

# **PARK BOARD AGENDA**



## **MEETING SCHEDULE**

Tuesday, May 17, 2022 at 3:30 pm  
Council Chambers  
229 S. 2<sup>nd</sup> Street, Elkhart, IN 46516

## **CALL TO ORDER**

### **1. ROLL CALL**

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

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

- April 19, 2022
- May 4, 2022

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

- Claims - \$14,274.79
- Donations – \$1,700
- Grants - \$0

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

- a. Memorandum of Understanding Summer Basketball Camp
- b. Memorandum of Understanding Summer Basketball Training
- c. Memorandum of Understanding Summer Day Camp
- d. Memorandum of Understanding Summer Football Camp
- e. Memorandum of Understanding Summer Football Training
- f. Memorandum of Understanding Summer Soccer Camp
- g. Donation for Rio's Rainbow
- h. Summer in the Park Series Band Contracts

### **6. OLD BUSINESS**

- a. None

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

- a. Kobelco Company Picnic – August 6, 2022 – McNaughton Park
- b. Summer in the Park Series – Various Dates – McNaughton Park
- c. Independence Day Celebration – July 2, 2022 – Kardzhali Park

### **8. DEPARTMENT REPORT**

### **9. CORRESPONDENCE**

- a. None

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

## **ADJOURNMENT**

**NEXT PARK BOARD MEETING FINANCIALS ONLY MAY 31, 2022 AT THE PARKS OFFICE**

**NEXT REGULAR PARK BOARD MEETING JUNE 21, 2022, COUNCIL CHAMBERS.**

# City of Elkhart Parks & Recreation

## Park Board Minutes



**DATE:** April 19, 2022

**TIME:** 3:30 PM

**LOCATION:** City of Elkhart Parks & Recreation  
Council Chambers,  
229 S. 2<sup>nd</sup> Street. Elkhart. IN 46516

**Call to Order at 3:30 PM.**

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

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

**2. Approval of Agenda**

Motion to Approve Agenda

Motion: MD

Second: NAA

Motion Passes with unanimous voice vote

**3. Approval of Minutes**

March 15, 2022

Motion: NAA

Second: MD

Motion Passes with unanimous voice vote

**4. Approval of Financials**

**Claims: \$72,612.76**

**Donations:**

**Grants: None**

Motion to discuss, approve and place on file

Motion: MD

Second: NAA

Motion passes with unanimous voice vote

**5. New Business**

**a. Storage Unit Rental**

Mr. Czarnecki states that due to the Department move, offsite storage is needed. The cost is \$3,600 per year for two storage units.

Ms. Alexis inquires if the intention is for the Department to have a new space in one year. Mr. Czarnecki states that the lease is a yearly lease and he does not expect to have a new space within a year.

Mrs. Henke inquires about under-utilized buildings in the city. Mr. Czarnecki states that various buildings were looked into and the Department is not the only one with storage needs.

Motion to Approve

# City of Elkhart Parks & Recreation

## Park Board Minutes



Motion: MD

Second: NAA

Motion Passes with unanimous voice vote

b. **Geese Banding Permission**

Mr. Czarnecki states that the DNR is seeking permission to band geese in the parks. No harm is done to the geese. This helps with tracking and to understand where the geese go. Mrs. Henke confirms that there is no cost to the city.

Motion to Approve

Motion: NAA

Second: MD

Motion passes with unanimous voice vote

c. **Elkhart Public Library Request for Summer Reading Challenge Rewards**

Mr. Trevor Wendzonka of the Elkhart Public Library states that this year's Summer Reading Challenge theme encourages kids to get outside. The Library is seeking prizes from the Department.

Motion to authorize a grant to the Elkhart Public Library

Motion: MD

Second: NAA

Motion passes with unanimous voice vote

d. **Memorandum of Understanding Summer Fitness Class**

Mr. Aguilar states that this MOU is with Beacon for fitness classes on Saturdays this summer. The Department will provide the space for the class and Beacon will provide the instructor

Motion to approve

Motion: MD

Second: NAA

Motion passes with voice vote. Mrs. Henke abstains due to her employment with Beacon.

e. **Resolution 2022-01 Resolution to Dispose of Surplus Property**

Mr. Thomas states that the last day for programming at the Tolson Center is April 29. The auction company works with the city. It will be an online auction of surplus items. Mrs. Henke confirms that the appropriate people will decide what will be kept and what will be sold.

Approval is contingent on approval from the Legal Department and the Controller

Motion to approve

Motion: MD

Second: KH

Motion passes with unanimous voice vote

f. **Rhapsody Arts & Music Festival Band Contracts**

Ms. Krask states that all of the contracts are from a template provided by the Legal Department. The bands have all signed the contracts and been approved by the Legal Department.

Motion to approve

Motion: NAA

Second: MD

Motion passes with unanimous voice vote

g. **Summer Chill Band Contracts**

Ms. Krask states that all of the contracts are from a template provided by the Legal Department. The bands have all signed the contracts and been approved by the Legal Department.

Motion to approve

Motion: MD

Second: KH



# City of Elkhart Parks & Recreation

## Park Board Minutes



Motion passes with unanimous voice vote

### 6. Old Business - NONE

### 7. Use and Event Permit Requests

#### a. **Southern Midwest Festival – May 7, 2022 – Roosevelt Park**

Ms. Winona Coleman presents the permit. This will be the second year for the event in the same location.

Motion to Approve

Motion: MD

Second: NAA

Motion Passes with unanimous voice vote

#### b. **Compassion Walk – May 7, 2022 – Island Park**

Mr. Peter Norton of Cancer Resources presents the permit. It will be a 1-mile walk along the river. The walk is for cancer survivors, families, or anyone who wants to participate.

Mrs. Henke inquires if there are any traffic concerns.

Mr. Norton states that the walk will not cross any streets.

Motion to Approve

Motion: NAA

Second: MD

Motion Passes with unanimous voice vote

#### c. **Cup Memorial – June 10-24, 2022 – Roosevelt Park**

Mr. Damond Smart presents the permit. He has been doing this for 7 years. He uses cups to spell out names and messages on the fence.

Ms. Santerre inquires how he gets the names. Mr. Smart states that he receives them on Facebook and by email. People send him names throughout the year.

Motion to Approve

Motion: MD

Second: NAA

Motion passes with unanimous voice vote

#### d. **Celebration of Life: Spud & Smurf – June 18, 2022 – Ullery Park**

Ms. Ja'Richa Taylor presents the permit. The event was held last year at Ullery Park. It is to remember the passing of a brother and sister's fiancé.

Motion to approve

Motion: MD

Second: NAA

Motion passes with unanimous voice vote

#### e. **Elkhart Juneteenth Celebration – June 19, 2022 – Roosevelt Park**

Mr. Antwon Williams presents the permit. Juneteenth is now a Federal holiday. Mr. Williams wants to hold a Juneteenth celebration in Roosevelt Park.

Mrs. Henke inquires how many people are expected. Mr. Williams states that he typically gets 300 to 400 people, but he expects more this year.

Motion to Approve

Motion: KH

Second: MD

Motion passes with unanimous voice vote

#### f. **Rhapsody Arts & Music Festival – June 10 & 11, 2022 – Island Park**

Ms. Sherry Krask, Event Coordinator, presents the permit. The annual event held at Island Park will feature bands, food, kids' activities, and vendors.

Motion to Approve

Motion: NAA

Second: MD



# City of Elkhart Parks & Recreation

## Park Board Minutes



Motion passes with unanimous voice vote

- g. Summer Chill Concert Series – Various Dates – NIBCO Water and Ice Park  
 Ms. Sherry Krask, Event Coordinator, presents the permit. The concerts are held on the 3<sup>rd</sup> Friday of the month from June through September. It's a free concert with food vendors and a beer garden provided by Five Star. The splash pad will be on for the kids.  
 Motion to Approve  
 Motion: MD  
 Second: KH  
 Motion passes with unanimous voice vote

### 8. Department Report

Mr. Czarnecki informs the Board that the Department is gearing up for the summer. The Department has hired a Volunteer Coordinator/Event Assistant, Haiam Gendi. Ms. Gendi introduces herself to the Board. Mr. Czarnecki informs the Board of upcoming summer programs. The website has been updated thanks to the Mayor's Office intern, Sam McDonough. Summer hiring is underway. The Department is moving to City Hall. Events are going well.

### 9. Approval for Correspondence - None

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

Mrs. Santerre opens privilege of the floor.

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

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

Mrs. Santerre closes privilege of the floor.

