

PARK BOARD AGENDA



MEETING SCHEDULE

Tuesday, April 19, 2022 at 3:30 pm

Council Chambers

229 S. 2nd Street, Elkhart, IN 46516

CALL TO ORDER

1. ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

- March 15, 2022

4. APPROVAL OF FINANCIALS

- Claims - \$72,612.76
- Donations – \$0
- Grants - \$0

5. NEW BUSINESS MATTERS

- a. Geese Banding Permission
- b. Elkhart Public Library Request for Summer Reading Challenge Rewards
- c. Memorandum of Understanding Summer Fitness Class
- d. Resolution 2022-01 Resolution to Dispose of Surplus Property
- e. Rhapsody Arts & Music Festival Band Contracts
- f. Summer Chill Concert Series Band Contracts

6. OLD BUSINESS

- a. None

7. USE AND EVENT PERMIT

- a. Southern Midwest Festival – May 7, 2022 – Roosevelt Park
- b. Compassion Walk – May 7, 2022 – Island Park
- c. Cup Memorial – June 10-24, 2022 – Roosevelt Park
- d. Celebration of Life: Spud & Smurf – June 18, 2022 – Ullery Park
- e. Elkhart Juneteenth Celebration – June 19, 2022 – Roosevelt Park
- f. Rhapsody Arts & Music Festival – June 10 & 11, 2022 – Island Park
- g. 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 PARK BOARD MEETING FINANCIALS ONLY WEDNESDAY, MAY 4, 2022 AT THE PARKS OFFICE

NEXT REGULAR PARK BOARD MEETING MAY 17, 2022, COUNCIL CHAMBERS.

City of Elkhart Parks & Recreation Park Board Minutes



DATE: March 15, 2022

TIME: 3:30 PM

LOCATION: City of Elkhart Parks & Recreation
Council Chambers,
229 S. 2nd Street. Elkhart. IN 46516

Call to Order at 3:30 PM.

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

Sarah Santerre President	Nekeisha Alayna Alexis Vice President	Kim Henke Secretary Absent	Mark Datema Treasurer

2. Approval of Agenda

Motion to Approve Agenda

Motion: MD

Second: NAA

Motion Passes with unanimous voice vote

3. Approval of Minutes

February 15, 2022

Motion: NAA

Second: MD

Motion Passes with unanimous voice vote

4. Approval of Financials

Claims: \$49,545.67

Donations:

Grants: None

Motion to discuss, approve and place on file

Motion: MD

Second: NAA

Motion passes with unanimous voice vote

5. New Business

a. Introduction of Brandon Aguilar

Mr. Czarnecki introduces Brandon Aguilar, the new Program and Recreation Coordinator for the Department.

Mr. Aguilar greets the Board and provides information about his education and previous work experience and qualifications.

b. Purdue University Extension 4-H Youth Development Memorandum of Understanding

Mr. Brown presents the memorandum to the Board. The Department is partnering with the Purdue Extension to offer a life skills class. The class will teach skills such as disc golf, cooking, and healthy living to participants.

Motion to Approve

City of Elkhart Parks & Recreation

Park Board Minutes



Motion: MD
Second: NAA
Motion passes with unanimous voice vote

6. Old Business - NONE

7. Use and Event Permit Requests

- a. **A Taste of Black Excellence – May 1, 2022 – McNaughton Park**
Ms. Ashley Spencer presents the permit. This is the second year for the event.
Ms. Alexis inquires about publicity for the event.
Ms. Spencer states that she will be putting out flyers as well as using social media.
Motion to Approve
Motion: MD
Second: NAA
Motion Passes with unanimous voice vote
- b. **Stemm Lawson Peterson Memorial Walk – May 21, 2022 – Walker Park**
Ms. Sally Nielsen of Stemm Lawson Peterson Funeral Home presents the permit. This is the second year for the event. The event is held for families that the funeral home has serviced, but they also welcome the public.
Motion to Approve
Motion: NAA
Second: MD
Motion Passes with unanimous voice vote
- c. **Flags from the Heart – May 28-30, 2022 – Lundquist-Bicentennial Park**
Mrs. Karin Frey of the Elkhart Lions presents the permit. This is the eleventh year for the event. Flags are purchased to memorialize or honor veterans. The money collected goes for eyesight testing for children in Elkhart. This year, the flags will be placed around the park along the path to make it accessible for all.
Motion to Approve
Motion: MD
Second: NAA
Motion passes with unanimous voice vote
- d. **EPD 5K-9 Run/1 Mile Walk – May 21, 2022 – American Park & Riverwalk**
Cpl. Jared Davies of the Elkhart Police Department presents the permit. This is the second year for the event. The route will be the same as last year. Last year they had around 170 people participate.
Mrs. Santerre inquires if participants can bring their dogs.
Cpl. Davies states that the event is dog friendly.
Ms. Alexis inquires if the K9s run the race.
Cpl. Davies states that the K9s do not run, but they will do a demo.
Mrs. Santerre inquires if there will be any fundraising or concessions.
Cpl. Davies states that any money made by the run will go towards a dog wash station for the K9s.
Motion to approve
Motion: MD
Second: NAA
Motion passes with unanimous voice vote
- e. **Elkhart Family Fish Fest – June 4 & 5, 2022 – NIBCO Water & Ice Park**
Mr. Daragh Deegan, Aquatic Biologist, presents the permit. This is an annual event held during the Indiana free fishing weekend. It is a catch-and-release fishing competition. Bait and fishing poles are provided for participants to use for free. Prizes are awarded. They would like to use NIBCO Water and Ice Park for registrations and to store supplies.

City of Elkhart Parks & Recreation

Park Board Minutes



Motion to Approve

Motion: MD

Second: NAA

Motion passes with unanimous voice vote

- f. G 1 God 1st – August 20, 2022 – High Dive Pavilion

Mr. John Hunt presents the permit. He would like to hold a fish fry fundraiser. He held one last year for the women's shelter. This year the money will go to LADD, which provides housing for the developmentally disabled in Michigan, and St. Jude's Children's Hospital. Mr. Hunt presents the Board with his paperwork from the County Health Department.

Mrs. Santerre inquires how the event will be promoted.

Mr. Hunt says he will have flyers and social media.

Motion to Approve

Motion: MD

Second: NAA

Motion passes with unanimous voice vote

- g. Elkhart Farmers Market – Saturdays, May 28 – September 24, 2022 – Kardzhali Park

Ms. Sherry Krask, Event Coordinator, presents the permit. This is the fifth year for the Farmers Market.

Mrs. Santerre inquires if there are any changes from the previous year.

Ms. Krask states that it will remain the same although there has been some talk of moving the market's location.

Ms. Alexis inquires who people should contact if they want to participate.

Ms. Krask states they can contact her and there are also links online on the website and social media.

Motion to Approve

Motion: NAA

Second: MD

Motion passes with unanimous voice vote

8. Department Report

Mr. Czarnecki informs the Board that the City is developing a goose management program and public input meetings will be held.

NIBCO Water and Ice Park closed for the season with a successful Fiesta Weekend.

The Department is looking for volunteer coaches for youth soccer.

Mr. Brown informs the Board that the Department is partnering with organizations to provide a spring break program for the kids at the Tolson Community Center.

9. Approval for Correspondence - None

10. Public Input/Privilege of the Floor

Mrs. Santerre opens privilege of the floor.

Mrs. Santerre inquires about putting in a memorial bench at Walker Park. Mr. Czarnecki states that he is working on the Memorial Tree and Bench Program and hopes to roll it out by May. In the meantime, the public is welcome to call Mr. Czarnecki to discuss it.

Mr. Datema states that he has read on social media some complaints that the Walker Park playground doesn't have inclusive elements. Mr. Czarnecki states that McNaughton Park and High Dive Park have inclusive elements. The Department's goal is to have more. The playground at Walker Park will be replaced in the next few years.

City of Elkhart Parks & Recreation

Park Board Minutes



Mrs. Santerre closes privilege of the floor.

11. Approval for Adjournment

Motion to adjourn

Motion: MD

Second: NAA

Motion Passes with unanimous voice vote

Adjourn 4:19 pm

PARKS & RECREATION STAFF MEMBERS IN ATTENDANCE

Jamison Czarnecki, Superintendent	Leslie Wingard, Accounting Specialist
Clayton Brown, Program Coordinator	Jennifer Kobie, Recording Secretary
Brandon Aguilar, Recreation & Program Coordinator	Sherry Krask, Event Coordinator, via Webex

ADDITIONAL CITY EMPLOYEES AND GUESTS IN ATTENDANCE

Mr. David Hopkins, IT Department	Ms. Rose Rivera, Legal Department	Mr. Joe Foy, Public Works
Mrs. Karin Frey	Cpl. Jared Davies, Elkhart Police	Mr. Daragh Deegan, Public Works
Ms. Sally Nielsen	Ms. Ashley Spencer, via Webex	

Minutes Certification:

Respectfully Submitted,

Recording Secretary Jennifer Kobie

Date

Park Board President Sarah Santerre


Date

Park Board Secretary Kim Henke

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 18, 2022  JAMIE ARCE - CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$72,612.763** AS LISTED ON THE REGISTER ATTACHED HERETO CONSISTING OF 29 PAGES, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 19TH DAY OF APRIL 2022 BY:

PRESIDENT

SARAH SANTERRE

VICE PRESIDENT

NEKEISHA ALAYNA ALEXIS

SECRETARY

KIM HENKE

TREASURER

MARK DATEMA

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

4/18/2022 9:17 AM

A/P Direct Item Register

PAGE: 1

PACKET: 46893 LW 4.19.22 PARKS

VENDOR SET: 01 City of Elkhart

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

ITM DATE		GROSS		P.O. #	
-----ID-----	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	---ACCOUNT NAME-- DISTRIBUTION
=====					
01-024096 AMAZON CAPITAL SERVICES INC					
I-17NP-6G4J-FCGY	4/19/2022	FROSTY 5K REPLACEMENT AWARDS	109.78		
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N	
		FROSTY 5K REPLACEMENT AWARDS		286 5-630-422.0100	OPERATING SUPPL 109.78
I-1FLR-M1CJ-YG9W	4/19/2022	LAPTOP CHARGER - CLARENCE	23.98		
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N	
		LAPTOP CHARGER - CLARENCE		204 5-501-421.0500	OFFICE SUPPLIES 17.99
		SHIPPING/HANDLING		204 5-501-439.0900	OTHER SERVICES 5.99
I-1GRG-QMFM-R9VY	4/19/2022	AMAZON CAPITAL SERVICES INC	267.11		
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N	
		CHARGERS & WHITE BOARD SUPPS		204 5-501-421.0500	OFFICE SUPPLIES 241.13
		SHIPPING/HANDLING		204 5-501-439.0900	OTHER SERVICES 25.98
I-1GVQ-4QHR-Y47G	4/19/2022	MOUSE PADS	15.96		
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N	
		MOUSE PADS		204 5-501-421.0500	OFFICE SUPPLIES 15.96
I-1KWQ-91CG-WT9L	4/19/2022	CALENDERS/MARKERS	60.86		
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N	
		CALENDERS/MARKERS		204 5-501-421.0500	OFFICE SUPPLIES 60.86
I-1P7C-CVDF-G9JN	4/19/2022	DESK ORGANIZERS	36.39		
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N	
		DESK ORGANIZERS		204 5-501-421.0500	OFFICE SUPPLIES 36.39
I-1PHF-1YDK-FRQC	4/19/2022	RANGER JACKET	100.87		
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N	
		RANGER JACKET		204 5-501-422.0150	OPERATING SUPPL 100.87
I-1TYP-HVD-97G4	4/19/2022	RANGER JACKET	32.20		
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N	
		RANGER JACKET		204 5-501-422.0150	OPERATING SUPPL 26.21
		SHIPPING/HANDLING		204 5-501-439.0900	OTHER SERVICES 5.99
		=== VENDOR TOTALS ===	647.15		
=====					
01-001154 B E S INC					
I-182135	4/19/2022	CONCESSIONS - RIVERVIEW SB	547.95		
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N	
		CONCESSIONS - RIVERVIEW SB		286 5-580-422.0100	OPERATING SUPPL 547.95
		=== VENDOR TOTALS ===	547.95		

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PACKET: 46893 IN 4.19.22 PARKS

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	---ACCOUNT NAME---	DISTRIBUTION
=====						
01-000212	BUGSY'S ELKHART EXTERMINA					
I-22664	4/19/2022	MONTHLY PEST CONTROL - MARCH	180.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		MONTHLY PEST CONTROL - MARCH		204 5-501-439.0912	CONTRACT SERVIC	180.00
	=== VENDOR TOTALS ===		180.00			
=====						
01-011565	CDW GOVERNMENT INC					
I-P826422	4/19/2022	SURFACE DOCK	165.33			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		SURFACE DOCK		204 5-501-421.0500	OFFICE SUPPLIES	165.33
I-V551274	4/19/2022	LAPTOP AND DOCK	1,447.85			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		LAPTOP AND DOCK		204 5-501-421.0500	OFFICE SUPPLIES	1,447.85
I-V758924	4/19/2022	SURFACE DOCK	158.46			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		SURFACE DOCK		204 5-501-421.0500	OFFICE SUPPLIES	158.46
	=== VENDOR TOTALS ===		1,771.64			
=====						
01-025009	CLARENCE THOMAS					
I-CS201234	4/19/2022	CLARENCE THOMAS:	23.30			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		DAY CAMP SUPPLIES		204 5-501-422.0150	OPERATING SUPPL	23.30
	=== VENDOR TOTALS ===		23.30			
=====						
01-001108	DELL MARKETING L.P.					
I-10575764168	4/19/2022	DELL MONITOR FOR BRANDON	160.41			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		DELL MONITOR FOR BRANDON		204 5-501-422.0150	OPERATING SUPPL	160.41
	=== VENDOR TOTALS ===		160.41			
=====						
01-023914	DISCOUNT FENCE SUPPLY INC					
I-1422344	4/19/2022	DISCOUNT FENCE SUPPLY INC	1,096.34			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		RIVERVIEW SOFTBALL FENCING		286 5-508-422.0101	OPERATING SUPPL	1,096.34
	=== VENDOR TOTALS ===		1,096.34			

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A/P Direct Item Register

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PACKET: 46893 LW 4.19.22 PARKS

VENDOR SET: 01 City of Elkhart

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-021854	EDWARD J. BELLOWS					
I-P0886402	4/19/2022	SOFTBALLS	888.75			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		SOFTBALLS		286 5-508-422.0101	OPERATING SUPPL	873.75
		SHIPPING/HANDLING		286 5-508-439.0901	OTHER SERVICES	15.00
		=== VENDOR TOTALS ===	888.75			

01-006109 GORDON FOOD SERVICE INC

I-779269111	4/19/2022	CLEANING SUPPLIES	53.90			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		CLEANING SUPPLIES		204 5-501-422.0310	HOUSEHOLD, LAUN	53.90
I-779269279	4/14/2022	CONCESSIONS - RIVERVIEW	171.48			
	PK	DUE: 4/14/2022 DISC: 4/14/2022		1099: N		
		CONCESSIONS - RIVERVIEW		286 5-580-422.0100	OPERATING SUPPL	171.48
I-779269297	4/14/2022	CONCESSIONS - RIVERVIEW	153.94			
	PK	DUE: 4/14/2022 DISC: 4/14/2022		1099: N		
		CONCESSIONS - RIVERVIEW		286 5-580-422.0100	OPERATING SUPPL	153.94
I-779269385	4/14/2022	CONCESSIONS - RIVERVIEW	103.89			
	PK	DUE: 4/14/2022 DISC: 4/14/2022		1099: N		
		CONCESSIONS - RIVERVIEW		286 5-580-422.0100	OPERATING SUPPL	103.89
I-779269389	4/14/2022	CONCESSIONS - RIVERVIEW	37.48			
	PK	DUE: 4/14/2022 DISC: 4/14/2022		1099: N		
		CONCESSIONS - RIVERVIEW		286 5-580-422.0100	OPERATING SUPPL	37.48
		=== VENDOR TOTALS ===	520.69			

01-002226 INDIANA PARK AND RECREATION AS

I-34916	4/19/2022	2022 CAMP SUMMIT - BRANDON A.	15.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		2022 CAMP SUMMIT - BRANDON A.		204 5-501-439.0910	EDUCATION	15.00
		=== VENDOR TOTALS ===	15.00			

