

# **PARK BOARD AGENDA**



## **MEETING SCHEDULE**

Tuesday, February 20, 2024, at 5:00 pm  
Council Chambers  
229 S. 2<sup>nd</sup> Street, Elkhart, IN 46516

## **CALL TO ORDER**

### **1. ROLL CALL**

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

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

### **4. APPROVAL OF MINUTES**

- January 16, 2024

### **5. APPROVAL OF FINANCIALS**

- Claims - \$45,600.25
- Donations - \$3,340.00
- Grants - \$0

### **6. NEW BUSINESS MATTERS**

- a. Matthew Moyers- "Departmental Manuals for Consideration"
- b. Entertainment Contracts
- c. Lamar Billboard Contract
- d. Proposal- JPR Structural Engineering Investigation at Woodlawn Nature Center
- e. Proposal- JPR Structural & Architectural Services at Willowdale Pavilion
- f. Play it Again Sports Quote
- g. Michiana Rental Contract
- h. 2024 Use and Event Permit
- i. MOU Dwight Weber & Nic Cron

### **7. OLD BUSINESS**

- a. None

### **8. USE AND EVENT PERMIT**

- a. Community Easter Egg Hunt-3/30/24-Walker Park
- b. 1<sup>st</sup> Fridays Community Fest-5/3; 6/7; 7/5; 8/2; 9/6- Ullery Park
- c. EPD 5K-5/18/24- American Park;Riverwalk
- d. Stemm Lawson Peterson Memorial Walk-5/18/24-Walker Park
- e. A Taste of Black Excellence-6/1/24- Roosevelt Park
- f. Pollinator Promenade-7/13/24- EEC
- g. EnviroFest-8/10/24- Island Park
- h. Rockin the Rails-8/24/24-Stage Use Only

# **PARK BOARD AGENDA**

- i. Waggin in the Woods-9/29/24-Risers and Trailer Use Only

## **9. DEPARTMENT REPORT**

## **10. CORRESPONDENCE**

- a. St. Thomas the Apostle Church Thank You

## **ADJOURNMENT**

**NEXT REGULAR PARK BOARD MEETING MARCH 19, 2024, COUNCIL CHAMBERS.**

# City of Elkhart Parks & Recreation Park Board Minutes



**DATE:** January 16, 2024

**TIME:** 5:00 PM

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

## Call to Order at 5:12 PM.

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

Nekeisha Alayna Alexis President	Chris Baiker Vice President	Sarah Santerre Secretary	Bil Murray Treasurer

### 2. Approval of Agenda

Motion to Approve Agenda

Motion: NAA

Second: CB

Motion passes with unanimous voice vote

### 3. Election of Park Board Officers

- a. Mrs. Santerre opens the floor for nominations of Park Board Officers
- b. Ms. Alexis nominates herself for President
- c. Mrs. Santerre nominates herself for President
  - i. Ms. Alexis is elected president by a 3-1 voice vote
- d. Mr. Baiker nominates himself for Vice President
  - i. Mr. Baiker is elected by unanimous voice vote
- e. Mrs. Santerre nominates herself for Secretary
  - i. Mrs. Santerre is elected by unanimous voice vote
- f. Mrs. Santerre nominates Mr. Murray for Treasurer
  - i. Mr. Murray is elected by unanimous voice vote

### 4. Approval of Minutes

December 19, 2023

Motion: CB

Second: SS

Motion passes with unanimous voice vote

### 5. Approval of Financials

**Claims: \$478,408.60**

**Donations: \$0**

**Grants: \$0**

Motion to discuss, approve, and place on file

Motion: SS

# City of Elkhart Parks & Recreation

## Park Board Minutes



Second: BM

Motion passes with unanimous voice vote

Mr. Czarnecki explains that the amount is higher than usual due to a Park Bond payment and the annual purchase of picnic tables, benches, and trash cans.

### 6. New Business

#### a. Plan Commission Appointee

Mr. Czarnecki provides the Board with information about the role and commission. Mr. Baiker volunteers to be the appointee.

Motion to appoint Mr. Baiker to Plan Commission

Motion: SS

Second: BM

Motion passes with unanimous voice vote

Mr. Baiker is sworn in as the Park Board's Plan Commission Appointee for the year.

#### b. Memorandum of Understanding with Alexandra Hibshman

Ms. Ixmattlahua informs the Board that Ms. Hibshman is a watercolor instructor. The Department has worked with her in the past to provide art classes.

Motion to approve

Motion: SS

Second: CB

Motion passes with unanimous voice vote

#### c. Proposal for Structural Engineering Services: High Dive Park Windmill Tower

Mr. Czarnecki states that the services are to ensure that the structure is sound and determine how many people can safely be in the tower.

Motion to approve

Motion: CB

Second: SS

Motion passes with unanimous voice vote

#### d. Proposal for Structural Engineering Services: Willowdale Pavilion

Mr. Czarnecki states that the services are to examine possible structural issues with the fireplace and get a professional opinion on when the pavilion may need to be replaced.

#### e. Transfer of Property to Redevelopment Commission

Mr. Czarnecki states that the Department currently owns the property, but park users do not utilize it. The Redevelopment Commission will sell a portion of the parcel to a developer and return the rest to the Park Board and all of Lundquist-Bicentennial Park, which is currently under the Board of Works.

Mrs. Santerre inquires about what is being developed.

Mr. Czarnecki states that it is residential.

Mr. Baiker inquires if this will hinder access to Lundquist-Bicentennial Park.

Mr. Czarnecki states that it will not.

Motion to table until the end of the meeting

Motion: SS

Second: CB

Motion passes with unanimous voice vote

### 7. Old Business

#### a. None

### 8. Use and Event Permit

#### a. Spring Fabulous Pop-Up Market – March 16, 2024 – McNaughton Pavilion



# City of Elkhart Parks & Recreation

## Park Board Minutes



Ms. Gordon presents the permit. This is the 4th year for the spring pop-up.

Motion: SS

Second: BM

Motion passes with unanimous voice vote

### 9. Department Report

Mr. Czarnecki reports that the Department is looking at quotes and proposals for improvements at Pierre Moran Pool. Public engagement meetings were held last week for Walker Park. Sixty people attended the sessions, and the online survey received 281 responses. There is support for restrooms and an inclusive intergenerational playground. The Department is creating a transition plan to take over the programming at Woodlawn Nature Center. Ms. Mandi Null is now the full-time Parks Services Specialist. The Department still has some full-time positions open.

Ms. Gordon presents the events report. The third Winter Farmers Market Pop-Up is on Saturday. The annual Frosty Five Run is being planned. Registration is currently double where it was last year. The Elkhart Farmers Market was voted Favorite Downtown Elkhart Activity by the Elkhart Truth.

Ms. Gordon presents the volunteer report. The Department is currently recruiting volunteers for the Frosty Five Run. Ms. Gordon is also seeking more businesses and organizations for the Adopt-a-Park Program.

Ms. Ixmattlahua provides an update on programs that have ended and are currently happening.

Mr. Danh provides the ranger report.

### 10. Transfer of Property to Redevelopment Commission

Motion to untable

Motion: SS

Second: CB

Motion passes with unanimous voice vote

Mr. Mike Huber, Department Head of Development Services, addresses the Board. Mr. Huber states that the developer has encroached onto city property. The Redevelopment Commission will re-plot all the park property in the area to the Parks Department.

Ms. Alexis inquires if it is customary to wait this long to bring something like this to the Board.

Mr. Huber states that this is a special circumstance that was caught when plans were turned in at the end of the year.

Motion to approve

Motion: CB

Second: BM

Motion fails CB & BM vote yes, SS & NAA abstain

Motion to reconsider

Motion: BM

Second: NAA

Motion passes with unanimous voice vote

Mr. Adam Fann, Assistant Director of Redevelopment, states that since the Board of Works owns Lundquist Park, it is not included in the park acreage. This would fix that. The park does not use the land being transferred.

Motion to approve

Motion: CB

Second: SS

Motion passes SS, BM, CB vote yes, NAA votes no

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

Ms. Alexis opens the privilege of the floor.

# City of Elkhart Parks & Recreation

## Park Board Minutes



Ms. Alexis closes the privilege of the floor.

### 12. Approval for Adjournment

Motion to adjourn

Motion: SS

Second: CB

Motion passes with unanimous voice vote

Adjourn 6:10 pm

### PARKS & RECREATION STAFF MEMBERS IN ATTENDANCE

Jamison Czarnecki, Superintendent Luisa Ixmattlahua-Garay, Program Coordinator Nick Cron, Operations Manager Nhim Danh, Lead Park Ranger	Jennifer Kobie, Recording Secretary Maddy Gordon, Volunteer Coordinator Mandi Null, Park Services Specialist
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### ADDITIONAL CITY EMPLOYEES AND GUESTS IN ATTENDANCE

Mr. Mike Huber, Development Services	Ms. Rose Rivera, Legal Department	Mr. Adam Fann, Development Services, via WebEx
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### Minutes Certification:

Respectfully Submitted,

Recording Secretary      Jennifer Kobie

\_\_\_\_\_

Date

Park Board President      Nekeisha Alayna Alexis

\_\_\_\_\_

Date


Park Board Secretary      Sarah Santerre

\_\_\_\_\_

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.

February 15, 2024   
JAMIE ARCE - CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$45,600.25** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 5 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 20TH DAY OF FEBRUARY 2024 BY:

PRESIDENT

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

VICE PRESIDENT

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

SECRETARY

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

TREASURER

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

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE



City of Elkhart

# Expense Approval Report

By Fund

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 2204 - PARK &amp; RECREATION</b>					
LRS HOLDINGS LLC	PS578114	02/20/2024	Portable Restrooms 1020 Mc	2204-5-501-4370200	161.00
LRS HOLDINGS LLC	PS578115	02/20/2024	Portable Restrooms 701 Arca	2204-5-501-4370200	242.00
LRS HOLDINGS LLC	PS578116	02/20/2024	Portable Restrooms 1398 Ma	2204-5-501-4370200	161.00
LRS HOLDINGS LLC	PS578117	02/20/2024	Portable Restrooms 1213 Oliv	2204-5-501-4370200	161.00
LRS HOLDINGS LLC	PS578118	02/20/2024	Portable Restrooms 200 W Lu	2204-5-501-4370200	161.00
4IMPRINT, INC	12061815	02/20/2024	Swag and Supplies for Progra	2204-5-501-4330300	336.23
DELL MARKETING L.P.	10722062961	02/20/2024	New Laptop for Matthew Moy	2204-5-501-4220150	1,582.70
WSJM, INC	IN-12312116674	02/20/2024	Radio Advertising - NIBCO	2204-5-501-4330300	25.00
MICHIGAN PLAYGROUNDS LL	SINV-06807	02/20/2024	Replacement Bench at Walker	2204-5-501-4220150	1,269.00
PETTY CASH / JAMISON CZAR	11024	02/20/2024	Office Supplies - Divider Tabs	2204-5-501-4210500	14.00
4IMPRINT, INC	12063586	02/20/2024	Swag and Supplies for Progra	2204-5-501-4330300	668.39
PETTY CASH / JAMISON CZAR	105473	02/20/2024	Removal of Patches for Ragers	2204-5-501-4220150	70.00
LRS HOLDINGS LLC	PS582554	02/20/2024	Portable Restrooms 1020 Mc	2204-5-501-4370200	161.00
LRS HOLDINGS LLC	PS582555	02/20/2024	Portable Restrooms 701 Arca	2204-5-501-4370200	242.00
LRS HOLDINGS LLC	PS582556	02/20/2024	Portable Restrooms 1398 Ma	2204-5-501-4370200	161.00
LRS HOLDINGS LLC	PS582557	02/20/2024	Portable Restrooms 1213 Oliv	2204-5-501-4370200	161.00
LRS HOLDINGS LLC	PS582558	02/20/2024	Portable Restrooms 200 W Lu	2204-5-501-4370200	161.00
IDEM (INDIANA DEPT OF ENV	000363096	02/20/2024	Annual Public Water Fees Isla	2204-5-501-4390900	100.00
MARTIN MARKETING SPECIAL	26386-1	02/20/2024	Program and Event Aids Tshirt	2204-5-501-4220150	994.09
AMAZON CAPITAL SERVICES I	17RG3Q6K9F7D	02/20/2024	Office Supplies - Calculator	2204-5-501-4210500	50.98
AMAZON CAPITAL SERVICES I	17RG3Q6K9F7D	02/20/2024	Operating Supplies - Cabinet,	2204-5-501-4220150	257.47
ELKHART COUNTY CONVENTI	2908	02/20/2024	Area Guide - Advertising 1/3 P	2204-5-501-4330300	1,760.00
SHOFF SECURITY SERVICES , I	148503	02/20/2024	Guard Response Fee - PM Poo	2204-5-501-4390912	197.00
SHANE FROST	2503-176	02/20/2024	Professional Marketing Servic	2204-5-501-4310400	2,225.00
MENARD, INC	47212	02/20/2024	Operating Supplies - Wood Ra	2204-5-501-4220150	113.38
AMAZON CAPITAL SERVICES I	19WMG716QWQM	02/20/2024	Office Supplies - Copier Paper	2204-5-501-4210500	44.99
AMAZON CAPITAL SERVICES I	19WMG716QWQM	02/20/2024	Operating Supplies - Desk	2204-5-501-4220150	672.99
ROCKY MOUNTAIN INVESTME	012424102921473	02/20/2024	Bike Repair and Maintenance	2204-5-501-4220150	164.97
MENARD, INC	47591	02/20/2024	Operating Supplies	2204-5-501-4220150	33.76
WSJM, INC	IN-12401117350	02/20/2024	Radio Advertising NIBCO & Fr	2204-5-501-4330300	850.00
AMAZON CAPITAL SERVICES I	1M4LJGQLC9MK	02/20/2024	Office Supplies	2204-5-501-4210500	260.21
AMAZON CAPITAL SERVICES I	1M4LJGQLC9MK	02/20/2024	Operating Supplies - Hutch, H	2204-5-501-4220150	357.67
BUGSY'S ELKHART EXTERMIN	26024	02/20/2024	Monthly Pest Control	2204-5-501-4390912	150.00
YODER OIL COMPANY INC	CL80305	02/20/2024	Park Dpt Fuel	2204-5-501-4220210	414.47
KENNETH J SELNER	108320	02/20/2024	Locksfor Rangers	2204-5-501-4220150	6.00
COMMUNITY FOUNDATION O	24COE	02/20/2024	Membership Dues	2204-5-501-4390800	200.00
AMAZON CAPITAL SERVICES I	1W93RFF44DYN	02/20/2024	Offcie Supplies - Copier Paper	2204-5-501-4210500	90.00
AMAZON CAPITAL SERVICES I	1W93RFF44DYN	02/20/2024	Operating Supplies - Journal B	2204-5-501-4220150	711.78
LRS HOLDINGS LLC	PS585839	02/20/2024	Portable Restrooms 1020 Mc	2204-5-501-4370200	161.00
LRS HOLDINGS LLC	PS585840	02/20/2024	Portable Restrooms 701 Arc	2204-5-501-4370200	242.00
LRS HOLDINGS LLC	PS585841	02/20/2024	Portable Restrooms 1398 Ma	2204-5-501-4370200	161.00
LRS HOLDINGS LLC	PS585842	02/20/2024	Portable Restrooms 1213 Oli	2204-5-501-4370200	161.00
LRS HOLDINGS LLC	PS585843	02/20/2024	Portable Restrooms 200 W Lu	2204-5-501-4370200	161.00
AMAZON CAPITAL SERVICES I	19XV6TQMV443	02/20/2024	Office Supplies - Monitor Rise	2204-5-501-4210500	29.74
AMAZON CAPITAL SERVICES I	19XV6TQMV443	02/20/2024	Operating Supplies - Name Pl	2204-5-501-4220150	54.98
<b>Fund 2204 - PARK &amp; RECREATION Total:</b>					<b>16,362.80</b>
<b>Fund: 2314 - PARKS DONATION</b>					
AMAZON CAPITAL SERVICES I	17RG3Q6K9F7D	02/20/2024	Event Supplies for Frosty 5k	2314-5-124-4390900	38.39
RANDAL REYNOLDS	19129890	02/20/2024	Ecents Banner - Farmer's Mar	2314-5-124-4390900	125.00
4IMPRINT, INC	12132158	02/20/2024	Frosty 5K Event Supplies - Mu	2314-5-124-4390900	201.51
PETTY CASH / JAMISON CZAR	2824	02/20/2024	Frosty 5K Event Snack Supplie	2314-5-124-4390900	245.10
GRAY MEDIA GROUP INC	3302912-2	02/20/2024	Advertisements for WinterFes	2314-5-124-4390900	675.00
<b>Fund 2314 - PARKS DONATION Total:</b>					<b>1,285.00</b>



## Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 2520 - PARK PROGRAM</b>					
NEVCO SPORTS LLC	0000255781	02/20/2024	New Scoreboard for Rivervie	2520-5-508-4220101	1,030.00
GORDON FOOD SERVICE INC	779295192	02/20/2024	NIBCO Concessions	2520-5-580-4220150	93.98
GORDON FOOD SERVICE INC	779295215	02/20/2024	NIBCO Concessions	2520-5-580-4220150	35.99
COCA-COLA CONSOLIDATED, I	39410925032	02/20/2024	NIBCO Concessions	2520-5-580-4220150	770.89
COCA-COLA CONSOLIDATED, I	39410925033	02/20/2024	NIBCO Concessions	2520-5-580-4220150	327.23
GORDON FOOD SERVICE INC	779295414	02/20/2024	NIBCO Concessions	2520-5-580-4220150	63.84
IDEM (INDIANA DEPT OF ENV	000363097	02/20/2024	Annual Public Water Fees Ide	2520-5-509-4390900	100.00
B E S INC	1861016	02/20/2024	NIBCO Concessions	2520-5-580-4220150	159.50
GORDON FOOD SERVICE INC	779295750	02/20/2024	NIBCO Concessions	2520-5-580-4220150	38.83
GORDON FOOD SERVICE INC	779296069	02/20/2024	NIBCO Concessions	2520-5-580-4220150	85.47
DUCKWORTH OUTDOOR REC	1121	02/20/2024	New Canoes for Parks Progra	2520-5-508-4230300	10,814.91
RANDAL REYNOLDS	19129890	02/20/2024	Ecents Banner - Farmer's Mar	2520-5-630-4330300	340.00
B E S INC	1861259	02/20/2024	NIBCO Concessions	2520-5-580-4220150	597.15
FRANGER GAS COMPANY INC	437177	02/20/2024	Propane Service Concession T	2520-5-580-4220150	72.00
MARTIN MARKETING SPECIAL	24800-1	02/20/2024	Frosty 5K Event Tshirts	2520-5-630-4220150	1,993.38
GORDON FOOD SERVICE INC	779296385	02/20/2024	NIBCO Concessions	2520-5-580-4220150	102.96
AMAZON CAPITAL SERVICES I	1W93RFF44DYN	02/20/2024	Events Supplies - Back Drop, K	2520-5-630-4220150	185.21
GORDON FOOD SERVICE INC	779296507	02/20/2024	NIBCO Concessions	2520-5-630-4220150	155.67
GORDON FOOD SERVICE INC	779296508	02/20/2024	NIBCO Concessions	2520-5-580-4220150	35.99
TOWER ADVERTISING PRODU	0F06331-IN	02/20/2024	Frosty 5K Event Award Metals	2520-5-630-4220150	135.00
MARTIN SUPERMARKET #14	399105	02/20/2024	Frosty 5K Event Supplies	2520-5-630-4220150	54.89
PETTY CASH / JAMISON CZAR	2824	02/20/2024	Frosty 5K Event Snack Supplie	2520-5-630-4220150	56.97
MARTIN SUPERMARKET #14	399113	02/20/2024	Frosty 5K Event Supplies	2520-5-580-4220150	31.52
AMAZON CAPITAL SERVICES I	19XV6TQM443	02/20/2024	Events Supplies - Balloon Garl	2520-5-630-4220150	44.20
MICHIANA TOOL RENTAL INC	67172-1	02/20/2024	tent Rental for Frosty 5K Even	2520-5-630-4390900	1,350.00
<b>Fund 2520 - PARK PROGRAM Total:</b>					<b>18,675.58</b>
<b>Grand Total:</b>					<b>36,323.38</b>

## Fund Summary

Fund	Expense Amount
2204 - PARK & RECREATION	16,362.80
2314 - PARKS DONATION	1,285.00
2520 - PARK PROGRAM	18,675.58
Grand Total:	36,323.38

