

PARK BOARD AGENDA



MEETING SCHEDULE

Tuesday, May 16, 2023, at 5:00 pm
Council Chambers
229 S. 2nd Street, Elkhart, IN 46516

CALL TO ORDER

1. ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

- April 18, 2023

4. APPROVAL OF FINANCIALS

- Claims - \$131,490.90
- Donations – \$0
- Grants - \$0

5. NEW BUSINESS MATTERS

- a. 2023 Fee Schedule Amendments
- b. Entertainment Contracts
- c. Memorandum of Understanding Shark in the Park Summer Workout Series
- d. Memorandum of Understanding Soccer Camps
- e. Michiana Rental Contract

6. OLD BUSINESS

- a. None

7. USE AND EVENT PERMIT

- a. Picnic at the Park – Various Dates – McNaughton Park
- b. Church in the Park – Various Dates – Weston Park, Kardzhali Park, & Ullery Park
- c. Summer Reading End Party – July 20, 2023 – NIBCO Water & Ice Park & Kardzhali Park
- d. Thor Elkhart River Walk Grand Prix – August 2-6, 2023 – NIBCO Water & Ice Park & Kardzhali Park
- e. Lemonade Day – June 3, 2023 – Various Parks
- f. Elkhart's Independence Day Celebration – July 1, 2023 – Kardzhali Park

8. DEPARTMENT REPORT

9. CORRESPONDENCE

- a. None

10. PUBLIC INPUT/PRIVILEGE OF THE FLOOR

ADJOURNMENT

NEXT REGULAR PARK BOARD MEETING JUNE 20, 2023, COUNCIL CHAMBERS.

FINANCIALS ONLY MEETING MAY 30, 2023, PARKS OFFICE

City of Elkhart Parks & Recreation Park Board Minutes



DATE: March 21, 2023

TIME: 5:00 PM

City of Elkhart Parks & Recreation
Council Chambers

LOCATION: 229 S. 2nd Street, Elkhart, IN 46516

Call to Order at 5:00 PM.

1. Roll Call- Quorum Present BOARD MEMBERS PRESENT

Sarah Santerre President	Nekeisha Alayna Alexis Vice President	Mark Datema Secretary Absent	Christopher Baiker Treasurer

2. Approval of Agenda

Motion to Approve Agenda

Motion: NAA

Second: CB

Motion passes with unanimous voice vote

3. Approval of Minutes

March 21, 2023

Motion to Approve

Motion: CB

Second: NAA

Motion passes with unanimous voice vote

4. Approval of Financials

Claims: \$38,810.92

Donations: \$31,415

Grants: \$0

Motion to discuss, approve and place on file

Motion: NAA

Second: CB

Motion passes with unanimous voice vote

Ms. Alexis inquires about the \$30,000 donation from the Fenech Family Foundation.

Mrs. Bowers states that the donation is for summer events on behalf of Brinkley RV.

5. New Business

a. Field Permit

Ms. Ixmatlahua presents the permit on behalf of Jose Gonzalez of Elkhart Soccer. They have rented the fields at Studebaker Park for 12 years.

Motion to preliminarily approve

City of Elkhart Parks & Recreation

Park Board Minutes



Motion: NAA

Second: CB

Motion passes with unanimous voice vote

b. Entertainment Contracts

Ms. Krask explains that contracts are standard contracts the Legal Department provides for all entertainment for Parks events.

Motion to approve

Motion: NAA

Second: CB

Motion passes with unanimous voice vote

c. Memorandum of Understanding with The Roosevelt Center

Ms. Ixmattlahua states that the Department runs an afterschool program at the Roosevelt Center. CARE University is running the space. The Department will pay \$500 monthly to provide a safe space after school.

Motion to approve

Motion: NAA

Second: CB

Motion passes with unanimous voice vote

d. Partnership Agreement with Elkhart Public Library

Mr. Trevor Wendzonka, Chief Marketing Officer at the Elkhart Public Library, presents the agreement. Last year, the Library and the Parks Department partnered to provide rewards for the summer reading program. The Library would like to partner again this year.

Mr. Baiker inquires about how the program works.

Mr. Wendzonka states that the Library will publish a game board with specific days to claim rewards. The youth are given a choice of prizes, and the Library does keep track of how many are given out.

Ms. Alexis inquires about the diversity of the participants.

Mr. Wendzonka states that demographic data is important to the Library, and they look at school involvement, neighborhoods, etc. The Library provides materials in Spanish.

Motion to approve

Motion: NAA

Second: CB

Motion passes with unanimous voice vote

e. CCBCC Operations (Coke) Contract

Mr. Czarnecki states the Department's contract with Pepsi was up for renewal, and the Department looked into options. The Department will be going with Coke at this time. The Department believes it will sell better, and Coke will provide new equipment. It is a 3-year contract for all Parks concessions.

Motion to approve signing the contract electronically

Motion: NAA

Second: CB

Motion passes with unanimous voice vote

f. Pavilion Rental Agreement for CivicRec

Mrs. Bowers states it is the same contract already used to rent pavilions, but the format has changed due to the new software the department will be using.

Motion to approve

Motion: NAA

Second: CB

Motion passes with unanimous voice vote

6. Old Business

a. None

City of Elkhart Parks & Recreation

Park Board Minutes



7. Use and Event Permit

a. **Southern Midwest Festival – May 13, 2023 – Roosevelt Park**

Ms. Winona Coleman presents the permit. This is the third year for the event at Roosevelt Park. It is a vendor event for small businesses to network. There will also be speakers against gun violence.

Ms. Alexis inquires if there will be music.

Ms. Coleman states it will be music on a speaker.

Mr. Baiker inquires about previous attendance

Ms. Coleman states the event previously had about 300 people.

Motion to approve

Motion: NAA

Second: CB

Motion passes with unanimous voice vote

b. **A Taste of Excellence – June 3, 2023 – Roosevelt Park**

Ms. Ashley Spencer presents the permit. This is a vendor event for the community. This is the third year for the event. There will be small businesses, free hot dogs, free haircuts, and games

Ms. Alexis inquires about how food is handled.

Ms. Spencer states that the Health Department does inspect.

Motion to approve

Motion: NAA

Second: CB

Motion passes with unanimous voice vote

c. **Elkhart Family Fish Fest – June 3, 2023 – High Dive Park**

Ms. Krask presents the permit. The event is held annually on the first weekend in June to coincide with a free fishing weekend. There will be a fishing clinic for kids at High Dive Park.

Motion to approve

Motion: CB

Second: NAA

Motion passes with unanimous voice vote

d. **EnviroFest – August 12, 2023 – Island Park**

Mr. Czarnecki presents the permit on behalf of the Elkhart Environmental Center. This is the 25th year for the event. There are environmental booths and activities.

Motion to approve

Motion: NAA

Second: CB

Motion passes with unanimous voice vote

e. **Rhapsody Arts & Music Festival – June 9-10, 2023 – Island Park**

Ms. Krask presents the permit. This is the 43rd year for the event. The Department is in the process of securing vendors and hiring entertainment.

Motion to approve

Motion: NAA

Second: CB

Motion passes with unanimous voice vote

f. **Summer Chill Concert Series – Various Dates – NIBCO Water and Ice Park**

Ms. Krask presents the permit. The event is held on the third Friday of June – September. This year the Department is partnering with Brass Elk Brewing for food and beverages.

Motion to approve

Motion: NAA

Second: CB

Motion passes with unanimous voice vote

City of Elkhart Parks & Recreation

Park Board Minutes



8. Department Report

Mr. Czarnecki invites Councilwoman King, the new Park Liaison, to the podium.

Ms. King introduces herself to the Board.

Mr. Czarnecki reports that the Department has hired a new part-time front office secretary, Mandi Null.

Ms. Gordon reports that the Elkhart Farmers Market is introducing a new loyalty card for shoppers.

Many downtown Elkhart merchants have donated prizes. The Department is planning to hold Island of Blues in September. Utilimaster and Truma Corp are holding park cleanups.

Ms. Ixmattahua thanks Officer Wang, who has been mentoring and playing basketball with the youth at the Roosevelt Center. Participation has been growing. Line dancing ended, but there was a demand to continue, so it has been extended for 12 more weeks. Upcoming programs include watercolors, Getting College Smart, ADEC bird hikes, and skateboarding lessons.

9. Public Input/Privilege of the Floor

Mrs. Santerre opens the privilege of the floor.

Mrs. Santerre closes the privilege of the floor.

10. Approval for Adjournment

Motion to adjourn

Motion: NAA

Second: CB

Motion passes with unanimous voice vote

Adjourn 6:16 pm

PARKS & RECREATION STAFF MEMBERS IN ATTENDANCE

Jamison Czarnecki, Superintendent Luisa Ixmattahua-Garay, Program Coordinator Sherry Krask, Event Coordinator	Sommer Bowers, Office Manager Maddy Gordon, Volunteer Coordinator Jennifer Kobie, Recording Secretary
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ADDITIONAL CITY EMPLOYEES AND GUESTS IN ATTENDANCE

Mr. Ian Irizarry, IT Department Mr. Trevor Wendzonka, Elkhart Public Library	Ms. Rose Rivera, Legal Department Ms. Ashley Spencer, Via Webex	Councilwoman King Ms. Winona Coleman
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Minutes Certification:

Respectfully Submitted,

Recording Secretary Jennifer Kobie

Date

Park Board President Sarah Santerre


Date

Park Board Secretary Mark Datema

Date

PARKS BOARD
CLAIM AND ALLOWANCE DOCKET

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

May 12, 2023 _____
JAMIE ARCE - CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$131,490.90** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 6 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 16TH DAY OF MAY 2023 BY:

PRESIDENT

SARAH SANTERRE

VICE PRESIDENT

NEKEISHA ALAYNA ALEXIS

SECRETARY

MARK DATEMA

TREASURER

CHRISTOPHER BAIKER

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE



City of Elkhart

City of Elkhart

Expense Approval Report

By Fund

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 2204 - PARK & RECREATION					
MW FLOORING, LLC	25003	05/16/2023	Carpet, current carpet remov	2204-5-501-4390900	1,054.15
MW FLOORING, LLC	25003	05/16/2023	OVERAGE	2204-5-501-4390900	279.97
SARA SUTHERLIN	R00633287	05/16/2023	Willowdale Pavilion Refund	2204-5-501-4581000	140.19
Carista Johnson	R00634242	05/16/2023	Studebaker Pavilion Refund	2204-5-501-4581000	186.92
LUISA IXMATLAHUA	R00634251	05/16/2023	Studebaker Pavilion Refund	2204-5-501-4581000	186.92
JP ENTERPRISES, INC	55506	05/16/2023	Name Tags for Rangers	2204-5-501-4220150	28.00
Oscar Ivan Ortega Hurtado	R00636405	05/16/2023	Pierre Moran Pavilion Refund	2204-5-501-4581000	373.83
CARRIAGE CLEANERS INC	16706	05/16/2023	Uniform Cleaning-Nibco Jacke	2204-5-501-4220150	35.00
CARRIAGE CLEANERS INC	16713	05/16/2023	Uniform Cleaning - Nibco Jack	2204-5-501-4220150	27.00
RICOH USA, INC	5067062481	05/16/2023	Copier Read - March	2204-5-501-4210500	190.55
MENARD, INC	28260	05/16/2023	Studebaker Remodel - PVC Pi	2204-5-501-4360500	110.33
MENARD, INC	28285	05/16/2023	Studebaker Remodel - Patch R	2204-5-501-4360500	19.86
MENARD, INC	28366	05/16/2023	Operating Supplies - Studebak	2204-5-501-4360500	103.37
MENARD, INC	28375	05/16/2023	Studebaker Remodel - Paint r	2204-5-501-4360500	66.23
JOSE LOPEZ GARCIA	R00644402	05/16/2023	Lifeguard Certification Refund	2204-5-501-4581000	35.00
AMANDA ALWINE	R00644410	05/16/2023	Lifeguard Certification Refund	2204-5-501-4581000	35.00
KATHERINE MCCRANER	R00644412	05/16/2023	Lifeguard Certification Refund	2204-5-501-4581000	35.00
MELISSA HERNANDEZ	R00644415	05/16/2023	Lifeguard Certification Refund	2204-5-501-4581000	35.00
TRICIA DAVIS	R00644417	05/16/2023	Lifeguard Certification Refund	2204-5-501-4581000	35.00
MENARD, INC	28422	05/16/2023	Studebaker Remodel - Coupli	2204-5-501-4360500	163.27
SHERWIN WILLIAMS	6363-2	05/16/2023	Studebaker Remodel Paint	2204-5-501-4360500	191.13
RICOH, USA	107103220	05/16/2023	Rent for Parks Copier - May	2204-5-501-4370200	107.52
MENARD, INC	28734	05/16/2023	Studebaker Remodel - Paint tr	2204-5-501-4360500	38.09
THE KENDALL GROUP INC.	S112870960.001	05/16/2023	Studebaker Remodel - Strip Li	2204-5-501-4360500	151.58
SHOFF SECURITY SERVICES , I	144170	05/16/2023	Contract Services-Riverview B	2204-5-501-4390912	30.00
ROLLIE WILLIAMS PAINT SPO	26248	05/16/2023	Studebaker Remodel-Ultra fla	2204-5-501-4360500	82.92
MENARD, INC	28791	05/16/2023	Studebaker Remodel - Planks,	2204-5-501-4360500	584.23
MENARD, INC	28811	05/16/2023	Electric Stove and Refridgerat	2204-5-501-4360500	1,473.89
KENNETH J SELNER	107121	05/16/2023	Master Padlock	2204-5-501-4220150	12.00
MENARD, INC	28810	05/16/2023	Studebaker Remodel and Ope	2204-5-501-4220150	61.94
MENARD, INC	28880	05/16/2023	Studebaker Remodel - Door, C	2204-5-501-4360500	272.11
ROLLIE WILLIAMS PAINT SPO	26597	05/16/2023	Studebaker Remodel-Ultra fla	2204-5-501-4360500	82.92
MENARD, INC	28961	05/16/2023	Studebaker Remodel- PVC Pip	2204-5-501-4360500	210.33
MENARD, INC	28970	05/16/2023	Studebaker Remodel - Charco	2204-5-501-4360500	95.82
MENARD, INC	28971	05/16/2023	Studebaker Remodel - Pvc Pip	2204-5-501-4360500	16.09
MENARD, INC	28999	05/16/2023	Studebaker Remodel - Trap,Sli	2204-5-501-4360500	8.48
GAMETIME	PJI-0206038	05/16/2023	Picnic Tables and Outdoor Tra	2204-5-501-4230300	84,934.72
DERRICK BURNETT	R00647252	05/16/2023	Pavilion Refund - High Dive	2204-5-501-4581000	233.64
MENARD, INC	29054	05/16/2023	Studebaker Remodel - Vinyl	2204-5-501-4360500	2.24
NUNAN PRINTING, LLC	58379	05/16/2023	Annual Report Booklets-Adve	2204-5-501-4330300	645.00
TAYLOR WATERMAN	R00647650	05/16/2023	Pavilion Refund - McNaughto	2204-5-501-4581000	210.28
AMAZON CAPITAL SERVICES I	1FFV-JY4L-MJPL	05/16/2023	Office Supplies - Desk Organiz	2204-5-501-4210500	73.98
MENARD, INC	29191	05/16/2023	Studebaker Remodel - Paint a	2204-5-501-4360500	173.96
MENARD, INC	29289	05/16/2023	Studebaker Remodel - Shingle	2204-5-501-4360500	50.23
MENARD, INC	29392	05/16/2023	Studebaker Remodel - Brushe	2204-5-501-4360500	53.38
GRIFFEN PLUMBING & HEATI	SRVCE081027	05/16/2023	Freezer Repair - Riverview Par	2204-5-501-4360100	376.90
MENARD, INC	29443	05/16/2023	Studebaker Remodel - Stain, P	2204-5-501-4360500	226.95
AMAZON CAPITAL SERVICES I	1MGY-M1C6-LT1Y	05/16/2023	Office Supplies - Pins, folders,	2204-5-501-4210500	55.59
MENARD, INC	29789	05/16/2023	Remodel Supplies- Studebake	2204-5-501-4360500	63.95
MENARD, INC	29889	05/16/2023	Studebaker Remodel	2204-5-501-4360500	359.92
MENARD, INC	29946	05/16/2023	Studebaker Remodel	2204-5-501-4360500	27.45
BUGSY'S ELKHART EXTERMIN	24577	05/16/2023	Monthly Pest Control - April	2204-5-501-4390912	210.00
YODER OIL COMPANY INC	CL76605	05/16/2023	Parks Dept. Gasoling - April	2204-5-501-4220210	493.57

