss and ownership obligations. Proceeds from the sales of such Products shall be the property of Customer. CCBCC shall sell Products to Customer (in the manner provided herein) in such amounts as are reasonably required by Customer, from time to time, subject to such reasonable caps on such requirements as may be determined, from time to time, by CCBCC, and subject to any and all minimum sale requirements on Exhibit B. CCBCC shall not be liable to Customer for failure to make shipments of Products where such failure is due to any cause or condition beyond the reasonable control of CCBCC.
- (c) Delivered Bottle, Can and Fountain Sales. In addition to sales through Vending Machines, Products will also be sold at the Locations through cashier assisted (or comparable) cold cases, kiosks, fountain dispensers, coolers, hawking, vending, shelf displays and other non-vending machine vehicles of distribution (collectively, for convenience of reference, "Cold Cases"). Products sold through Cold Cases shall be purchased by Customer from CCBCC as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer's operations. Once delivered to Customer, any such Products sold to Customer shall become the property of Customer, with Customer having all attendant risk of loss and ownership obligations. Proceeds from the sales of such Products shall be the property of Customer. CCBCC shall sell Products to Customer (in the manner provided herein) in such amounts as are reasonably required by Customer, from time to time, subject to such reasonable caps on such requirements as may be determined, from time to time, by CCBCC, and subject to any and all minimum sale requirements on Exhibit B. CCBCC shall not be liable to Customer for failure to make shipments of Products where such failure is due to any cause or condition beyond the reasonable control of CCBCC.
- (d) Minimum Required Sales. CCBCC is entering into this Agreement on the basis that Product sales at the Locations will achieve certain targets. Accordingly, the sales of Products through Full Service Vending Machines and/or to Customer for resale through Direct Sales Vending Machines and Cold Cases shall in no event be less than the minimums set forth on Exhibit B. Failure to achieve those minimums shall constitute an event of Cause hereunder (as defined in Section 9 below), and the term of this Agreement may be extended, in the sole discretion of CCBCC, until the minimum sale requirement is achieved, in addition to any other remedies CCBCC may have hereunder or at law or in equity.

2. Promotional Recognition. Customer hereby grants to CCBCC (and the Products) promotional recognition and the right to promote (and the cooperation and active involvement of Customer in promoting) CCBCC and the Products in connection with Customer, the Locations and any activities, functions and event venues operating under the auspices of Customer ("Related Activities"). Promotional recognition benefits include, without limitation, those set forth on Exhibit A. CCBCC shall have the right to use any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by Customer (collectively, the "Customer Marks") on a royalty-free basis during the Term (as defined below). Without limiting the generality of the foregoing, CCBCC shall submit to Customer, and Customer shall have the right to approve within ten (10) days of receipt from CCBCC, which approval

shall not be unreasonably withheld, conditioned or delayed, (i) any concept for any promotional activity undertaken by CCBCC hereunder with respect to Customer or any Location or Related Activity and (ii) any artwork or other items created by CCBCC that incorporate any Customer Marks for use in any such promotional activity. In the event that Customer fails to provide any response to CCBCC within such ten (10) day period, such submission shall be deemed approved by Customer. CCBCC shall have access to the Locations and any Related Activities at all reasonable times for any appropriate purposes hereunder and, with respect to promotions, agrees to comply with any reasonable requirements of Customer regarding operation, placement, set-up and tear-down of CCBCC's promotional materials.

3. **Exclusivity.** In consideration for, and as a material inducement to, CCBCC entering into this Agreement, Customer expressly agrees that, during the Term, Customer shall not (i) distribute, or allow any others to distribute, to any person in any manner, for compensation or otherwise, directly or indirectly, any products or supplies on or at the Locations or any Related Activities that are similar to, the same as or comparable to or compete with the Products ("Competing Products") or (ii) grant any similar marketing or sponsorship recognition to any Competing Products (or any distributor of Competing Products). In the event that any third party attempts, without CCBCC's prior written consent, to distribute any Competing Product at the Locations or any Related Activities or to associate any Competing Product with Customer, or to suggest that a Competing Product is endorsed by, or associated with, Customer, then Customer will promptly take any steps necessary to stop and prevent such actions and to protect the exclusive rights granted to CCBCC under this Agreement.
4. **Marketing Fees; Rebates.** During the Initial Term (as defined in Section 9 below) of this Agreement, provided that Customer is in continuous compliance hereunder, CCBCC shall pay to Customer the marketing fees ("Marketing Fees") and/or rebates set forth on Exhibit A. In the event of a breach of this Agreement by Customer, (i) CCBCC shall be under no obligation to make any additional Marketing Fee or rebate payments to Customer after the date of such breach, and (ii) Customer shall promptly refund to CCBCC all unearned initial and annual Marketing Fees paid by CCBCC prior to such breach based on the pro-rated portion of such fees allocable to the period from the date of the breach to the end of the applicable period for which such fees had been provided.
5. **Prices and Commission.**
  - (a) **Product Prices.** CCBCC agrees to sell to Customer Products for resale by Customer through Direct Sales Vending Machines and Cold Cases, in accordance with the terms and conditions set forth on Exhibit B, during the period in which Customer is in full compliance with the terms and conditions of this Agreement.
6. **Equipment.**
  - (a) **General.** CCBCC shall provide and install all Vending Machines, Cold Cases and other equipment necessary and appropriate (as determined by CCBCC in its sole discretion) to distribute the Products at the Locations. Those Vending Machines, along with any Cold Cases and other equipment, if any, provided by CCBCC to Customer (in CCBCC's sole discretion) to assist Customer in Cold Case distribution, are referred to collectively as the "Equipment". The initial Equipment at the Effective Date consists of those items set forth on Exhibit C. All Equipment is and shall remain the property of CCBCC at all times. Customer shall take no action inconsistent with such ownership and shall cooperate with CCBCC in preserving and evidencing the same, including execution, delivery and filing of financing statements and other documents, as CCBCC may require. Customer agrees that (i) it will maintain a safe environment at the Locations, so as to protect the Equipment from theft and vandalism and (ii) reimburse CCBCC for any loss or damage to any Equipment, other than reasonable wear and tear or loss or damage caused by CCBCC. Customer will not encumber the Equipment in any manner or permit any attachment thereto. No logo, trademark, advertisement or other indication of CCBCC's ownership of the Equipment shall be obstructed, defaced or removed, and no logo, trademark or advertisement other than those of or related to CCBCC or the Products shall be attached to the Equipment. The Equipment shall be used exclusively to merchandise Products and shall not be used for any other purpose, including the storage or merchandising of any other products. Upon expiration or termination of this agreement, Customer shall immediately return all Equipment or other property of CCBCC and provide access to the Locations for CCBCC's removal of the same (and in no event shall Customer remove or attempt to remove any Equipment without the prior written consent of CCBCC). If Equipment is not returned to CCBCC pursuant to the terms of the immediately preceding sentence, then CCBCC shall submit an invoice to Customer setting forth the replacement cost of any such unreturned Equipment and any costs and expenses incurred by CCBCC (including labor and collection costs) in connection with CCBCC's attempt to remove the Equipment from the Locations. Customer shall pay such invoice in accordance with the payment terms set forth in Part 3(b) of Exhibit B.
  - (b) **Installation Sites.** The Equipment installation sites at the Locations shall be as set forth on Exhibit C and as otherwise mutually agreed upon by the parties. The Equipment may not be removed from the installation sites without CCBCC's prior written consent. Customer represents and warrants that electrical service at each installation site is proper and adequate for the Equipment.
  - (c) **Maintenance.** CCBCC shall perform maintenance services on the Equipment, at its expense, in accordance with CCBCC's maintenance and repair policies, in effect from time to time, but shall not be liable for damages of any kind arising out of delays in providing service to the Equipment. Customer shall not perform any maintenance or repairs on any Equipment without Bottler's prior authorization. CCBCC may, at its option, remove, replace or supplement the Equipment at any time during the Term. Customer shall provide CCBCC with reasonable access to the Equipment in order to allow CCBCC to perform any maintenance services on the Equipment or remove, replace or install Equipment.

7. **Term and Termination.** As used herein, "Initial Term" means the initial term of this Agreement set forth in Part 1 of Exhibit B. This Agreement may be terminated, effective at the end of the Initial Term, by either party giving the other party written notice of termination at least ninety (90) days prior to the end of the Initial Term. If not terminated effective at the end of the Initial Term, this Agreement shall continue in full force and effect thereafter until either party gives the other party written notice of termination of this Agreement at least ninety (90) days prior to the effective date of such termination, as specified in such notice; provided, however, that CCBCC shall have no obligation to pay or provide any Marketing Fees, Marketing Support, Product Support or rebates following the Initial Term, except, in the case of rebates, as may be otherwise expressly set forth herein. The Initial Term, together with any such additional period after the Initial Term until the Agreement is terminated, shall be referred to herein as the "Term." Each twelve month period during the Term that commences with the Effective Date or each subsequent anniversary thereof shall be referred to herein as an "Agreement Year". Notwithstanding the foregoing, this Agreement may be terminated by CCBCC, for Cause, at any time during or after the Initial Term, without notice and effective immediately. "Cause" means and refers to (i) a material breach by Customer of this Agreement, including, without limitation, the exclusivity provisions in Section 3, (ii) Customer is unable to pay its liabilities when due, files a petition in bankruptcy or is adjudicated bankrupt or insolvent or is otherwise subject to bankruptcy, insolvency or other similar proceedings, or (iii) Customer engaging in (A) unethical business practices, (B) conduct that violates widely held public moral beliefs or that brings public disrepute on Customer or CCBCC, or (C) a misrepresentation of the Products.
8. **Damages Relating to Removal of Equipment.** If (a) any piece of Equipment is removed from an outlet or other part of a Location at any time without the prior written consent of CCBCC, or (b) if this Agreement is terminated by Customer in violation of this Agreement or terminated by CCBCC for Cause, then Customer will pay CCBCC the actual cost of removal (including standard shipping and handling charges) and any repair, cleaning and/or remanufacturing of the Equipment necessary for reuse of the Equipment, as well as the unamortized portion of the costs of (i) installation and (ii) non-serialized parts (e.g., pumps, racks, and regulators) and other ancillary equipment installed at the Location(s). The remedies provided in this Section are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.
9. **Repayment of Fees Upon Termination.** Upon termination of this Agreement, Customer must re-pay to CCBCC any and all paid but unearned funding provided by CCBCC based on the pro-rated portion of such funding allocable to the period from the date of termination to the end of the period for which such funding had been provided. The remedies provided in this Section are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.
10. **Representations, Warranties and Covenants.** Each of the parties represents and warrants that this Agreement is valid and legally binding upon that party and enforceable in accordance with its terms. Customer represents, warrants and covenants that (i) Customer has the sole and exclusive authority to distribute the Products, and authorize distribution, at the Locations and any Related Activities and to grant the marketing, beverage distribution and promotional rights to CCBCC set forth herein, in each case, without violating the rights of any third party or any agreement or binding obligation to which it is a party or by which it or its assets is bound, (ii) Customer has taken all required and advisable action necessary to enter into, and complied with all applicable laws and regulations in entering into, this Agreement and (iii) Customer will ensure that any and all of its employees, agents and authorized representatives shall adhere to the terms and conditions of this Agreement.
11. **Confidentiality.** During the term of this Agreement and for a period of three (3) years immediately following the expiration or termination of this Agreement (and for such longer period as may be required to protect trade secrets and comparable rights), Customer shall hold, and shall cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents (collectively, "Designees") to hold, in confidence, unless disclosure is compelled by judicial or administrative process or by other requirements of law (in which case Customer shall give CCBCC written notice of the intended disclosure promptly after becoming aware of such disclosure requirement and prior to the actual disclosure, if possible, so that CCBCC may seek a protective order or other appropriate remedy), all documents and information concerning the business relationship embodied in this Agreement or which CCBCC or its affiliates furnish to Customer in connection with this Agreement, except to the extent that such information can be shown to have been (i) previously known on a nonconfidential basis by Customer, (ii) in the public domain through no fault of Customer or (iii) later lawfully acquired by Customer from sources other than CCBCC or its affiliates; provided, that Customer may disclose such information to its Designees in connection with the business relationship contemplated by this Agreement so long as such Designees are informed by Customer of the confidential nature of such information and agree to treat such information as confidential. Upon the expiration or termination of this Agreement, Customer shall, and shall cause its Designees to, destroy or deliver to CCBCC, upon request, all documents and other materials, and all copies thereof, obtained by them or on their behalf from CCBCC or its affiliates in connection with this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement, regardless of the date, cause or manner of such termination.
12. **Indemnification.** CCBCC agrees to indemnify and hold Customer harmless from and against, and to pay to Customer, any and all losses, claims, demands, liabilities and damages incurred by Customer, including, without limitation, reasonable attorneys' fees and court costs, directly arising out of or relating to the defective manufacture of the Products. Customer agrees to indemnify and hold CCBCC and any affiliated entity harmless from and against, and to pay to CCBCC, any and all losses, claims, demands, liabilities and damages incurred by them, including without limitation reasonable attorneys' fees and court costs, arising out of or relating to (i) Customer's negligent or wrongful acts or omissions in connection with the distribution of the Products, (ii) any material breach by Customer of this Agreement or (iii) any confiscation or encumbrance of the Equipment.
13. **Insurance.** During the Term, Customer shall maintain (i) commercial general liability insurance with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, and (ii) worker's compensation insurance as is required by applicable law, from an insurer which is A.M. Best Company rated A- or higher. Any such commercial general liability insurance policy shall be endorsed to specifically name CCBCC and its subsidiaries, affiliates, successors and

assigns as additional insureds. Customer shall provide any certificates of insurance to CCBCC upon request, and Customer or its insurer shall provide thirty (30) days' prior written notice (or such other notice as may be provided in the policy provisions) to CCBCC of cancellation or non-renewal of such policies.

14. **No License.** Nothing contained in this Agreement shall be deemed to grant Customer any right in, or license to, any intellectual property owned or controlled by, or licensed for the use of, CCBCC or its affiliates (collectively, "CCBCC IP"), and Customer shall not copy, reproduce, distribute or otherwise use any trademarks, service marks, logos or slogans of CCBCC or its affiliates or other CCBCC IP, without the prior written consent of CCBCC.
15. **Notices.** Any and all notices or communications between the parties with respect to this Agreement shall be deemed given when made in writing and delivered by hand or sent by first-class mail (registered or certified, with return receipt requested), overnight courier (guaranteeing next business day delivery) or by email (followed by first class mail confirmation), to the address of the party appearing under its name on the signature page below (or to such other address as may be designated in a notice given hereunder).
16. **Equitable Relief.** Customer acknowledges that the rights granted to CCBCC hereunder are special, unique and extraordinary and are of indeterminant value, the loss of which cannot be fully compensated by damages, actions at law or by application of other remedies described herein. Consequently, Customer acknowledges and agrees that, in addition to any other available remedies hereunder, in the event of a breach by Customer of its obligations hereunder, CCBCC shall be entitled to seek and obtain equitable relief, including an injunction requiring the Customer to comply fully with its obligation under this Agreement. Further, CCBCC shall have the right to withhold, and not pay, further Marketing Fees or any other amounts that would otherwise become due and payable to Customer hereunder if, and so long as, Customer is in breach of its obligations hereunder.
17. **Miscellaneous.** This Agreement shall not be assigned or transferred by Customer without the prior written consent of CCBCC, and any such attempt to assign or transfer this Agreement without the prior written consent of CCBCC will be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. To be effective, any waiver of any term or condition in this Agreement must be in writing and signed by the waiving party. No waiver by any party of any breach by another party of any provision hereof shall be deemed to be a waiver of any other breach thereof or as a waiver of any such or other provision of this Agreement. This Agreement is made and executed with the intention that the construction, interpretation and validity hereof shall be determined in accordance with and governed by the laws of the State of North Carolina. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written contracts and understandings with respect to the subject matter hereof. All Exhibits attached hereto are hereby incorporated herein by reference. The headings in this Agreement are solely for convenience of reference and shall not affect in any way the interpretation of this Agreement or limit the generality of any of its provisions. This Agreement may not be changed or modified orally, but only by an instrument in writing, signed by the parties hereto, which instrument states that it is an amendment to this Agreement. All rights and remedies specified in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether under this Agreement or at law or in equity. Except as equity may require, should any provision of this Agreement or any part thereof be held to be invalid or unenforceable, the same shall not affect or impair any other provision of this Agreement or any part thereof, and the invalidity or unenforceability of any provision of this Agreement shall not have any effect on or impair the obligations of a party with respect to the remaining provisions of this Agreement. This Agreement may be executed in multiple counterparts (including by signatures in pdf format transmitted by email or by other electronic means agreed by the parties), each of which shall be deemed an original and all of which shall constitute one Agreement.
18. **Right of First Refusal.** For a period of sixty (60) days following expiration or termination of the term of this Agreement, before Customer enters into an agreement with a third party beverage provider or distributor with respect to distribution of non-alcoholic beverages at any of Customer's retail locations, Customer shall first offer the proposed beverage arrangement to CCBCC on the same terms and conditions as offered by the third party. CCBCC shall have 30 days during which to accept said offer. If CCBCC does not accept said offer within said period, Customer shall be free to accept the third-party offer, provided that Customer shall not enter into a beverage arrangement with such third party or any other third party on terms and conditions more favorable to the third party than the terms and conditions offered to CCBCC.
19. **Transshipping.** As a purchaser of Products distributed by CCBCC, and in consideration thereof, Customer agrees to the provisions herein with respect to Transshipping. "Transshipping" is the act of (i) buying the types of products distributed by CCBCC from outside of CCBCC's distribution territory for re-sale in such territory, (ii) the sale of CCBCC's Products outside of such territory, or (iii) the sale of such Products within such territory to any third party that intends to ship or sell such Products outside of such territory. Customer agrees that it shall not engage in Transshipping during the Term. If Transshipping occurs, CCBCC has the right, in addition to any other rights and remedies available to CCBCC under this Agreement or at law or in equity, (x) to discontinue the sale of Products to Customer and/or to terminate this Agreement, (y) to limit the Products purchased by Customer to amounts which CCBCC reasonably determines Customer needs solely for Customer retail sales in CCBCC's territory, and not for sale to other resellers, and/or (z) to collect from Customer any and all damages incurred by CCBCC as a result of Customer's Transshipping.
20. **Concessionaires.** To the extent that any concessionaire or other third party (each, a "Concessionaire") operates, manages, or leases a Location (or any portion of or space within a Location), Customer shall cause such Concessionaire to comply with the terms of this Agreement with respect to such Locations (or portions thereof or spaces therein); provided, however, that if a Concessionaire has a separate agreement with CCBCC or The Coca-Cola Company that includes pricing and rebate terms, CCBCC may elect in its sole discretion to sell Products to such Concessionaire in accordance with the pricing and rebate terms of such other agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the 05/01/2023.