## Account Summary

Account Number	Account Name	Expense Amount
2204-5-501-4210500	Office Supplies	489.92
2204-5-501-4220150	Operating Supplies	6,288.79
2204-5-501-4220210	Gasoline	414.47
2204-5-501-4310400	Professional Services	2,225.00
2204-5-501-4330300	Advertising	3,639.62
2204-5-501-4370200	Equipment Leases	2,658.00
2204-5-501-4390800	Organiz Membership &	200.00
2204-5-501-4390900	Other Services & Charge	100.00
2204-5-501-4390912	Contract Services	347.00
2314-5-124-4390900	Other Services & Chrgs P	1,285.00
2520-5-508-4220101	Operating Supplies - Soft	1,030.00
2520-5-508-4230300	Small Tools & Minor Equ	10,814.91
2520-5-509-4390900	Services & Charges	100.00
2520-5-580-4220150	Operating Supplies	2,415.35
2520-5-630-4220150	Operating Supplies	2,625.32
2520-5-630-4330300	Advertising	340.00
2520-5-630-4390900	Other Services & Charge	1,350.00
Grand Total:		36,323.38

## Project Account Summary

Project Account Key	Expense Amount
**None**	36,323.38
Grand Total:	36,323.38



City of Elkhart

# Expense Approval Report

By Fund

Payment Dates 1/12/2024 - 2/14/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 2204 - PARK &amp; RECREATION</b>					
COMCAST CABLE	8871402050941317-2224	02/02/2024	Parks Internet - 119 W Wolf A	2204-5-501-4320400	117.85
COMCAST CABLE	8771402050941317-12823	12/08/2023	119 W Wolf Ave - OFC 2 - PK	2204-5-501-4320400	116.25
NORTHERN INDIANA PUBLIC S	INV0000906	01/12/2024	1735700094 - 500 E Beardsley	2204-5-501-4350200	172.21
COMCAST BUSINESS	191374076-12624	01/26/2024	303 Nibco Pkwy - PK	2204-5-501-4320400	57.64
COMCAST BUSINESS	191374076-12624	01/26/2024	119 W Wolf Pierre Moran Poo	2204-5-501-4320400	57.64
INDIANA MICHIGAN POWER C	INV0001267	02/09/2024	04116178304 624 E Jackson	2204-5-501-4350100	246.20
INDIANA MICHIGAN POWER C	INV0000903	01/12/2024	04215485709 - 131 Tyler St	2204-5-501-4350100	289.03
INDIANA MICHIGAN POWER C	INV0000904	01/12/2024	04116178304 - 624 E Jackson	2204-5-501-4350100	233.17
INDIANA MICHIGAN POWER C	INV0000905	01/12/2024	04058946304 - 401 Riverview	2204-5-501-4350100	24.65
NORTHERN INDIANA PUBLIC S	INV0001069	01/26/2024	2157360055 301 Nibco Pkwy	2204-5-501-4350200	385.81
ELKHART PUBLIC UTILITIES	1105360000-11224	01/12/2024	701 Arcade Ave - PK	2204-5-501-4350400	68.83
ELKHART PUBLIC UTILITIES	1105360205-11224	01/12/2024	701 Arcade Ave Water Park -	2204-5-501-4350400	156.70
ELKHART PUBLIC UTILITIES	1105360603-11224	01/12/2024	701 Arcade Ave Tennis Courts	2204-5-501-4350400	71.24
ELKHART PUBLIC UTILITIES	1200680000-11224	01/12/2024	500 E Beardsley Ave Pavilion -	2204-5-501-4350400	45.36
ELKHART PUBLIC UTILITIES	1203400000-11224	01/12/2024	1320 Olive St Pavilion - PK	2204-5-501-4350400	53.95
ELKHART PUBLIC UTILITIES	1222370300-11224	01/12/2024	619 Baldwin St - PK	2204-5-501-4350400	71.24
INDIANA MICHIGAN POWER C	INV0001074	01/26/2024	04267434407 1324 Margueri	2204-5-501-4350100	338.90
AT&T MOBILITY II LLC	287332368663-2224	02/02/2024	Parks WiFi Service for Football	2204-5-501-4320400	93.72
NORTHERN INDIANA PUBLIC S	INV0001067	01/26/2024	0239660096 200 Lusher Ave	2204-5-501-4350200	66.00
NORTHERN INDIANA PUBLIC S	INV0001068	01/26/2024	8793150019 119 W Wolf Ave	2204-5-501-4350200	148.97
NORTHERN INDIANA PUBLIC S	INV0001070	01/26/2024	0764660057 200 Lusher Ave	2204-5-501-4350200	66.00
INDIANA MICHIGAN POWER C	INV0001072	01/26/2024	04925947501 1320 Olive Av	2204-5-501-4350100	85.24
INDIANA MICHIGAN POWER C	INV0001073	01/26/2024	04271939508 500 E Beardsle	2204-5-501-4350100	24.16
COMCAST CABLE	8771402050907664-12624	01/26/2024	301 Nibco Pkwy - PK	2204-5-501-4320400	116.85
INDIANA MICHIGAN POWER C	INV0001071	01/26/2024	04776128300 701 Arcade Av	2204-5-501-4350100	53.56
COMCAST CABLE	8771402050910809-2224	02/02/2024	Parks Internet - 300 Riverview	2204-5-501-4320400	109.85
COMCAST CABLE	8771402050909983-2224	02/02/2024	parks Internet - 635 Arcade A	2204-5-501-4320400	108.35
ELKHART PUBLIC UTILITIES	3100200104-12624	01/26/2024	Elkhart Ave/Bicentennial - PK	2204-5-501-4350400	53.95
ELKHART PUBLIC UTILITIES	3100223400-12624	01/26/2024	301 Nibco Pkwy - PK	2204-5-501-4350400	48.41
ELKHART PUBLIC UTILITIES	3100223500-12624	01/26/2024	301 Nibco Pkwy - PK	2204-5-501-4350400	175.03
ELKHART PUBLIC UTILITIES	3306531000-12624	01/26/2024	119 W Wolf Ave Pavilion - PK	2204-5-501-4350400	93.99
FRONTIER NORTH INC.	57410100151114145-2224	02/02/2024	Parks Phone - Riverview Softb	2204-5-501-4320400	48.92
INDIANA MICHIGAN POWER C	INV0001185	02/02/2024	04210875706 Consolidated	2204-5-501-4350100	1,735.81
INDIANA MICHIGAN POWER C	INV0001131	02/02/2024	04792516603 215 E Indiana	2204-5-501-4350100	44.01
INDIANA MICHIGAN POWER C	INV0001133	02/02/2024	04028164509 110 E Garfield	2204-5-501-4350100	223.62
NORTHERN INDIANA PUBLIC S	INV0001136	02/02/2024	1735700094 500 E Beardsle	2204-5-501-4350200	235.05
NORTHERN INDIANA PUBLIC S	INV0001138	02/02/2024	0441000024 701 Arcade Av	2204-5-501-4350200	428.85
NORTHERN INDIANA PUBLIC S	INV0001139	02/02/2024	7549100062 1320 Olive Ave	2204-5-501-4350200	184.50
ELKHART PUBLIC UTILITIES	4100410104-2224	02/02/2024	Parks Water & Ser - Superior	2204-5-501-4350400	93.99
INDIANA MICHIGAN POWER C	INV0001265	02/09/2024	04058946304 401 Riverview	2204-5-501-4350100	25.60
INDIANA MICHIGAN POWER C	INV0001266	02/09/2024	04196896700 101 Goshen A	2204-5-501-4350100	1,012.10
INDIANA MICHIGAN POWER C	INV0001268	02/09/2024	04215485709 131 Tyler St	2204-5-501-4350100	301.70
NORTHERN INDIANA PUBLIC S	INV0001269	02/09/2024	2157360055 301 Nibco Pkw	2204-5-501-4350200	445.23
NORTHERN INDIANA PUBLIC S	INV0001270	02/09/2024	2157000015 1020 McDonal	2204-5-501-4350200	231.69
<b>Fund 2204 - PARK &amp; RECREATION Total:</b>					<b>8,761.82</b>
<b>Fund: 2520 - PARK PROGRAM</b>					
INDIANA MICHIGAN POWER C	INV0000902	01/12/2024	04844997017 - 52256 Ideal B	2520-5-509-4350100	79.73
ELKHART COUNTY REGIONAL	9000016900-12624	01/26/2024	52256 Ideal Beach	2520-5-509-4350400	315.86
COMCAST CABLE	8771402210116669-2224	02/02/2024	Parks Internet - 52256 Ideal B	2520-5-509-4320400	119.46
<b>Fund 2520 - PARK PROGRAM Total:</b>					<b>515.05</b>
<b>Grand Total:</b>					<b>9,276.87</b>

Report Summary

Fund Summary

Fund	Payment Amount
2204 - PARK & RECREATION	8,761.82
2520 - PARK PROGRAM	515.05
Grand Total:	9,276.87

Account Summary

Account Number	Account Name	Payment Amount
2204-5-501-4320400	Telephone & Communic	827.07
2204-5-501-4350100	Electricity	4,637.75
2204-5-501-4350200	Natural Gas	2,364.31
2204-5-501-4350400	Water & Sewer	932.69
2520-5-509-4320400	Telephone & Communic	119.46
2520-5-509-4350100	Electricity	79.73
2520-5-509-4350400	Water & Sewer	315.86
Grand Total:		9,276.87

Project Account Summary

Project Account Key	Payment Amount
**None**	9,276.87
Grand Total:	9,276.87



# **Donations for January 2024**

\$500 FROM BORDEN FOR FROSTY 5K

\$100 FROM OSMC FOR FROSTY 5K

\$10 ANONYMOUS FOR FROSTY 5K

\$980 FROM ANONYMOUS FOR DOG PARK

\$1500 FROM RENEWAL BY ANDERSON

\$250 FROM SURF AIR WIRELESS LLC FOR FROSTY 5K

## ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 4<sup>th</sup> day of January, by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Beyond the Blonde.

### RECTALS

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.

Beyond the Blonde will provide entertainment services.

City will be hosting Rhapsody Arts and Music Festival and wishes to contract with Beyond the Blonde to provide musical entertainment.

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

1. The name of the event will be: Rhapsody Arts and Music Festival
  2. The event will take place at: Island Park, Sycamore St at Main St, Elkhart, IN 46516
  3. The date of the event will be: Saturday, June 8, 2024
  4. The time of the event will be: 10AM to 10PM with the performance from 8PM to 10PM
  5. The time of Beyond the Blonde's sound check will be mutually agreed upon and is TBD.
  6. Beyond the Blonde will provide musical entertainment for a 2 hour performance.
  7. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
  8. Beyond the Blonde will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$3,500.
- 
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. Beyond the Blonde, 15w600 Wrightwood Avenue, Elmhurst, IL 60126

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

5. 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.
6. **Entire Agreement**—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

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

**ENTERTAINER**

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



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

1-25-24

ROBERT W. EDENHOFEN OWNER

(Printed Name, Title)

**CITY OF ELKHART, INDIANA**

**By its BOARD OF PARKS AND RECREATION**

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

## **ENTERTAINMENT CONTRACT**

This contract is made as of the 17<sup>th</sup> day of January, by and between the City of Elkhart, Indiana (“City”) on behalf of the Elkhart Parks and Recreation Department and Blame Not the Bard.

### **Recitals**

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

Blame Not the Bard will provide entertainment services.

City will be hosting Rhapsody Arts and Music Festival and wishes to contract with Blame Not the Bard.

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

1. The name of the event will be: Rhapsody Arts and Music Festival
2. The event will take place at: Island Park, Main St at Sycamore St, Elkhart, IN 46516
3. The date of the event will be: Friday, June 7, 2024
4. The time of the event will be: 5PM to 10PM with the performance from 6PM to 7:30PM
5. The time of Blame Not the Bard’s sound check will be mutually agreed upon and is TBD
6. City will provide electricity, sound, production, and stage
7. City will provide hotel accommodations – 3 rooms, for Blame Not the Bard on Friday, June 7, 2024
8. Blame Not the Bard will provide musical entertainment for an hour and a half performance.
9. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
10. Blame Not the Bard will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$1,500.

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

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

2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
  - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
  - b. Blame Not the Bard, 5104 Morse Road NE, Iowa City, IA 52240.

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

5. 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.
6. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

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

**ENTERTAINER**

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

Date: 1/23/2024

Andrew Philbrick, Member

(Printed Name, Title)

**CITY OF ELKHART, INDIANA**

**By its BOARD OF PARKS AND RECREATION**

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

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

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



## ENTERTAINMENT CONTRACT

This contract is made as of the 5<sup>th</sup> day of January, by and between the City of Elkhart, Indiana (“City”) on behalf of the Elkhart Parks and Recreation Department and The Matt Kotinek Band.

### Recitals

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

The Matt Kotinek Band will provide entertainment services.

City will be hosting the Summer Chill Concert Series and wishes to contract with The Matt Kotinek Band.

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

1. The name of the event will be: Summer Chill Concert Series
2. The event will take place at: NIBCO Water and Ice Park, 301 Nibco Pkwy, Elkhart, IN 46516
3. The date of the event will be: August 16, 2024
4. The time of the event will be: 7PM to 9PM
5. The time of the Matt Kotinek Band’s sound check will be mutually agreed upon and is TBD.
6. The Matt Kotinek Band will provide musical entertainment for a 2 hour performance.
7. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
8. The Matt Kotinek Band will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$1,000

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

2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
  - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
  - b. The Matt Kotinek Band, 70490 Broderick Way, Niles, MI 49120

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

5. 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.
6. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

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

**ENTERTAINER**

SIGNATURE: *Matt Kotinek*

Date: 1/25/2024

Matt Kotinek, CEO

(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 5<sup>th</sup> day of January, by and between the City of Elkhart, Indiana ("City") on behalf of the Elkhart Parks and Recreation Department and the Q Sonics.

### Recitals

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

The Q Sonics will provide entertainment services.

City will be hosting The Summer Chill Concert Series and wishes to contract with The Q Sonics.

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

1. The name of the event will be: Summer Chill Concert Series
2. The event will take place at: NIBCO Water & Ice Park, 301 Nibco Pkwy, Elkhart, IN 46516
3. The date of the event will be: June 21, 2024
4. The time of the event will be: 7PM to 9PM
5. The Q Sonics will provide entertainment services for a 2 hour performance.
6. The time of the Q Sonic's sound check will be mutually agreed upon and is TBD.
7. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
8. The Q Sonics will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$900.

1. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such

provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.

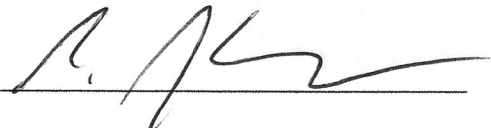
3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
  - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
  - b. The Q Sonics, 198 Gage Ave, Elkhart, IN 46516

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

5. 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.
6. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

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

**ENTERTAINER**

SIGNATURE: 

Date: 1-24-2024

Kevin J. Quarandillo

(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 5<sup>th</sup> day of January, by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and The Starving Artists.

### RECITALS

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

The Starving Artists will provide entertainment services.

City will be hosting Rhapsody Arts and Music Festival and wishes to contract with The Starving Artists.

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

1. The name of the event will be: Rhapsody Arts and Music Festival
2. The event will take place at: Island Park, Sycamore St at Main St, Elkhart, IN 46516
3. The date of the event will be: June 8, 2024
4. The time of the event will be: 10AM-10PM with the performance from 10:30AM to 11:30AM
5. The time of the Starving Artists' sound check will be mutually agreed upon and is TBD
6. The Starving Artists will provide musical entertainment for a 1 hour performance
7. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
8. The Starving Artists will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$250.

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

- a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
- b. The Starving Artists, 650 Fulton St, Elkhart, IN 46514

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

5. 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.
6. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

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

**ENTERTAINER**

SIGNATURE: Erin Leiter

Date: 1/24/24 Erin Leiter, saxophonist  
(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 4<sup>th</sup> day of January, by and between the CITY OF ELKHART, INDIANA (“City”) on behalf of the Elkhart Parks and Recreation Department and The Red Roses.

### **RECITALS**

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

The Red Roses will provide entertainment services.

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

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

1. The name of the event will be: Rhapsody Arts and Music Festival
2. The event will take place at: Island Park, Sycamore St at Main St, Elkhart, IN 46516
3. The date of the event will be: Friday, June 7, 2024
4. The time of the event will be: 5PM to 10PM with the performance from 8PM to 10PM
5. The time of The Red Roses sound check will be mutually agreed upon and is TBD.
6. The Red Roses will provide musical entertainment for a 2 hour performance.
7. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
8. City will provide all sound and lighting services as well as the performance stage.
9. The Red Roses will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$2,250.

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

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

2. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
  - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
  - b. The Red Roses, 1220 Iroquois Ave, Suite 205B, Naperville, IL 60563.Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
5. 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.
6. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

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

**ENTERTAINER**

SIGNATURE: 

Date: 1/25/2024

Thomas Hartman/Agent

(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 17<sup>th</sup> day of January, by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Together Band.

### RECITALS

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

Together Band will provide entertainment services.

City will be hosting Rhapsody Arts and Music Festival and wishes to contract with Together Band.

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

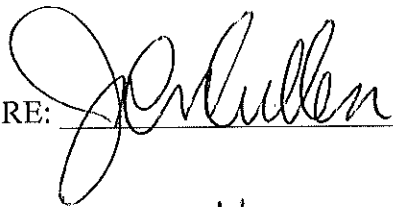
1. The name of the event will be: Rhapsody Arts and Music Festival
  2. The event will take place at: Island Park, Main St at Sycamore St, Elkhart, IN 46516
  3. The date of the event will be: Saturday, June 8, 2024
  4. The time of the event will be: 10AM-10PM with the performance from 12PM to 1:30PM
  5. The time of Together Band's sound check will be mutually agreed upon and is TBD.
  6. City will provide production, electricity, sound and a stage.
  7. Together Band will provide musical entertainment for an hour and a half performance.
  8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
  9. Together Band will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$2,700.
- 
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. Together Band and Music LLC, 3595 E. Highland St, Port Clinton, OHDelivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
5. 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.
6. 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: 11/25/24

John Cullen  
(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 9<sup>th</sup> day of January, by and between the CITY OF ELKHART, INDIANA (“City”) on behalf of the Elkhart Parks and Recreation Department and Unsupervized.

### **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.

Unsupervized will provide entertainment services.

City will be hosting the Summer Chill Concert Series and wishes to contract with Unsupervized.

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

1. The name of the event will be: Summer Chill Concert Series
  2. The event will take place at: NIBCO Water and Ice Park, 301 NIBCO Pkwy, Elkhart, IN 46516.
  3. The date of the event will be: September 20, 2024
  4. The time of the event will be: 7PM to 9PM
  5. The time of Unsupervized’s sound check will be mutually agreed upon and is TBD.
  6. Unsupervized will provide musical entertainment for a 2 hour performance.
  7. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
  8. Unsupervized will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$500.
- 
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. Unsupervised, 1701 Boardwalk St, Elkhart, IN 46514Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
5. 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.
6. 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:

Lytell \_\_\_\_\_

\_\_\_\_Mickey

Date: \_\_\_\_1/24/2024\_\_\_\_\_

Representative \_\_\_\_\_

\_\_\_\_Mickey Lytell/

(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 8<sup>th</sup> day of January, by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Party Foul.

### 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.

Party Foul will provide entertainment services.

City will be hosting Rhapsody Arts and Music Festival and wishes to contract with Party Foul.