01-024739 LRS HOLDINGS LLC

I-PS435502	4/19/2022	PORTABLE RSTRM - STUDEBAKER	132.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: Y		
		PORTABLE RSTRM - STUDEBAKER		204 5-501-437.0200	EQUIPMENT LEASE	132.00
I-PS435503	4/19/2022	PORTABLE RSTRM - PIERRE MORAN	132.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: Y		
		PORTABLE RSTRM - PIERRE MORAN		204 5-501-437.0200	EQUIPMENT LEASE	132.00

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-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	---ACCOUNT NAME---	DISTRIBUTION
=====						
01-024739	LRS HOLDINGS LLC	(** CONTINUED **)				
I-PS435504	4/19/2022	PORTABLE RSTRM - MCNAUGHTON	197.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: Y		
		PORTABLE RSTRM - MCNAUGHTON		204 5-501-437.0200	EQUIPMENT LEASE	197.00
I-PS435505	4/19/2022	PORTABLE RSTRM - WALKER PARK	132.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: Y		
		PORTABLE RSTRM - WALKER PARK		204 5-501-437.0200	EQUIPMENT LEASE	132.00
I-PS435506	4/19/2022	PORTABLE RSTRM - WILLOWDALE	132.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: Y		
		PORTABLE RSTRM - WILLOWDALE		204 5-501-437.0200	EQUIPMENT LEASE	132.00
I-PS440030	4/19/2022	PORTABLE RSTRM - STUDEBAKER	132.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: Y		
		PORTABLE RSTRM - STUDEBAKER		204 5-501-437.0200	EQUIPMENT LEASE	132.00
I-PS440031	4/19/2022	PORTABLE RSTRM - PIERRE MORAN	132.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: Y		
		PORTABLE RSTRM - PIERRE MORAN		204 5-501-437.0200	EQUIPMENT LEASE	132.00
I-PS440032	4/19/2022	PORTABLE RSTRM - MCNAUGHTON	197.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: Y		
		PORTABLE RSTRM - MCNAUGHTON		204 5-501-437.0200	EQUIPMENT LEASE	197.00
I-PS440033	4/19/2022	PORTABLE RSTRM - WALKER PARK	132.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: Y		
		PORTABLE RSTRM - WALKER PARK		204 5-501-437.0200	EQUIPMENT LEASE	132.00
I-PS440034	4/19/2022	PORTABLE RSTRM - WILLOWDALE	132.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: Y		
		PORTABLE RSTRM - WILLOWDALE		204 5-501-437.0200	EQUIPMENT LEASE	132.00
=== VENDOR TOTALS ===			1,450.00			
=====						
01-010961	MENARD, INC					
I-3675	4/19/2022	REFRIGERATOR FOR WILLOWDALE	629.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		REFRIGERATOR FOR WILLOWDALE		204 5-501-422.0150	OPERATING SUPPL	629.00
I-4854	4/19/2022	EASTER EGG PAINT	28.31			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		EASTER EGG PAINT		204 5-501-422.0150	OPERATING SUPPL	28.31
=== VENDOR TOTALS ===			657.31			

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A/P Direct Item Register

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====							
01-024509	LATONYA JENNINGS						
I-258	4/19/2022		OFFICE CLEANING - APRIL(1)	300.00			
	PK		DUE: 4/19/2022 DISC: 4/19/2022		1099: Y		
			OFFICE CLEANING - APRIL(1)		204 5-501-439.0912	CONTRACT SERVIC	300.00
I-290	4/19/2022		OFFICE CLEANING - MARCH(2)	300.00			
	PK		DUE: 4/19/2022 DISC: 4/19/2022		1099: Y		
			OFFICE CLEANING - MARCH(2)		204 5-501-439.0912	CONTRACT SERVIC	300.00
			=== VENDOR TOTALS ===	600.00			
=====							
01-019032	PETTY CASH / JAMISON CZARNECKI						
I-2176-00-112089	4/19/2022		CONCESSIONS TRAILER BATTERY	108.06			
	PK		DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
			CONCESSIONS TRAILER BATTERY		286 5-580-422.0100	OPERATING SUPPL	108.06
I-RVSB41922	4/19/2022		PETTY CASH / JAMISON CZARNECK	1,500.00			
	PK		DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
			RIVERVIEW SOFTBALL S/U		204 150.0000	Petty Cash	1,500.00
I-T1691	4/19/2022		PETTY CASH / JAMISON CZARNECK	13.47			
	PK		DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
			SHIRT FOR EASTER COSTUME		286 5-580-422.0100	OPERATING SUPPL	13.47
			=== VENDOR TOTALS ===	1,621.53			
=====							
01-023509	PRINT AND MAIL MANAGEMENT LLC						
I-3097	4/19/2022		RIVERVIEW SOFTBALL BAT STICKE	513.80			
	PK		DUE: 4/19/2022 DISC: 4/19/2022		1099: Y		
			RIVERVIEW SOFTBALL BAT STICKER		286 5-508-422.0101	OPERATING SUPPL	513.80
			=== VENDOR TOTALS ===	513.80			
=====							
01-1	REFUNDS/MANUAL PAYROLL						
I-281930	4/19/2022		SHELISA JEFFERS:	200.00			
	PK		DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
			PAVILION REFUND		204 5-501-458.0000	UNAPPROPRIATED	186.92
			SALES TAX REFUND		725 4-000-312.0708	PARKS SALES TAX	13.08
			=== VENDOR TOTALS ===	200.00			

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PACKET: 46893 LW 4.19.22 PARKS

VENDOR SET: 01 City of Elkhart

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-1	REFUNDS/MANUAL PAYROLL					
I-282104	4/14/2022	BETTY FRANK:	25.00			
	PK	DUE: 4/14/2022 DISC: 4/14/2022		1099: N		
		EVENT REFUND		286 5-630-458.0000	UNAPPROPRIATED	25.00
	=== VENDOR TOTALS ===		25.00			
01-1	REFUNDS/MANUAL PAYROLL					
I-282302	4/19/2022	TAMMIE MARLOWE:	25.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		TAMMIE MARLOWE:		286 5-630-458.0000	UNAPPROPRIATED	25.00
	=== VENDOR TOTALS ===		25.00			
01-1	REFUNDS/MANUAL PAYROLL					
I-282365	4/19/2022	SAVANNA PRESTLY:	200.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		PAVILION REFUND		204 5-501-458.0000	UNAPPROPRIATED	186.92
		SALES TAX REFUND		725 4-000-312.0708	PARKS SALES TAX	13.08
	=== VENDOR TOTALS ===		200.00			
01-1	REFUNDS/MANUAL PAYROLL					
I-282638	4/19/2022	AZUCENA OCAMPO:	20.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		PROGRAM REFUND		286 5-508-458.0000	UNAPPROPRIATED	20.00
	=== VENDOR TOTALS ===		20.00			
01-1	REFUNDS/MANUAL PAYROLL					
I-282691	4/19/2022	TONIA KOHOUT:	150.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		PAVILION REFUND		204 5-501-458.0000	UNAPPROPRIATED	140.19
		SALES TAX REFUND		725 4-000-312.0708	PARKS SALES TAX	9.81
	=== VENDOR TOTALS ===		150.00			
01-1	REFUNDS/MANUAL PAYROLL					
I-283041	4/19/2022	MARIA PITTMAN:	20.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		PROGRAM REFUND		286 5-508-458.0000	UNAPPROPRIATED	20.00
	=== VENDOR TOTALS ===		20.00			

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PACKET: 46893 LW 4.19.22 PARKS

VENDOR SET: 01 City of Elkhart

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-1		REFUNDS/MANUAL PAYROLL				
I-283042	4/19/2022	MICHAEL TOMKO:	20.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		PROGRAM REFUND		286 5-508-458.0000	UNAPPROPRIATED	20.00
		=== VENDOR TOTALS ===	20.00			
01-1		REFUNDS/MANUAL PAYROLL				
I-283054	4/19/2022	MONIQUE BEAN:	450.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		PAVILION REFUND		204 5-501-458.0000	UNAPPROPRIATED	420.56
		SALES TAX REFUND		725 4-000-312.0708	PARKS SALES TAX	29.44
		=== VENDOR TOTALS ===	450.00			
01-1		REFUNDS/MANUAL PAYROLL				
I-283082	4/19/2022	NORMA DEL CARMEN HUEZO:	450.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		PAVILION REFUND		204 5-501-458.0000	UNAPPROPRIATED	420.56
		SALES TAX REFUND		725 4-000-312.0708	PARKS SALES TAX	29.44
		=== VENDOR TOTALS ===	450.00			
01-000068		RICOH USA, INC				
I-5064018516	4/19/2022	PKS COPIER READ - FEB	57.57			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		PKS COPIER RENT - FEB		204 5-501-421.0200	STATIONARY & PR	57.57
I-5064265165	4/19/2022	PKS COPIER RENT - MARCH	84.40			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		PKS COPIER READ - MARCH		204 5-501-421.0200	STATIONARY & PR	84.40
		=== VENDOR TOTALS ===	141.97			
01-001424		RICOH, USA				
I-105953460	4/19/2022	PKS COPIER RENT - MARCH	107.52			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		PKS COPIER RENT - MARCH		204 5-501-437.0200	EQUIPMENT LEASE	107.52
I-106045036	4/19/2022	PKS COPIER RENT - APRIL	107.52			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		PKS COPIER RENT - APRIL		204 5-501-437.0200	EQUIPMENT LEASE	107.52
		=== VENDOR TOTALS ===	215.04			

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PACKET: 46893 LW 4.19.22 PARKS

VENDOR SET: 01 City of Elkhart

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-025015	RUFUS KEEN					
I-17388-4522	4/19/2022	ENGINE OIL FOR TRUCKS	25.15			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		ENGINE OIL FOR TRUCKS		204 5-501-422.0150	OPERATING SUPPL	25.15
	===	VENDOR TOTALS ===	25.15			
=====						
01-022714	RANDAL REYNOLDS					
I-19126464	4/19/2022	ADVERTISING - SPRING POP UP	245.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: Y		
		ADVERTISING - SPRING POP UP		286 5-630-433.0300	ADVERTISING	245.00
	===	VENDOR TOTALS ===	245.00			
=====						
01-003841	SHOFF SECURITY SERVICES , INC					
I-138390	4/19/2022	QTRLY MONITORING - IDEAL BEA	123.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		QTRLY MONITORING - IDEAL BEAC		286 5-509-439.0912	CONTRACT SERVIC	123.00
I-138405	4/19/2022	QRTLY MONITORING - TOLSON	123.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		QRTLY MONITORING - TOLSON		204 5-501-439.0912	CONTRACT SERVIC	123.00
I-138406	4/19/2022	QTRLY MONITORING - NIBCO	123.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		QTRLY MONITORING - NIBCO		204 5-501-439.0912	CONTRACT SERVIC	123.00
I-138444	4/19/2022	QRTLY MONITORING - MCNAUGHTON	123.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		QRTLY MONITORING - MCNAUGHTON		204 5-501-439.0912	CONTRACT SERVIC	123.00
I-138445	4/19/2022	QTRLY MONITORING - PM POOL	123.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		QTRLY MONITORING - PM POOL		204 5-501-439.0912	CONTRACT SERVIC	123.00
I-138497	4/19/2022	QTRLY MONITORING - RIVERVIEW	205.50			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		QTRLY SECURITY - RIVERVIEW		204 5-501-439.0912	CONTRACT SERVIC	205.50
I-138712	4/19/2022	GUARD RESPONSE FEE - ID BEACH	30.00			
	PK	DUE: 4/19/2022 DISC: 4/19/2022		1099: N		
		GUARD RESPONSE FEE - ID BEACH		286 5-509-439.0912	CONTRACT SERVIC	30.00
	===	VENDOR TOTALS ===	850.50			

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PACKET: 46893 LW 4.19.22 PARKS

VENDOR SET: 01 City of Elkhart

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		ITM DATE	BANK CODE -----DESCRIPTION-----		GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====								
01-001181 SPEAR CORPORATION								

I-315963	4/19/2022	PIERRE MORAN POOL CHEMICALS			20,512.52			
	PK	DUE: 4/19/2022 DISC: 4/19/2022				1099: N		
		PIERRE MORAN POOL CHEMICALS				204 5-501-423.0143	CHEMICALS	20,512.52
		=== VENDOR TOTALS ===			20,512.52			
=====								
01-000102 YODER OIL COMPANY INC								

I-CL70913	4/19/2022	PARKS DEPT GASOLINE			743.68			
	PK	DUE: 4/19/2022 DISC: 4/19/2022				1099: N		
		PARKS DEPT GASOLINE				204 5-501-422.0210	GASOLINE	743.68
		=== VENDOR TOTALS ===			743.68			
		=== PACKET TOTALS ===			34,987.73			

PACKET: 46893 LW 4.19.22 PARKS

VENDOR SET: 01 City of Elkhart

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	34,987.73
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	34,987.73
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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	*****LINE ITEM*****		*****GROUP BUDGET*****	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2022		204-150.0000	Petty Cash	1,500.00				
		204-231.0000	ACCTS PAYABLE - PARK & R	30,639.94-*				
		204-5-501-421.0200	STATIONARY & PRINTING	141.97	2,500	2,091.76	186,208	179,498.80
		204-5-501-421.0500	OFFICE SUPPLIES	2,143.97	5,000	2,795.21	186,208	177,496.80
		204-5-501-422.0150	OPERATING SUPPLIES	993.25	47,408	41,616.76	186,208	178,647.52
		204-5-501-422.0210	GASOLINE	743.68	7,500	5,344.17	186,208	178,897.09
		204-5-501-422.0310	HOUSEHOLD, LAUNDRY, CLEA	53.90	2,000	1,916.10	186,208	179,586.87
		204-5-501-423.0143	CHEMICALS	20,512.52	28,750	8,237.48	186,208	159,128.25
		204-5-501-437.0200	EQUIPMENT LEASES	1,665.04	8,400	4,284.92	643,444	533,543.85
		204-5-501-439.0900	OTHER SERVICES & CHARGES	37.96	36,005	32,664.28	643,444	535,170.93
		204-5-501-439.0910	EDUCATION	15.00	5,000	4,095.00	643,444	535,193.89
		204-5-501-439.0912	CONTRACT SERVICES	1,477.50	9,294	5,079.00	643,444	533,731.39
		204-5-501-458.0000	UNAPPROPRIATED	1,355.15	0	2,943.94- Y	452,000	449,056.06
		286-231.0000	ACCTS PAYABLE - PARK PRO	4,252.94-*				
		286-5-508-422.0101	OPERATING SUPPLIES - SOF	2,483.89	16,440	11,078.94	23,440	18,068.37
		286-5-508-439.0901	OTHER SERVICES - SOFTBAL	15.00	16,000	15,872.50	50,500	47,432.14
		286-5-508-458.0000	UNAPPROPRIATED	60.00	0	195.00- Y	0	195.00- Y
		286-5-509-439.0912	CONTRACT SERVICES	153.00	800	524.00	4,200	3,680.17
		286-5-580-422.0100	OPERATING SUPPLIES	1,136.27	50,600	45,925.60	50,600	45,925.60
		286-5-630-422.0100	OPERATING SUPPLIES	109.78	21,000	18,064.65	21,000	18,064.65
		286-5-630-433.0300	ADVERTISING	245.00	12,250	11,680.00	12,250	11,680.00
		286-5-630-458.0000	UNAPPROPRIATED	50.00	0	90.00- Y	0	90.00- Y
		725-231.0000	ACCTS PAYABLE - SALES TA	94.85-*				
		725-4-000-312.0708	*NON-EXPENSE	94.85	0	4,052.81		
		999-130.0204	DUE FROM PARK & RECREATI	30,639.94 *				
		999-130.0286	DUE FROM PARK PROGRAM	4,252.94 *				
		999-130.0725	DUE FROM SALES TAX	94.85 *				
		** 2022 YEAR TOTALS		34,987.73				

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PACKET: 46893 LW 4.19.22 PARKS