**'CCBCC'**

**'Sponsoree'**

CCBCC OPERATIONS, LLC

ELKHART PARKS NIBCO

By:

[Signature Line]

By:

[Signature Line]

Date:

Date:

Name:

Name:

Title:

Title:

4100 Coca-Cola Plaza

301 NIBCO PKWY

Charlotte, NC 28211

ELKHART, IN 46516

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CCBCC OPERATIONS, LLC  
CUSTOMER MARKETING AGREEMENT  
ELKHART PARKS NIBCO

LOCATIONS , MARKETING FEES AND MARKETING BENEFITS AND PARTNERSHIP ELEMENTS

**1. Locations**

Customer Number	Name	Address	City	State	Zip
-----------------	------	---------	------	-------	-----

If, at any time during the Term, any Customer or any affiliate of such Customer creates or establishes a new retail location in the franchise territory of CCBCC, then, at the option of CCBCC in its sole discretion, such newly created or established retail location shall be added automatically as a Location hereunder owned or operated by Customer (or its affiliate) and such new Location and Customer (or affiliate thereof) with respect to such Location shall be subject to the terms of this Agreement during the Term in all respects. If CCBCC exercises such option, the parties agree to execute any documents, and to take any actions, reasonably requested by a party to further evidence or effectuate the addition of such new retail locations as Locations subject to this Agreement for all purposes hereunder.

**2. Marketing Fees**

**Annual Marketing Fee**

The annual Marketing Fee during the Initial Term of this Agreement is subject to submission of an invoice by Customer to CCBCC. The annual Marketing Fee shall be payable in equal installment(s) by the applicable payment due dates set forth in the chart below.

Payment Type	Payment Amount	Payment Timing
Marketing Fee	\$2,850.00	Paid annually Contract Year Begin

**Rebates**

During the Initial Term of this Agreement, CCBCC will pay Customer a rebate for each standard physical case (SPC) and/or gallon of Product sold to Customer by CCBCC. Rebates shall be computed by CCBCC in accordance with the payment policies of CCBCC in effect from time to time, based on rebate and payment timing below:

Bottle & Can Packages	Units Per SPC	Rebate Per SPC	Payment Timing
MMR 20oz PET Single	24	\$1.00	Paid annually
SSD 20oz PET Flavors	24	\$1.00	Paid annually
SSD 20oz PET Single	24	\$1.00	Paid annually
DASANI 20oz PET	24	\$1.00	Paid annually
BODYARMOR 16oz Sport (12/cs)	12	\$1.00	Paid annually
POWERADE 20oz Single	24	\$1.00	Paid annually

**B&C Rebate Begin Date**

May 1<sup>st</sup>, 2023

**B&C Rebate End Date**

May 1<sup>st</sup>, 2026

Rebates will not be paid on any BIB juice Products or Freestyle BIB or cartridges.

**3. Marketing and Promotional Benefits**

CCBCC shall receive the following marketing and promotional rights, recognition and support from Customer free of charge, without further payment from CCBCC:

- Sampling.** The exclusive right to sample Products at the Locations or Related Activities to the exclusion of Competing Products and any distributors of Competing Products.
- Advertising.** The exclusive right to market, promote and/or advertise the Products at the Locations and any Related Activities and CCBCC's status as the exclusive non-alcoholic beverage provider of Customer and any Related Activities in the marketplace. If

## Exhibit A

Customer has a website or menus (whether at the Locations, online or in other digital format), Customer shall display approved logo images of Products selected by CCBCC on such website and menus.

3. **Trademarks**. The right to have all Vending Machines, Cold Cases and other Equipment display the trademarks or the brand names of Products owned or controlled by or licensed for the use of CCBCC or an affiliate.

### **4. Partnership Elements**

Initially during the Term, CCBCC shall be able to execute and provide the following partnership elements at Customer Locations. The parties agree that all elements shall initially apply during the Term. Additional partnership elements may be added during the Term by mutual agreement.

#### **1. Equipment**

Element Type	Equipment Type	Equipment Group	Quantity
Asset	Coolers	1 Door	4
Asset	Coolers	Counter Cooler	1

#### **2. Categories**

Segment	Category
Non FSV	DASANI 0.5Lt PET 24pk
Non FSV	DASANI 20oz PET
Non FSV	Dunkin Donuts 13.7oz PET (12/cs)
Non FSV	Gold Peak 18.5oz PET (12/cs)
Non FSV	MM 100% 12oz PET (24/cs)
Non FSV	MMR 20oz PET Single
Non FSV	MONSTER 16oz Can Single (24/cs)
Non FSV	POWERADE 20oz 8pk PET
Non FSV	POWERADE 20oz Single
Non FSV	smartwater 20oz PET Single
Non FSV	SSD 20oz PET Single
Non FSV	SSD 24oz PET Singles
Non FSV	TEY 10.1oz Single (12/cs)
Non FSV	vitaminwater 20oz 12pk
Non FSV	fairlife Milk 14oz PET LS (12ct)
Non FSV	MONSTER 12oz Can (12/cs)
Non FSV	SSD 20oz PET Flavors
Non FSV	BODYARMOR 16oz Sport (12/cs)
Non FSV	vitaminwater 20oz PET (12/cs)



Exhibit A

Segment	Category
Non FSV	Core Power 14oz
Non FSV	BODYARMOR 12oz 8pk Sport
Non FSV	BODYARMOR Enh. Water 20oz PET 6pk (4ct)
Non FSV	MONSTER 12oz Can (24/cs)
Non FSV	MM Aguas Frescas 16oz Can LS (24ct)

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CCBCC OPERATIONS, LLC  
CUSTOMER MARKETING AGREEMENT  
ELKHART PARKS NIBCO

MINIMUM AMOUNTS, PRICES AND DELIVERY FEE

1. Minimum Amounts

The minimum amount of Products to be (i) sold by CCBCC to Customer, and/or (ii) sold through Full Service Vending Machines, in each case, during the Initial Term, shall be as follows: 1638 cases

The minimum Total Purchase Requirement set forth above must be fulfilled based off of sales made from CCBCC or through Full Service Vending Machines. If the minimum Total Purchase Requirement above is not achieved, then, in addition to any other remedies CCBCC may have hereunder or at law or in equity, the term of the Agreement may be extended, in the sole discretion of CCBCC, until the minimum Total Purchase Requirement is achieved. For the avoidance of doubt, during any additional period needed to achieve the Total Purchase Requirement, CCBCC shall not be required to pay any additional Annual Marketing Fees, or provide any additional Marketing Support or Product Support, but will continue to pay any rebates set forth in Exhibit A.

2. Prices

**1. Prices and Adjustments.** During the term of this Agreement, CCBCC will sell to Customer the Products for purposes of Customer reselling such Products through Direct Sales Vending Machines and Cold Cases.

The prices for the Products may be adjusted by CCBCC, from time to time, during the Term. Any such adjustment shall be made by CCBCC in good faith and may take into account, among other things, increases in any prices, costs, fees, charges or taxes associated with or applicable to CCBCC's production, transportation, acquisition, distribution or sale of the Products. Except with respect to prices for Products distributed through Full Service Vending Machines, retail prices for sales of Products to consumers at the Locations shall be determined by Customer (or any Concessionaire of Customer) in its discretion.

**2. Invoices and Payment.** CCBCC shall invoice Customer for Products sold to Customer in accordance with CCBCC's usual and customary practices in effect from time to time. Customer shall pay to CCBCC the full amount of such invoices no later than twenty (20) days after the date of the invoice. If Customer fails to pay such amounts as provided herein, Customer shall pay interest on all overdue amounts at the rate of one and one-half percent (1.5%) per month compounded monthly (or the maximum amount permitted by applicable law, if less). Customer agrees that it shall pay all of CCBCC's costs and expenses (including reasonable attorney's fees and court costs) incurred by CCBCC in collecting any amount not paid when due hereunder and in otherwise enforcing the terms and conditions of this Agreement. Any failure by Customer to pay an invoice shall constitute a material breach of this Agreement. CCBCC may offset against any Commission, Marketing Fees, Marketing Support or other amounts otherwise due from CCBCC hereunder, any such amounts, costs and expenses due to CCBCC in conjunction with such Product sales. Any claims by Customer of discrepancies or errors in pricing or funding must be submitted to CCBCC no later than one (1) year from the date of invoice; any such claims received by CCBCC after such date shall be deemed null and void, and CCBCC shall have no liability or obligation related to such claims.

3. Delivery Fee

Customer shall pay to CCBCC any delivery fee, if applicable based on CCBCC's delivery fee schedule in effect from time to time, on all direct sales deliveries made during the Term.

CCBCC OPERATIONS, LLC  
CUSTOMER MARKETING AGREEMENT  
ELKHART PARKS NIBCO

EQUIPMENT

Equipment Type	Equipment Group	Quantity
Coolers	1 Door	4
Coolers	Counter Cooler	1

DRAFT

1. **Pavilion Rentals, cancellations, changes, and refunds**
  - a. All pavilion rentals are first come first served and can be reserved online or in person at the Park's Department office. Renter must be 21 years or older.
  - b. Full rental amount is due on the date this Agreement is executed.
  - c. Rental sessions are from 8:00 am to 4:00 pm; 5:00 pm to 12:00 am; or All Day from 8:00 am to 12:00 am. On December 31<sup>st</sup> only, a late departure of 1:00 am will be permitted.
  - d. No refunds will be issued without the approval of Parks Department staff. Depending on payment method, it may take six to eight weeks for payment to be received.
2. **Security Deposit:** A \$300.00 security deposit is required; however, it is due no more than five (5) days prior to the rental date. Renters will be billed for any cleanup, repair, and/or replacement costs that exceed the \$300.00 security deposit. Renters are responsible for their guests.
3. **Pavilion Entry, Key Pick-Up, and Key Return**
  - a. Use of facility is only allowed during the scheduled rental time. Early decorating and next day clean-up is not permitted. Entry during any other time will result in additional session fees.
  - b. Keys are to be picked up at the Park's Department office between 8:00 am and 4:00 pm the business day before the scheduled rental. **NO late key pick up is available.**
  - c. Keys are to be returned to the Park's Department office the following business day after the rental between 8:00 am and 4:30 pm.
4. **Emergencies:** To report pavilion or park problems contact the Communications Center immediately at 574-293-2175. Do not wait until the return of the pavilion key. **For Medical Emergencies Call 911.**
5. **Activities & Items NOT permitted:**
  - a. **Smoking:** Smoking is not permitted in any facilities, parks, or City owned properties.
  - b. **No Exchange of Money:** Sales, fees, fund raising, or any other exchange of monies is prohibited in pavilions or on park properties unless approved by the Park Board.
  - c. **Outdoor Music:** Outdoor music which may bother local residents, park neighbors, or park patrons is not allowed.
  - d. **Confetti, rice, bird seed, and crepe paper:** are not permitted inside or outside the pavilions. **No objects may be hung from or attached to the ceiling at Studebaker Pavilion.**
  - e. **Bounce Houses and Dunk Tanks:** are not permitted.
6. **Park Curfew:** All activities inside the pavilion must end by 12:00 AM. Per Elkhart City Ordinance, public park areas close at 11:00 PM. Citations may be issued by local authorities for disregard of this ordinance.
7. **Alcoholic Beverages:** All alcohol consumption **must occur inside the pavilion.** Renter is responsible for the conduct of the guests, including cleaning of spilled drinks, melting ice, or leaking beer kegs. Alcohol sales are prohibited at pavilions. Violations will result in the loss of the entire \$300.00 security deposit.
8. **Supplies & Equipment Provided:**

- a. Cleaning Supplies: Broom, dust pan, mop and bucket, trash cans and bags, paper towels, and toilet paper.
  - b. Tables and Chairs: 12X3 foot tables and folding chairs. See website for seating capacity at each location.
  - c. Kitchen: Refrigerator, stove, and oven are provided at each pavilion. There are no microwaves or coffee pots at any facility.
9. **Pavilion Cleanup Procedures:** Renter shall leave the facility clean and ready for the next group BEFORE the end of the rental session. Next day cleanup is not permitted since pavilions can be rented seven days a week and two sessions per day. Cleanup shall include but not be limited to the following procedures.
- a. Wipe all counters, tables, and chairs that were used during your rental session and return all tables and chairs to the appropriate storage areas.
  - b. Clean the oven, stove top, and refrigerator if used. **Oven and Stove:** ensure that the oven and stove are both turned off. Please check them even if you did not use them.
  - c. Sweep and mop all of the floors including the kitchen, bathroom, and common areas. **Mop with cold water only. Do not use any cleaning supplies on the floors.**
  - d. Completely remove all tape, string, pins, etcetera that were used for decorating.
  - e. Any trash from the kitchen, bathrooms, and common areas should be emptied into the dumpster located outside the pavilion.
  - f. **Fireplace:** Any fires made should be completely put out before the end of the rental session. Fireplace doors need to be closed before leaving the facility
  - g. **Thermostat:** Thermostat needs to be returned to the original setting before leaving the facility. Winter setting is 62 degrees and summer setting is 72 degrees.
  - h. **Lights:** Turn off all lights, including restroom lights, before leaving the facility.
  - i. **Windows & Doors:** All windows and exterior doors must be locked. Failure to lock all windows and doors will result in a full or partial loss of the deposit.
  - j. Any trash and debris in the parking areas should be removed and properly disposed of.
10. **Causes for forfeiture of a portion or all of the security deposit:**
- a. **Cleanup:** Failure to do a complete cleanup of the facility inside and outside.
  - b. **Key Return:** Failure to return the pavilion key.
  - c. **Failure to lock all exterior doors and windows:** will result in a partial or full forfeiture of the deposit. Theft or damage to the pavilion or equipment due to doors and windows being left unlocked after the rental can result in additional fees if the costs exceed the \$300.00 cash deposit.
  - d. **Pavilion Entrance:** Interfering with the rental time of another renter, early, late, or other session entrance is not permitted and may result in forfeiture of the deposit.
  - e. **Utilities:** Failure to turn off all lights, oven, stove, return the thermostat to the appropriate settings, and not putting out the fire and closing the fireplace doors may result in forfeiture of the deposit.
11. **Legal Considerations:**
- a. **Attorney's Fees:** Renter hereto agrees to pay the reasonable attorney's fees of the Park Department, incurred by the Park Department, while enforcing the terms of this Agreement in the event of a violation of the terms or covenants herein contained by Renter.

- b. **Exemptions:** Any request by Renter for exemption or variation of the established fee structure, must be submitted to the Elkhart Park and Recreation Board which will, in its sole discretion, grant or deny such exemption or variation.
- c. **Liability:** The City of Elkhart shall not be liable to Renter for any personal or property damages sustained by Renter arising out of or in any manner connected with any activities authorized by this Agreement and/or any activities and/or incidences incidental thereto.
- d. **Indemnification Clause:** In consideration of the granting of this Agreement by the Board, Renter hereby agrees to indemnify, hold harmless and defend the City of Elkhart from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including attorney's fees, which the City of Elkhart may suffer or incur or persons, or by reason of damage to or destruction of any property, including the loss thereof, arising out of or in any manner incidences incidental thereto, or which the City of Elkhart may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted by the City to enforce the obligation of this Agreement of Indemnity. It is the intent of the parties hereto that the Renter shall indemnify the City of Elkhart, under this indemnification clause to the fullest extent permitted by law. Except that Renter shall not indemnify the City of Elkhart for the sole negligence of the City of Elkhart.

