

# **PARK BOARD AGENDA**



## **MEETING SCHEDULE**

Tuesday, March 19, 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**

- February 20, 2024

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

- Claims - \$28,281.81
- Donations - \$45
- Grants - \$

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

- a. Chip Tallman- Report from the Forestry Division
- b. Proposal- DLZ Pierre Moran Pool Pre-Planning Study
- c. Memo- Woodlawn Nature Center Utilities
- d. Entertainment Contracts
- e. MOU Dahlia Society
- f. Partnership Agreement- Elkhart Public Library Passes
- g. Partnership Agreement- Goshen Health Mobile Gardening

### **7. OLD BUSINESS**

- a. None

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

- a. All Fathers Matter- 6/16/24 @ Willdale Pavilion & Park
- b. Flags From the Heart- 5/24/24 to 5/27/24 @ Lundquist/Bicentennial Park
- c. First Fridays- 5/3; 6/7; 7/5; 8/2; 9/6 @ Roosevelt Park
- d. Taste of Black Excellence- 6/1/24 @ Ullery Park
- e. EPD Peace Officer Memorial Service- 5/15/24 @ Kardzhali Park
- f. Farmers Market- 5/9/24 to 9/28/24 @ Kardzhali Park
- g. Fish Fest- 6/1/24 @ High Dive Park
- h. Truma Clean Up- 4/20/24 @ High Dive Park

### **9. DEPARTMENT REPORT**

# **PARK BOARD AGENDA**

## **10. CORRESPONDENCE**

**ADJOURNMENT**

**NEXT REGULAR PARK BOARD MEETING APRIL 16, 2024, COUNCIL CHAMBERS.**

# City of Elkhart Parks & Recreation Park Board Minutes



**DATE:** February 20, 2024

**TIME:** 5:00 PM

City of Elkhart Parks & Recreation  
Annex Conference Room

**LOCATION:** 201 S. 2<sup>nd</sup> Street, Elkhart, IN 46516

## Call to Order at 5:00 PM.

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

Nekeisha Alayna Alexis President	Christopher Baiker Vice President	Sarah Santerre Secretary	Bil Murray Treasurer
<b>Absent</b> <b>Eric Trotter, Proxy</b>	<b>Absent</b> <b>Joe Foy, Proxy</b>		

### 2. Approval of Agenda

Motion to Approve Agenda

Motion: ET

Second: BM

Motion passes with unanimous voice vote

### 3. Approval of Minutes

January 16, 2024

Motion: BM

Second: ET

Motion passes with unanimous voice vote

### 4. Approval of Financials

**Claims: \$45,600.25**

**Donations: \$3,340**

**Grants: \$0**

Motion to discuss, approve, and place on file

Motion: JF

Second: ET

Motion passes with unanimous voice vote

Mr. Foy inquires if the canoe purchase is an annual purchase.

Mr. Czarnecki states that this purchase was to replace some older canoes as the Department is looking to do more programming with them. He anticipates this purchase would be along the lines of once every ten years.

### 5. New Business

#### a. Matthew Moyers

Mr. Moyers, Special Projects Manager, informs the Board that he is working on a project he wants to inform them about. He is working on department manuals and will bring them to the Board for approval when finished. He is available to answer questions at any time.

# City of Elkhart Parks & Recreation

## Park Board Minutes



**b. Entertainment Contracts**

Ms. Krask presented the Board with nine entertainment contracts. Six are for Rhapsody Arts and Music Festival entertainment, and three are for Summer Chill entertainment. The Legal Department has reviewed the contracts, and the bands have all signed them.

Mr. Foy inquires how the bands are chosen. Ms. Krask states that bands are submitted throughout the year, and the department tries to select diverse acts.

**Motion to approve**

Motion: BM

Second: ET

Motion passes with unanimous voice vote

**c. Lamar Billboard Contract**

Ms. Krask states that the contract is for a billboard for the Elkhart Farmers Market, located at 215 Prairie Street.

**Motion to approve**

Motion: JF

Second: BM

Motion passes with unanimous voice vote

**d. JPR Structural Engineering Investigation at Woodlawn Nature Center**

Mr. Czarnecki states that the Department is looking to progress with improvements and programming at Woodlawn Nature Center. JPR will be doing a structural analysis.

**Motion to approve**

Motion: JF

Second: BM

Motion passes with unanimous voice vote

**e. Play it Again Sports Quote**

Mr. Czarnecki states that the Department will be doing some disc golf programming, so the quote is for nine disc golf holes.

**Motion to approve**

Motion: BM

Second: ET

Motion passes with unanimous voice vote

**f. Michiana Rental Contract**

Ms. Krask states the contract is for a tent used at the Frosty Five Run. Due to the record number of runners this year, the pavilion capacity was exceeded. Ms. Alexis already signed the contract due to the sudden need.

**Motion to ratify**

Motion: JF

Second: ET

Motion passes with unanimous voice vote

**g. 2024 Use and Event Permit**

Ms. Rivera requests that the Board table this item.

**Motion to table**

Motion: JF

Second: BM

Motion passes with unanimous voice vote

**h. MOU Dwight Weber & Nic Cron**

Mr. Czarnecki states that this is executive training for Mr. Cron.

**Motion to approve**

Motion: JF

Second: ET

Motion passes with unanimous voice vote



# City of Elkhart Parks & Recreation

## Park Board Minutes



### 6. Old Business

- a. None

### 7. Use and Event Permit

- a. **Community Easter Egg Hunt – March 30, 2024 – Walker Park**

Ms. Matthews is unable to present her permit due to a medical emergency. Ms. Kobie informs the board that this is the event's second year, and the City Event Committee has approved it.

**Motion to approve**

Motion: ET

Second: BM

Motion passes with unanimous voice vote

- b. **First Fridays Community Fest – Various Dates – Ullery Park**

Ms. Spencer is unable to attend the meeting. The Board asks to table the permit until Ms. Spencer can attend.

**Motion to table**

Motion: JF

Second: SS

Motion passes with unanimous voice vote

- c. **EPD 5K-9 Run – May 18, 2024 – American Park & RiverWalk**

Cpl. Jared Davies presents the permit. This is an annual event held by the Elkhart Police Department.

**Motion to approve**

Motion: BM

Second: ET

Motion passes with unanimous voice vote

- d. **Stemm Lawson Peterson Memorial Walk – May 18, 2024 – Walker Park**

Ms. Sally Nielsen of Stemm Lawson Peterson Funeral Home presents the permit. This is the fourth year for the event. It is open to all families that the funeral home has served.

**Motion to approve**

Motion: JF

Second: ET

Motion passes with unanimous voice vote

- e. **A Taste of Black Excellence – June 1, 2024 – Roosevelt Park**

Ms. Spencer is unable to attend the meeting. The Board asks to table the permit until Ms. Spencer can attend.

**Motion to table**

Motion: JF

Second: ET

Motion passes with unanimous voice vote

- f. **Pollinator Promenade – July 13, 2024 – Stage Use Only**

Ms. Annie Klehforth of The Elkhart Environmental Center presents the permit. The EEC is requesting the use of the stage for their event.

**Motion to approve**

Motion: JF

Second: ET

Motion passes with unanimous voice vote

- g. **EnviroFest – August 10, 2024 – Island Park**

Ms. Klehforth presents the permit. This is the 27th year for the event, which will feature environmentally focused booths, food vendors, a kids' area, and a silent auction.

**Motion to approve**

Motion: ET

# City of Elkhart Parks & Recreation

## Park Board Minutes



Second: JF

Motion passes with unanimous voice vote

### h. **Rockin' the Rails – August 24, 2024 – Stage Use Only**

The Railroad Museum is requesting the use of the stage for their event.

**Motion to approve**

Motion: JF

Second: BM

Motion passes with unanimous voice vote

### i. **Waggin' in the Woods – September 29, 2024 – Risers use only**

The EEC is requesting the use of the risers for their event.

**Motion to approve**

Motion: JF

Second: BM

Motion passes with unanimous voice vote

## 8. **Department Report**

Mr. Czarneci reports that NIBCO Water and Ice Park will be closing for the season this weekend. Conceptual designs for Pierre Moran Pool are coming. Seasonal hiring has started for the summer. Ms. Ixmattlahua provides programming updates. Bingo was successful. Futsal and volleyball are being extended for another month at Beacon Heath and Fitness. The Tolson Sports Club sees an average of 20 to 30 participants daily.

Ms. Krask provides event updates. The last Winter Farmers Market was last weekend. Vendors are being surveyed for feedback on the winter markets. The Frosty Five Run had over 340 runners. Theme skates were successful at NIBCO Water and Ice Park. The Eras Skate and the Frozen Skate were both very popular.

Ms. Krask provides volunteer updates. The Frosty Five Run had 18 volunteers who worked 54 hours total. Adopt a Park signs are in and will be installed in adopted parks.

Ranger Danh provides Park Ranger updates.

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

Mrs. Santerre opens the privilege of the floor.

Mrs. Santerre closes the privilege of the floor.