VENDOR SET: 01 City of Elkhart

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

** END OF REPORT **

VENDOR	INVOICE#	POST DATE/ BANK	PO #	LINES	G/L ACCOUNT	DESCRIPTION	DISTR/DISC AMOUNT	INVOICE AMOUNT	VENDOR TOTAL
01-017060	TROYER GROUP, T								15,627.50
	23969	4/19/2022				IDEAL BEACH MAS		15,627.50	
	23969	PK	21-00454	1	204 5-501-431.0400	IDEAL BEACH MAS	15,627.50		
01-023914	DF SUPPLY INC								1,440.23
	1422344-1	4/19/2022				RIVERVIEW SOFTB		1,440.23	
	1422344-1	PK	21-00426	1	286 5-508-422.0101	RIVERVIEW SOFTB	1,440.23		

PO#	VENDOR	NAME	STAT	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
21-00426	01-023914	DISCOUNT FENCE SUPPLY INC	R	1,440.23	0.00	1,440.23			1,440.23
					0.00	0.00			
21-00454	01-017060	THE TROYER GROUP, INC.	P	20,000.00	0.00	15,627.50		4,372.50	20,000.00
					0.00	0.00			
=====									
**** TOTALS ****				21,440.23	0.00	17,067.73	0.00	4,372.50	21,440.23
					0.00	0.00	0.00		

PO#	VENDOR	NAME	REL.	STAT	FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
-----	--------	------	------	------	------	---------	-----------------------------------	----------------------------------	-------------------------	-------------	-------

-----RECEIVED AND RELEASED-----
INVOICE COUNT: 2
TOTAL AMOUNT RECEIVED: 17,067.73
TOTAL AMOUNT VOIDED: 0.00
TOTAL AMOUNT PREPAID: 0.00
TOTAL DISCOUNT: 0.00
TOTAL AMOUNT TO PAY: 17,067.73

-----RECEIVED AND NOT RELEASED-----
TOTAL AMOUNT RECEIVED: 0.00
TOTAL AMOUNT VOIDED: 0.00

*** BANK TOTALS ***

BANK PK	NAME	TOTAL RECEIVED	TOTAL PREPAID	TOTAL DISCOUNT	TOTAL TO PAY
	PARK OPERATING	17,067.73	0.00	0.00	17,067.73
		17,067.73	0.00	0.00	17,067.73

GENERAL LEDGER ACCOUNT TOTALS

PERIOD	G/L ACCOUNT	ENCUMBRANCE REMOVED	ACTUAL AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAIL.	ANNUAL BUDGET OVER AVAIL.	BUDGET OVER
4/2022 204	5-501-431.0400 PROFESSIONAL SERVICES	15,627.50	15,627.50				
	** DEPT 501 TOTAL **	15,627.50	15,627.50				
	** FUND TOTAL **	15,627.50	15,627.50				
4/2022 286	5-508-422.0101 OPERATING SUPPLIES - SO	1,440.23	1,440.23				
	** DEPT 508 TOTAL **	1,440.23	1,440.23				
	** FUND TOTAL **	1,440.23	1,440.23				
	** TOTAL **	17,067.73	17,067.73				

=====LINE ITEM=====GROUP BUDGET=====
ANNUAL BUDGET OVER ANNUAL BUDGET OVER
BUDGET AVAIL. BUDG BUDGET AVAIL. BUDG

P U R C H A S E O R D E R R E C E I P T R E G I S T E R
E R R O R L I S T I N G

4/18/2022 8:58 AM
SEQUENCE: VENDOR NUMBER

P.O. NO#	G/L ACCOUNT	VENDOR	PAGE	ERROR MESSAGE
21-00426		01-023914		WARNING: ENCUMBERED IN PRIOR YEAR
21-00454		01-017060		WARNING: ENCUMBERED IN PRIOR YEAR

INV 1422344-1
INV 23969

NUMBER OF WARNINGS: 2
NUMBER OF ERRORS: 0

** END OF REPORT **

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-000209 INDIANA MICHIGAN POWER											
INV	04028164509-032322		4/01/22	0/00/00	4/01/22	N		110 E GARFIELD- PK		181.47	
	MPK		4/01/22		288041			PO:		0.00	
								204-5-501-435.0100	110 E GARFIELD- PK		181.47
INV	04058946304-031522		3/25/22	0/00/00	3/25/22	N		401 RIVERVIEW- PK		20.50	
	MPK		3/25/22		287948			PO:		0.00	
								204-5-501-435.0100	401 RIVERVIEW- PK		20.50
INV	04058946304-33022		4/07/22	0/00/00	4/07/22	N		401 RIVERVIEW-PK		25.00	
	MPK		4/07/22		288519			PO:		0.00	
								204-5-501-435.0100	401 RIVERVIEW-PK		25.00
INV	04067197543-032322		4/01/22	0/00/00	4/01/22	N		1524 FRANCES- PK		15.97	
	MPK		4/01/22		288041			PO:		0.00	
								204-5-501-435.0100	1524 FRANCES- PK		15.97
INV	04104252426-032522		4/01/22	0/00/00	4/01/22	N		CONSOLIDATED- PK		829.34	
	MPK		4/01/22		288041			PO:		0.00	
								204-5-501-435.0100	CONSOLIDATED- PK		829.34
INV	04116178304-031522		3/25/22	0/00/00	3/25/22	N		624 E JACKSON- PK		33.02	
	MPK		3/25/22		287948			PO:		0.00	
								204-5-501-435.0100	624 E JACKSON- PK		33.02
INV	04116178304-362922		4/07/22	0/00/00	4/07/22	N		624 E JACKSON-PK		35.04	
	MPK		4/07/22		288519			PO:		0.00	
								204-5-501-435.0100	624 E JACKSON-PK		35.04
INV	04132865231-031822		4/01/22	0/00/00	4/01/22	N		205 E JACKSON RW- PK		156.12	
	MPK		4/01/22		288041			PO:		0.00	
								204-5-501-435.0100	205 E JACKSON RW- PK		156.12
INV	04138884905-031822		4/01/22	0/00/00	4/01/22	N		353 S ELKHART- PK		113.56	
	MPK		4/01/22		288041			PO:		0.00	
								204-5-501-435.0100	353 S ELKHART- PK		113.56
INV	04196896700-031522		3/25/22	0/00/00	3/25/22	N		101 GOSHEN- PK		47.53	
	MPK		3/25/22		287948			PO:		0.00	
								204-5-501-435.0100	101 GOSHEN- PK		47.53
INV	04196896700-32922		4/07/22	0/00/00	4/07/22	N		101 GOSHEN-PK		50.05	
	MPK		4/07/22		288519			PO:		0.00	
								204-5-501-435.0100	101 GOSHEN-PK		50.05
INV	04210875706-032222		4/01/22	0/00/00	4/01/22	N		CONSOLIDATED- PK		1,405.09	
	MPK		4/01/22		288041			PO:		0.00	

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

VENDOR	TYPE ---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	--DISTRIBUTION--
	BANK	POST DT	DISC DT	CHECK#			BALANCE	

01-000209	INDIANA MICHIGAN POWER	** CONTINUED **						
						204-5-501-435.0100 CONSOLIDATED- PK		1,405.09
INV	04220223400-031722	3/25/22	0/00/00	3/25/22	N	135 N ELKHART- PK	165.08	
	MPK	3/25/22		287948		PO:	0.00	
						204-5-501-435.0100 135 N ELKHART- PK		165.08
INV	04253609608-031722	3/25/22	0/00/00	3/25/22	N	147 N ELKHART- PK	40.51	
	MPK	3/25/22		287948		PO:	0.00	
						204-5-501-435.0100 147 N ELKHART- PK		40.51
INV	04267434407-031522	3/25/22	0/00/00	3/25/22	N	1324 MARGUERITE- PK	333.84	
	MPK	3/25/22		287948		PO:	0.00	
						204-5-501-435.0100 1324 MARGUERITE- PK		333.84
INV	04267434407-04422	4/14/22	0/00/00	4/14/22	N	1324 MARGUERITE- PK	345.63	
	MPK	4/14/22		288569		PO:	0.00	
						204-5-501-435.0400 1324 MARGUERITE- PK		345.63
INV	04271939508-031122	3/25/22	0/00/00	3/25/22	N	500 E BEARDSLEY- PK	25.26	
	MPK	3/25/22		287948		PO:	0.00	
						204-5-501-435.0100 500 E BEARDSLEY- PK		25.26
INV	04415357104-031722	3/25/22	0/00/00	3/25/22	N	361 S ELKHART- PK	256.03	
	MPK	3/25/22		287948		PO:	0.00	
						204-5-501-435.0100 361 S ELKHART- PK		256.03
INV	04492922507-031722	3/25/22	0/00/00	3/25/22	N	133 N ELKHART- PK	374.17	
	MPK	3/25/22		287948		PO:	0.00	
						204-5-501-435.0100 133 N ELKHART- PK		374.17
INV	04520875701-030222	3/11/22	0/00/00	3/11/22	N	CONSOLIDATED-PK	55.17	
	MPK	3/11/22		287617		PO:	0.00	
						204-5-501-435.0100 CONSOLIDATED-PK		55.17
INV	04520875701-33122	4/07/22	0/00/00	4/07/22	N	CONSOLIDATED-PK	219.46	
	MPK	4/07/22		288519		PO:	0.00	
						204-5-501-435.0100 CONSOLIDATED-PK		219.46
INV	04527790804-031822	4/01/22	0/00/00	4/01/22	N	330 NOBCO- PK	17.70	
	MPK	4/01/22		288041		PO:	0.00	
						204-5-501-435.0100 330 NOBCO- PK		17.70
INV	04642505400-031822	4/01/22	0/00/00	4/01/22	N	303 NIBCO- PK	5,214.52	
	MPK	4/01/22		288041		PO:	0.00	
						204-5-501-435.0100 303 NIBCO- PK		5,214.52
INV	04776128300-031522	3/25/22	0/00/00	3/25/22	N	701 ARCADE- PK	52.30	
	MPK	3/25/22		287948		PO:	0.00	

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

VENDOR	TYPE ---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	--DISTRIBUTION--
	BANK	POST DT	DISC DT	CHECK#			BALANCE	

01-000209	INDIANA MICHIGAN POWER	** CONTINUED **						
						204-5-501-435.0100 701 ARCADE- PK		52.30
INV	04792516603-032322	4/01/22	0/00/00	4/01/22	N	215 E INDIANA- PK	43.44	
MPK		4/01/22		288041		PO:	0.00	
						204-5-501-435.0100 215 E INDIANA- PK		43.44
INV	04824817417-032122	4/01/22	0/00/00	4/01/22	N	1420 BENHAM- PK	24.27	
MPK		4/01/22		288041		PO:	0.00	
						204-5-501-435.0100 1420 BENHAM- PK		24.27
INV	048444997017-031522	3/25/22	0/00/00	3/25/22	N	52256 IDEAL BEACH- PK	42.54	
MPK		3/25/22		287948		PO:	0.00	
						204-5-501-435.0100 52256 IDEAL BEACH- PK		42.54
INV	048444997017-042222	4/14/22	0/00/00	4/14/22	N	52256 IDEAL BEACH- PK	71.00	
MPK		4/14/22		288569		PO:	0.00	
						204-5-501-435.0400 52256 IDEAL BEACH- PK		71.00
INV	04925947501-031522	3/25/22	0/00/00	3/25/22	N	1320 OLIVE- PK	74.68	
MPK		3/25/22		287948		PO:	0.00	
						204-5-501-435.0100 1320 OLIVE- PK		74.68
INV	04999775705-031122	3/25/22	0/00/00	3/25/22	N	CONSOLIDATED- PK	296.56	
MPK		3/25/22		287948		PO:	0.00	
						204-5-501-435.0100 CONSOLIDATED- PK		296.56
===== TOTALS: GROSS: 10,564.85 PAYMENTS: 10,564.85- DISCS: 0.00 ADJS: 0.00 BAL: 0.00 =====								
01-000210 NORTHERN INDIANA PUBLIC SE								
INV	0239660096-04822	4/14/22	0/00/00	4/14/22	N	200 LUSHER POOL- PK	53.00	
MPK		4/14/22		288571		PO:	0.00	
						204-5-501-435.0200 200 LUSHER POOL- PK		53.00
INV	0239960096-031022	4/01/22	0/00/00	4/01/22	N	200 LUSHER POOL- PK	53.00	
MPK		4/01/22		288042		PO:	0.00	
						204-5-501-435.0200 200 LUSHER POOL- PK		53.00
INV	0441000024-032322	4/01/22	0/00/00	4/01/22	N	701 ARCADE- PK	335.66	
MPK		4/01/22		288042		PO:	0.00	
						204-5-501-435.0200 701 ARCADE- PK		335.66
INV	0744660057-031022	4/01/22	0/00/00	4/01/22	N	200 L;USHER POOL - PK	53.00	
MPK		4/01/22		288042		PO:	0.00	
						204-5-501-435.0200 200 L;USHER POOL - PK		53.00
INV	0764660057-04822	4/14/22	0/00/00	4/14/22	N	200 W LUSHER POOL- PK	53.66	
MPK		4/14/22		288571		PO:	0.00	

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-000210 NORTHERN INDIANA PUBLIC SE** CONTINUED **											
								204-5-501-435.0200	200 W LUSHER POOL- PK		53.66
INV	1409800013-031022		4/01/22	0/00/00	4/01/22	N		1524 FRANCES-	PK	14.00	
	MPK		4/01/22		288042			PO:		0.00	
								204-5-501-435.0200	1524 FRANCES- PK		14.00
INV	1409800013-04822		4/14/22	0/00/00	4/14/22	N		1524 FRANCES-	PK	14.00	
	MPK		4/14/22		288571			PO:		0.00	
								204-5-501-435.0200	1524 FRANCES- PK		14.00
INV	1735700094-032322		4/01/22	0/00/00	4/01/22	N		500 E BEARDSLEY-PK		178.59	
	MPK		4/01/22		288042			PO:		0.00	
								204-5-501-435.0200	500 E BEARDSLEY-PK		178.59
INV	2147360055-022822		3/11/22	0/00/00	3/11/22	N		301 NIBCO- PK		382.24	
	MPK		3/11/22		287618			PO:		0.00	
								204-5-501-435.0200	301 NIBCO- PK		382.24
INV	2157000015-022822		3/11/22	0/00/00	3/11/22	N		NORTHERN INDIANA PUBLIC SERVIC		430.15	
	MPK		3/11/22		287618			PO:		0.00	
								204-5-501-435.0200	NORTHERN INDIANA PUBLIC SERVIC		430.15
INV	2157000015-32922		4/07/22	0/00/00	4/07/22	N		1020 MCDONALD-PK		198.14	
	MPK		4/07/22		288520			PO:		0.00	
								204-5-501-435.0200	1020 MCDONALD-PK		198.14
INV	2157360055-32922		4/07/22	0/00/00	4/07/22	N		301 NIBCO PKWY-PK		172.61	
	MPK		4/07/22		288520			PO:		0.00	
								204-5-501-435.0200	301 NIBCO PKWY-PK		172.61
INV	5390210006-031022		4/01/22	0/00/00	4/01/22	N		1330 BENHAM- PK		688.87	
	MPK		4/01/22		288042			PO:		0.00	
								204-5-501-435.0200	1330 BENHAM- PK		688.87
INV	5390210006-04822		4/14/22	0/00/00	4/14/22	N		1330 BENHAM- PK		467.73	
	MPK		4/14/22		288571			PO:		0.00	
								204-5-501-435.0200	1330 BENHAM- PK		467.73
INV	5989100026-031022		4/01/22	0/00/00	4/01/22	N		1330 BENHAM- PK		346.53	
	MPK		4/01/22		288042			PO:		0.00	
								204-5-501-435.0200	1330 BENHAM- PK		346.53
INV	5989100026-04822		4/14/22	0/00/00	4/14/22	N		1330 BENHAM- PK		257.62	
	MPK		4/14/22		288571			PO:		0.00	
								204-5-501-435.0200	1330 BENHAM- PK		257.62
INV	7549100062-032322		4/01/22	0/00/00	4/01/22	N		1320 OLIVE- PK		151.27	
	MPK		4/01/22		288042			PO:		0.00	