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

1. The name of the event will be: Rhapsody Arts and Music Festival
  2. The event will take place at: Island Park, Sycamore St at Main St, Elkhart, IN 46516
  3. The date of the event will be: Saturday, June 8, 2024
  4. The time of the event will be: 10AM to 10PM with the performance from 6PM to 7:30PM
  5. The time of Party Foul's sound check will be mutually agreed upon and is TBD.
  6. Party Foul will provide musical entertainment for a 1 1/2 hour performance.
  7. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
  8. Party Foul will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$1,200.
- 
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. Party Foul, 7023 Falcon Dr, Schererville, IN 46375

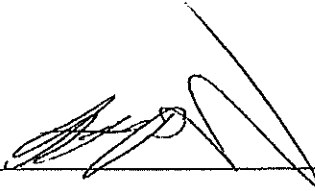
Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or

5. 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.
6. 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: \_\_\_\_\_

02/09/2024

Steven P Morris - Stogel Manager

(Printed Name, Title)

**CITY OF ELKHART, INDIANA**

**By its BOARD OF PARKS AND RECREATION**

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

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

(Printed Name, Title)



CONTRACT # 4468994

Date: 2/12/2024  
 New/Renewal: NEW  
 Account Executive: Paul Ochs  
 Phone: 260-496-8017

Phone: 260-496-8017  
 Fax:

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	809487-0
Name	CITY OF ELKHART - PARKS & RECREATION DEP
Address	1320 BENHAM AVE
City/State/Zip	ELKHART, IN 46516
Contact	
Email Address	
Phone #	
Fax #	
P.O./ Reference #	
Advertiser/Product	CITY OF ELKHART - PARKS & RECREATION DEP
Campaign	Market

## Production/Other Services

Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Poster Flex	454 Northeast Indiana - Fort Wayne	1 poster for 4/29 post date panel 3731		04/15/24	1	\$150.00	\$150.00
Total Production/Other Services Costs:							\$150.00

## Space

# of Panels: 1								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
3731 441844	454-ELKHART, IN	215 Prairie Street WS	No	Poster	10' 6" x 22' 9"		04/29/24-05/26/24	1	\$832.00	\$832.00
Total Space Costs:										\$832.00
Total Costs:										\$982.00

Special Considerations: Farmers Market Panel 3731

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer  
 (Officer/Title)  
 of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	CITY OF ELKHART - PARKS & RECREATION DEP
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Paul Ochs

GENERAL MANAGER

DATE







Phone: 260-496-8017  
Fax:

CONTRACT # 4468994

Date: 2/12/2024  
New/Renewal: NEW  
Account Executive: Paul Ochs  
Phone: 260-496-8017

### STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. Service Interruptions: If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. Entire Agreement: This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. Copy Acceptance: Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. Termination: All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.
9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.





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January 24, 2024

City of Elkhart  
Parks & Recreation  
229 S. Second Street  
Elkhart, IN 46516

Attention: Mr. Jamison Czarnecki, Superintendent

**RE: PROPOSAL FOR STRUCTURAL ENGINEERING INVESTIGATION –  
WOODLAWN NATURE CENTER BUILDING, 604 WOODLAWN AVE.,  
ELKHART, IN**

Dear Mr. Czarnecki:

Thank you for contacting Jones Petrie Rafinski (JPR) regarding the above-referenced project.

This proposal follows our 3 pm meeting on Wednesday, January 17, 2024, at the City of Elkhart Parks & Recreation conference room.

It is understood that the City of Elkhart Parks & Recreation (COE P&R), is seeking a Structural Engineer Investigation of the subject building. It is further understood that COE P&R has recently taken over ownership and maintenance of the subject building from a non-profit organization, and COE P&R is considering possible interior improvements and or modifications to the building for future use, including possible adding of office spaces or exhibit rooms for flexible building useage. The requested Structural Engineer Investigation is to assess the structural stability of the building, determine any apparent structural issues, and make general recommendations for possible structural repairs, in order for the possible interior improvements and/or modifications to be done in a structurally safe and sound building.

The requested Structural Engineer Investigation is separate from an asbestos investigation to be done by others as discussed at the above-mentioned meeting.

Among the topics discussed, it is understood that the roofing is in good condition after recent work, there is a peaked portion in the main room floorboards, and there is an apparent shallow water table evident in the basement sump pump running constantly over years.

**Services Provided:**

JPR proposes to perform a Structural Engineering Inspection of the safely accessible building exterior and interior on foot, using non-destructive testing tools including a rock hammer for



sounding and chipping, a carpenter's level for checking level plumb and straightness, a magnifying glass for checking cracks and surface disturbances, and a flashlight. Photographs of key observations would be taken. Since it is understood that the roof is in good condition, the roof would not be inspected, such as by drone imaging, etc. It is understood that the City of Elkhart Parks & Recreation would provide access to the building interior.

**Deliverables:**

Following the inspection of the building, JPR would prepare and certify a Structural Engineering Investigation Report including investigation findings, key photographs taken during the inspection, conclusions, and general recommendations.

**Estimated Base Fee(s):**

Structural Engineering Inspection	\$800.00
Structural Engineering Investigation Certified Report	\$1,850.00
<b>Total</b>	<b>\$2,650.00</b>

Services and fees quoted above do not include the following activities:

1. Out-of-Scope Services will not commence on any requested out-of-scope services unless and until the related additional service fees are approved by the client.
2. Design, permitting, utility coordination, construction inspection, or construction materials testing .

*Note: JPR is a structural engineering consultant and not a building contractor. It is recommended that COE P&R contact one or more building contractors for devising and quoting of detailed structural work related to the recommendations of the Structural Engineering Investigation Report.*

**Invoicing/Payment:** You will be invoiced upon completion of our work. Invoices are expected to be paid within 30 days of receipt unless prior arrangements have been made.

If the timeline of the services exceeds 30 days, you will be invoiced monthly on a "percent complete" basis.

Invoices may also include charges for direct expenses that we may occur on the project's behalf as part of doing our work.

**Retainer Required:** A retainer is not required for the services to begin.

**Timeline:**

Services will begin as scheduled for inspection access provided by COE P&R to the building interior after the "Authorization and Notice to Proceed" section of this Proposal letter is received by JPR following the completion of the authorization information by COE P&R. The inspection is anticipated to take around 2 hours or less.

Following the completion of the inspection the Structural Engineering Investigation Certified Report is anticipated to be provided to COE P&R by pdf email within two calendar weeks.

**Contact Info:**

The primary client contact for the party listed in the "**Authorization & Notice to Proceed**" section at the end of this document shall be:

Individual's Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Termination:**

The services discussed herein shall be terminated pursuant to the following:

Upon Completion

JPR appreciates the opportunity to provide this Proposal for Professional Services and Letter of Engagement for your consideration. If you choose to provide us with a fully executed copy of this document will confirm the engagement of JPR Corp. by you and/or the entity that you represent.

You are welcome to contact me with any questions you may have via phone at 574.215.3463 or via email at [mwilson@jpr1source.com](mailto:mwilson@jpr1source.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Mark E. Wilson". The signature is stylized with a large, looping initial "M" and a cursive-style name.

Mark E. Wilson, P.E.  
Senior Staff Engineer

**AUTHORIZATION AND NOTICE TO PROCEED**

I hereby approve the proposal provided herein and authorize JPR Corp. to proceed with the work and services discussed and included above.

Signature: \_\_\_\_\_

Printed Name & Title (If applicable): \_\_\_\_\_

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

Phone: *(if different from contact info above)* \_\_\_\_\_

Email: *(if different from contact info above)* \_\_\_\_\_



**Exhibit A**  
**JPR Corp. - Standard Terms & Conditions**  
**Page 1 of 1**

**Invoices & Payment:**

JPR shall submit invoices monthly or at project completion for services performed and expenses incurred under this Agreement. Payment is due upon Client's receipt of invoice and shall be considered past due if payment is not received within thirty (30) calendar days from date of invoice.

JPR retains the right to assess Client a finance charge of one and one-half percent (1.5%) per month, but not to exceed the maximum rate allowed by law, on invoices that are not paid within thirty (30) calendar days from date of invoice.

The Client's obligation to pay for services performed by JPR shall not be reduced due to the Client's inability to obtain financing, zoning, approval of regulatory agencies, or any other reason.

**Acceptance:**

If Client gives JPR verbal, emailed, or written notification to proceed with services outlined in this Agreement, without providing a signed copy of this Agreement, it will be considered as mutually understood that Client and JPR will be contractually bound by this Agreement, even in the absence of signed written authorization. Client's acceptance of services under this agreement will be deemed approval of the Agreement.

**Additional Services:**

Additional services requested beyond that which is specifically outlined in the Scope of Work may require additional compensation. JPR will provide the Client with a fee amendment for approval prior to performing any additional services. JPR is not responsible for project related delays that result while formal (written) approval of additional services is pending.

**Schedule:**

JPR is not responsible for any loss or damages resulting from any delays for causes outside JPR's control, including, but not limited to inclement weather, governmental or reviewing agency delays, unforeseen or undisclosed project related conditions, natural disasters, or acts of God.

**Insurance:**

JPR agrees to procure and maintain, at its expense, Commercial General liability insurance, Professional Liability insurance, and Automobile Liability insurance for claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which JPR is legally liable.

**Ownership and Use of Documents:**

The Client agrees that JPR owns all reports, documents, and work products, including all associated copyrights, produced as part of this Agreement. JPR grants to the Client a license to utilize the deliverables (plans, reports, etc.) with respect to the project at hand, but any further use of the same beyond the subject project is done so at the user's sole risk, and may be subject to copyright enforcement action.

**Professional Standard of Care:**

The standard of care for all Professional Services performed or furnished by JPR under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

Accordingly, JPR is unable to provide a guarantee, or warranty, expressed or implied, under this Agreement or otherwise, in connection with any services performed or furnished by JPR.

**Dispute Resolution:**

JPR and Client shall resolve all claims and disputes arising out of or related to this Agreement in the following manner:

1. JPR and Client agree to negotiate all disputes in good faith for a period of ten (10) days from the date of notice, prior to invoking mediation.
2. JPR and Client agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof ("Disputes") to private mediation. JPR and Client agree to participate in the mediation process in good faith.
3. If the dispute cannot be settled through negotiation or mediation, then such dispute shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then in effect. The reward rendered, if any, by the arbitrator(s) shall be final and binding and judgement may be entered upon it in accordance with the applicable law in any court having jurisdiction.

Demand for arbitration must be served in writing on the opposing party no later than one (1) year from the date of substantial completion of JPR's participation in the project.

All mediation or arbitration shall take place in the State of Indiana. Each party shall share equally the fees and expenses of the mediator or arbitrator(s) and other costs incurred by the mediator or arbitrator(s).

**Environmental Condition of Site(s)**

To the fullest extent permitted by law, the Client shall indemnify and hold harmless JPR from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release, or escape of any Hazardous Substance at, on, under or from the project site.

**Professional Design Services – WITHOUT Construction Phase Services:**

Should the Client provide Construction Phase services via either Client's representative(s) or via another consultant, design-builder, or any other 3<sup>rd</sup> party, JPR's services under this agreement shall be considered complete upon completion of the Final Design efforts, and the Client's official acceptance and/or approval of the JPR provided construction documents. (*project plans, specifications, etc.*)

Further, and if the Scope of Services associated with this Agreement does not include Construction Phase Services, such as bidding & negotiation oversight, contract administration, full or part time on-site observation/inspection to ensure compliance with Client accepted plans and specifications, review of progress payment requests, change orders, requests for information or clarification submitted by the Contractor, attendance at or administration of pre-construction or construction progress meetings, coordination with utilities, or any other construction phase services typically provided by Professional Civil Engineers and/or Architects, it is therefore understood and agreed that any/all responsibility associated with these critical functions must be assumed by others.

Accordingly, the Client therefore agrees, to the fullest extent permitted by law, to indemnify and hold harmless JPR, its officers, directors, employees and/or subconsultants against any/all claims arising out of or in any way connected to the performance of such activities, or lack thereof, by others, including the Client itself or other entities/consultants in the employ of the Client, and from any and all claims arising from modifications, clarifications, interpretations, plan revisions, redesigns, adjustments, or changes necessarily made to the Contract Documents resultant of site conditions or parameters that become apparent as part of the construction process itself, information not previously known or disclosed by any local or non-local regulatory agencies, certain design considerations not previously disclosed by the Client, availability or lack thereof of either materials or appropriately skilled labor, or any other reason not specifically associated with or directly resultant of negligence or willful misconduct on the part of JPR.

**Termination:**

The Client or JPR may terminate this Agreement, in whole or in part, by giving seven (7) days written notice if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Upon termination, JPR shall be entitled to invoice Client and receive full payment for all services and reimbursable expenses incurred through the effective date of termination. Where the method of payment is "lump sum" or "fixed fee", the final invoice will be based on the number of hours billed to the project as of the date of termination, a standard hourly rate of \$150 per hour, and incurred reimbursable expenses. An equitable adjustment shall also be made to provide for termination settlement costs, if any, JPR incurs as a result of commitments finalized prior to termination.

**Entire Agreement:**

The terms of this Agreement are final, and any and all prior written or oral agreements or understandings are superseded by this final signed written agreement. Any changes to the written agreement, the scope of services, or terms and conditions, must be made in writing and signed by both JPR and the Client.

**Severability:**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.

**Controlling Law:**

This Agreement shall be governed by the laws of the State of Indiana.



Land Surveying · Civil Engineering · Planning · Architecture · Project Funding · GIS · Environmental · Renewable Energy · Landscape Architecture

January 2, 2024

City of Elkhart  
Parks and Recreation Department  
229 S Second St,  
Elkhart, IN 46516  
Attention: Jamison Czarnecki

**RE: Proposal for Structural & Architectural Services:**

- **Willowdale Park Pavilion**  
– **Condition Assessment & Code Evaluation**

Thank you for contacting Jones Petrie Rafinski (JPR) regarding this project. We are pleased to submit this proposal for your consideration.

**PROJECT UNDERSTANDING**

It is our understanding that structural and architectural services are requested concerning the Willowdale Park Pavilion located at 1320 Olive Ave, Elkhart, IN 46514. Jamison Czarnecki (Superintendent) and Ric Powers with the Parks Department have requested these services as it relates to an evaluation of the existing building conditions. JPR will perform a structural condition assessment as a measure to ensure structural integrity of the building and safety of its occupants are maintained. We will also perform an architectural code analysis to determine whether conditions meet the minimum requirements of the Building Code. These services will be based on photos and measurements of structurally / architecturally relevant elements readily visible and made accessible as obtained by JPR's site investigation(s) and any additional information provided to JPR. We understand no existing structural plans are available for review.

**SCOPE OF WORK**

**Structural Engineering:**

JPR proposes to perform a structural condition assessment of the subject building as it pertains to the relevant structural elements. JPR performed site investigation work on December 11, 2023 and reserves the right to request additional information as well as to perform a follow-up investigation, if necessary, to complete these services. Upon obtaining all pertinent information, we will proceed with an evaluation of the findings and complete a structural condition assessment letter stamped by a professional engineer licensed in Indiana. The letter will include the findings of our investigation, an assessment of the existing structural conditions, and recommendations for remediation when determined necessary.

**Deliverables:**

- **Structural Condition Assessment Letter**

**Items within Scope:**

- Structural Investigation of Existing Structural Elements
- Structural Evaluation of Existing Structural Elements

**Architectural Code Analysis:**

JPR will perform an architectural code analysis of the existing building in accordance with the currently active 2014 Indiana Building Code. It is understood that existing as-built plans for the building are not available. JPR will conduct a site visit to document the existing building so that construction types can be confirmed, and an overall floor plan can be developed as needed for the code evaluation.

**Deliverables:**

- **Architectural Code Analysis Summary**

**Items within Scope:**

- Documentation and analysis of architectural and life safety component (excludes mechanical, electrical, and plumbing systems)

**ESTIMATED FEES**

These structural engineering services will be performed and billed based on the following estimated fees. Note that any significant changes to the scope could potentially increase the estimated fees below.

Structural Investigation Services:	\$500.00
Structural Condition Assessment Letter (Sealed):	\$1,000.00
Architectural Code Analysis	\$2,500.00
<b>Total Estimated Fees:</b>	<b>\$4,000.00</b>

Out-of-Scope Structural Services (If any):	\$160.00 per HR
--	-----------------

**SCHEDULE**

JPR anticipates the minimum timeframe required to complete this work is about (3-5) weeks after receipt of authorization to proceed, assuming all information and the client is readily available to provide input and direction as required. Note that any significant changes to the design or scope or delays in client feedback could extend this anticipated schedule.

**CLARIFICATIONS / EXCLUSIONS**

Please be advised that the services, fees, and responsibilities quoted above do not include the following: drawings; permitting; construction cost estimation; construction administration; evaluation of non-relevant elements; or any other out-of-scope services. Additional services can be provided upon request and billed at our standard hourly rates. JPR appreciates the opportunity to be of service on this project and is

prepared to begin work with the written acceptance of this agreement / proposal. This work will be billed monthly upon completion of services, and payment is due upon receipt of our invoice. Should you have any questions or comments concerning our services or charges during the work, please bring them to our attention immediately so they can be quickly addressed. Expiration of this proposal is 30 days past the listed date.

Should you have any questions or concerns, please contact me. If acceptable, please execute the authorization form of this proposal by signature where indicated below and return a copy to my attention via mail at our South Bend location or email at [jmaxson@jpr1source.com](mailto:jmaxson@jpr1source.com).

Thank you for this opportunity, and we look forward to being of service.

Sincerely,



Jordan Maxson, P.E.

### **PROPOSAL ACCEPTANCE**

(AGREEMENT & AUTHORIZATION TO PROCEED)

This proposal for structural engineering services (**Willowdale Park Pavilion – Condition Assessment & Code Evaluation**) is hereby accepted and authorization to proceed is hereby granted:

Accepted By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

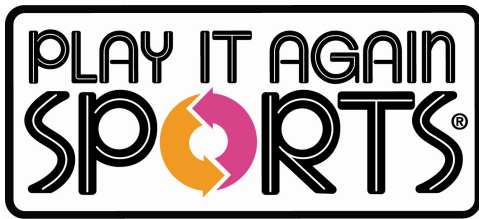
Billing Address: \_\_\_\_\_

Billing/Account Manager: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

Would you prefer your invoice by mail \_\_\_\_\_, e-mail \_\_\_\_\_ or both \_\_\_\_\_?

*The party that signs this proposal is directly responsible for all charges incurred during the course of JPR's work and this document represents the only agreement in place between JPR and its client relative to the services provided and the resultant charges.*



# QUOTE

# QT-000003

## Play It Again Sports

Indiana  
U.S.A

### Bill To

#### Goshen Parks and Rec

524 E. Jackson St.  
Goshen  
46526 Indiana  
U.S.A

Quote Date : 12 Feb 2024

Expiry Date : 12 Mar 2024

#	Item & Description	Qty	Rate	Amount
1	MVP Black Hole Pro Portable Disc Golf Baskets	9.00	125.00	1,125.00
			Sub Total	1,125.00
			<b>Total</b>	<b>\$1,125.00</b>

### Notes

Looking forward for your business.



**Status: Reservation**

Contract #: 67172-4

Reserved Date: Fri 2/ 9/2024 9:00AM

Operator: 35

Terms: On Account

Customer #: 17614

ELKHART PARKS DEPARTMENT

Phone 574-295-7275

229 S SECOND ST

ELKHART, IN 46516

**Delivery Fri 2/ 9/2024 8:00AM - 5:00PM**

MADDY GORDON 269-240-8641  
1020 McDonald St,  
ELKHART, IN 46516

**Pickup Mon 2/12/2024 9:00AM**

MADDY GORDON 269-240-8641  
1020 McDonald St,  
ELKHART, IN 46516

Qty	Ser#	Items	Agreed Return Date	Status	Each	Price
1		20' X 40' WHITE TOP FRAME TENT	Mon 2/12/2024 9:00AM	Reserved	\$800.00	\$800.00
		1day \$800.00 3dys \$800.00 1week \$1,200.00 2weeks \$1,600.00 4weeks \$2,400.00				
80		FRAME TENT CATHEDRAL SIDES BY	Mon 2/12/2024 9:00AM	Reserved	\$2.50	\$200.00
		1day \$2.50 3dys \$2.50 1week \$3.75 4weeks \$7.50				
1		80,000 BTU TENT HEATER	Mon 2/12/2024 9:00AM	Reserved	\$150.00	\$150.00
		1day \$150.00 3dys \$150.00 1week \$225.00 4weeks \$450.00				
1		100# PROPANE TANK	Mon 2/12/2024 9:00AM	Reserved	\$100.00	\$100.00

**Total for Rental \$1,250.00**

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

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

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

Rental:	\$1,250.00
Delivery Charge:	\$100.00
Subtotal:	\$1,350.00
Total:	\$1,350.00
Paid:	\$0.00
Amount Due:	\$1,350.00

Signature: \_\_\_\_\_

ELKHART PARKS DEPARTMENT

## TERMS AND CONDITIONS

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

1. **RENTAL AND TERM.** Begins on the date and time specified as "START" (TIME OUT) and terminates on the date and time specified as "END" (TIME DUE) unless amended in writing on the reverse of this contract. Rental charges commence on contractual start time of Equipment to Renter and end upon return of Equipment to Dealer's premises. Dealer may terminate Rental at any time and take possession of the Equipment in any fashion necessary to recover equipment including but not limited to removal of all barriers, barricades or locks. Renter agrees to pay on return of Equipment to Dealer's premises, all charges and costs for the use thereof Renter's right to use the Equipment terminates on the expiration and the dates set forth above unless extended in writing by the Dealer.