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PAXTON MEDIA GROUP	TRUTH70079630	05/16/2023	Advertising for Parks Best of N	2204-5-501-4330300	95.00
AMAZON CAPITAL SERVICES I	17CX-TQCP-PJ14	05/16/2023	Office Supplies - Stapler,Binde	2204-5-501-4210500	162.52
RICOH USA, INC	5067264212	05/16/2023	Copier Read - March	2204-5-501-4210500	160.44
PRINT AND MAIL MANAGEME	3415	05/16/2023	Library Passes for Facilities	2204-5-501-4220150	56.00
MENARD, INC	30436	05/16/2023	Operarting Supplies - Studeba	2204-5-501-4220150	73.94
NEXTHILL CAPITAL PARTNERS	3249-2	05/16/2023	Ranger Uniforms	2204-5-501-4220150	388.00
LRS HOLDINGS LLC	PS531479	05/16/2023	Portable Restrooms - March	2204-5-501-4370200	136.00
LRS HOLDINGS LLC	PS531480	05/16/2023	Portable Restrooms - March	2204-5-501-4370200	217.00
LRS HOLDINGS LLC	PS531481	05/16/2023	Portable Restrooms - March	2204-5-501-4370200	136.00
LRS HOLDINGS LLC	PS531482	05/16/2023	Portable Restrooms - March	2204-5-501-4370200	136.00
AMAZON CAPITAL SERVICES I	1M4M-3NR6-T4WT	05/16/2023	Office Supplies	2204-5-501-4210500	59.79
AMAZON CAPITAL SERVICES I	1M4M-3NR6-T4WT	05/16/2023	Operating Supplies	2204-5-501-4220150	25.75
A & R SEPTIC COMPANY, INC	16270050823	05/16/2023	Nibco Pump Repair	2204-5-501-4360500	600.00
Fund 2204 - PARK & RECREATION Total:					96,997.84

Fund: 2520 - PARK PROGRAM

DEPARTURE ENTERTAINMENT,	ELK 001	05/16/2023	Rhapsody Performer-Entertai	2520-5-630-4390510	9,000.00
GORDON FOOD SERVICE INC	779282315	05/16/2023	Riverview Concessions	2520-5-580-4220150	680.16
PRINT AND MAIL MANAGEME	3396	05/16/2023	Softball Lineup Cards-Progra	2520-5-508-4220101	420.00
GORDON FOOD SERVICE INC	779282536	05/16/2023	Riverview Concessions	2520-5-580-4220150	31.06
STEPHEN D. VAUGHT	4162023	05/16/2023	Rhapsody Performer-Entertai	2520-5-630-4390510	400.00
MENARD, INC	29211	05/16/2023	Events and Program Clean-Up	2520-5-630-4220150	54.16
DONALD E MAY	00001	05/16/2023	Rhapsody Performer-Entertai	2520-5-630-4390510	1,200.00
POTAWATOMI ZOOLOGICAL S	2280ED	05/16/2023	Rhapsody Performer-Entertai	2520-5-630-4390510	225.00
DANA LADUCT	00000140	05/16/2023	Rhapsody Performer-Entertai	2520-5-630-4390510	300.00
LAMAR TEXAS LIMITED PARTN	114722566	05/16/2023	Billboard - Farmers Market	2520-5-630-4220150	150.00
AMAZON CAPITAL SERVICES I	1MGY-M1C6-LT1Y	05/16/2023	Operating Supplies - Kickball C	2520-5-508-4220101	21.99
AMAZON CAPITAL SERVICES I	1MGY-M1C6-LT1Y	05/16/2023	Operating Supplies - Kickball C	2520-5-630-4220150	71.99
GORDON FOOD SERVICE INC	779282994	05/16/2023	Riverview Concession Supplie	2520-5-580-4220150	234.99
JOSEPH M WINTERS	0108294	05/16/2023	Rhapsody Performer-Entertai	2520-5-630-4390510	3,500.00
ERIN R LEITER	42823	05/16/2023	Rhapsody Performer-Entertai	2520-5-630-4390510	250.00
ERIN R LEITER	42823	05/16/2023	Rhapsody Performer-Entertai	2520-5-630-4390510	250.00
DEAD PICKERS SOCIETY	6102023	05/16/2023	Rhapsody Performer-Entertai	2520-5-630-4390510	1,250.00
MICHAEL D STANIFORD	92326	05/16/2023	Rhapsody Performer-Entertai	2520-5-630-4390510	285.00
THOMAS A ASKEY	INV01	05/16/2023	Rhapsody Performer-Entertai	2520-5-630-4390510	600.00
LALO CURA LLC	061023	05/16/2023	Rhapsody Performer-Entertai	2520-5-630-4390510	1,000.00
DANIEL VUKMIROVICH	130	05/16/2023	Rhapsody Performer-Entertai	2520-5-630-4390510	2,500.00
AMAZON CAPITAL SERVICES I	17CX-TQCP-PJ14	05/16/2023	Operation Supplies - Kickball	2520-5-508-4220101	28.99
AMAZON CAPITAL SERVICES I	17CX-TQCP-PJ14	05/16/2023	Operation Supplies - Labels fo	2520-5-630-4220150	18.98
GORDON FOOD SERVICE INC	779283199	05/16/2023	Riverview Concession Supplie	2520-5-580-4220150	202.80
EDWARD J. MULLINS	INV0002	05/16/2023	Rhapsody Performer-Entertai	2520-5-630-4390510	900.00
INDIANA AMATEUR SOFTBALL	2022072050	05/16/2023	Softball Team League Fees	2520-5-508-4390901	930.00
PRINT AND MAIL MANAGEME	3416	05/16/2023	Farmers Market Punch Cards	2520-5-630-4220150	45.00
HERSHEY CREAMERY COMPA	INVE0019070411	05/16/2023	Riverview Concessions	2520-5-580-4220150	554.88
MENARD, INC	30431	05/16/2023	Events and Program clean-up	2520-5-630-4220150	-8.76
MENARD, INC	30436	05/16/2023	Operarting Supplies - Studeba	2520-5-630-4220150	19.98
DT SOFT SERVE, LLC	427056	05/16/2023	Concessions - Band Concert	2520-5-580-4220150	324.00
AMAZON CAPITAL SERVICES I	1M4M-3NR6-T4WT	05/16/2023	Office Supplies	2520-5-508-4220150	169.97
AMAZON CAPITAL SERVICES I	1M4M-3NR6-T4WT	05/16/2023	Office Supplies	2520-5-630-4220150	137.18
QUICKSCORES LLC	231026	05/16/2023	Softball Registration Software	2520-5-508-4390901	248.00
EDWARD J. BELLOWES	003774-5102023	05/16/2023	Umpire Services	2520-5-508-4390931	180.00
GREGORY J. WIDNER	003777-5102023	05/16/2023	Umpire Services	2520-5-508-4390931	180.00
RONALD D. GUYER	003783-5102023	05/16/2023	Umpire Services	2520-5-508-4390931	60.00
JOSHUA REED	023738-5102023	05/16/2023	Umpire Services	2520-5-508-4390931	240.00
JOSEPH R. BOWEN	024990-512023	05/16/2023	Umpire Services	2520-5-508-4390931	120.00
JOSE ALBGETO BRAVO	025993-5102023	05/16/2023	Umpire Services	2520-5-508-4390931	180.00
TONY W MACIK	025994-5102023	05/16/2023	Umpire Services	2520-5-508-4390931	240.00
JUSTIN M RANDALL	025995-5102023	05/16/2023	Umpire Services	2520-5-508-4390931	300.00
Fund 2520 - PARK PROGRAM Total:					27,495.37

Fund: 7740 - SALES TAX

SARA SUTHERLIN	R00633287	05/16/2023	Willowdale Pavilion Refund	7740-4-000-3120708	9.81
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Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Carista Johnson	R00634242	05/16/2023	Studebaker Pavilion Refund	7740-4-000-3120708	13.08
LUISA IXMATLAHUA	R00634251	05/16/2023	Studebaker Pavilion Refund	7740-4-000-3120708	13.08
Oscar Ivan Ortega Hurtado	R00636405	05/16/2023	Pierre Moran Pavilion Refund	7740-4-000-3120708	26.17
DERRICK BURNETT	R00647252	05/16/2023	Pavilion Refund - High Dive	7740-4-000-3120708	16.36
TAYLOR WATERMAN	R00647650	05/16/2023	Pavilion Refund - McNaughto	7740-4-000-3120708	14.72
				Fund 7740 - SALES TAX Total:	93.22
				Grand Total:	124,586.43

Fund Summary

Fund	Expense Amount
2204 - PARK & RECREATION	96,997.84
2520 - PARK PROGRAM	27,495.37
7740 - SALES TAX	93.22
Grand Total:	124,586.43

Account Summary

Account Number	Account Name	Expense Amount
2204-5-501-4210500	Office Supplies	702.87
2204-5-501-4220150	Operating Supplies	707.63
2204-5-501-4220210	Gasoline	493.57
2204-5-501-4230300	Small Tools & Minor Equ	84,934.72
2204-5-501-4330300	Advertising	740.00
2204-5-501-4360100	Repairs & Maintenance	376.90
2204-5-501-4360500	Repairs & Maintenance -	5,228.73
2204-5-501-4370200	Equipment Leases	732.52
2204-5-501-4390900	Other Services & Charge	1,334.12
2204-5-501-4390912	Contract Services	240.00
2204-5-501-4581000	Unappropriated	1,506.78
2520-5-508-4220101	Operating Supplies - Soft	470.98
2520-5-508-4220150	Operating Supplies - Gen	169.97
2520-5-508-4390901	Other Services - Softball	1,178.00
2520-5-508-4390931	Contract Labor - Umpire	1,500.00
2520-5-580-4220150	Operating Supplies	2,027.89
2520-5-630-4220150	Operating Supplies	488.53
2520-5-630-4390510	Ent & Prod Expense	21,660.00
7740-4-000-3120708	Rental Sales Tax - Parks	93.22
	Grand Total:	124,586.43