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
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VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-000210 NORTHERN INDIANA PUBLIC SE** CONTINUED **											
								204-5-501-435.0200	1320 OLIVE- PK		151.27
INV	8793150019-031022		4/01/22	0/00/00	4/01/22	N		119 W WOLF- PK		195.60	
MPK			4/01/22		288042			PO:		0.00	
								204-5-501-435.0200	119 W WOLF- PK		195.60
INV	8793150019-04822		4/14/22	0/00/00	4/14/22	N		119 W WOLF- PK		124.79	
MPK			4/14/22		288571			PO:		0.00	
								204-5-501-435.0200	119 W WOLF- PK		124.79
===== TOTALS: GROSS: 4,170.46 PAYMENTS: 4,170.46- DISCS: 0.00 ADJS: 0.00 BAL: 0.00 =====											
01-000248 ELKHART PUBLIC UTILITIES											
INV	1105360000-4822		4/07/22	0/00/00	4/07/22	N		701 ARCADE PAV-PK		57.32	
MPK			4/07/22		288518			PO:		0.00	
								204-5-501-435.0400	701 ARCADE PAV-PK		57.32
INV	1200680000-4822		4/07/22	0/00/00	4/07/22	N		500 E BEARDSLEY PAV-PK		47.56	
MPK			4/07/22		288518			PO:		0.00	
								204-5-501-435.0400	500 E BEARDSLEY PAV-PK		47.56
INV	1203400000-030422		3/11/22	0/00/00	3/11/22	N		1320 OLIVE PAV-PK		9.23	
MPK			3/11/22		287615			PO:		0.00	
								204-5-501-435.0400	1320 OLIVE PAV-PK		9.23
INV	1203400000-4822		4/07/22	0/00/00	4/07/22	N		1320 OLIVE PAV-PK		54.24	
MPK			4/07/22		288518			PO:		0.00	
								204-5-501-435.0400	1320 OLIVE PAV-PK		54.24
INV	3100223400-031822		3/18/22	0/00/00	3/18/22	N		301 NIBCO- PK		21.78	
MPK			3/18/22		287930			PO:		0.00	
								204-5-501-435.0400	301 NIBCO- PK		21.78
INV	3100223500-031822		3/18/22	0/00/00	3/18/22	N		301 NIBCO- PK		117.81	
MPK			3/18/22		287930			PO:		0.00	
								204-5-501-435.0400	301 NIBCO- PK		117.81
INV	3106620001-031822		3/18/22	0/00/00	3/18/22	N		1320 BENHAM- PK		94.83	
MPK			3/18/22		287930			PO:		0.00	
								204-5-501-435.0400	1320 BENHAM- PK		94.83
INV	3106620401-031822		3/18/22	0/00/00	3/18/22	N		1330 BENHAM- PK		107.64	
MPK			3/18/22		287930			PO:		0.00	
								204-5-501-435.0400	1330 BENHAM- PK		107.64
INV	3306531000-031822		3/18/22	0/00/00	3/18/22	N		119 W WOLF/ PAV-PK		94.83	
MPK			3/18/22		287930			PO:		0.00	

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-000248 ELKHART PUBLIC UTILITIES ** CONTINUED **

204-5-501-435.0400	119 W WOLF/ PAV-PK	94.83
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INV 42083200-032522	4/01/22	0/00/00	4/01/22	N	1020 MCDONALD- PK	54.24
MPK	4/01/22		288039		PO:	0.00

204-5-501-435.0400	1020 MCDONALD- PK	54.24
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TOTALS:	GROSS:	659.48	PAYMENTS:	659.48-	DISCS:	0.00	ADJS:	0.00	BAL:	0.00	=====
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01-000383 FRONTIER NORTH INC.

INV 5740110015-031622	4/01/22	0/00/00	4/01/22	N	PHONE SVC- PK- MAR	36.75
MPK	4/01/22		288040		PO:	0.00

204-5-501-432.0400	PHONE SVC- PK- MAR	36.75
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INV 5741010015-021922	3/11/22	0/00/00	3/11/22	N	PK-PHONE SERVICE- FEB	73.99
MPK	3/11/22		287616		PO:	0.00

204-5-501-432.0400	PK-PHONE SERVICE- FEB	73.99
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TOTALS:	GROSS:	110.74	PAYMENTS:	110.74-	DISCS:	0.00	ADJS:	0.00	BAL:	0.00	=====
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01-001691 ELKHART CO HEALTH DEPT.

INV 0023IDEALB22-3322	3/11/22	0/00/00	3/11/22	N	IDEAL B FOOD LICENSE-PK	112.50
MPK	3/11/22		287614		PO:	0.00

286-5-508-439.0901	IDEAL B FOOD LICENSE-PK	112.50
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INV 0398PMPOOL22-3322	3/11/22	0/00/00	3/11/22	N	P M POOL FOOD LICENSE- PK	112.50
MPK	3/11/22		287614		PO:	0.00

204-5-501-439.0900	P M POOL FOOD LICENSE- PK	112.50
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INV 0415RVSB22-3322	3/11/22	0/00/00	3/11/22	N	RIVERV. SB FOOD LICENSE-PK	112.50
MPK	3/11/22		287614		PO:	0.00

204-5-501-439.0900	RIVERV. SB FOOD LICENSE-PK	112.50
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INV 0533SPRYPK22-3322	3/11/22	0/00/00	3/11/22	N	MCNAUGHTON FOOD LICENSE-PK	112.50
MPK	3/11/22		287614		PO:	0.00

204-5-501-439.0900	MCNAUGHTON FOOD LICENSE-PK	112.50
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TOTALS:	GROSS:	450.00	PAYMENTS:	450.00-	DISCS:	0.00	ADJS:	0.00	BAL:	0.00	=====
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01-002176 IN DEPT OF HOMELAND SECURI

INV 132-04122	4/14/22	0/00/00	4/14/22	N	ISLAND PARK PAV INSPECT- PK	203.00
MPK	4/14/22		288568		PO:	0.00

204-5-501-439.0900	ISLAND PARK PAV INSPECT- PK	203.00
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INV 218-04122	4/14/22	0/00/00	4/14/22	N	ISLAND PARK INSPECT- PK	237.00
MPK	4/14/22		288568		PO:	0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

VENDOR	TYPE ---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION -----	GROSS/	-DISTRIBUTION-
	BANK	POST DT	DISC DT	CHECK#				BALANCE	

01-002176 IN DEPT OF HOMELAND SECURI** CONTINUED **

							204-5-501-439.0900 ISLAND PARK INSPECT- PK	237.00	
INV	220-04122	4/14/22	0/00/00	4/14/22	N	MCNAUGHTON BAND INSPECT- PK		134.00	
	MPK	4/14/22		288568		PO:		0.00	
						204-5-501-439.0900 MCNAUGHTON BAND INSPECT- PK		134.00	
INV	366-04122	4/14/22	0/00/00	4/14/22	N	NIBCO FAC INSPECT- PK		134.00	
	MPK	4/14/22		288568		PO:		0.00	
						204-5-501-439.0900 NIBCO FAC INSPECT- PK		134.00	
INV	367-04122	4/14/22	0/00/00	4/14/22	N	STUDEBAKER PAV INSPECT- PK		134.00	
	MPK	4/14/22		288568		PO:		0.00	
						204-5-501-439.0900 STUDEBAKER PAV INSPECT- PK		134.00	
INV	368-04122	4/14/22	0/00/00	4/14/22	N	HIGH DIVE PAV INSPECT- PK		134.00	
	MPK	4/14/22		288568		PO:		0.00	
						204-5-501-439.0900 HIGH DIVE PAV INSPECT- PK		134.00	
INV	69-04122	4/14/22	0/00/00	4/14/22	N	MCNAUGHTON PAV INSPECT- PK		134.00	
	MPK	4/14/22		288568		PO:		0.00	
						204-5-501-439.0900 MCNAUGHTON PAV INSPECT- PK		134.00	
INV	AE101904-04122	4/14/22	0/00/00	4/14/22	N	WILLOWDALE INSPECTION- PK		134.00	
	MPK	4/14/22		288568		PO:		0.00	
						204-5-501-439.0900 WILLOWDALE INSPECTION- PK		134.00	
INV	AE101905-04122	4/14/22	0/00/00	4/14/22	N	P.MORAN PAV. INSPECT- PK		134.00	
	MPK	4/14/22		288568		PO:		0.00	
						204-5-501-439.0900 P.MORAN PAV. INSPECT- PK		134.00	

***** TOTALS: GROSS: 1,378.00 PAYMENTS: 1,378.00- DISCS: 0.00 ADJS: 0.00 BAL: 0.00 *****

01-002707 COMCAST CABLE

INV	011669-031922	4/01/22	0/00/00	4/01/22	N	INTERNET SVC- PK- MAR		111.25	
	MPK	4/01/22		288037		PO:		0.00	
						286-5-509-432.0400 INTERNET SVC- PK- MAR		111.25	
INV	0907664-031222	3/25/22	0/00/00	3/25/22	N	COMCAST CABLE		131.85	
	MPK	3/25/22		287947		PO:		0.00	
						204-5-501-432.0400 COMCAST CABLE		131.85	
INV	0909983-031822	4/01/22	0/00/00	4/01/22	N	INTERNET SVC- PK- MAR		108.35	
	MPK	4/01/22		288037		PO:		0.00	
						204-5-501-432.0400 INTERNET SVC- PK- MAR		108.35	
INV	0910809-031722	4/01/22	0/00/00	4/01/22	N	INTERNET SVC- PK- MAR		109.85	
	MPK	4/01/22		288037		PO:		0.00	

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-002707	COMCAST CABLE		** CONTINUED **								
								204-5-501-432.0400	INTERNET SVC- PK- MAR		109.85
INV	0941317-032122		3/31/22	0/00/00	4/01/22	N		INTERNET SVC- PK- MAR		111.25	
	MPK		4/01/22		288037			PO:		0.00	
								204-5-501-432.0400	INTERNET SVC- PK- MAR		111.25
===== TOTALS: GROSS: 572.55 PAYMENTS: 572.55- DISCS: 0.00 ADJS: 0.00 BAL: 0.00 =====											
01-003053	ELKHART COUNTY REGIONAL SE										
INV	9000016900-03822		4/01/22	0/00/00	4/01/22	N		52256 IDEAL BEACH- PK		338.16	
	MPK		4/01/22		288038			PO:		0.00	
								286-5-509-435.0400	52256 IDEAL BEACH- PK		307.42
								286-5-509-439.0900	52256 IDEAL BEACH- PK		30.74
INV	9000016900-04822		4/14/22	0/00/00	4/14/22	N		52256 IDEAL BEACH- PK		307.42	
	MPK		4/14/22		288567			PO:		0.00	
								286-5-509-435.0400	52256 IDEAL BEACH- PK		307.42
===== TOTALS: GROSS: 645.58 PAYMENTS: 645.58- DISCS: 0.00 ADJS: 0.00 BAL: 0.00 =====											
01-023385	j2 CLOUD SERVICES, LLC										
INV	4085256PK-03122		4/14/22	0/00/00	4/14/22	N		EFAX SVC- MAR- PK		3.90	
	MPK		4/14/22		288570			PO:		0.00	
								204-5-501-432.0400	EFAX SVC- MAR- PK		3.90
===== TOTALS: GROSS: 3.90 PAYMENTS: 3.90- DISCS: 0.00 ADJS: 0.00 BAL: 0.00 =====											
01-023468	COMCAST BUSINESS										
INV	141851211-03122		3/18/22	0/00/00	3/18/22	N		PK- PHONE SVC- MAR		769.67	
	MPK		3/18/22		287929			PO:		0.00	
								204-5-501-432.0400	PK- PHONE SVC- MAR		769.67
INV	14188437-03122		3/18/22	0/00/00	3/18/22	N		PHONE SVC.- PK- MAR		126.04	
	MPK		3/18/22		287929			PO:		0.00	
								204-5-501-432.0400	PHONE SVC.- PK- MAR		126.04
INV	143900746-PK 04122		4/14/22	0/00/00	4/14/22	N		TELEPHONE SVC- APR- PK		766.72	
	MPK		4/14/22		288566			PO:		0.00	
								204-5-501-432.0400	COMCAST BUSINESS		766.72
===== TOTALS: GROSS: 1,662.43 PAYMENTS: 1,662.43- DISCS: 0.00 ADJS: 0.00 BAL: 0.00 =====											
01-024553	VERIZON COMMUNICATIONS INC										
INV	9902620531-032322		4/01/22	0/00/00	4/01/22	N		CELL PHONE SVC- PK- MAR		339.31	

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE ---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	-DISTRIBUTION-
	BANK	POST DT	DISC DT	CHECK#			BALANCE	

01-024553 VERIZON COMMUNICATIONS INC** CONTINUED **								
	MPK	4/01/22		288043	PO:		0.00	
					204-5-501-432.0400	CELL PHONE SVC- PK- MAR		339.31
=====								
TOTALS:		GROSS:	339.31	PAYMENTS:	339.31-	DISCS:	0.00	ADJS: 0.00 BAL: 0.00

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	20,557.30	20,557.30CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	20,557.30	20,557.30CR	0.00

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL
** PRE-PAID INVOICES **

PREPAID TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	0.00	0.00	0.00

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

REPORT TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	20,557.30	20,557.30CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
VOIDED ITEMS	0.00	0.00	0.00
** TOTALS **	20,557.30	20,557.30CR	0.00

UNPAID RECAP

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	0.00
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
** UNPAID TOTALS **	0.00

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
204 5-501-432.0400	TELEPHONE/COMMUNICATION	2,577.68
204 5-501-435.0100	ELECTRICITY	10,148.22
204 5-501-435.0200	NATURAL GAS	4,170.46
204 5-501-435.0400	WATER & SEWER	1,076.11
204 5-501-439.0900	OTHER SERVICES & CHARGES	1,715.50
	** FUND TOTAL **	19,687.97
286 5-508-439.0901	OTHER SERVICES - SOFTBALL	112.50
286 5-509-432.0400	TELEPHONE/COMMUNICATION	111.25
286 5-509-435.0400	WATER & SEWER	614.84
286 5-509-439.0900	SERVICES & CHARGES	30.74
	** FUND TOTAL **	869.33

** TOTAL **	20,557.30
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ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

DEPARTMENT TOTALS

DEPARTMENT	DEPARTMENT NAME	AMOUNT
204 501	PARKS & RECREATION	19,687.97
	** FUND TOTAL **	19,687.97
286 508	PARK PROGRAMS	112.50
286 509	IDEAL BEACH	756.83
	** FUND TOTAL **	869.33

	** TOTAL **	20,557.30

0 ERRORS

0 WARNINGS



Elkhart Public Library
300 S Second St. Elkhart, IN 46516

Jamison Czarnecki, Superintendent
Elkhart City Parks and Recreation
229 S. Second St.
Elkhart, IN 46516

Dear Jamison,

The signature program for Elkhart Public Library is our Summer Reading Challenge. This effort helps children and young adults maintain and build their reading skills during the summer vacation period.

Each year, we seek ways to reward our readers who make it to significant milestones. After reading a certain number of days, kids claim specific rewards - everything from Dutch Kernel treats to South Bend Cubs tickets.

We are asking Elkhart City Parks and Recreation to join with us. We see the possibility of offering a reward for "free" one-day gate admission to Ideal Beach and/or Pierre Moran Pool. Qualifying readers visit one of our library locations, show their progress on their paper reading tracker or on our app, and receive a coupon for the one-day park admission. The gate attendants at the city locations would take the coupons so we all can keep count of the entries and measure the effort's success.

Elkhart Public Library is happy to work with Parks and Rec, whether these admissions could be provided for free, at a reduced rate, or at full cost. We would look to the Parks to help us establish an expiration date for the coupon, though we would want that date to be no earlier than Aug. 31, 2022, to allow time for redemption.

We promote the Summer Reading Challenge extensively between May and July. We host numerous events and book giveaways, providing printed information about the prizes and rewards we're offering. We also honor our partners with social media posts, on our website, and in our Beanstack reading tracker app.

Our Summer Reading Challenge has been a successful initiative. In 2021, 32 percent of our participants finished six weeks of reading - our third consecutive year showing an increase in this number. Even by completing just three weeks of reading during the vacation months, this program helps teachers by staving off the dreaded "summer slide" and returning kids to classrooms in the fall who are ready to read and succeed.

We hope Parks and Rec will be able to join with us in providing this reward to our readers. As always, I am happy to share additional details and talk about even more ways to partner for our mutual advancement.

Sincerely,

A handwritten signature in black ink, appearing to read "Trevor", with a stylized flourish at the end.