## 10. **Approval for Adjournment**

Motion to adjourn

Motion: JF

Second: ET

Motion passes with unanimous voice vote

Adjourn 5:48 pm

### **PARKS & RECREATION STAFF MEMBERS IN ATTENDANCE**

Jamison Czarneci, Superintendent Luisa Ixmattlahua-Garay, Program Coordinator Nick Cron, Operations Manager Nhim Danh, Lead Park Ranger	Sherry Krask, Event Coordinator Jennifer Kobie, Recording Secretary Matthew Moyers, Special Projects Manager
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### **ADDITIONAL CITY EMPLOYEES AND GUESTS IN ATTENDANCE**

Ms. Sally Nielsen Ms. Annie Klehforth, EEC, via Webex	Ms. Rose Rivera, Legal Department Councilwoman Latonya King, Council Liaison	Cpl. Jared Davies, K-9 Unit
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# City of Elkhart Parks & Recreation Park Board Minutes

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## Minutes Certification:

Respectfully Submitted,

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Park Board President                      Nekeisha Alayna Alexis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Park Board Secretary                      Sarah Santerre

\_\_\_\_\_  
Date

# Donations for February 2024

\$25- Dog Park

\$20- Frosty 5K

**CITY OF ELKHART, INDIANA**  
**STANDARD FORM OF AGREEMENT**  
**FOR PROFESSIONAL SERVICES**  
**(Edition 2020)**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”)

between The City of Elkhart, Indiana, acting by and through its Parks & Recreation Park Board (“OWNER”) and DLZ Indiana, LLC, 2211 East Jefferson, South Bend, IN 46615 (“Engineer”).

For the following Project: Pierre Moran Pool Pre-Planning Study (“Project”).

OWNER and Engineer agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

*1.01 Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in **Exhibit A**.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

*2.01 General*

- A. OWNER shall have the responsibilities set forth herein and in **Exhibit B**.
- B. OWNER shall pay Engineer as set forth in **Exhibit C**.

C. OWNER shall make available to Engineer reports, studies, regulatory decisions, programs, instructions, data, and other written information relating to the Services. Engineer may rely upon said documents without independent verification unless advised by the OWNER that verification may be needed such as information from “record drawings” and GIS.

**ARTICLE 3 – DEFINITIONS**

*3.01 Defined Terms*

A. The terms used in this Agreement and Exhibits, including the singular and plural forms, have the meanings indicated in the following provisions:

1. *Additional Services* – The services to be performed for or furnished to OWNER by Engineer in accordance with **Exhibit A**, Part III, of this Agreement.

2. *Basic Services* – The services to be performed for or furnished to OWNER by Engineer in accordance with **Exhibit A**, Part II, of this Agreement.

3. *Conflict of Interest* - Conflict of interest means that because of other activities or relationships with other persons, a person or entity is unable or potentially unable to render impartial assistance or advice to the City, or the person's or entity's objectivity in performing the contract work is or might be otherwise impaired, or a person or entity has an unfair competitive advantage.

4. *Construction Cost* – The cost to OWNER of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to **Exhibit B** of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

7. *Engineer* – The authorized representative of DLZ Indiana, LLC. Term applies to employees of DLZ Indiana, LLC who are Architects, Landscape Architects, Engineers, Surveyors, Scientists and other individuals who furnish services with respect to this Project.

8. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

9. *Documents* – Data, reports, Drawings, Specifications, record drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Contractor to OWNER pursuant to this Agreement.

10. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

11. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective. If no such date is indicated, it means the date on which the last party duly executes this Agreement.

12. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, and authorities.

13. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

14. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the construction phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER.

15. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

16. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that OWNER furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, OWNER's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to OWNER pursuant to **Exhibit B** of this Agreement.

17. *Work* – The entire construction or the various identifiable parts required to be provided under the contract documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the contract documents.

## ARTICLE 4 – SCHEDULE FOR RENDERING SERVICES

### 4.01 *Commencement*

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

### 4.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in **Exhibit A** and are hereby agreed to be reasonable. The payment of Engineer's fees as set forth in this Agreement are conditioned upon the completion of all Documents no later than schedule stated in **Exhibit A**, Part IV of this Agreement.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, shall be extended for the period of such delay or OWNER shall authorize Engineer to work overtime to make up such lost time, and Engineer's compensation shall be adjusted equitably.

C. If, through no fault of OWNER, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services are impaired, or Engineer's services are delayed by reason of any error, inconsistency or omission of Engineer, Engineer shall compensate OWNER for and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay, but only to the extent such costs, expenses, liabilities or damages exceed ten percent (10%), in the aggregate of Engineer's compensation. In addition, Engineer shall provide all necessary services at its own cost, including any overtime costs and expenses, required to make up time lost to OWNER because of such delay.

D. If OWNER authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be mutually agreed upon by the parties.

E. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

## ARTICLE 5 – INVOICES AND PAYMENTS

### 5.01 *Invoices*

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of **Exhibit C**, and in a manner acceptable to OWNER. Engineer shall submit its invoices to OWNER no more than once per month along with reasonable supporting detail. OWNER shall pay approved amounts no later than 40 days after receipt or as OWNER's standard practices allow.



## 5.02 *Payments*

A. Prior to final payment to Engineer, Engineer shall furnish evidence satisfactory to OWNER that there are no claims, obligations or liens outstanding in connection with its services. Acceptance of final payment shall constitute a waiver of all claims by Engineer for compensation for its services.

B. Should there be any claim, obligation or lien asserted before or after final payment is made that arises from Engineer's services, Engineer shall reimburse OWNER for any costs and expenses, including attorneys' fees, costs and expenses, incurred by OWNER in satisfying, discharging or defending against any such claim, obligation or lien, including any action brought or judgment recovered, provided OWNER is making payments or has made payments to Engineer in accordance with the terms of this Agreement.

C. Should Engineer or its consultants fail to perform or otherwise be in default under the terms of this Agreement, OWNER shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect the OWNER from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

D. Engineer's expense records shall be maintained in accordance with generally acceptable accounting principles and shall be available to OWNER at mutually convenient times for all services to be compensated on the basis of actual cost.

## **ARTICLE 6 – ESTIMATE OF COST**

### 6.01 *Construction Cost Estimate*

A. Engineer's estimate of the Construction Cost is made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. It is understood, however, that the Engineer does not have control over the cost of labor, materials, or equipment, and does not warrant that bids or negotiated prices will not vary from the estimate of the Construction Cost.

### 6.02 *Designing to Construction Cost Limit (not Applicable).*

## **ARTICLE 7 – GENERAL CONSIDERATIONS**

### 7.01 *Standards of Performance*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer 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. Engineer shall be responsible to OWNER for the costs of any errors or omissions of the Engineer or of consultants retained by Engineer.

B. OWNER shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in OWNER-furnished information.

C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to written approval of OWNER. The retention of such Consultants shall not reduce the Engineer's obligations to OWNER under this Agreement.

D. Subject to the standard of care set forth in Paragraph 7.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and OWNER shall comply with applicable Laws and Regulations. Engineer shall comply with OWNER-mandated standards that OWNER has provided to Engineer in writing.

F. Engineer shall not be required to sign any documents that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. OWNER agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

G. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

I. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of Engineer.

J. All Contract Documents and Applications for Payment shall be subject to OWNER approval.

K. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other construction phase services, then (1)

Engineer's services under this Agreement shall be deemed complete no later than the end of the bidding phase; (2) Engineer shall have no shop drawing review obligations during construction; (3) OWNER assumes all responsibility for contract administration, construction observation and review, and all other necessary construction phase engineering and professional services; and (4) the interpretation of the bid documents remains the Engineer's responsibility-

#### *7.02 Use of Documents*

A. Upon the making of final payment to Engineer, OWNER shall receive ownership of the property rights of all the Documents prepared, provided or procured by Engineer or by consultants retained by Engineer. All Documents prepared, provided or procured by Engineer or by consultants retained by Engineer shall be distributed to OWNER. All Documents whether printed or electronic media format, and including AutoCAD drawings, shall be provided to OWNER at any time upon the OWNER's request. If this Agreement is terminated pursuant to Paragraph 7.04.B, OWNER shall receive ownership of the property rights of the Documents upon payment for all services rendered according to this Agreement, at which time, OWNER shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project. OWNER shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. OWNER may use, reproduce or make derivative works from the Documents for extensions of the Project or other projects without the prior authorization of Engineer or its consultant. However, OWNER's use of the Documents for derivative work without Engineer's authorization or involvement is at OWNER's sole risk unless negligence of the Engineer's work is the cause of any damages.

C. Similarly, Engineer shall obtain from its consultants' property rights and rights of use that correspond to the rights given by Engineer to OWNER in this Agreement.

D. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

E. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

F. The Engineer may not use the information gathered or the Documents created for this Project at the OWNER's expense without the written consent of the OWNER.

### 7.03 Insurance

A. Before commencing its services and as a condition of payment, Engineer shall procure and maintain insurance as set forth in **Exhibit D**, “Insurance”, which will protect it from claims arising out of the performance of its services under this Agreement, whether such services are provided by Engineer or by any of its consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Engineer shall cause OWNER to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Engineer shall require its consultants to maintain Comprehensive General Liability, Automobile Liability, Workers Compensation and Professional Liability coverage with a company satisfactory to OWNER and with limits acceptable to OWNER.