Project Account Summary

Project Account Key	Expense Amount
None	124,586.43
Grand Total:	124,586.43



City of Elkhart

City of Elkhart

Expense Approval Report

By Fund

Payment Dates 4/14/2023 - 4/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 1101 - GENERAL					
STORAGE RENTAL OF AMERIC	47941	04/21/2023	Storage Units - Dev Services	1101-5-016-4390900	178.00
Fund 1101 - GENERAL Total:					178.00
Fund: 2204 - PARK & RECREATION					
NORTHERN INDIANA PUBLIC S	2157000015-032923	04/14/2023	1020 MCDONALD- PK	2204-5-501-4350200	719.66
NORTHERN INDIANA PUBLIC S	2157360055-032923	04/14/2023	301 NIBCO- PK	2204-5-501-4350200	205.28
INDIANA MICHIGAN POWER	04058946304-033023	04/14/2023	401 RIVERVIEW- PK	2204-5-501-4350100	24.65
INDIANA MICHIGAN POWER	04116178304-033023	04/14/2023	624 E JACKSON- PK	2204-5-501-4350100	27.72
INDIANA MICHIGAN POWER	04196896700-033123	04/14/2023	101 GOSHEN- PK	2204-5-501-4350100	49.58
INDIANA MICHIGAN POWER	04215485709-033123	04/14/2023	131 TYLER- PK	2204-5-501-4350100	290.18
INDIANA MICHIGAN POWER	04520875701-033123	04/14/2023	CONSOLIDATED- PK	2204-5-501-4350100	135.20
COMCAST BUSINESS	170019263-040123	04/14/2023	PARK PHONES- APR- PK	2204-5-501-4320400	136.32
INDIANA MICHIGAN POWER	04267434407-040423	04/14/2023	1324 MARGUERITE- PK	2204-5-501-4350100	363.03
ELKHART PUBLIC UTILITIES	1105360000-040623	04/14/2023	701 ARCADE - PK	2204-5-501-4350400	56.52
ELKHART PUBLIC UTILITIES	1105360205-040623	04/14/2023	701 ARCADE- PK	2204-5-501-4350400	156.70
ELKHART PUBLIC UTILITIES	1105360603-040623	04/14/2023	701 ARCADE- PK	2204-5-501-4350400	71.24
ELKHART PUBLIC UTILITIES	1200680000-040623	04/14/2023	500 BEARDSLEY- PK	2204-5-501-4350400	46.90
ELKHART PUBLIC UTILITIES	1203400000-040623	04/14/2023	WILLOWDALE- PK	2204-5-501-4350400	54.98
ELKHART PUBLIC UTILITIES	1222370300-040623	04/14/2023	619 BALDWIN- PK	2204-5-501-4350400	71.24
NORTHERN INDIANA PUBLIC S	0239660096-041123	04/21/2023	200 LUSHER- PK	2204-5-501-4350200	66.00
NORTHERN INDIANA PUBLIC S	0764660057-041123	04/21/2023	200 W LUSHER- PK	2204-5-501-4350200	66.00
NORTHERN INDIANA PUBLIC S	8793150019-041123	04/21/2023	119 W WOLF- PK	2204-5-501-4350200	145.04
INDIANA MICHIGAN POWER	04999775705-041223	04/28/2023	CONSPLIDATED- PK	2204-5-501-4350100	395.10
COMCAST CABLE	0907664-041223	04/28/2023	INTERNETSVC- APR- PK	2204-5-501-4320400	116.85
COMCAST CABLE	0910809-041723	04/28/2023	INTERNET SVC- APR- PK	2204-5-501-4320400	119.85
STORAGE RENTAL OF AMERIC	47941	04/21/2023	Storage Units - Parks	2204-5-501-4390900	195.00
INDIANA MICHIGAN POWER	04138884905-041823	04/28/2023	353 S. ELKHART- PK	2204-5-501-4350100	99.16
INDIANA MICHIGAN POWER	04220223400-041823	04/28/2023	135 N ELKHART- PK	2204-5-501-4350100	162.69
INDIANA MICHIGAN POWER	04253609608-041823	04/28/2023	147 N ELKHART- PK	2204-5-501-4350100	41.15
INDIANA MICHIGAN POWER	04492922507-041823	04/28/2023	133 N ELKHART- PK	2204-5-501-4350100	368.76
INDIANA MICHIGAN POWER	04215794407-041923	04/28/2023	125 HIGH- PK	2204-5-501-4350100	83.62
FRONTIER NORTH INC.	5741010015-041923	04/28/2023	TELEPHONE SVC- APR- PK	2204-5-501-4320400	47.41
NORTHERN INDIANA PUBLIC S	0441000024-042123	04/28/2023	701 ARCADE- PK	2204-5-501-4350200	194.28
ELKHART PUBLIC UTILITIES	3100223400-042123	04/28/2023	301 NIBCO- PK	2204-5-501-4350400	21.49
ELKHART PUBLIC UTILITIES	3100223500-042123	04/28/2023	301 NIBCO- PK	2204-5-501-4350400	93.99
ELKHART PUBLIC UTILITIES	3306531000-042123	04/28/2023	119 W WOLF- PK	2204-5-501-4350400	95.53
NORTHERN INDIANA PUBLIC S	7549100062-042123	04/28/2023	1320 OLIVE- PK	2204-5-501-4350200	111.29
Fund 2204 - PARK & RECREATION Total:					4,832.41
Fund: 2520 - PARK PROGRAM					
INDIANA MICHIGAN POWER	04844997017-040323	04/14/2023	52256 IDEAL BEACH- PK	2520-5-509-4350100	131.84
ELKHART COUNTY REGIONAL	9000016900-040823	04/14/2023	IDEAL BEACH WATER & SEWE	2520-5-509-4350400	312.22
JACOB STEPHENS	434068	04/28/2023	Program Refund - Softball CoE	2520-5-508-4581000	700.00
GERONIMO NAVARRO	438117	04/28/2023	Program Refund - Softball CoE	2520-5-508-4581000	750.00
Fund 2520 - PARK PROGRAM Total:					1,894.06
Grand Total:					6,904.47

Report Summary

Fund Summary

Fund	Payment Amount
1101 - GENERAL	178.00
2204 - PARK & RECREATION	4,832.41
2520 - PARK PROGRAM	1,894.06
Grand Total:	6,904.47

Account Summary

Account Number	Account Name	Payment Amount
1101-5-016-4390900	Other Services & Charge	178.00
2204-5-501-4320400	Telephone & Communic	420.43
2204-5-501-4350100	Electricity	2,040.84
2204-5-501-4350200	Natural Gas	1,507.55
2204-5-501-4350400	Water & Sewer	668.59
2204-5-501-4390900	Other Services & Charge	195.00
2520-5-508-4581000	Unappropriated	1,450.00
2520-5-509-4350100	Electricity	131.84
2520-5-509-4350400	Water & Sewer	312.22
Grand Total:		6,904.47

Project Account Summary

Project Account Key	Payment Amount
None	6,904.47
Grand Total:	6,904.47

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: City of Elkhart Parks and Recreation Board

From: Jamison Czarnecki

Date: 5-10-2023

Re: Employee Discount for Pavilion Rentals

Dear Board Members,

We are requesting approval to allow a discount for City of Elkhart employees on our pavilion rentals at a discounted rate of 20%. On a weekday rental at Willowdale Pavilion, the session rate is \$75 so the discounted price would be \$15 off. Session rental on a weekend day at the same facility is \$150, so a discounted rate of \$30 off the rental rate.

We are initiating this in accordance with a new program that Human Resources is implementing for employee benefits and incentives to retain and attract great talent in the City of Elkhart.

Thank you for your consideration.

Sincerely,

Jamison Czarnecki
Superintendent
City of Elkhart Parks and Recreation

City of Elkhart Parks and Recreation Department

2023 Fee Schedule

Listed below are the 2023 fees for the Parks & Recreation Department's facility rentals, admissions, and program participation fees.

PAVILION FEES

Cash Key/security deposit	Mandatory	\$300.00	Flat Rate
		Monday-Thursday	Friday-Saturday Sunday & Holidays
High Dive	8 am - 4 pm OR 5 pm - 12 am	\$125.00	\$250.00
McNaughton	8 am - 4 pm OR 5 pm - 12 am	\$100.00	\$225.00
Pierre Moran	8 am - 4 pm OR 5 pm - 12 am	\$85.00	\$200.00
Studebaker	8 am - 4 pm OR 5 pm - 12 am	\$85.00	\$200.00
Willowdale	8 am - 4 pm OR 5 pm - 12 am	\$75.00	\$150.00
		Includes Tax	Includes Tax

Elkhart City Employees receive a 20% discount on pavilion fees.

SHELTER FEES

American Park Shelter	\$50.00	Per Day
Island Park Band Stand	\$75.00	Per Day
Ken Cantzler Memorial Shelter	\$100.00	Per Day
High Dive Gazebo	\$50.00	Per Day
Roosevelt Park Shelter	\$75.00	Per Day
Sterling Park Shelter	\$75.00	Per Day
*McNaughton Park Band Shell	\$75.00	Per Day
Electricity (where available)	\$50.00	Per Day
*Pavilion rental required due to parking limitations	Includes Tax	

PARK RENTAL FEES

Park Usage Fee		Includes Tax	
Island Park	Includes shelter, band shell, electric and permit fee	\$300.00 \$300.00	8 am - 4 pm 5 pm - 12 am
All other Parks- with electric service	Includes pavilion/band shell (if available), electric, and permit fees	\$150.00 \$150.00	8 am - 4 pm 5 pm - 12 am
All Parks- with no electric service		\$100.00 \$100.00	8 am - 4 pm 5 pm - 12 am

City of Elkhart Parks and Recreation Department

2023 Fee Schedule

PAVILION RENTAL CONTRACT VIOLATION FEES

VIOLATION	CHARGE
Doors or windows left open	\$50.00
Damage due to doors or windows left open	TBD by cost of damage per Buildings & Grounds
Failure to turn off appliances or utilities	\$50.00 or TBD by any damage caused
Broken window - Costs \$400 to replace	\$300.00
Incomplete clean-up	Cleaning time x B&G hourly rate
Using rice, bird seed, piñatas, confetti, crepe paper	Cleaning time x B&G hourly rate
Interfering with the rental time of another renter	\$50.00 per hour
Entering or returning to pavilion outside of rental time	\$50.00

City of Elkhart Parks and Recreation Department

2023 Fee Schedule

FACILITY FEES

IDEAL BEACH

Admission & Waterslide	\$8.00	
5 and Under	\$3.00	
Canoe/Kayak Rental	\$5.00	per hour
Group Admission (35+)	\$7.00	
Family Season Pass (up to 6 people)	\$125.00	
Individual Season Pass	\$75.00	
Shelter (Fee + Electric)	\$75.00	includes tax
Facility Rental	\$250.00	per hour plus tax

MCNAUGHTON SPRAY PARK

No admission fee		
Party Patio Rental (up to 40 people)	\$25.00	3 hours

NIBCO WATER & ICE PARK (EFFECTIVE DECEMBER 1, 2022)

Youth Admission (ages 3-12)	\$6.00	
Adult Admission (ages 13+)	\$8.00	
Ages 2 and Under	Free	
Skate Rental	Free	
Skate Trainer	Free	
Skate Sharpening	\$6.00	
Youth Group Admission (35+)	\$5.00	
Adult Group Admission (35+)	\$7.00	
Private Rental Skate Rental	\$3.00	
Facility Rental	\$175.00	per hour plus tax

PIERRE MORAN POOL

Admission	\$4.00	
2 and under	\$1.00	
Senior Citizens (62+)	\$2.00	
Group Admission (25+)	\$3.00	
Party Patio Rental (up to 40 people)	\$25.00 + admission	3 hours
Facility Rental	\$250.00	per hour plus tax

City of Elkhart Parks and Recreation Department

2023 Fee Schedule

PROGRAM/RECREATION FEES

DAY CAMP		35 DAYS	
8 am - 4 pm		\$110.00	
Winter Camp	(up to 8 days)	\$20.00-\$30.00	
SOFTBALL LEAGUES			
Summer		\$700.00	Early registration
		\$750.00	After deadline
Fall		\$450.00	Early registration
		\$500.00	After deadline
SWIM LESSONS		8 Days	
Preschool		\$50.00	
Learn to Swim		\$50.00	
Adult		\$50.00	
TENNIS LESSONS			
Tot Classes		\$55.00	
Beginners		\$65.00	
Intermediate		\$65.00	
Jr. Varsity		\$80.00	
Varsity		\$80.00	
Adult		\$75.00	

City of Elkhart Parks and Recreation Department

2023 Fee Schedule

EVENTS

FROSTY 5K & 5 MILE

Registration fee	\$25.00
Early bird fee (Until January 3)	\$20.00
Shirt (with pre-registration)	\$12.00
Shirt (on race day)	\$20.00

FOURTH OF JULY

Food Vendor	\$200-\$400
Glow Toy Vendor	\$100-300

POP-UP MARKETS

Vendor Space	\$25.00	per 12 foot table
Food Vendor	\$25.00-\$75.00	per date

FARMERS MARKET

Growers	\$150.00 season or \$15.00 per day
Home Based Vendors	\$150.00 season or \$15.00 per day
Artisans (Handmade or homemade items)	\$300.00 season or \$15.00 per day
Direct Sales	\$300.00 season or \$15.00 per day

TOWN GREEN SOCIAL

Artisan Vendor	\$15.00 per day
Food Vendor	\$25.00-\$100 per day

RHAPSODY ARTS & MUSIC FESTIVAL

Gate Entry	up to \$5.00	per person per day
	Free	10 and under
Artisan Vendors	\$100.00	20 feet
	(Additional \$100 with electric)	
Direct Sales and On-Site Services	\$125.00	20 feet
	(Additional \$100 with electric)	
Commercial Services	\$500.00	20 feet
	(Additional \$100 with electric)	
Food Vendor	\$800.00	20 feet
Food Vendor w/ Supply Truck	\$900.00	20 feet w/ electric
Food Vendor	\$1,000.00	30 feet
Food Vendor w/ Supply Truck	\$1,100.00	30 feet w/ electric
Non-Profit Food Vendor	\$225.00	
Specialty Food Vendor (No trailer, no electricity)	\$500.00	
Community Organizations and Political Parties	\$50.00	20 feet