Trevor Wendzonka, Chief Marketing Officer
Elkhart Public Library
574-522-3333, ext. 1701 | trevorw@myepl.org

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made as of the _____ day of _____, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Beacon Health & Fitness.

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.

Beacon Health & Fitness Elkhart is an organization dedicated to helping people achieve their health, fitness and well being goals with physician approved programs to help ensure the safest and most effective workout possible.

City and Beacon desire to offer a Summer Fitness Class program at the Nibco Water & Ice Park from June 11th to September 24th.

City and Beacon 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. The fitness classes will be provided by Beacon and be held at NIBCO Park.
2. The class will be for approximately 45-60 minutes in length held on Saturday mornings at 9 AM.
3. Beacon will provide the instructor and pay for their wages.
4. Instructors are responsible for their own transportation to NIBCO Water & Ice Park.
5. The fitness classes will be free to all participants aged 14 and older of the community.
6. No prior registration will be needed to attend.

7. Participants will be responsible for bringing their own equipment and providing their transportation.
8. Fitness classes limited to 30 participants to avoid overcrowding.
9. Instructors will provide their own music and technology needed for said classes.
10. Beacon agrees to provide City with a certificate of insurance demonstrating it has liability insurance in the amount of one million dollars in addition to an umbrella policy of one million dollars.
11. Beacon agrees that the City shall be added as an additional insured to its policy.
12. Bathroom facilities at NIBCO Water & Ice Park will be unlocked and open for use by participants.
13. 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.
14. 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.
15. 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.
16. 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.

Beacon Health & Fitness 200 E Jackson Blvd. Elkhart, IN 46516
17. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or

- CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY VERIFICATION AND NON-DISCRIMINATION COMMITMENT**

STATE OF _____)
) §
COUNTY OF _____)

1. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and

services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

2. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program shall be included or provided upon request; and

3. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of Elkhart, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

4. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of Elkhart through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work. Breach of this provision may be regarded as material breach of contract.

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

Beacon Health And Aquatics Signee

By: _____

Date: _____
(Printed Name, Title)

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

By: _____

Date: _____

(Printed Name, Title)

BOARD OF PARKS AND RECREATION

RESOLUTION 2022-01

RESOLUTION TO DISPOSE OF SURPLUS PROPERTY

WHEREAS, the Board of Parks and Recreation ("Parks Board") of the City of Elkhart, Indiana has determined that the Tolson Center of the Parks Department no longer needs the items of personal property on the attached Exhibit and such items are surplus properties.

WHEREAS, the Parks Board is empowered to declare unneeded property to be surplus property; and,

THEREFORE, BE IT RESOLVED, that the Park's Board declares that the items on the attached Exhibit A to be surplus property; and

BE IT FURTHER RESOLVED that the items are no longer needed by the City for its daily operations and are hereby declared to be surplus property.

BE IT FURTHER RESOLVED that the items may be sold by the City's Purchasing Agent to a non-profit corporation pursuant to IC 5-22-22-1(7) for the sum of \$1 or more.

BE IT FURTHER RESOLVED that the items may be exchanged with another governmental body upon terms and conditions agreed upon as evidenced in substantially identical resolutions pursuant to IC 5-22-22-10.

BE IT FURTHER RESOLVED that the items, if they have a total estimated value of \$5,000 or more, may be auctioned pursuant to IC 5-22-22-4.

BE IT FURTHER RESOLVED that the surplus property may be transferred to another governmental agency or unit pursuant to IC 5-22-22-10.

[SIGNATURES ON NEXT PAGE]

Surplus Property

Office Equipment	Desks, Chairs, filing cabinets, Tables, Storage Containers, bulletin boards, and signage.
Sports Equipment	Weight equipment, Sports Balls, Table Games, Bleacher Sets, Small Score Boards, Equipment Storage Cabinets, Youth Basketball Backboards, Basketball Rims, Billiards balls and sticks, School Lockers, Volleyball Standards and Netting.
Electronics	Televisions, Floor Scrubber, Stereo Equipment,
Appliances	Refrigerator, Microwave, Oven, Vacuum Cleaner(s), Coffee Pots, Toaster
Educational Equipment/ Games	Books, board games, Toys, Storage Racks,
Miscellaneous	Pictures, Rugs/Mats, bulletin boards, outdoor benches, Landscaping items, Industrial Fans, Holiday decorations, Various Trophies, Tolson Logo Rugs and Mats,

ADOPTED by the Board of Parks and Recreation of the City of Elkhart, Indiana, this_
_____ day of April, 2022.

BOARD OF PARKS AND RECREATION
CITY OF ELKHART, ELKHART COUNTY, INDIANA

Sarah Santerre, President on behalf of the Parks Board

ATTESTED BY:

Clerk
City of Elkhart, Indiana

5-2-22 R

ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 23rd day of March, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and The Starving Artists.

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 Starving Artists will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with The Starving Artists 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, Main Street at Sycamore Street, Elkhart, IN 46516
3. The date of the event will be: Friday, June 10, 2022.
4. The time of the event will be: From: 5:00-5:45 pm.
5. The time of The Starving Artist's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. The Starving Artists will provide a 45-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. The Starving Artists will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$250.00 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. The Starving Artists, 650 Fulton St., 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: Erin Leiter

Date: 3/23/2022 Erin Leiter, saxophonist
(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____
(Printed Name, Title)

12

ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 2nd day of March, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Matt Kotinek 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.

Matt Kotinek Band will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with Matt Kotinek 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: Rhapsody Arts & Music Festival.
2. The event will take place at: Island Park, Main Street at Sycamore Street, Elkhart, IN 46516
3. The date of the event will be: Friday, June 10, 2022.
4. The time of the event will be: From: 6:00 pm-7:30 pm.
5. The time of Matt Kotinek Band's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. Matt Kotinek Band will provide a 90-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Matt Kotinek Band will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$500.00 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. Matt Kotinek Band, 17211 Barryknoll Way, Granger, IN 46530.
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: Matt Kotinek

Date: 3-23-22

Matt Kotinek

(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

2

ENTERTAINMENT CONTRACT

This contract is made as of the 23rd day of March, 2022 by and between the City of Elkhart, Indiana ("City") on behalf of the Elkhart Parks and Recreation Department and Duke Tumatoe & The Power Trio.

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.

Duke Tumatoe & The Power Trio will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with Duke Tumatoe & The Power Trio 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 Street at Main Street, Elkhart, IN.
3. The date of the event will be: Friday, June 10, 2022.
4. The time of the event will be: From 8 pm-10 pm.
5. The time of Duke Tumatoe & The Power Trio's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. City will provide dinner and drinks for artist.
8. Duke Tumatoe and The Power Trio will provide a 2-hour musical performance.
9. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
10. Duke Tumatoe and The Power Trio will invoice the City of Elkhart, Parks and Recreation Department for

its services in the amount of \$1,500.00 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. Duke Tumatote & The Power Trio, P.O. Box 1766 Carmel, Indiana.
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:  For Duke Tumatoe

Date: 3/28/22

Justin Seidenberg, Manager
(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

R

ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 2nd day of March, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and JT Buffett.

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.

JT Buffett will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with JT Buffett 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 Street at Main Street, Elkhart, IN
3. The date of the event will be: Saturday, June 11, 2022.
4. The time of the event will be: From 11:00 am-12:30 pm.
5. The time of JT Buffett's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. JT Buffett will provide a 90-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. JT Buffett will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$250.00 to be paid at the completion of performance.

check payable to: Jeffrey Roberts w-9 attached

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. JT Buffett, PO Box 200 Osceola, IN 46561 .
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: _____

A handwritten signature in black ink, appearing to read "Jeff Roberts", is written over a horizontal line.

Date: 31st March 2022 _____ Jeff Roberts DBA Jt Buffett Band _____

(Printed Name, Title)

CITY OF ELKHART, INDIANA

R

ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 23rd day of March, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and The Incredible Johnsons.

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 Incredible Johnsons will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with The Incredible Johnsons 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 Street at Main Street, Elkhart, IN
3. The date of the event will be: Saturday, June 11
4. The time of the event will be: From 1 pm-2 pm
5. The time of The Incredible Johnson's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. The Incredible Johnsons will provide a 60-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. The Incredible Johnsons will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$650.00 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. The Incredible Johnsons, 1825 Woodland Drive, 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: 

Date: 4/2/2022

ED MULLINS
(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

R

ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 1st day of April 1, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and High Gravity.

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.

High Gravity will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with High Gravity 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 Street at Main Street, Elkhart, IN 46516
 3. The date of the event will be: Saturday, June 11, 2022.
 4. The time of the event will be: From 2:30 pm -4:00 pm.
 5. The time of High Gravity's sound check will be mutually agreed upon and is TBD.
 6. City will provide electricity, sound, and stage.
 7. High Gravity will provide a 90-minute musical performance.
 8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
 9. High Gravity will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$500.00 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. High Gravity, 23035 Montrose Circle, 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: 

Date: 4/1/22

Adam Fann Member

(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

R

ENTERTAINMENT CONTRACT

This contract is made as of the 2nd day of March, 2022 by and between the City of Elkhart, Indiana ("City") on behalf of the Elkhart Parks and Recreation Department and Amarillo Sky.

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.

Amarillo Sky will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with Amarillo Sky 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 Street at Main Street, Elkhart, IN 46516
3. The date of the event will be: Saturday, June 11, 2022.
4. The time of the event will be: From 4:30 pm-6:00 pm.
5. The time of Amarillo Sky's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. Amarillo Sky will provide a 90-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Amarillo Sky will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$650.00 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. Amarillo Sky, 1515 Osolo Rd, 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: _____

Suzette Harner
Band Manager

Date: March 31, 2022

Suzette Harner

(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

R

ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 2nd day of March, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Lalo Cura.

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.

Lalo Cura will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with Lalo Cura 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 Street at Main Street, Elkhart, IN 46516
3. The date of the event will be: Saturday, June 11, 2022.
4. The time of the event will be: From 6:30 pm-7:30 pm.
5. The time of Lalo Cura's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. Lalo Cura will provide a 60-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Lalo Cura 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. Lalo Cura, 1011 S 14th Street, Goshen, IN 46526.
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: 4/11/2022

Jacob C. Miller

(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

R

ENTERTAINMENT CONTRACT

This contract is made as of the 2nd day of March, 2022 by and between the City of Elkhart, Indiana ("City") on behalf of the Elkhart Parks and Recreation Department and Let's Groove Tonight, Earth Wind and Fire Tribute 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.

Let's Groove Tonight, Earth Wind and Fire Tribute Band will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with Let's Groove Tonight 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: 42nd Annual Rhapsody Arts & Music Festival
2. The event will take place at: Island Park, Intersection of Main Street at Sycamore Street, Elkhart, IN 46516 Elkhart IN.
3. The date of the event will be: June 11, 2022.
4. The time of the performance will be: From 8:20 pm – 10 pm.
5. The time of Let's Groove Tonight's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, production, lighting and a drum set.
7. City will provide six hotel rooms for the band on Saturday, June 11th.
8. City will provide ten meals for the band on Saturday, June 11th.
9. Let's Groove Tonight will provide a 100-minute musical performance.
10. Each party will be responsible for its own negligence, recklessness, and/or willful

conduct.

11. Let's Groove Tonight will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$13,500.00, to be paid at the completion of performance.

12. City further agrees to pay the band for its travel and availability in the amount of \$13,500.00 in the event of rain or inclement weather.

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. Let's Groove Tonight, c/o Sal Richetti, 428 Forbes Ave., Suite 1509, Pittsburgh, PA, 15219

5. Delivered personally, in which case the notice or demand will be deemed given

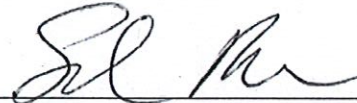
and served upon receipt or refusal to accept such notice; or

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: _____

3/16/22

Sal Richetti

(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 2nd day of March, 2022 by and between the City of Elkhart, Indiana ("City") on behalf of the Elkhart Parks and Recreation Department and Amarillo Sky.

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.

Amarillo Sky will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with Amarillo Sky 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 Street at Main Street, Elkhart, IN 46516
 3. The date of the event will be: Saturday, June 11, 2022.
 4. The time of the event will be: From 4:30 pm-6:00 pm.
 5. The time of Amarillo Sky's sound check will be mutually agreed upon and is TBD.
 6. City will provide electricity, sound, and stage.
 7. Amarillo Sky will provide a 90-minute musical performance.
 8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
 9. Amarillo Sky will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$650.00 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. Amarillo Sky, 1515 Osolo Rd, 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:

Suzette Harner
Band Manager

Date: March 31, 2022

Suzette Harner
(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

Exhibit A

E-Verify Affidavit

I, Suzette Harrier, being first duly sworn, deposes and says that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am the Manager of the band, Amarillo Sky in this contract.
3. I am familiar with my employment policies, practices, and procedures and have the sole authority to act on my own behalf.
4. I am enrolled and participate in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit "1" and incorporated herein or alternatively, I do not have any employees. All band members are independent contractors.
5. I do not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, I do not currently employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

I certify under the penalties for perjury that the statements above are true and accurate to the best of my knowledge and belief.

EXECUTED on the 31st day of March, 2021. 2022

Signature: Suzette Harrier

Print: Suzette Harrier

Exhibit B

Certification Statement Regarding Investments in Iran

I, Suzette Harrier, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, I am not now engaged in investment activities in Iran.
2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

EXECUTED THIS 31st DAY OF March,
~~2021~~ 2022

Signature Suzette Harrier

Print: Suzette Harrier

Exhibit C

Title VI Notice

It is the public policy of the City of Elkhart to provide all of its citizen's equal opportunity for education, employment, access to public conveniences and accommodations and housing without regard to Race, Religion, Color, Sex, National Origin, Ancestry, or Disability.

The City of Elkhart adheres to equality in access as expressed by TITLE VI of the Civil Rights Act of 1964, as amended which states:

No person shall on the grounds of race, color, national origin, excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination in any program, service or activity receiving Federal financial assistance.

This equality of opportunity also includes freedom from discrimination based on age, gender and disability.

For more information or to file a complaint contact the ADA/Title VI Coordinator for the City of Elkhart:

Title VI Coordinator 1201 S Nappanee St Elkhart, IN 46516

Email: titlevicoordinator@coei.org Phone: (574) 293-2572

Fax: (574) 293-7658

TDD: (574) 389-0189

Acceptance by Contractor

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

Signed

*Suzette Harrier
for Amarillo Sky*

Printed Name

Suzette Harrier

Dated

3/31/2022

The City of Elkhart Title VI Policy may be accessed here:
<https://elkhartindiana.org/government/human-resources//tab-b900fced1bdf36578>

ENTERTAINMENT CONTRACT

This contract is made as of the 23rd day of March, 2022 by and between the City of Elkhart, Indiana ("City") on behalf of the Elkhart Parks and Recreation Department and Duke Tumatoe & The Power Trio.

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.

Duke Tumatoe & The Power Trio will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with Duke Tumatoe & The Power Trio 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 Street at Main Street, Elkhart, IN.
3. The date of the event will be: Friday, June 10, 2022.
4. The time of the event will be: From 8 pm-10 pm.
5. The time of Duke Tumatoe & The Power Trio's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. City will provide dinner and drinks for artist.
8. Duke Tumatoe and The Power Trio will provide a 2-hour musical performance.
9. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
10. Duke Tumatoe and The Power Trio will invoice the City of Elkhart, Parks and Recreation Department for

its services in the amount of \$1,500.00 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. Duke Tumatote & The Power Trio, P.O. Box 1766 Carmel, Indiana.
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:  For Duke Tumatoe

Date: 3/28/22 Justin Seidenberg, Manager
(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

Exhibit A

E-Verify Affidavit

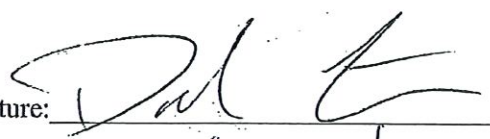
I, Duke Tumatoe, being first duly sworn, deposes and says that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am the Entertainer in this contract.
3. I am familiar with my employment policies, practices, and procedures and have the sole authority to act on my own behalf.
4. I am enrolled and participate in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit "1" and incorporated herein or alternatively, I do not have any employees.
5. I do not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, I do not currently employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

I certify under the penalties for perjury that the statements above are true and accurate to the best of my knowledge and belief.