### 11. Approval for Adjournment

Motion to adjourn  
 Motion: MD  
 Second: KH  
 Motion Passes with unanimous voice vote  
 Adjourn 4:37 pm

### PARKS & RECREATION STAFF MEMBERS IN ATTENDANCE

Jamison Czarnecki, Superintendent Clayton Brown, Program Coordinator Brandon Aguilar, Recreation & Program Coordinator Cara Montana, Office Manager Clarence Thomas, Operations Manager	Leslie Wingard, Accounting Specialist Jennifer Kobie, Recording Secretary Sherry Krask, Event Coordinator, via Webex Haiam Gendi, Volunteer Coordinator/Event Assistant
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### ADDITIONAL CITY EMPLOYEES AND GUESTS IN ATTENDANCE

Mr. David Hopkins, IT Department Mrs. Karin Frey Ms. Mandy Leazenby Mr. Antwon D. Williams Sr.	Ms. Rose Rivera, Legal Department Mr. Trevor Wendzonka Ms. Winona Coleman	Mr. Peter Norton Mr. Damond Smart Ms. Ja'Richa Taylor
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# City of Elkhart Parks & Recreation

## Park Board Minutes

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### Minutes Certification:

Respectfully Submitted,

\_\_\_\_\_  
Recording Secretary                      Jennifer Kobie

\_\_\_\_\_  
Date

\_\_\_\_\_  
Park Board President                      Sarah Santerre

\_\_\_\_\_  
Date

\_\_\_\_\_  
Park Board Secretary                      Kim Henke

\_\_\_\_\_  
Date



# City of Elkhart Parks & Recreation

## Park Board Minutes



**DATE:** Wednesday, May 4, 2022

**TIME:** 3:30 PM

**LOCATION:** City of Elkhart Parks & Recreation  
229 S. Second St.  
Elkhart, IN 46516

**Call to Order at 3:30 PM.**

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

Sarah Santerre President	Nekeisha Alayna Alexis Vice President	Kim Henke Secretary <b>Absent</b>	Mark Datema Treasurer

**2. Approval of Agenda**

**Motion to discuss and place on file: MD**

**Second: NAA**

**Motion Passes with unanimous voice vote**

**3. Approval of Claims**

**Motion to discuss, approve, and place on file: MD**

**Second: NAA**

**Claims: \$10,853.22**

Ms. Santerre inquires about the board games that were purchased and the high cost. Ms. Wingard explains that they are large, outdoor versions.

Mr. Datema requests clarification about the consolidated bills from Indiana Michigan Power. Ms. Wingard explains that those bills are for smaller spots that are bundled together.

Mr. Datema inquires if the amount for NIBCO Water and Ice Park is typical for the offseason electricity. Ms. Wingard states that the electricity is also for the water feature, the lights, and the splash pad. The amount is typical.

**Motion Passes with unanimous voice vote**

**4. Public Input/Privilege of the Floor**

Ms. Santerre opens the privilege of the floor.

The Board engages in discussion regarding ways to be proactive in environmentally friendly ways and doing some planning around environmental advancements.

Ms. Santerre closes the privilege of the floor.

**5. Approval for Adjournment**

**Motion: MD**

**Second: NAA**

**Motion Passes with unanimous voice vote**

**Adjourned: 4:01 PM**

**PARKS & RECREATION STAFF MEMBERS IN ATTENDANCE**

Jamison Czarnecki, Superintendent

Leslie Wingard, Accounting Specialist

# City of Elkhart Parks & Recreation Park Board Minutes



## ADDITIONAL CITY EMPLOYEES AND GUESTS IN ATTENDANCE

Rose Rivera, City Legal, via Webex	
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## Minutes Certification:

Respectfully Submitted,

Recording Secretary	Jennifer Kobie
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\_\_\_\_\_

Date

Park Board President	Sarah Santerre
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\_\_\_\_\_

Date

Park Board Secretary	Kim Henke
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\_\_\_\_\_

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 11<sup>th</sup>, 2022   
JAMIE ARCE - CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$14,274.79** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 16 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

**EXECUTED THIS 17TH DAY OF MAY 2022 BY:**

PRESIDENT

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

VICE PRESIDENT

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

SECRETARY

\_\_\_\_\_  
KIM HENKE

TREASURER

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

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

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

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

## 01-005291 AMERICAN NATIONAL RED CROSS

INV	22413874	3/31/22	5/17/22	N	LIFEGUARD TRAINING	180.00	
	PK	5/17/22			PO:	180.00	
					204-5-501-439.0910 LIFEGUARD TRAINING		180.00

===== TOTALS:	GROSS:	180.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	180.00	=====
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## 01-001154 B E S INC

INV	182408	4/21/22	5/17/22	N	CONCESSIONS - RIVERVIEW	472.44	
	PK	5/17/22			PO:	472.44	
					286-5-580-422.0100 CONCESSIONS - RIVERVIEW		472.44
INV	182555	4/27/22	5/17/22	N	RIVERVIEW CONCESSIONS	270.31	
	PK	5/17/22			PO:	270.31	
					286-5-580-422.0100 RIVERVIEW CONCESSIONS		270.31

===== TOTALS:	GROSS:	742.75	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	742.75	=====
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## 01-000212 BUGSY'S ELKHART EXTERMINA

INV	22860	4/28/22	5/17/22	N	MONTHLY PEST CONTROL	180.00	
	PK	5/17/22			PO:	180.00	
					204-5-501-439.0912 MONTHLY PEST CONTROL		180.00

===== TOTALS:	GROSS:	180.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	180.00	=====
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## 01-003774 EDWARD J. BELLOWS

INV	003774-5172022	5/11/22	5/17/22	Y	UMPIRES SVCS - 4 GAMES	120.00	
	PK	5/17/22			PO:	120.00	
					286-5-508-439.0931 UMPIRES SVCS - 4 GAMES		120.00

===== TOTALS:	GROSS:	120.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	120.00	=====
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## 01-006109 GORDON FOOD SERVICE INC

INV	779269933	4/26/22	5/17/22	N	CONCESSIONS - RIVERVIEW	136.23	
	PK	5/17/22			PO:	136.23	
					286-5-580-422.0100 CONCESSIONS - RIVERVIEW		136.23
INV	779270045	4/29/22	5/17/22	N	CONCESSIONS - RIVERVIEW	221.82	
	PK	5/17/22			PO:	221.82	
					286-5-580-422.0100 CONCESSIONS - RIVERVIEW		221.82
INV	779270093	4/30/22	5/17/22	N	CONCESSIONS - RIVERVIEW	252.28	
	PK	5/17/22			PO:	252.28	



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

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	
01-006109 GORDON FOOD SERVICE INC    ** CONTINUED **											
								286-5-580-422.0100	CONCESSIONS - RIVERVIEW		252.28
INV	779270097		5/01/22	5/17/22		N		CONCESSIONS - RIVERVIEW		101.27	
PK			5/17/22					PO:		101.27	
								286-5-580-422.0100	CONCESSIONS - RIVERVIEW		101.27
===== TOTALS:    GROSS:    711.60    PAYMENTS:    0.00    DISCS:    0.00    ADJS:    0.00    BAL:    711.60    =====											
01-022030 GR GRAPHIX CUSTOM SCREEN P											
INV	9668		5/05/22	5/17/22		N		CONCESSIONS STAFF SHIRTS		264.50	
PK			5/17/22					PO:		264.50	
								286-5-508-422.0101	CONCESSIONS STAFF SHIRTS		264.50
===== TOTALS:    GROSS:    264.50    PAYMENTS:    0.00    DISCS:    0.00    ADJS:    0.00    BAL:    264.50    =====											
01-024989 JAMES D. ZESER											
INV	024989-517202		5/11/22	5/17/22		Y		UMPIRE SVCS - 4 GAMES		120.00	
PK			5/17/22					PO:		120.00	
								286-5-508-439.0931	UMPIRE SVCS - 4 GAMES		120.00
===== TOTALS:    GROSS:    120.00    PAYMENTS:    0.00    DISCS:    0.00    ADJS:    0.00    BAL:    120.00    =====											
01-024990 JOSEPH R. BOWEN											
INV	024990-5172022		5/11/22	5/17/22		Y		UMPIRE SVCS - 8 GAMES		240.00	
PK			5/17/22					PO:		240.00	
								286-5-508-439.0931	UMPIRE SVCS - 8 GAMES		240.00
===== TOTALS:    GROSS:    240.00    PAYMENTS:    0.00    DISCS:    0.00    ADJS:    0.00    BAL:    240.00    =====											
01-023738 JOSHUA REED											
INV	023738-5172022		5/11/22	5/17/22		Y		UMPIRE SVS - 8 GAMES		240.00	
PK			5/17/22					PO:		240.00	
								286-5-508-439.0931	UMPIRE SVS - 8 GAMES		240.00
===== TOTALS:    GROSS:    240.00    PAYMENTS:    0.00    DISCS:    0.00    ADJS:    0.00    BAL:    240.00    =====											
01-025035 KEITH MANNING ASSOCIATES,											
INV	RS-ELK03622		4/27/22	5/17/22		N		ADVERTISING - EVENTS		799.00	
PK			5/17/22					PO:		799.00	
								204-5-501-422.0150	ADVERTISING - EVENTS		799.00
===== TOTALS:    GROSS:    799.00    PAYMENTS:    0.00    DISCS:    0.00    ADJS:    0.00    BAL:    799.00    =====											
01-000441 LONG'S LOCK SHOP, INC.											