City of Elkhart Parks and Recreation Department

2023 Fee Schedule

EVENTS

RUMMAGE SALES

Set Up Fee	\$15.00-\$25.00
Food Vendor	\$25.00-\$75.00 per date

SUMMER CHILL

Food Vendor	\$25.00-\$75.00 per date
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WINTERFEST

Food Vendor	\$25.00-\$100.00 per date
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DANCES

Various	\$5.00-\$20.00
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City of Elkhart Parks and Recreation Department

2023 Fee Schedule

FIELD AND ACTIVITY FEES

PIERRE MORAN SOFTBALL FIELD	2 fields available	
Field Rental Fee	\$25.00	per field
RIVERVIEW SOFTBALL COMPLEX	4 fields available	
Field rental fee	\$200.00	per field
	\$700.00	per day
Supervisor	\$50.00	per hour
	\$300.00	per day up to 8 hrs
Temporary Fencing	\$75.00	per field
STUDEBAKER SOCCER FIELDS	3 fields available	
Field rental fee	\$25.00	per game
PICKLEBALL	\$1.00	per player
PICKLEBALL & TENNIS COURT RENTALS	\$10.00	per hour per court

GROUP RENTERS

Elkhart Municipal Band	In-kind with contract agreement
Truth in Jazz/Jazz Assemblage	In-kind with contract agreement
New Horizons Band	\$500.00
Elkhart Community Schools	In-kind exchange of use of properties
Elkhart City Entities	No Charge
Neighborhood Associations	No Charge
Non-profit Weekday Rental (5+ Rentals)	25% discount per session
Weekend Group Rentals	Full price
Elkhart Dahlia Society	In-kind services

**City of Elkhart Parks and Recreation Department
2023 Fee Schedule**

APPROVED this 16th Day of May 2023

by the CITY OF ELKHART BOARD OF PARKS AND RECREATION

Sarah Santerre President

Nekeisha Alayna Alexis Vice President

Mark Datema Secretary

Chris Baiker Treasurer

ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 12th day of April, 2023 by and between the CITY OF ELKHART, INDIANA (“City”) on behalf of the Elkhart Parks and Recreation Department and the Hipposonics.

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

City will be hosting Summer Chill Concert Series and wishes to contract with the Hipposonics 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 21, 2023.
4. The time of the event will be: From 7 pm – 9 pm.
5. The time of the Hipposonics sound check will be mutually agreed upon and is TBD.
6. City will provide electricity and stage.
7. The Hipposonics will provide a 120-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. The Hipposonics will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$800.00.

1. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
 - b. The Hipposonics, 23858 Pokagon Highway, Cassopolis, MI 49031
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: Rick Kalil

Date: April 18, 2023

Rick Kalil, entertainer -The Hipposonics

(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 1st day of March, 2023 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: Main at Sycamore Street, Elkhart, IN 46516.
3. The date of the event will be: Friday, June 9, 2023.
4. The time of the event will be: From 6 pm-7:30 pm.
5. The time of The Incredible Johnsons 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 90 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 \$900.00.

1. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
 - b. Ed Mullins, 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: 04/13/2023

Ed Mullins

(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 1ST day of March, 2023 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 and sound production.

City will be hosting Summer Chill 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: Summer Chill
2. The event will take place at: NIBCO Water and Ice Park
3. The date of the event will be: Friday, September 15, 2023
4. The time of the event will be: From 7:00 pm-9:00 pm
5. City will provide electricity and stage.
6. The Incredible Johnsons will provide a 120-minute musical performance.
7. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
8. The Incredible Johnsons will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$1,200.00 to be paid at the completion of performance.

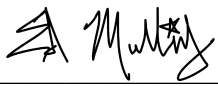
1. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to

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, Ed Mullins, 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: 04/13/2023

Ed Mullins

(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 21st day of March, 2023 by and between the CITY OF ELKHART, INDIANA (“City”) on behalf of the Elkhart Parks and Recreation Department and Lalo Cura LLC.

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 LLC will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with Lalo Cura LLC 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: Saturday, June 10, 2023.
4. The time of the event will be: From 12:00 pm -1:30 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 90-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Lalo Cura LLC will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$1,000.00.

1. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
 - b. Lalo Cura LLC, 1011 S 4th Street, Goshen, IN 46528
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: Rafael Chavez

Date: 04/11/2023

Rafael Chávez - Owner

(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 21st day of March, 2023 by and between the City of Elkhart, Indiana (“City”) on behalf of the Elkhart Parks and Recreation Department and Old Hank’s Son.

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.

Old Hank’s Son will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with Old Hank’s Son 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: Saturday, June 10, 2023.
- 4.The time of the event/performance time will be: From 4:00-5:30 pm.
- 5.The time of Old Hank’s Son’s sound check will be mutually agreed upon and is TBD.
- 6.City will provide electricity, sound, and stage.
- 7.Old Hank’s Son will provide a 90 minute musical performance.
- 8.Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
- 9.Old Hank’s Son will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$700.00.

1.Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.

2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.

3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:

a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.

b. Tom Askey, 9609 Woodlawn Dr. #1, Portage, MI 49002

c. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or

d. 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.

e. 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: 4/11/23

Thomas Askey

(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 28st day of March, 2023 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 The Elkhart Farmers Market 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: The Elkhart Farmers Market.
2. The event will take place at: 301 NIBCO Parkway, Elkhart, IN 46516.
3. The date of the event will be: Saturday, May 27, 2023.
4. The time of the event will be: From 10:00 am-12:00 pm.
5. City will provide electricity.
6. The Starving Artists will provide a 120-minute musical performance.
7. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
8. The Starving Artists will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$250.00.

1. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.

2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
 - b. The Starving Artists, Erin Leiter, 650 Fulton Street, 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: 4/12/23 Erin Leiter, Entertainer
(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 21st day of March, 2023 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: Saturday, June 10, 2023.
 4. The time of the event will be: From 10:30 am-11:30 am.
 5. The time of The Starving Artists 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 60-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.
-
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, Erin Leiter, 650 Fulton Street, 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: 4/10/23

Erin Leiter, Saxophonist, The Starving Artists
(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 21st day of March, 2023 by and between the CITY OF ELKHART, INDIANA (“City”) on behalf of the Elkhart Parks and Recreation Department and The Steepwater 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.

The Steepwater Band will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with The Steepwater 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: Saturday, June 10, 2023.
4. The time of the event will be: From 6:00 pm-7:30 pm.
5. The time of The Steepwater Band’s sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. The Steepwater Band will provide a 90-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. The Steepwater Band will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$3,500.00.

1. **Governing Law**—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
2. **Severability**— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. **Modification**—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. **Notices**—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
 - b. The Steepwater Band, 18 E Grove Street, Lombard, IL 60148
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 Joe Winters _____

Date: 2023.Apr.28 _____

Dana Michelle Kiser, Ofc Mgr, Intrepid Artists

(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 12th day of April, 2023 by and between the CITY OF ELKHART, INDIANA (“City”) on behalf of the Elkhart Parks and Recreation Department and Ultrafab.

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.

Ultrafab will provide entertainment services, including musical performance.

City will be hosting The Independence Day Celebration and wishes to contract with Ultrafab 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: The Independence Day Celebration.
2. The event will take place at: Central Green, 300 S Main Street, Elkhart, IN 46516.
3. The date of the event will be: Saturday, July 1, 2023.
4. The time of the event will be: From 8:00 pm – 10:30 pm.
5. The time of Ultrafab’s sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. Ultrafab will provide a 2.5 hour musical performance, including one break.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Ultrafab will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$1,500.00.

1. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana,

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

2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
 - b. UltraEntertainment, LLC, 235 E Willow Drive, South Bend, IN 46637.
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: Brendan Crise

Date: 4.29.23

Brendan Crise, Owner

(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 1ST day of March, 2023 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Departure: The Journey 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.

Departure: The Journey Tribute Band will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with Departure: The Journey Tribute 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: 43rd Rhapsody Arts & Music Festival
2. The event will take place at: Island Park, Main at Sycamore Street, Elkhart, Indiana.
3. The date of the event will be: Saturday, June 10, 2023
4. The time of the event will be: From 8:00 pm – 10:00 pm
5. The time of Departure's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, production, and stage.
7. City will provide hotel accommodations- 5 double rooms, for the band on Saturday, June 10th, 2023
8. City will provide meals for the band on Saturday, June 10th, 2023 per rider
9. Departure will provide a 120-minute musical performance.
10. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.

11. Departure: The Journey Tribute Band will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$9,000.00 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 \$9,000.00 in the event of rain or inclement weather.

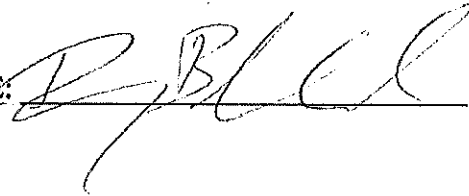
1. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any 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. Departure Entertainment, LLC, 1255 Whisper Cove Drive, Buford, GA 30518
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:

1/24/2023

Dory Ballard, Managing Partner
(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

ENTERTAINMENT CONTRACT

This contract is made as of the 20th day of April, 2023 by and between the City of Elkhart, Indiana (“City”) on behalf of the Elkhart Parks and Recreation Department and Duke Tumatoe.

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 will provide entertainment services, including musical performance.

City will be hosting Island of Blues and wishes to contract with Duke Tumatoe 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: Island of Blues
2. The event will take place at: Island Park, Main at Sycamore Streets, Elkhart, IN 46516
3. The date of the event will be: Saturday, September 16, 2023
4. The time of the event will be: From 12:00 pm-1:00 pm
5. The time of Duke Tumatoe’s sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. Duke Tumatoe will provide a 60 minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Duke Tumatoe will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$1,750.00.

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

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

2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
 - b. Duke Tumatoe, P O Box 1766, Carmel, IN 46082
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 Tumatooe

Date: 5/5/23

Justin Seidenberg, Manager

(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 13th day of April by and between the CITY OF ELKHART, INDIANA (“City”) on behalf of the Elkhart Parks and Recreation Department and Hideous Business.

RECITALS

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

Hideous Business will provide entertainment services, including musical performance.

City will be hosting The Independence Day Celebration and wishes to contract with Hideous Business to provide musical entertainment.

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

1. The name of the event will be: The Independence Day Celebration.
2. The event will take place at: Central Green, 300 S Main Street, Elkhart, IN 46516.
3. The date of the event will be: Saturday, July 1, 2023.
4. The time of the event will be: From 6 pm-7:30 pm.
5. The time of Hideous Business’s sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. Hideous Business will provide a 90-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Hideous Business will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$700.00.

1. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana,

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

2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
 - b. Hideous Business, 24356 Park Shore Drive, Elkhart, IN 46517
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: _____

(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 1ST day of March, 2023 by and between the City of Elkhart, Indiana ("City") on behalf of the Elkhart Parks and Recreation Department and Dead Pickers Society.

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.

Dead Pickers Society will provide entertainment services, including musical performance.

City will be hosting Rhapsody Arts & Music Festival and wishes to contract with Dead Pickers Society 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 10, 2023.
4. The time of the event will be: 2:00 PM. To 3:30 PM
5. The time of Dead Pickers Society's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. Dead Pickers Society will provide a 90-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Dead Pickers Society will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$1,250.00 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. Dead Pickers Society, 2305 Randall Road, Fort Wayne, IN 46818.
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: _____



(TDPS)

Date: _____

04/06/23

David Atless Band Leader

(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“Agreement”) is made as of the ____ day of _____, 2023 by and between the CITY OF ELKHART, INDIANA (“City”) on behalf of the Elkhart Parks and Recreation Department and Tina Shark.

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.

Tina Shark (TS) is a local instructor, who has years of experience with outdoors fitness training.

City and TS desire to offer a “Shark in the Park Summer Workout Series.” Working out in the fresh air, will motivate our community to workout more outdoors, increasing a healthy well-being community.

City and TS 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. TS will lead the program every other Saturday starting from June 10-September 30.
2. The program will take place at various Elkhart City Parks.
3. The course will run from 9:00-10:30am
4. Participants must be 13 (+) ages 13 -17 must be accompanied by an adult.
5. The program will cost participants \$99.00 for full class series. Walk in participants \$15.00.
6. TS will receive 70% of the program fees.
7. Parks will keep 30% of the program fees.
8. Parks will create online registration form and collect those fees.

9. TS will conduct the entirety of the program.
10. TS will communicate and receive approval from Program and Recreation Coordinator Luisa Ixmattlahua for each location “Shark in the Park” will work out at.
11. Liability insurance will be provided by TS in amounts of \$1M.
12. 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.
13. 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.
14. 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.
15. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be: The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.

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16. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
 17. 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.
 18. Entire Agreement—This Agreement constitutes the final agreement between Tina Shark and City related to the operation of “Shark in the Park Summer Workout

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

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

By: _____

Date: _____

(Printed Name, Title)

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

By:_____

Date: _____

(Printed Name, Title)

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“Agreement”) is made as of the ____ day of _____, 2023 by and between the CITY OF ELKHART, INDIANA (“City”) on behalf of the Elkhart Parks and Recreation Department and Julio De La Croix

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.

Julio De La Croix (JDC) is a semi professional soccer athlete that was raised in Elkhart City, he has coached soccer for more than 20 years.

City and JDC desire to offer various Soccer Camps that will enhance participant’s performance, and improve their knowledge of the sport.