C. Engineer shall maintain Professional Liability insurance with a company satisfactory to OWNER for claims arising from any negligent act, error, or omission of Engineer under this Agreement, which shall be a practice policy written for the amounts set forth in **Exhibit D**, “Insurance” with a deductible or a self-insured retention not to exceed \$500,000. The Professional Liability insurance shall contain prior acts coverage sufficient to cover all services performed by Engineer for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Engineer. The deductible shall be paid by Engineer.

D. Engineer shall deliver to OWNER certificates of insurance evidencing the coverages indicated in **Exhibit D**, and a copy of its Professional Liability policy. Such certificates and policy shall be furnished prior to commencement of Engineer’s services and at renewals thereafter during the life of the Agreement. No policy shall be cancelled or modified without thirty (30) days prior written notice to OWNER. Such requirement for prior written notice does not apply to modifications caused by claims made against the policy. Engineer and its Professional Liability insurance carrier shall notify OWNER within thirty (30) days of any claims made or loss expenses incurred against the Professional Liability policy. OWNER shall have the right to notify directly Engineer’s Professional Liability insurance carrier of a claim against the policy.

### 7.04 Suspension and Termination

#### *A. Suspension.*

1. By OWNER: OWNER may suspend the Project upon seven days written notice to Engineer.

2. By Engineer: If Engineer’s services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven (7) days written notice if OWNER demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven (7) days written notice if the Engineer's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Engineer's control.

2. For convenience,

a. By OWNER effective upon Engineer's receipt of notice from OWNER.

*C. Effective Date of Termination.* The terminating party under Paragraph 7.04B may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

*D. Payments upon Termination.* In the event of any termination under Paragraph 7.04, Engineer will be entitled to invoice OWNER and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

*E. Delivery of Project Materials to OWNER.* Prior to the effective date of termination, the Engineer will deliver to OWNER copies of all completed Documents and other Project materials for which OWNER has compensated Engineer.

#### *7.05 Controlling Law*

A. This Agreement shall be governed by the law of the State of Indiana.

#### *7.06 Successors, Assigns, and Beneficiaries*

A. OWNER and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and Engineer (and to the extent permitted by Paragraph 7.06B the assigns of OWNER and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and Engineer and not for the benefit of any other party.

#### *7.07 Dispute Resolution*

A. OWNER and Engineer agree to make a good-faith effort to resolve any claim, dispute or other matter in question arising out of or related to this Agreement by formal negotiation between authorized representatives of each party. Formal negotiations shall take place at a mutually acceptable time and place within fifteen (15) days of notice. Formal negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence.

B. All applicable statutes of limitation and defenses based on the passage of time shall be tolled during the formal negotiation process.

C. Any changes to the Agreement resulting from formal negotiation shall be incorporated into the Agreement by addendum.

D. Any claims not resolved through formal negotiation may be subject to litigation at the discretion of the aggrieved party.

#### *7.08 Environmental Condition of Site*

A. OWNER represents to Engineer that to the best of its knowledge, no known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern are located at or near the Site, including type, quantity, and location.

B. If Engineer encounters an undisclosed Constituent of Concern, Engineer shall notify the OWNER and the appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

### *7.09 Indemnification by Engineer*

A. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless OWNER, and OWNER's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of contractors, engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, death, or to damage to or destruction of tangible property (including any resulting loss of use), but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants.

### *7.10 Conflict of Interest –*

A. The Engineer acknowledges and agrees that it does not have a current Conflict of Interest, as defined in Section 3.01, with the OWNER and will not have a Conflict of Interest with the OWNER during the term of this Agreement, regardless of whether that Conflict of Interest is real or perceived.

B. The Engineer further acknowledges and agrees that the Engineer and its Consultants are not currently providing any services to any third parties and will not provide services for at least twenty-four (24) months after the Project is completed that will financially benefit the Engineer and/or its Consultants directly or indirectly.

C. The OWNER, in its sole discretion, may waive a Conflict of Interest if the Engineer notifies the OWNER of the conflict and fully discloses the nature of the conflict before the effective date of this Agreement.

D. If the Engineer fails to disclose a Conflict of Interest before the effective date of this Agreement, the OWNER may terminate this Agreement as provided in paragraph 7.04.

E. If the Engineer or its Consultants breach Subsection 7.10(B), the OWNER may disqualify the Engineer from bidding or quoting on any future projects by the OWNER or reject any bids or quotes by the Engineer as not responsible.

F. If the Engineer disputes the determination of the OWNER's designated representative that the Engineer has a Conflict of Interest, the Engineer may appeal the designated representative's determination to the Board of Public Works. The Board of Public Work's decision on the matter shall be final.

### *7.11 Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival*. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability*. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver*. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims*. To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of final payment.

F. The provisions of this Agreement shall be construed according to the laws of the State of Indiana. Any action arising under this Agreement shall be brought in the Federal District Court for the Northern District of Indiana, or the Circuit or Superior Court of Elkhart County, Indiana.

## ARTICLE 8 – E-VERIFY REQUIREMENT

### 8.01 *Terms*

All terms defined in I.C. § 22-5-1.7 *et seq.* are adopted and incorporated into this section.

### 8.02 *Enrollment and Participation*

A. Pursuant to I.C. § 22-5-1.7 *et seq.*, Engineer shall enroll in and verify the work-eligibility status of all of its newly hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.

B. Engineer shall provide OWNER with documentation that it is enrolled and participating in the E-Verify program.

### 8.03 *Affidavit*

A. Engineer is required to execute an affidavit affirming that: (i) it is enrolled and participating in the E-Verify program, and (ii) it does not knowingly employ any unauthorized aliens. Refer to **Exhibit E**.

B. This Agreement shall not take effect until said affidavit is signed by Engineer and delivered to OWNER along with the documentation of the E-Verify program enrollment and participation.



#### 8.04 *Subcontractors*

A. Should Engineer subcontract for the performance of any work under this Agreement, the Engineer shall require any subcontractor to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor is enrolled and participating in the E-Verify program.

B. Engineer shall maintain a copy of such certification for the duration of the term of any subcontract.

C. Engineer shall also deliver a copy of the subcontractor certification to the OWNER within seven days of the effective date of the subcontract.

#### 8.05 *Employment of Unauthorized Aliens*

A. If Engineer, or any subcontractor of Engineer, knowingly employs or contracts with any unauthorized alien, or retains an employee or contract with a person that the Engineer or subcontractor subsequently learns is an unauthorized alien, Engineer shall terminate the employment of or contract with the unauthorized alien within thirty (30) days.

B. Should the Engineer or any subcontractor of Engineer fail to terminate the employment of, or contract with, the unauthorized alien within thirty (30) days, OWNER has the right to terminate this Agreement without consequence.

#### 8.06 *When E-Verify is not Required*

A. The E-Verify program requirements of this Agreement will not apply should the E-Verify program cease to exist.

*The remainder of this page intentionally left blank.*

## ARTICLE 9 – EXHIBITS AND SPECIAL PROVISIONS

### 9.01 *Exhibits Included*

**Exhibit A:** “Engineer’s Services,” consisting of six (6) pages.

**Exhibit B:** “OWNER’s Responsibilities,” consisting of one (1) page.

**Exhibit C:** “Payments to Engineer for Services and Reimbursable Expenses,” consisting of one (1) page.

**Exhibit D:** “Insurance,” consisting of one (1) page.

**Exhibit E:** “Affidavit of E-Verify Enrollment and Participation” consisting of one (1) page.

**Exhibit F:** “Certification Statement Regarding Investments in Iran,” consisting of one (1) page.

**Exhibit G:** “City of Elkhart, Indiana - Title VI Policy”, consisting of two (2) pages.

**Exhibit H:** “Project Area Map and Facility Aerial Image – Pierre Moran Pool” consisting of two (2) pages.

### 9.02 *Total Agreement*

A. This Agreement constitutes the entire agreement between OWNER and Engineer for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument.

### 9.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and OWNER shall designate specific individuals to act as Engineer’s and OWNER’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

### 9.04 *Suspension and Debarment*

A. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state department or agency. Necessary certification forms shall be provided by the OWNER.

### 9.05 *Investments in Iran*

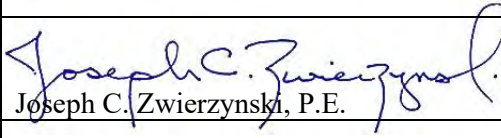
A. The Engineer shall sign a certification statement regarding investments in Iran, and said statement is incorporated herein. Refer to **Exhibit F**.