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

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	
-----											
01-000441		LONG'S LOCK SHOP, INC.	** CONTINUED **								
	INV	105589	5/09/22	5/17/22		N		CITY HALL PARKS DEPT KEYS		27.00	
	PK		5/17/22					PO:		27.00	
							204-5-501-422.0150	CITY HALL PARKS DEPT KEYS			27.00
===== TOTALS: GROSS: 27.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 27.00 =====											
01-010961		MENARD, INC									
	INV	7256	5/04/22	5/17/22		N		POWER STRIP AND MOUNTING TAPE		45.37	
	PK		5/17/22					PO:		45.37	
							204-5-501-422.0150	POWER STRIP AND MOUNTING TAPE			45.37
===== TOTALS: GROSS: 45.37 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 45.37 =====											
01-014605		PATHFINDER COMMUNICATIONS									
	INV	CC-122047993	4/24/22	5/17/22		N		GET OUT W/ ELKHART ADVERTISING		108.00	
	PK		5/17/22					PO:		108.00	
							204-5-501-433.0300	GET OUT W/ ELKHART ADVERTISING			108.00
===== TOTALS: GROSS: 108.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 108.00 =====											
01-004948		BOTTLING GROUP, LLC									
	INV	83226455	4/05/22	5/17/22		N		CONCESSIONS - RIVERVIEW		2,404.15	
	PK		5/17/22					PO:		2,404.15	
							286-5-580-422.0100	CONCESSIONS - RIVERVIEW			2,404.15
	INV	93637153	5/15/22	5/17/22		N		CONCESSIONS - RIVERVIEW		291.25	
	PK		5/17/22					PO:		291.25	
							286-5-580-422.0100	CONCESSIONS - RIVERVIEW			291.25
===== TOTALS: GROSS: 2,695.40 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,695.40 =====											
01-019032		PETTY CASH / JAMISON CZARN									
	INV	1624	5/02/22	5/17/22		N		CONCESSIONS - RIVERVIEW		104.76	
	PK		5/17/22					PO:		104.76	
							286-5-580-422.0100	CONCESSIONS - RIVERVIEW			104.76
	INV	165615	5/05/22	5/17/22		N		RHAPSODY HAY BALES		119.67	
	PK		5/17/22					PO:		119.67	
							286-5-630-422.0100	RHAPSODY HAY BALES			119.67
	INV	IDB2022	5/17/22	5/17/22		N		PETTY CASH / JAMISON CZARNECKI		2,300.00	
	PK		5/17/22					PO:		2,300.00	
							204-150.0000	IDEAL BEACH S/U 22			1,000.00



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

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	
-----											
01-019032	PETTY CASH /	JAMISON CZARN**	CONTINUED **								
								204-150.0000	PIERRE MORAN POOL S/U 22		800.00
								204-150.0000	MCN SPRAY PARK S/U 22		500.00
=====	TOTALS:	GROSS:	2,524.43	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,524.43
=====											
01-023066	QUICKSCORES	LLC									
	INV	220862	5/01/22	5/17/22		N		SOFTBALL REGISTRATION SOFTWARE		352.00	
	PK		5/17/22					PO:		352.00	
								286-5-508-439.0901	SOFTBALL REGISTRATION SOFTWARE		352.00
=====	TOTALS:	GROSS:	352.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	352.00
=====											
01-003783	RONALD D.	GUYER									
	INV	003783-5172022	5/11/22	5/17/22		Y		UMPIRES SVCS - 13 GAMES		390.00	
	PK		5/17/22					PO:		390.00	
								286-5-508-439.0931	UMPIRES SVCS - 13 GAMES		390.00
=====	TOTALS:	GROSS:	390.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	390.00
=====											
01-024342	RONALD L.	SUMMERS									
	INV	024342-5172022	5/11/22	5/17/22		Y		UMPIRE SVCS - 3 GAMES		90.00	
	PK		5/17/22					PO:		90.00	
								286-5-508-439.0931	UMPIRE SVCS - 3 GAMES		90.00
=====	TOTALS:	GROSS:	90.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	90.00
=====											
01-024992	TOBIAS	FIELDS									
	INV	024992-5172022	5/11/22	5/17/22		Y		UMPIRE SVCS - 8 GAMES		240.00	
	PK		5/17/22					PO:		240.00	
								286-5-508-439.0931	UMPIRE SVCS - 8 GAMES		240.00
=====	TOTALS:	GROSS:	240.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	240.00
=====											
01-024993	TYLAN	MILLER									
	INV	024993-5172022	5/11/22	5/17/22		Y		UMPIRE SVCS - 4 GAMES		120.00	
	PK		5/17/22					PO:		120.00	
								286-5-508-439.0931	UMPIRE SVCS - 4 GAMES		120.00
=====	TOTALS:	GROSS:	120.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	120.00
=====											
01-000102	YODER OIL	COMPANY INC									
	INV	CL71359	4/30/22	5/17/22		N		PARKS DEPT GASOLINE		490.78	

05-11-2022 11:29 AM

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

PAGE: 5

VENDOR	TYPE ---ID---	ITEM DT/	DUE DT/	PAY DT/ 1099	DESCRIPTION	GROSS/	-DISTRIBUTION-
	BANK	POST DT	DISC DT	CHECK#		BALANCE	
-----							
01-000102	YODER OIL COMPANY INC	** CONTINUED **					
	PK	5/17/22			PO:	490.78	
					204-5-501-422.0210 PARKS DEPT GASOLINE		490.78
-----							
=====	TOTALS:	GROSS:	490.78	PAYMENTS:	0.00 DISCS:	0.00 ADJS:	0.00 BAL: 490.78 =====

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

## TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	10,680.83	0.00	10,680.83
** TOTALS **	10,680.83	0.00	10,680.83



ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

\*\* PRE-PAID INVOICES \*\*

## PREPAID TOTALS

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

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

R E P O R T   T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	10,680.83	0.00	10,680.83
VOIDED ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	<b>10,680.83</b>	<b>0.00</b>	<b>10,680.83</b>

U N P A I D   R E C A P

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	10,680.83
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
<b>** UNPAID TOTALS **</b>	<b>10,680.83</b>

\*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
204 150.0000	Petty Cash	2,300.00
204 5-501-422.0150	OPERATING SUPPLIES	871.37
204 5-501-422.0210	GASOLINE	490.78
204 5-501-433.0300	ADVERTISING	108.00
204 5-501-439.0910	EDUCATION	180.00
204 5-501-439.0912	CONTRACT SERVICES	180.00
	<b>** FUND TOTAL **</b>	<b>4,130.15</b>
286 5-508-422.0101	OPERATING SUPPLIES - SOFTBALL	264.50
286 5-508-439.0901	OTHER SERVICES - SOFTBALL	352.00
286 5-508-439.0931	CONTRACT LABOR - UMPIRES	1,560.00
286 5-580-422.0100	OPERATING SUPPLIES	4,254.51
286 5-630-422.0100	OPERATING SUPPLIES	119.67
	<b>** FUND TOTAL **</b>	<b>6,550.68</b>

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<b>** TOTAL **</b>	<b>10,680.83</b>
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ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

## \*DEPARTMENT TOTALS\*

DEPARTMENT	DEPARTMENT NAME	AMOUNT
204	NON-DEPARTMENTAL	2,300.00
204 501	PARKS & RECREATION	1,830.15
	** FUND TOTAL **	4,130.15
286 508	PARK PROGRAMS	2,176.50
286 580	CONCESSIONS	4,254.51
286 630	EVENTS	119.67
	** FUND TOTAL **	6,550.68
-----		
	** TOTAL **	10,680.83