Date Received: 4/4/23

**INSTRUCTIONS:** Please carefully read the "Event Procedures & Guidelines" sections before completing this application. Incomplete applications and/or applications without the required application fee will not be processed.

EVENT NAME: Southern Midwest Festival DATE(S) REQUESTED May 4, 2023

LOCATION/VENUE REQUESTED Roosevelt Center 215 W. Indiana

LOCATION/VENUE 2<sup>ND</sup> CHOICE REQUESTED \_\_\_\_\_

OFFICE USE: DATE/VENUE AVAILABLE	No	Yes
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## APPLICANT INFORMATION

NAME OF APPLICANT  
Winona Coleman  
NAME OF EVENT ORGANIZER/PRODUCER

Nobi Glamour & the Best of Us Foundation

STREET ADDRESS APT/UNIT/SUITE

CITY <u>Elkhart</u>		STATE <u>IN</u>	ZIP CODE <u>46516</u>
---------------------	--	-----------------	-----------------------

[REDACTED]		101)	46514
E-MAIL ADDRESS			

DAYTIME PHONE	FAX	CELL PHONE
---------------	-----	------------

EVENT DAY ON SITE CONTACT * REQUIRED	DAYTIME PHONE	CELL PHONE
[REDACTED]		

EVENT SPONSOR: Are you, the applicant, organizing this event on behalf of another organization?  
(Please check No or Yes Below)

☒ No ☐ Yes  Name of Organization: \_\_\_\_\_

NAME OF SPONSORING ORGANIZATION CONTACT	SPONSORING ORG. CONTACT PHONE
---	-------------------------------

ADDRESS OF SPONSORING ORGANIZATION	CITY	ZIP CODE

Additional Documentation Required: If you checked "Yes" above, please submit an endorsement letter from the organization (on their official Letterhead) on whose behalf you are organizing this event.

Is the sponsoring organization a 501(c) (3)?  
(Please check No or Yes below.)

☒ No ☐ Yes  Please attach current verification of 501(c) (3) status

Does the sponsoring organization have an ST-105 General Sales Tax Exemption Status?  
(Please check No or Yes below.)

☒ No ☐ Yes → Please attach current verification of ST-105 status

FEDERAL TAX ID #



## EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time:

8am (12pm)

Finish Time:

6pm

Additional Information Required: Please attach a schedule if your event includes multiple days and/or varying times.

SET-UP TIME(S)

From:

8

To:

11:30am

TEAR-DOWN

From:

5:30pm

To:

7pm

EXPECTED NUMBER OF PARTICIPANTS:

500

If the event is reoccurring, please submit the past number of participants below.

2022 NUMBER OF PARTICIPANTS:

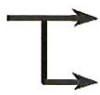
2021 NUMBER OF PARTICIPANTS:

PREVIOUS YEAR DATE/LOCATION: Has this event been previously held?

(Please check No or Yes below.)

☐ No

☐ Yes



Event Name: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_

## EVENT DESCRIPTION

Please check what type of event this is (Check all that apply) and write a brief description of your event.

☐ Walk/Run

☒ Cultural Event

☐ Other event, please describe:

☐ Art Fair/Festival

☐ Public Rally/March

☐ Concert/Performance

☐ Bike Ride

☐ Service

Small version of Rhapsody in Green

Brief Description of Event:

multiple business come together to  
mingle & network their business; also giving back to  
the community. Promoting positivity into the community  
for summer season. Gun Violence, & Covid Awareness

Please provide a detailed description of your event. Document(s) with this information or other materials describing this event may be attached.

PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed



## EVENT LOGISTICS

All event logistics are subject to the approval of the "EPRB." Additionally, certain event features, such as street closures and separate permits from the City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or e-mail [Nancy.Wilson@coei.org](mailto:Nancy.Wilson@coei.org)

### FOOD AND ALCOHOLIC BEVERAGES:

Are you requesting permission to serve and/or sample food and/or beverages?

(Please check the appropriate response.)

**No Food or Alcoholic Beverages may be sold on Park Property.**

☒

No

☐

Yes, to the participants only

☐

Yes, to the general public

If applicable



Name of Caterer/Vendor: \_\_\_\_\_

IF YES, please describe:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Additional Information Required:** If you checked "Yes" above, a Short Term Permit is required from the Elkhart County Health Department.

Indicate location where food/beverages will be served on the Site Map.

### TENTS AND CANOPIES

If you plan to erect tents or canopies, describe and give the number of tents and/or canopies, along with the sizes of each. A separate sheet with this information may be attached. All tents and/or canopies must be indicated on the Site Map. The Event Organizer is responsible for any damage caused to City/Park property/facility and must consult "BOW" prior to installation.

**Building and Zoning Clearance Required.**

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐

No

☒

Yes



Number of Tents/Canopies: \_\_\_\_\_

*1 per Vendor*

Tent/Canopy Size(s): \_\_\_\_\_

*10 x 10*

(If you have multiple tents/canopies with varying sizes, indicate the number with the corresponding size.)

The following is required for tents over 400 square feet (20 ft. X 20 ft.):

Require inspections by the Elkhart City Fire Department. Refer to Indiana Fire Code 3103.2

Utilities must be marked. Call 811 for Utilities to mark the tent area.

**Permits are required, fees apply** - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-296-9331

**Additional Documentation Required:** If you checked "Yes" above, please indicate the number of tents with the corresponding size.

Document with this information may be attached. All tents and/or canopies must be indicated on the Site Map.

### VEHICLES

Are you requesting permission to operate staff/supply vehicles on City/"EPRB" service roads for delivery of equipment, supplies, or catering/vending?

☒

No

☐

Yes



Number of Vehicles: \_\_\_\_\_

Vehicle Description(s): \_\_\_\_\_

Are you requesting permission to retain vehicles on-site for the duration of the event?

☒

No

☐

Yes



Number of Vehicles: \_\_\_\_\_

Vehicle Description(s): \_\_\_\_\_

## STAGES/PLATFORMS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached.

Will your event include the installation of stages/platforms? The "BOW" must approve the location of the stages/platforms.

(Please check No or Yes below.) **NO STAGES ARE PROVIDED OR AVAILABLE FROM THE CITY OF ELKHART OR ITS DEPARTMENTS.**

**\*May require additional insurance.**

☒ No ☐ Yes → Number of Stage(s): \_\_\_\_\_

Stage Description(s): \_\_\_\_\_

Stage Owner \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: Street, City, State, Zip \_\_\_\_\_

Stage Specs will be required.

Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of stages/platforms on the Site Map.

## PORTABLE TOILETS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached. All portable toilets must be removed from City/"EPRB" property within 48 hours of event (if the event is on a Saturday or a Sunday, portable toilets must be removed that following Monday). The location must be approved by the City/"EPRB."

**ADA-compliant toilets are required for Public Gatherings.**

☐ No ☒ Yes → Number of Portable Toilets: 2 AND Number of Accessible ADA Portable Toilets: 2

Company/Description(s): \_\_\_\_\_

Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of portable toilets on the Site Map

## FENCING

Will the event include the installation of event fencing by the Event Organizer? The location of the fencing must be approved by the "BOW"/"EPRB."

(Please check No or Yes below.)

☒ No ☐ Yes → Description: \_\_\_\_\_

May require a call to 811 for location marking of Utilities. Buildings and Grounds must also approve to make sure sprinkler lines are not in jeopardy.

## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

Will the event require Emergency Support Services?

(Please check No or Yes below.)

☒ No ☐ Yes → \_\_\_\_\_

Number of Emergency Management Staff Requested

☐ \$50.00 Minimum of two Event Personnel \_\_\_\_\_

☐ \$25.00 Event Personnel each per event \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of personnel and where they should be located on the site map. A separate meeting may be required with the Emergency Management Personnel.



## FIRE DEPARTMENT

EMERGENCY MEDICAL SERVICES REQUESTED: Please indicate what services you are requesting. Mark all that are requested:

☐ No ☒ Yes →  
Time(s) Requested: \_\_\_\_\_

asked the fire Dept to participate  
in activities

☐ Ambulance(s) Number Requested \_\_\_\_\_  
☐ Medic Kubota  
☒ Fire Truck  
☐ First Aid Station

Please indicate your reason that a Fire Truck may be needed at your Event. Please include any special requests.

Just in the Community. Love to see the  
fireman participating

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

FENCING: The following are available for a fee. Mark all that are requested:

☐ Event Fencing Number of Sections Requested \_\_\_\_\_ Other \_\_\_\_\_  
☐ Snow Fencing Number of Feet Requested \_\_\_\_\_ Other \_\_\_\_\_

Additional fees may apply.

### WASTE RECEPTACLES

Will the event require additional waste receptacles? The location of the waste receptacles must be approved by the "BOW"/"EPRB."

(Please check No or Yes below.) Additional fees may apply.

☒ No ☐ Yes → \_\_\_\_\_

Will the event require Buildings & Grounds to set up or deliver other equipment? If Yes, please list below.

(Please check No or Yes below.)

☒ No ☐ Yes → \_\_\_\_\_

Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of fencing on the site map.

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☒ No ☐ Yes → \_\_\_\_\_

☐ Golf Cars ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)  
☐ Risers ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)  
☐ Stage ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)  
☐ Trailer (tables/chairs) ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)

**NOTE: Bleachers and Stages are not available for public or private use.**

City Departments Only may request the use of these items.

## POLICE DEPARTMENT

POLICE SERVICES: Please indicate what services you are requesting. Mark all that are requested:

☐ No ☒ Yes →

Ask police dept to participate

Please indicate why you feel Police presence may be needed at your Event.

Shows togetherness And people see

The Love side of the Police Force.

Additional Information May Be Required.

## STREET DEPARTMENT

STREET CLOSURES: Will you be requiring closure of City streets for your event?

☐ No ☐ Yes →

Street Name 215 E. Indiana Ave

Please mark all that may apply:

Street Closed From: frankie street To: france st.

Street Closed From: To:

Street Closed From: To:

Street Closed From: To:

Street Closed From: To:

Street Closed From: To:

## OTHER STRUCTURES

Will your event include other structures not identified above? The location of all other structures must be approved by the "EPRB".  
(Please check No or Yes below.)

☒ No ☐ Yes → Number of Structures: \_\_\_\_\_

Description(s): \_\_\_\_\_

Additional Information Required: If you checked "Yes" above, please indicate the location of all stages/platforms, portable toilets, fencing, barricades and all other structures on the Site Map. Ordering of all equipment must be done by the Event Organizer.



## BOARD OF WORKS PERMITS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached.  
Are you requesting the use of City Plaza?

Water:  
☒ Yes  
☐ No

Electric:  
☒ Yes  
☐ No

Plaza Sign:  
☐ Yes  
☒ No

Sign Information: \_\_\_\_\_

Bridge Banner:  
☐ Yes  
☒ No

Please indicate location:

☐ Bridge Banner- North Main Street- Memorial Bridge  
☐ Bridge Banner – Johnson Street

### NOISE ORDINANCE

Will the event require an exception to noise by the Event Organizer?

(Please check No or Yes below.)

☐ No ☒ Yes → Reason: outside music & people gathering

Parade and Special Exception to Noise Ordinance:

☐ Yes  
☒ No

Public Assembly and Special Exception to Noise Ordinance:

☒ Yes  
☐ No

Special Exception to Noise Ordinance:

☒ Yes  
☐ No

Persons or entities affected by this special exception to the Noise Ordinance: (required)

Neighbors / Residence

What measures will be taken to mitigate the impact of the Noise exception on surrounding persons (required)

Be respectful and mindful of people property & space.

---

## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

- A. This emergency action plan predetermines actions to take before and during the EVENT in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.
  - B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include but are not limited to Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.
- 

### BASIC PLAN

- A. The emergency action plan event representative will be identified as the point of contact for all communications regarding the event. This person is identified as the primary contact and must be present during the event:

Contact full name (first/last name):

Contact cell number (area code plus number):

*Winona Coleman*

*Cherokee Jackson*

*Angela Coleman*

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## EVENT MAPS

### SITE MAP (Required for all Applicants)

Please attach a Site Map clearly indicating the set-up of the event. An example would be the Start/Finish of a walk, run, or race event and/or the set-up area of a festival or cultural event. The Site Map should indicate the relative location of the following; all sources of amplified sound and the direction of the sound; tents and canopies with sizes, stages, promotional vehicles, portable toilets, fencing, barricades, and other structures; proposed driving paths for all equipment and supply vehicles; location of vehicles you wish to retain on "EPRB" property during the event; locations of food and proposed street closures. All site Maps are subject to the approval of "EPRB."

---

### ROUTE MAP (Runs, Walks, Bike Rides)

All events that include a run/ walk or other activity in which participants will be following a course will be required to attach a Route Map and a written document of the proposed route of the event. All proposed Route Maps are subject to "EPRB" approval. The use of any outside the Parkways or parks, such as City streets, must be approved by the Board of Public Works.

For a more detailed Route Map, it is recommended to use mapmyrun.com (this is a free website), Bing maps, or Google maps

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## ELKHART COUNTY HEALTH DEPARTMENT

An Elkhart County Health Department Permit for food and beverage must accompany event plans. Please contact the Elkhart County Health Department at 574-523-2283.



## INDEMNIFICATION, WAIVER AND RELEASE

In consideration of the granting of a Permit by the BOARD OF PUBLIC WORKS and/or the BOARD OF PARKS AND RECREATION, I hereby release, discharge, indemnify, protect and hold harmless the City of Elkhart, Indiana, and all of its agents, officials, and employees, of and from any and all claims, demands, damages, both compensatory and punitive, actions, causes of actions, costs, loss of services or consortium, and any expenses incurred for all personal injury or property damage sustained by me or any third party arising out of or in any way involving the use of the City's property during the event. I further agree to indemnify, protect, and hold harmless the City of Elkhart from any and all claims and causes of action, including attorney fees, caused by my negligence or willful conduct that is in any way related to the use of the City's property. I am more than 18 years of age and am fully competent. I have read in full this agreement and understand and agree to all of its terms and conditions. I have signed this instrument voluntarily and with full knowledge of the fact that I am waiving and releasing any and all claims for myself that may subsequently arise, regardless of their nature and extent. Furthermore, if signed on behalf of an entity, I swear and affirm that I am duly authorized to execute this INDEMNIFICATION, WAIVER, AND RELEASE on behalf of the entity.

## APPLICANT SIGNATURE

I have read the terms and conditions outlined in this document and the City of Elkhart, City of Elkhart Board of Works, and the City of Elkhart Park & Recreation Board Code of Ordinances and agree to abide by them.

Unless expressly provided for in the permit, Use & Event Permits do not grant the permit holder exclusive rights to park property, including but not limited to any right to restrict access, use, and First Amendment activities of any person on park property open to the general public.

I agree to be bound by the above terms as a condition to the issuance of a Special Event Permit. All payments are due upon the BOW and EPRD final approval.

**THIS DOCUMENT CONTAINS A RELEASE OF ALL CLAIMS AND A WAIVER OF RIGHTS. I HAVE CAREFULLY READ ALL OF ITS TERMS AND RETAINED A COPY OF THIS DOCUMENT FOR MY OWN RECORDS.**

Winona C. Coleman

PRINTED NAME OF APPLICANT

[Signature]

SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESSED: Clerk of the Board of Works

Date \_\_\_\_\_

**APPROVED: BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
President

Date \_\_\_\_\_

**RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)**

\_\_\_\_\_  
President or Secretary

Date \_\_\_\_\_



# ELKHART BOARD OF WORKS 2023 USE & EVENT PERMIT APPLICATION

229 South 2<sup>nd</sup> Street  
Elkhart, IN 46516  
Phone: (574) 294-5471

Date Received: 3/13/2023

INSTRUCTIONS: Please carefully read the "Event Procedures & Guidelines" sections before completing this application.  
Incomplete applications and/or applications without the required application fee will not be processed.

EVENT NAME: \_\_\_\_\_ DATE(S) REQUESTED \_\_\_\_\_

LOCATION/VENUE REQUESTED \_\_\_\_\_

LOCATION/VENUE 2<sup>ND</sup> CHOICE REQUESTED \_\_\_\_\_

OFFICE USE: DATE/VENUE AVAILABLE

☐ No ☒ Yes

## APPLICANT INFORMATION

NAME OF APPLICANT \_\_\_\_\_

NAME OF EVENT ORGANIZER/PRODUCER \_\_\_\_\_

PRODUCTION COMPANY/ORGANIZATION \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

APT/UNIT/SUITE \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

DAYTIME PHONE \_\_\_\_\_

FAX \_\_\_\_\_

CELL PHONE \_\_\_\_\_

EVENT DAY ON-SITE CONTACT \* REQUIRED \_\_\_\_\_

DAYTIME PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

EVENT SPONSOR: Are you, the applicant, organizing this event on behalf of another organization?

(Please check No or Yes Below)

☐ No ☐ Yes ☒ Name of Organization: \_\_\_\_\_

NAME OF SPONSORING ORGANIZATION CONTACT \_\_\_\_\_

SPONSORING ORG. CONTACT PHONE \_\_\_\_\_

ADDRESS OF SPONSORING ORGANIZATION \_\_\_\_\_

CITY \_\_\_\_\_

ZIP CODE \_\_\_\_\_

Additional Documentation Required: If you checked "Yes" above, please submit an endorsement letter from the organization (on their official Letterhead) on whose behalf you are organizing this event.