City and JDC 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. JDC will lead “Tots Soccer Clinic” program two days July 19 and July 20. The program will take place at Weston Park. The course will run from 5:15-6:00pm. Participants must be 3-5 years old. The program will cost participants \$20 per child. JDC will receive 70% of the program fees. Parks will keep 30% of the program fees.
2. JDC will lead “Youth Soccer Camp” program two days July 17 through July 21. The program will take place at Studebaker Park. The course will run from 9:00-11:30am. Participants must be 4th to 6th grade. The program will cost participants \$20 per child. JDC will receive 70% of the program fees. Parks will keep 30% of the program fees.
3. JDC will lead “Teenagers Soccer Camp” program two days July 17 through July 20. The program will take place at Studebaker Park. The course will run from 6:00-

- 8:30. Participants must be 14-17 years old. The program will cost participants \$25 per child. JDC will receive 70% of the program fees. Parks will keep 30% of the program fees.
4. Parks will create online registration form and collect those fees.
 5. JDC will conduct the entirety of the program.
 6. Liability insurance will be provided by JDB in amounts of \$1M.
 7. 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.
 8. 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.
 9. 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.
 10. 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.
-
11. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
 12. 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.

13. Entire Agreement—This Agreement constitutes the final agreement between JDC and City related to the operation of “Soccer Camps”. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

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

By: _____

Date: _____

(Printed Name, Title)

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

By: _____

Date: _____

(Printed Name, Title)

**Status: Reservation**

Contract #: 58209-1

Reserved Date: Fri 6/ 9/2023 9:00AM

Operator: 14

Customer #: 17614

ELKHART PARKS DEPARTMENT

Phone 574-295-7275

229 S SECOND ST

ELKHART, IN 46516

Delivery Fri 6/ 9/2023 9:00AM

MADDY GORDON 269-240-8641

ISLAND PARK

200 E SYCAMORE ST

ELKHART, IN 46516

EAST END OF ISLAND

Pickup Mon 6/12/2023 9:00AM

MADDY GORDON 269-240-8641

ISLAND PARK

200 E SYCAMORE ST

ELKHART, IN 46516

Qty	Ser#	Items	Agreed Return Date	Status	Each	Price
1		20' X 40' WHITE TOP FRAME TENT 1day \$700.00 3dys \$700.00 1week \$1,050.00 2weeks \$1,400.00 4weeks \$2,100.00 GRASS	Mon 6/12/2023 9:00AM	Reserved	\$700.00	\$700.00

Total for Rental \$700.00

Qty	Items Sold	Status	Each	Price
1	INSIDE NILES RED ZONE	Selling	\$100.00	\$100.00

Total for Delivery \$100.00**Rental Contract**

This is a Reservation. No cancellations will be allowed within 30 days of event start. Any modifications within 72 hours of event start will incur additional modification fees.

Rental:	\$700.00
Delivery Charge:	\$100.00
Subtotal:	\$800.00
Total:	\$800.00
Paid:	\$0.00
Amount Due:	\$800.00

Signature: _____

ELKHART PARKS DEPARTMENT

TERMS AND CONDITIONS

In consideration of the hiring of the Equipment described without operator, by the undersigned (hereinafter referred to as the "Renter") from MICHIANA TOOL RENTAL, INC. (hereinafter referred to as the "Dealer") upon the terms for the price herein specified, it is agreed as follows:

1. **RENTAL AND TERM.** Begins on the date and time specified as "START" and terminates on the date and time specified as "END" unless amended in writing on the reverse of this contract. Rental charges commence on delivery of the Equipment to Renter and end upon return of Equipment to Dealer's premises. Dealer may terminate Rental at any time and take possession of the Equipment. Renter agrees to pay on return of Equipment to Dealer's premises, all charges and costs incurred. Renter's right to use the Equipment terminates on the expiration and the dates set forth above unless extended in writing by the Dealer.
2. **CONDITIONS OF HIRING, INSPECTION PRIVILEGE AND WAIVER DEFECTS.** Renter accepts and hires the Equipment on an "as is" basis. Renter acknowledges receipt of all of the Equipment in good working condition and declares that Renter fully understands its proper operation and use. Renter acknowledges and declares that Renter has examined the Equipment and all hitches, bolts, safety chains, hauling tongues, together with all the devices and materials used in the Equipment to Renter's towing motor vehicle, if any, and Renter declares that he has received all of such equipment in a secure and operative condition. Renter is responsible for loading and unloading the goods in and out of the Equipment. If the Dealer's employees assist in loading and unloading the goods, the Renter agrees to assume the risk of, and hold the Dealer harmless for, any property damage or personal injuries, including damage or injuries attributable to the negligence of the employees. Renter agrees to return the Equipment to Dealer's premises upon the expiration and due date hereof in as good condition as when received by Renter, ordinary wear and tear excepted. "Ordinary wear and tear" shall mean the deterioration of the Equipment caused by ordinary and reasonable use on a one shift (eight hours per day, five days per week) basis. Renter agrees to pay immediately all charges and costs incurred.
3. **EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Renter will immediately discontinue use of the personal property should it at anytime, following the execution of this agreement or any subsequent agreement, become unsafe or in disrepair. Furthermore, the Renter will immediately notify the Dealer that the Equipment is unsafe or in disrepair and until such time as Dealer has regained possession the Renter agrees to take all steps reasonably necessary to protect the person and all property from the Rental Equipment or product.
4. **COMPLIANCE WITH THE LAWS.** Renter acknowledges that Dealer has no control over the use of the Equipment by Renter, and Renter agrees at his sole expense, to comply with all municipality, county, state and federal laws and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the Equipment while it is in the possession of and in use by the Renter. Renter shall not permit any person who is not licensed to operate the Equipment. Dealer is not responsible for underground utilities. It is the Renter's responsibility to identify all underground lines and/or cables prior to installation.
5. **PERMITTED AREA OF USE OF EQUIPMENT.** Without Dealer's written consent, Renter shall not remove the Equipment from the state in which it is rented.
6. **RENTER'S LIABILITY FOR MISUSE OF EQUIPMENT.** Renter shall not abuse, harm or misuse the Equipment. Renter shall not permit any repairs to be made or lien to be placed upon the Equipment without Dealer's written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Renter's use and hiring of said Equipment, Renter agrees to accept all responsibility therefore and shall hold the Dealer harmless from any claim or damages therefrom. Renter shall furnish the Dealer with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses. Unless otherwise specified herein, case of the loss, theft, damage to the Equipment, or of loss of possession thereof, or inability to return the same to Dealer, on expiration and due date, for any reason whatsoever. Renter shall pay Dealer the actual replacement cost thereof, and in addition thereto, the cost of said Equipment.
7. **RENTER'S LIABILITY FOR RETURN OF EQUIPMENT.** All equipment is accepted by Dealer subject to count and examination at Dealer's office or warehouse.
8. **DISCLAIMER OF WARRANTIES.** Dealer makes NO warranties, expressed or implied, as to the Equipment's merchantability or fitness for any particular purpose. Renter's sole remedy for any failure or defect in the Equipment during the term of rental charges at the time of failure, provided the Equipment is returned to Dealer within 24 hours after such failure. Dealer shall not be responsible for any loss, damage or injury to Renter or Renter's property, including consequential damages, in any way connected with the operation, use, defect in or failure of the Equipment.
9. **USE OF DEPOSIT, AND LIABILITY FOR LATE PAYMENT, UPON BREACH BY RENTER.** Renter acknowledges that the purpose and intent of the deposit paid by the Renter hereunder is to secure the payment of rent and to guarantee the full and complete performance of each of all of the terms, covenants and agreements to be performed by Renter hereunder. Renter agrees to pay a late payment penalty at the rate of one and one half (1 1/2%) per month on the amount due.
10. **INDEMNIFICATION OF DEALER BY RENTER.** Renter assumes liability for, and shall indemnify, defend and hold harmless Dealer, its agents, employees, officers, directors, successors, and assigns from and against, any obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs, and expenses, including attorney's fees, of whatsoever kind and nature, relating to or arising out of the use of the Equipment, on the part of the Renter to perform or comply with the conditions of this lease. Without limiting the generality of the foregoing, Renter shall, at its own cost and expense, defend Dealer against all claims, suits or proceedings commenced by anyone in which Dealer is named as a party for which Dealer is alleged to be responsible as a result of or arising out of the equipment, or any alleged act or omission by Dealer, and Renter shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment or verdict thereof. In the event any such action is commenced naming Dealer as a party. Dealer may, in its sole discretion, elect or defend said action on its own behalf with counsel of its choice, and Renter shall be liable for and reimburse Dealer the expenses, and attorney's fees incurred by Dealer in such defense. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease. **Purpose of this clause:** It is understood and agreed by the parties that the purpose of this clause is to completely shift the risk of all claims relating to arising out of the lease of the equipment to Renter hereunder. It is the intention of the parties that this clause be interpreted broadly and in favor of Dealer.
11. **TAXES.** Renter agrees to pay any and all taxes, license fees, or permit fees arising out of the hiring and use of the Equipment. Renter agrees to pay said taxes as they appear as apart of the fact of this contract or whether said taxes are levied by the government authority. In the event of a claim by any government authority for taxes arising out of this transaction, Renter agrees to pay the Dealer said taxes upon demand.
12. **TITLE.** Title to the Equipment is and shall remain in Dealer, if the Equipment is levied upon for any reason whatsoever, Dealer may retake the Equipment without notice or legal process, and may take all action reasonably necessary to protect its interest in the Equipment.
13. **INSURANCE.** If renter has insurance covering such loss or damage, Renter shall exercise all rights available upon him under said insurance, take all action necessary to process claim, and Renter further agrees to assign said claim to Dealer. Upon request to Dealer, Renter shall furnish name of his insurance agent, insurance company and complete information concerning insurance coverage carried by Renter. Renter's waiver of claims against Dealer shall be contingent upon Renter's prompt making of and submission to Dealer of copy of police report.
14. *** ANY AND ALL DAMAGE TO EQUIPMENT.** Renter shall be responsible for paying any and all costs of inherent damage to the Equipment obtained under this agreement. Pictures will be captured at time renter takes possession of the Equipment. Renter shall be obligated to pay all sums incurred by Dealer. If more than one item of Equipment is damaged renter agrees to cover all cost of repairs including but not limited to,
 - A. The loss or damage results from theft or conversion.
 - B. The loss or damage results from overloading or exceeding the rated capacity of the Equipment
 - C. The loss or damage is to motors or other electrical Equipment or a device that is caused by wrong voltage, inadequate extension cords, or artificial electrical current.
 - D. The loss or damage is caused by infidelity of Renter, his employees, or persons to whom the Equipment is entrusted.
 - E. The use of the Equipment is in violation of any of the terms of the agreement or applicable law.
 - F. The loss or damage to tires and tubes caused by blowout, bruises, cuts, road hazards, or other causes inherent in the use of equipment.
 - G. The loss or damage resulting from lack of lubrication or other normal services of Equipment.
 - H. The loss or damage caused by objects falling on equipment or physical damage to any part of the equipment caused by abuse or neglect.
15. *** CONDITION OF RETURN.** Renter agrees to return equipment in the same condition as it was received including but not limited to fuel replenished to same, rinsed clean of all dirt mud or debris from the use of said equipment including trailers when applicable. All fuel and or cleaning charges will apply at end of rental upon inspection by Michiana Rental employees. Cleaning charges will be a minimum of \$100. Fuel charges will be charged accordingly at \$10 per gallon.. All charges will be collected therein by close of contract and will be billed to current payment method at that time.



ELKHART BOARD OF WORKS
2023 USE & EVENT PERMIT APPLICATION

Approved by
Event Committee

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

Date Received: 5/3/2023

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

EVENT NAME: Picnic at the Park DATE(S) REQUESTED Every Thursday June and July beginning June 8
LOCATION/VENUE REQUESTED McNaughton Park

LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE

☐ No ☐ Yes

May conflict with Day Camp
Requesting fee Waiver

APPLICANT INFORMATION

NAME OF APPLICANT
Beth Pittman

NAME OF EVENT ORGANIZER/PRODUCER

Crossroads Community Church

PRODUCTION COMPANY/ORGANIZATION

STREET ADDRESS

57415 Alpha Drive

APT/UNIT/SUITE

CITY

Goshen

STATE

IN

ZIP CODE

46528

E-MAIL ADDRESS

DAYTIME PHONE

574-875-4479 ext. 102

FAX

574-

CELL PHONE

EVENT DAY ON-SITE CONTACT * REQUIRED

Beth Pittman

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: 11 am

Finish Time: 12 pm

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

SET-UP TIME(S) From: 11:30 To: 12:00 pm	TEAR-DOWN From: 1 pm To: 1:30 pm
EXPECTED NUMBER OF PARTICIPANTS:	
If the event is reoccurring, please submit the past number of participants below.	
2022 NUMBER OF PARTICIPANTS:	2021 NUMBER OF PARTICIPANTS:

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

☒ No

☐ Yes

Event Name: _____

Location: _____

Date: _____

EVENT DESCRIPTION

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

☐ Walk/Run

☐ Cultural Event

☐ Other event, please describe:

☐ Art Fair/Festival

☐ Public Rally/March

☐ Concert/Performance

☐ Bike Ride

☒ Service

Brief Description of Event:

As part of Crossroads Community Church, You Are Loved initiative, Crossroads would like to serve

Picnic at the Park in McNaughton Park each Thursday in June and July from noon until 1 pm.

We would like to serve hotdogs, chips, water, and Popsicles to people who visit the park!.

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

PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed

EVENT LOGISTICS

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

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:

We plan to serve hot dogs, chips, water, and popsicles.

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

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

TENTS AND CANOPIES

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

Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐

No

☒

Yes



Number of Tents/Canopies: One

Tent/Canopy Size(s): 10' x 10'

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

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

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

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

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

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

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

VEHICLES

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

☒

No

☐

Yes



Number of Vehicles: _____

Vehicle Description(s): _____

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

☒

No

☐

Yes



Number of Vehicles: _____

Vehicle Description(s): _____

STAGES/PLATFORMS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached. Will your event include the installation of stages/platforms? The "BOW" must approve the location of the stages/platforms.