0 ERRORS

0 WARNINGS



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

VENDOR	TYPE ---ID----	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION -----	GROSS/	-DISTRIBUTION-
	BANK	POST DT	DISC DT	CHECK#				BALANCE	
-----									
01-023468 COMCAST BUSINESS									
	INV 146001542-05122	5/11/22	5/11/22	5/11/22	N		PHONE SVC- MAY- PK	125.70	
	MPK	5/11/22		289261			PO:	0.00	
						204-5-501-432.0400	PHONE SVC- MAY- PK		125.70
===== TOTALS: GROSS: 125.70 PAYMENTS: 125.70- DISCS: 0.00 ADJS: 0.00 BAL: 0.00 =====									
01-002707 COMCAST CABLE									
	INV 0941317-042122	5/11/22	5/11/22	5/11/22	N		119 W WOLF- PK	111.25	
	MPK	5/11/22		289262			PO:	0.00	
						204-5-501-432.0400	119 W WOLF- PK		111.25
===== TOTALS: GROSS: 111.25 PAYMENTS: 111.25- DISCS: 0.00 ADJS: 0.00 BAL: 0.00 =====									
01-000248 ELKHART PUBLIC UTILITIES									
	INV 1103540004-05622	5/11/22	5/11/22	5/11/22	N		W BEARDSLEY- PK	17.87	
	MPK	5/11/22		289263			PO:	0.00	
						204-5-501-435.0400	W BEARDSLEY- PK		17.87
	INV 1103572004-05622	5/11/22	5/11/22	5/11/22	N		ESTON PARK- PK	54.26	
	MPK	5/11/22		289263			PO:	0.00	
						204-5-501-435.0400	ESTON PARK- PK		54.26
	INV 1105220006-05622	5/11/22	5/11/22	5/11/22	N		W LEXINGTON- PK	8.20	
	MPK	5/11/22		289263			PO:	0.00	
						204-5-501-435.0400	W LEXINGTON- PK		8.20
	INV 1105360000-05622	5/11/22	5/11/22	5/11/22	N		701 ARCADE- PK	129.76	
	MPK	5/11/22		289263			PO:	0.00	
						204-5-501-435.0400	701 ARCADE- PK		129.76
	INV 1105360104-05622	5/11/22	5/11/22	5/11/22	N		701 ARCADE- PK	34.27	
	MPK	5/11/22		289263			PO:	0.00	
						204-5-501-435.0400	701 ARCADE- PK		34.27
	INV 1105390003-05622	5/11/22	5/11/22	5/11/22	N		EAST/WEST IRR- PK	8.20	
	MPK	5/11/22		289263			PO:	0.00	
						204-5-501-435.0400	EAST/WEST IRR- PK		8.20
	INV 1200680000-05622	5/11/22	5/11/22	5/11/22	N		500 E BEARDSLEY- PK	51.12	
	MPK	5/11/22		289263			PO:	0.00	
						204-5-501-435.0400	500 E BEARDSLEY- PK		51.12
	INV 1203400000-05622	5/11/22	5/11/22	5/11/22	N		1320 OLIVE- PK	54.24	
	MPK	5/11/22		289263			PO:	0.00	

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

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

01-000248 ELKHART PUBLIC UTILITIES \*\* CONTINUED \*\*

204-5-501-435.0400	1320 OLIVE- PK	54.24
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***** TOTALS:	GROSS:	357.92	PAYMENTS:	357.92-	DISCS:	0.00	ADJS:	0.00	BAL:	0.00	*****
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01-000209 INDIANA MICHIGAN POWER

INV	04028164509-042222	5/11/22	5/11/22	5/11/22	N	110 GARFIELD- PK	176.10
	MPK	5/11/22		289265		PO: \	0.00
						204-5-501-435.0100	176.10

INV	04058946304-042922	5/11/22	5/11/22	5/11/22	N	401 RIVERVIEW- PK	25.00
	MPK	5/11/22		289265		PO:	0.00
						204-5-501-435.0100	25.00

INV	04067197543-042222	5/11/22	5/11/22	5/11/22	N	1524 FRANCES- PK	16.14
	MPK	5/11/22		289265		PO:	0.00
						204-5-501-435.0100	16.14

INV	04104252426-042622	5/11/22	5/11/22	5/11/22	N	CONSOLIDATED- PK	841.03
	MPK	5/11/22		289265		PO:	0.00
						204-5-501-435.0100	841.03

INV	04116178304-042822	5/11/22	5/11/22	5/11/22	N	624 E JACKSON-PK	34.50
	MPK	5/11/22		289265		PO:	0.00
						204-5-501-435.0100	34.50

INV	04196896700-042822	5/11/22	5/11/22	5/11/22	N	101 GOSHEN- PK	51.19
	MPK	5/11/22		289265		PO:	0.00
						204-5-501-435.0100	51.19

INV	04792516603-042222	5/11/22	5/11/22	5/11/22	N	215 E INDIANA- PK	45.70
	MPK	5/11/22		289265		PO:	0.00
						204-5-501-435.0100	45.70

***** TOTALS:	GROSS:	1,189.66	PAYMENTS:	1,189.66-	DISCS:	0.00	ADJS:	0.00	BAL:	0.00	*****
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01-000210 NORTHERN INDIANA PUBLIC SE

INV	2157000015-042822	5/11/22	5/11/22	5/11/22	N	1020 MCDONALD- PK	138.65
	MPK	5/11/22		289267		PO:	0.00
						204-5-501-435.0200	138.65

INV	2157360055-042822	5/11/22	5/11/22	5/11/22	N	301 NIBCO- PK	156.66
	MPK	5/11/22		289267		PO:	0.00
						204-5-501-435.0200	156.66

***** TOTALS:	GROSS:	295.31	PAYMENTS:	295.31-	DISCS:	0.00	ADJS:	0.00	BAL:	0.00	*****
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01-1 REFUNDS/MANUAL PAYROLL

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

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

01-1 REFUNDS/MANUAL PAYROLL \*\* CONTINUED \*\*

INV	284389	5/11/22	5/11/22	5/11/22	N	MICHAEL SNIDER: PAV REFUND	200.00	
MPK		5/11/22		289266		PO:	0.00	
						204-5-501-458.0000 MICHAEL SNIDER: PAV REFUND		186.92
						725-4-000-312.0708 MICHAEL SNIDER: PAV REFUND		13.08

INV	284399	5/11/22	5/11/22	5/11/22	N	GLADYS IVERS: PAV REFUND	300.00	
MPK		5/11/22		289264		PO:	0.00	
						204-5-501-458.0000 GLADYS IVERS: PAV REFUND		280.37
						725-4-000-312.0708 GLADYS IVERS: PAV REFUND		19.63

INV	284561	5/11/22	5/11/22	5/11/22	N	CATHERINE CATRELL: PAV REF	450.00	
MPK		5/11/22		289260		PO:	0.00	
						204-5-501-458.0000 CATHERINE CATRELL: PAV REF		420.56
						725-4-000-312.0708 CATHERINE CATRELL: PAV REF		29.44

INV	284823	5/11/22	5/11/22	5/11/22	N	BIBIANA MARIN: PAV REFUND	225.00	
MPK		5/11/22		289259		PO:	0.00	
						204-5-501-458.0000 BIBIANA MARIN: PAV REFUND		210.28
						725-4-000-312.0708 BIBIANA MARIN: PAV REFUND		14.72

===== TOTALS: GROSS: 1,175.00 PAYMENTS: 1,175.00 DISCS: 0.00 ADJS: 0.00 BAL: 0.00 =====

01-024553 VERIZON COMMUNICATIONS INC

INV	9904945038PK	5/06/22	5/06/22	5/06/22	N	CELL PHONE SVC- PK	339.12	
MPK		5/06/22		289258		PO:	0.00	
						204-5-501-432.0400 CELL PHONE SVC- PK		339.12

===== TOTALS: GROSS: 339.12 PAYMENTS: 339.12 DISCS: 0.00 ADJS: 0.00 BAL: 0.00 =====



ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

## TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	3,593.96	3,593.96CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	3,593.96	3,593.96CR	0.00

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

\*\* PRE-PAID INVOICES \*\*

## PREPAID TOTALS

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

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

## REPORT TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	3,593.96	3,593.96CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
VOIDED ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	<b>3,593.96</b>	<b>3,593.96CR</b>	<b>0.00</b>

## UNPAID RECAP

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	0.00
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
<b>** UNPAID TOTALS **</b>	<b>0.00</b>

## \*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
204 5-501-432.0400	TELEPHONE/COMMUNICATION	576.07
204 5-501-435.0100	ELECTRICITY	1,189.66
204 5-501-435.0200	NATURAL GAS	295.31
204 5-501-435.0400	WATER & SEWER	357.92
204 5-501-458.0000	UNAPPROPRIATED	1,098.13
	<b>** FUND TOTAL **</b>	<b>3,517.09</b>
725 4-000-312.0708	PARKS SALES TAX	76.87
	<b>** FUND TOTAL **</b>	<b>76.87</b>

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<b>** TOTAL **</b>	<b>3,593.96</b>
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ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

## \*DEPARTMENT TOTALS\*

DEPARTMENT	DEPARTMENT NAME	AMOUNT
204 501	PARKS & RECREATION	3,517.09
	** FUND TOTAL **	3,517.09
725 000	NON DEPARTMENTAL	76.87
	** FUND TOTAL **	76.87
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	** TOTAL **	3,593.96

0 ERRORS

0 WARNINGS



Mayor Rod Roberson  
City of Elkhart  
229 S Second Street  
Elkhart, IN 46516

**Focus Area:** Placemaking  
**Program Officer Contact:** Ray Caldwell

**Grant Description/Specifications:**  
Bike to Work Day

**Grant Date:** 05/05/2022  
**Amount of Grant:** \$1,700.00  
**Reference #:** 20222276

**Grant Conditions & Deadlines:**  
Grant Report Due: 08/20/2022

**Grant Reports / Site Visit:** Grantees are expected to complete a Grant Report at the completion of their project/program. Typically, a grant report is due 3, 6, or 12 months following the distribution. Grant due dates are specified above. Organizations which fail to provide a report may jeopardize future funding. In the month following the Grant Report, a site visit may be required. Any site visit due dates will be specified above.  
**Exceptions:** Exceptions and modifications to the order of the grant report and site visit are given for special events and programs occurring within a specific time frame. As always, please refer to the dates provided above.