Is the sponsoring organization a 501(c) (3)?

(Please check No or Yes below.)

☐ No ☐ Yes ☒ Please attach current verification of 501(c) (3) status

Does the sponsoring organization have an ST-105 General Sales Tax Exemption Status?

(Please check No or Yes below.)

☐ No ☐ Yes ☒ Please attach current verification of ST-105 status

FEDERAL TAX ID # \_\_\_\_\_



## EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time:

Finish Time:

Additional Information Required: Please attach a schedule if your event includes multiple days and/or varying times.

SET-UP TIME(S)

TEAR-DOWN

From: To:

From: To:

EXPECTED NUMBER OF PARTICIPANTS:

If the event is reoccurring, please submit the past number of participants below.

2022 NUMBER OF PARTICIPANTS:

2021 NUMBER OF PARTICIPANTS:

PREVIOUS YEAR DATE/LOCATION: Has this event been previously held?  
(Please check No or Yes below.)

☐ No☐ Yes

Event Name: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_

## EVENT DESCRIPTION

Please check what type of event this is (Check all that apply) and write a brief description of your event.

☐ Walk/Run☐ Cultural Event☐ Other event, please describe:☐ Art Fair/Festival☐ Public Rally/March☐ Concert/Performance☐ Bike Ride☐ Service

Brief Description of Event:

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Please provide a detailed description of your event. Document(s) with this information or other materials describing this event may be attached.

## PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed

## EVENT LOGISTICS

All event logistics are subject to the approval of the "EPRB." Additionally, certain event features, such as street closures and separate permits from the City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or e-mail [Nancy.Wilson@coei.org](mailto:Nancy.Wilson@coei.org)

### FOOD AND ALCOHOLIC BEVERAGES:

Are you requesting permission to serve and/or sample food and/or beverages?

(Please check the appropriate response.)

☐

No

☐

Yes, to the participants only

☐

Yes, to the general public

**No Food or Alcoholic Beverages may be sold on Park Property.**

If applicable



Name of Caterer/Vendor: \_\_\_\_\_

IF YES, please describe:

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**Additional Information Required:** If you checked "Yes" above, a Short Term Permit is required from the Elkhart County Health Department.

Indicate location where food/beverages will be served on the Site Map.

### TENTS AND CANOPIES

If you plan to erect tents or canopies, describe and give the number of tents and/or canopies, along with the sizes of each. A separate sheet with this information may be attached. All tents and/or canopies must be indicated on the Site Map. The Event Organizer is responsible for any damage caused to City/Park property/facility and must consult "BOW" prior to installation.

#### Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐

No

☐

Yes



Number of Tents/Canopies: \_\_\_\_\_

Tent/Canopy Size(s): \_\_\_\_\_

(If you have multiple tents/canopies with varying sizes, indicate the number with the corresponding size.)

The following is required for tents over 400 square feet (20 ft. X 20 ft.):

Require inspections by the Elkhart City Fire Department. Refer to Indiana Fire Code 3103.2

Utilities must be marked. Call 811 for Utilities to mark the tent area.

**Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-296-9331**

**Additional Documentation Required:** If you checked "Yes" above, please indicate the number of tents with the corresponding size.

Document with this information may be attached. All tents and/or canopies must be indicated on the Site Map.

### VEHICLES

Are you requesting permission to operate staff/supply vehicles on City/"EPRB" service roads for delivery of equipment, supplies, or catering/vending?

☐

No

☐

Yes



Number of Vehicles: \_\_\_\_\_

Vehicle Description(s): \_\_\_\_\_

Are you requesting permission to retain vehicles on-site for the duration of the event?

☐

No

☐

Yes



Number of Vehicles: \_\_\_\_\_

Vehicle Description(s): \_\_\_\_\_


## STAGES/PLATFORMS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached.

Will your event include the installation of stages/platforms? The "BOW" must approve the location of the stages/platforms.

(Please check No or Yes below.) **NO STAGES ARE PROVIDED OR AVAILABLE FROM THE CITY OF ELKHART OR ITS DEPARTMENTS.**

**\*May require additional insurance.**

☐ No ☐ Yes  Number of Stage(s): \_\_\_\_\_

Stage Description(s): \_\_\_\_\_

Stage Owner \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: Street, City, State, Zip \_\_\_\_\_

Stage Specs will be required.

**Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of stages/platforms on the Site Map.**

## PORTABLE TOILETS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached. All portable toilets must be removed from City/"EPRB" property within 48 hours of event (if the event is on a Saturday or a Sunday, portable toilets must be removed that following Monday). The location must be approved by the City/"EPRB."

**ADA-compliant toilets are required for Public Gatherings.**

☐ No ☐ Yes  Number of Portable Toilets: \_\_\_\_\_ **AND** Number of Accessible ADA Portable Toilets: \_\_\_\_\_

Company/Description(s): \_\_\_\_\_

**Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of portable toilets on the Site Map**

## FENCING

Will the event include the installation of event fencing by the Event Organizer? The location of the fencing must be approved by the "BOW"/"EPRB."

(Please check No or Yes below.)

☐ No ☐ Yes  Description: \_\_\_\_\_

**May require a call to 811 for location marking of Utilities. Buildings and Grounds must also approve to make sure sprinkler lines are not in jeopardy.**

## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

Will the event require Emergency Support Services?

(Please check No or Yes below.)

☐ No ☐ Yes  \_\_\_\_\_

Number of Emergency Management Staff Requested

☐ \$50.00 Minimum of two Event Personnel \_\_\_\_\_

☐ \$25.00 Event Personnel each per event \_\_\_\_\_

**Total Cost \$** \_\_\_\_\_

**Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of personnel and where they should be located on the site map. A separate meeting may be required with the Emergency Management Personnel.**

## FIRE DEPARTMENT

EMERGENCY MEDICAL SERVICES REQUESTED: Please indicate what services you are requesting. Mark all that are requested:

☐ No ☐ Yes →

Time(s) Requested: \_\_\_\_\_

- ☐ Ambulance(s) Number Requested \_\_\_\_\_
- ☐ Medic Kubota
- ☐ Fire Truck
- ☐ First Aid Station

Please indicate your reason that a Fire Truck may be needed at your Event. **Please include any special requests.**

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

FENCING: The following are available for a fee. Mark all that are requested:

- ☐ Event Fencing Number of Sections Requested \_\_\_\_\_ Other \_\_\_\_\_
- ☐ Snow Fencing Number of Feet Requested \_\_\_\_\_ Other \_\_\_\_\_

**Additional fees may apply.**

### WASTE RECEPTACLES

Will the event require additional waste receptacles? The location of the waste receptacles must be approved by the "BOW"/"EPRB."

(Please check No or Yes below.) **Additional fees may apply.**

☐ No ☐ Yes →

Will the event require Buildings & Grounds to set up or deliver other equipment? If Yes, please list below.

(Please check No or Yes below.)

☐ No ☐ Yes →

Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of fencing on the site map.

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☐ No ☐ Yes →

- ☐ Golf Cars ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
- ☐ Risers ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
- ☐ Stage ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
- ☐ Trailer (tables/chairs) ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)

**NOTE: Bleachers and Stages are not available for public or private use.**

City Departments Only may request the use of these items.

## POLICE DEPARTMENT

POLICE SERVICES: Please indicate what services you are requesting. Mark all that are requested:

☐ No ☐ Yes 

Please indicate why you feel Police presence may be needed at your Event.

---

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Additional Information May Be Required.

## STREET DEPARTMENT

STREET CLOSURES: Will you be requiring closure of City streets for your event?

☐ No ☐ Yes 

Please mark all that may apply:

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_


Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

## OTHER STRUCTURES

Will your event include other structures not identified above? The location of all other structures must be approved by the "EPRB".

(Please check No or Yes below.)

☐ No ☐ Yes 

Number of Structures: \_\_\_\_\_

Description(s): \_\_\_\_\_

Additional Information Required: If you checked "Yes" above, please indicate the location of all stages/platforms, portable toilets, fencing, barricades and all other structures on the Site Map. Ordering of all equipment must be done by the Event Organizer.

## BOARD OF WORKS PERMITS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached.  
Are you requesting the use of City Plaza?

Water:

- ☐ Yes  
☐ No

Electric:

- ☐ Yes  
☐ No

Plaza Sign:

- ☐ Yes  
☐ No

Sign Information: \_\_\_\_\_

Bridge Banner:

- ☐ Yes  
☐ No

Please indicate location:

- ☐ Bridge Banner- North Main Street- Memorial Bridge  
☐ Bridge Banner – Johnson Street

## NOISE ORDINANCE

Will the event require an exception to noise by the Event Organizer?

(Please check No or Yes below.)

☐ No ☐ Yes  Reason: \_\_\_\_\_

Parade and Special Exception to Noise Ordinance:

- ☐ Yes  
☐ No

Public Assembly and Special Exception to Noise Ordinance:

- ☐ Yes  
☐ No

Special Exception to Noise Ordinance:

- ☐ Yes  
☐ No

Persons or entities affected by this special exception to the Noise Ordinance: (required)

---

---

What measures will be taken to mitigate the impact of the Noise exception on surrounding persons (required)

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---

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## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

- A. This emergency action plan predetermines actions to take before and during the EVENT in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.
  - B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include but are not limited to Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.
- 

### BASIC PLAN

- A. The emergency action plan event representative will be identified as the point of contact for all communications regarding the event. This person is identified as the primary contact and must be present during the event:

**Contact full name (first/last name):**

**Contact cell number (area code plus number):**

---

## EVENT MAPS

### SITE MAP (Required for all Applicants)

Please attach a Site Map clearly indicating the set-up of the event. An example would be the Start/Finish of a walk, run, or race event and/or the set-up area of a festival or cultural event. The Site Map should indicate the relative location of the following; all sources of amplified sound and the direction of the sound; tents and canopies with sizes, stages, promotional vehicles, portable toilets, fencing, barricades, and other structures; proposed driving paths for all equipment and supply vehicles; location of vehicles you wish to retain on "EPRB" property during the event; locations of food and proposed street closures. All site Maps are subject to the approval of "EPRB."

---

### ROUTE MAP (Runs, Walks, Bike Rides)

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For a more detailed Route Map, it is recommended to use mapmyrun.com (this is a free website), Bing maps, or Google maps

---

## ELKHART COUNTY HEALTH DEPARTMENT

An Elkhart County Health Department Permit for food and beverage must accompany event plans. Please contact the Elkhart County Health Department at 574-523-2283.

## INDEMNIFICATION, WAIVER AND RELEASE

In consideration of the granting of a Permit by the BOARD OF PUBLIC WORKS and/or the BOARD OF PARKS AND RECREATION, I hereby release, discharge, indemnify, protect and hold harmless the City of Elkhart, Indiana, and all of its agents, officials, and employees, of and from any and all claims, demands, damages, both compensatory and punitive, actions, causes of actions, costs, loss of services or consortium, and any expenses incurred for all personal injury or property damage sustained by me or any third party arising out of or in any way involving the use of the City's property during the event. I further agree to indemnify, protect, and hold harmless the City of Elkhart from any and all claims and causes of action, including attorney fees, caused by my negligence or willful conduct that is in any way related to the use of the City's property. I am more than 18 years of age and am fully competent. I have read in full this agreement and understand and agree to all of its terms and conditions. I have signed this instrument voluntarily and with full knowledge of the fact that I am waiving and releasing any and all claims for myself that may subsequently arise, regardless of their nature and extent. Furthermore, if signed on behalf of an entity, I swear and affirm that I am duly authorized to execute this INDEMNIFICATION, WAIVER, AND RELEASE on behalf of the entity.

## APPLICANT SIGNATURE

I have read the terms and conditions outlined in this document and the City of Elkhart, City of Elkhart Board of Works, and the City of Elkhart Park & Recreation Board Code of Ordinances and agree to abide by them.

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I agree to be bound by the above terms as a condition to the issuance of a Special Event Permit. All payments are due upon the BOW and EPRD final approval.

**THIS DOCUMENT CONTAINS A RELEASE OF ALL CLAIMS AND A WAIVER OF RIGHTS. I HAVE CAREFULLY READ ALL OF ITS TERMS AND RETAINED A COPY OF THIS DOCUMENT FOR MY OWN RECORDS.**

\_\_\_\_\_  
PRINTED NAME OF APPLICANT

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESSED: Clerk of the Board of Works

Date \_\_\_\_\_

**APPROVED: BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
President

Date \_\_\_\_\_

**RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)**

\_\_\_\_\_  
President or Secretary

Date \_\_\_\_\_





# ELKHART BOARD OF WORKS 2023 USE & EVENT PERMIT APPLICATION

229 South 2<sup>nd</sup> Street  
Elkhart, IN 46516  
Phone: (574) 294-5471

Date Received: **3/31/2023**

INSTRUCTIONS: Please carefully read the "Event Procedures & Guidelines" sections before completing this application.  
Incomplete applications and/or applications without the required application fee will not be processed.

EVENT NAME: \_\_\_\_\_ DATE(S) REQUESTED \_\_\_\_\_

LOCATION/VENUE REQUESTED \_\_\_\_\_

LOCATION/VENUE 2<sup>ND</sup> CHOICE REQUESTED \_\_\_\_\_

OFFICE USE: DATE/VENUE AVAILABLE

☐ No ☒ Yes

## APPLICANT INFORMATION

NAME OF APPLICANT \_\_\_\_\_

NAME OF EVENT ORGANIZER/PRODUCER \_\_\_\_\_

PRODUCTION COMPANY/ORGANIZATION \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

APT/UNIT/SUITE \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

DAYTIME PHONE \_\_\_\_\_

FAX \_\_\_\_\_

CELL PHONE \_\_\_\_\_

EVENT DAY ON-SITE CONTACT \* REQUIRED \_\_\_\_\_

DAYTIME PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

EVENT SPONSOR: Are you, the applicant, organizing this event on behalf of another organization?

(Please check No or Yes Below)

☐ No ☐ Yes ☒ Name of Organization: \_\_\_\_\_

NAME OF SPONSORING ORGANIZATION CONTACT \_\_\_\_\_

SPONSORING ORG. CONTACT PHONE \_\_\_\_\_

ADDRESS OF SPONSORING ORGANIZATION \_\_\_\_\_

CITY \_\_\_\_\_

ZIP CODE \_\_\_\_\_

Additional Documentation Required: If you checked "Yes" above, please submit an endorsement letter from the organization (on their official Letterhead) on whose behalf you are organizing this event.

Is the sponsoring organization a 501(c) (3)?

(Please check No or Yes below.)

☐ No ☐ Yes ☒ Please attach current verification of 501(c) (3) status

Does the sponsoring organization have an ST-105 General Sales Tax Exemption Status?

(Please check No or Yes below.)

☐ No ☐ Yes ☒ Please attach current verification of ST-105 status

FEDERAL TAX ID # \_\_\_\_\_

## EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time:

Finish Time:

Additional Information Required: Please attach a schedule if your event includes multiple days and/or varying times.

SET-UP TIME(S)

TEAR-DOWN

From: To:

From: To:

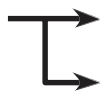
EXPECTED NUMBER OF PARTICIPANTS:

If the event is reoccurring, please submit the past number of participants below.

2022 NUMBER OF PARTICIPANTS:

2021 NUMBER OF PARTICIPANTS:

PREVIOUS YEAR DATE/LOCATION: Has this event been previously held?  
(Please check No or Yes below.)

☐ No☐ Yes

Event Name: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_

## EVENT DESCRIPTION

Please check what type of event this is (Check all that apply) and write a brief description of your event.

☐ Walk/Run

☐ Cultural Event

☐ Other event, please describe:

☐ Art Fair/Festival

☐ Public Rally/March

☐ Concert/Performance

☐ Bike Ride

☐ Service

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Brief Description of Event:

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Please provide a detailed description of your event. Document(s) with this information or other materials describing this event may be attached.

## PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed

## EVENT LOGISTICS

All event logistics are subject to the approval of the "EPRB." Additionally, certain event features, such as street closures and separate permits from the City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or e-mail [Nancy.Wilson@coei.org](mailto:Nancy.Wilson@coei.org)

### FOOD AND ALCOHOLIC BEVERAGES:

Are you requesting permission to serve and/or sample food and/or beverages?

(Please check the appropriate response.)

☐

No

☐

Yes, to the participants only

☐

Yes, to the general public

**No Food or Alcoholic Beverages may be sold on Park Property.**

If applicable  Name of Caterer/Vendor: \_\_\_\_\_

IF YES, please describe:

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**Additional Information Required:** If you checked "Yes" above, a Short Term Permit is required from the Elkhart County Health Department.

Indicate location where food/beverages will be served on the Site Map.

### TENTS AND CANOPIES

If you plan to erect tents or canopies, describe and give the number of tents and/or canopies, along with the sizes of each. A separate sheet with this information may be attached. All tents and/or canopies must be indicated on the Site Map. The Event Organizer is responsible for any damage caused to City/Park property/facility and must consult "BOW" prior to installation.

#### Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐

No

☐

Yes



Number of Tents/Canopies: \_\_\_\_\_

Tent/Canopy Size(s): \_\_\_\_\_

(If you have multiple tents/canopies with varying sizes, indicate the number with the corresponding size.)

The following is required for tents over 400 square feet (20 ft. X 20 ft.):

Require inspections by the Elkhart City Fire Department. Refer to Indiana Fire Code 3103.2

Utilities must be marked. Call 811 for Utilities to mark the tent area.

**Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-296-9331**

**Additional Documentation Required:** If you checked "Yes" above, please indicate the number of tents with the corresponding size.

Document with this information may be attached. All tents and/or canopies must be indicated on the Site Map.

### VEHICLES

Are you requesting permission to operate staff/supply vehicles on City/"EPRB" service roads for delivery of equipment, supplies, or catering/vending?

☐

No

☐

Yes



Number of Vehicles: \_\_\_\_\_

Vehicle Description(s): \_\_\_\_\_

Are you requesting permission to retain vehicles on-site for the duration of the event?

☐

No

☐

Yes



Number of Vehicles: \_\_\_\_\_

Vehicle Description(s): \_\_\_\_\_


## STAGES/PLATFORMS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached.

Will your event include the installation of stages/platforms? The "BOW" must approve the location of the stages/platforms.

(Please check No or Yes below.) **NO STAGES ARE PROVIDED OR AVAILABLE FROM THE CITY OF ELKHART OR ITS DEPARTMENTS.**

**\*May require additional insurance.**

☐ No ☐ Yes  Number of Stage(s): \_\_\_\_\_

 Stage Description(s): \_\_\_\_\_

Stage Owner \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: Street, City, State, Zip \_\_\_\_\_

Stage Specs will be required.

**Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of stages/platforms on the Site Map.**

## PORTABLE TOILETS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached. All portable toilets must be removed from City/"EPRB" property within 48 hours of event (if the event is on a Saturday or a Sunday, portable toilets must be removed that following Monday). The location must be approved by the City/"EPRB."

**ADA-compliant toilets are required for Public Gatherings.**

☐ No ☐ Yes  Number of Portable Toilets: \_\_\_\_\_ **AND** Number of Accessible ADA Portable Toilets: \_\_\_\_\_

 Company/Description(s): \_\_\_\_\_

**Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of portable toilets on the Site Map**

## FENCING

Will the event include the installation of event fencing by the Event Organizer? The location of the fencing must be approved by the "BOW"/"EPRB."

(Please check No or Yes below.)

☐ No ☐ Yes  Description: \_\_\_\_\_

**May require a call to 811 for location marking of Utilities. Buildings and Grounds must also approve to make sure sprinkler lines are not in jeopardy.**

## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

Will the event require Emergency Support Services?

(Please check No or Yes below.)

☐ No ☐ Yes  \_\_\_\_\_

Number of Emergency Management Staff Requested

☐ \$50.00 Minimum of two Event Personnel \_\_\_\_\_

☐ \$25.00 Event Personnel each per event \_\_\_\_\_

**Total Cost \$** \_\_\_\_\_

**Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of personnel and where they should be located on the site map. A separate meeting may be required with the Emergency Management Personnel.**

## FIRE DEPARTMENT

EMERGENCY MEDICAL SERVICES REQUESTED: Please indicate what services you are requesting. Mark all that are requested:

☐ No ☐ Yes →

Time(s) Requested: \_\_\_\_\_

- ☐ Ambulance(s) Number Requested \_\_\_\_\_
- ☐ Medic Kubota
- ☐ Fire Truck
- ☐ First Aid Station

Please indicate your reason that a Fire Truck may be needed at your Event. **Please include any special requests.**

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

FENCING: The following are available for a fee. Mark all that are requested:

- ☐ Event Fencing Number of Sections Requested \_\_\_\_\_ Other \_\_\_\_\_
- ☐ Snow Fencing Number of Feet Requested \_\_\_\_\_ Other \_\_\_\_\_

**Additional fees may apply.**

### WASTE RECEPTACLES

Will the event require additional waste receptacles? The location of the waste receptacles must be approved by the "BOW"/"EPRB."

(Please check No or Yes below.) **Additional fees may apply.**

☐ No ☐ Yes →

Will the event require Buildings & Grounds to set up or deliver other equipment? If Yes, please list below.

(Please check No or Yes below.)

☐ No ☐ Yes →

Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of fencing on the site map.

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☐ No ☐ Yes →

- ☐ Golf Cars ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
- ☐ Risers ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
- ☐ Stage ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
- ☐ Trailer (tables/chairs) ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)

**NOTE: Bleachers and Stages are not available for public or private use.**

City Departments Only may request the use of these items.

## POLICE DEPARTMENT

POLICE SERVICES: Please indicate what services you are requesting. Mark all that are requested:

☐ No ☐ Yes 

Please indicate why you feel Police presence may be needed at your Event.

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Additional Information May Be Required.

## STREET DEPARTMENT

STREET CLOSURES: Will you be requiring closure of City streets for your event?

☐ No ☐ Yes 

Please mark all that may apply:

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

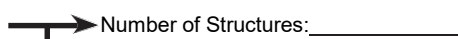
Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

## OTHER STRUCTURES

Will your event include other structures not identified above? The location of all other structures must be approved by the "EPRB".

(Please check No or Yes below.)

☐ No ☐ Yes 

 Description(s): \_\_\_\_\_

Additional Information Required: If you checked "Yes" above, please indicate the location of all stages/platforms, portable toilets, fencing, barricades and all other structures on the Site Map. Ordering of all equipment must be done by the Event Organizer.

## BOARD OF WORKS PERMITS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached.  
Are you requesting the use of City Plaza?

Water:

- ☐ Yes  
☐ No

Electric:

- ☐ Yes  
☐ No

Plaza Sign:

- ☐ Yes  
☐ No

Sign Information: \_\_\_\_\_

Bridge Banner:

- ☐ Yes  
☐ No

Please indicate location:

- ☐ Bridge Banner- North Main Street- Memorial Bridge  
☐ Bridge Banner – Johnson Street

## NOISE ORDINANCE

Will the event require an exception to noise by the Event Organizer?

(Please check No or Yes below.)

☐ No ☐ Yes  Reason: \_\_\_\_\_

Parade and Special Exception to Noise Ordinance:

- ☐ Yes  
☐ No

Public Assembly and Special Exception to Noise Ordinance:

- ☐ Yes  
☐ No

Special Exception to Noise Ordinance:

- ☐ Yes  
☐ No

Persons or entities affected by this special exception to the Noise Ordinance: (required)

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What measures will be taken to mitigate the impact of the Noise exception on surrounding persons (required)

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## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

- A. This emergency action plan predetermines actions to take before and during the EVENT in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.
  - B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include but are not limited to Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.
- 

### BASIC PLAN

- A. The emergency action plan event representative will be identified as the point of contact for all communications regarding the event. This person is identified as the primary contact and must be present during the event:

**Contact full name (first/last name):**

**Contact cell number (area code plus number):**

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## EVENT MAPS

### SITE MAP (Required for all Applicants)

Please attach a Site Map clearly indicating the set-up of the event. An example would be the Start/Finish of a walk, run, or race event and/or the set-up area of a festival or cultural event. The Site Map should indicate the relative location of the following; all sources of amplified sound and the direction of the sound; tents and canopies with sizes, stages, promotional vehicles, portable toilets, fencing, barricades, and other structures; proposed driving paths for all equipment and supply vehicles; location of vehicles you wish to retain on "EPRB" property during the event; locations of food and proposed street closures. All site Maps are subject to the approval of "EPRB."

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### ROUTE MAP (Runs, Walks, Bike Rides)

All events that include a run/ walk or other activity in which participants will be following a course will be required to attach a Route Map and a written document of the proposed route of the event. All proposed Route Maps are subject to "EPRB" approval. The use of any outside the Parkways or parks, such as City streets, must be approved by the Board of Public Works.

For a more detailed Route Map, it is recommended to use mapmyrun.com (this is a free website), Bing maps, or Google maps

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## ELKHART COUNTY HEALTH DEPARTMENT

An Elkhart County Health Department Permit for food and beverage must accompany event plans. Please contact the Elkhart County Health Department at 574-523-2283.



## INDEMNIFICATION, WAIVER AND RELEASE

In consideration of the granting of a Permit by the BOARD OF PUBLIC WORKS and/or the BOARD OF PARKS AND RECREATION, I hereby release, discharge, indemnify, protect and hold harmless the City of Elkhart, Indiana, and all of its agents, officials, and employees, of and from any and all claims, demands, damages, both compensatory and punitive, actions, causes of actions, costs, loss of services or consortium, and any expenses incurred for all personal injury or property damage sustained by me or any third party arising out of or in any way involving the use of the City's property during the event. I further agree to indemnify, protect, and hold harmless the City of Elkhart from any and all claims and causes of action, including attorney fees, caused by my negligence or willful conduct that is in any way related to the use of the City's property. I am more than 18 years of age and am fully competent. I have read in full this agreement and understand and agree to all of its terms and conditions. I have signed this instrument voluntarily and with full knowledge of the fact that I am waiving and releasing any and all claims for myself that may subsequently arise, regardless of their nature and extent. Furthermore, if signed on behalf of an entity, I swear and affirm that I am duly authorized to execute this INDEMNIFICATION, WAIVER, AND RELEASE on behalf of the entity.

## APPLICANT SIGNATURE

I have read the terms and conditions outlined in this document and the City of Elkhart, City of Elkhart Board of Works, and the City of Elkhart Park & Recreation Board Code of Ordinances and agree to abide by them.

Unless expressly provided for in the permit, Use & Event Permits do not grant the permit holder exclusive rights to park property, including but not limited to any right to restrict access, use, and First Amendment activities of any person on park property open to the general public.

I agree to be bound by the above terms as a condition to the issuance of a Special Event Permit. All payments are due upon the BOW and EPRD final approval.

**THIS DOCUMENT CONTAINS A RELEASE OF ALL CLAIMS AND A WAIVER OF RIGHTS. I HAVE CAREFULLY READ ALL OF ITS TERMS AND RETAINED A COPY OF THIS DOCUMENT FOR MY OWN RECORDS.**

\_\_\_\_\_  
PRINTED NAME OF APPLICANT

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESSED: Clerk of the Board of Works

Date \_\_\_\_\_

**APPROVED: BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
President

Date \_\_\_\_\_

**RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)**

\_\_\_\_\_  
President or Secretary

Date \_\_\_\_\_



# ELKHART BOARD OF WORKS 2022 USE & EVENT PERMIT APPLICATION

229 South 2<sup>nd</sup> Street  
Elkhart, IN 46516  
Phone: (574) 294-5471

Date Received: 3/10/23

INSTRUCTIONS: Please carefully read the "Event Procedures & Guidelines" sections before completing this application.  
Incomplete applications and/or applications without the required application fee will not be processed.

EVENT NAME: EnviroFest DATE(S) REQUESTED Saturday August 12, 2023

LOCATION/VENUE REQUESTED Island Park

LOCATION/VENUE 2<sup>ND</sup> CHOICE REQUESTED \_\_\_\_\_

OFFICE USE: DATE/VENUE AVAILABLE ☐ No ☒ Yes

## APPLICANT INFORMATION

NAME OF APPLICANT  
Annie Klehfoth

NAME OF EVENT ORGANIZER/PRODUCER  
Elkhart Environmental Center

PRODUCTION COMPANY/ORGANIZATION  
1717 E Lusher Ave

STREET ADDRESS  
Elkhart

CITY STATE ZIP CODE  
EECmail@coei.org IN 46516

E-MAIL ADDRESS

DAYTIME PHONE FAX CELL PHONE  
(574) 293-5070

EVENT DAY ON-SITE CONTACT \* REQUIRED DAYTIME PHONE CELL PHONE  
Annie Klehfoth (574) 293-5070 [REDACTED]

EVENT SPONSOR: Are you, the applicant, organizing this event on behalf of another organization?  
(Please check No or Yes Below)

☒ No ☐ Yes ☒ Name of Organization: \_\_\_\_\_

NAME OF SPONSORING ORGANIZATION CONTACT SPONSORING ORG. CONTACT PHONE

ADDRESS OF SPONSORING ORGANIZATION CITY ZIP CODE

Additional Documentation Required: If you checked "Yes" above, please submit an endorsement letter from the organization (on their official Letterhead) on whose behalf you are organizing this event.

Is the sponsoring organization a 501(c) (3)?  
(Please check No or Yes below.)

☒ No ☐ Yes ☒ Please attach current verification of 501(c) (3) status

Does the sponsoring organization have an ST-105 General Sales Tax Exemption Status?  
(Please check No or Yes below.)

☒ No ☐ Yes ☒ Please attach current verification of ST-105 status

FEDERAL TAX ID #

## EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time: 3 PM

Finish Time: 8 PM

Additional Information Required: Please attach a schedule if your event includes multiple days and/or varying times.

SET-UP TIME(S)

From: 8 AM To: 2:50 PM

TEAR-DOWN

From: 8 PM To: 10 PM (or finish)

EXPECTED NUMBER OF PARTICIPANTS: 2000

If the event is reoccurring, please submit the past number of participants below.

2021 NUMBER OF PARTICIPANTS: 2022: 150

2020 NUMBER OF PARTICIPANTS: 2021: 1000

PREVIOUS YEAR DATE/LOCATION: Has this event been previously held?  
(Please check No or Yes below.)

☐ No ☒ Yes  Event Name: EnviroFest  
Location: Civic Plaza, Wellfield Botanic Gardens, Island Park Date: early to mid-August, mid-July

## EVENT DESCRIPTION

Please check what type of event this is (Check all that apply) and write a brief description of your event.

☐ Walk/Run

☐ Cultural Event

☒ Other event, please describe:

☐ Art Fair/Festival

☐ Public Rally/March

Environmental education/community event

☐ Concert/Performance

☐ Bike Ride

☐ Service

Brief Description of Event: Environmental festival featuring local businesses and organizations relating to environmental/sustainable  
topics; also include  
stewardship activity (e.g. replanting onsite forest understory/removing invasive species), native tree giveaway, spring plant exchange,  
potentially live music, food vendors, etc.

Please provide a detailed description of your event. Document(s) with this information or other materials describing this event may be attached.

## PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed



## EVENT LOGISTICS

All event logistics are subject to the approval of the "EPRB." Additionally, certain event features, such as street closures and separate permits from the City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or e-mail [Nancy.Wilson@coei.org](mailto:Nancy.Wilson@coei.org)

### FOOD AND ALCOHOLIC BEVERAGES:

Are you requesting permission to serve and/or sample food and/or beverages?

(Please check the appropriate response.)

☐

No

☐

Yes, to the participants only

☒

Yes, to the general public

**No Food or Alcoholic Beverages may be sold on Park Property.**

If applicable



Name of Caterer/Vendor: \_\_\_\_\_

IF YES, please describe:

VOLUNTEERS ONLY: a lunch with drinks and snacks

PUBLIC: any public food will be sold by permitted food vendors inspected by the Health Dept.

**Additional Information Required:** If you checked "Yes" above, a Short Term Permit is required from the Elkhart County Health Department. Call 574-523-2283. Indicate location where food/beverages will be served on the Site Map.

### TENTS AND CANOPIES

If you plan to erect tents or canopies, describe and give the number of tents and/or canopies, along with the sizes of each. A separate sheet with this information may be attached. All tents and/or canopies must be indicated on the Site Map. The Event Organizer is responsible for any damage caused to City/Park property/facility and must consult "BOW" prior to installation.

**Building and Zoning Clearance Required.**

Will your event feature tents and/or canopies?

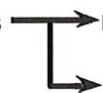
(Please check No or Yes below.)

☐

No

☒

Yes



Number of Tents/Canopies: 9, 2 large tent

Tent/Canopy Size(s): 10 x 10, 40x60, 20x20

(If you have multiple tents/canopies with varying sizes, indicate the number with the corresponding size.)

The following is required for tents over 400 square feet (20 ft. X 20 ft.):

Require inspections by the Elkhart City Fire Department. Refer to Indiana Fire Code 3103.2

Utilities must be marked. Call 811 for Utilities to mark the tent area.

**Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-296-9331**

**Additional Documentation Required:** If you checked "Yes" above, please indicate the number of tents with the corresponding size. Document with this information may be attached. All tents and/or canopies must be indicated on the Site Map.

### VEHICLES

Are you requesting permission to operate staff/supply vehicles on City/"EPRB" service roads for delivery of equipment, supplies, or catering/vending?

☒

No

☐

Yes



Number of Vehicles: \_\_\_\_\_

Vehicle Description(s): \_\_\_\_\_

Are you requesting permission to retain vehicles on-site for the duration of the event?

☐

No

☒

Yes



Number of Vehicles: Unknown

Vehicle Description(s): Electric Vehicle Display

## STAGES/PLATFORMS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached. Will your event include the installation of stages/platforms? The "BOW" must approve the location of the stages/platforms. (Please check No or Yes below.) **NO STAGES ARE PROVIDED OR AVAILABLE FROM THE CITY OF ELKHART OR ITS DEPARTMENTS.**

**\*May require additional insurance.**

☐ No ☒ Yes → Number of Stage(s): 1

Stage Description(s): Portable stage created by Lippert Volunteers

Stage Owner Parks Dept. Phone Number: \_\_\_\_\_

Address: Street, City, State, Zip \_\_\_\_\_

Stage Specs will be required.

Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of stages/platforms on the Site Map.

## PORTABLE TOILETS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached. All portable toilets must be removed from City/"EPRB" property within 48 hours of event (if the event is on a Saturday or a Sunday, portable toilets must be removed that following Monday). The location must be approved by the City/"EPRB."

**ADA-compliant toilets are required for Public Gatherings.**

☐ No ☒ Yes → Number of Portable Toilets: 2 AND Number of Accessible ADA Portable Toilets: 2

Company/Description(s): Undecided

Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of portable toilets on the Site Map

## FENCING

Will the event include the installation of event fencing by the Event Organizer? The location of the fencing must be approved by the "BOW"/"EPRB." (Please check No or Yes below.)

☐ No ☒ Yes → Description: fencing for beer and wine garden

May require a call to 811 for location marking of Utilities. Buildings and Grounds must also approve to make sure sprinkler lines are not in jeopardy.

## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

Will the event require Emergency Support Services? (Please check No or Yes below.)

☐ No ☒ Yes → \_\_\_\_\_

Number of Emergency Management Staff Requested

☒ \$50.00 Minimum of two Event Personnel 2

☐ \$25.00 Event Personnel each per event \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of personnel and where they should be located on the site map. A separate meeting may be required with the Emergency Management Personnel.



## FIRE DEPARTMENT

EMERGENCY MEDICAL SERVICES REQUESTED: Please indicate what services you are requesting. Mark all that are requested:

☒ No ☒ Yes →

2:30 PM - 8:30 PM

Time(s) Requested: \_\_\_\_\_

- ☐ Ambulance(s) Number Requested 2
- ☒ Medic Kubota
- ☐ Fire Truck
- ☒ First Aid Station

Please indicate your reason that a Fire Truck may be needed at your Event. Please include any special requests.

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

FENCING: The following are available for a fee. Mark all that are requested:

- ☒ Event Fencing Number of Sections Requested Unknown Other \_\_\_\_\_
- ☐ Snow Fencing Number of Feet Requested \_\_\_\_\_ Other \_\_\_\_\_

Additional fees may apply.

### WASTE RECEPTACLES

Will the event require additional waste receptacles? The location of the waste receptacles must be approved by the "BOW"/"EPRB."  
(Please check No or Yes below.) Additional fees may apply.

☒ No ☐ Yes →

Will the event require Buildings & Grounds to set up or deliver other equipment? If Yes, please list below.  
(Please check No or Yes below.)

☐ No ☒ Yes → Event trailer, PA system

Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of fencing on the site map.

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☐ No ☒ Yes →

2 golf carts

- ☒ Golf Cars ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
- ☐ Risers ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
- ☒ Stage ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
- ☒ Trailer (tables/chairs) ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)

**NOTE: Bleachers and Stages are not available for public or private use.**

City Departments Only may request the use of these items.

## POLICE DEPARTMENT

POLICE SERVICES: Please indicate what services you are requesting. Mark all that are requested:

☐ No ☒ Yes →

Security for the event

Please indicate why you feel Police presence may be needed at your Event.

Proactive measures in regards to a large crowd

Additional Information May Be Required.

## STREET DEPARTMENT

STREET CLOSURES: Will you be requiring closure of City streets for your event?

☒ No ☐ Yes → Street Closing:

Please mark all that may apply:

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

## OTHER STRUCTURES

Will your event include other structures not identified above? The location of all other structures must be approved by the "EPRB".  
(Please check No or Yes below.)

☒ No ☐ Yes → Number of Structures: \_\_\_\_\_

Description(s): \_\_\_\_\_

Additional Information Required: If you checked "Yes" above, please indicate the location of all stages/platforms, portable toilets, fencing, barricades and all other structures on the Site Map. Ordering of all equipment must be done by the Event Organizer.

## BOARD OF WORKS PERMITS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached.  
Are you requesting the use of City Plaza? Use of Central Green Park & Stage Requires additional information and a \$500.00 deposit.

Water:

- ☒ Yes  
☐ No

Electric:

- ☒ Yes  
☐ No

Plaza Sign:

- ☒ Yes  
☐ No

Sign Information: EnviroFest at Island Park: Sat. Aug. 12 2PM-8 PM - Food, Music, Sustainability! \$5 per family

Bridge Banner:

- ☒ Yes  
☐ No

Please indicate location:

- ☒ Bridge Banner- North Main Street- Memorial Bridge  
☒ Bridge Banner – Johnson Street

## NOISE ORDINANCE

Will the event require an exception to noise by the Event Organizer?

(Please check No or Yes below.)

☐ No ☒ Yes → Reason: PA system for event announcements; live music

Parade and Special Exception to Noise Ordinance:

- ☒ Yes  
☐ No

Public Assembly and Special Exception to Noise Ordinance:

- ☒ Yes  
☐ No

Special Exception to Noise Ordinance:

- ☒ Yes  
☐ No

Persons or entities affected by this special exception to the Noise Ordinance: (required)

EEC residential neighbors

What measures will be taken to mitigate the impact of the Noise exception on surrounding persons (required)

PA and speaker systems will be positioned to direct sound to intended area, and volume will be kept at reasonable level to limit nuisance



---

## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

- A. This emergency action plan predetermines actions to take before and during the EVENT in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.
  - B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include but are not limited to Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.
- 

### BASIC PLAN

- A. The emergency action plan event representative will be identified as the point of contact for all communications regarding the event. This person is identified as the primary contact and must be present during the event:

Contact full name (first/last name): Annie Klehfoth

Contact cell number (area code plus number): (574) 361-8020

---

## EVENT MAPS

### SITE MAP (Required for all Applicants)

Please attach a Site Map clearly indicating the set-up of the event. An example would be the Start/Finish of a walk, run, or race event and/or the set-up area of a festival or cultural event. The Site Map should indicate the relative location of the following; all sources of amplified sound and the direction of the sound; tents and canopies with sizes, stages, promotional vehicles, portable toilets, fencing, barricades, and other structures; proposed driving paths for all equipment and supply vehicles; location of vehicles you wish to retain on "EPRB" property during the event; locations of food and proposed street closures. All site Maps are subject to the approval of "EPRB."

---

### ROUTE MAP (Runs, Walks, Bike Rides)

All events that include a run/ walk or other activity in which participants will be following a course will be required to attach a Route Map and a written document of the proposed route of the event. All proposed Route Maps are subject to "EPRB" approval. The use of any outside the Parkways or parks, such as City streets, must be approved by the Board of Public Works.

For a more detailed Route Map, it is recommended to use mapmyrun.com (this is a free website), Bing maps, or Google maps

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## ELKHART COUNTY HEALTH DEPARTMENT

Event Plans must be accompanied by an Elkhart County Health Department Permit for food and beverage. Please contact the Elkhart County Health Department at 574-523-2283.

## INDEMNIFICATION, WAIVER AND RELEASE

In consideration of the granting of a Permit by the BOARD OF PUBLIC WORKS and/or the BOARD OF PARKS AND RECREATION, I hereby release, discharge, indemnify, protect and hold harmless the City of Elkhart, Indiana, and all of its agents, officials, and employees, of and from any and all claims, demands, damages, both compensatory and punitive, actions, causes of actions, costs, loss of services or consortium, and any expenses incurred for all personal injury or property damage sustained by me or any third party arising out of or in any way involving the use of the City's property during the event. I further agree to indemnify, protect, and hold harmless the City of Elkhart from any and all claims and causes of action, including attorney fees, caused by my negligence or willful conduct that is in any way related to the use of the City's property. I am more than 18 years of age and am fully competent. I have read in full this agreement and understand and agree to all of its terms and conditions. I have signed this instrument voluntarily and with full knowledge of the fact that I am waiving and releasing any and all claims for myself that may subsequently arise, regardless of their nature and extent. Furthermore, if signed on behalf of an entity, I swear and affirm that I am duly authorized to execute this INDEMNIFICATION, WAIVER, AND RELEASE on behalf of the entity.

## APPLICANT SIGNATURE

I have read the terms and conditions outlined in this document and the City of Elkhart, City of Elkhart Board of Works, and the City of Elkhart Park & Recreation Board Code of Ordinances and agree to abide by them.

Unless expressly provided for in the permit, Use & Event Permits do not grant the permit holder exclusive rights to park property, including but not limited to any right to restrict access, use, and First Amendment activities of any person on park property open to the general public.

I agree to be bound by the above terms as a condition to the issuance of a Special Event Permit. All payments are due upon the BOW and EPRD final approval.

**THIS DOCUMENT CONTAINS A RELEASE OF ALL CLAIMS AND A WAIVER OF RIGHTS. I HAVE CAREFULLY READ ALL OF ITS TERMS AND RETAINED A COPY OF THIS DOCUMENT FOR MY OWN RECORDS.**

Annie Klehfoth

PRINTED NAME OF APPLICANT

*Annie Klehfoth*

SIGNATURE OF APPLICANT

January 19, 2023

DATE

*Nancy Miller*

WITNESSED: Clerk of the Board of Works

Date 3/10/23

**APPROVED: BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
President

Date \_\_\_\_\_

**RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)**

\_\_\_\_\_  
President or Secretary

Date \_\_\_\_\_

## 2023 EnviroFest Emergency Action Plan

Location: Island Park

Date: Saturday, August 12, 2023

### **Risks and Response**

#### ***Inclement Weather:***

In the event of heavy rain, the festival will have different areas of shelter that guests can temporarily utilize such as the music and kids' area tents, and the volunteer station. In the event of imminent severe storms such as hail or tornadoes lasting the entirety of the event, the EEC Director will decide to cancel the event.

#### ***Fire:***

In the event of a fire, 911 should be called immediately and emergency response teams on the ground should be notified. All guests will be escorted off and away from the premises in a timely manner or to the opposite end of the site depending on where the fire may take place.

#### ***Medical Emergency:***

In the event of a medical emergency, a volunteer should call 911, then notify the EEC Director or the closest emergency personnel. All volunteers and personnel will be notified of this plan during orientation. EMS will have a vehicle at the festival to respond quickly.

#### ***Lost Child:***

In the event of a lost child, the EEC Director should be notified immediately who will then put out a missing child alert to all volunteers and personnel with a radio describing the suspected missing child.

#### ***Active Shooter:***

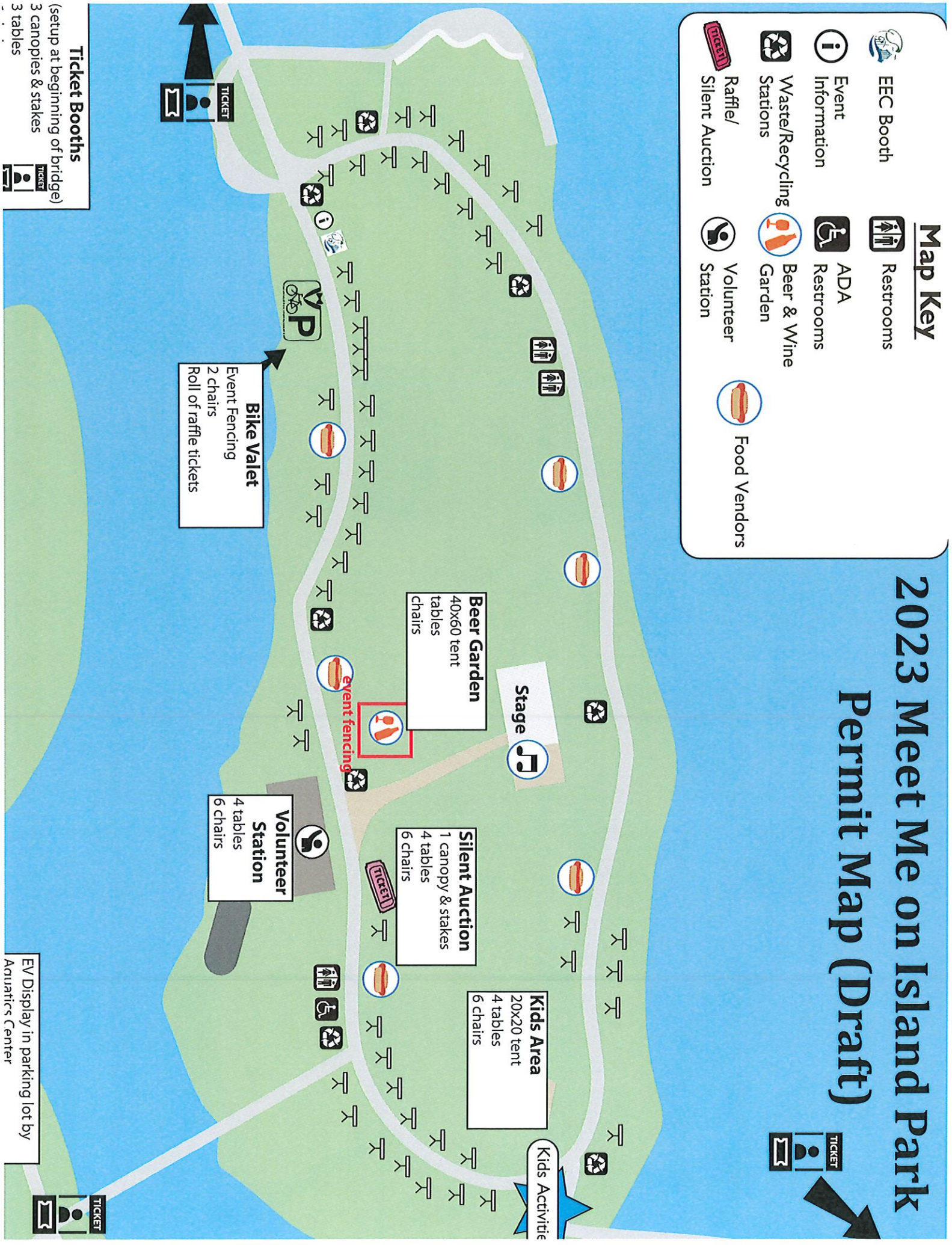
In the event of an active shooter, 911 should be called immediately and local emergency personnel should be notified immediately. Police should be onsite for immediate response.



# Map Key

- EEC Booth
- Restrooms
- Event Information
- ADA Restrooms
- Waste/Recycling Stations
- Beer & Wine Garden
- Raffle/Silent Auction
- Volunteer Station
- Food Vendors

# 2023 Meet Me on Island Park Permit Map (Draft)





# ELKHART BOARD OF WORKS 2023 USE & EVENT PERMIT APPLICATION

229 South 2<sup>nd</sup> Street  
Elkhart, IN 46516  
Phone: (574) 294-5471

Date Received: 3/31/2023

INSTRUCTIONS: Please carefully read the "Event Procedures & Guidelines" sections before completing this application.  
Incomplete applications and/or applications without the required application fee will not be processed.

EVENT NAME: \_\_\_\_\_ DATE(S) REQUESTED \_\_\_\_\_

LOCATION/VENUE REQUESTED \_\_\_\_\_

LOCATION/VENUE 2<sup>ND</sup> CHOICE REQUESTED \_\_\_\_\_

OFFICE USE: DATE/VENUE AVAILABLE

☐ No ☒ Yes

## APPLICANT INFORMATION

NAME OF APPLICANT \_\_\_\_\_

NAME OF EVENT ORGANIZER/PRODUCER \_\_\_\_\_

PRODUCTION COMPANY/ORGANIZATION \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

APT/UNIT/SUITE \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

DAYTIME PHONE \_\_\_\_\_

FAX \_\_\_\_\_

CELL PHONE \_\_\_\_\_

EVENT DAY ON-SITE CONTACT \* REQUIRED \_\_\_\_\_

DAYTIME PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

EVENT SPONSOR: Are you, the applicant, organizing this event on behalf of another organization?

(Please check No or Yes Below)

☐ No ☐ Yes ☒ Name of Organization: \_\_\_\_\_

NAME OF SPONSORING ORGANIZATION CONTACT \_\_\_\_\_

SPONSORING ORG. CONTACT PHONE \_\_\_\_\_

ADDRESS OF SPONSORING ORGANIZATION \_\_\_\_\_

CITY \_\_\_\_\_

ZIP CODE \_\_\_\_\_

Additional Documentation Required: If you checked "Yes" above, please submit an endorsement letter from the organization (on their official Letterhead) on whose behalf you are organizing this event.

Is the sponsoring organization a 501(c) (3)?

(Please check No or Yes below.)

☐ No ☐ Yes ☒ Please attach current verification of 501(c) (3) status

Does the sponsoring organization have an ST-105 General Sales Tax Exemption Status?

(Please check No or Yes below.)

☐ No ☐ Yes ☒ Please attach current verification of ST-105 status

FEDERAL TAX ID # \_\_\_\_\_



## EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time:

Finish Time:

Additional Information Required: Please attach a schedule if your event includes multiple days and/or varying times.