2. **CONDITIONS OF HIRING, INSPECTION PRIVILEGE AND WAIVER DEFECTS.** Renter accepts and hires the Equipment on an "AS IS" basis. Renter acknowledges receipt of all of the Equipment in good working condition and repair and declares that Renter fully understands its proper operation and use. Renter acknowledges and declares that Renter has examined the Equipment and all hitches, bolts, safety chains, hauling tongues, together with all the devices and materials used to connect the Equipment to Renter's towing motor vehicle, if any, and Renter declares that he has received all of such equipment in a secure and operative condition. Renter is responsible for loading and unloading the goods in and out of the Renter's vehicle. The Dealer's employees assist in loading and unloading the goods, the Renter agrees to assume the risk of, and hold the Dealer harmless for, any property damage or personal injuries, including damage or injuries attributable to the negligence of the Dealer or his employees. Renter agrees to return the Equipment to Dealer's premises upon the expiration and due date hereof in as good condition as when received by Renter, ordinary wear and tear excepted. "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (eight hours per day, five days per week) basis. Renter agrees to pay immediately all charges and costs incurred.

3. **EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Renter will immediately discontinue use of the personal property should it at anytime, following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair. Furthermore, the Renter will immediately notify the Dealer that the Equipment is unsafe or in disrepair and until such time as Dealer has regained possession the Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the Rental Equipment or product.

4. **COMPLIANCE WITH THE LAWS.** Renter acknowledges that Dealer has no control over the use of the Equipment by Renter, and Renter agrees at his sole expense, to comply with all municipality, county, state and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the Equipment while it is in the possession of and in use by the Renter. Renter shall not permit any person who is not legally qualified to use the Equipment. Dealer is not responsible for underground utilities. It is the Renter's responsibility to identify all underground lines and/or cables prior to installation.

5. **PERMITTED AREA OF USE OF EQUIPMENT.** Without Dealer's written consent, Renter shall not remove the Equipment from the state in which it is rented.

6. **RENTER'S LIABILITY FOR MISUSE OR EQUIPMENT.** Renter shall not abuse, harm or misuse the Equipment. Renter shall not permit any repairs to be made or lien to be placed upon the Equipment without Dealer's written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Renter's use and hiring of said Equipment, Renter agrees to accept all responsibility therefore and shall hold the Dealer harmless from any claims or action arising there from. Renter shall furnish the Dealer with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses. Unless otherwise specified herein, case of the loss or destruction of any part of the Equipment, or of loss of possession thereof, or inability to return the same to Dealer, on expiration and due date, for any reason whatsoever. Renter shall pay Dealer the actual replacement cost thereof, and in addition thereto Dealer's loss of use of said Equipment.

7. **RENTER'S LIABILITY FOR RETURN OF EQUIPMENT.** All equipment is accepted by Dealer subject to count and examination at Dealer's office of warehouse.

8. **DISCLAIMER OF WARRANTIES.** Dealer makes NO warranties, expressed or implied, as to the Equipment's merchantability or fitness for any particular purpose. Renter's sole remedy for any failure or defect in the Equipment shall be the termination of rental charges at the time of failure, provided the Equipment is returned to Dealer within 24 hours after such failure. Dealer shall not be responsible for any loss, damage or injury to Renter or Renter's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the Equipment.

9. **USE OF DEPOSIT, AND LIABILITY FOR LATE PAYMENT, UPON BREACH BY RENTER.** Renter acknowledges that the purpose and intent of the deposit paid by the Renter hereunder is to secure the payment of rental charges hereunder and to guarantee the full and complete performance of each of all of the terms, covenants and agreements to be performed by Renter hereunder. Renter agrees to pay a late payment penalty at the rate of ten percent (10%) per month on all delinquent accounts.

10. **INDEMNIFICATION OF DEALER BY RENTER.** Renter assumes liability for, and shall indemnify, defend and hold harmless Dealer, its agents, employees, officers, directors, successors, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs, and expenses, including attorney's fees, of whatsoever kind and nature, relating to or arising out of the use, condition including, but not limited to, latent and other defects and whether or not discoverable by Renter or Dealer, operation, ownership, selection, delivery, leasing, or return of equipment, regardless of where, how, and by whom operated, or any failure on the part of the Renter to perform or comply with the conditions of this lease. Without limiting the generality of the foregoing, Renter shall, at its own cost and expense, defend Dealer against all claims, suits or proceedings commenced by anyone in which Dealer is named as a party for which Dealer is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by Dealer, and Renter shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such action is commenced naming Dealer as a party. Dealer may, in its sole discretion, elect or defend said action on its own behalf with counsel of its choice, and Renter shall be liable for and reimburse Dealer for all costs, expenses, and attorney's fees incurred by Dealer in such defense. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease. Purpose of this clause: It is understood and agreed by the parties that the purpose of this clause is to completely shift the risk of all claims relating to arising out of the lease of the equipment to Renter hereunder. It is the intention of the parties that this clause be interpreted broadly and in favor of Dealer.

11. **TAXES.** Renter agrees to pay any and all taxes, license fees, or permit fees arising out of the hiring and use of the Equipment. Renter agrees to pay said taxes as they appear as apart of the fact of this contract or whether said taxes are later claimed by the government authority. In the event of a claim by any government authority for taxes arising out of this transaction, Renter agrees to pay the Dealer said taxes upon demand.

12. **TITLE.** Title to the Equipment is and shall remain in Dealer, if the Equipment is levied upon for any reason whatsoever, Dealer may retake the Equipment without notice or legal process, and may take all action reasonably necessary to do so.

13. **INSURANCE.** If renter has insurance covering such loss or damage, Renter shall exercise all rights available upon him under said insurance, take all action necessary to process claim, and Renter further agrees to assign said claim and pay any and all proceeds from such insurance to Dealer. Upon request to Dealer, Renter shall furnish name of his insurance agent, insurance company and complete information concerning insurance coverage carried Dealer's waiver of claims against Renter as herein set forth is contingent upon Renter's prompt making of and submission to Dealer of copy of police report.

14. **ANY AND ALL DAMAGE TO EQUIPMENT.** Renter shall be responsible for paying any and all costs of inherent damage to the Equipment obtained under this agreement. Pictures will be captured at the time renter takes possession and upon time of return to store. Renter shall be obligated to pay all sums incurred by Dealer. If any item of Equipment is damaged renter agrees to cover all cost of repairs including but not limited to,

- A. The loss or damage results from theft or conversion.
- B. The loss or damage results from overloading or exceeding the rated capacity of the Equipment
- C. The loss or damage is to motors or other electrical Equipment or a device that is caused by wrong voltage, inadequate extension cords, or artificial electrical current.
- D. The loss or damage is caused by infidelity of Renter, his employees, or persons to whom the Equipment is entrusted.
- E. The use of the Equipment is in violation of any of the terms of the agreement or applicable law.
- F. The loss or damage to tires and tubes caused by blowout, bruises, cuts, road hazards, or other causes inherent in the use of equipment.
- G. The loss or damage resulting from lack of lubrication or other normal services of Equipment.
- H. The loss or damage caused by objects falling on equipment or physical damage to any part of the equipment caused by abuse or neglect.

15. **CONDITION OF RETURN.** Renter agrees to return equipment in the same condition as it was received including but not limited to fuel replenished to same, rinsed clean of all dirt mud or debris from the use of said equipment Including trailers when applicable. All fuel and or cleaning charges will apply at end of rental upon inspection by Michiana Rental employees. Cleaning charges will be minimum of \$100, Fuel charges will be charged accordingly at \$10 per gallon.. All charges will be collected therein by close of contract and will be billed to current payment method at that time.

## Official Signature Page

### Agreement to Terms

### E-Signature Authorization

I agree that my electronic signature as represented here is legally binding. I herewith represent and attest that all contracts and documents submitted using my electronic signature have been signed by me. I understand that I am legally bound, obligated, and responsible by use of my electronic signature as much as I would be by my handwritten signature. I certify that my electronic signature is for my own use, that I will keep it confidential, and that I have not delegated it or shared it with any individual. I agree to the electronic storage of this record and understand that viewing it requires a computer with access to the internet and a modern web browser. I understand that if I withdraw my consent to the electronic storage of this record and wish to obtain a paper copy, I must request one in person and may be charged a fee.

By entering my electronic signature using the provided interface, I declare that:

1. I have read and understand this contract.
2. I am or I am authorized to sign the contract on behalf of, the lessee.
3. I agree to be bound by the terms and conditions of the contract.
4. I understand that Point of Rental provides this e-signature service as a convenience and is not a party to the contract.

### Signature

 Point of Rental Accepted E-Signature

**ELKHART PARKS DEPARTMENT**

Identified By MADDY.GORDON@COEI.ORG

From 72.2.146.20

On 01/31/2024 10:14 AM



City of Elkhart

**City of Elkhart Board of Works**

**City of Elkhart Board of Parks & Recreation**

**2024 Use and Event Permit Application**

*PERMIT APPLICATION PROCEDURES and REGULATIONS*

Questions

Board of Works

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

Parks

[ElkhartCityParksPermits@coei.org](mailto:ElkhartCityParksPermits@coei.org)

**USE AND EVENT PERMITS**

**SPECIAL SERVICES**

**229 SOUTH 2<sup>ND</sup> STREET, ELKHART, IN. 46516**

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## **USAGE PERMIT GENERAL DEFINITIONS**

**"EPRB":** City of Elkhart Park & Recreation Board

**"BOW":** Board of Public Works

**Participant:** Any individual who is identified by the Permittee, including but not limited to, a competitor, contestant, performer, exhibitor, invited guest, ticket holder, registrant, sponsor, and a participant entity's employees, agents, and volunteers who are present at the event, and the Permittee and his/her/its employees, agents, and volunteers present at the event.

**Permittee:** Any member of the public who has been issued a permit pursuant to the Regulations, or any person authorized by such permit to conduct permitted activities.

**Route Map:** For all Walks, Runs, and Races/Timed events Permittees are required to create a detailed map showing the location for the proposed route for their event along with the Site Map. This should include all streets and parkways that the route will be using on the event date.

NOTE: Modifications may be made or required by the BOW.

**Site Map:** A detailed map showing the locations, dimensions, and route of the event. The Site Map must clearly show the location of the Start/Finish area, the portable toilet, sound systems, and vendor locations, etc. for the event. The Site Map is a required attachment for the online or printable Use & Event Permit Application. (For Walks, Runs, and Races a Route Map is required in addition to the Site Map)

**Venue:** Any City/"EPRB" property available for use by a Member of the Public through a permit issued by the City/"EPRB" including pathways and park roads.

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# City of Elkhart Board of Public Works and City of Elkhart Board of Parks & Recreation

*PERMIT APPLICATION PROCEDURES, REGULATIONS AND GUIDELINES*

*"City Sponsored Events" are defined as events that the City is hosting and/or involved in its organization.*

## PROCEDURES

1. Applicants should pick a specific Venue and date for the event. Applicants are encouraged to choose an alternative Venue and/or date in the event an applicant's first choice is not available.
2. All permit applications must be reviewed by the City of Elkhart Board of Works (hereinafter "BOW") and/or the City of Elkhart Park & Recreation Board (hereinafter "EPRB"). Parks permit requests require both the "EPRB" and "BOW" approval.
3. **Incomplete applications will not be considered. All items in the application require a response.** All proposed activities and events are subject to the approval of the "BOW." If you have questions, please e-mail [elkhartcityparkspermits@coei.org](mailto:elkhartcityparkspermits@coei.org) or [Nancy.Wilson@coei.org](mailto:Nancy.Wilson@coei.org).
4. To be placed on the Park Board Agenda, applications must be received no later than the 1st of the month, two months before the event.  
We REQUIRE sixty days (2 months) prior to submission of applications.

## SEE CHART FOR APPLICATION SUBMISSION DEADLINE AND PARK BOARD MEETING DATE

Event Month (Month Event to Take Place)	Application Deadline (On or Before 1 <sup>st</sup> of month)	Park Board Meeting Date (Requestor <b>MUST Be Present</b> )
April	February 1	February 20
May	March 1	March 19
June	April 1	April 16
July	May 1	May 21
August	June 1	June 18
September	July 1	July 16
October	August 1	August 20
November	September 1	September 17
December	October 1	October 15
January	November 1	November 19
February	December 1	December 17
March	January 1	January 21

*This process will give all persons involved time to submit all proper documentation and receive all required associated permits.*



## 5. Board Meetings

**Board of Works** meetings are held each first and third Tuesday of the month (unless otherwise posted). All permit applications are subject to review and approval of the "BOW."

**Park Board** meetings are held each **third** Tuesday of each month (unless otherwise posted). All applications are subject to review and approval from the "EPRD" and "BOW."

## 6. Applications- Where to obtain/submit

1. Online at the City website ([www.elkhartindiana.org](http://www.elkhartindiana.org)) and the "EPRB" website ([www.elkhartindiana.org/parks](http://www.elkhartindiana.org/parks)) or
  2. Municipal City Offices (3<sup>rd</sup> floor Board of Works) 229 South 2<sup>nd</sup> Street, Elkhart, IN 46516 or the "EPRB" Office, 229 South 2<sup>nd</sup> Street, Elkhart, IN 46516.
  3. Submittal of the Use & Event Permit Application found online may be brought in person or sent via e-mail to Nancy.Wilson@coei.org (Nancy Wilson) or to the "EPRB" Office (229 S. 2<sup>nd</sup> St., Elkhart, IN 46516).
  4. Submittal of a Use & Event application does not grant a permit or confirmation to conduct the event.
  5. **The City of Elkhart and the "EPRB" are not responsible for any inconveniences caused by any advertising done before an Event Permit is granted.**
7. The "BOW" reserves the right to require additional information/documentation. Failure to submit requested information or documentation 30 days prior to the Use & Event Permit date may be cause for denial of the Use & Event Permit.
8. The "EPRB" does not allow the use of Park Property for private use. i.e., golf cars, bleachers, tables and chairs, stages, risers, stanchions, or any other park amenity. These items are exclusive to City Organized Events only.
9. Applicants are required to submit a "Certificate of Insurance" in the amount of \$1,000,000 for bodily injury-\$300,000 property damage with the CITY OF ELKHART and/or the CITY OF ELKHART PARK AND RECREATION DEPARTMENT as an additional insured for the event and date(s) of all preparation for such event occurring on City/"EPRB" property. Applicants assume all responsibility for and hereby agree to indemnify and hold harmless the City/"EPRB" against any losses, damages, liabilities, action suits, proceedings, costs, or expenses that the City, the "EPRB", or any third party may incur or sustain or for which it may become liable (including but not limited to, personal and bodily injury to, or death of, persons or damage to property) resulting or arising from the permitted event. The obligation to indemnify and hold harmless the City/"EPRB" will survive the termination or expiration of the Permit. This certification is not required at the initial time of application, however, the applicant must submit the certification 30 business days prior to the date of the event. A Use & Event permit will not be issued if the Certificate of Insurance has not been received.

In order to cover the potential liability associated with "high risk" events, the "BOW" may require a policy limit of \$5,000,000 General Aggregate and Per Occurrence outlined by Indiana Code Title 34. Article 13. Chapter 3 as the City's maximum exposure. "High Risk" events may include events with bounce houses, stages, or alcohol. The "BOW" may waive the insurance requirement, when requested by Applicants, for events that may be considered First Amendment Activities.

10. Applicants must secure and submit to the "BOW" any and all amendments to the original application 30 days before the event date.
11. A Use & Event Permit will be issued upon receipt of all required/requested documents applicable to City, State, and/or Federal agencies, approval by the relevant board(s), and full payment. Separate payments may be required for the Parks Department and the Board of Works.
12. All event guests, registrants, and exhibitors are subject to and must abide by all codes, rules, regulations, ordinances, statutes, and laws of the "BOW," "EPRB," the City of Elkhart, Elkhart County, the State of Indiana, and the United States of America.

#### **AMENITIES**

- ❖ **The City of Elkhart, "EPRB," or the "BOW" do NOT provide amenities such as portable toilets, sound systems, stages, tables, chairs, tents, or canopies. Fencing, barricades, or other equipment may be available on a first-come, first-served basis. Additional fees may apply in some circumstances.**
- ❖ Amenities and event features are provided at the sole expense and risk of the Permittee.
- ❖ Costs incurred in acquiring necessary permits, certifications, plans, insurance, and all other documentation, as required by the "EPRB," the City of Elkhart, and the State of Indiana, are at the sole expense and risk of the Permittee.
- ❖ All amenities must be removed at the end of the scheduled event.
- ❖ The City of Elkhart, "BOW," and the "EPRB" are not responsible for broken, damaged, or stolen property during an event. All such risks are Permittee-born by the Permittee.

#### **ASSIGNMENT AND PERMIT INSPECTION**

- ❖ Permit Applications and Permits are not assignable and are non-transferable.
- ❖ A Use & Event Permit copy must be present on-site for inspection.

#### **AVAILABILITY**

- ❖ Based on availability and on a first-come, first-served basis.

#### **BARRICADES**

- ❖ Applicants must obtain approval from the "BOW" for the use of any barricades during an event.
- ❖ The Public Safety Committee must authorize barricades for events involving road closures.

#### **CANCELLATION and INCLEMENT WEATHER**

- ❖ All cancellations must be submitted in writing to the "BOW" (229 South 2<sup>nd</sup> Street, Elkhart, IN 46516 or [Nancy.Wilson@coei.org](mailto:Nancy.Wilson@coei.org)).

- ❖ All fees are non-refundable and non-transferable unless "BOW" determines otherwise.
- ❖ No rain dates will be issued. Refunds will not be granted for inclement weather unless the event was canceled by the "EPRB" or the "BOW."

## **EMERGENCY ACTION PLAN**

### **PURPOSE**

- 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 handled by the Permittee, organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those needed during an emergency.
- B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards for this event. These hazards include but are not limited to Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.

### **Basic Plan**

- A. The emergency action plan event representative will be identified as the point of contact for all communications regarding the event. This person is identified as the primary contact:  
 first/lastname:  
 Contact full name:  
 Contact cell number:

## **EVENT HOURS**

- ❖ Events are restricted to public use hours for City or "EPRB" property as determined by City Ordinances.

## **FEES AND FEE DEADLINES**

- ❖ All applicable fees will be due no later than five business days after final "BOW"/" EPRB approval.
  - The permit will be provided at that time.
- ❖ See the current fee schedule for more information.

## **FIRE PROHIBITION**

- ❖ Unless expressly provided in a permit and subject to State of Indiana Laws, open fires of any nature are not permitted on "EPRB" property.
- ❖ § 96.28 FIRES.
  - (A) No person shall kindle, build, maintain or use a fire except in fireplaces provided for the purpose or under a special permit.
  - (B) Any fire shall be continuously under the care and direction of a competent person over 18 years of age from the time it is kindled until it is extinguished, and no fire shall be built within 10 feet of any tree or building or beneath the branches of any trees or in any underbrush. No person shall throw away or discard any lighted match, cigar, or cigarette in any park or park street.

(1979 Code, § 96.25) (Ord. 3215, passed 6-16-1980)

- ❖ IDEM 626 IAC 4-1 IC 13-17-9
  - According to state law, these rules **MUST ALWAYS** be followed:
    - Only clean wood products may be burned. Wood products coated with stain, paint, glue, or other coatings are not safe to burn.
    - Burning must be done during safe weather conditions, not during high winds, pollution alert days, or ozone alert days.
    - Fires must be attended to until completely extinguished.
    - Burning must be done during daylight hours and extinguished prior to sunset.
    - Fire Fighting equipment adequate for the size of the fire must be nearby.
    - Material may **ONLY** be burned in a noncombustible and ventilated container, such as a metal drum with enclosed sides and bottom. **BURNING ON THE GROUND IS ILLEGAL.**
    - Open burning is not allowed in mobile home parks, apartment or condominium complexes, or buildings of more than four dwelling units.
    - Fires **MUST BE EXTINGUISHED** if they create a fire hazard, nuisance, pollution problem, or threat to public health.
    - Burning **MUST COMPLY** with all other federal, state, and local laws, rules, and ordinances.

## INFLATABLES

- ❖ Where inflatables are permitted, additional insurance may be required by the responsible vendor.
- ❖ Inflatables must be weighted down.
- ❖ Inflatables are only permitted in Park Properties if the inflatables belong to and are set up by a business on the list of Companies Authorized to Provide Inflatables within City Parks. Any business may inquire with the Parks Department regarding the requirements to appear on the approved list.

## NOISE-AMPLIFIED SOUND

- ❖ Subject to the provisions of the noise ordinance, amplified sound is not permitted in parks without a permit. Permits shall limit the use of amplified sound between 8:00 am and 10:00 pm unless expressly authorized by the "BOW".
- ❖ Amplified sound must be directed away from residences and must comply with the City of Elkhart regulations.
- ❖ The proposed location of the sound system, the direction of the sound, and the location of all speakers must be identified on the Site Map.