**Event Grants:** If you have received funding in support of a special event which requires a ticket for admission, we request a ticket be provided in order for a member of our team to attend and conclude your site visit if one is requested above.

**Challenge Grant Recipients:** In general, monetary or in-kind contributions from donors, volunteers and the business community will support a challenge. However, in some instances, organizations may be required to provide sole monetary support. If a requirement of your grant, this will be specified within the grant description and relayed by your Program Officer. A commitment will remain in place for one year. Once an organization has met their challenge, documentation will be required as evidence. Please contact the Program Department for types of evidence accepted. Any clarifying questions should be directed to a Program Officer. Funds will be released following receipt of evidence.

**Multi-year Recipients:** Funds will be distributed for each succeeding year following the completion of a grant report and possible site visit.

**Publicity Materials:** A sample Press Kit is provided for you online at [www.InspiringGood.org](http://www.InspiringGood.org). To obtain our logo or to have your publications about this grant reviewed prior to distribution, please contact our Marketing Director, 574.295.8761.

#### **Terms of Grant Agreement:**

By accepting and cashing the enclosed check your organization agrees to the following grant conditions:

- A) Confirms your IRS tax ruling is still in effect and agrees to all terms and conditions of the grant request submitted to the Foundation, including any modifications, recommendations or direction enacted by the Foundation's grant committee, further approved by the Foundation Board of Directors, and stated in the Grant Description/Specifications indicated above. Funds may not be used for lobbying or any other political activities as defined in section 170(c)(2)(b) of the Code. Funds also not be used for any other purpose without the Foundation's prior approval. A request for re-direction of any funds must be submitted to the Foundation in writing and approval is subject to the Foundation's discretion.
- B) To notify the Foundation immediately of any change in legal or tax status, change in any Grantee executive or key staff responsible for achieving the grant purposes, and ability to expend the grant for the intended purpose.
- C) To maintain books and records adequate to demonstrate the grant funds were held in a separate account or with separate accounting and used for the purpose for which the grant was made and to identify the manner in which funds have been expended.
- D) To give the Foundation reasonable access to the grantee's files and records for the purposes of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least 7 years after completion or termination of the project.
- E) To return to the Foundation any unexpended funds or any portion of the grant which is not used for the purposes specified herein. For clarification prior to returning any funds, please contact the Foundation Program Department.
- F) To allow the Foundation to review and approve the content of any proposed publicity concerning this grant prior to its release and to recognize the Foundation in any published materials related to the funded project or program, as specified above.
- G) To allow the Foundation to include information about this grant in the Foundation's news releases, social media postings, on the Foundation's website and other publication or marketing outlets. This includes the amount and purpose of the grant, any photographs you have provided, your logo or trademark, and other information and materials about your organization and its activities.
- H) To submit a grant report following the end of the period during which you are to use all grant funds and to submit any interim reports the Foundation may require. Your reports should include a detailed accounting of the use and expenditure of grant funds.

The CF reserves the right to discontinue, modify or withhold any payments under this grant award or to require a total or partial refund of any funds, if, in the CF's sole discretion, such action is necessary: (a) because you have not complied with the terms and conditions of this grant; (b) to protect the purpose and objectives of the grant or any other charitable activities of the CF; or (c) to comply with the requirements of any law or regulation applicable to you, the CF, or this grant.

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and \_Elkhart Community Schools ("ECS")\_.

### RECITALS

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

Elkhart Community Schools ("ECS") is an Indiana School Corporation organized under the provisions of §20-23-4-1 *et. seq.* of the Indiana Code.

City and \_ECS\_ desire to offer a \_Summer Basketball Camp\_ program at the \_North Side Middle School\_ from \_June 13<sup>th</sup>\_ to \_June 15<sup>th</sup>\_.

City and \_ECS\_ believe it is in the 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. Summer Basketball Camp will take place at North Side Middle School.
2. This camp will run Monday, June 13, 2022, Tuesday, June 14, 2022, and Wednesday, June 15, 2022.
3. The Camp will take place from 8:30 AM – 12 PM daily.
4. This camp will serve participants from grades K - 4<sup>th</sup> or ages 6 – 11.
5. Registration for this camp will occur through Parks.
6. Camp participation will be limited to 120 participants.
7. Cost of the camp for each participant will be \$30. This cost will be collected before the camp starts.
8. ECS will receive 0% of the camp fees by invoicing the Parks.



9. Parks will receive 100% of the camp fees.
  10. Staff for this camp will be provided by Elkhart Parks.
  11. Parks will provide any volunteers if needed.
  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 ECS and the City related to the operation of Summer Basketball Camp. 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 \_\_\_\_\_, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and \_Elkhart Community Schools ("ECS")\_.

### RECITALS

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

Elkhart Community Schools ("ECS") is an Indiana School Corporation organized under the provisions of §20-23-4-1 *et. seq.* of the Indiana Code.

City and \_ECS\_ desire to offer a \_Summer Basketball Training\_ program at the \_Pierre Moran Middle School\_ on Tuesday & Thursdays 5:30-7:30 pm \_June 7<sup>th</sup> - June 30<sup>th</sup> \_.

City and \_ECS\_ believe it is in the 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. Summer Basketball Training will take place at Pierre Moran School.
2. This training will take place on Tuesdays & Thursdays June 7, 2022, through June 30, 2022.
3. The training will take place from 5:30 – 7:30 PM.
4. This camp will serve participants entering grades 5 - 8 or ages 11– 14.
5. Registration for this camp will occur through Parks.
6. Camp participation will be limited to 50 participants.
7. Cost of the camp for each participant will be \$40. This cost will be collected before the camp starts.
8. ECS will receive 0% of the camp fees by invoicing the Parks.

9. Parks will receive 100% of the training camp fees.
  10. Staff for this training will be provided by Elkhart Parks.
  11. Parks will provide any volunteers if needed.
  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.
- 

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 ECS and the City related to the operation of Summer Basketball Training. 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 \_\_\_\_\_, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and \_Elkhart Community Schools ("ECS")\_.

### RECITALS

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

Elkhart Community Schools ("ECS") is an Indiana School Corporation organized under the provisions of §20-23-4-1 *et. seq.* of the Indiana Code.

City and \_ECS\_ desire to offer a \_Summer Football Camp\_ program at the \_Elkhart Freshman Division\_ from \_June 20<sup>th</sup>\_ to \_June 22<sup>th</sup>\_.

City and \_ECS\_ believe it is in the 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. Summer Football Camp will take place at Elkhart Freshman Division.
2. This camp will run Monday, June 20, 2022, Tuesday, June 21, 2022, and Wednesday, June 22, 2022.
3. The Camp will take place from 8:30 AM – 12 PM.
4. This camp will serve participants from grades K - 4<sup>th</sup> or ages 6 – 11.
5. Registration for this camp will occur through Parks.
6. Camp participation will be limited to 120 participants
7. Cost of the camp for each participant will be \$30. This cost will be collected before the camp starts.
8. ECS will receive 0% of the camp fees by invoicing the Parks.

9. Parks will receive 100% of the camp fees.
10. Staff for this camp will be provided by Elkhart Parks.
11. Parks will provide any volunteers if needed.
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 ECS and the City related to the operation of Summer Football Camp. 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 \_\_\_\_\_, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and \_Elkhart Community Schools ("ECS")\_.

### RECITALS

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

Elkhart Community Schools ("ECS") is an Indiana School Corporation organized under the provisions of §20-23-4-1 *et. seq.* of the Indiana Code.

City and \_ECS\_ desire to offer a \_Summer Football Training\_ program at the \_Elkhart East High School\_ on Thursdays 5:30-7:30 pm \_July 7<sup>th</sup>\_ to \_July 28<sup>th</sup>\_.

City and \_ECS\_ believe it is in the 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. Summer Football Training will take place at Elkhart East High School.
2. This training will run on Thursdays July 7, 2022, through July 28, 2022.
3. The training will take place from 5:30 – 7:30 PM.
4. This camp will serve participants entering grades K - 4<sup>th</sup> or ages 6 – 11.
5. Registration for this camp will occur through Parks.
6. Camp participation will be limited to 50 participants.
7. Cost of the camp for each participant will be \$40. This cost will be collected before the camp starts.
8. ECS will receive 0% of the camp fees by invoicing the Parks.
9. Parks will receive 100% of the training camp fees.

10. Staff for this camp will be provided by Elkhart Parks.
  11. Parks will provide any volunteers if needed.
  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 ECS and the City related to the operation of Summer Football Training. 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 \_\_\_\_\_, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and \_Elkhart Community Schools ("ECS").