EXECUTED on the 11th day of March, 2021.

Signature: 

Print: Duke Tumatoe

Exhibit B

Certification Statement Regarding Investments in Iran

I, Duke Tumatov, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, I am not now engaged in investment activities in Iran.
2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

EXECUTED THIS 11 DAY OF MARCH, 2021.

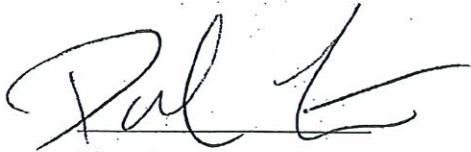
Signature: _____

Print: _____

Duke Tumatov

Acceptance by Contractor

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.


Signed

Duke Turnator
Printed Name

3/11/22
Dated

The City of Elkhart Title VI Policy may be accessed here: <https://elkhartindiana.org/government/human-resources/#tab-b900fcd1bdffd36578>

ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 2nd day of March, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Matt Kotinek 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.

Matt Kotinek Band will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with Matt Kotinek 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:

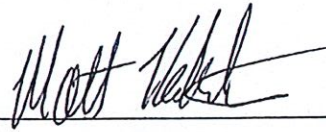
1. The name of the event will be: Rhapsody Arts & Music Festival.
2. The event will take place at: Island Park, Main Street at Sycamore Street, Elkhart, IN 46516
3. The date of the event will be: Friday, June 10, 2022.
4. The time of the event will be: From: 6:00 pm-7:30 pm.
5. The time of Matt Kotinek Band's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. Matt Kotinek Band will provide a 90-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Matt Kotinek Band will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$500.00 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. Matt Kotinek Band, 17211 Barryknoll Way, Granger, IN 46530.
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: _____

3-23-22

Matt Kotinek

(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

Exhibit A

E-Verify Affidavit

I, Matthew Kotinek, being first duly sworn, deposes and says that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

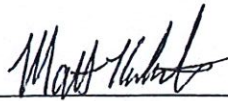
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am the Entertainer in this contract.
3. I am familiar with my employment policies, practices, and procedures and have the sole authority to act on my own behalf.
4. I am enrolled and participate in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit "1" and incorporated herein or alternatively, I do not have any employees.
5. I do not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, I do not currently employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

I certify under the penalties for perjury that the statements above are true and accurate to the best of my knowledge and belief.

EXECUTED on the 23 day of March, 2021.

Signature: _____



Print: Matthew Kotinek

Exhibit B

Certification Statement Regarding Investments in Iran

I, Matthew Kotinec, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, I am not now engaged in investment activities in Iran.
2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

EXECUTED THIS 23 DAY OF March, 2021.

Signature: _____

Matthew Kotinec

Print:

Exhibit C

Title VI Notice

It is the public policy of the City of Elkhart to provide all of its citizen's equal opportunity for education, employment, access to public conveniences and accommodations and housing without regard to Race, Religion, Color, Sex, National Origin, Ancestry, or Disability.

The City of Elkhart adheres to equality in access as expressed by TITLE VI of the Civil Rights Act of 1964, as amended which states:

No person shall on the grounds of race, color, national origin, excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination in any program, service or activity receiving Federal financial assistance.

This equality of opportunity also includes freedom from discrimination based on age, gender and disability.

For more information or to file a complaint contact the ADA/Title VI Coordinator for the City of Elkhart:

Title VI Coordinator 1201 S Nappanee St Elkhart, IN 46516

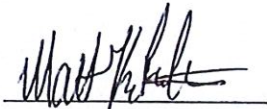
Email: titlevicoordinator@coei.org Phone: (574) 293-2572

Fax: (574) 293-7658

TDD: (574) 389-0189

Acceptance by Contractor

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

A handwritten signature in black ink, appearing to read "Matthew Kotines", written over a horizontal line.

Signed

Matthew Kotines

Printed Name

3-23-2022

Dated

The City of Elkhart Title VI Policy may be accessed here: <https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578>

ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 23rd day of March, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and The Starving Artists.

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 Starving Artists will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with The Starving Artists 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, Main Street at Sycamore Street, Elkhart, IN 46516
3. The date of the event will be: Friday, June 11, 2022.
4. The time of the event will be: From: 5:00-5:45 pm.
5. The time of The Starving Artist's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. The Starving Artists will provide a 45-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. The Starving Artists will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$250.00 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. The Starving Artists, 650 Fulton St., 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: Erin Leiter

Date: 3/23/2022 Erin Leiter, saxophonist
(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____
(Printed Name, Title)

Exhibit A

E-Verify Affidavit

I, Erin Leiter, being first duly sworn, deposes and says that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am the Entertainer in this contract.
3. I am familiar with my employment policies, practices, and procedures and have the sole authority to act on my own behalf.
4. I am enrolled and participate in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit "1" and incorporated herein or alternatively, I do not have any employees.
5. I do not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, I do not currently employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

I certify under the penalties for perjury that the statements above are true and accurate to the best of my knowledge and belief.

EXECUTED on the 23 day of March, 202⁶²1.

Signature: Erin Leiter

Print: Erin Leiter

Exhibit B

Certification Statement Regarding Investments in Iran

I, Erin Leiter, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, I am not now engaged in investment activities in Iran.
2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

EXECUTED THIS 23 DAY OF March, 2021.^{EL}

Signature: Erin Leiter

Print: Erin Leiter

Exhibit C

Title VI Notice

It is the public policy of the City of Elkhart to provide all of its citizen's equal opportunity for education, employment, access to public conveniences and accommodations and housing without regard to Race, Religion, Color, Sex, National Origin, Ancestry, or Disability.

The City of Elkhart adheres to equality in access as expressed by TITLE VI of the Civil Rights Act of 1964, as amended which states:

No person shall on the grounds of race, color, national origin, excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination in any program, service or activity receiving Federal financial assistance.

This equality of opportunity also includes freedom from discrimination based on age, gender and disability.

For more information or to file a complaint contact the ADA/Title VI Coordinator for the City of Elkhart:

Title VI Coordinator 1201 S Nappanee St Elkhart, IN 46516

Email: titlevicoordinator@coci.org Phone: (574) 293-2572

Fax: (574) 293-7658

TDD: (574) 389-0189

Acceptance by Contractor

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

Erin Leiter

Signed

Erin Leiter

Printed Name

3/23/22

Dated

The City of Elkhart Title VI Policy may be accessed here: <https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578>

ENTERTAINMENT CONTRACT

This contract is made as of the 2nd day of March, 2022 by and between the City of Elkhart, Indiana ("City") on behalf of the Elkhart Parks and Recreation Department and Let's Groove Tonight, Earth Wind and Fire Tribute 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.

Let's Groove Tonight, Earth Wind and Fire Tribute Band will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with Let's Groove Tonight 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: 42nd Annual Rhapsody Arts & Music Festival
2. The event will take place at: Island Park, Intersection of Main Street at Sycamore Street, Elkhart, IN 46516 Elkhart IN.
3. The date of the event will be: June 11, 2022.
4. The time of the performance will be: From 8:20 pm – 10 pm.
5. The time of Let's Groove Tonight's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, production, lighting and a drum set.
7. City will provide six hotel rooms for the band on Saturday, June 11th.
8. City will provide ten meals for the band on Saturday, June 11th.
9. Let's Groove Tonight will provide a 100-minute musical performance.
10. Each party will be responsible for its own negligence, recklessness, and/or willful

conduct.

11. Let's Groove Tonight will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$13,500.00, to be paid at the completion of performance.
12. City further agrees to pay the band for its travel and availability in the amount of \$13,500.00 in the event of rain or inclement weather.

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. Let's Groove Tonight, c/o Sal Richetti, 428 Forbes Ave., Suite 1509, Pittsburgh, PA, 15219
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: 3/16/22

Sal Richetti
(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

Exhibit A

E-Verify Affidavit

I, Sal Ricchetti, being first duly sworn, deposes and says that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am the Entertainer in this contract.
3. I am familiar with my employment policies, practices, and procedures and have the sole authority to act on my own behalf.
4. I am enrolled and participate in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit "1" and incorporated herein or alternatively, I do not have any employees.
5. I do not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, I do not currently employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

I certify under the penalties for perjury that the statements above are true and accurate to the best of my knowledge and belief.

EXECUTED on the 16 day of March, 2022

Signature: Sal Ricchetti

Print:

Exhibit B

Certification Statement Regarding Investments in Iran

I, Sei Richeh, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, I am not now engaged in investment activities in Iran.
2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

EXECUTED THIS 16 DAY OF March, 2022

Signature: Sei Richeh

Print:

Acceptance by Contractor

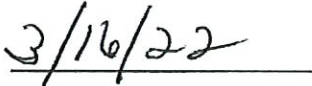
I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

A handwritten signature in black ink, appearing to be "Sil M", written over a horizontal line.

Signed

A handwritten name in black ink, "Jal Richetti", written over a horizontal line.

Printed Name

A handwritten date in black ink, "3/16/22", written over a horizontal line.

Dated

The City of Elkhart Title VI Policy may be accessed here: <https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578>

ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 2nd day of March, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Paul Erdman Trio.

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.

Paul Erdman Trio will provide entertainment services, including musical performance.

City will be hosting Summer Chill and wishes to contract with Paul Erdman Trio 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: 301 NIBCO Parkway, Elkhart, IN 46516
3. The date of the event will be: Friday, September 16th, 2022.
4. The time of the event will be: From 7 pm – 9 pm.
5. The time of Paul Erdman Trio's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. Paul Erdman Trio will provide a 2 hour musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Paul Erdman Trio will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$600.00 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. Paul Erdman Trio, 1001 E Donald Street, South Bend, IN 46613.
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: 4/13/2022

Paul Erdman

(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

SC

ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 11th day of April, 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 & Hungry Blues Band will provide entertainment services, including musical performance.

City will be hosting Summer Chill and wishes to contract with Big Daddy Dupree's Broke & 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 17, 2022.
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 stage, sound, and electricity.
7. Big Daddy Dupree's Broke & Hungry Blues Band will provide a 2-hour musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Big Daddy Dupree's Broke & Hungry Blues Band will invoice the City of Elkhart, Parks

and Recreation Department for its services in the amount of \$800.00. Payment will be made 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. Big Daddy Dupree's Broke & 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:

4/12/2022

Donald E. May Rep: Big Daddy Dupree's

(Printed Name, Title)

*Brake & Hungry
Blubs Band*

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

SC

ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 2nd day of March, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and The Q Sonics.

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 Q Sonics will provide entertainment services, including musical performance.

City will be hosting Summer Chill Concert Series and wishes to contract with The Q Sonics 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: 301 NIBCO Parkway, Elkhart, IN 46516
3. The date of the event will be: Friday, August 19, 2022.
4. The time of the event will be: From 7 pm – 9 pm.
5. The time of The Q Sonics sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. The Q Sonics will provide a 100-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. The Q Sonics will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$600.00 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,

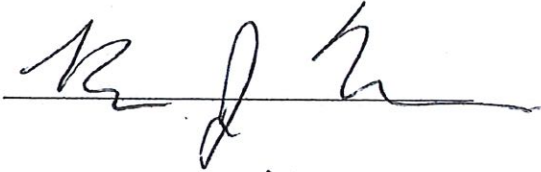
without regard to the jurisdiction in which any action or special proceeding may be instituted.

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. Kevin Quarandillo.
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: 4-18-2022

Kevin Quarandillo Q sonics Bond

(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

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ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 23rd day of March, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and High Life.

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.

High Life will provide entertainment services, including musical performance.

City will be hosting Summer Chill and wishes to contract with High Life 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: 301 NIBCO Parkway, Elkhart, IN 46516
 3. The date of the event will be: Friday, July 15, 2022.
 4. The time of the event will be: From 7 pm – 9 pm.
 5. The time of High Life's sound check will be mutually agreed upon and is TBD.
 6. City will provide electricity, sound, and stage.
 7. High Life will provide a 100-minute musical performance.
 8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
 9. High Life will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$600.00 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.

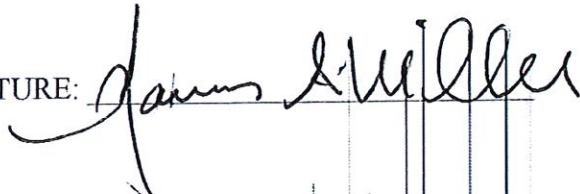
2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be 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. High Life, 12363 Duxbury Ct., Granger, IN 46530.
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.

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:

4-11-22

James A Miller

(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its **BOARD OF PARKS AND RECREATION**



ELKHART BOARD OF WORKS
2022 USE & EVENT PERMIT APPLICATION

Approved by
Event Committee

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

Date Received: 3/29/22

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 7th 2022

LOCATION/VENUE REQUESTED Roosevelt Center 215 W Indiana Ave

LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE ☐ No ☒ Yes

APPLICANT INFORMATION

NAME OF APPLICANT

Antjuna Coleman
Winona Coleman, Charlene Jackson

NAME OF EVENT ORGANIZER/PRODUCER

Nubi Gilamouir & The Best of us Foundation

PRODUCTION COMPANY/ORGANIZATION

52079 Brookstream Circle

STREET ADDRESS

Elkhart

CITY

STATE

IND

APT/UNIT/SUITE

M

ZIP CODE

46514

E-MAIL ADDRESS

Chrennacoleman84@yahoo.com

DAYTIME PHONE

(574) 822-5137

FAX

CELL PHONE

832 846 3928

(574) 350-0325

EVENT DAY ON-SITE CONTACT * REQUIRED

832 846-3928

DAYTIME PHONE

CELL PHONE

(832) 846-3928

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: If your event includes multiple days and/or varying times, please attach a schedule.

SET-UP TIME(S)

From: 8 To: 11:30 AM

TEAR-DOWN

From: 5:30pm To: 7pm

EXPECTED NUMBER OF PARTICIPANTS:

500

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

2021 NUMBER OF PARTICIPANTS:

2020 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

Small version of Rhapsody
in Green

☐ Concert/Performance

☐ Bike Ride

☐ Service

Brief Description of Event:

Multiple business come together to
market & 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 the separate permits from the City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or email Nancy.Wilson@coel.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:

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 are planning to erect tents or canopies, describe and give the quantity 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 tent area.

Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-294-5471 ext. 3005

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 location of the stages/platforms must be approved by the "BOW".

(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 on within 48 hours of event (if 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.

Kids in the community love to see the
firemen 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 RECEPTICLES

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:

Prairie Street

To:

Francis 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's 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 primary contact and must be present during the event:

Contact full name (first/last name):

Contact cell number (area code plus number):

Winona Coleman (832) 846-3928
Charlie Jackson 322-5139
Winona Coleman 350-0325

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, 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 direction of 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 the "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

Thank you for completing your Special Use Permit Application. Before you submit your application please make sure that the following steps have been completed:

Have you?

- ☐ Signed and dated your application?
- ☐ Attached your event site map? (and route map if a run/walk event)
- ☐ Designated the onsite Emergency Contact Person?
- ☐ Provided all documents and information as requested throughout the application? ST-105, 501 (c) (3), etc.
- ☐ Certificate of Insurance listing the City of Elkhart as a Certificate Holder
- ☐ Tent Permit if applicable

Certificates of Insurance should include the following under additionally insured:

Civil City of Elkhart
Elkhart Park Board for and on behalf of Parks & Recreation
1320 Benham Avenue
Elkhart, IN 46516

Civil City of Elkhart
229 South Second Street
Elkhart, IN 46516

Submit your completed application to:

For Parks:

City of Elkhart Parks & Recreation Board
Use & Event Permitting
1320 Benham Avenue
Elkhart, IN 46516
Phone (574) 295-7275
Email:elkhartcityparkspermits@coel.org

For Board of Works:

City of Elkhart Board of Public Works
Use & Event Permitting
229 South 2nd Street
Elkhart, IN 46516
Phone (574) 294-5471 ext. 1055
Email:Nancy.Wilson@coel.org

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.