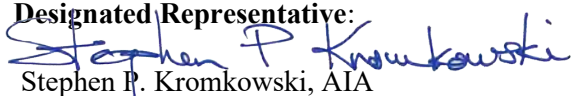
#### 9.06 Title VI Notice

A. The Engineer shall sign an acceptance certification statement regarding Title VI notification and compliance with the City of Elkhart's Title VI Policy during the duration of this agreement, and said statement is incorporated herein. Refer to **Exhibit G**.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER: City of Elkhart, Indiana, acting by and through its Parks & Recreation Park Board.		ENGINEER: DLZ Indiana, LLC	
By:		By:	 Joseph C. Zwierzynski, P.E.
Title:		Title:	Chief Operating Officer
Date Signed:		Date Signed:	1/31/2024
Attest:		Engineer License or Certification No.:	PE60020742
Clerk		State of:	Indiana
<b>Address for giving notices:</b>		<b>Address for giving notices:</b>	
Elkhart City Parks and Recreation		DLZ Indiana, LLC	
229 S. Second Street		2211 East Jefferson Blvd.	
Elkhart, Indiana 46516		South Bend, IN 46615	

<b>Designated Representative:</b>		<b>Designated Representative:</b>  Stephen P. Kromkowski, AIA	
Title:		Title:	Vice President
Phone Number:		Phone Number:	574-236-4400
Facsimile Number:		Facsimile Number:	
E-Mail Address:		E-Mail Address:	skromkowski@dlz.com

This is **EXHIBIT A**, consisting of six (6) pages, referred to in and part of the  
**Agreement between OWNER and Engineer for Professional Services**

## **ENGINEER'S SERVICES**

### **PART I - PROJECT DESCRIPTION**

#### **PROJECT APPROACH**

The Project will be developed to include:

- |  |                                     |
|--|-------------------------------------|
| 1. Project Management and Coordination                 | 5. Site Analysis and Masterplan     |
| 2. Confirmation and Documentation of Existing Facility | 6. Concept Development              |
| 3. Program of Space Assessment                         | 7. Opinion of Probable Project Cost |
| 4. Asbestos Inspection Report                          | 8. Project Schedule                 |
|  | 9. Final Report                     |

#### **PROJECT OVERVIEW**

The project includes the development of the Pre-Planning Study for Capital Improvements at the City of Elkhart's Pierre Moran Pool, located at 119 W. Wolf Avenue, Elkhart, IN 46516.

The existing Pool Building is a single-story structure without a basement and is approximately 7,000 gross square feet. Date of construction is unknown; architectural style indicates circa 1960s/1970s. Construction is composed of concrete slab on grade, load-bearing CMU exterior walls with brick masonry, and low-slope roof with oversized wood fascia supported by wood beams. The building houses Administration/Employee space, Concessions, Changing Areas, Bathrooms/Shower, Storage, and Pool Equipment functions.

The Pool site includes an outdoor 3-5 foot deep recreational pool with zero-depth entrance and corkscrew waterslide feature, outdoor ten foot deep with lap area, and hardscape areas for gathering and socializing. Refer to **Exhibit H**.

It is the intent of this project to document the existing conditions of the Pierre Moran Pool facility, identify the anticipated future needs, provide an opinion of estimated Project cost, and project schedule associated with improvements. A Program of Space document will be prepared that reflects the spatial components of the building. An Assessment Report of the discovered findings will be prepared. The report will include an overall masterplan that reflects modifications and additions to the existing site and amenities.

This Project will include Pre-Planning Services only. Design, Bidding, Construction Administration and Project Representation during Construction Administration will be addressed separately, potentially as a modification to this agreement. Project Delivery has not been determined at this time.

The project budget and Total Project Cost for construction activities has not been established. Findings of this pre-planning study with associated cost opinion will assist the Owner in determining an overall project budget for construction activities and final scope of work.

## PART II - BASIC SERVICES

### **ENGINEER'S SCOPE OF SERVICES**

DLZ will provide the services of qualified professionals to perform the identified services.

#### **1. PROJECT MANAGEMENT AND COORDINATION**

- A. ENGINEER will identify a Project Manager who will perform project management and coordination services for work associated with the other services identified herein.
- B. The Project Manager will serve as the primary point of contact between the OWNER and ENGINEER's Design Team.
- C. The Project Manager will gather, and coordinate information developed and required of ENGINEER's personnel and sub-consultants.
- D. The Project Manager will maintain project records and documentation of project development.
- E. The Project Manager will facilitate Project Meetings and record and distribute Meeting Minutes.
- F. The Project Manager will keep the OWNER informed of project development, including requests for information that may develop during the course of the project.
- G. The Project Manager will submit invoices and a progress report describing work performed to-date on a monthly basis.

#### **2. CONFIRMATION AND DOCUMENTATION OF EXISTING FACILITY**

- A. It is understood that there are no existing drawings, specifications, or other documents relating to the construction or existing condition of the Pierre Moran Pool facility and site.
- B. ENGINEER will record field measurements of the existing building in order to proceed with Program of Space Assessment and Conceptual Design services. Field documentation will be non-destructive, confirm general configuration, construction systems, and placement of observed conditions, including walls, doors, windows, and major equipment.
- C. Drawings of the floor plans and elevations will be made available to the OWNER. These drawings will not be considered "As Built" drawings, but will be close approximations created solely for Conceptual Design purposes. Drawing format will include hard copy and electronic copy (PDF and AutoCad).

#### **3. PROGRAM OF SPACE ASSESSMENT**

- A. ENGINEER will meet with the OWNER and the Parks & Recreation personnel.
- B. The Space Needs Study shall develop an inventory of the size and use of each space, identify potential operational inefficiencies, and discuss proposed modifications to meet the identified needs. Information gathered shall be referenced with industry standards for each room's particular use to confirm project parameters. Upon the completion of this phase, written documentation will be prepared to include the following:

- 1) project goals and objectives.
- 2) existing rooms/spaces and their use/function.
- 3) future spatial needs including room/area names and anticipated staffing requirements.
- 4) preferred spatial organization, room/area adjacencies, and staff & public circulation.
- 5) identifies room's name, use, number of occupants, and assignable square feet of existing and proposed spaces.

#### **4. ASBESTOS INSPECTION REPORT**

- A.** ENGINEER shall utilize an Indiana Department of Environmental Management (IDEM) accredited Asbestos Building Inspector to perform an asbestos inspection of the existing building.
- B.** The asbestos inspection will be performed in accordance with the requirements set forth by the federal National Emission Standard for Hazardous Air Pollutants (NESHAP) asbestos regulations contained in the Code of Federal Regulations, Title 40, Part 61, Subpart M, (40 CFR 61, Subpart M).
- C.** The purpose of the asbestos inspection will be to document the location, quantity, and the presence of asbestos containing materials required to be removed prior to the construction activities.

#### **5. SITE ANALYSIS AND MASTERPLAN**

- A.** Inventory physical characteristics of the site. Aerial photography and other Owner-provided or public information documents will be used.
- B.** Develop a conceptual design of the overall site, including location of new exterior amenities and building footprint. A Site Plan will illustrate the proposed development for OWNER to review and comment.
- C.** Review OWNER's comments and finalize Conceptual Design for the Final Report.

#### **6. CONCEPT DEVELOPMENT**

- A.** Develop up to three conceptual design options based on the OWNER-approved Program of Space Assessment phase.
- B.** Floor plans, exterior elevations, and other graphical images as needed will be developed to communicate the proposed development for OWNER to review and comment.
- C.** Meet with the OWNER and the City of Elkhart Parks & Recreation Department to review conceptual design options and masterplan. Based on OWNER's comments, select one concept or combination of concepts that most responds to the OWNER's needs.
- D.** Review OWNER's comments and finalize Conceptual Design for the Final Report.

## **7. OPINION OF PROBABLE PROJECT COST**

- A.** ENGINEER shall develop an opinion of probable construction cost (hard construction cost) estimate for proposed improvements based upon gross square feet of construction type, anticipated building systems, and historical data from similar project types.
- B.** Allowances for anticipated soft costs shall be noted. Soft costs are costs associated with non-construction costs that would be incurred. This includes professional service fees, contingencies, furniture, security, technology, pool equipment, and escalation.
- C.** The hard construction cost and the soft cost will constitute the Opinion of Total Project Cost.

## **8. PROJECT SCHEDULE**

- A.** ENGINEER shall develop an anticipated overall project schedule to implement improvements, including milestone/durations for design phases, construction, equipment, and furnishings.
- B.** Additional project-related milestones will be included based on other information as provided by the OWNER.

## **9. FINAL REPORT**

- A.** Upon receipt of the OWNER's review comments regarding preliminary findings, CONSULTANT shall prepare a Final Report to be used as an essential planning tool for implementation of proposed improvements. The following tasks will be performed:
  - 1.** Prepare a Final Report based on comments received in previous phases to include:
    - a. Executive Summary of project process and findings.
    - b. Existing and Proposed Program of Space summary.
    - c. Graphic drawings, including diagrammatic analysis of existing organization of space and Conceptual Design(s).
    - d. Anticipated Project Schedule.
    - e. Opinion of Total Project Cost.
  - 2.** Provide one digital (PDF) and three printed copies of the Report to OWNER.
  - 3.** Present project process, findings, and the Final Report to the OWNER.