SET-UP TIME(S)

TEAR-DOWN

From: To:

From: To:

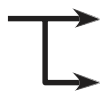
EXPECTED NUMBER OF PARTICIPANTS:

If the event is reoccurring, please submit the past number of participants below.

2022 NUMBER OF PARTICIPANTS:

2021 NUMBER OF PARTICIPANTS:

PREVIOUS YEAR DATE/LOCATION: Has this event been previously held?  
(Please check No or Yes below.)

☐ No☐ Yes

Event Name: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_

## EVENT DESCRIPTION

Please check what type of event this is (Check all that apply) and write a brief description of your event.

☐ Walk/Run

☐ Cultural Event

☐ Other event, please describe:

☐ Art Fair/Festival

☐ Public Rally/March

☐ Concert/Performance

☐ Bike Ride

☐ Service

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Brief Description of Event:

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Please provide a detailed description of your event. Document(s) with this information or other materials describing this event may be attached.

## PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed

## EVENT LOGISTICS

All event logistics are subject to the approval of the "EPRB." Additionally, certain event features, such as street closures and separate permits from the City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or e-mail [Nancy.Wilson@coei.org](mailto:Nancy.Wilson@coei.org)

### FOOD AND ALCOHOLIC BEVERAGES:

Are you requesting permission to serve and/or sample food and/or beverages?

(Please check the appropriate response.)

☐

No

☐

Yes, to the participants only

☐

Yes, to the general public

**No Food or Alcoholic Beverages may be sold on Park Property.**

If applicable  Name of Caterer/Vendor: \_\_\_\_\_

IF YES, please describe:

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**Additional Information Required:** If you checked "Yes" above, a Short Term Permit is required from the Elkhart County Health Department.

Indicate location where food/beverages will be served on the Site Map.

### TENTS AND CANOPIES

If you plan to erect tents or canopies, describe and give the number of tents and/or canopies, along with the sizes of each. A separate sheet with this information may be attached. All tents and/or canopies must be indicated on the Site Map. The Event Organizer is responsible for any damage caused to City/Park property/facility and must consult "BOW" prior to installation.

#### Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐

No

☐

Yes



Number of Tents/Canopies: \_\_\_\_\_

Tent/Canopy Size(s): \_\_\_\_\_

(If you have multiple tents/canopies with varying sizes, indicate the number with the corresponding size.)

The following is required for tents over 400 square feet (20 ft. X 20 ft.):

Require inspections by the Elkhart City Fire Department. Refer to Indiana Fire Code 3103.2

Utilities must be marked. Call 811 for Utilities to mark the tent area.

**Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-296-9331**

**Additional Documentation Required:** If you checked "Yes" above, please indicate the number of tents with the corresponding size.

Document with this information may be attached. All tents and/or canopies must be indicated on the Site Map.

### VEHICLES

Are you requesting permission to operate staff/supply vehicles on City/"EPRB" service roads for delivery of equipment, supplies, or catering/vending?

☐

No

☐

Yes



Number of Vehicles: \_\_\_\_\_

Vehicle Description(s): \_\_\_\_\_

Are you requesting permission to retain vehicles on-site for the duration of the event?

☐

No

☐

Yes



Number of Vehicles: \_\_\_\_\_

Vehicle Description(s): \_\_\_\_\_


## STAGES/PLATFORMS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached.

Will your event include the installation of stages/platforms? The "BOW" must approve the location of the stages/platforms.

(Please check No or Yes below.) **NO STAGES ARE PROVIDED OR AVAILABLE FROM THE CITY OF ELKHART OR ITS DEPARTMENTS.**

**\*May require additional insurance.**

☐ No ☐ Yes  Number of Stage(s): \_\_\_\_\_

 Stage Description(s): \_\_\_\_\_

Stage Owner \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: Street, City, State, Zip \_\_\_\_\_

Stage Specs will be required.

**Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of stages/platforms on the Site Map.**

## PORTABLE TOILETS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached. All portable toilets must be removed from City/"EPRB" property within 48 hours of event (if the event is on a Saturday or a Sunday, portable toilets must be removed that following Monday). The location must be approved by the City/"EPRB."

**ADA-compliant toilets are required for Public Gatherings.**

☐ No ☐ Yes  Number of Portable Toilets: \_\_\_\_\_ **AND** Number of Accessible ADA Portable Toilets: \_\_\_\_\_

 Company/Description(s): \_\_\_\_\_

**Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of portable toilets on the Site Map**

## FENCING

Will the event include the installation of event fencing by the Event Organizer? The location of the fencing must be approved by the "BOW"/"EPRB."

(Please check No or Yes below.)

☐ No ☐ Yes  Description: \_\_\_\_\_

**May require a call to 811 for location marking of Utilities. Buildings and Grounds must also approve to make sure sprinkler lines are not in jeopardy.**

## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

Will the event require Emergency Support Services?

(Please check No or Yes below.)

☐ No ☐ Yes  \_\_\_\_\_

Number of Emergency Management Staff Requested

☐ \$50.00 Minimum of two Event Personnel \_\_\_\_\_

☐ \$25.00 Event Personnel each per event \_\_\_\_\_

**Total Cost \$** \_\_\_\_\_

**Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of personnel and where they should be located on the site map. A separate meeting may be required with the Emergency Management Personnel.**



## FIRE DEPARTMENT

EMERGENCY MEDICAL SERVICES REQUESTED: Please indicate what services you are requesting. Mark all that are requested:

☐ No ☐ Yes →

Time(s) Requested: \_\_\_\_\_

- ☐ Ambulance(s) Number Requested \_\_\_\_\_
- ☐ Medic Kubota
- ☐ Fire Truck
- ☐ First Aid Station

Please indicate your reason that a Fire Truck may be needed at your Event. **Please include any special requests.**

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

FENCING: The following are available for a fee. Mark all that are requested:

- ☐ Event Fencing Number of Sections Requested \_\_\_\_\_ Other \_\_\_\_\_
- ☐ Snow Fencing Number of Feet Requested \_\_\_\_\_ Other \_\_\_\_\_

**Additional fees may apply.**

### WASTE RECEPTACLES

Will the event require additional waste receptacles? The location of the waste receptacles must be approved by the "BOW"/"EPRB."

(Please check No or Yes below.) **Additional fees may apply.**

☐ No ☐ Yes →

Will the event require Buildings & Grounds to set up or deliver other equipment? If Yes, please list below.

(Please check No or Yes below.)

☐ No ☐ Yes →

Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of fencing on the site map.

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☐ No ☐ Yes →

- ☐ Golf Cars ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
- ☐ Risers ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
- ☐ Stage ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
- ☐ Trailer (tables/chairs) ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)

**NOTE: Bleachers and Stages are not available for public or private use.**

City Departments Only may request the use of these items.

## POLICE DEPARTMENT

POLICE SERVICES: Please indicate what services you are requesting. Mark all that are requested:

☐ No ☐ Yes → \_\_\_\_\_

Please indicate why you feel Police presence may be needed at your Event.

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Additional Information May Be Required.

## STREET DEPARTMENT

STREET CLOSURES: Will you be requiring closure of City streets for your event?

☐ No ☐ Yes → Street Name \_\_\_\_\_

Please mark all that may apply:

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

## OTHER STRUCTURES

Will your event include other structures not identified above? The location of all other structures must be approved by the "EPRB".

(Please check No or Yes below.)

☐ No ☐ Yes → Number of Structures: \_\_\_\_\_

→ Description(s): \_\_\_\_\_

Additional Information Required: If you checked "Yes" above, please indicate the location of all stages/platforms, portable toilets, fencing, barricades and all other structures on the Site Map. Ordering of all equipment must be done by the Event Organizer.

## BOARD OF WORKS PERMITS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached.  
Are you requesting the use of City Plaza?

Water:

- ☐ Yes  
☐ No

Electric:

- ☐ Yes  
☐ No

Plaza Sign:

- ☐ Yes  
☐ No

Sign Information: \_\_\_\_\_

Bridge Banner:

- ☐ Yes  
☐ No

Please indicate location:

- ☐ Bridge Banner- North Main Street- Memorial Bridge  
☐ Bridge Banner – Johnson Street

## NOISE ORDINANCE

Will the event require an exception to noise by the Event Organizer?

(Please check No or Yes below.)

☐ No ☐ Yes  Reason: \_\_\_\_\_

Parade and Special Exception to Noise Ordinance:

- ☐ Yes  
☐ No

Public Assembly and Special Exception to Noise Ordinance:

- ☐ Yes  
☐ No

Special Exception to Noise Ordinance:

- ☐ Yes  
☐ No

Persons or entities affected by this special exception to the Noise Ordinance: (required)

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---

What measures will be taken to mitigate the impact of the Noise exception on surrounding persons (required)

---

---

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## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

- A. This emergency action plan predetermines actions to take before and during the EVENT in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.
  - B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include but are not limited to Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.
- 

### BASIC PLAN

- A. The emergency action plan event representative will be identified as the point of contact for all communications regarding the event. This person is identified as the primary contact and must be present during the event:

**Contact full name (first/last name):**

**Contact cell number (area code plus number):**

---

## EVENT MAPS

### SITE MAP (Required for all Applicants)

Please attach a Site Map clearly indicating the set-up of the event. An example would be the Start/Finish of a walk, run, or race event and/or the set-up area of a festival or cultural event. The Site Map should indicate the relative location of the following; all sources of amplified sound and the direction of the sound; tents and canopies with sizes, stages, promotional vehicles, portable toilets, fencing, barricades, and other structures; proposed driving paths for all equipment and supply vehicles; location of vehicles you wish to retain on "EPRB" property during the event; locations of food and proposed street closures. All site Maps are subject to the approval of "EPRB."

---

### ROUTE MAP (Runs, Walks, Bike Rides)

All events that include a run/ walk or other activity in which participants will be following a course will be required to attach a Route Map and a written document of the proposed route of the event. All proposed Route Maps are subject to "EPRB" approval. The use of any outside the Parkways or parks, such as City streets, must be approved by the Board of Public Works.

For a more detailed Route Map, it is recommended to use mapmyrun.com (this is a free website), Bing maps, or Google maps

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## ELKHART COUNTY HEALTH DEPARTMENT

An Elkhart County Health Department Permit for food and beverage must accompany event plans. Please contact the Elkhart County Health Department at 574-523-2283.

## INDEMNIFICATION, WAIVER AND RELEASE

In consideration of the granting of a Permit by the BOARD OF PUBLIC WORKS and/or the BOARD OF PARKS AND RECREATION, I hereby release, discharge, indemnify, protect and hold harmless the City of Elkhart, Indiana, and all of its agents, officials, and employees, of and from any and all claims, demands, damages, both compensatory and punitive, actions, causes of actions, costs, loss of services or consortium, and any expenses incurred for all personal injury or property damage sustained by me or any third party arising out of or in any way involving the use of the City's property during the event. I further agree to indemnify, protect, and hold harmless the City of Elkhart from any and all claims and causes of action, including attorney fees, caused by my negligence or willful conduct that is in any way related to the use of the City's property. I am more than 18 years of age and am fully competent. I have read in full this agreement and understand and agree to all of its terms and conditions. I have signed this instrument voluntarily and with full knowledge of the fact that I am waiving and releasing any and all claims for myself that may subsequently arise, regardless of their nature and extent. Furthermore, if signed on behalf of an entity, I swear and affirm that I am duly authorized to execute this INDEMNIFICATION, WAIVER, AND RELEASE on behalf of the entity.

## APPLICANT SIGNATURE

I have read the terms and conditions outlined in this document and the City of Elkhart, City of Elkhart Board of Works, and the City of Elkhart Park & Recreation Board Code of Ordinances and agree to abide by them.

Unless expressly provided for in the permit, Use & Event Permits do not grant the permit holder exclusive rights to park property, including but not limited to any right to restrict access, use, and First Amendment activities of any person on park property open to the general public.

I agree to be bound by the above terms as a condition to the issuance of a Special Event Permit. All payments are due upon the BOW and EPRD final approval.

**THIS DOCUMENT CONTAINS A RELEASE OF ALL CLAIMS AND A WAIVER OF RIGHTS. I HAVE CAREFULLY READ ALL OF ITS TERMS AND RETAINED A COPY OF THIS DOCUMENT FOR MY OWN RECORDS.**

\_\_\_\_\_  
PRINTED NAME OF APPLICANT

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESSED: Clerk of the Board of Works

Date \_\_\_\_\_

**APPROVED: BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
President

Date \_\_\_\_\_

**RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)**

\_\_\_\_\_  
President or Secretary

Date \_\_\_\_\_



# ELKHART BOARD OF WORKS 2023 USE & EVENT PERMIT APPLICATION

229 South 2<sup>nd</sup> Street  
Elkhart, IN 46516  
Phone: (574) 294-5471

4/4/2023

Date Received: \_\_\_\_\_

INSTRUCTIONS: Please carefully read the "Event Procedures & Guidelines" sections before completing this application.  
Incomplete applications and/or applications without the required application fee will not be processed.

EVENT NAME: \_\_\_\_\_ DATE(S) REQUESTED \_\_\_\_\_

LOCATION/VENUE REQUESTED \_\_\_\_\_

LOCATION/VENUE 2<sup>ND</sup> CHOICE REQUESTED \_\_\_\_\_

OFFICE USE: DATE/VENUE AVAILABLE

☐ No ☒ Yes

## APPLICANT INFORMATION

NAME OF APPLICANT \_\_\_\_\_

NAME OF EVENT ORGANIZER/PRODUCER \_\_\_\_\_

PRODUCTION COMPANY/ORGANIZATION \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

APT/UNIT/SUITE \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

DAYTIME PHONE \_\_\_\_\_

FAX \_\_\_\_\_

CELL PHONE \_\_\_\_\_

EVENT DAY ON-SITE CONTACT \* REQUIRED \_\_\_\_\_

DAYTIME PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

EVENT SPONSOR: Are you, the applicant, organizing this event on behalf of another organization?

(Please check No or Yes Below)

☐ No ☐ Yes → Name of Organization: \_\_\_\_\_

NAME OF SPONSORING ORGANIZATION CONTACT \_\_\_\_\_

SPONSORING ORG. CONTACT PHONE \_\_\_\_\_

ADDRESS OF SPONSORING ORGANIZATION \_\_\_\_\_

CITY \_\_\_\_\_

ZIP CODE \_\_\_\_\_

Additional Documentation Required: If you checked "Yes" above, please submit an endorsement letter from the organization (on their official Letterhead) on whose behalf you are organizing this event.

Is the sponsoring organization a 501(c) (3)?

(Please check No or Yes below.)

☐ No ☐ Yes → Please attach current verification of 501(c) (3) status

Does the sponsoring organization have an ST-105 General Sales Tax Exemption Status?

(Please check No or Yes below.)

☐ No ☐ Yes → Please attach current verification of ST-105 status

FEDERAL TAX ID # \_\_\_\_\_

## EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time:

Finish Time:

Additional Information Required: Please attach a schedule if your event includes multiple days and/or varying times.

SET-UP TIME(S)

TEAR-DOWN

From: To:

From: To:

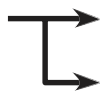
EXPECTED NUMBER OF PARTICIPANTS:

If the event is reoccurring, please submit the past number of participants below.

2022 NUMBER OF PARTICIPANTS:

2021 NUMBER OF PARTICIPANTS:

PREVIOUS YEAR DATE/LOCATION: Has this event been previously held?  
(Please check No or Yes below.)

☐ No☐ Yes

Event Name: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_

## EVENT DESCRIPTION

Please check what type of event this is (Check all that apply) and write a brief description of your event.

☐ Walk/Run

☐ Cultural Event

☐ Other event, please describe:

☐ Art Fair/Festival

☐ Public Rally/March

☐ Concert/Performance

☐ Bike Ride

☐ Service

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Brief Description of Event:

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Please provide a detailed description of your event. Document(s) with this information or other materials describing this event may be attached.

## PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed

## EVENT LOGISTICS

All event logistics are subject to the approval of the "EPRB." Additionally, certain event features, such as street closures and separate permits from the City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or e-mail [Nancy.Wilson@coei.org](mailto:Nancy.Wilson@coei.org)

### FOOD AND ALCOHOLIC BEVERAGES:

Are you requesting permission to serve and/or sample food and/or beverages?

(Please check the appropriate response.)

☐

No

☐

Yes, to the participants only

☐

Yes, to the general public

**No Food or Alcoholic Beverages may be sold on Park Property.**

If applicable  Name of Caterer/Vendor: \_\_\_\_\_

IF YES, please describe:

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**Additional Information Required:** If you checked "Yes" above, a Short Term Permit is required from the Elkhart County Health Department.

Indicate location where food/beverages will be served on the Site Map.

### TENTS AND CANOPIES

If you plan to erect tents or canopies, describe and give the number of tents and/or canopies, along with the sizes of each. A separate sheet with this information may be attached. All tents and/or canopies must be indicated on the Site Map. The Event Organizer is responsible for any damage caused to City/Park property/facility and must consult "BOW" prior to installation.

#### Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐

No

☐

Yes



Number of Tents/Canopies: \_\_\_\_\_

Tent/Canopy Size(s): \_\_\_\_\_

(If you have multiple tents/canopies with varying sizes, indicate the number with the corresponding size.)