### RECITALS

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

Elkhart Community Schools ("ECS") is an Indiana School Corporation organized under the provisions of §20-23-4-1 *et. seq.* of the Indiana Code.

City and \_ECS\_ desire to offer a \_Summer Soccer Camp\_ program at the \_Pierre Moran Middle School\_ from \_June 27<sup>th</sup>\_ to \_June 29<sup>th</sup>\_.

City and \_ECS\_ believe it is in the 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. Summer Soccer Camp will take place at Pierre Moran Middle School.
2. This camp will run Monday, June 27, 2022, Tuesday, June 28, 2022, and Wednesday, June 29, 2022.
3. The Camp will take place from 8:30 AM – 12 PM daily.
4. This camp will serve participants entering grades K - 4<sup>th</sup> or ages 6 – 11.
5. Registration for this camp will occur through Parks.
6. Camp participation will be limited to 120 participants.
7. Cost of the camp for each participant will be \$30. This cost will be collected before the camp starts.
8. ECS will receive 0% of the camp fees by invoicing the Parks.

9. Parks will receive 100% of the camp fees.
  10. Staff for this camp will be provided by Elkhart Parks.
  11. Parks will provide any volunteers if needed.
  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 ECS and the City related to the operation of Summer Soccer Camp. No representation, promise, or inducement has been made by either party that is not embodied in this

Agreement, and neither party shall be bound by or liable for any alleged representation, promise, or inducement not specifically set forth herein.

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

\_\_\_\_\_

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

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

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

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

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

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

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



## ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 27<sup>th</sup> day of April, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Bad Entertainment.

### 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.

Bad Entertainment will provide entertainment services, including musical performance.

City will be hosting Summer in the Park Series and wishes to contract with Bad Entertainment 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 in the Park Series
  2. The event will take place at: 701 Arcade Ave., Elkhart, In 46514
  3. The date of the event will be: Sunday, September 25, 2022.
  4. The time of the event will be: From 3 pm -6 pm.
  5. The time of Bad Entertainment's sound check will be mutually agreed upon and is TBD.
  6. City will provide electricity, sound, and stage.
  7. Bad Entertainment will provide a 120-minute musical performance.
  8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
  9. Bad Entertainment will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$900.00 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. Bad Entertainment, 1935 North Stone Maple Lane, 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: \_\_\_\_\_

5-5-2022

MICHAEL WELLS 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 27<sup>th</sup> day of April, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Bad Entertainment.

### 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.

Michael Wells will provide entertainment services, including musical performance.

City will be hosting Summer in the Park Series and wishes to contract with Bad Entertainment 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 in the Park Series
  2. The event will take place at: 701 Arcade Ave., Elkhart, In 46514
  3. The date of the event will be: Sunday, July 24, 2022.
  4. The time of the event will be: From 3 pm -6 pm.
  5. The time of Bad Entertainment's sound check will be mutually agreed upon and is TBD.
  6. City will provide electricity, sound, and stage.
  7. Bad Entertainment will provide a 120-minute musical performance.
  8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
  9. Bad Entertainment will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$900.00 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.

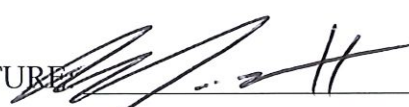
2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be 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. Bad Entertainment, 1935 North Stone Maple Lane, 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:

5-5-2022



MICHAEL WELLS 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 27<sup>th</sup> day of April, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Bad Entertainment.

### 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.

Bad Entertainment will provide entertainment services, including musical performance.

City will be hosting Summer in the Park Series and wishes to contract with Bad Entertainment 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 in the Park Series
  2. The event will take place at: 701 Arcade Ave., Elkhart, In 46514
  3. The date of the event will be: Sunday, May 22, 2022.
  4. The time of the event will be: From 3 pm -6 pm.
  5. The time of Bad Entertainment's sound check will be mutually agreed upon and is TBD.
  6. City will provide electricity, sound, and stage.
  7. Bad Entertainment will provide a 120-minute musical performance.
  8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
  9. Bad Entertainment will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$900.00 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. Bad Entertainment, 1935 North Stone Maple Lane, 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: \_\_\_\_\_

(Printed Name, Title)

**CITY OF ELKHART, INDIANA**

**By its BOARD OF PARKS AND RECREATION**

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

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

(Printed Name, Title)



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

*When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.*

STATE OF \_\_\_\_\_ )  
 ) §  
COUNTY OF \_\_\_\_\_ )

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:


1. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
  - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
  - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
    - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
    - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.
2. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program shall be included or provided upon request; and
3. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of Elkhart, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

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

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing affidavit are true and correct.

Dated this 5<sup>th</sup> day of May, 2022

MICHAEL WELLS  
Contractor

  
Signature of Person Authorized to sign on behalf  
of Contractor

MICHAEL WELLS owner  
Printed Name and Title

## ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 27<sup>th</sup> day of April, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Bad Entertainment.

### 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.

Michael Wells will provide entertainment services, including musical performance.

City will be hosting Summer in the Park Series and wishes to contract with Bad Entertainment 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 in the Park Series
  2. The event will take place at: 701 Arcade Ave., Elkhart, In 46514
  3. The date of the event will be: Sunday, August 28, 2022.
  4. The time of the event will be: From 3 pm -6 pm.
  5. The time of Bad Entertainment's sound check will be mutually agreed upon and is TBD.
  6. City will provide electricity, sound, and stage.
  7. Bad Entertainment will provide a 120-minute musical performance.
  8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
  9. Bad Entertainment will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$900.00 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. Bad Entertainment, 1935 North Stone Maple Lane, 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.

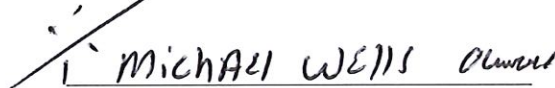
**ENTERTAINER**

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



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

5-5-2022

  
Michael Wells 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 27<sup>th</sup> day of April, 2022 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Bad Entertainment.

### 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.

Bad Entertainment will provide entertainment services, including musical performance.

City will be hosting Summer in the Park Series and wishes to contract with Bad Entertainment 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 in the Park Series
2. The event will take place at: 701 Arcade Ave., Elkhart, In 46514
3. The date of the event will be: Sunday, June 26, 2022.
4. The time of the event will be: From 3 pm -6 pm.
5. The time of Bad Entertainment's sound check will be mutually agreed upon and is TBD.
6. City will provide electricity, sound, and stage.
7. Bad Entertainment will provide a 120-minute musical performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Bad Entertainment will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$900.00 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



# ELKHART BOARD OF WORKS 2022 USE & EVENT PERMIT APPLICATION

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

Date Received: 5/4/22

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

EVENT NAME: Kobelco Company Picnic DATE(S) REQUESTED 8/6/22

LOCATION/VENUE REQUESTED McNaughton

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

OFFICE USE: DATE/VENUE AVAILABLE ☐ No ☐ Yes

## APPLICANT INFORMATION

NAME OF APPLICANT Kobelco Compressor -

NAME OF EVENT ORGANIZER/PRODUCER Sarah Stutsman

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

STREET ADDRESS 3000 Hammond Ave APT/UNIT/SUITE \_\_\_\_\_

CITY Elkhart STATE IN ZIP CODE 46516

E-MAIL ADDRESS Sarah.Stutsman@Kobelco.com

DAYTIME PHONE 574.295.3145 x233 FAX \_\_\_\_\_ CELL PHONE 574-849.1463

EVENT DAY ON-SITE CONTACT \* REQUIRED Sarah Stutsman DAYTIME PHONE S.A.A. CELL PHONE S.A.A.

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

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

NAME OF SPONSORING ORGANIZATION CONTACT \_\_\_\_\_ SPONSORING ORG. CONTACT PHONE \_\_\_\_\_

ADDRESS OF SPONSORING ORGANIZATION \_\_\_\_\_ CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_

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

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

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

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

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

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



## EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time:

Finish Time:

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

SET-UP TIME(S)

From:

8 AM

To:

9 AM

TEAR-DOWN

From:

3:00pm

To:

4:00 pm

EXPECTED NUMBER OF PARTICIPANTS:

100-125

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

2021 NUMBER OF PARTICIPANTS:

2020 NUMBER OF PARTICIPANTS:

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

☒ No

☐ Yes

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

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

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

## EVENT DESCRIPTION

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

☐ Walk/Run

☐ Cultural Event

☒ Other event, please describe:

☐ Art Fair/Festival

☐ Public Rally/March

☐ Concert/Performance

☐ Bike Ride

☐ Service

Company picnic

Brief Description of Event:

Small Company picnic w/ live music

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](mailto:Nancy.Wilson@coei.org)

### FOOD AND ALCOHOLIC BEVERAGES:

Are you requesting permission to serve and/or sample food and/or beverages?  
(Please check the appropriate response.)