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

**May require additional insurance.*

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

Stage Description(s): _____

Stage Owner _____ Phone Number: _____

Address: Street, City, State, Zip _____

Stage Specs will be required.

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

PORTABLE TOILETS

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

ADA-compliant toilets are required for Public Gatherings.

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

Company/Description(s): _____

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

FENCING

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

(Please check No or Yes below.)

☒ No ☐ Yes → Description: _____

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

EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

Will the event require Emergency Support Services?

(Please check No or Yes below.)

☒ No ☐ Yes → _____

Number of Emergency Management Staff Requested

☐ \$50.00 Minimum of two Event Personnel _____

☐ \$25.00 Event Personnel each per event _____

Total Cost \$ _____

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

FIRE DEPARTMENT

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

☒ No ☐ Yes →

Time(s) Requested: _____

☐
☐
☐
☐

Ambulance(s)

Number Requested _____

Medic Kubota

Fire Truck

First Aid Station

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

Additional Information May Be Required.

BUILDINGS AND GROUNDS

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

☐ Event Fencing Number of Sections Requested _____

Other _____

☐ Snow Fencing Number of Feet Requested _____

Other _____

Additional fees may apply.

WASTE RECEPTACLES

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

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

☒ No ☐ Yes →

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

(Please check No or Yes below.)

☒ No ☐ Yes →

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

PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☒ No ☐ Yes →

☐ Golf Cars

ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)

☐ Risers

ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)

☐ Stage

ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)

☐ Trailer (tables/chairs)

ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)

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

City Departments Only may request the use of these items.

POLICE DEPARTMENT

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

☐ No ☐ Yes →

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

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 the primary contact and must be present during the event:

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

Contact cell number (area code plus number):

574-607-1240

EVENT MAPS

SITE MAP (Required for all Applicants)

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

ROUTE MAP (Runs, Walks, Bike Rides)

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

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

ELKHART COUNTY HEALTH DEPARTMENT

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

INDEMNIFICATION, WAIVER AND RELEASE

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

APPLICANT SIGNATURE

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

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

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

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

Beth Pittman

PRINTED NAME OF APPLICANT

Beth Pittman

SIGNATURE OF APPLICANT

5/2/23

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_____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Church Group of Indiana 13800 Jackson Road Mishawaka IN 46544		CONTACT NAME: Julie Meiser PHONE (A/C, No, Ext): (800) 572-6197 FAX (A/C, No): E-MAIL: jmeiser@americanchurchgroup.com ADDRESS:	
INSURED Crossroads Community Church of the Nazarene, Inc. 57415 Alpha Dr Goshen IN 465287840		INSURER(S) AFFORDING COVERAGE INSURER A: Brotherhood Mutual Insurance NAIC # 13528 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	13MLA0463029	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Naming the City of Elkhart-Parks & Recreation Department as an Additional Insured on policy 13M463029.

CERTIFICATE HOLDER**CANCELLATION**

City of Elkhart-Parks & Recreation Department 229 S 2nd St Elkhart IN 46516	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Julie Meiser
---	---

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OFFICE OF

DAVID P. WILSON

GENERAL SECRETARY

CHURCH OF THE NAZARENE • GLOBAL MINISTRY CENTER

February 18, 2010

RE: Crossroads Community Church of the Nazarene
57415 Alpha Dr.
Goshen, IN 46528-7840

FEIN 35-0992108

To Whom It May Concern:

This letter is in response to your inquiry concerning the tax exempt status of the Church of the Nazarene.

The General Board of the Church of the Nazarene, which is the corporate vehicle of our denomination, enjoys federal tax exemption, and in some instances also, state and local tax exemption, contingent upon the federal ruling.

The General Board and any of its subordinate units are not required to file federal income tax returns so long as they retain their present tax exempt status, which is given them as described in Section 501 (c)(3) of the Internal Revenue Code. Crossroads Community Church of the Nazarene is a part of the Church of the Nazarene and is a "subordinate" unit for this purpose.


I am enclosing a copy of a letter received from the Internal Revenue Service regarding the tax exemption of the church. This should give you sufficient evidence of the tax-exempt status of the Church of the Nazarene.

Sincerely,

DAVID P. WILSON
General Secretary

DPW/al


Enclosure

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248164838
Dec. 30, 2008 LTR 4167C E0
44-0552034 000000 00 000
00016376
BODC: TE

 GENERAL BOARD CHURCH OF THE NAZAREN
GLOBAL MINISTRY CENTER
17001 PRAIRIE STAR PKWY
LENEXA KS 66220

08761

Employer Identification Number: 
Group Exemption Number: 1588
Person to Contact: Mr. Brown
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Dec. 17, 2008, request for information about your tax-exempt status.

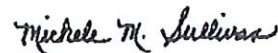
Our records indicate that you were issued a determination letter in July 1963, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106 and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I



ELKHART BOARD OF WORKS
2023 USE & EVENT PERMIT APPLICATION

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

Date Received: May 2, 2023

Approved by
Event Committee

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: Church in the Park DATE(S) REQUESTED: 6/11, 6/18, 6/25, 7/2, 7/9, 7/16, 7/23, 7/30, 8/6
LOCATION/VENUE REQUESTED: Weston - June Kardzhali - July Ulleny
LOCATION/VENUE 2ND CHOICE REQUESTED: _____
OFFICE USE: DATE/VENUE AVAILABLE ☐ No ☒ Yes Requesting fee Waiver

APPLICANT INFORMATION

NAME OF APPLICANT: Ashley Ucan

NAME OF EVENT ORGANIZER/PRODUCER

Crossroads community church

PRODUCTION COMPANY/ORGANIZATION

57415 Alpha Dr.

STREET ADDRESS

Goshen.

APT/UNIT/SUITE

CITY

STATE

ZIP CODE

IN

46528

E-MAIL ADDRESS

514-370-3931

DAYTIME PHONE

FAX

CELL PHONE

EVENT DAY ON-SITE CONTACT * REQUIRED

Ashley Ucan

DAYTIME PHONE

514 370 3931

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 #

35-0992108

EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time: 11

Finish Time: 12:30

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

SET-UP TIME(S)

From: 10

To: 11

TEAR-DOWN

From: 12

To: 1230

EXPECTED NUMBER OF PARTICIPANTS:

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

2022 NUMBER OF PARTICIPANTS:

2021 NUMBER OF PARTICIPANTS:

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

(Please check No or Yes below.)

☒ No

☐ Yes

Event Name: _____

Location: _____

Date: _____

EVENT DESCRIPTION

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

☐ Walk/Run

☐ Cultural Event

☐ Other event, please describe: _____

☐ Art Fair/Festival

☐ Public Rally/March

☐ Concert/Performance

☐ Bike Ride

☒ Service

Brief Description of Event:

We would like to offer church @ the park via video truck. We will also have free food & bounce house each week!

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

PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed ?

No Admission Fees Allowed

EVENT LOGISTICS

All event logistics are subject to the approval of the "EPRB." Additionally, certain event features, such as street closures and separate permits from the City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or e-mail Nancy.Wilson@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 plan to erect tents or canopies, describe and give the number of tents and/or canopies, along with the sizes of each. A separate sheet with this information may be attached. All tents and/or canopies must be indicated on the Site Map. The Event Organizer is responsible for any damage caused to City/Park property/facility and must consult "BOW" prior to installation.

Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐

No

☒

Yes



Number of Tents/Canopies:

8x10 1

Tent/Canopy Size(s):

8x10

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

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

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

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

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

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

VEHICLES

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

☒

No

☐

Yes



Number of Vehicles:

Vehicle Description(s):

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

☒

No

☐

Yes



Number of Vehicles:

Vehicle Description(s):

STAGES/PLATFORMS

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

*May require additional insurance.



No



Yes

Number of Stage(s): _____

Stage Description(s): _____

Stage Owner _____

Phone Number: _____

Address: Street, City, State, Zip _____

Stage Specs will be required.

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

PORTABLE TOILETS

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

ADA-compliant toilets are required for Public Gatherings.



No



Yes

Number of Portable Toilets: _____

AND

Number of Accessible ADA Portable Toilets: _____

Company/Description(s): _____

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

FENCING

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



No



Yes

Description: _____

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

EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

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



No



Yes

Number of Emergency Management Staff Requested



\$50.00 Minimum of two Event Personnel _____



\$25.00 Event Personnel each per event _____

Total Cost \$ _____

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

FIRE DEPARTMENT

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

☒ No ☐ Yes →

Time(s) Requested: _____

☐
☐
☐
☐

Ambulance(s)

Number Requested _____

Medic Kubota

Fire Truck

First Aid Station

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

Additional Information May Be Required.

BUILDINGS AND GROUNDS

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

☐ Event Fencing Number of Sections Requested _____

Other _____

☐ Snow Fencing Number of Feet Requested _____

Other _____

Additional fees may apply.

WASTE RECEPTACLES

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

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

☐ No ☐ Yes →

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

(Please check No or Yes below.)

☐ No ☐ Yes →

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

PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☒ No ☐ Yes →

☐ Golf Cars

ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)

☐ Risers

ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)

☐ Stage

ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)

☐ Trailer (tables/chairs)

ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)

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

City Departments Only may request the use of these items.

POLICE DEPARTMENT

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

☐ No ☐ Yes → _____

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

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 the primary contact and must be present during the event:

Contact full name (first/last name):

Contact cell number (area code plus number):

EVENT MAPS

SITE MAP (Required for all Applicants)

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

ROUTE MAP (Runs, Walks, Bike Rides)

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

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

ELKHART COUNTY HEALTH DEPARTMENT

An Elkhart County Health Department Permit for food and beverage must accompany event plans. Please contact the Elkhart County Health

Department at 574-523-2283.

INDEMNIFICATION, WAIVER AND RELEASE

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

APPLICANT SIGNATURE

I have read the terms and conditions outlined in this document and the City of Elkhart, City of Elkhart Board of Works, and the City of Elkhart Park & Recreation Board Code of Ordinances and agree to abide by them.
Unless expressly provided for in the permit, Use & Event Permits do not grant the permit holder exclusive rights to park property, including but not limited to any right to restrict access, use, and First Amendment activities of any person on park property open to the general public.
I agree to be bound by the above terms as a condition to the issuance of a Special Event Permit. All payments are due upon the BOW and EPRD final approval.

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

PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

DATE

WITNESSED: Clerk of the Board of Works

Date _____

APPROVED: BOARD OF PUBLIC WORKS

President

Date _____

RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)

President or Secretary

Date _____



ELKHART BOARD OF WORKS
2023 USE & EVENT PERMIT APPLICATION

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

Date Received: 5/11/2023

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

EVENT NAME: Summer Reading End Party DATE(S) REQUESTED 7/20/2023

LOCATION/VENUE REQUESTED Nibco Water and Ice/ Kardzhali Park

LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE

☐ No ☒ Yes

Requesting fees waived

APPLICANT INFORMATION

NAME OF APPLICANT
Jill Martinson

NAME OF EVENT ORGANIZER/PRODUCER

Jill Martinson

PRODUCTION COMPANY/ORGANIZATION

Elkhart Public Library

STREET ADDRESS

300 S Second St

APT/UNIT/SUITE

CITY

Elkhart

STATE

IN

ZIP CODE

46516

E-MAIL ADDRESS

DAYTIME PHONE

FAX

CELL PHONE

EVENT DAY ON-SITE CONTACT * REQUIRED

Jill Martinson

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: 3:00PM

Finish Time: 9:00PM

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

SET-UP TIME(S) From: 12:00PM To: 10:00 PM	TEAR-DOWN From: 12:00PM To: 10:00 PM
EXPECTED NUMBER OF PARTICIPANTS: 500	
If the event is reoccurring, please submit the past number of participants below.	
2022 NUMBER OF PARTICIPANTS: 400	2021 NUMBER OF PARTICIPANTS: 350

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

☐ No☒ Yes

Event Name: Summer Reading End Party

Location: Nibco Water and Ice and Kardzhali Park

Date: 7/21/2022

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

Party for Summer Reading Challenge children

☐ Concert/Performance

☐ Bike Ride

☐ Service

Brief Description of Event:

A party to celebrate the winners of our Summer Reading Challenge. We play games and announce the grand prize winners.

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

PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed

EVENT LOGISTICS

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

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

Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐ No

☒ Yes



Number of Tents/Canopies: 5-10

Tent/Canopy Size(s): 10x10

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

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

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

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

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

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

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

VEHICLES

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

☒ No

☐ Yes



Number of Vehicles: _____

Vehicle Description(s): _____

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

☒ No

☐ Yes



Number of Vehicles: _____

Vehicle Description(s): _____

STAGES/PLATFORMS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached. Will your event include the installation of stages/platforms? The "BOW" must approve the location of the stages/platforms.

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

***May require additional insurance.**

☐ No ☒ Yes → Number of Stage(s): 1

Stage Description(s): One low riser for a single performer

Stage Owner Unknown (haven't found one yet) Phone Number: 219-241-8767

Address: Street, City, State, Zip 300 S 2nd St, 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 within 48 hours of event (if the event is on a Saturday or a Sunday, portable toilets must be removed that following Monday). The location must be approved by the City/"EPRB."

ADA-compliant toilets are required for Public Gatherings.

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

Company/Description(s): _____

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

FENCING

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

☒ No ☐ Yes → Description: _____

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

EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

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

☒ No ☐ Yes → _____

Number of Emergency Management Staff Requested

☐ \$50.00 Minimum of two Event Personnel _____

☐ \$25.00 Event Personnel each per event _____

Total Cost \$ _____

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

FIRE DEPARTMENT

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

☒ No ☐ Yes →

Time(s) Requested: _____

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

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

Additional Information May Be Required.