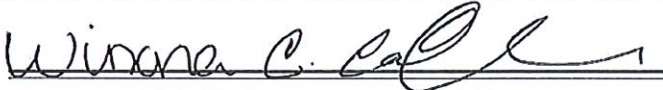
APPLICANT SIGNATURE

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 with 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

3/29/22
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

Approved by
Event Committee

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

Date Received: 3/30/22

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: Compassion Walk DATE(S) REQUESTED 5/7/2022 LOCATION/VENUE REQUESTED Island Park

LOCATION/VENUE 2ND CHOICE REQUESTED High Dive Pavilion

OFFICE USE: DATE/VENUE AVAILABLE ☐ No ☒ Yes

APPLICANT INFORMATION

NAME OF APPLICANT
Cancer Resources for Elkhart County

NAME OF EVENT ORGANIZER/PRODUCER
Compassion Walk

PRODUCTION COMPANY/ORGANIZATION
Cancer Resources for Elkhart County

STREET ADDRESS
23971 US Highway 33, Elkhart, IN 46517

APT/UNIT/SUITE

CITY
Elkhart

STATE
IN

ZIP CODE
46517

E-MAIL ADDRESS
pnorton@elkhartcancer.org

DAYTIME PHONE
(574) 875-5158

FAX
(574) 875-6962

CELL PHONE
(574) 849-7510

EVENT DAY ON-SITE CONTACT * REQUIRED
Peter Norton

DAYTIME PHONE
(574) 875-5158

CELL PHONE
(574) 849-7510

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

XX 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 #
35-1091429

EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time: 10 AM

Finish Time: Noon

Additional Information Required: If your event includes multiple days and/or varying times, please attach a schedule.

SET-UP TIME(S)	TEAR-DOWN
From: 8:30 AM To: 9:30 AM	From: Noon To: 1 PM
EXPECTED NUMBER OF PARTICIPANTS: 150	
If event is reoccurring, please submit past number of participants below.	
2021 NUMBER OF PARTICIPANTS: 80	2020 NUMBER OF PARTICIPANTS: 75

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

☐ No

☒ Yes

Event Name: Compassion Walk

Location: Island Park

Date: May 1, 2021

EVENT DESCRIPTION

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

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Walk/Run | <input type="checkbox"/> Cultural Event | <input type="checkbox"/> Other event, please describe: |
| <input type="checkbox"/> Art Fair/Festival | <input type="checkbox"/> Public Rally/March | |
| <input type="checkbox"/> Concert/Performance | <input type="checkbox"/> Bike Ride | |
| <input type="checkbox"/> Service | | |

Brief Description of Event:

This is a 1 mile walk crossing no streets, walking West on Island Park across the river, turning South to the bridge by the McDonald's, then turning East across The bridge. The walkers will go behind The Aquatics Center through Centennial Park and turned north on the Johnson Street. The walkers then turned back West and crossed back south to Island Park on the bridge adjacent to High Dive Pavilion.

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 the separate permits from the City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or email 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:

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 are planning to erect tents or canopies, describe and give the quantity 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 tent area.

Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-294-5471 ext. 3005

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 location of the stages/platforms must be approved by the "BOW".

(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 on within 48 hours of event (if 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: _____

- | | | |
|--------------------------|-------------------|------------------------|
| <input type="checkbox"/> | Ambulance(s) | Number Requested _____ |
| <input type="checkbox"/> | Medic Kubota | |
| <input type="checkbox"/> | Fire Truck | |
| <input type="checkbox"/> | 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:

- | | | |
|--|------------------------------------|-------------|
| <input type="checkbox"/> Event Fencing | Number of Sections Requested _____ | Other _____ |
| <input type="checkbox"/> Snow Fencing | Number of Feet Requested _____ | Other _____ |

Additional fees may apply.

WASTE RECEPTICLES

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 →

- | | |
|--|---|
| <input type="checkbox"/> Golf Cars | ONLY AVAILABLE FOR CITY ORGANIZED EVENTS (I.E.: Rhapsody, Summer Chill, WinterFest, etc.) |
| <input type="checkbox"/> Risers | ONLY AVAILABLE FOR CITY ORGANIZED EVENTS (I.E.: Rhapsody, Summer Chill, WinterFest, etc.) |
| <input type="checkbox"/> Stage | ONLY AVAILABLE FOR CITY ORGANIZED EVENTS (I.E.: Rhapsody, Summer Chill, WinterFest, etc.) |
| <input type="checkbox"/> 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.

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)

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

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 primary contact and must be present during the event:

Contact full name (first/last name): Peter Norton

Contact cell number (area code plus number): (574) 849-7510

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, 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 direction of 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 the "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

ELKHART COUNTY COVID REVIEW PLAN

Event Plans must be accompanied by an Elkhart County Health Department Gathering or Meeting or Special or Seasonal Event Covid-19 Safety Plan.

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 with 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.

Peter T Norton

PRINTED NAME OF APPLICANT

Peter T Norton

SIGNATURE OF APPLICANT

March 30, 2022

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



2022 Compassion Walk Emergency Action Plan



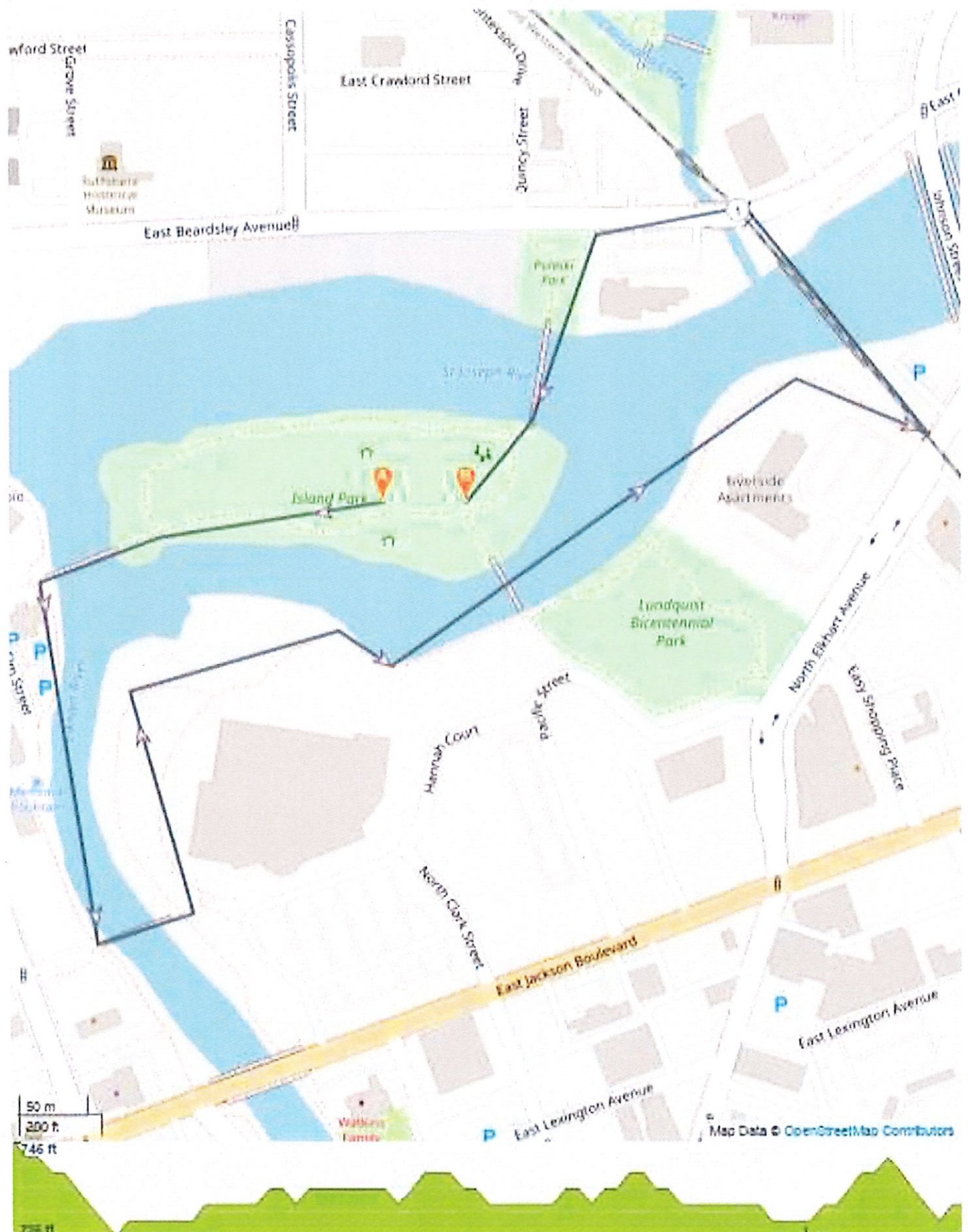
As the Compassion Walk is not competitive, rather it is a symbolic walk in support of local cancer patients, we don't anticipate problems with injuries. We will have a first aid kit, and any other injury will be dealt with by family and friends or possibly calling an ambulance.

Should inclement weather or other emergencies arise, we will publish on social media and our website information about postponement.

For Covid-19 safety, we are offering the option for people to contact us and schedule their own individual walk time.

Contact: Peter Norton
Mobile Phone: (574) 849-7510

1 Mile - Island Park Johnson



Date Received: April 7, 2022

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: Cup Memorial DATE(S) REQUESTED June 10-24

LOCATION/VENUE REQUESTED Historic Roosevelt Building (Lacasa)

LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE

☐ No ☒ Yes

APPLICANT INFORMATION

NAME OF APPLICANT Damond Smart

NAME OF EVENT ORGANIZER/PRODUCER

Cup memorial

PRODUCTION COMPANY/ORGANIZATION

STREET ADDRESS

STREET ADDRESS
103 Gumwood Drive

APT/UNIT/SUITE

CITY

Werkzeuge

STATE

E 12

ZIP CODE

46573

E-MAIL ADDRESS

PHONE diamond smart 1980@gmail.com FAX

DAYTIME PHONE

FAX

CELL PHONE

574-322-9307

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: 5:00 pm

Finish Time: 10:00 pm

Additional Information Required: If your event includes multiple days and/or varying times, please attach a schedule.

SET-UP TIME(S)

From: 5:00 pm To: 10: pm

TEAR-DOWN

From: 9 am To: 10 pm

EXPECTED NUMBER OF PARTICIPANTS:

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

2021 NUMBER OF PARTICIPANTS:

2020 NUMBER OF PARTICIPANTS:

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

(Please check No or Yes below.)

☐ No

☒ Yes

Event Name: Cup Memoria 1

Location: Historical Roosevelt Building
(Lacasa)

Date: June 10-24

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

Family Memorial For Loved Ones

☐ Concert/Performance

☐ Bike Ride

☐ Service

Brief Description of Event:

Cups put in the fence that
spell out names of people who passed
away in Elkhart IN

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 the separate permits from the City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or email 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:

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 are planning to erect tents or canopies, describe and give the quantity 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 tent area.

Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-294-5471 ext. 3005

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): _____

1 car

Black Kia Optima

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

☐ No☒ Yes

Number of Vehicles: _____

Vehicle Description(s): _____

1 car

Black Kia Optima

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 location of the stages/platforms must be approved by the "BOW".

(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 on within 48 hours of event (if 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 RECEPTICLES

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.

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

NONE

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)

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 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, 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 direction of 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 the "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

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 with 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.

Darionel Smart

PRINTED NAME OF APPLICANT

[Signature]

SIGNATURE OF APPLICANT

April 7, 2022

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

Approved by
Event Committee

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

Date Received: 4/5/22

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: Celebration of Life: Spud & Smurf DATE(S) REQUESTED 6/18/22
LOCATION/VENUE REQUESTED 7th & Cleveland through 7th & Garfield
LOCATION/VENUE 2ND CHOICE REQUESTED Ullery Park (also)
OFFICE USE: DATE/VENUE AVAILABLE ☐ No ☒ Yes

APPLICANT INFORMATION

NAME OF APPLICANT Ethel Walls
NAME OF EVENT ORGANIZER/PRODUCER

PRODUCTION COMPANY/ORGANIZATION

706 W Cleveland Ave
STREET ADDRESS
Elkhart
CITY
taylorak@msu.edu
E-MAIL ADDRESS
(574) 320-1314
DAYTIME PHONE
IN
STATE
46516
ZIP CODE

(574) 343-7462
CELL PHONE
EVENT DAY ON-SITE CONTACT * REQUIRED
Alyah Taylor / Victoria Kyle
DAYTIME PHONE
(574) 320-1314
CELL PHONE
(574) 343-7462

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: 5pm

Finish Time: 9pm

Additional Information Required: If your event includes multiple days and/or varying times, please attach a schedule.

SET-UP TIME(S)		TEAR-DOWN	
From: 4pm	To: 5pm	From: 9pm	To: 10pm
EXPECTED NUMBER OF PARTICIPANTS:			
If event is reoccurring, please submit past number of participants below.			
2021 NUMBER OF PARTICIPANTS: 100		2020 NUMBER OF PARTICIPANTS:	

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

☐ No

☒ Yes

Event Name: _____

Location: 7th & Cleveland through 7th & Garfield

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

Remembrance / Father's Day Celebration of our
lost son/brother/father/friend

Celebrating the life of two members of our family
we lost last year.

Brief Description of Event:

Family / community block party to

celebrate the life of two of our loved ones

who were taken from us last summer due to gun violence.

Both men were/are fathers, sons, uncles, 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 the separate permits from the City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or email Nancy.Wilson@coel.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:

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 are planning to erect tents or canopies, describe and give the quantity 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 tent area.

Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-294-5471 ext. 3005

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 location of the stages/platforms must be approved by the "BOW".

(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 on within 48 hours of event (if 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 RECEPTICLES

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.

Additional Information May Be Required.

STREET DEPARTMENT

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

☐ No ☒ Yes → Street Name Cleveland / Garfield

Please mark all that may apply:

Street Closed From: 7th and Cleveland To: 7th and Garfield
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)

Neighbors, whom have been and will be again welcome to the block party.

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

We have welcomed them to join in on the event.
Will be sure to be open to any request during requested time to keep noise to a reasonable level.

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 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, 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 direction of 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 the "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

Thank you for completing your Special Use Permit Application. Before you submit your application please make sure that the following steps have been completed:

Have you?

- ☒ Signed and dated your application?
- ☐ Attached your event site map? (and route map if a run/walk event)
- ☒ Designated the onsite Emergency Contact Person?
- ☐ Provided all documents and information as requested throughout the application? ST-105, 501 (c) (3), etc.
- ☐ Certificate of Insurance listing the City of Elkhart as a Certificate Holder
- ☐ Tent Permit if applicable

Certificates of Insurance should include the following under additionally insured:

Civil City of Elkhart
Elkhart Park Board for and on behalf of Parks & Recreation
1320 Benham Avenue
Elkhart, IN 46516

Civil City of Elkhart
229 South Second Street
Elkhart, IN 46516

Submit your completed application to:

For Parks:

City of Elkhart Parks & Recreation Board
Use & Event Permitting
1320 Benham Avenue
Elkhart, IN 46516
Phone (574) 295-7275
Email: elkhartcityparkspermits@coei.org

For Board of Works:

City of Elkhart Board of Public Works
Use & Event Permitting
229 South 2nd Street
Elkhart, IN 46516
Phone (574) 294-5471 ext. 1055
Email: Nancy.Wilson@coei.org

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 with 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.

Ethel Walls

PRINTED NAME OF APPLICANT

Ethel Walls

SIGNATURE OF APPLICANT

4/5/22

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 2nd Street
Elkhart, IN 46516
Phone: (574) 294-5471

Date Received: 3/28/22

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: Elkhart Juneteenth Celebration DATE(S) REQUESTED June 19, 2022

LOCATION/VENUE REQUESTED Roosevelt Park

LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE ☐ No ☒ Yes

APPLICANT INFORMATION

NAME OF APPLICANT Antwon D. Williams Sr.

NAME OF EVENT ORGANIZER/PRODUCER _____

PRODUCTION COMPANY/ORGANIZATION

Lowdmouf Entertainment

STREET ADDRESS

806 West Lusher Avenue

APT/UNIT/SUITE

CITY

Elkhart

STATE

IN

ZIP CODE

46517

E-MAIL ADDRESS

Lowdmoufent@gmail.com

DAYTIME PHONE

574-326-4292

FAX

CELL PHONE

574-326-4292

EVENT DAY ON-SITE CONTACT * REQUIRED

Antwon Williams Sr

DAYTIME PHONE

574-326-4292

CELL PHONE

574-326-4292

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: 1:00 pm

Finish Time: 4:00 pm

Additional Information Required: If your event includes multiple days and/or varying times, please attach a schedule.