## PARKS AND RECREATION EVENT REGULATIONS

- ❖ Permittee are **not permitted** to sell merchandise without a permit to sell merchandise
- ❖ Permittee are **not permitted** to fundraise on "EPRB" property without a permit to fundraise.
- ❖ Permittee **must adhere to and promote** to attendees the proper rules that govern Park property.
  - NO SMOKING on City of Elkhart or "EPRB" property is allowed.
  - NO CONSUMING of ALCOHOL on City of Elkhart or "EPRB" property is allowed.

- ❖ Permittees assume the risk of any and all costs and expenses incurred promoting and marketing events.
- ❖ **Event set up and tear down must be within the requested hours for Park usage. Portable toilets must be removed as soon as possible (48-hour maximum time limit)**

## **PORTABLE TOILETS**

- ❖ All portable toilets must be identified on the approved Site Map designating all locations prior to delivery.
- ❖ ADA-accessible toilet(s) are required by law.
- ❖ At least one centrally placed ADA portable toilet must be accessible for public events.
- ❖ Hand washing stations are also required.

### **The following also applies to Portable Toilets at Sites and Facilities:**

- **R212.3 Public Toilet Facilities.** Public toilet facilities shall comply with sections 206.2.4 and 603 of Appendix D to 36 CFR part 1191. At least one fixture of each type provided shall comply with sections 604 through 610 of Appendix D to 36 CFR part 1191. Where multiple single-user public toilet facilities are clustered at a single location, at least 5 percent, but no less than one, of single-user toilets at each cluster, shall comply with R212.3 and shall be identified by the International Symbol of Accessibility complying with R411.

## **PROPERTY RIGHTS**

- ❖ The Use & Event Permit does not grant the Permittee with any property rights to City/" EPRD" property.
- ❖ The Use & Event Permit does not grant the Permittee the right to restrict access and use to member of the general public on City/" EPRD" property.

## **PUBLIC ASSEMBLY PERMIT**

- ❖ When groups over 25 are assembled in an open space, a public assembly permit is required.
  - Exceptions would include Park Pavilions and other such building structures.
  - When requested, a permit fee for purposes of public assembly may be waived by the "BOW."

## **SECURITY**

- ❖ The need for security during the event is at the sole expense of the Permittee.
- ❖ Applicants should clearly state what security service is needed at the event (for example, Road Closure, Risk Assessment, etc.).
- ❖ The "BOW" will make the final determination.

## SIGNAGE

- ❖ Fastening, stapling, or attaching any rope, sign, banner, flyer, or other objects to City/"EPRB" property, including but not limited to any tree, shrub, or park feature (including existing City/Parksigns) without approval expressly provided in a "BOW"/"EPRB" permit is strictly prohibited.
- ❖ All signage must be removed from City/"EPRB" property at the conclusion of the event. Any signs left on City/"EPRB" property after the event will be subject to disposal and/or additional clean-up fees and fines.

The use of spray chalk or paint is not permitted on City/"EPRB" property and any damage resulting from such use will result in additional fees to repair the damage.

## STAGES/PLATFORMS

- ❖ The Permittee must provide any stage or platform.
- ❖ Stages must meet the required specifications for wind, weight, etc.
- ❖ Outdoor Festival and Fair stages must follow Indiana Building and Fire State Codes
  - Reference website [www.in.gov/dhs/2376.htm](http://www.in.gov/dhs/2376.htm).

## STREET CLOSURE AND SPECIAL USE

- ❖ Any Applicant can request a street closure through the permit process.
- ❖ All street closings or park drive closings will only be considered in accordance with the rules, regulations, and procedures for all Use & Event permits.

## TENTS AND CANOPIES

- ❖ Permit Center Information
  - All tents and canopies require a Tent/Canopy **Zoning Clearance**, and some may also require a Building Permit.
  - Any tent over 400 square feet (20 ft. X 20 ft.) would require a permit from the City and an inspection by the Elkhart City Fire Department. Refer to Indiana Fire Code 3103.2
  - The Zoning Clearance fee is \$50 and the Building Permit fee (if required) is \$40.
  - To obtain a Tent/Canopy Permit Application, please go to the Permit Center, located at 229 S. 2<sup>nd</sup> Street, Elkhart, IN 46516 (1<sup>st</sup> floor) (574)296-9331
- ❖ In locations where staking of tents or canopies is necessary, the Permittee is responsible for calling 811 to locate any underground utilities.
- ❖ All tents and/or canopies must be clearly identified on the Site Map with each tent's location, size, and dimensions.
- ❖ The Permittee is liable for any and all damage caused to City/"EPRB" property/facility and must obtain approval from the "BOW" prior to installation.
- ❖ The City of Elkhart and the "BOW" may require a conditional use permit based on the size of the tent or canopy.

## TRASH/RECYCLING/CLEAN-UP

- ❖ All Permittees are **ENCOURAGED** to recycle all recyclable waste and provide attendees with a recycling container.
- ❖ All Permittees are required to leave the space clean and free of trash and debris.
- ❖ Permittees may request additional waste receptacles if they feel the necessity.

## VEHICLES

- ❖ Unless expressly provided in a permit, no vehicles are permitted on City/"EPRB" property not designated as a roadway or parking lot.
- ❖ This prohibition shall not apply to the use of motorized wheelchairs and scooters.
- ❖ Any vehicle pass provided by the Permittee must be clearly displayed on the dashboard of each vehicle in the designated area.
- ❖ Any vehicles not properly displaying the appropriate vehicle pass are not permitted and may result in the issuance of a warning and/or citation and/or being towed from City/"EPRB" property.

Questions concerning permits from the Board of Works may be directed to Nancy Wilson at 574-294-5471-ext. 1055 or 574-322-4480.

E-mail: [Nancy.Wilson@coei.org](mailto:Nancy.Wilson@coei.org)

Questions concerning permits from the Parks may be directed to 574-295-7275.

E-mail: [ElkhartCityParksPermits@coei.org](mailto:ElkhartCityParksPermits@coei.org)



# ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

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

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

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

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

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

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

OFFICE USE: DATE/VENUE AVAILABLE

☐ No ☐ Yes

## APPLICANT INFORMATION

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

NAME OF PERMITTEE \_\_\_\_\_

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

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

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

CITY \_\_\_\_\_

STATE \_\_\_\_\_

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

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

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

FAX \_\_\_\_\_

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

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

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

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

PERMITTEE: Are you organizing this event on behalf of another organization?

(Please check No or Yes Below)

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

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

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

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

CITY \_\_\_\_\_

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

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

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

(Please check No or Yes below.)

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

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

(Please check No or Yes below.)

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

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



## EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time:

Finish Time:

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

SET-UP TIME(S)

TEAR-DOWN

From: To:

From: To:

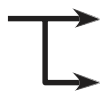
EXPECTED NUMBER OF PARTICIPANTS:

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

2023 NUMBER OF PARTICIPANTS:

2022 NUMBER OF PARTICIPANTS:

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

☐ No☐ Yes

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

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

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

## EVENT DESCRIPTION

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

☐ Walk/Run

☐ Cultural Event

☐ Other event, please describe:

☐ Art Fair/Festival

☐ Public Rally/March

☐ Concert/Performance

☐ Bike Ride

☐ Service

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Brief Description of Event:

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

## EVENT LOGISTICS

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

### FOOD AND ALCOHOLIC BEVERAGES: **No Food or Alcoholic Beverages may be sold on Park Property without a Permit**

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

(Please check the appropriate response.)

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

Are you requesting permission to serve and/or sample non-alcoholic beverages?

(Please check the appropriate response.)

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

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

(Please check the appropriate response.)

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

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

IF YES, please describe:

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


## TENTS AND CANOPIES

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

### Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐ No ☐ Yes  Number of Tents/Canopies: \_\_\_\_\_

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

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


The following is required for tents over 400 square feet (20 ft. X 20 ft.): Require inspections by the Elkhart City Fire Department. Refer to Indiana Fire Code 3103.2

Utilities must be marked. Call 811 for Utilities to mark the tent area. **Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-296-9331**

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


## VEHICLES

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

☐ No ☐ Yes  Number of Vehicles: \_\_\_\_\_

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

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

☐ No ☐ Yes  Number of Vehicles: \_\_\_\_\_

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


## STAGES/PLATFORMS

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

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

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

**\*May require additional insurance.**

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

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

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

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

Stage Specs will be required.

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

## PORTABLE TOILETS

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

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

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

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

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

## FENCING

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

(Please check No or Yes below.)

☐ No ☐ Yes  Description: \_\_\_\_\_

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

## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

Will the event require Emergency Support Services?

(Please check No or Yes below.)

☐ No ☐ Yes  \_\_\_\_\_

Number of Emergency Management Staff Requested

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

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

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

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

## FIRE DEPARTMENT

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

☐ No ☐ Yes →

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

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

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

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

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

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

**Additional fees may apply.**

### WASTE RECEPTACLES

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

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

☐ No ☐ Yes →

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

(Please check No or Yes below.)

☐ No ☐ Yes →

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

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☐ No ☐ Yes →

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

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

City Departments Only may request the use of these items.

## POLICE DEPARTMENT

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

☐ No ☐ Yes 

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

Additional Information May Be Required.

## STREET DEPARTMENT

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

☐ No ☐ Yes 

Street Closing: \_\_\_\_\_  
Please mark all that may apply:

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

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

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

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

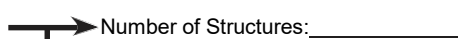
Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

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

These streets should be closed from \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM.

## OTHER STRUCTURES

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

☐ No ☐ Yes 

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

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

## BOARD OF WORKS PERMITS

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

Water:

- ☐ Yes  
☐ No

Electric:

- ☐ Yes  
☐ No

Plaza Sign:

- ☐ Yes  
☐ No

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

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 Permittee?

(Please check No or Yes below.)

☐ No ☐ Yes  Reason: \_\_\_\_\_

Parade and Special Exception to Noise Ordinance:

- ☐ Yes  
☐ No

Public Assembly and Special Exception to Noise Ordinance:

- ☐ Yes  
☐ No

Special Exception to Noise Ordinance:

- ☐ Yes  
☐ No

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

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

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## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

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

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

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

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## EVENT MAPS

### SITE MAP (Required for all Applicants)

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

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

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

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

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## ELKHART COUNTY HEALTH DEPARTMENT

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

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

Have you?

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

Certificates of Insurance should include the following under additionally insured:

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

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

Submit your completed application to:

For Parks:

For Board of Works:

City of Elkhart Parks & Recreation Board  
Use & Event Permitting  
229 South 2<sup>nd</sup> Street  
Elkhart, IN 46516  
Phone (574) 295-7275  
Email:elkhartcityparkspermits@coei.org

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



## INDEMNIFICATION, WAIVER AND RELEASE

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

## APPLICANT SIGNATURE

I have read the terms and conditions outlined in this document and the City of Elkhart Code of Ordinances and agree to abide by them.

Unless expressly provided for in the permit, Use & Event Permits do not grant the Permittee 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 EPRB final approval.

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

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

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

\_\_\_\_\_  
DATE

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

Date \_\_\_\_\_

**APPROVED: BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
President

Date \_\_\_\_\_

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

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

Date \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“Agreement”) is made as of the 1<sup>st</sup> day of February 2024 by and between the CITY OF ELKHART, INDIANA (“City”) on behalf of the Elkhart Parks and Recreation Department and ULEAD.

### 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.

Dwight Weber has been coaching since 2020, building off decades of experienced executive leadership. His coaching certifications are from Gravitational Leadership, Forge America, and Thrive United of Crossroads United Way, and he is in the final stage of becoming a certified coach with the International Coaching Federation (ICF).

Mr. Weber will provide executive coaching to Operations and Facilities Manager Nickolas Cron. As a part of the Executive Coaching, they will focus on developing a better understanding of his leadership profile by working through the TrueWiring Leadership Assessment, which consists of the following tools: The DiSC (DISC<sup>w</sup>), Emotional Intelligence Inventory (EQ<sup>w</sup>), Conflict Profile (CP<sup>w</sup>), Motivators Inventory (M<sup>w</sup>). He will also provide coaching through the everyday tribulations of leadership.

City and Dwight Weber 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. Coaching will be for 8 coaching sessions at \$75 per 1-hour session for \$600.00 in addition to the TrueWiring Assessment profile at \$195 for a total of \$795.00.

2. 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.
3. 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.
4. 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.
5. 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.  
Dwight Weber, 1012 Strong Ave. Elkhart, IN 46514
6. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
7. 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.
8. Entire Agreement—This Agreement constitutes the final agreement between City and Dwight Weber. 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)



# ELKHART BOARD OF WORKS 2023 USE & EVENT PERMIT APPLICATION

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

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

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: Community Easter Egg Hunt DATE(S) REQUESTED March 30<sup>th</sup> 2024  
LOCATION/VENUE REQUESTED Walker Park 3419 E. Bristol St. Elkhart, IN  
LOCATION/VENUE 2<sup>ND</sup> CHOICE REQUESTED NA

OFFICE USE: DATE/VENUE AVAILABLE

☐ No ☐ Yes

## APPLICANT INFORMATION

NAME OF APPLICANT Christy Matthews

NAME OF EVENT ORGANIZER/PRODUCER

Christy Matthews

PRODUCTION COMPANY/ORGANIZATION

Just Cause SDC Inc.

STREET ADDRESS

[REDACTED]

APT/UNIT/SUITE

CITY

[REDACTED]

STATE

[REDACTED]

ZIP CODE

[REDACTED]

E-MAIL ADDRESS

[REDACTED]

DAY TIME PHONE

[REDACTED]

FAX

CELL PHONE

[REDACTED]

EVENT DAY ON-SITE CONTACT \* REQUIRED

Christy Matthews

DAYTIME PHONE

[REDACTED]

CELL PHONE

[REDACTED]

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

☒ No

☐ Yes

Name of Organization: \_\_\_\_\_

NAME OF SPONSORING ORGANIZATION CONTACT

SPONSORING ORG. CONTACT PHONE

ADDRESS OF SPONSORING ORGANIZATION

CITY

ZIP CODE

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

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

(Please check No or Yes below.)

☐ No

☒ Yes

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

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

(Please check No or Yes below.)

☒ No

☐ Yes

Please attach current verification of ST-105 status

FEDERAL TAX ID #

## EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time: 11am

Finish Time: 12pm

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

SET-UP TIME(S)

From: 10am To:

TEAR-DOWN

From: 12:30pm To:

EXPECTED NUMBER OF PARTICIPANTS:

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

2022 NUMBER OF PARTICIPANTS:

2021 NUMBER OF PARTICIPANTS:

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

(Please check No or Yes below.)

☐ No

☒ Yes

Event Name:

Community Easter Egg Hunt

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

Community Easter Egg Hunt

☐ Concert/Performance

☐ Bike Ride

☐ Service

Brief Description of Event:

3K plastic egg hunt

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

PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed



## EVENT LOGISTICS

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

### FOOD AND ALCOHOLIC BEVERAGES:

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

(Please check the appropriate response.)



No



Yes, to the participants only



Yes, to the general public

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

If applicable



Name of Caterer/Vendor:

NA

IF YES, please describe:

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

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

### TENTS AND CANOPIES

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

#### Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)



No



Yes



Number of Tents/Canopies:

NA

Tent/Canopy Size(s):

NA

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

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

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

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

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

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

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

### VEHICLES

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



No



Yes



Number of Vehicles:

NA

Vehicle Description(s):

NA

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



No



Yes



Number of Vehicles:

public parking

Vehicle Description(s):

## STAGES/PLATFORMS

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

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

*\*May require additional insurance.*

☒ No ☐ Yes → Number of Stage(s): NA

Stage Description(s): NA

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

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

Stage Specs will be required.

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

## PORTABLE TOILETS

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

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

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

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

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

## FENCING

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

☒ No ☐ Yes → Description: NA

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 → NA

Number of Emergency Management Staff Requested

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

Total Cost \$ 0

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:

\_\_\_\_\_ N/A \_\_\_\_\_

- ☐ 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.

\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_

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 0 Other N/A  
☐ Snow Fencing Number of Feet Requested 0 Other \_\_\_\_\_

Additional fees may apply.

### WASTE RECEPTACLES

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

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

☒ No ☐ Yes → \_\_\_\_\_ N/A \_\_\_\_\_

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 → \_\_\_\_\_ N/A \_\_\_\_\_

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 → \_\_\_\_\_ N/A \_\_\_\_\_

- ☐ 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 →

na

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

N/A

Additional Information May Be Required.

## STREET DEPARTMENT

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

☒ No ☐ Yes →

Street Name

N/A

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:

0

Description(s):

N/A

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:

N/A

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:

children may yell

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)

N/A

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

N/A



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## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

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

### BASIC PLAN

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

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

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

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## EVENT MAPS

### SITE MAP (Required for all Applicants)

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

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

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

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

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## ELKHART COUNTY HEALTH DEPARTMENT

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

## INDEMNIFICATION, WAIVER AND RELEASE

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

## APPLICANT SIGNATURE

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

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

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

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

Christy Matthews

PRINTED NAME OF APPLICANT

Christy Matthews

SIGNATURE OF APPLICANT

1/22/24  
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 \_\_\_\_\_



Bring your  
own  
basket/bag

Rainy Day  
Reschedule  
March 31st  
11 am

JUST CAUSE JDC

# Community EASTER EGG HUNT

MARCH 30TH, 2024

TIME 11AM

TILL GONE

WALKER PARK, 3419 E BRISTOL ST,  
ELKHART IN 46514

Prizes

5k Eggs

McDonald's

Walmart

5Below

Candy

Holiday

Roblox

Crumbl  
Cookie

Jokes on



# ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

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

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

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

EVENT NAME: 1st Fridays Community Fest DATE(S) REQUESTED 05/03, 06/07, 07/05, 08/02, 09/06 all 2024  
LOCATION/VENUE REQUESTED Ullery Park  
LOCATION/VENUE 2<sup>ND</sup> CHOICE REQUESTED Roosevelt Park  
OFFICE USE: DATE/VENUE AVAILABLE ☐ No ☐ Yes

## APPLICANT INFORMATION

NAME OF APPLICANT Ashley Spencer

NAME OF PERMITTEE  
Ashley Spencer

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

STREET ADDRESS <u>58075 Benham Ave</u>		APT/UNIT/SUITE _____
CITY <u>Elkhart</u>	STATE <u>IN</u>	ZIP CODE <u>46517</u>

E-MAIL ADDRESS  
denspencerboyz05@gmail.com

DAYTIME PHONE <u>574-621-2888</u>	FAX _____	CELL PHONE <u>574-621-2888</u>
EVENT DAY ON-SITE CONTACT * REQUIRED <u>Ashley Spencer</u>	DAYTIME PHONE <u>574-621-2888</u>	CELL PHONE <u>same</u>

PERMITTEE: Are you organizing this event on behalf of another organization?  
(Please check No or Yes Below)

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

NAME OF SPONSORING ORGANIZATION CONTACT _____		SPONSORING ORG. CONTACT PHONE _____
ADDRESS OF SPONSORING ORGANIZATION _____	CITY _____	ZIP CODE _____

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

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

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

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

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

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

## EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time: 5PM

Finish Time: 10PM

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

SET-UP TIME(S) From: 8am To: 4PM	TEAR-DOWN From: 10pm To: 11pm
EXPECTED NUMBER OF PARTICIPANTS: 125	
If the event is reoccurring, please submit the past number of participants below.	
2023 NUMBER OF PARTICIPANTS: 200	2022 NUMBER OF PARTICIPANTS: n/a

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

☐ No☒ Yes

Event Name: 1st Fridays Community Fest

Location: Ullery Park

Date: 07/03/2023

## 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

Community Event and Vendor/Pop Up

☐ Concert/Performance

☐ Bike Ride

☐ Service

Brief Description of Event:

This is a community event where we give back to our community for there support of small businesses and a pop up/ vendor event for small business to showcase their product, market, and network.

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



## EVENT LOGISTICS

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

### FOOD AND ALCOHOLIC BEVERAGES: No Food or Alcoholic Beverages may be sold on Park Property without a Permit

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

(Please check the appropriate response.)

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

Are you requesting permission to serve and/or sample non-alcoholic beverages?


(Please check the appropriate response.)

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

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

(Please check the appropriate response.)

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

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

IF YES, please describe:

Food vendors, trucks, and trailers are welcomed to be vendors.