BUILDINGS AND GROUNDS

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

- ☐ Event Fencing Number of Sections Requested _____ Other _____
- ☐ Snow Fencing Number of Feet Requested _____ Other _____

Additional fees may apply.

WASTE RECEPTACLES

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

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

☒ No ☐ Yes →

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

(Please check No or Yes below.)

☒ No ☐ Yes →

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

PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☒ No ☐ Yes →

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

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

City Departments Only may request the use of these items.

POLICE DEPARTMENT

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

☒ No ☐ Yes → _____

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

Additional Information May Be Required.

STREET DEPARTMENT

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

☐ No ☒ Yes → Street Name Nibco Pkwy
Please mark all that may apply:

Street Closed From:	<u>12:00 PM</u>	To:	<u>10:00 PM</u>
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: 2
→ Description(s): One obstacle course and one water slide

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: We may have a band or DJ

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 businesses

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

We will keep the music audible to the park but not excessively loud.

EMERGENCY ACTION PLAN

PURPOSE (Required for all Applicants)

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

BASIC PLAN

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

Contact full name (first/last name): Jill Martinson

Contact cell number (area code plus number):

EVENT MAPS

SITE MAP (Required for all Applicants)

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

ROUTE MAP (Runs, Walks, Bike Rides)

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

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

ELKHART COUNTY HEALTH DEPARTMENT

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

INDEMNIFICATION, WAIVER AND RELEASE

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

Jill Martinson

Digitally signed by Jill Martinson
Date: 2023.04.24 13:36:38 -04'00'

APPLICANT SIGNATURE

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

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

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

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

Jill Martinson

PRINTED NAME OF APPLICANT

Jill Martinson

Digitally signed by Jill Martinson
Date: 2023.04.24 13:36:16 -04'00'

SIGNATURE OF APPLICANT

4/24/23

DATE

WITNESSED: Clerk of the Board of Works

Date _____

APPROVED: BOARD OF PUBLIC WORKS

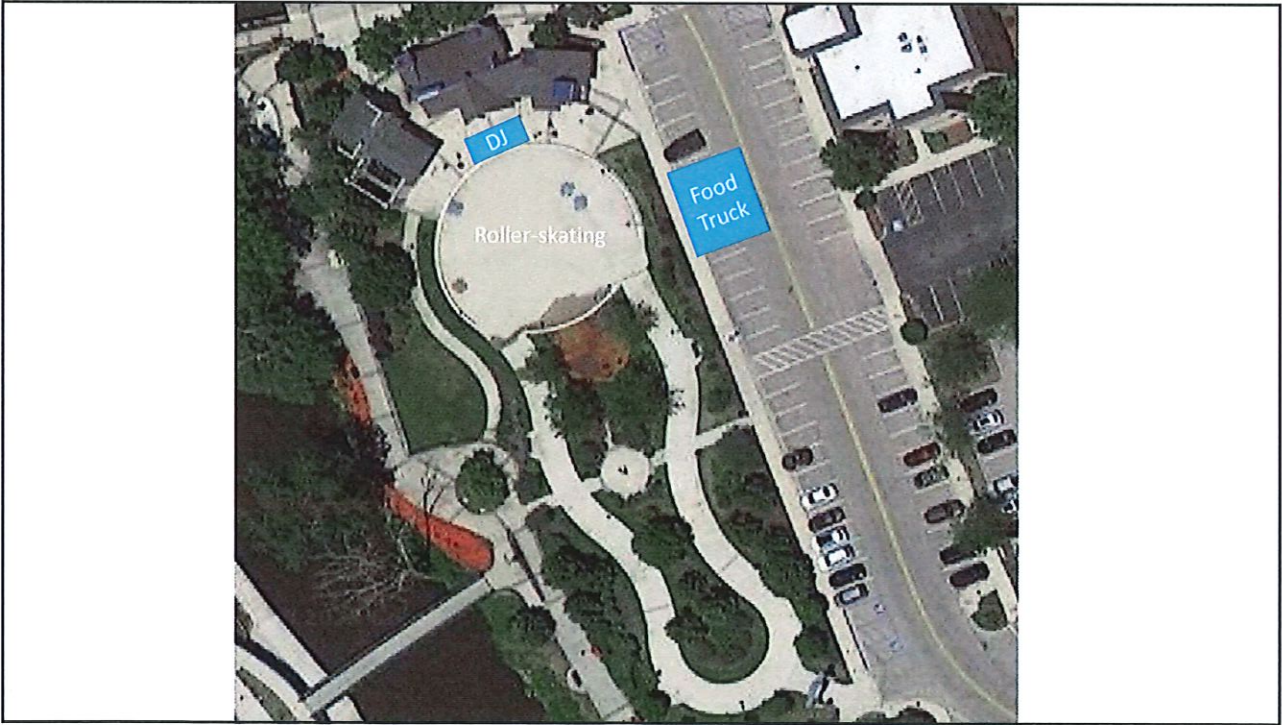
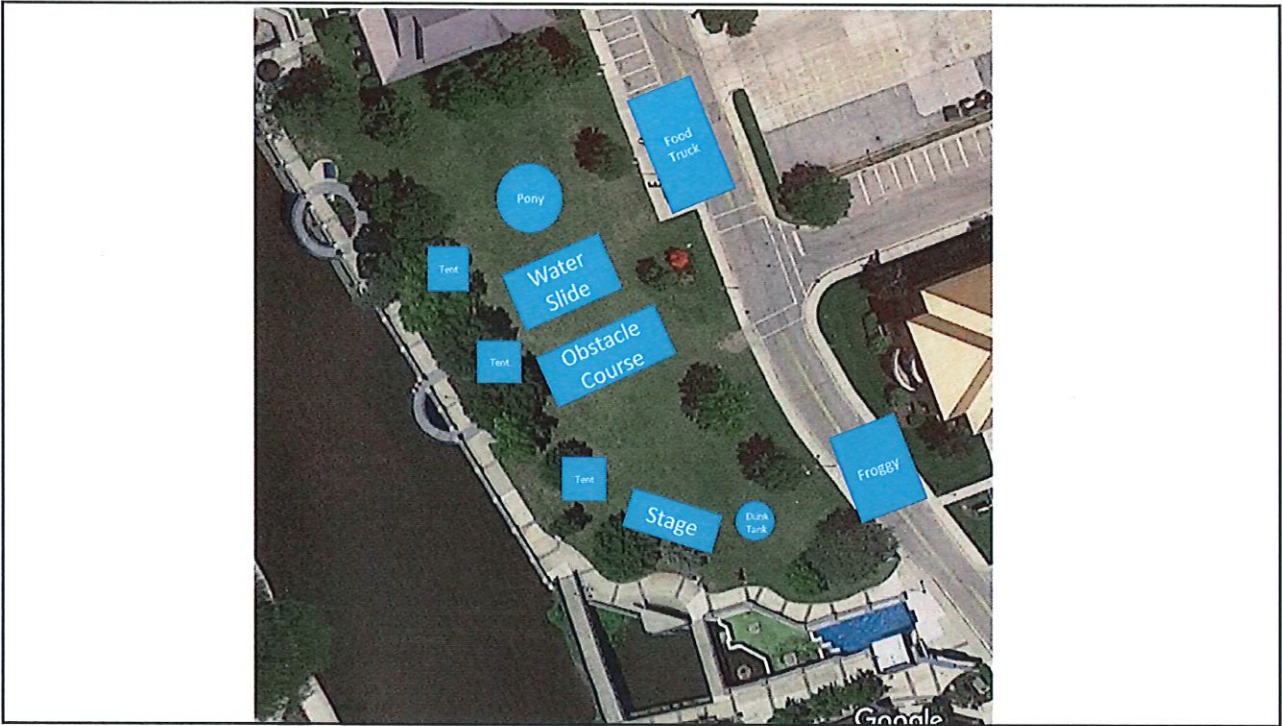
President

Date _____

RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)

President or Secretary

Date _____





Approved by
Event Committee



ELKHART BOARD OF WORKS
2022 USE & EVENT PERMIT APPLICATION

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

Date Received: 5/9/2023

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

EVENT NAME: Thor Elkhart River Walk Grand Prix DATE(S) REQUESTED 08/02/2023 - 08/06/2023
LOCATION/VENUE REQUESTED Elkhart's Dowlwon Area Using NIPCO Water & Ice Park & Kardzhali
LOCATION/VENUE 2ND CHOICE REQUESTED _____
OFFICE USE: DATE/VENUE AVAILABLE ☐ No ☒ Yes City Sponsored event - No fees

APPLICANT INFORMATION

NAME OF APPLICANT Kristi Sommer

NAME OF EVENT ORGANIZER/PRODUCER

Jack Hoaglin

PRODUCTION COMPANY/ORGANIZATION

City of Elkhart/USAC

STREET ADDRESS

229 S Second Street

APT/UNIT/SUITE

CITY

Elkhart

STATE

IN

ZIP CODE

46516

E-MAIL ADDRESS

kristi.sommer@elkhartfire.org

DAYTIME PHONE

574-293-8931

FAX

574-522-1023

CELL PHONE

EVENT DAY ON-SITE CONTACT * REQUIRED

DAYTIME PHONE

CELL PHONE

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

☐

No

☒

Yes

Name of Organization: City of Elkhart/USAC

NAME OF SPONSORING ORGANIZATION CONTACT

Jack Holaglin

SPONSORING ORG. CONTACT PHONE

ADDRESS OF SPONSORING ORGANIZATION

4910 West 16th Street

CITY

Speedway

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: 08/04 - 1200 08/05 Finish Time: 08/04 - 2300 08/05/ -

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

SET-UP TIME(S)

From: 08/02 - 0800 To: 08/04 - 1200

TEAR-DOWN

From: 08/06 0700 To: 08/09 - 1500

EXPECTED NUMBER OF PARTICIPANTS:

15,000

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

2021 NUMBER OF PARTICIPANTS: 15,000

2020 NUMBER OF PARTICIPANTS: 15,000

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

(Please check No or Yes below.)

☐ No

☒ Yes

Event Name: Same

Location: Same

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

5K Run / Go Kart Races

☐ Concert/Performance

☐ Bike Ride

☐ Service

Brief Description of Event:

We will be racing go karts around Waterfall to NIBCO Parkway,
5K run, Ferris Wheel, and Fireworks

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: 523 and Budlight - Have not got the permit yet.

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: 5

Tent/Canopy Size(s): BIG - Needs Permit

(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: 4 and 1 Large Cart

Vehicle Description(s): Golf Carts

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

☐ No

☒ Yes

Number of Vehicles: 4 and 1 Large

Vehicle Description(s): Golf Carts

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): Central Green Stage

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: 26 AND Number of Accessible ADA Portable Toilets: 4

Company/Description(s): J & K Septic

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 → If Available 2 or 3

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 →

See Plan

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 →

See Event Plan

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: Franklin - Waterfall

To: 2nd Street

Street Closed From: Main - Marion

To: High Street

Street Closed From: High - Marion

To: Waterfall

Street Closed From: Jackson - Main

To: NIBCO Parkway

Street Closed From: NIBCO Parkway - Jackson

To: Elkhart Ave.

Street Closed From: Waterfall - East Street

To: Jackson

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: 1

→ Description(s): NIBCO Park and Skate Building and Kardzhali Park

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)

Downtown residents and businesses around the track. They will be sent a letter and follow-u

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

We will have emergency services positioned around the track which will include police, fire ,E

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): Kristi Sommer

Contact cell number (area code plus number): [REDACTED]

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.

Kristi Sommer

PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

05/09/2023

DATE

WITNESSED: Clerk of the Board of Works

Date _____

APPROVED: BOARD OF PUBLIC WORKS

President

Date _____

RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)

Date _____

President or Secretary



ELKHART BOARD OF WORKS 2023 USE & EVENT PERMIT APPLICATION

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

Date Received: 5/10/23

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

EVENT NAME: Lemonade Day DATE(S) REQUESTED June 3, 2023

LOCATION/VENUE REQUESTED Any City park

LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE ☐ No ☒ Yes

APPLICANT INFORMATION

NAME OF APPLICANT
Elkhart Parks & Recreation, Sherry Krask

NAME OF EVENT ORGANIZER/PRODUCER
City of Elkhart Parks and Recreation Department

PRODUCTION COMPANY/ORGANIZATION

STREET ADDRESS
229 S. 2nd St.

APT/UNIT/SUITE

CITY
Elkhart

STATE
IN

ZIP CODE
46514

E-MAIL ADDRESS
sherry.krask@coei.org

DAYTIME PHONE
574-295-7275

FAX

CELL PHONE
574-326-4891

EVENT DAY ON-SITE CONTACT * REQUIRED
various lemonade vendors, children and their parents

DAYTIME PHONE
574-295-7275

CELL PHONE
[REDACTED]

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

☐ No ☒ Yes → Name of Organization: Junior Achievement

NAME OF SPONSORING ORGANIZATION CONTACT
Megan Hartman

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: 8 am

Finish Time: 8 pm

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

SET-UP TIME(S) From: 7:30 am To: 8:00 am	TEAR-DOWN From: 8 pm To: 8:30 pm
EXPECTED NUMBER OF PARTICIPANTS: tbd	
If the event is reoccurring, please submit the past number of participants below.	
2022 NUMBER OF PARTICIPANTS: na	2021 NUMBER OF PARTICIPANTS: na

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 Parks Department would like to allow children participating in Lemonade Day to set up lemonade stands in city parks.