SET-UP TIME(S)

From: 12:00 pm To: 1:00 pm

TEAR-DOWN

From: 4:00 pm To: 5:00 pm

EXPECTED NUMBER OF PARTICIPANTS:

300

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

2021 NUMBER OF PARTICIPANTS:

2020 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:

The Elkhart Juneteenth Celebration will be held Sunday June 19 2022 at Roosevelt Park. This family friendly event will feature a live DJ, black owned food/merchandise vendors and organizations from across Michiana, gifts, live performances, crafts, guest speakers, youth dance party, and more. This event is designed to bring the community closer together through education of history, fun, and networking.

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 the separate permits from the City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or email 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:

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 are planning to erect tents or canopies, describe and give the quantity 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 tent area.

Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-294-5471 ext. 3005

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: 3

→ Vehicle Description(s): White Caravan, Blue Escape, Red SUV

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 location of the stages/platforms must be approved by the "BOW".

(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 on within 48 hours of event (if 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 →

3pm-330pm

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.

For this event we would like to have a fire truck spray a stream of water into the air onto patrons for a short period during the event

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 RECEPTICLES

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.

For this event we would like to feature a basketball game between EPD officers and a team of Community members

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: Prairie Ave To: Roys Ave
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: _____

There will be a live DJ at this event

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)

Residents in the surrounding block

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

I will inform the residents of the upcoming event and ensure them that the noise will not exceed the event times we have been granted

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 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, 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 direction of 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 the "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

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 with 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.

Antwon D. Williams Sr.

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 Juneteenth Celebration" Event Plan

Sunday June 19, 2022

1pm - 4pm

Downtown Elkhart

The Elkhart Juneteenth Celebration will be held SUNDAY JUNE 19, 2022 at Roosevelt Park located at the intersection of Prairie and Indiana Ave in Elkhart, Indiana from 1pm - 4pm with street closures along Garfield Ave. from Prairie Ave to Roys Ave. This family friendly event will feature a live DJ, black owned food/merchandise vendors and organizations from across Michiana, gifts, live performances, crafts, guests speakers, youth dance party, and more.

This event is designed to bring the community closer together through education of history, fun, and networking.

Guests will be informed (via Social Media event pages and signs displayed at participating merchants) that patrons are expected adhere to the following protocols when attending Elkhart Juneteenth Celebration:

- Please comply and be respectful of the safety officers/event staff controlling pedestrian and vehicle traffic.
- Service will be given on a first come, first serve basis

1. Other Mitigation Efforts: In case of any major injury EFD EMT will be contacted.

2. Map/Diagram:





ELKHART BOARD OF WORKS
2022 USE & EVENT PERMIT APPLICATION

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

Date Received: 3/3/22

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: Rhapsody Arts & Music Festival DATE(S) REQUESTED June 10 and 11

LOCATION/VENUE REQUESTED Island Park, Elkhart, Indiana

LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE

☐ No ☒ Yes

APPLICANT INFORMATION

NAME OF APPLICANT

Sherry Krask

NAME OF EVENT ORGANIZER/PRODUCER

Elkhart Parks and Recreation Department

PRODUCTION COMPANY/ORGANIZATION

STREET ADDRESS

1320 Benham Ave

CITY

Elkhart

STATE

IN

APT/UNIT/SUITE

ZIP CODE

46516

E-MAIL ADDRESS

sherry.krask@coei.org

DAYTIME PHONE

574-295-7275

FAX

574-522-7808

CELL PHONE

574-326-4891

EVENT DAY ON-SITE CONTACT * REQUIRED

Sherry Krask

DAYTIME PHONE

574-295-7275

CELL PHONE

574-326-4891

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: **Friday, June 10, 12:00 pm** Finish Time: **Saturday, June 11, 10:00 pm**
Additional Information Required: If your event includes multiple days and/or varying times, please attach a schedule.

SET-UP TIME(S) From: Monday, June 6 To: Friday, June 10	TEAR-DOWN From: Saturday, June 11 To: Monday, June 13
EXPECTED NUMBER OF PARTICIPANTS: 12,000	
If event is reoccurring, please submit past number of participants below.	
2021 NUMBER OF PARTICIPANTS: 12,000	2020 NUMBER OF PARTICIPANTS: na

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

☐ No ☒ Yes  Event Name: Rhapsody Arts & Music Festival
Location: Island Park Date: June 11 & June 12, 2021

EVENT DESCRIPTION

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

- | | | |
|---|---|--|
| <input type="checkbox"/> Walk/Run | <input type="checkbox"/> Cultural Event | <input type="checkbox"/> Other event, please describe: |
| <input checked="" type="checkbox"/> Art Fair/Festival | <input type="checkbox"/> Public Rally/March | |
| <input type="checkbox"/> Concert/Performance | <input type="checkbox"/> Bike Ride | |
| <input type="checkbox"/> Service | | |

Brief Description of Event:

Food truck vendors, artisanal, commercial, and direct sales vendors will be on the island selling their products.

Musical entertainment and various activities will take place on the island for the entirety of the event.

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 the separate permits from the City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or email 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: please see attached

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 are planning to erect tents or canopies, describe and give the quantity 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: 50 +

Tent/Canopy Size(s): 10 x 10'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 tent area.

Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-294-5471 ext. 3005

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 location of the stages/platforms must be approved by the "BOW".

(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): 2

Stage Description(s): Mobile stages

Stage Owner Technoworks/Elkhart Parks Board Phone Number: 574-295-7275

Address: Street, City, State, Zip 1320 Benham Ave, Elkhart, IN 46516

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 on within 48 hours of event (if 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: 12 AND Number of Accessible ADA Portable Toilets: 2

Company/Description(s): J & K Septic, New Paris, Indiana

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: Event fence surrounding bandshell and beer serving area

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 → Motor vehicle and pedestrian control

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 1
☒ 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 TBD Other _____
☐ Snow Fencing Number of Feet Requested _____ Other _____

Additional fees may apply.

WASTE RECEPTICLES

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 → tables, chairs, plants, trash receptacles, picnic tables

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 → bleachers

☒ 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



Crowd control, event safety services

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

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: Rhapsody Arts & Music Festival, Island Park June 10 and 11

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: Musical entertainment

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)

Surrounding neighborhood

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

Prior notification of event through advertising, press release, and social media.

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 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, 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 direction of 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 the "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

ELKHART COUNTY COVID REVIEW PLAN

Event Plans must be accompanied by an Elkhart County Health Department Gathering or Meeting or Special or Seasonal Event Covid-19 Safety Plan.

Please contact the Elkhart County Health Department at 574-523-2283.

Thank you for completing your Special Use Permit Application. Before you submit your application please make sure that the following steps have been completed:

Have you?

- ☐ Signed and dated your application?
- ☐ Attached your event site map? (and route map if a run/walk event)
- ☐ Designated the onsite Emergency Contact Person?
- ☐ Provided all documents and information as requested throughout the application? ST-105, 501 (c) (3), etc.
- ☐ Certificate of Insurance listing the City of Elkhart as a Certificate Holder
- ☐ Tent Permit if applicable

Certificates of Insurance should include the following under additionally insured:

Civil City of Elkhart
Elkhart Park Board for and on behalf of Parks & Recreation
1320 Benham Avenue
Elkhart, IN 46516

Civil City of Elkhart
229 South Second Street
Elkhart, IN 46516

Submit your completed application to:

For Parks:

City of Elkhart Parks & Recreation Board
Use & Event Permitting
1320 Benham Avenue
Elkhart, IN 46516
Phone (574) 295-7275
Email:elkhartcityparkspermits@coei.org

For Board of Works:

City of Elkhart Board of Public Works
Use & Event Permitting
229 South 2nd Street
Elkhart, IN 46516
Phone (574) 294-5471 ext. 1055
Email:Nancy.Wilson@coei.org

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 with 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.

Sherry Krask

PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

03/03/2022

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 2nd Street
Elkhart, IN 46516
Phone: (574) 294-5471

Date Received: 4/11/22

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: Summer Chill DATE(S) REQUESTED 6/17,7/15,8/19,9/16, 2022

LOCATION/VENUE REQUESTED NIBCO Water & Ice Park

LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE

☐ No ☒ Yes

APPLICANT INFORMATION

NAME OF APPLICANT Sherry Krask

NAME OF EVENT ORGANIZER/PRODUCER

Elkhart Parks and Recreation Department

PRODUCTION COMPANY/ORGANIZATION

STREET ADDRESS

1320 Benham Ave

APT/UNIT/SUITE

CITY

Elkhart

STATE

IN

ZIP CODE

46516

E-MAIL ADDRESS

sherry.krask@coei.org

DAYTIME PHONE

574-295-7275

FAX

574-522-7808

CELL PHONE

574-326-4891

EVENT DAY ON-SITE CONTACT * REQUIRED

Sherry Krask

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: 7 pm

Finish Time: 9 pm

Additional Information Required: If your event includes multiple days and/or varying times, please attach a schedule.

SET-UP TIME(S) From: 3 pm To: 7 pm	TEAR-DOWN From: 9 pm To: 10 pm
EXPECTED NUMBER OF PARTICIPANTS: 200-300	
If event is reoccurring, please submit past number of participants below.	
2021 NUMBER OF PARTICIPANTS: 150-200	2020 NUMBER OF PARTICIPANTS: 150-200

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

☐ No

☒ Yes

Event Name: Summer Chill

Location: NIBCO Water & Ice Park

Date: 3rd Fridays, June-September

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: Casual 2 hour free concert with food truck, beer vendor, splash pad.

Family friendly.

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 the separate permits from the City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or email Nancy.Wilson@coel.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: Five Star Dive Bar

IF YES, please describe:

various food trucks, tbd

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 are planning to erect tents or canopies, describe and give the quantity 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 tent area.

Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-294-5471 ext. 3005

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 location of the stages/platforms must be approved by the "BOW".

(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): Lippert Stage

Stage Owner City of Elkhart Park Board Phone Number: 574-295-7275

Address: Street, City, State, Zip 1320 Benham Ave, Elkhart, IN 46516

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 on within 48 hours of event (if 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 RECEPTICLES

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 →

Parks stage, picnic tables, electricity "on", garage unlocked.

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 →

Parks Stage

- ☐ 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.

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: Summer Chill Concert Series, 3rd Fridays in June-September at NIBCO Water and Ice Park, 7-9 pm

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)

Neighboring businesses which are closed during the events.

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

Prior notification of events to surrounding businesses via social media, signage, etc.

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 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, 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 direction of 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 the "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

INDEMNIFICATION, WAIVER AND RELEASE

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Sherry Krask

PRINTED NAME OF APPLICANT

[Signature]

SIGNATURE OF APPLICANT

4/18/22
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 _____

*The Honorable
Rod Roberson
Mayor*

Jamison Czarnecki
Parks Superintendent



*Parks & Recreation
1320 Benham Ave.
Elkhart, IN 46516*

*574.295.7275
Fax: 574.522-7808*

MEMO

To: Board of Elkhart Parks and Recreation

From: Jamison Czarnecki, Superintendent

Date: April 19, 2022

Re: Parks Department Report

Superintendent's Update

- We are excited to have Haia Gendi join our team as the new Volunteer Coordinator and Event Assistant.
- A public geese management meeting was held earlier this month to update citizens and hear feedback on current plans and future plans. Meeting received positive feedback and Parks will work with other departments and regional cities for coordinated efforts.
- Elkhart Parks will be located in City Hall starting the 1st week of May. This move is aimed to be temporary as we secure a long term home for the department, but are happy to be able to serve the citizens in a central location.
- High Dive Service Day
- Updates are being made to the website, much in part to the efforts of the Mayor's Intern Sam McDonough.
- Summer hiring has begun and we are looking for lifeguards, cashiers, water park attendants, instructors, and summer camp staff (18+).

Events Report

- The Spring Fabulous Pop Up Market, was held at McNaughton Pavilion on Saturday, March 19th from 9 am-2 pm. 28 vendors participated and nearly 300 patrons came out to shop.
- At present, we are working on spring/summer events: Rhapsody, Town Green Social, Farmers Market, Summer Chill Concert Series, Fireworks.

Volunteering Report

- We have a new Coordinator and work has started on creating a volunteer program!
- Plans are to have a volunteer newsletter, "Adopt a Park Program," Individual and organizational opportunities, and tracking of impact.
- If you know anyone who wants to volunteer, contact the parks and ask for Haia.

Programming and Recreation Report

- Parks Tolson Spring Bash hosted an average of 24 youth total per day. Special thanks to Minority Health Coalition and Faith Mission for their donation of meals for the kids' lunches.
- Tennis Lessons registrations have opened and welcome any and all ages 4-adults. Lessons take place daily for youth 4-17 years old and for adults 18+ every Tuesday and Thursday. June 13-July 29
- Camp Connection welcomes youth grades 1st-6th June 6-July 29. \$110 for the 8 weeks or scholarship requests. 8A-4P

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- Pickleball lessons are open for registration for two different sessions. Mondays June 13, 20, 27 or Mondays July 11, 18, and 25. 6-730PM \$15 per session. McNaughton Park 12 and up. Bring paddle
- Tolson Programs and Activities end April 29.
- Summer Sports Camps in partnership with Elkhart Community schools. \$30 a child per camp. Grades K – 4. Doors open 8:30 AM camp time 9 AM – 12 PM. 120 participants max. Registration not yet open.
 - Basketball Camp at North Side Middle School June 13 – 15
 - Football Camp at Elkhart Freshman Division June 20 – 22
 - Soccer Camp at Pierre Moran Middle School June 27 – 29
- Summer Sports Training Sessions in partnership with Elkhart Community Schools. \$40 a child per camp. 5:30 PM – 7:30 PM. Grades 5th – 8th. 120 participants max. Registration not yet open.
 - Boys Basketball at Pierre Moran Middle School on Tuesdays from June 7th – 28th.
 - Girls Basketball at Pierre Moran Middle School on Thursdays from June 9th – 30th.
 - Coed Flag Football at Rice Field on Thursdays from July 7th – 28th.
- Summer Fitness Classes at the Park in partnership with Beacon Health. Free to all participants. June 11 – September 24. 9 AM at NIBCO Park before farmer's market. No registration needed.

Ranger Report

March 1-31, 2022 – Ranger Stan McCray

Citations

- None written.

Various Park Activities and number of people participating.

- Baseball (23), Basketball (99), Biking (87), Canoeing/Kayaking (2), Fishing (83), Football (10), Frisbee/Catch (16), Parking/Sitting (566), Grilling/Picnic (39), Playground (419), Scooters (4), Soccer (50), Skateboarding (62), Walking/jogging (546), Walking Dog (104), Tennis (8) and Other (3). Grand Total Patrons – 2,121.

Events

- None.

Damage

- Mar. 4, 2022 – The Willowdale Park Pavilion sustained damage to the north side entry door, the wall and the gas line which was estimated at a minimum of \$2,000.00 dollars. Ranger Miller was dispatched to the scene where the Elkhart Fire Dept. was already present at the scene. An unknown suspect struck the building with a motor vehicle and left the scene. Ranger Miller took photos of the damage and filed a Damage to City Property Report. The Buildings and Grounds repaired the damage and the gas company repaired the gas line.
- Mar. 31, 2022 – Park Ranger McCray noticed a shattered window on the east side of the Pierre Moran Park Pavilion. The damage was reported to the Elkhart Police and a Damage to City Property Report was filed. The

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Buildings and Grounds Dept. was
damage was estimated at a minimum of at least \$300.00 dollars.

contacted to repair the damage. The

Other

- Mar. 23, 2022 – While on patrol, Ranger Coleman discovered an abandoned vehicle in Baker Park which was stuck in the mud near the foot bridge that leads to Studebaker Park. Ranger Coleman reported the abandoned vehicle to the dispatcher. On March 24, Ranger Keen reported that an Elkhart police officer had the vehicle towed from the park due to an expired plate as well as a 'False or fictitious' license plate. The officer advised that owner was given 24 hrs. to remove the vehicle from the park. The vehicle was a silver, 4 dr. Mercury Grand Marquis with Indiana 'Disabled Hoosier Veteran' plate, VT233C. The vehicle was towed by Moore's Towing.

End of Report