No Food or Alcoholic Beverages may be sold on Park Property

☐ No



Yes, to the participants only

☐

Yes, to the general public

If applicable

→ Name of Caterer/Vendor:

Nelson's

IF YES, please describe:

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

### TENTS AND CANOPIES

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

**Building and Zoning Clearance Required.**

Will your event feature tents and/or canopies?  
(Please check No or Yes below.)



No

☐

Yes



Number of Tents/Canopies:

Tent/Canopy Size(s):

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

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

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

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

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

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

### VEHICLES

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



No

☐

Yes



Number of Vehicles:



Vehicle Description(s):

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



No

☐

Yes



Number of Vehicles:



Vehicle Description(s):

### STAGES/PLATFORMS

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

☒ No ☐ Yes → Number of Stage(s): \_\_\_\_\_  
→ Stage Description(s): \_\_\_\_\_  
Stage Owner \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: Street, City, State, Zip \_\_\_\_\_  
Stage Specs will be required.

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

### PORTABLE TOILETS

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

☒ No ☐ Yes → Number of Portable Toilets: \_\_\_\_\_ AND Number of Accessible ADA Portable Toilets: \_\_\_\_\_  
→ Company/Description(s): \_\_\_\_\_

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

### FENCING

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

☒ No ☐ Yes → Description: \_\_\_\_\_

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

### EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

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

☒ No ☐ Yes → \_\_\_\_\_

Number of Emergency Management Staff Requested

- ☐ \$50.00 Minimum of two Event Personnel \_\_\_\_\_  
☐ \$25.00 Event Personnel each per event \_\_\_\_\_

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

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



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## FIRE DEPARTMENT

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Additional Information May Be Required.

\_\_\_\_\_

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## BUILDINGS AND GROUNDS

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

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

Additional fees may apply.

### WASTE RECEPTICLES

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

☒ No ☐ Yes → \_\_\_\_\_

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

☒ No ☐ Yes → \_\_\_\_\_

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

\_\_\_\_\_

---

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☐ No ☐ Yes → \_\_\_\_\_

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

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

City Departments Only may request the use of these items.

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## POLICE DEPARTMENT

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

☒ No ☐ Yes → \_\_\_\_\_

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

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Additional Information May Be Required.

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## 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:

Live Band

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)

Any person that may be in the park or surrounding Area

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

Speakers Turned Inward - directed away from residential  
limited time for Band playing

---

## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

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

### BASIC PLAN

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

Contact full name (first/last name):

Contact cell number (area code plus number):

---

## EVENT MAPS

### SITE MAP (Required for all Applicants)

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

---

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

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

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

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## 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.**

Sarah Shutsman

PRINTED NAME OF APPLICANT

Sarah Shutsman

SIGNATURE OF APPLICANT

5/4/2022

DATE

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

Date \_\_\_\_\_

**APPROVED: BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
President

Date \_\_\_\_\_

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

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

Date \_\_\_\_\_





# ELKHART BOARD OF WORKS 2022 USE & EVENT PERMIT APPLICATION

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

Date Received: 4/28/22

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

EVENT NAME: Summer in the Park Series DATE(S) REQUESTED 5/22,6/26,7/24,8/28,9/25

LOCATION/VENUE REQUESTED McNaughton Park Pavilion & Bandshell

LOCATION/VENUE 2<sup>ND</sup> 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

Bad Entertainment/Michael Wells

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

574-326-4891

EVENT DAY ON-SITE CONTACT \* REQUIRED

Michael Wells

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: 3:00 pm

Finish Time: 6:00 pm

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

SET-UP TIME(S)

From: 11:00 am To: 3:00 pm

TEAR-DOWN

From: 3:00 pm To: 5:00 pm

EXPECTED NUMBER OF PARTICIPANTS:

200

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

2021 NUMBER OF PARTICIPANTS: 200

2020 NUMBER OF PARTICIPANTS:

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

(Please check No or Yes below.)

☐ No

☒ Yes

Event Name: Fall into the Parks Concert Series

Location: McNaughton Pavilion

Date: various, October 2021

## 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:

Outdoor concerts

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](mailto:Nancy.Wilson@coei.org)

### FOOD AND ALCOHOLIC BEVERAGES:

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

(Please check the appropriate response.)

☐ No☐ Yes, to the participants only☒ Yes, to the general public

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

If applicable → Name of Caterer/Vendor: tbd

IF YES, please describe:

---

---

---

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

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

### TENTS AND CANOPIES

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

**Building and Zoning Clearance Required.**

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☒ No☐ Yes

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

→ Tent/Canopy Size(s): \_\_\_\_\_

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

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

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

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

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

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

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

### VEHICLES

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

☒ No☐ Yes

→ Number of Vehicles: \_\_\_\_\_

→ Vehicle Description(s): \_\_\_\_\_

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

☒ No☐ Yes

→ Number of Vehicles: \_\_\_\_\_

→ Vehicle Description(s): \_\_\_\_\_



## STAGES/PLATFORMS

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

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

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

→ Stage Description(s): permanent structure

Stage Owner City of Elkhart Parks & Recreation Department Phone Number: 574-295-7275

Address: Street, City, State, Zip 229 S 2nd Street, Elkhart, IN 46516

Stage Specs will be required.

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

## PORTABLE TOILETS

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

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

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

→ Company/Description(s): \_\_\_\_\_

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

## FENCING

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

☒ No ☐ Yes → Description: \_\_\_\_\_

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

## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

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

☒ No ☐ Yes → \_\_\_\_\_

Number of Emergency Management Staff Requested

- ☐ \$50.00 Minimum of two Event Personnel \_\_\_\_\_
- ☐ \$25.00 Event Personnel each per event \_\_\_\_\_

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

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

## FIRE DEPARTMENT

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

☒ No ☐ Yes →

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

☐

Ambulance(s)

Number Requested \_\_\_\_\_

☐

Medic Kubota

☐

Fire Truck

☐

First Aid Station

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

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

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

☐

Event Fencing

Number of Sections Requested \_\_\_\_\_

Other \_\_\_\_\_

☐

Snow Fencing

Number of Feet Requested \_\_\_\_\_

Other \_\_\_\_\_

Additional fees may apply.

### WASTE RECEPTICLES

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

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

☐

No

☒

Yes

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

(Please check No or Yes below.)

☐

No

☐

Yes

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

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☐

No

☐

Yes

☐

Golf Cars

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

☐

Risers

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

☐

Stage

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

☐

Trailer (tables/chairs)

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

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

City Departments Only may request the use of these items.



## POLICE DEPARTMENT

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

☐ No ☐ Yes → \_\_\_\_\_

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

---

---

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Additional Information May Be Required.

## STREET DEPARTMENT

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

☐ No ☐ Yes → Street Name \_\_\_\_\_

Please mark all that may apply:

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

## OTHER STRUCTURES

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

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

→ Description(s): \_\_\_\_\_

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

## BOARD OF WORKS PERMITS

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

Water:

☐

Yes

☐

No

Electric:

☐

Yes

☐

No

Plaza Sign:

☒

Yes

☐

No

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

Bridge Banner:

☐

Yes

☐

No

Please indicate location:

☐

Bridge Banner- North Main Street- Memorial Bridge

☐

Bridge Banner – Johnson Street

### NOISE ORDINANCE

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

(Please check No or Yes below.)

☐

No

☒

Yes



Reason: Amplified sound

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 neighbors.

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

Prior notification of the events.

---

## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

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

### BASIC PLAN

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

Contact full name (first/last name):

Contact cell number (area code plus number):

---

## EVENT MAPS

### SITE MAP (Required for all Applicants)

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

---

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

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

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

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## INDEMNIFICATION, WAIVER AND RELEASE

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

## APPLICANT SIGNATURE

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

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

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

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

Sherry Krask

PRINTED NAME OF APPLICANT

[Signature]  
SIGNATURE OF APPLICANT

7  
DATE

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

Date \_\_\_\_\_

APPROVED: BOARD OF PUBLIC WORKS

\_\_\_\_\_  
President

Date \_\_\_\_\_

RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)

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

Date \_\_\_\_\_



# ELKHART BOARD OF WORKS 2022 USE & EVENT PERMIT APPLICATION

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

Date Received: 4/28/22

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

EVENT NAME: Independence Day Celebration DATE(S) REQUESTED July 2, 2022

LOCATION/VENUE REQUESTED Central Green, Civic Plaza

Kardzhali Park

LOCATION/VENUE 2<sup>ND</sup> 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 & 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

574-326-4891

EVENT DAY ON-SITE CONTACT \* REQUIRED

Sherry Krask

DAYTIME PHONE

574-295-7275

CELL PHONE

574-326-4891

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

(Please check No or Yes Below)



No



Yes

→ Name of Organization: \_\_\_\_\_

NAME OF SPONSORING ORGANIZATION CONTACT

SPONSORING ORG. CONTACT PHONE

ADDRESS OF SPONSORING ORGANIZATION

CITY

ZIP CODE

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

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

(Please check No or Yes below.)