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

PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed

EVENT LOGISTICS

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

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:

Lemonade

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

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

TENTS AND CANOPIES

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

Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐

No

☒

Yes



Number of Tents/Canopies: tbd

Tent/Canopy Size(s): 10 x 10

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

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

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

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

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

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

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

VEHICLES

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

☒

No

☐

Yes



Number of Vehicles: _____

Vehicle Description(s): _____

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

☒

No

☐

Yes



Number of Vehicles: _____

Vehicle Description(s): _____

STAGES/PLATFORMS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached. Will your event include the installation of stages/platforms? The "BOW" must approve the location of the stages/platforms.

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

***May require additional insurance.**

☒ No ☐ Yes  Number of Stage(s): _____

 Stage Description(s): _____

Stage Owner _____ Phone Number: _____

Address: Street, City, State, Zip _____

Stage Specs will be required.

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

PORTABLE TOILETS

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

ADA-compliant toilets are required for Public Gatherings.

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

 Company/Description(s): _____

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

FENCING

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

☒ No ☐ Yes  Description: _____

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

EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

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

☒ No ☐ Yes  _____

Number of Emergency Management Staff Requested

☐ \$50.00 Minimum of two Event Personnel _____

☐ \$25.00 Event Personnel each per event _____

Total Cost \$ _____

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

FIRE DEPARTMENT

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

☒ No ☐ Yes →

Time(s) Requested: _____

☐
☐
☐
☐

Ambulance(s)

Number Requested _____

Medic Kubota

Fire Truck

First Aid Station

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

Additional Information May Be Required.

BUILDINGS AND GROUNDS

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

☐ Event Fencing Number of Sections Requested _____ Other _____
☐ Snow Fencing Number of Feet Requested _____ Other _____

Additional fees may apply.

WASTE RECEPTACLES

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

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

☒ No ☐ Yes →

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

(Please check No or Yes below.)

☒ No ☐ Yes →

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

PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☒ No ☐ Yes →

- | | |
|--|---|
| <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 the primary contact and must be present during the event:

Contact full name (first/last name): Sherry Krask

Contact cell number (area code plus number):



EVENT MAPS

SITE MAP (Required for all Applicants)

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

ROUTE MAP (Runs, Walks, Bike Rides)

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

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

ELKHART COUNTY HEALTH DEPARTMENT

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

INDEMNIFICATION, WAIVER AND RELEASE

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

APPLICANT SIGNATURE

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

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

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

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

PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

DATE

WITNESSED: Clerk of the Board of Works

Date_____

APPROVED: BOARD OF PUBLIC WORKS

President

Date_____

RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)

President or Secretary

Date_____



ELKHART BOARD OF WORKS 2023 USE & EVENT PERMIT APPLICATION

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

Date Received: 5/9/23

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

EVENT NAME: Independence Day Celebration DATE(S) REQUESTED 7/1/2023

LOCATION/VENUE REQUESTED Central Green and Central Green Stage, Civic Plaza Kardzhali

LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE

☐ No ☒ Yes

APPLICANT INFORMATION

NAME OF APPLICANT
Sherry Krask

NAME OF EVENT ORGANIZER/PRODUCER

City of Elkhart Parks and Recreation Department

PRODUCTION COMPANY/ORGANIZATION

STREET ADDRESS

229 S 2nd Street

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

[REDACTED]

EVENT DAY ON-SITE CONTACT * REQUIRED

Sherry Krask

DAYTIME PHONE

574-295-7275

CELL PHONE

[REDACTED]

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

(Please check No or Yes Below)



No



Yes

→ Name of Organization: _____

NAME OF SPONSORING ORGANIZATION CONTACT

SPONSORING ORG. CONTACT PHONE

ADDRESS OF SPONSORING ORGANIZATION

CITY

ZIP CODE

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

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

(Please check No or Yes below.)



No



Yes

→ Please attach current verification of 501(c) (3) status

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

(Please check No or Yes below.)



No



Yes

→ Please attach current verification of ST-105 status

FEDERAL TAX ID #

EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time: 6:00 pm

Finish Time: 10:30 pm

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

SET-UP TIME(S) From: 3:00 pm To: 6:00 pm	TEAR-DOWN From: 10:30 pm To: 11:30 pm
EXPECTED NUMBER OF PARTICIPANTS: 10,000	
If the event is reoccurring, please submit the past number of participants below.	
2022 NUMBER OF PARTICIPANTS: 10,000	2021 NUMBER OF PARTICIPANTS: 7,000

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

(Please check No or Yes below.)

☐ No☒ Yes

Event Name: Independence Day Celebration

Location: Central Green, Central Green stage, Civic Plaza

Date: 7/2/2022

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:

We will have two bands starting at 6:00 pm and finishing as the fireworks begin around 10:15 pm.

We will have facepainting, a children's activity area, food vendors.

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

PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed

EVENT LOGISTICS

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

Dem Spencer Boyz, Kimes Elephant Ears, Fairview Grange, El Burro Loco, House of Jerk, All Over Creations, Hot Dog Eddy

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

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

TENTS AND CANOPIES

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

Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐

No

☒

Yes



Number of Tents/Canopies: 4

Tent/Canopy Size(s): 10 x 10

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

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

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

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

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

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

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

VEHICLES

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

☒

No

☐

Yes



Number of Vehicles:

Vehicle Description(s):

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

☒

No

☐

Yes



Number of Vehicles:

Vehicle Description(s):

STAGES/PLATFORMS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached. Will your event include the installation of stages/platforms? The "BOW" must approve the location of the stages/platforms.

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

***May require additional insurance.**

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

Stage Description(s): _____

Stage Owner _____ Phone Number: _____

Address: Street, City, State, Zip _____

Stage Specs will be required.

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

PORTABLE TOILETS

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

ADA-compliant toilets are required for Public Gatherings.

☐ No ☒ Yes → Number of Portable Toilets: 12 AND Number of Accessible ADA Portable Toilets: 2

Company/Description(s): J & K Septic

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 → To help secure the fireworks staging area.

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 →

To be determined by Fire Department

Time(s) Requested: _____

☐
☐
☐
☐

Ambulance(s)

Number Requested TBD

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.

TBD

Additional Information May Be Required.

BUILDINGS AND GROUNDS

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

☐ Event Fencing

Number of Sections Requested _____

Other _____

☐ Snow Fencing

Number of Feet Requested _____

Other _____

Additional fees may apply.

WASTE RECEPTACLES

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

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

☐ No ☒ Yes →

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

(Please check No or Yes below.)

☒ No ☐ Yes →

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

PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☐ No ☒ Yes →

Golf cars

☒ 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.

Security and oversight of entire 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 Main Street
Please mark all that may apply:

Street Closed From: Franklin Street To: High Street
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: Independence Day Celebration, July 1, 6-10:30 pm at Central Green

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: Band music, loud voices, fireworks

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 area businesses and homes

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

Prior notification to the public of the event.

EMERGENCY ACTION PLAN

PURPOSE (Required for all Applicants)

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

BASIC PLAN

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

Contact full name (first/last name): Sherry Krask

Contact cell number (area code plus number):
[REDACTED]

EVENT MAPS

SITE MAP (Required for all Applicants)

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

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PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

DATE

WITNESSED: Clerk of the Board of Works

Date_____

APPROVED: BOARD OF PUBLIC WORKS

President

Date_____

RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)

President or Secretary

Date_____



MEMO

To: Board of Elkhart Parks and Recreation

From: Jamison Czarnecki, Superintendent

Date: 5-16-2023

Re: Parks Department Report

Superintendent's Update (Jamison Czarnecki)

- We will be implementing our new parks and recreation software through Civic Rec Parks which will allow for a much better customer experience and better data collection for our programs, rentals, and other areas of operation that users will appreciate. This should begin by June.
- New River Greenway Ribbon Cutting was on May 11th.
- We have filled all of our summer seasonal positions and are getting them trained and ready to go for a great season. We filled these positions because of the competitive wages offered and paid for lifeguard certification to employees who will work the summer season for us.
- We have torn out the broken kiddie pool at Ideal Beach.
- The new contract with Coca Cola has begun to replace our Pepsi products. Surveys will be created and distributed within the facilities for feedback on product offerings.

Events and Volunteers Report (Sherry Krask and Maddy Gordon)

- The farmers market opened on Saturday, May 6th from 9-1, with 44 vendors and approximately 350 shoppers. We gave away about 30 loyalty cards. Look for our farmers market billboard next to Hacienda.
- We are currently in the process of interviewing and hiring event aides.
- Coming up: Elkhart Bicycle Festival, May 19, Rhapsody Arts and Music Fest, June 9 and 10, and Summer Chill Concert Series begins June 16
- We have officially had two successful adoptions of our parks. The Woof Group has adopted the Frank Booth Bark Park and a few individual adopters have banded together to adopt Hayden Park as well. The Woof Group hosted a clean-up day at the Bark Park this past Saturday where they planted flowers and greenery, hung hanging baskets, and did some trash and stick pick-up in the area.
- Truma Corp hosted a service day clean up at Island Park with over 50 volunteers.

Programming and Recreation Report (Luisa Ixmatlahua)

Roosevelt Program Updates

- We want to thank Police Officer Phillip Wang, who has mentored and played basketball with the youth daily.
- Roosevelt Center Programs 4:30-5:30 pm -158 participants
 - High School consistent Mentors- 20 participants



Community Programs Updates

- "Line Dancing" began on April from 6:00-8:00 pm will cost \$5 and has been open to all ages in the community. - Total of 16 participants.
- "Basic Digital Photography Seminar" finished. – 7 participants
- "Intro to Water Color" for adults finished with – 14 participants
- "Fun with Water Color for Kids" finished with -13 participants.
- "CPR" finished with -16 participants.
- "Getting College Smart: Money Management" Spanish Workshop had 10 participants, and English Workshop had a one-on-one with the instructor.

May Programs

- "Line Dancing" is currently continuing every Thursday, 6pm to 8pm at High Dive Pavilion until July.
- We are offering 2 Bird Bikes for Association of the Disabled of Elkhart County (ADEC) members. River Greenway Trail and Studebaker May 9 & May 23 from 9:30-10:30 am - 50 participants.
- "Intro to Watercolor Florals" is a three-series watercolor class on May 11, 18, and 25 from 6:00- 8:00 pm; the cost is \$80.00, and currently there are 5 registered participants.
- "Kids Bike Rodeo" is a fun, interactive, and non-competitive skills course designed for kids to improve their bike handling and traffic safety skills. This program will be happening during our Bicycle Fest (After-work Bicycle party) in celebration of Bike to Work Week. This program will be accessible on May 19, from 5:00 pm – 8:00 pm, and it is free!
- "Peace Run and Walk" is on May 20 and starts at 9:00 am. This will take place at Roosevelt Park; this event will be centered on anti- bullying and mental health.
- "Skateboarding Lessons" began on April 30 and will end on May 21, Sundays from 12- 2 pm. The class is full.

Ranger Report (Ranger Stan McCray)

April 1-30, 2023 – Ranger Stan McCray

Citations

- None written.

Various Park Activities and number of people participating.

- Basketball (173), Biking (150), Boating/Kayak (9), Dancing/Music (7), Fishing (158), Football (18), Grilling/Picnic (99) Parking/Sitting (1,279), Playground (727), Pickleball (26), Scooter (25), Skateboarding (70), Walking/Jogging (1,362), Dog Walking (295), Soccer (131), Baseball/Softball (189), and Tennis (22). Grand Total of 4,766 patrons.

Events

- April 11, 2023 – Ranger McCray lead a Bird Hike at Elkhart Environmental Center for 23 adult A.D.E.C. Clients.
- April 22, 2023 – Earth Day Park cleanup at Island Park and Bi-Centennial Park. Approximate 50 volunteers picked up trash, completed landscaping, and painted trashcans in the park.



Damage

- April 6, 2023 - While on patrol Ranger Nhim was at Woodlawn Nature Ctr. when he noticed a fallen tree. The fallen tree fell on the rear roof of the building. Mike Lightner from the Buildings and Grounds Dept. was contacted to remove the tree from the roof and they advised there was very minor damage.
- Apr. 17, 2022 – While on patrol Ranger Keen was at Studebaker Park walking around the park. When he returned to the truck, he found that the right side-view mirror had been smashed. Ranger Keen then contacted the Police Dept. to complete a Damage to City Property report.
- April 19, 2023 – While patrolling, Ranger Miller found a basketball net at Roosevelt Park basketball courts. The damage was reported on MyElkhart311.
- April 24, 2023 – While patrolling, Ranger Miller found graffiti on the underside of the slide at Baker Park. The damage was reported on MyElkhart311.

Other

- Apr. 7, 2023 - While patrolling Ranger Nhim reported that a wood barrier pole had been removed at Edgewater Park, additionally he found the climbing net at Ullery Park had been completely removed.
- April 11, 2023 – While on patrol, Ranger Keen talked to a Building and Grounds employee who found a cat buried in a shallow grave at NIBCO Ice and Water Park. The issue was reported to the Elkhart Police Dept. and Ranger Keen then disposed of the cat.
- April 13, 2023 - Ranger McCray conducted a 2 hr. training session for the Elkhart City Park Rangers; topics included: Homeless Encampments, Report Writing, MyElkhart311, and other general ranger duties.
- April 23, 2023 – While on patrol, Ranger Keen found a Homeless Encampment at American Park. The encampment was reported on MyElkhart311.
- April 27, 2023 – While on patrol, Ranger Nhim found a Homeless Encampment at Langle Park under the Open Air Pavilion at the west side of the park. The encampment was reported on MyElkhart311.

The Honorable
Rod Roberson
Mayor

Jamison Czarnecki
Parks Superintendent



Parks & Recreation
1320 Benham Ave.
Elkhart, IN 46516

574.295.7275
Fax: 574.522-7808

End of Report