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


## TENTS AND CANOPIES

If you plan to erect tents or canopies, describe and give the number of tents and/or canopies, along with the sizes of each. A separate sheet with this information may be attached. All tents and/or canopies must be indicated on the Site Map. The Permittee 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: vary - 1 10x10 per vendor

 Tent/Canopy Size(s): 10x10

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

The following is required for tents over 400 square feet (20 ft. X 20 ft.): Require inspections by the Elkhart City Fire Department. Refer to Indiana Fire Code 3103.2

Utilities must be marked. Call 811 for Utilities to mark the tent area. **Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-296-9331**

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

## VEHICLES

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

☒ No ☐ Yes  Number of Vehicles: \_\_\_\_\_

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

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

☒ No ☐ Yes  Number of Vehicles: \_\_\_\_\_

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


## STAGES/PLATFORMS

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

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

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

**\*May require additional insurance.**

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

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

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

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


Stage Specs will be required.

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

## PORTABLE TOILETS

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

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

☐ No ☒ Yes  Number of Portable Toilets: 2 **AND** Number of Accessible ADA Portable Toilets: \_\_\_\_\_


 Company/Description(s): John's Porta Potty'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 Permittee? The location of the fencing must be approved by the "BOW"/"EPRB."

(Please check No or Yes below.)

☒ No ☐ Yes  Description: \_\_\_\_\_

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

## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

Will the event require Emergency Support Services?

(Please check No or Yes below.)

☒ No ☐ Yes  \_\_\_\_\_

Number of Emergency Management Staff Requested

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

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

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

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

## FIRE DEPARTMENT

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

☒ No ☐ Yes →

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

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

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

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

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

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

**Additional fees may apply.**

### WASTE RECEPTACLES

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

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

☒ No ☐ Yes →

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

(Please check No or Yes below.)

☒ No ☐ Yes →

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

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☒ No ☐ Yes →

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

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

City Departments Only may request the use of these items.

## POLICE DEPARTMENT

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

☒ No ☐ Yes → \_\_\_\_\_

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

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Additional Information May Be Required.

## STREET DEPARTMENT

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

☐ No ☒ Yes → Street Closing: Cleveland Ave and 7th st

Please mark all that may apply:

Street Closed From: 6th St To: 7th St

Street Closed From: Cleveland Ave To: Garfield Ave

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

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

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

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

These streets should be closed from 3pm AM/PM to AM/PM.

## 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 Permittee.

## BOARD OF WORKS PERMITS

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

Water:

☐ Yes  
☒ No

Electric:

☐ Yes  
☒ No

Plaza Sign:

☐ Yes  
☒ No

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

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 Permittee?

(Please check No or Yes below.)

☐ No ☒ Yes → Reason: DJ

Parade and Special Exception to Noise Ordinance:

☐ Yes  
☒ No

Public Assembly and Special Exception to Noise Ordinance:

☒ Yes  
☐ No

Special Exception to Noise Ordinance:

☒ Yes  
☐ No

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

Neighboring houses

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

Music will be kept to a reasonable level.

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## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

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

### BASIC PLAN

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

Contact full name (first/last name): Ashley Spencer

Contact cell number (area code plus number): 574-621-2888

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## EVENT MAPS

### SITE MAP (Required for all Applicants)

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

---

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

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

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

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## ELKHART COUNTY HEALTH DEPARTMENT

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



# ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

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

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

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

EVENT NAME: EPD5K-9 Run DATE(S) REQUESTED May 18<sup>th</sup>, 2024

LOCATION/VENUE REQUESTED Elkhart High School – East / American Park / Riverwalk

LOCATION/VENUE 2<sup>ND</sup> CHOICE REQUESTED ☐ Optional date: May 11<sup>th</sup> 2024- **EVENT COINCIDES W/ NATIONAL POLICE WEEK**

**OFFICE USE: DATE/VENUE AVAILABLE**

☐ No ☐ Yes

## APPLICANT INFORMATION

NAME OF APPLICANT

Cpl. Jared Davies

NAME OF EVENT ORGANIZER/PRODUCER

PRODUCTION COMPANY/ORGANIZATION

Elkhart Police Department

STREET ADDRESS

175 Water Fall Drive

APT/UNIT/SUITE

CITY

Elkhart

STATE

IN

ZIP CODE

46516

E-MAIL ADDRESS

Jared.davies@elkhartpolice.org

DAYTIME PHONE

574-327-4385

FAX

CELL PHONE

EVENT DAY ON-SITE CONTACT \* REQUIRED

Cpl. Jared Davies #436

DAYTIME PHONE

CELL PHONE

574-327-4385

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: 10:00AM

Finish Time: 1:00PM

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

SET-UP TIME(S)	TEAR-DOWN
From: 7AM To: 10AM	From: 1PM To: 3PM
EXPECTED NUMBER OF PARTICIPANTS: 200	
If the event is reoccurring, please submit the past number of participants below.	
2023 NUMBER OF PARTICIPANTS: 180	2022 NUMBER OF PARTICIPANTS: 121

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

☐ No☒ Yes

Event Name: EPD 5K-9 Run

Location: Elkhart High School - East

Date: May 13<sup>th</sup> 2023

## 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:

4<sup>th</sup> annual 5K hosted by the Elkhart Police Department K9 unit. The event features a 5K run and 1-mile walk. This is a family fun event and is dog friendly (must be leashed)

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

PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed



## EVENT LOGISTICS

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

### FOOD AND ALCOHOLIC BEVERAGES:

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

(Please check the appropriate response.)

☐

No

☐

Yes, to the participants only

☐

Yes, to the general public

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

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

IF YES, please describe:

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

### TENTS AND CANOPIES

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

#### Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐

No

☐

Yes



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

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

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

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

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

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

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

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

### VEHICLES

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

☐

No

☐

Yes



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

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

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

☐

No

☐

Yes



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

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


## STAGES/PLATFORMS

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

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

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

**\*May require additional insurance.**

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

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

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

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

Stage Specs will be required.

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

## PORTABLE TOILETS

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

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

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

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

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

## FENCING

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

(Please check No or Yes below.)

☐ **No** ☐ Yes  Description: \_\_\_\_\_

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

## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

Will the event require Emergency Support Services?

(Please check No or Yes below.)

☐ No ☐ **Yes**  **Traffic Control** \_\_\_\_\_

Number of Emergency Management Staff Requested

☐ \$50.00 Minimum of two Event Personnel 2

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

**Total Cost \$ N/A**

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

## FIRE DEPARTMENT

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

☐ No ☒ Yes →

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

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

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

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

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

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

**Additional fees may apply.**

### WASTE RECEPTACLES

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

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

☐ No ☒ Yes →

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

(Please check No or Yes below.)

☐ No ☒ Yes →

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

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☐ No ☒ Yes →

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

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

City Departments Only may request the use of these items.

## POLICE DEPARTMENT

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

☐ No ☒ Yes → Police related event; traffic control \_\_\_\_\_

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 Closing: Prairie St \_\_\_\_\_  
Please mark all that may apply:

Street Closed From: Waterfall (north side of intersection) \_\_\_\_\_ To: South of York Wood Apartments \_\_\_\_\_

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

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

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

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

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

## OTHER STRUCTURES

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

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

→ Description(s): \_\_\_\_\_

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

## BOARD OF WORKS PERMITS

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

Water:

☐ Yes  
☐ **No**

Electric:

☐ Yes  
☐ **No**

Plaza Sign:

☐ Yes  
☐ **No**

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

Bridge Banner:

☐ Yes  
☐ **No**

Please indicate location:

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

## NOISE ORDINANCE

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

(Please check No or Yes below.)

☐ **No** ☐ Yes  Reason: \_\_\_\_\_

Parade and Special Exception to Noise Ordinance:

☐ Yes  
☐ **No**

Public Assembly and Special Exception to Noise Ordinance:

☐ **Yes**  
☐ No

Special Exception to Noise Ordinance:

☐ Yes  
☐ **No**

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

N/A

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

N/A

---

## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

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

### BASIC PLAN

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

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

**Contact cell number (area code plus number): 574-327-4385**

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## EVENT MAPS

### SITE MAP (Required for all Applicants)

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

---

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

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

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

---

## ELKHART COUNTY HEALTH DEPARTMENT

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

## INDEMNIFICATION, WAIVER AND RELEASE

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

## APPLICANT SIGNATURE

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

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

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

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

Cpl. Jared Davies #436

PRINTED NAME OF APPLICANT

/s/ Cpl. Jared Davies #436

SIGNATURE OF APPLICANT

12/21/2023

DATE

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

Date\_\_\_\_\_

**APPROVED: BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
President

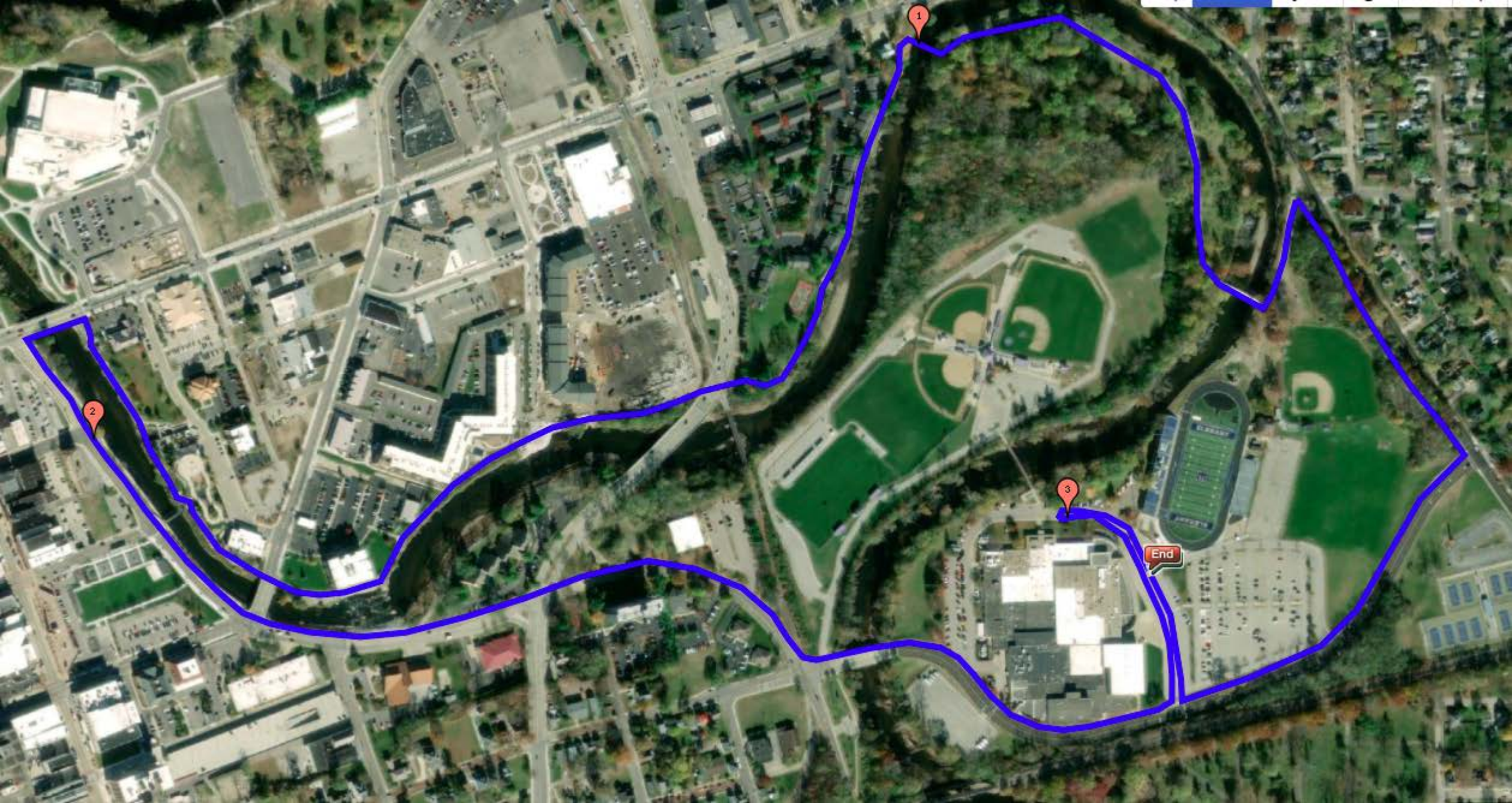
Date\_\_\_\_\_

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

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

Date\_\_\_\_\_







Enter starting point  [Help](#)

Distance: **1.0007** miles *[switch to km]*

Calories burned: 0 *[enter weight]*

 CREATING ROUTE...



 UNDO LAST POINT


Draw route: manually (straight lines) ▼

Name  
Name your route






Description  
Description

Elevation   [None](#)

 Retrace to start  Mile markers

 Clear all  Print map  Download

SAVE ROUTE

SHARE    GPX  GET LINK 







# ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

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

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

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

EVENT NAME: Stemm Lawson Peterson Memorial Walk DATE(S) REQUESTED May 18, 2024

LOCATION/VENUE REQUESTED Walker Park 3419 E Bristol St Elkart, IN 46514

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

OFFICE USE: DATE/VENUE AVAILABLE ☐ No ☐ Yes

## APPLICANT INFORMATION

NAME OF APPLICANT  
Donna Adkins

NAME OF EVENT ORGANIZER/PRODUCER

Stemm Lawson Peterson Funeral Home  
PRODUCTION COMPANY/ORGANIZATION

1531 Cpbblestone Blvd.  
STREET ADDRESS

APT/UNIT/SUITE

Elkhart  
CITY

STATE

ZIP CODE

IB

46514

E-MAIL ADDRESS  
Slpfh1531 @gmail.com

DAYTIME PHONE (574) 293-6411 FAX \_\_\_\_\_ CELL PHONE \_\_\_\_\_

EVENT DAY ON-SITE CONTACT \* REQUIRED DAYTIME PHONE CELL PHONE  
Donna Adkins \_\_\_\_\_ (574) 360-2259

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: 10:00 am

Finish Time: 12:00 pm

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

SET-UP TIME(S)

From: 9:00 am

To: 10:00 am

TEAR-DOWN

From: 12:00 pm

To: 12:30 pm

EXPECTED NUMBER OF PARTICIPANTS: 50

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

2023 NUMBER OF PARTICIPANTS: 40

2022 NUMBER OF PARTICIPANTS: 50

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

(Please check No or Yes below.)

☐

No

☐

Yes



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

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

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

## EVENT DESCRIPTION

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



Walk/Run

☐ Cultural Event

☐ Other event, please describe:



Art Fair/Festival

☐ Public Rally/March



Concert/Performance

☐ Bike Ride



Service

Brief Description of Event:

Social walk so that families can gather and we can spend time together celebrating their loved ones

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

PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed

## EVENT LOGISTICS

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

### FOOD AND ALCOHOLIC BEVERAGES:

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

(Please check the appropriate response.)

☐

No

☒

Yes, to the participants only

☐

Yes, to the general public

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

If applicable



Name of Caterer/Vendor: Kona Ice

IF YES, please describe:

Shaved Ice cuos

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

### TENTS AND CANOPIES

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

#### Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☒

No

☐

Yes



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

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

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

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

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

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

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

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

### VEHICLES

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

☒

No

☐

Yes



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

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

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

☒

No

☐

Yes



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

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

## STAGES/PLATFORMS

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

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

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

*\*May require additional insurance.*

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

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

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

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

Stage Specs will be required.

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

## PORTABLE TOILETS

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

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

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

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

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

## FENCING

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

(Please check No or Yes below.)

☒ No ☐ Yes  Description: \_\_\_\_\_

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

## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

Will the event require Emergency Support Services?

(Please check No or Yes below.)

☒ No ☐ Yes  \_\_\_\_\_

Number of Emergency Management Staff Requested

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

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

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

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

## FIRE DEPARTMENT

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

☐ No ☒ Yes →

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

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

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

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

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

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

Additional fees may apply.

### WASTE RECEPTACLES

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

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

☒ No ☐ Yes →

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

(Please check No or Yes below.)

☒ No ☐ Yes →

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

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☒ No ☐ Yes →

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

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

City Departments Only may request the use of these items.

## POLICE DEPARTMENT

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

☒ No ☐ Yes 

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

Additional Information May Be Required.

## STREET DEPARTMENT

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

☒ No ☐ Yes 

Please mark all that may apply:

Street Closed From: _____	To: _____
Street Closed From: _____	To: _____
Street Closed From: _____	To: _____
Street Closed From: _____	To: _____
Street Closed From: _____	To: _____
Street Closed From: _____	To: _____

## OTHER STRUCTURES

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

☒ No ☐ Yes 

 Number of Structures: \_\_\_\_\_  
 Description(s): \_\_\_\_\_

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



## BOARD OF WORKS PERMITS

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

Water:

- ☐ Yes  
☒ No

Electric:

- ☐ Yes  
☒ No

Plaza Sign:

- ☐ Yes  
☒ No

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

Bridge Banner:

- ☐ Yes  
☒ No

Please indicate location:

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

## NOISE ORDINANCE

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

(Please check No or Yes below.)

☒ No ☐ Yes → Reason: \_\_\_\_\_

Parade and Special Exception to Noise Ordinance:

- ☐ Yes  
☒ No

Public Assembly and Special Exception to Noise Ordinance:

- ☐ Yes  
☒ No

Special Exception to Noise Ordinance:

- ☐ Yes  
☒ No

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

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

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## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

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

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

**Contact cell number (area code plus number):** (574) 360-2259

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## EVENT MAPS

### SITE MAP (Required for all Applicants)

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

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

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

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

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## ELKHART COUNTY HEALTH DEPARTMENT

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

## INDEMNIFICATION, WAIVER AND RELEASE

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

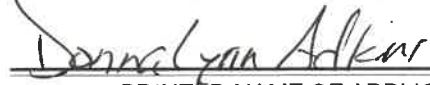
## APPLICANT SIGNATURE

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

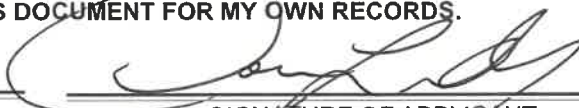
Unless expressly provided for in the permit, Use & Event Permits do not grant the permit holder exclusive rights to park property, including but not limited to any right to restrict access, use, and First Amendment activities of any person on park property open to the general public.

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

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



PRINTED NAME OF APPLICANT



SIGNATURE OF APPLICANT

2-8-2024

DATE

WITNESSED: Clerk of the Board of Works

Date \_\_\_\_\_

APPROVED: BOARD OF PUBLIC WORKS

President

Date \_\_\_\_\_

RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)

President or Secretary

Date \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/07/2024

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

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

PRODUCER  
FEDERATED MUTUAL INSURANCE COMPANY  
HOME OFFICE: P.O. BOX 328  
OWATONNA, MN 55060

CONTACT  
NAME: CLIENT CONTACT CENTER

PHONE  
(A/C, No, Ext): 888-333-4949

FAX  
(A/C, No): 507-446-4664

E-MAIL  
ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: FEDERATED MUTUAL INSURANCE COMPANY

13935

INSURER B: FEDERATED RESERVE INSURANCE COMPANY

16024

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
CSC SERVICES LLC  
1531 COBBLESTONE BLVD  
ELKHART, IN 46514-4964

418-418-0

## COVERAGES

CERTIFICATE NUMBER: 3

REVISION NUMBER: 2

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

INSR POL	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY		N	N	6178018	01/10/2024	01/10/2025	EACH OCCURRENCE	\$1,000,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							DAMAGE TO RENTED PREMISES <small>(Ea Occurrence)</small>	\$100,000	
	<input checked="" type="checkbox"/> BUSINESS OWNER'S LIABILITY							MED EXP (Any one person)	\$5,000	
								PERSONAL & ADV INJURY	\$1,000,000	
								GENERAL AGGREGATE	\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS & COM/OP AGG	\$2,000,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC										
OTHER:										
A	AUTOMOBILE LIABILITY		N	N	1848984	01/10/2024	01/10/2025	COMBINED SINGLE LIMIT <small>(Ea accident)</small>	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO							BODILY INJURY (Per Person)		
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per Accident)		
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							PROPERTY DAMAGE <small>(Per Accident)</small>		
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		N	N	1848987	01/10/2024	01/10/2025	EACH OCCURRENCE	\$2,000,000	
	<input type="checkbox"/> EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$2,000,000	
	DED <input type="checkbox"/> RETENTION <input type="checkbox"/>									
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N/A	N	1848989	01/10/2024	01/10/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED?								E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)								E.L. DISEASE EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

## CERTIFICATE HOLDER

418-418-0  
CIVIL CITY OF ELKHART-ELKHART PARK BOARD FOR  
AND ON THE BEHALF OF PARKS & RECREATION  
1320 BENHAM AVE  
ELKHART, IN 46516-3341

3 2

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ROUTE MAP- STEM LAWSON PETERSON MEMORIAL WALK

▼ Elementary School



SITE MAP- STEMM LAWSON PETERSON MEMORIAL WALK

▼ Elementary School





# ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

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

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

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

EVENT NAME: A Taste of Black Excellence DATE(S) REQUESTED 06/01/2024  
LOCATION/VENUE REQUESTED Roosevelt Park  
LOCATION/VENUE 2<sup>ND</sup> CHOICE REQUESTED Ullery Park  
**OFFICE USE: DATE/VENUE AVAILABLE** ☐ No ☐ Yes

## APPLICANT INFORMATION

NAME OF APPLICANT Ashley Spencer  
NAME OF PERMITTEE  
Ashley Spencer  
PRODUCTION COMPANY/ORGANIZATION \_\_\_\_\_  
STREET ADDRESS 58075 Benham Ave APT/UNIT/SUITE \_\_\_\_\_  
CITY Elkhart STATE IN ZIP CODE 46517  
E-MAIL ADDRESS denspencerboyz05@gmail.com  
DAYTIME PHONE 574-621-2888 FAX \_\_\_\_\_ CELL PHONE 574-621-2888  
EVENT DAY ON-SITE CONTACT \* REQUIRED Ashley Spencer DAYTIME PHONE 574-621-2888 CELL PHONE same

PERMITTEE: Are you 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: Noon

Finish Time: 6:00PM

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

SET-UP TIME(S)

From: 8am To: 11pm

TEAR-DOWN

From: 6pm To: 8pm

EXPECTED NUMBER OF PARTICIPANTS:

100

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

2023 NUMBER OF PARTICIPANTS: 125

2022 NUMBER OF PARTICIPANTS: 200

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

☐ No

☒ Yes

Event Name: A Taste of Black Excellence

Location: Roosevelt Park

Date: 07/03/2023

## 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

Community Event and Vendor/Pop Up

☐ Concert/Performance

☐ Bike Ride

☐ Service

Brief Description of Event:

This is a community event where we give back to our community for there support of small businesses and a pop up/ vendor event for small business to showcase their product, market, and network.