*The remainder of this page intentionally left blank.*



### PART III – ADDITIONAL SERVICES (to be determined by OWNER)

1. Additional services that are not included in the above Project scope are available through the resources of the Engineer. It is not anticipated that these services will be required at this time. Additional services include, but are not limited to:
  - A. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; & assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project except as specifically set out in **Exhibit A**.
  - B. Providing three-dimensional renderings, animations, or physical models for the OWNER's use.
  - C. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assist OWNER in obtaining process licensing; detailing quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by the OWNER.
  - D. Furnishing services of independent professional associates, archeologists, and consultants, except as specifically identified in **Exhibit A**.
  - E. Out-of-town travel required of Engineer other than visits to the site or OWNER's office.
  - F. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the project.
  - G. All services related to land acquisition of right-of-way and securing temporary right of entry.
  - H. Topographical and Boundary Survey.
  - I. Geotechnical and Subsurface utility engineering (SUE) services.
  - J. Public meetings, public outreach, or renderings.
  - K. Waters of the US Determination and Delineation services.
  - L. Reimbursable Expenses
  - M. Schematic Design Phase, Design Development Phase, Construction Documents Phase
  - N. Bidding, Construction Administration, Furniture Fixtures and Equipment (FF&E), and IT/Data/Security and Low Voltage services.
  - O. Full or part-time Project Representation services during Construction.
  - P. Phase 1, Environmental Site Assessment, and Phase II environmental services and associated drilling, if required.
  - Q. Pool Equipment condition assessment.
  - R. All other services not specifically listed in **Exhibit A, Part II**.

## PART IV - SCHEDULE OF SERVICES

The following project schedule has been defined with durations that are required to complete the work associated with this Project. The schedule is to be used as a general guide for anticipated durations of each milestone task. The schedule is contingent on identified durations for OWNER review and information provided during the work sessions and weather conditions.

Task	Description	Duration	Anticipated Date
<b>PHASE 1: Design Services</b>			
1	Notice to Proceed	-	February 15, 2024
2	Confirmation and Documentation of Existing Facility	2 weeks	February 29, 2024
3	Program of Space Assessment	2 weeks	March 14, 2024
4*	Asbestos Inspection Report	12 weeks	
5*	Site Analysis and Masterplan		
6*	Concept Development		
7*	Develop Anticipated Budget and Schedule		
8	Present Preliminary Findings and Draft Report	-	June 6, 2024
9	OWNER Review and Comment	2 weeks	
	Final Report		June 20, 2024
	Total Number of Weeks	18 weeks	

\*Tasks 4,5, 6, 7 will be performed concurrently.

Engineer shall complete the Engineer's Scope of Services with the following schedule that assumes a Notice to Proceed provided to Engineer on or before February 15, 2024.

It is understood that the schedule is to be used as a general guide and is contingent on durations for OWNER review and information provided.

END OF EXHIBIT A

This is **EXHIBIT B**, consisting of one (1) page, referred to in and part of the  
**Agreement between OWNER and Engineer for Professional Services**

**OWNER'S RESPONSIBILITIES**

The OWNER shall be responsible for providing the following to Engineer for use on this project:

1. Designate in writing a person to act as Owner's representative with respect to the services to be rendered for this project. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to the Engineer's services for the project.
2. Identify representative(s) from the Elkhart Parks & Recreation Department to guide and provide input into the overall Program and Concept Development direction. The designated representative will be essential for streamlining the project.
3. Provide existing drawings, Project Manuals, reports, associated with existing facilities that are identified within this Project if available. Information to be provided in hard copy or electronic format.
4. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
5. Compensate ENGINEER for services performed.
6. Arrange for access to and make all provisions for Engineer to enter upon public and private property as required to perform services under this Agreement.
7. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
8. Furnish all legal and financial advisory services as may be required for the development of the project.
9. Provide written approval of completed work phases as described in the **Exhibit A, Part II**, Basic Services, of this Agreement. Accomplish reviews and provide written approvals in a timely manner.
10. Furnish, or direct Engineer to provide, Additional Services as stipulated in **Exhibit A, Part III**.

END OF EXHIBIT B

This is **EXHIBIT C**, consisting of one (1) page, referred to in and part of the  
**Agreement between OWNER and Engineer for Professional Services**

**PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

Engineer's services will be billed monthly. Payment shall be made under the provisions of Article 5. If the OWNER has questions or comments concerning our services or charges during the course of the work, they are to be brought to Engineer's attention immediate so that any problem can resolved quickly.

In consideration of the Basic Services presented in **Exhibit A**, Engineer will be compensated on a lump sum basis, unless noted otherwise in accordance with the following schedule:

	SCOPE OF SERVICE	COMPENSATION	
1	Project Management and Coordination	Lump sum	\$2,500.00
2	Confirmation and Documentation of existing Facility	Lump Sum	\$6,500.00
3	Program of Space Assessment	Lump sum	\$5,000.00
4	Asbestos Inspection Report	Lump sum	\$5,000.00
5	Site Analysis and Masterplan	Lump sum	\$8,500.00
6	Concept Development	Lump sum	\$20,000.00
7	Develop anticipated Budget and Schedule	Lump sum	\$2,500.00
8	Final Report	Lump sum	\$4,500.00
9	Expenses	Lump sum	\$500.00
	<b>TOTAL PROFESSIONAL SERVICES</b>		<b>\$55,000.00</b>

Invoices will be submitted on a monthly basis based on estimated percentage of completion.

Additional services, as required or desired, will be negotiated and agreed upon before commencing work on those services.

END OF EXHIBIT C

This is **EXHIBIT D**, consisting of one (1) page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**

**INSURANCE**

Paragraph 7.03 of the Agreement is amended and supplemented to include the following agreement of the parties:

*Insurance:* The limits of liability for the insurance required by paragraph 7.03 of the Agreement for Engineer are as follows:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
a. Each Accident	\$1,000,000
b. Disease, Policy Limit:	\$1,000,000
c. Disease, Each Employee:	\$1,000,000
3. Commercial General Liability --	
a. Each Occurrence:	\$1,000,000
b. General Aggregate:	\$2,000,000
c. Products/Completed Operations:	\$1,000,000
d. Personal and Advertising	\$1,000,000
e. Contractual Liability--	
Each Occurrence:	\$1,000,000
General Aggregate	\$2,000,000
4. Contractual Liability--	
a. Each Occurrence:	\$1,000,000
b. General Aggregate	\$2,000,000
5. Excess Umbrella Liability --	
a. Each Occurrence:	\$5,000,000
b. General Aggregate:	\$5,000,000
6. Business Automobile Liability --	
a. Bodily Injury –Each Accident:	\$1,000,000
b. Property Damage –Each Accident:	\$1,000,000
7. Professional Liability Insurance	
a. Each Claim Made:	\$1,000,000
b. Annual Aggregate:	\$1,000,000

END OF EXHIBIT D

This is **EXHIBIT E**, consisting of one (1) page, referred to in and part of the  
**Agreement between OWNER and Engineer for Professional Services**

**AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION**

I, Joseph C. Zwierzynski, PE being first duly sworn, depose and say that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by DLZ Indiana, LLC (“Engineer”) in the position of Chief Operating Officer.
3. I am familiar with the employment policies, practices, and procedures of Engineer and have the authority to act on behalf of the Engineer.
4. Engineer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit “A” and incorporated herein.
5. Engineer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Engineer does not currently employ any unauthorized aliens.

I swear and affirm under the penalties for perjury that the foregoing statements and representations are true and accurate to the best of my knowledge and belief.

EXECUTED on the 31st day of January, 2024.

A handwritten signature in blue ink that reads "Joseph C. Zwierzynski". The signature is written in a cursive style and is positioned above a horizontal line.

Printed: Joseph C. Zwierzynski, PE

END OF EXHIBIT E

This is **EXHIBIT F**, consisting of one (1) page, referred to in and part of the  
**Agreement between OWNER and Engineer for Professional Services**

**CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN**

I, Joseph C. Zwierzynski, P.E., certify to the following:

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

EXECUTED THIS 31st DAY OF January, 2024.

  
Printed: Joseph C. Zwierzynski, P.E.

END OF EXHIBIT F

This is **EXHIBIT G**, consisting of two (2) pages, referred to in and part of the  
**Agreement between OWNER and Engineer for Professional Services**



#### **Title VI Notice**

##### Title VI Policy

**The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the on the grounds religion, race, color, national origin, sex, age, disability/handicap, sexual orientation, gender identity, limited English proficiency, or low income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any City of Elkhart program, activity or service. The City of Elkhart further assures every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those program, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.**

The Title VI Coordinator is:

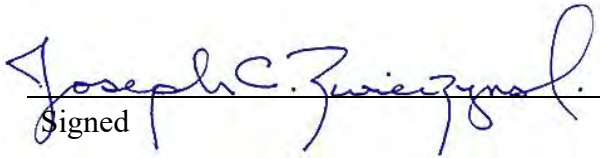
Title VI Coordinator  
City of Elkhart  
229 S 2<sup>nd</sup> Street  
Elkhart, Indiana 46516

Voice: (574) 294-5471  
Fax: (574) 293-7658  
TDD: (574) 389-0198  
Email: [titlevicoordinator@coei.org](mailto:titlevicoordinator@coei.org)



Acceptance by Engineer

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

  
Signed

Joseph C. Zwierzynski, P.E.