No



Yes

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

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

(Please check No or Yes below.)



No



Yes

→ Please attach current verification of ST-105 status

FEDERAL TAX ID #



## EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time: 7:00 pm

Finish Time: 11:00 pm

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

SET-UP TIME(S)

From: 4:00 pm To: 7:00 pm

TEAR-DOWN

From: 11:00 pm To: 12:00 am

EXPECTED NUMBER OF PARTICIPANTS:

4,000

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

2021 NUMBER OF PARTICIPANTS: 3,500

2020 NUMBER OF PARTICIPANTS: na

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

(Please check No or Yes below.)

☐ No

☒ Yes

Event Name: Independence Day Celebration

Location: Central Green, Civic Plaza

Date: July 2, 2021

## 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:

Food vendors will be serving at 6:00 pm, musical entertainment begins at 8:00 (tbd),  
Fireworks set off at dusk from Kardzhali 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 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](mailto:Nancy.Wilson@coei.org)

### FOOD AND ALCOHOLIC BEVERAGES:

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

(Please check the appropriate response.)

☐

No

☐

Yes, to the participants only

☒

Yes, to the general public

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

If applicable → Name of Caterer/Vendor: Kona Ice, All Over Creations, Dutch Kernel, Keim's Elephant Ears, That Guy's Ribs, Hot Dog Eddy, more tbd.

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): 10 x 10's

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

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

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

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

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

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

### VEHICLES

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

☒

No

☐

Yes

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

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

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

☒

No

☐

Yes

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

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

## STAGES/PLATFORMS

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

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

**\*May require additional insurance.**

☐ No ☒ Yes → Number of Stage(s): 1

Stage Description(s): Central Green Stage

Stage Owner Board of Works, City of Elkhart 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: 10 AND Number of Accessible ADA Portable Toilets: 2

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

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 → Crowd control

Number of Emergency Management Staff Requested

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

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

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

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



## FIRE DEPARTMENT

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

☐ No ☒ Yes →

As determined by EFD.

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.

Fireworks

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 trash containers

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.

Crowd control

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 To: High

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 at Central Green, July 2, food vendors open at 6, fireworks at dusk.

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:

Fireworks, participants

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 neighbors and businesses

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

Prior notification of 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.
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### BASIC PLAN

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

    Contact full name (first/last name):

    Contact cell number (area code plus number):

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## EVENT MAPS

### SITE MAP (Required for all Applicants)

Please attach a Site Map clearly indicating the set-up of the event. An example would be the Start/Finish of a walk, run, 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".

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

All events that include a run/ walk, or other activity in which participants will be following a course will be required to attach a Route Map and a written document of the proposed route of the event. All proposed Route Maps are subject to 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

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## INDEMNIFICATION, WAIVER AND RELEASE

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

## APPLICANT SIGNATURE

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

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

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

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

Sherry Krask

PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

DATE

WITNESSED: Clerk of the Board of Works

Date \_\_\_\_\_

APPROVED: BOARD OF PUBLIC WORKS

President

Date \_\_\_\_\_

RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)

President or Secretary

Date \_\_\_\_\_

*The Honorable  
Rod Roberson  
Mayor*

**Jamison Czarnecki**  
*Parks Superintendent*



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

*574.295.7275  
Fax: 574.522-7808*

## MEMO

To: Board of Elkhart Parks and Recreation

From: Jamison Czarnecki, Superintendent

Date: May 17, 2022

Re: Parks Department Report

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### Superintendent's Update

- Excited to say that our team has pushed for an even better summer than last year and looks like there will be a robust amount of opportunities happening throughout the summer for our residents and community members.
- We are still in need of vendors for our events as well as volunteers for events and programs. If you know anyone who is interested, contact our events coordinator, Sherry.
- We are officially located in City Hall at 229 S. Second St.
- Summer Activities guide will be out by the last week of May. The guide will be posted to social media and the website as well.
- This Sunday, the 22nd, kicks off for "Summer Concerts in McNaughton Park" Series which is Sunday 3pm to 6pm with a Willie Nelson impersonator in partnership with Bad Entertainment.
- Bike to Work Day is Friday the 20<sup>th</sup> and Parks is working with other departments to host a free breakfast on the plaza from 6 30am to 8 30am with free bicycle gear giveaways. Also an after work ride and celebration at the EEC. Check out [ElkhartIndiana.org/BikeToWorkDay](http://ElkhartIndiana.org/BikeToWorkDay)

### Events Report

- Many events are about to start!  
"Summer Music at McNaughton Park" opens on May 22<sup>nd</sup> from 3pm to 6pm featuring "Billy G" a Willie Nelson impersonator and a tribute to Elvis with the "Tim Dudley Show."
- Elkhart Farmers Market at Kardzhali Park starts May 28 and will be every Saturday 8am to 12pm until September 24<sup>th</sup> Still accepting artisanal vendors and farmers.
- Rhapsody Arts & Music Festival is on Island Park June 10<sup>th</sup> and 11<sup>th</sup> featuring many artisanal vendors and artists plus live bands and of course the food and beer!
- Summer Chill Concert Series begins on June 17<sup>th</sup> and will be every 3<sup>rd</sup> Friday of the month at NIBCO

### Volunteering Report

- We have been in touch with Beacon health, Cross Road community church, Lippert, Thor, and Teen Challenge for group volunteer opportunities.
- We now have a volunteer application on our website and Facebook (we're already receiving applications)!

### Programming and Recreation Report



*The Honorable  
Rod Roberson  
Mayor*

**Jamison Czarnecki**  
*Parks Superintendent*



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- Wilderness Survival Camp. \$10 a child. Children ages 10 – 17. Camp is on Saturday May 21<sup>st</sup> & May 28<sup>th</sup> at Elkhart Environmental Center. Registration now open.
- "Pickup Pickleball" at the Park. Starting June 6<sup>th</sup> at McNaughton Park on Tuesdays & Thursdays from 9 – 12 PM.
- "Senior Game Day" for anyone 55+ starting June 1<sup>st</sup> on Wednesday mornings from 9 – 12 PM at McNaughton Pavilion.
- "LIFT" continues Mondays & Tuesdays through June 28<sup>th</sup> from 6 – 7 PM at High Dive.
- Jiu Jitsu will be starting back up again on Wednesday June 15 – July 27 for \$40 from 6 – 6:45 PM.
- Youth Soccer League canceled due to low enrollment and no volunteer coaches. Refunds to be issued soon.
- "Summer Fitness in the Parks" in partnership with Beacon starts June 11 at NIBCO Park Saturdays from 9 – 10 AM.
- "Elkhart Kayak Club" will start June 18<sup>th</sup> at 9 – 11 AM and take place every other Saturday from then on. Will meet at different locations in Elkhart & St. Joe River. Free to everyone and all ages welcome with parent supervision.
- Tennis Lessons registrations have opened and welcome any and all ages 4-adults. Lessons take place daily for youth 4-17 years old and for adults 18+ every Tuesday and Thursday. June 13-July 29
- "Parks Passport" will launch mid- June. Free programs to all participants. Goal is to get people active and in the parks. Local challenges for people to accomplish and be entered to win prizes

#### Ranger Report

April 1-30, 2022 – Ranger Stan McCray

#### Citations

- None written.

#### Various Park Activities and number of people participating.

- Basketball (83), Biking (2), Boating/Kayak (4), Catch/Frisbee (7), Fishing (80), Football (31), Parking/Sitting (507), Playground (357), Scooter (14), Skateboarding (66), Sledding (14), Swimming/Splash Pad (3), Walking/Jogging (657), Walking Dog (123), Soccer (45), Baseball/Softball (88), Tennis (14) for a Grand Total of 2,187 patrons.

#### Events

- None

#### Damage

- April 16, 2022 - While on patrol Ranger Keen was at Island Park when he noticed a tree that was east of the open air pavilion that was leaning across the paved pathway. Ranger placed caution tape around the area of the damaged tree. The Buildings and Grounds Dept. was contacted and cut down the damaged tree.
- 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.



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**Other**

- Apr. 13, 2022 Jennifer Kobie, Marketing/Social Media Specialist reported that a female park patron posted a comment on Facebook saying that Park Ranger Abby Geib assisted some people who were out looking for Easter eggs. The patron said that Abby was very sweet and talked to them about the egg hunt and provided them with an activity guide.
- April 16, 2022 – While on patrol at American Park, Ranger Keen noticed that someone had dumped several bricks close to the wooded area to the east of the entry road into the park off of Goshen Av. The Buildings and Grounds Dept. was contacted and removed the bricks from the area.
- April 25, 2022 - Ranger Abigail Geib resigned her position as an Elkhart Parks and Recreation Dept. Ranger for a full time position elsewhere. We wish her the best of luck in her future endeavors.
- We are hiring for a night ranger for the season. Please contact Stan McCray for more information.

## End of Report ##