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



## EVENT LOGISTICS

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

### FOOD AND ALCOHOLIC BEVERAGES: **No Food or Alcoholic Beverages may be sold on Park Property without a Permit**

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

(Please check the appropriate response.)

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

Are you requesting permission to serve and/or sample non-alcoholic beverages?

(Please check the appropriate response.)

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

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

(Please check the appropriate response.)

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

If applicable



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

IF YES, please describe:

Food vendors, trucks, and trailers are welcomed to be vendors.

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

## TENTS AND CANOPIES

If you plan to erect tents or canopies, describe and give the number of tents and/or canopies, along with the sizes of each. A separate sheet with this information may be attached. All tents and/or canopies must be indicated on the Site Map. The Permittee 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: vary - 1 10x10 per vendor

Tent/Canopy Size(s): 10x10

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

The following is required for tents over 400 square feet (20 ft. X 20 ft.): Require inspections by the Elkhart City Fire Department. Refer to Indiana Fire Code 3103.2

Utilities must be marked. Call 811 for Utilities to mark the tent area. **Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-296-9331**

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

## VEHICLES

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

☒ No

☐ Yes



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

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

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

☒ No

☐ Yes



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

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




## STAGES/PLATFORMS

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

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

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

**\*May require additional insurance.**

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

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

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

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

Stage Specs will be required.

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

## PORTABLE TOILETS

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

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

☐ No ☒ Yes  Number of Portable Toilets: 2 **AND** Number of Accessible ADA Portable Toilets: \_\_\_\_\_


 Company/Description(s): John's Porta Potty'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 Permittee? The location of the fencing must be approved by the "BOW"/"EPRB."

(Please check No or Yes below.)

☒ No ☐ Yes  Description: \_\_\_\_\_

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

## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

Will the event require Emergency Support Services?

(Please check No or Yes below.)

☒ No ☐ Yes  \_\_\_\_\_

Number of Emergency Management Staff Requested

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

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

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

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

## FIRE DEPARTMENT

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

☒ No ☐ Yes →

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

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

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

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

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

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

**Additional fees may apply.**

### WASTE RECEPTACLES

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

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

☒ No ☐ Yes →

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

(Please check No or Yes below.)

☒ No ☐ Yes →

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

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☒ No ☐ Yes →

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

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

City Departments Only may request the use of these items.

## POLICE DEPARTMENT

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

☒ No ☐ Yes → \_\_\_\_\_

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

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Additional Information May Be Required.

## STREET DEPARTMENT

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

☐ No ☒ Yes → Street Closing: Garfield Ave

Please mark all that may apply:

Street Closed From: Stevens To: Prairie St

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

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

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

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

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

These streets should be closed from \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM.

## 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 Permittee.

## BOARD OF WORKS PERMITS

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

Water:

☐ Yes  
☒ No

Electric:

☐ Yes  
☒ No

Plaza Sign:

☐ Yes  
☒ No

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

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 Permittee?

(Please check No or Yes below.)

☐ No ☒ Yes → Reason: DJ

Parade and Special Exception to Noise Ordinance:

☐ Yes  
☒ No

Public Assembly and Special Exception to Noise Ordinance:

☒ Yes  
☐ No

Special Exception to Noise Ordinance:

☒ Yes  
☐ No

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

Neighboring houses

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

Music will be kept to a reasonable level.

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## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

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

### BASIC PLAN

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

Contact full name (first/last name): Ashley Spencer

Contact cell number (area code plus number): 574-621-2888

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## EVENT MAPS

### SITE MAP (Required for all Applicants)

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

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

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

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

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## ELKHART COUNTY HEALTH DEPARTMENT

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

## INDEMNIFICATION, WAIVER AND RELEASE

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

## APPLICANT SIGNATURE

I have read the terms and conditions outlined in this document and the City of Elkhart Code of Ordinances and agree to abide by them.

Unless expressly provided for in the permit, Use & Event Permits do not grant the Permittee 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 EPRB 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.**

Ashley Spencer

PRINTED NAME OF APPLICANT



SIGNATURE OF APPLICANT

02/13/2024

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 2024 USE & EVENT PERMIT APPLICATION

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

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

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

EVENT NAME: Pollinator Promenade DATE(S) REQUESTED Saturday, July 13, 2024

LOCATION/VENUE REQUESTED Elkhart Environmental Center

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

OFFICE USE: DATE/VENUE AVAILABLE ☐ No ☐ Yes

## APPLICANT INFORMATION

NAME OF APPLICANT

Annie Klehfoth

NAME OF EVENT ORGANIZER/PRODUCER

Elkhart Environmental Center

PRODUCTION COMPANY/ORGANIZATION

1717 E Lusher Ave

STREET ADDRESS

Elkhart

CITY

EECmail@coei.org

E-MAIL ADDRESS

DAYTIME PHONE

574-293-5070

FAX

CELL PHONE

EVENT DAY ON-SITE CONTACT \* REQUIRED

Annie Klehfoth

DAYTIME PHONE

574-293-5070

CELL PHONE

574-361-8020

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: 10 AM

Finish Time: 1 PM

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

SET-UP TIME(S)

From: 8 AM To: 10 AM

EXPECTED NUMBER OF PARTICIPANTS: 100

TEAR-DOWN

From: 1 PM To: 2 PM (or finish)

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

2023 NUMBER OF PARTICIPANTS:

2022 NUMBER OF PARTICIPANTS:

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

☒ No

☐ Yes

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

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

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

## EVENT DESCRIPTION

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

☒ Walk/Run

☐ Cultural Event

☐ Other event, please describe:

☐ Art Fair/Festival

☐ Public Rally/March

☐ Concert/Performance

☐ Bike Ride

☐ Service

Brief Description of Event:

Fun "run" with local vendors, food, spreading native seeds, celebrating pollinators

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

## PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed

## EVENT LOGISTICS

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

### FOOD AND ALCOHOLIC BEVERAGES:

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

(Please check the appropriate response.)

☐

No

☐

Yes, to the participants only

☒

Yes, to the general public

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

If applicable



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

IF YES, please describe:

VOLUNTEERS ONLY: breakfast, lunch, drinks and snacks

PUBLIC: any public food will only be served by permitted vendors approved by the Health Dept.

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

### TENTS AND CANOPIES

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

#### Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐

No

☒

Yes



Number of Tents/Canopies: 10

Tent/Canopy Size(s): 10x10

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

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

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

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

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

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

### VEHICLES

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

☒

No

☐

Yes



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

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

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

☒

No

☐

Yes



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

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

## STAGES/PLATFORMS

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

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

**\*May require additional insurance.**

☐ No ☒ Yes → Number of Stage(s): 1

Stage Description(s): portable stage created by Lippert volunteers

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

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

Stage Specs will be required.

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

## PORTABLE TOILETS

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

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

☒ No ☐ Yes → Number of Portable Toilets: 1 **AND** Number of Accessible ADA Portable Toilets: 1

Company/Description(s): unknown

**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: define running area

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

## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

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

☐ No ☒ Yes → \_\_\_\_\_

Number of Emergency Management Staff Requested

☒ \$50.00 Minimum of two Event Personnel 2

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

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

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

## FIRE DEPARTMENT

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

☐ No ☒ Yes →

10 AM - 2:30 PM

Time(s) Requested:

☐ Ambulance(s)

Number Requested 2

☒ Medic Kubota

☐ Fire Truck

☒ First Aid Station

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

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

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

☒ Event Fencing

Number of Sections Requested unkown

Other

☐ Snow Fencing

Number of Feet Requested

Other

**Additional fees may apply.**

### WASTE RECEPTACLES

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

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

☒ No ☐ Yes →

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

(Please check No or Yes below.)

☐ No ☒ Yes →

event trailer and PA system

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

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☐ No ☒ Yes →

☐ 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 Closing: \_\_\_\_\_

Please mark all that may apply:

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

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

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

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

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

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

## OTHER STRUCTURES

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

(Please check No or Yes below.)

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

→ Description(s): \_\_\_\_\_

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

## BOARD OF WORKS PERMITS

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

Water:

- ☐ Yes  
☒ No

Electric:

- ☐ Yes  
☒ No

Plaza Sign:

- ☒ Yes  
☐ No

Sign Information: Pollinator Promenade: fun "run" at Elkhart Environmental Center July 13 10 AM - 1 PM

Bridge Banner:

- ☒ Yes  
☐ No

Please indicate location:

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

☒ Nappanee St.

## NOISE ORDINANCE

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

(Please check No or Yes below.)

☐ No ☒ Yes → Reason: \_\_\_\_\_

Parade and Special Exception to Noise Ordinance:

- ☒ Yes  
☐ No

Public Assembly and Special Exception to Noise Ordinance:

- ☒ Yes  
☐ No

Special Exception to Noise Ordinance:

- ☒ Yes  
☐ No

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

EEC residential neighbors

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

PA and speakers will only be used when necessary for event announcements and kept to reasonable v

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## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

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

### BASIC PLAN

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

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

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

---

## EVENT MAPS

### SITE MAP (Required for all Applicants)

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

---

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

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

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

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## ELKHART COUNTY HEALTH DEPARTMENT

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



## INDEMNIFICATION, WAIVER AND RELEASE

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

## APPLICANT SIGNATURE

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

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

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

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

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

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

\_\_\_\_\_  
DATE

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

Date \_\_\_\_\_

**APPROVED: BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
President

Date \_\_\_\_\_

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

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

Date \_\_\_\_\_



# ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

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

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

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

EVENT NAME: EnviroFest DATE(S) REQUESTED Saturday, August 10, 2024

LOCATION/VENUE REQUESTED Island Park

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

OFFICE USE: DATE/VENUE AVAILABLE

☐ No ☐ Yes

## APPLICANT INFORMATION

NAME OF APPLICANT

NAME OF EVENT ORGANIZER/PRODUCER

Elkhart Environmental Center

PRODUCTION COMPANY/ORGANIZATION

STREET ADDRESS

1717 E Lusher Aver

APT/UNIT/SUITE

CITY

Elkhart

STATE

IN

ZIP CODE

46516

E-MAIL ADDRESS

EECmail@coei.org

DAYTIME PHONE

574-293-5070

FAX

CELL PHONE

EVENT DAY ON-SITE CONTACT \* REQUIRED

574-361-8020

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 PM

Finish Time: 8 PM

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

SET-UP TIME(S)	TEAR-DOWN
From: 8 AM To: 3 PM	From: 8 PM To: 10 PM (or finish)
EXPECTED NUMBER OF PARTICIPANTS: 2000	
If the event is reoccurring, please submit the past number of participants below.	
2023 NUMBER OF PARTICIPANTS: 1500	2022 NUMBER OF PARTICIPANTS: 1500

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

☐ No☒ Yes

Event Name: EnviroFest

Location: Island Park

Date: early to mid-August

## EVENT DESCRIPTION

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

☐ Walk/Run

☐ Cultural Event

☒ Other event, please describe:

☐ Art Fair/Festival

☐ Public Rally/March

Environmental education/community event

☐ Concert/Performance

☐ Bike Ride

☐ Service

Brief Description of Event:

Environmental festival featuring local businesses and organizations relating to environmental /sustainability topics; also includes

food vendors, silent auction, kids entertainment, live music, etc.

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

## PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed

## EVENT LOGISTICS

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

### FOOD AND ALCOHOLIC BEVERAGES:

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

(Please check the appropriate response.)

☐

No

☐

Yes, to the participants only

☒

Yes, to the general public

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

If applicable



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

IF YES, please describe:

VOLUNTEERS ONLY: breakfast, lunch, dinner, snacks and drinks

PUBLIC: any public food will only be served by permitted vendors approved by the Health Dept.

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

### TENTS AND CANOPIES

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

#### Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐

No

☒

Yes



Number of Tents/Canopies: 10; 2 large

Tent/Canopy Size(s): 10x10; 60x40; 20x20

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

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

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

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

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

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

### VEHICLES

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

☒

No

☐

Yes



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

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

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

☐

No

☒

Yes



Number of Vehicles: unknown

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

## STAGES/PLATFORMS

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

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

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

**\*May require additional insurance.**

☐ No ☒ Yes → Number of Stage(s): 1

Stage Description(s): portable stage created by Lippert volunteers

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

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

Stage Specs will be required.

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

## PORTABLE TOILETS

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

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

☐ No ☒ Yes → Number of Portable Toilets: 3 **AND** Number of Accessible ADA Portable Toilets: 1

Company/Description(s): unkown

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

## FENCING

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

(Please check No or Yes below.)

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

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

## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

Will the event require Emergency Support Services?

(Please check No or Yes below.)

☐ No ☒ Yes → \_\_\_\_\_

Number of Emergency Management Staff Requested

☒ \$50.00 Minimum of two Event Personnel 2

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

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

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

## FIRE DEPARTMENT

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

☐ No ☒ Yes →

2:30 PM - 8 :30 PM

Time(s) Requested:

☐ Ambulance(s)

Number Requested 2

☒ Medic Kubota

☐ Fire Truck

☒ First Aid Station

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

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

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

☒ Event Fencing

Number of Sections Requested unknown

Other

☐ Snow Fencing

Number of Feet Requested

Other

**Additional fees may apply.**

### WASTE RECEPTACLES

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

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

☒ No ☐ Yes →

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

(Please check No or Yes below.)

☐ No ☒ Yes →

Event trailer and PA system

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

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☐ No ☒ Yes →

☒ 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.

Proactive measures for large crowd

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional Information May Be Required.

## STREET DEPARTMENT

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

☒ No ☐ Yes → Street Closing: \_\_\_\_\_

Please mark all that may apply:

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

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

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

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

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

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

## OTHER STRUCTURES

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

(Please check No or Yes below.)

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

→ Description(s): \_\_\_\_\_

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



## BOARD OF WORKS PERMITS

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

Water:

- ☒ Yes  
☐ No

Electric:

- ☒ Yes  
☐ No

Plaza Sign:

- ☒ Yes  
☐ No

Sign Information: EnviroFest at Island Park: Sat. Aug. 10 3 PM - 8 PM -- Food, Music, Sustainability! \$5 per family

Bridge Banner:

- ☒ Yes  
☐ No

Please indicate location:

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

## NOISE ORDINANCE

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

(Please check No or Yes below.)

☐ No ☒ Yes → Reason: event announcements, live music

Parade and Special Exception to Noise Ordinance:

- ☒ Yes  
☐ No

Public Assembly and Special Exception to Noise Ordinance:

- ☒ Yes  
☐ No

Special Exception to Noise Ordinance:

- ☒ Yes  
☐ No

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

Elkhart downtown neighborhoods/by river

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

PA and speaker systems positioned to direct sound to intended area; volume maintained at reasonable

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## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

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

### BASIC PLAN

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

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

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

---

## EVENT MAPS

### SITE MAP (Required for all Applicants)

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

---

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

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

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

---

## ELKHART COUNTY HEALTH DEPARTMENT

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

## INDEMNIFICATION, WAIVER AND RELEASE

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## APPLICANT SIGNATURE

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

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

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

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

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

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

\_\_\_\_\_  
DATE

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

Date \_\_\_\_\_

**APPROVED: BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
President

Date \_\_\_\_\_








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

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

Date \_\_\_\_\_

# 2024 EnviroFest Permit Map (Draft)

## Map Key

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



## Ticket Booths

(setup at beginning of bridge)

3 canopies & stakes

3 tables

6 chairs



EV Display in parking lot by  
Aquatics Center

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

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

EVENT NAME: **Rockin' the Rails** DATE(S) REQUESTED **8/24/24**

LOCATION/VENUE REQUESTED National New York Central Railroad Museum

LOCATION/VENUE 2 <sup>ND</sup> CHOICE REQUESTED	N/A
---	-----

OFFICE USE: DATE/VENUE AVAILABLE	No	<input checked="" type="checkbox"/>	Yes
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## APPLICANT INFORMATION

NAME OF APPLICANT

Timothy Reecer, Interim Director

NAME OF EVENT ORGANIZER/PRODUCER

Friends of the NYC RR Museum

PRODUCTION COMPANY/ORGANIZATION

721 S. Mai St.

STREET ADDRESS

Elkhart

CITY

friendsofthenycrrm@gmail.com

---

E-MAIL ADDRESS

DAYTIME PHONE

574.294.3001

FAX
-----

CELL PHONE
------------

---

EVENT DAY ON-SITE CONTACT \* REQUIRED

Steve Barton

DAYTIME PHONE

CELL PHONE
------------

574.370.3714

**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: 10:00am

Finish Time: 6:00pm

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

SET-UP TIME(S)

TEAR-DOWN

From: To:

From: To:

EXPECTED NUMBER OF PARTICIPANTS:

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

2023 NUMBER OF PARTICIPANTS: 2,000

2022 NUMBER OF PARTICIPANTS: 1,500

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

☐ No

☒ Yes

Event Name: Rockin' the Rails

Location: National New York Central Railroad Museum

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

Fundraiser

☒ Concert/Performance

☐ Bike Ride

☐ Service

Brief Description of Event:

3 Live bands, food trucks, vendors, and a beer garden to help raise funds for the Museum

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

## PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed

## EVENT LOGISTICS

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

### FOOD AND ALCOHOLIC BEVERAGES:

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

(Please check the appropriate response.)

☐

No

☐

Yes, to the participants only

☒

Yes, to the general public

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

If applicable  Name of Caterer/Vendor: Friends of the NYC RR Museum

IF YES, please describe:

Beer and Wine

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

### TENTS AND CANOPIES

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

#### Building and Zoning Clearance Required.

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐

No

☒

Yes



Number of Tents/Canopies: 1

Tent/Canopy Size(s): 10x10 EZ UP

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

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

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

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

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

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

### VEHICLES

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

☒

No

☐

Yes



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

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

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

☒

No

☐

Yes



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

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



## STAGES/PLATFORMS

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

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

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

**\*May require additional insurance.**

☐ No ☒ Yes → Number of Stage(s): 1

Stage Description(s): A raised platform used by a band to play music from

Stage Owner Building & Grounds Phone Number: 574-970-0542

Address: Street, City, State, Zip 1100 McDonald St

Stage Specs will be required.

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

## PORTABLE TOILETS

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

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

☐ No ☒ Yes → Number of Portable Toilets: 4 **AND** Number of Accessible ADA Portable Toilets: 1

Company/Description(s): Cripes Septic

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

## FENCING

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

(Please check No or Yes below.)

☒ No ☐ Yes → Description: \_\_\_\_\_

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

## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

Will the event require Emergency Support Services?

(Please check No or Yes below.)