The following is required for tents over 400 square feet (20 ft. X 20 ft.):

Require inspections by the Elkhart City Fire Department. Refer to Indiana Fire Code 3103.2

Utilities must be marked. Call 811 for Utilities to mark the tent area.

**Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-296-9331**

**Additional Documentation Required:** If you checked "Yes" above, please indicate the number of tents with the corresponding size.

Document with this information may be attached. All tents and/or canopies must be indicated on the Site Map.

### VEHICLES

Are you requesting permission to operate staff/supply vehicles on City/"EPRB" service roads for delivery of equipment, supplies, or catering/vending?

☐

No

☐

Yes



Number of Vehicles: \_\_\_\_\_

Vehicle Description(s): \_\_\_\_\_

Are you requesting permission to retain vehicles on-site for the duration of the event?

☐

No

☐

Yes



Number of Vehicles: \_\_\_\_\_

Vehicle Description(s): \_\_\_\_\_




## STAGES/PLATFORMS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached.

Will your event include the installation of stages/platforms? The "BOW" must approve the location of the stages/platforms.

(Please check No or Yes below.) **NO STAGES ARE PROVIDED OR AVAILABLE FROM THE CITY OF ELKHART OR ITS DEPARTMENTS.**

**\*May require additional insurance.**

☐ No ☐ Yes  Number of Stage(s): \_\_\_\_\_

 Stage Description(s): \_\_\_\_\_

Stage Owner \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: Street, City, State, Zip \_\_\_\_\_

Stage Specs will be required.

**Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of stages/platforms on the Site Map.**

## PORTABLE TOILETS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached. All portable toilets must be removed from City/"EPRB" property within 48 hours of event (if the event is on a Saturday or a Sunday, portable toilets must be removed that following Monday). The location must be approved by the City/"EPRB."

**ADA-compliant toilets are required for Public Gatherings.**

☐ No ☐ Yes  Number of Portable Toilets: \_\_\_\_\_ **AND** Number of Accessible ADA Portable Toilets: \_\_\_\_\_

 Company/Description(s): \_\_\_\_\_

**Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of portable toilets on the Site Map**

## FENCING

Will the event include the installation of event fencing by the Event Organizer? The location of the fencing must be approved by the "BOW"/"EPRB."

(Please check No or Yes below.)

☐ No ☐ Yes  Description: \_\_\_\_\_

**May require a call to 811 for location marking of Utilities. Buildings and Grounds must also approve to make sure sprinkler lines are not in jeopardy.**

## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

Will the event require Emergency Support Services?

(Please check No or Yes below.)

☐ No ☐ Yes  \_\_\_\_\_

Number of Emergency Management Staff Requested

☐ \$50.00 Minimum of two Event Personnel \_\_\_\_\_

☐ \$25.00 Event Personnel each per event \_\_\_\_\_

**Total Cost \$** \_\_\_\_\_

**Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of personnel and where they should be located on the site map. A separate meeting may be required with the Emergency Management Personnel.**

## FIRE DEPARTMENT

EMERGENCY MEDICAL SERVICES REQUESTED: Please indicate what services you are requesting. Mark all that are requested:

☐ No ☐ Yes →

Time(s) Requested: \_\_\_\_\_

- ☐ Ambulance(s) Number Requested \_\_\_\_\_
- ☐ Medic Kubota
- ☐ Fire Truck
- ☐ First Aid Station

Please indicate your reason that a Fire Truck may be needed at your Event. **Please include any special requests.**

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

FENCING: The following are available for a fee. Mark all that are requested:

- ☐ Event Fencing Number of Sections Requested \_\_\_\_\_ Other \_\_\_\_\_
- ☐ Snow Fencing Number of Feet Requested \_\_\_\_\_ Other \_\_\_\_\_

**Additional fees may apply.**

### WASTE RECEPTACLES

Will the event require additional waste receptacles? The location of the waste receptacles must be approved by the "BOW"/"EPRB."

(Please check No or Yes below.) **Additional fees may apply.**

☐ No ☐ Yes →

Will the event require Buildings & Grounds to set up or deliver other equipment? If Yes, please list below.

(Please check No or Yes below.)

☐ No ☐ Yes →

Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of fencing on the site map.

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☐ No ☐ Yes →

- ☐ Golf Cars ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
- ☐ Risers ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
- ☐ Stage ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
- ☐ Trailer (tables/chairs) ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)

**NOTE: Bleachers and Stages are not available for public or private use.**

City Departments Only may request the use of these items.

## POLICE DEPARTMENT

POLICE SERVICES: Please indicate what services you are requesting. Mark all that are requested:

☐ No ☐ Yes 

Please indicate why you feel Police presence may be needed at your Event.

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Additional Information May Be Required.

## STREET DEPARTMENT

STREET CLOSURES: Will you be requiring closure of City streets for your event?

☐ No ☐ Yes 

Please mark all that may apply:

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

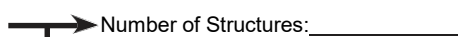
Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

## OTHER STRUCTURES

Will your event include other structures not identified above? The location of all other structures must be approved by the "EPRB".

(Please check No or Yes below.)

☐ No ☐ Yes 

 Description(s): \_\_\_\_\_

Additional Information Required: If you checked "Yes" above, please indicate the location of all stages/platforms, portable toilets, fencing, barricades and all other structures on the Site Map. Ordering of all equipment must be done by the Event Organizer.

## BOARD OF WORKS PERMITS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached.  
Are you requesting the use of City Plaza?

Water:

- ☐ Yes  
☐ No

Electric:

- ☐ Yes  
☐ No

Plaza Sign:

- ☐ Yes  
☐ No

Sign Information: \_\_\_\_\_

Bridge Banner:

- ☐ Yes  
☐ No

Please indicate location:

- ☐ Bridge Banner- North Main Street- Memorial Bridge  
☐ Bridge Banner – Johnson Street

## NOISE ORDINANCE

Will the event require an exception to noise by the Event Organizer?

(Please check No or Yes below.)

☐ No ☐ Yes  Reason: \_\_\_\_\_

Parade and Special Exception to Noise Ordinance:

- ☐ Yes  
☐ No

Public Assembly and Special Exception to Noise Ordinance:

- ☐ Yes  
☐ No

Special Exception to Noise Ordinance:

- ☐ Yes  
☐ No

Persons or entities affected by this special exception to the Noise Ordinance: (required)

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What measures will be taken to mitigate the impact of the Noise exception on surrounding persons (required)

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## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

- A. This emergency action plan predetermines actions to take before and during the EVENT in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.
  - B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include but are not limited to Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.
- 

### BASIC PLAN

- A. The emergency action plan event representative will be identified as the point of contact for all communications regarding the event. This person is identified as the primary contact and must be present during the event:

**Contact full name** (first/last name):

**Contact cell number** (area code plus number):

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## EVENT MAPS

### SITE MAP (Required for all Applicants)

Please attach a Site Map clearly indicating the set-up of the event. An example would be the Start/Finish of a walk, run, or race event and/or the set-up area of a festival or cultural event. The Site Map should indicate the relative location of the following; all sources of amplified sound and the direction of the sound; tents and canopies with sizes, stages, promotional vehicles, portable toilets, fencing, barricades, and other structures; proposed driving paths for all equipment and supply vehicles; location of vehicles you wish to retain on "EPRB" property during the event; locations of food and proposed street closures. All site Maps are subject to the approval of "EPRB."

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### ROUTE MAP (Runs, Walks, Bike Rides)

All events that include a run/ walk or other activity in which participants will be following a course will be required to attach a Route Map and a written document of the proposed route of the event. All proposed Route Maps are subject to "EPRB" approval. The use of any outside the Parkways or parks, such as City streets, must be approved by the Board of Public Works.

For a more detailed Route Map, it is recommended to use mapmyrun.com (this is a free website), Bing maps, or Google maps

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## ELKHART COUNTY HEALTH DEPARTMENT

An Elkhart County Health Department Permit for food and beverage must accompany event plans. Please contact the Elkhart County Health Department at 574-523-2283.

## INDEMNIFICATION, WAIVER AND RELEASE

In consideration of the granting of a Permit by the BOARD OF PUBLIC WORKS and/or the BOARD OF PARKS AND RECREATION, I hereby release, discharge, indemnify, protect and hold harmless the City of Elkhart, Indiana, and all of its agents, officials, and employees, of and from any and all claims, demands, damages, both compensatory and punitive, actions, causes of actions, costs, loss of services or consortium, and any expenses incurred for all personal injury or property damage sustained by me or any third party arising out of or in any way involving the use of the City's property during the event. I further agree to indemnify, protect, and hold harmless the City of Elkhart from any and all claims and causes of action, including attorney fees, caused by my negligence or willful conduct that is in any way related to the use of the City's property. I am more than 18 years of age and am fully competent. I have read in full this agreement and understand and agree to all of its terms and conditions. I have signed this instrument voluntarily and with full knowledge of the fact that I am waiving and releasing any and all claims for myself that may subsequently arise, regardless of their nature and extent. Furthermore, if signed on behalf of an entity, I swear and affirm that I am duly authorized to execute this INDEMNIFICATION, WAIVER, AND RELEASE on behalf of the entity.

## APPLICANT SIGNATURE

I have read the terms and conditions outlined in this document and the City of Elkhart, City of Elkhart Board of Works, and the City of Elkhart Park & Recreation Board Code of Ordinances and agree to abide by them.

Unless expressly provided for in the permit, Use & Event Permits do not grant the permit holder exclusive rights to park property, including but not limited to any right to restrict access, use, and First Amendment activities of any person on park property open to the general public.

I agree to be bound by the above terms as a condition to the issuance of a Special Event Permit. All payments are due upon the BOW and EPRD final approval.

**THIS DOCUMENT CONTAINS A RELEASE OF ALL CLAIMS AND A WAIVER OF RIGHTS. I HAVE CAREFULLY READ ALL OF ITS TERMS AND RETAINED A COPY OF THIS DOCUMENT FOR MY OWN RECORDS.**

\_\_\_\_\_  
PRINTED NAME OF APPLICANT

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESSED: Clerk of the Board of Works

Date \_\_\_\_\_

**APPROVED: BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
President

Date \_\_\_\_\_

**RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)**

\_\_\_\_\_  
President or Secretary

Date \_\_\_\_\_



## MEMO

To: Board of Elkhart Parks and Recreation

From: Jamison Czarnecki, Superintendent

Date: 4-18-2023

Re: Parks Department Report

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### Superintendent's Update (Jamison Czarnecki)

- We are actively training and hiring for seasonal help and are still in a great need for umpires, lifeguards, and camp counselors.
- The new software program should roll out begin before the facilities open for the season and will help us track data much better and be a great user friendly system for our residents.
- May 6<sup>th</sup> is the start of the Farmers Market so please spread the word! We have many new vendors and will have some great updates this year. Reminder that the new times are 9am to 1pm. New punch cards as well!
- We are pleased to have Mandi Null join us as our new front office secretary.

### Events and Volunteers Report (Sherry Krask and Maddy Gordon)

- This year at the Farmers Market, we are launching a Loyalty Punch Card to reward shoppers who visit the market frequently. For every ten visits, shoppers will receive a prize that has been generously donation by a local business in our community. So far we have the following businesses as sponsors:
  - ADEC, The Awakening Realm, Bird in the Hand, The Craftsman's Daughter, The Dutch Kernel, Golden Bear Bikes, Hopman Jewelers, Hotel Elkhart, INOVA Federal Credit Union, Midwest Museum of American Art, Mini Delights Bake Shoppe, Vanilla Bean Creamery, The Vine, and the Wellfield Botanic Gardens.
- This month we announced a brand new event for the Parks Department: Island of Blues. Although this will be our first year putting on this event, we are reviving it from its glory days back in the 2000s. The event is taking place on September 16<sup>th</sup> at Island Park and will feature blues performers throughout the day, BBQ and dessert vendors, and a friendly "best sauce" competition between the vendors.
- The Parks Department is hosting 3 park clean-ups this month. Two have already taken place and we have one more to go. We collaborated with Utilimaster on April 14<sup>th</sup> at Studebaker Park from 1-3PM to clean-up trash. Then, we hosted THOR on April 17<sup>th</sup> at McNaughton Park from 10AM-12PM and this Saturday we are assisting Truma Corp with their third annual Earth Day clean-up and celebration at Island Park from 10AM-1PM. We are also joining the EEC for their Stewardship Project tomorrow to remove invasive honeysuckle from Pinewood Park from 5:30-7:30PM.

### Programming and Recreation Report (Luisa Ixmattlahua)

#### March Programs

- We like to say a special thank you to Police Officer Phillip Wang, who has been mentoring and playing basketball with the youth daily.
- Roosevelt Center Programs 4:30-5:30 pm -128 participants



- Monday, "Chess Club" open to our 2nd -8th graders – 4 participants
- Tuesday, "Sports Clinic" open to our 2nd-8th graders-20 participants
- Wednesday, "Picture Perfect" is open to all ages.- 1
- High School Mentors- 10 participants
- Community Programs updates
  - "Line Dancing" on March 16, 23, and 30 from 6:00-8:00 pm will cost \$5 and be open to all ages in the community. - Total of 38 participants. Rusty Ritchie has volunteered to do another 12-week series of Line Dancing at High Dive.
  - "Basic Digital Photography Seminar" on March 21- May 9, from 5:00-8:00 pm \$20.00 per participant. – 7 participants
  - "Intro to Water Color" on March 30 from 6:00 – 8:00 pm for adults; \$35.00 per participant. – 3 participants
  - "Fun with Water Color for Kids" on March 23 from 6:00 pm- 7:15 pm for ages 5-7 years old; the cost is \$25.00 per participant.- 5 participants

#### April Programs

- "Line Dancing" will continue on Thursday, April 18 - from 6:00-8:00 pm will cost \$5 and be open to all ages in the community.
- "Basic Digital Photography Seminar" on Tuesday, April 4- May 9, from 5:00-8:00 pm \$20.00 per participant. – 7 participants
- "CPR" on Saturday April 8 – from 1:00-3:00 pm cost \$15.00 – 15 participants
- "Fun with Water Color for Kids" on Thursday, April 20 from 6:00 pm- 7:15 pm for ages 8-11 years old; the cost is \$25.00 per participant.
- "Getting College Smart: Money Management" Spanish on Wednesday, April 19 from 6:00-7:30 pm and English on April 26 from 6:00- 7:30 pm.
- "Intro to Water Color" on Thursday, April 27 from 6:00 – 8:00 pm for adults; \$35.00 per participant.
- "Bird Hikes" is open to only Association for the Disabled of Elkhart County (ADEC) members. River Greenway Trail April 11 & 25 from 9:30-10:30 am - 50 participants.

#### Ranger Report (Ranger Stan McCray)

March 1-31, 2023

#### Citations

- None written.

#### Various Park Activities and number of people participating.

- Baseball (16), Basketball (32), Biking (63), Canoeing/Kayaking (2), Dancing/Music (10), Fishing (54), Football (6), Pickleball (14), **Parking/Sitting (603)**, Grilling/Picnic (8), **Playground (273)**, Scooters (2), Soccer (40), Skateboarding (51), **Walking/jogging (681)**, **Walking Dog (155)**, Tennis (10) and Other (7). Grand Total Patrons – 2,027





## **Damage**

- March 10, 2023 – Ranger Danh reported graffiti on the west side fence support wall, a broken trash container, and a broken light fixture on the north end of the stone retaining wall on the east side of the Elkhart River at NIBCO and Kardzhali Parks. The damage was reported on Myelkhart311.
- March 20, 2023 – While patrolling, Ranger Danh found graffiti on the bridge that leads to Bi-Centennial Park from Island Park, which was reported on Myelkhart311.
- March 23, 2023 – While patrolling, Ranger Nhim reported graffiti on the north side of the Woodlawn Nature Building. The damage was reported on Myelkhart311.
- March 24, 2023 – While patrolling Ranger Keen observed a female cutting down trees at McNaughton Park. The woman was warned by Ranger Keen and an EPD officer to stop her actions or she would have serious consequences.

## **Other**

- Mar. 1, 2023 – While on patrol, Ranger Keen observed a male subject hitting golf balls at Studebaker Park. Ranger Keen advised the man of the danger of his actions and the man left the park without incident.
- Mar. 3, 2023 – While on patrol, Ranger Coleman was advised by a park patron that there was a roof leak inside the Willowdale Park Pavilion on the upper sides of the fireplace. Ranger reported the issue on Myelkhart311.
- March 10, 2023 - While patrolling Pierre Moran Park, Ranger Keen observed two truck trailers parked in the parking lot. Keen contacted the Elkhart Police Dept. who were able to locate the owner and later had the trailers moved from the property.
- March 11, 2023 – While patrolling, Ranger Keen spoke to park patrons at High Dive and Island Parks about feeding the geese.
- March 26, 2023 - Ranger Keen assisted a park patron that was accidentally locked out of the Pierre Moran Pavilion, which they had rented.
- March 28, 2023 – Ranger Keen reported speaking to a man at High Dive Park who was drinking beer and explained that alcoholic beverages were not allowed in the parks.

## End of Report ##