Printed Name

1/31/2024

Dated

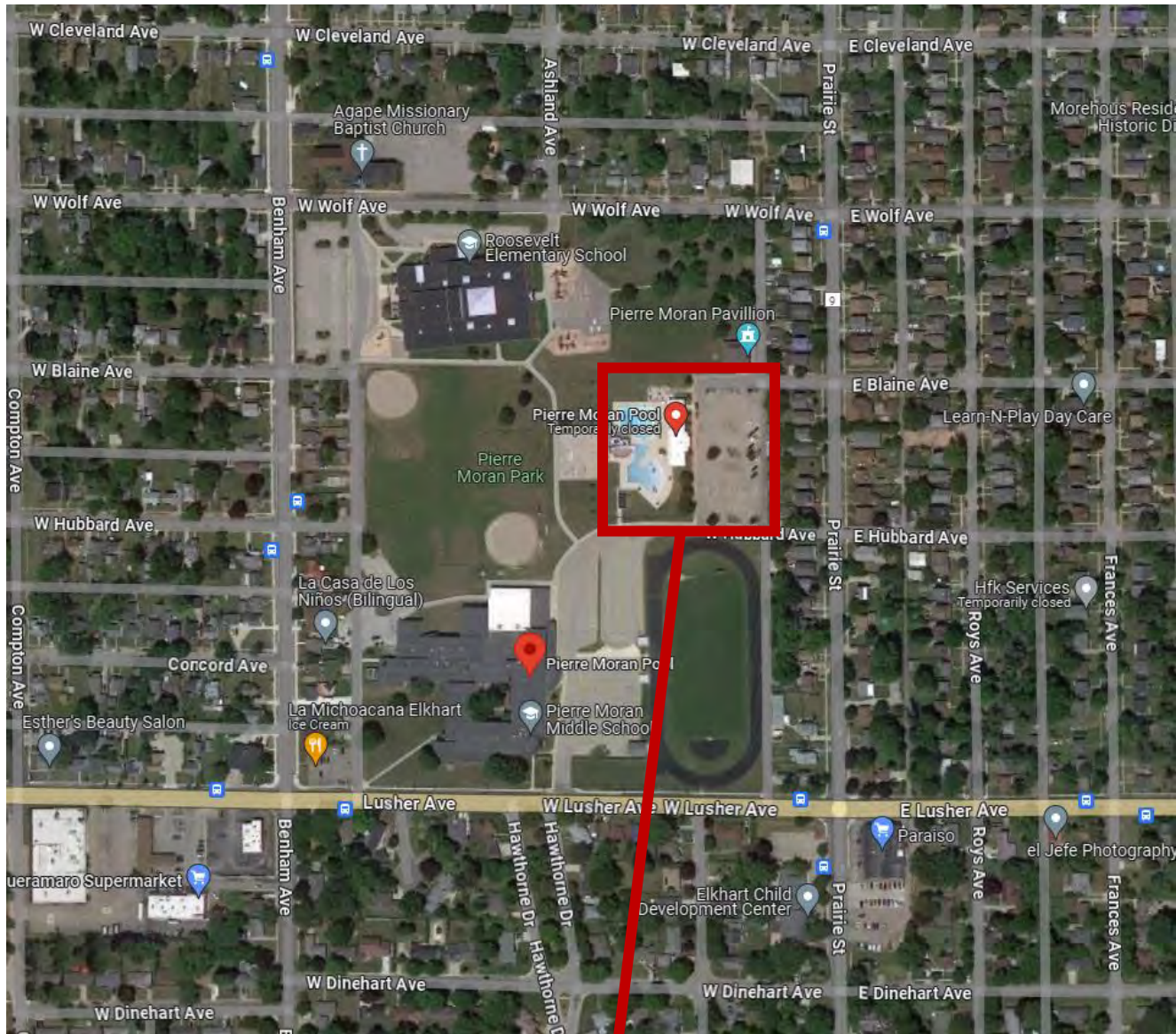
END OF EXHIBIT G

The City of Elkhart Title VI Policy may be accessed here:

<https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578>

This is **EXHIBIT H**, consisting of two (2) pages, referred to in and part of the **Agreement between OWNER and Engineer for Professional Services**

EXHIBIT H includes the Project Area Map and the Facility Aerial Image for Pierre Moran Pool.



**Project Area Map**  
Pierre Moran Pool  
119 W. Wolf Avenue  
Elkhart, IN 46516





**Facility Aerial Image**  
Pierre Moran Pool

*The Honorable*  
**Rod Roberson**  
*Mayor*

**Jamison Czarnecki**  
*Parks Superintendent*



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

574.295.7275  
Fax: 574.522-7808

## MEMO

To: City of Elkhart Board of Parks and Recreation

From: Jamison Czarnecki

Date: 3-13-2024

Re: Utilities for Woodlawn Nature Center

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Dear Members of the Board,

The Parks Department is requesting permission to begin paying the utilities at Woodlawn Nature Center. The Woodlawn Nature Council and the department feel that due to lack of capacity with the nonprofit, it is best for the department to take over programmatically and for the Council to retain the artifacts and support the mission through fundraising. The utilities include gas, electric, water, internet, and security system. The total monthly cost is currently \$608.71 and is expected to be much less in summer due to no air conditioning in the building at this time. Staff is confident the department can accrue these funds and stay within our annual budgeted amounts.

The department is working with stakeholders to determine cost recovery programs and opportunities to enhance the programming of the space. City staff has been making low cost upgrades to the outside and will begin doing at least 2 programs a month starting in April.

Thank you for your consideration to support the Woodlawn Nature Center more fully.

Sincerely,

Jamison Czarnecki  
Superintendent  
City of Elkhart Parks and Recreation

### ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 4th day of March, by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Big Daddy Dupree Broke & Hungry Blues Band.

### RECITALS

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

Big Daddy Dupree Broke & Hungry Blues Band will provide entertainment services.

City will be hosting Island of Blues and wishes to contract with Big Daddy Dupree Broke & Hungry Blues 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: Island of Blues
2. The event will take place at: Island Park, 200 E. Sycamore St, Elkhart, IN 46516
3. The date of the event will be: September 14<sup>th</sup>, 2024
4. The time of the event will be: 11AM-8PM with the performance taking place from 11AM-12PM.
5. The time of Big Daddy Dupree Broke & Hungry Blues Band sound check will be mutually agreed upon and is TBD.
6. City will provide production, electricity, sound and a stage.
7. Big Daddy Dupree Broke & Hungry Blues Band will provide musical entertainment for an hour performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Big Daddy Dupree Broke & Hungry Blues 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. Big Daddy Dupree Broke & Hungry Blues Band, 304 N. East St, Milford, IN 46542.
5. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
6. Sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.
7. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

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

**ENTERTAINER**

SIGNATURE: Donald E May

Date: 3/12/24

Donald E. May (Big Daddy Dupree's Broke  
& Hungry Blues Band)  
(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 15<sup>th</sup> day of February, by and between the City of Elkhart, Indiana ("City") on behalf of the Elkhart Parks and Recreation Department and Nick Dittmeier and the Sawdusters.

### 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.

Nick Dittmeier and the Sawdusters will provide entertainment services.

City will be hosting Rhapsody Arts and Music Festival and wishes to contract with Nick Dittmeier and the Sawdusters.

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 4PM to 5:30PM
5. The time of Nick Dittmeier and the Sawduster's sound check will be mutually agreed upon and is TBD.
6. Nick Dittmeier and the Sawdusters will provide musical entertainment for an hour and a half performance.
7. The Festival will provide lighting, stage, and sound system.
8. The Festival will provide a space for the band to sell merchandise. Band will retain 100% of sales.
9. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
10. Nick Dittmeier and the Sawdusters 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

*PN*



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. Nick Dittmeier and the Sawdusters, 422 Locust St, Jeffersonville, IN 47130.

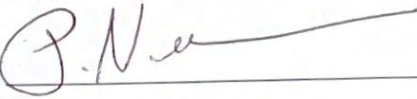
Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or

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: 3/12/24

J. N. OVERMEIER  
(Printed Name, Title)

**CITY OF ELKHART, INDIANA**

**By its BOARD OF PARKS AND RECREATION**

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

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

(Printed Name, Title)

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_, 2024 by and between the CITY OF ELKHART, INDIANA (“City”) on behalf of the Elkhart Parks and Recreation Department and Elkhart Dahlia Society.

### RECITALS

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

Elkhart Dahlia Society; Rusty Richie: Teaches others about growing and exhibiting dahlias; to share our collective knowledge; and to continue the traditions of those dahlia growers who came before us.