☒ No ☐ Yes → \_\_\_\_\_

Number of Emergency Management Staff Requested

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

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

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

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

## FIRE DEPARTMENT

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

☒ No ☐ Yes →

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

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

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

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

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

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

**Additional fees may apply.**

### WASTE RECEPTACLES

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

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

☒ No ☐ Yes →

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

(Please check No or Yes below.)

☒ No ☐ Yes →

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

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☐ No ☒ Yes →

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

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

City Departments Only may request the use of these items.

## POLICE DEPARTMENT

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

☒ No ☐ Yes → \_\_\_\_\_

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

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Additional Information May Be Required.

## STREET DEPARTMENT

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

☒ No ☐ Yes → Street Closing: \_\_\_\_\_

Please mark all that may apply:

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

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

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

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

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

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

## OTHER STRUCTURES

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

(Please check No or Yes below.)

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

→ Description(s): \_\_\_\_\_

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

## BOARD OF WORKS PERMITS

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

Water:

- ☐ Yes  
☒ No

Electric:

- ☐ Yes  
☒ No

Plaza Sign:

- ☒ Yes  
☐ No

Sign Information: Rockin' the Rails, August 24th, 10-5, New York Central Railroad Museum

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: Rockin!

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)

Bowly's Crystal Bar, Inc.

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

We will invite them over to the party and turn down the fun if asked by them.

---

## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

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

### BASIC PLAN

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

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

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

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## EVENT MAPS

### SITE MAP (Required for all Applicants)

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

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

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

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

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## ELKHART COUNTY HEALTH DEPARTMENT

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

## INDEMNIFICATION, WAIVER AND RELEASE

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

## APPLICANT SIGNATURE

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

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

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

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

Timothy Reecer

PRINTED NAME OF APPLICANT

*Timothy Reecer*

SIGNATURE OF APPLICANT

1/19/24

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  
2024 USE & EVENT PERMIT APPLICATION

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

Date Received: 1/22/24

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: Waggin in the Woods DATE(S) REQUESTED Sunday, Sept. 29, 2024

LOCATION/VENUE REQUESTED Elkhart Environmental Center

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

OFFICE USE: DATE/VENUE AVAILABLE ☐ No ☐ Yes

**APPLICANT INFORMATION**

NAME OF APPLICANT

Annie Klehfoth

NAME OF EVENT ORGANIZER/PRODUCER

Elkhart Environmental Center

PRODUCTION COMPANY/ORGANIZATION

STREET ADDRESS

1717 E Lusher Ave

APT/UNIT/SUITE

CITY

Elkhart

STATE

IN

ZIP CODE

46516

E-MAIL ADDRESS

EEEmail@coei.org

DAYTIME PHONE

574-293-5070

FAX

CELL PHONE

EVENT DAY ON-SITE CONTACT \* REQUIRED

Annie Klehfoth

DAYTIME PHONE

574-293-5070

CELL PHONE

574-361-8020

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

(Please check No or Yes Below)

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

NAME OF SPONSORING ORGANIZATION CONTACT

SPONSORING ORG. CONTACT PHONE

ADDRESS OF SPONSORING ORGANIZATION

CITY

ZIP CODE

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

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

(Please check No or Yes below.)

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

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

(Please check No or Yes below.)

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

FEDERAL TAX ID #



## EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time: 11 AM

Finish Time: 3 PM

Additional Information Required: Please attach a schedule if your event includes multiple days and/or varying times.

SET-UP TIME(S) From: 7 AM To: 11 AM	TEAR-DOWN From: 3 PM To: finish
EXPECTED NUMBER OF PARTICIPANTS: 750	
If the event is reoccurring, please submit the past number of participants below.	
2023 NUMBER OF PARTICIPANTS: 550	2022 NUMBER OF PARTICIPANTS: 204

PREVIOUS YEAR DATE/LOCATION: Has this event been previously held?  
(Please check No or Yes below.)

☐ No☒ Yes

Event Name: Waggin in the Woods

Location: Elkhart Environmental Center

Date: Last Sunday of Sept.

## EVENT DESCRIPTION

Please check what type of event this is (Check all that apply) and write a brief description of your event.

☐ Walk/Run

☐ Cultural Event

☒ Other event, please describe:

☐ Art Fair/Festival

☐ Public Rally/March

Family- and dog-friendly event to raise awareness for dog-friendly trails at EEC  
in partnership with Tracking in the Shadows, an Elkhart-based dog-rescue organization

☐ Concert/Performance

☐ Bike Ride

☐ Service

Brief Description of Event:

A family-friendly, dog-friendly event celebration at the EEC. The event will feature a pooch parade, food vendors  
(approved by the Elkhart County Health Dept.), microchipping, nail trims, possible beer garden, and more

Please provide a detailed description of your event. Document(s) with this information or other materials describing this event may be attached.

## PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed

## EVENT LOGISTICS

All event logistics are subject to the approval of the "EPRB." Additionally, certain event features, such as street closures and separate permits from the City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or e-mail [Nancy.Wilson@coel.org](mailto:Nancy.Wilson@coel.org)

### FOOD AND ALCOHOLIC BEVERAGES:

Are you requesting permission to serve and/or sample food and/or beverages?

(Please check the appropriate response.)

☐

No

☐

Yes, to the participants only

☒

Yes, to the general public

No Food or Alcoholic Beverages may be sold on Park Property.

If applicable



Name of Caterer/Vendor: \_\_\_\_\_

IF YES, please describe:

PUBLIC: any public food will only be served by permitted vendors approved by the Health Dept.

Additional Information Required: If you checked "Yes" above, a Short Term Permit is required from the Elkhart County Health Department. Call 574-523-2283. Indicate location where food/beverages will be served on the Site Map.

### TENTS AND CANOPIES

If you plan to erect tents or canopies, describe and give the number of tents and/or canopies, along with the sizes of each. A separate sheet with this information may be attached. All tents and/or canopies must be indicated on the Site Map. The Event Organizer is responsible for any damage caused to City/Park property/facility and must consult "BOW" prior to installation.

**Building and Zoning Clearance Required.**

Will your event feature tents and/or canopies?

(Please check No or Yes below.)

☐

No

☒

Yes



Number of Tents/Canopies: 10+

Tent/Canopy Size(s): 10x10

(If you have multiple tents/canopies with varying sizes, indicate the number with the corresponding size.)

The following is required for tents over 400 square feet (20 ft. X 20 ft.):

Require inspections by the Elkhart City Fire Department. Refer to Indiana Fire Code 3103.2

Utilities must be marked. Call 811 for Utilities to mark the tent area.

Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574-296-9331

Additional Documentation Required: If you checked "Yes" above, please indicate the number of tents with the corresponding size.

Document with this information may be attached. All tents and/or canopies must be indicated on the Site Map.

### VEHICLES

Are you requesting permission to operate staff/supply vehicles on City/"EPRB" service roads for delivery of equipment, supplies, or catering/vending?

☒

No

☐

Yes



Number of Vehicles: \_\_\_\_\_

Vehicle Description(s): \_\_\_\_\_

Are you requesting permission to retain vehicles on-site for the duration of the event?

☒

No

☐

Yes



Number of Vehicles: \_\_\_\_\_

Vehicle Description(s): \_\_\_\_\_

---

## STAGES/PLATFORMS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached. Will your event include the installation of stages/platforms? The "BOW" must approve the location of the stages/platforms.

(Please check No or Yes below.) NO STAGES ARE PROVIDED OR AVAILABLE FROM THE CITY OF ELKHART OR ITS DEPARTMENTS.  
\*May require additional insurance.

☒ No ☐ Yes → Number of Stage(s): \_\_\_\_\_

→ 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.

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## PORTABLE TOILETS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached. All portable toilets must be removed from City/"EPRB" property within 48 hours of event (if the event is on a Saturday or a Sunday, portable toilets must be removed that following Monday). The location must be approved by the City/"EPRB."

ADA-compliant toilets are required for Public Gatherings.

☐ No ☒ Yes → Number of Portable Toilets: 2 AND Number of Accessible ADA Portable Toilets: 2

→ Company/Description(s): undecided

Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of portable toilets on the Site Map

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## FENCING

Will the event include the installation of event fencing by the Event Organizer? The location of the fencing must be approved by the "BOW"/"EPRB."  
(Please check No or Yes below.)

☐ No ☒ Yes → Description: fencing for beer and wine garden a

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.

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## EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

Will the event require Emergency Support Services?  
(Please check No or Yes below.)

☐ No ☒ Yes → K9 unit

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 →

had medical incident last year

Time(s) Requested: \_\_\_\_\_

- |                                     |                   |                           |
|-------------------------------------|-------------------|---------------------------|
| <input type="checkbox"/>            | Ambulance(s)      | Number Requested <u>2</u> |
| <input checked="" type="checkbox"/> | Medic Kubota      |                           |
| <input type="checkbox"/>            | Fire Truck        |                           |
| <input checked="" type="checkbox"/> | First Aid Station |                           |

Please indicate your reason that a Fire Truck may be needed at your Event. Please include any special requests.

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

FENCING: The following are available for a fee. Mark all that are requested:

- |   |   |             |
|---|---|-------------|
| <input checked="" type="checkbox"/> Event Fencing | Number of Sections Requested <u>enough to enclose space</u> | Other _____ |
| <input type="checkbox"/> Snow Fencing             | Number of Feet Requested _____                              | Other _____ |

Additional fees may apply.

### WASTE RECEPTACLES

Will the event require additional waste receptacles? The location of the waste receptacles must be approved by the "BOW"/"EPRB."

(Please check No or Yes below.) Additional fees may apply.

☒ No ☐ Yes →

Will the event require Buildings & Grounds to set up or deliver other equipment? If Yes, please list below.

(Please check No or Yes below.)

☐ No ☒ Yes →

Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of fencing on the site map.

## PARKS DEPARTMENT

EQUIPMENT REQUESTED:

☐ No ☒ Yes →

- |   |   |
|---|---|
| <input type="checkbox"/> Golf Cars                          | ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.) |
| <input checked="" 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 checked="" type="checkbox"/> Trailer (tables/chairs) | ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.) |

**NOTE: Bleachers and Stages are not available for public or private use.**

City Departments Only may request the use of these items.

**POLICE DEPARTMENT**

**POLICE SERVICES:** Please indicate what services you are requesting. Mark all that are requested:

☐ No ☒ Yes  K9 unit \_\_\_\_\_

K9 unit

Please indicate why you feel Police presence may be needed at your Event.

public outreach and education

Additional Information May Be Required.

**STREET DEPARTMENT**

STREET CLOSURES: Will you be requiring closure of City streets for your event?

☒ No ☐ Yes  Street Closing: \_\_\_\_\_

Please mark all that may apply:

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

## OTHER STRUCTURES

Will your event include other structures not identified above? The location of all other structures must be approved by the "EPRB".  
(Please check No or Yes below.)

☒ No ☐ Yes **→** Number of Structures: \_\_\_\_\_

→ Description(s): \_\_\_\_\_

Additional Information Required: If you checked "Yes" above, please indicate the location of all stages/platforms, portable toilets, fencing, barricades and all other structures on the Site Map. Ordering of all equipment must be done by the Event Organizer.

## BOARD OF WORKS PERMITS

(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this information may be attached.  
Are you requesting the use of City Plaza? Use of Central Green Park & Stage Requires additional information and a \$500.00 deposit.

Water:

- ☐ Yes  
☒ No

Electric:

- ☐ Yes  
☒ No

Plaza Sign:

- ☒ Yes  
☐ No

Sign Information: Waggin in the Woods Sept. 29 at Elkhart Environmental Center--family- and dog-friendly!

Bridge Banner:

- ☒ Yes  
☐ No

Please indicate location:

- ☐ Bridge Banner- North Main Street- Memorial Bridge  
☐ Bridge Banner -- Johnson Street

☒ Nappanee

## NOISE ORDINANCE

Will the event require an exception to noise by the Event Organizer?

(Please check No or Yes below.)

- ☐ No ☒ Yes →

Reason: PA system for event announcements; music

Parade and Special Exception to Noise Ordinance:

- ☒ Yes  
☐ No

Public Assembly and Special Exception to Noise Ordinance:

- ☒ Yes  
☐ No

Special Exception to Noise Ordinance:

- ☒ Yes  
☐ No

Persons or entities affected by this special exception to the Noise Ordinance: (required)

EEC residential neighbors

What measures will be taken to mitigate the impact of the Noise exception on surrounding persons (required)

PA and speakers will only be used when necessary for event announcements and kept to a reasonable volume to reduce nuisance impact; music will be kept to a reasonable volume

---

## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

- A. This emergency action plan predetermines actions to take before and during the EVENT in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.
  - B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include but are not limited to Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.
- 

### BASIC PLAN

- A. The emergency action plan event representative will be identified as the point of contact for all communications regarding the event. This person is identified as the primary contact and must be present during the event:

Contact full name (first/last name):

Contact cell number (area code plus number):

---

## EVENT MAPS

### SITE MAP (Required for all Applicants)

Please attach a Site Map clearly indicating the set-up of the event. An example would be the Start/Finish of a walk, run, or race event and/or the set-up area of a festival or cultural event. The Site Map should indicate the relative location of the following; all sources of amplified sound and the direction of the sound; tents and canopies with sizes, stages, promotional vehicles, portable toilets, fencing, barricades, and other structures; proposed driving paths for all equipment and supply vehicles; location of vehicles you wish to retain on "EPRB" property during the event; locations of food and proposed street closures. All site Maps are subject to the approval of "EPRB."

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### ROUTE MAP (Runs, Walks, Bike Rides)

All events that include a run/ walk or other activity in which participants will be following a course will be required to attach a Route Map and a written document of the proposed route of the event. All proposed Route Maps are subject to "EPRB" approval. The use of any outside the Parkways or parks, such as City streets, must be approved by the Board of Public Works.

For a more detailed Route Map, it is recommended to use mapmyrun.com (this is a free website), Bing maps, or Google maps

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## ELKHART COUNTY HEALTH DEPARTMENT

Event Plans must be accompanied by an Elkhart County Health Department Permit for food and beverage. Please contact the Elkhart County Health Department at 574-523-2283.



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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.

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## APPLICANT SIGNATURE

I have read the terms and conditions outlined in this document and the City of Elkhart, City of Elkhart Board of Works, and the City of Elkhart Park & Recreation Board Code of Ordinances and agree to abide by them.

Unless expressly provided for in the permit, Use & Event Permits do not grant the permit holder exclusive rights to park property, including but not limited to any right to restrict access, use, and First Amendment activities of any person on park property open to the general public.

I agree to be bound by the above terms as a condition to the issuance of a Special Event Permit. All payments are due upon the BOW and EPRD final approval.

**THIS DOCUMENT CONTAINS A RELEASE OF ALL CLAIMS AND A WAIVER OF RIGHTS. I HAVE CAREFULLY READ ALL OF ITS TERMS AND RETAINED A COPY OF THIS DOCUMENT FOR MY OWN RECORDS.**

Annie Klehforth

PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

1/22/24  
DATE

Mary Wilson  
WITNESSED: Clerk of the Board of Works

Date 1/24/24

**APPROVED: BOARD OF PUBLIC WORKS**

Date 2/20/24

\_\_\_\_\_  
President

**RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)**

Date \_\_\_\_\_

\_\_\_\_\_  
President or Secretary



## MEMO

To: Board of Elkhart Parks and Recreation

From: Jamison Czarnecki, Superintendent

Date: 2-20-24

Re: Parks Department Report

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### Superintendent's Update (Jamison Czarnecki)

- We are wrapping up our 2023 annual report and it was a extremely impactful year! Here are some initial highlights:
  - Approximately 1,000 program participants
  - Over 68,000 event attendees
  - 189 volunteers for a total of 558 hours worked
  - 30,000 people utilized our aquatic and ice facilities
  - \$289,433 in revenue
  - These numbers reflect a positive increase over the past year, which was an increase over the last few.
- NIBCO Ice Rink's last day of the season for 2024 is February 25<sup>th</sup>. Thank you to all the staff who have worked through the cold days and nights to offer this amenity to the residents.
- Big congratulations to the staff for a successful Frosty 5k! Record numbers that you'll see more about in the events section.
- We are contracting with DLZ for a conceptual design and construction cost estimate for Pierre Moran. This will be complete and delivered by June 6<sup>th</sup>, 2024. We will then have a public feedback process on the design over the summer.
- We are considering a 9 to 18 holes disc golf course to be installed at Lundquist and Island Parks. We will host a public feedback session and host a couple trial days with temporary baskets. We welcome feedback from residents on this.
- We have begun hiring seasonal employees, so please spread the word. Opportunities include umpires, facility managers, concessions attendants, lifeguards, day camp staff, event/program aides, and more! We are also hiring for a full time program assistant.

### Programs and Recreation Report (Luisa Ixmatlahua)

#### Programs Ended Since Last Meeting:

- "Tuesday Night BINGO," at Willowdale Pavilion for adults. We had 77 registered participants.
- "Family Winter Games," at NIBCO Water and Ice Park, was for all ages. We had 6 families registered.
- "Youth Watercolor Class," at Studebaker Pavilion for ages 5-13. We had 6 registered.

#### Current Programs



- “Passport Program” open to the public.
- “Futsal,” at Elkhart Health and Aquatics for ages 12-18 from 4:30-6:00 pm program runs from December 5-February 27. We currently have 20 registered.
- “Volleyball,” at Elkhart Health and Aquatics for ages 13 and over from 6:00-8:00 pm, runs from December 1-February 23. We currently have 53 participants.
- “Skate Lesson” at NIBCO Water and Ice Park for ages 5-12 from 5:30-6:30 pm. The program runs from December 6-February 20. We currently have 17 registered.
- “Intro to Recreational Sports” at Tolson Community Center for youth from 2:30-5:30 pm. The program runs from January 8 to May 31.
- “Landscape Watercolor Series” at Studebaker Pavilion from 6:00-7:30 pm. The program runs Tuesdays from February 13-February 27.

#### Events Report (Sherry Krask)

- Our fourth and final Winter Farmers Market Pop-Up took place on February 17<sup>th</sup> at High Dive Pavilion. We are planning on sending a post-event survey to all participating vendors to gauge their experience and decide whether we will continue this addition to our event calendar next year.
- On February 10<sup>th</sup> we had the record-breaking 15<sup>th</sup> annual Frosty 5. We hosted over 340 runners, compared to 177 in 2023. We are grateful for our partnership with Stone Soup Promotions and were thrilled with the event and its turnout.
- This year we brought back the Frozen Skate after a two year hiatus. We sold tickets for the event at \$10 per person and hosted two different sessions for families to enjoy. In total, we had 228 attendees with both pre-sold tickets and on the day admissions.
- We had to reschedule the highly awaited Eras Skate to January 20<sup>th</sup>. For the two sessions, we hosted 403 attendees at the decorated NIBCO Ice Rink. We made 100 friendship bracelets for the first 50 attendees that attended both sessions.

#### Volunteers Report (Maddy Gordon)

- We want to give a sincere thank you to all of the 18 volunteers who joined us for the Frosty on February 10<sup>th</sup> who volunteered a total of 54 hours. We could not have done the event without them and are grateful for the time they gave.
- Our adopt-a-park signs have come in from production and we are excited to get those out in the parks that were adopted last year.

#### Ranger Report (Ranger Nhim Danh)

**January 1-31, 2023**

#### **Citations**

- None written.

*The Honorable*  
**Rod Roberson**  
*Mayor*

**Jamison Czarnecki**  
*Parks Superintendent*



***Parks & Recreation***  
1320 Benham Ave.  
Elkhart, IN 46516

574.295.7275  
Fax: 574.522-7808

**Various Park Activities and number of people participating.**

- Baseball/Softball (0), Basketball (3), Biking (6), Boating/Kayak (0), Dancing/Music (0), Fishing (0), Football (0), Grilling/Picnic (0) Parking/Sitting (116), Playground (8), Pickleball (0), Scooter (4), Skateboarding/Rollerblading (19), Soccer (0), Tennis (0), Walking/Jogging (66), Dog Walking (15), Ice Skating (21). Grand Total of **262** patrons.

**Events**

- January 4<sup>th</sup>, 2024 – Ranger Nhim attended the Homeless Coalition held at the Elkhart Public Library.

**Damage**

- None.

**Other**

- January 22<sup>nd</sup>, 2024 – I, Ranger Nhim, responded to a call regarding trespassers at Ideal Beach. When I arrived, two Elkhart Police officers were there and caught up with the two individuals accused of trespassing. They claimed to be looking for their dog. No damages were found at the property. I suggested issuing the two individuals a warning for the incident. The two officers agreed that was the best course of action.

**## End of Report ##**