City and Elkhart Dahlia Society; Rusty Ritchie ( EDS) desire to offer a one Cardiopulmonary resuscitation (“CPR”) certification class, and Instruct six “Beginning Line Dancing Class.” In exchange for using High Dive Pavilion for three half sessions. The City and EDS believe it is in best interest of the parties 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. EDS will use the High Dive Pavilion for half day on February 3<sup>rd</sup>, May 4<sup>th</sup>, and June 1<sup>st</sup>.
2. EDS will lead the “CPR” program on February 17. The program will take place at Willowdale Pavilion. The course will run from 1:00 PM – 3:00 PM. The cost per certification certificate is \$25. Max of paying participants 15.
3. Parks will keep \$5.00 of the “CPR” Program fees.
4. EDS will receive \$20.00 of the “CPR” Program fees to pay the certification fees and class materials.
5. EDS will lead the “Beginning Line Dance Class” March 21<sup>st</sup> , March 28<sup>th</sup> , April 4<sup>th</sup> , April 11<sup>th</sup>, April 18th, & April 25<sup>th</sup> of 2024. The program will take place in a

pavilion. The course will run from 6:30 PM-7:30 PM. The cost per person per class is \$5.00.

6. 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.
  7. 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.
  8. 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.
  9. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be: The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
- 

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10. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
  11. 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.
  12. Entire Agreement—This Agreement constitutes the final agreement between Elkhart Dahlia Society and City related to the operation of “CPR,” “Beginning Line Dance Class.” 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)

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.

Date: 3/28/24

By:   
Rusty Ritchie, EDS Pres.  
(Printed Name, Title)

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

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

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

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



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

March 8, 2024

Elkhart City Parks and Recreation Board  
229 S. Second St.  
Elkhart, IN 46516

Dear board members,

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

For several years now, Elkhart City Parks and Rec has joined us in offering a great opportunity to reward summer readers. The one-time admission passes for Ideal Beach and Pierre Moran Pool are highly desired prizes for participants at all five of our locations.

We are asking for this partnership to continue in 2024 with the donation of 500 to 1,000 passes.

Our readers claim rewards on specific days throughout the nine-week challenge. Readers visit one of our libraries, show their progress on our reading app, and select an experience like the pool or a free treat at a local business.

If desired, we can establish an expiration date for the entry pass, though we would want that date to be no earlier than Aug. 31, 2024, to allow time for redemption.

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

Our Summer Reading Challenge has been a successful initiative. In 2023, we saw record numbers of participants - more than 2,000 - and total readers achieving three and six weeks of summertime reading. This program helps teachers by staving off the dreaded "summer slide" and returning kids to classrooms in the fall who are ready to read and succeed.

We hope Parks and Rec will be able to join with us again in providing this reward to our readers.

Sincerely,

A handwritten signature in black ink, appearing to read "Trevor Wendzonka", with a stylized, flowing script.

Trevor Wendzonka, Chief Marketing Officer  
Elkhart Public Library  
574-522-3333, ext. 1701 | [trevorw@myepl.org](mailto:trevorw@myepl.org)

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

This CONTRACT is made as of the 13th day of March, 2024 by and between the CITY OF ELKHART, INDIANA (“City”) on behalf of the Elkhart Parks and Recreation Department and the Elkhart Public Library (EPL), 300 S. Second Street, Elkhart, IN 46516.

RECITALS

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

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

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

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

1. City of Elkhart will gift the Elkhart Public Library 500 passes for the 2024-2025 Summer season for 1 free admission to an aquatic facility.
2. Elkhart Public Library will distribute to use incentivize for their summer reading program to students.



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

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

**[NAME OF PARTNER]**

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

Date: 3/13/2024

Trevor Wendzonka, Chief Marketing Officer, Elkhart Public Library

(Printed Name, Title)

**CITY OF ELKHART, INDIANA**

**By its BOARD OF PARKS AND RECREATION**

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

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

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



### **Partner Agreement- Mobile Garden Units**

Goshen Health (GH) will be partnering with local organizations to provide mobile gardens for use by community members. The mobile gardening project will impact the community health priorities of both obesity and food security by helping to increase access to healthy food. To help ensure the success of the program, this agreement establishes the responsibilities of both Goshen Health and the partner organizations.

#### **Goshen Health (GH) expectations:**

1. Provide all supplies for container gardening including seeds/plants, pots, gardening tools, soil, and garden carts.
2. Provide access/connection to training, education and resources related to the project
3. Conduct a weekly check-in with partner site representative
4. Communicate any updates or changes regarding project in a timely fashion
5. Provide rewards/incentives for garden participants as identified/needed
6. Provide additional support to partner sites as identified/needed

#### **Partner site expectations:**

1. Commit a representative to serve as the point of contact for your location.
2. Help promote the garden and encourage participation by community members
3. Assist Goshen Health in obtaining participant waivers and feedback surveys
4. Provide oversight of the garden at your location, and engage the participants in the routine care and maintenance of the garden (planting, watering, weeding, harvesting, etc)
5. Provide Goshen Health with monthly data required by grant program
6. Provide timely communication to Goshen Health of any concerns or problems with the project
7. Return items/supplies when no longer being utilized

By signing below, we agree to support one another and meet the above expectations:

---

Partner representative Signature

Date

Yolo Lopez DeMarco

3/7/2024

---

Goshen Health representative signature

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: All Father's Matter DATE(S) REQUESTED 06-16-24

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

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

OFFICE USE: DATE/VENUE AVAILABLE ☐ No ☐ Yes

## APPLICANT INFORMATION

NAME OF APPLICANT Marketta Brown

NAME OF PERMITTEE I am my sister keeper

PRODUCTION COMPANY/ORGANIZATION

STREET ADDRESS

Elkhart

CITY

STATE

IN

APT/UNIT/SUITE

ZIP CODE

46516

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)

From: 10 AM To: 12 PM

TEAR-DOWN

From: 6 pm To: 7 pm

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: All Father's Matter

Location: McNaughton Park

Date: June 2021

## EVENT DESCRIPTION

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

☐ Walk/Run

☐ Cultural Event

☒ Other event, please describe:

☐ Art Fair/Festival

☐ Public Rally/March

Fathers day event

☐ Concert/Performance

☐ Bike Ride

☐ Service

Brief Description of Event:

Feed and Celebrate Father's on  
Father's day

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:

Marketta Brown

IF YES, please describe:

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: \_\_\_\_\_

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

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

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

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

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

Additional fees may apply.

### WASTE 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.

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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: \_\_\_\_\_

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: \_\_\_\_\_

Parade and Special Exception to Noise Ordinance:

- ☐ Yes  
☒ No

Public Assembly and Special Exception to Noise Ordinance:

- ☐ Yes  
☒ No

Special Exception to Noise Ordinance:

- ☐ Yes  
☒ No

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

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

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

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

---

## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

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

### BASIC PLAN

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

Contact full name (first/last name): Marketta Brown

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

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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.



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## INDEMNIFICATION, WAIVER AND RELEASE

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

---

## APPLICANT SIGNATURE

I have read the terms and conditions outlined in this document and the City of Elkhart 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.**

Marketta Brown

PRINTED NAME OF APPLICANT

[Redacted Signature]

SIGNATURE OF APPLICANT

03-11-24

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 \_\_\_\_\_

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: ELKHART DUNHAP LIONS FLAGS FROM THE HEART DATE(S) REQUESTED 5/24-5/27/2024

LOCATION/VENUE REQUESTED LUNDQUIST - BICENTENNIAL PARK

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

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

NAME OF APPLICANT  
LARRY MORR

NAME OF PERMITTEE

ELKHART LIONS CLUB

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 #

N/A



## EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time: NOON 5-25-2024 Finish Time: 3 PM 5-27-2024

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

SET-UP TIME(S) <u>4 PM</u> <u>NOON</u>	TEAR-DOWN <u>3 PM</u> <u>6 PM</u>
From: <u>5-24-2024</u> To: <u>5-25-2024</u>	From: <u>5-27-2024</u> To: <u>5-27-2024</u>
EXPECTED NUMBER OF PARTICIPANTS: <u>50</u>	

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

2023 NUMBER OF PARTICIPANTS: <u>50</u>	2022 NUMBER OF PARTICIPANTS: <u>50</u>
--	--

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

(Please check No or Yes below.)

☐ No

☒ Yes

Event Name: FLAGS FROM THE HEART

Location: WUDDQUIST-BICENTENNIAL PARK Date: 5-27 TO 5-29-2023

## 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

☐ Art Fair/Festival

☐ Public Rally/March

☐ Concert/Performance

☐ Bike Ride

☐ Service

☒ Other event, please describe:

ELKHART / DUNLAP LIONS CLUB  
FLAGS FROM THE HEART DISPLAY

Brief Description of Event:

ELKHART / DUNLAP LIONS CLUBS WISHES TO  
DISPLAY 200-250 AMERICAN FLAGS IN REMEMBRANCE  
OF ARMED FORCES PERSONNEL WHO LOST THEIR  
LIVES IN BATTLE, AS WELL AS SPOUSES, FRIENDS,  
RELATIVES, OR ANYONE, LIVING OR DECEASED.

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:

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

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: 1  
Vehicle Description(s): PICK-UP TRUCK

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: \_\_\_\_\_

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

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

Additional Information May Be Required.

## BUILDINGS AND GROUNDS

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

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

Additional fees may apply.

### WASTE 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.

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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: \_\_\_\_\_

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: \_\_\_\_\_

Parade and Special Exception to Noise Ordinance:

- ☐ Yes  
☒ No

Public Assembly and Special Exception to Noise Ordinance:

- ☐ Yes  
☒ No

Special Exception to Noise Ordinance:

- ☐ Yes  
☒ No

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

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

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

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



---

## EMERGENCY ACTION PLAN

### PURPOSE (Required for all Applicants)

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

### BASIC PLAN

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

Contact full name (first/last name): LARRY MORRIS

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

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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)

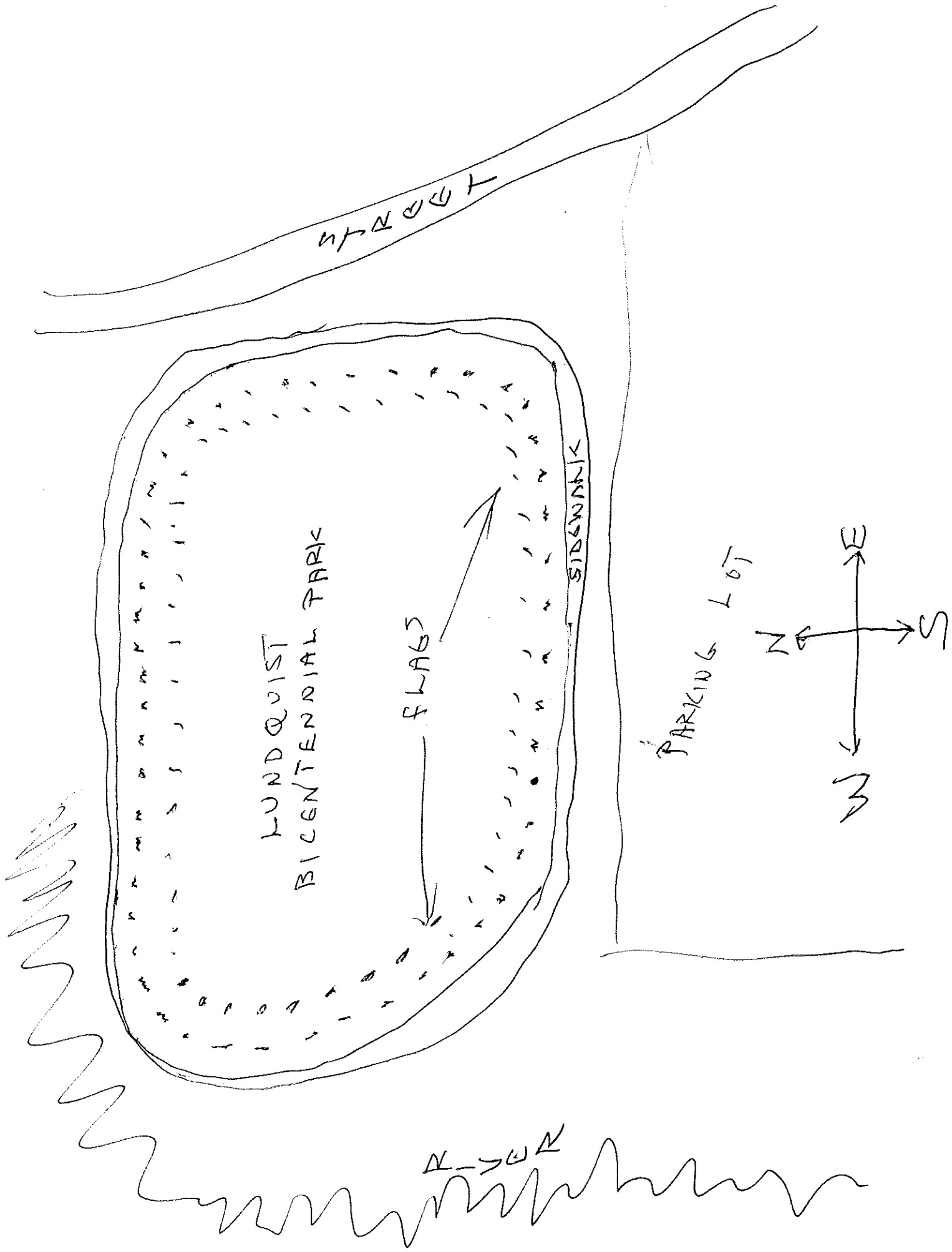
All events that include a run/ walk or other activity in which participants will be following a course will be required to attach a Route Map and a written document of the proposed route of the event. All proposed Route Maps are subject to "EPRB" approval. The use of any outside the Parkways or parks,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

LARRY MORP

PRINTED NAME OF APPLICANT

[REDACTED]  
SIGNATURE OF APPLICANT

3/5/2024  
DATE

Nancy Nelson  
WITNESSED: Clerk of the Board of Works

Date 3/5/24

**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: 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>[REDACTED]</u>		APT/UNIT/SUITE	
CITY <u>Elkhart</u>	STATE <u>IN</u>	ZIP CODE <u>[REDACTED]</u>	
E-MAIL ADDRESS <u>[REDACTED]</u>			
DAYTIME PHONE <u>[REDACTED]</u>	FAX <u>[REDACTED]</u>	CELL PHONE <u>[REDACTED]</u>	
EVENT DAY ON-SITE CONTACT * REQUIRED <u>Ashley Spencer</u>	DAYTIME PHONE <u>[REDACTED]</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.

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): [REDACTED]

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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: 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 \_\_\_\_\_ APT/UNIT/SUITE \_\_\_\_\_  
CITY \_\_\_\_\_ STATE IN ZIP CODE \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_  
DAYTIME PHONE \_\_\_\_\_ FAX \_\_\_\_\_ CELL PHONE \_\_\_\_\_  
EVENT DAY ON-SITE CONTACT \* REQUIRED Ashley Spencer DAYTIME PHONE \_\_\_\_\_ 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): [REDACTED]

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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.

## 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: Peace Officer Memorial Service DATE(S) REQUESTED May 15, 2024

LOCATION/VENUE REQUESTED Kardzhali Park

LOCATION/VENUE 2<sup>ND</sup> CHOICE REQUESTED N/A

OFFICE USE: DATE/VENUE AVAILABLE ☐ No ☐ Yes

## APPLICANT INFORMATION

NAME OF APPLICANT  
Jessica McBrier

NAME OF PERMITTEE  
Elkhart Police Department

PRODUCTION COMPANY/ORGANIZATION  
N/A

STREET ADDRESS  
175 Waterfall Dr

APT/UNIT/SUITE

CITY  
Elkhart

STATE  
IN

ZIP CODE  
46516

E-MAIL ADDRESS  
jessica.mcbrrior@elkhartpolice.org

DAYTIME PHONE  
574-389-4701

FAX

CELL PHONE  
574-218-4637

EVENT DAY ON-SITE CONTACT \* REQUIRED  
Jessica McBrier

DAYTIME PHONE  
269-930-7834

CELL PHONE  
574-218-4637

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: 11:00 a.m.

Finish Time: 12:00 p.m.

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

SET-UP TIME(S)

From: 8:30 a.m.

To: 11:00 a.m.

TEAR-DOWN

From: 12:00 p.m.

To: 12:30 p.m.

EXPECTED NUMBER OF PARTICIPANTS:

100-120

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

2023 NUMBER OF PARTICIPANTS: 100-110

2022 NUMBER OF PARTICIPANTS: 70-80

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

(Please check No or Yes below.)

☐ No

☒ Yes

Event Name: Peace Officer Memorial Service

Location: Kardzhali Park

Date: 5/17/2023

## 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:

This annual event remembers and honors all fallen officers, and is held every year during National Police Week. We have a presentation of colors and salute by our Elkhart Police Department Honor Guard; high school students singing the national anthem and performing taps; and have a brief speech from a member of the local community as well as traditionally the EPD Chief and Mayor.

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:

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 →

Chairs, a podium, speaker/sound system (like they did for us last year)

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 →

The trailer with chairs for the event

- ☐ 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: \_\_\_\_\_

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: Peace Officers Memorial Service Kardzhali Park May 15, 11:00 a.m.

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: We are using a sound system for the speakers

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)

Since the park is by the river and not buildings, it might only marginally affect businesses by the NIBCO ice arena.

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

We are only amplifying the sound to reach the back of the crowd, which should not be very large.



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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): Jessica McBrier

Contact cell number (area code plus number): 574-218-4637

---

## 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 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.**

**Jessica McBrier**

PRINTED NAME OF APPLICANT

*Jessica McBrier*

SIGNATURE OF APPLICANT

**02/28/2024**

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: \_\_\_\_\_ 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:

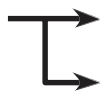
EXPECTED NUMBER OF PARTICIPANTS:

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.

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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: \_\_\_\_\_

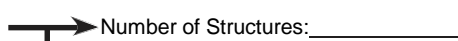
Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

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

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.
- 

### 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 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 \_\_\_\_\_



# 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:

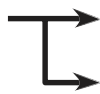
EXPECTED NUMBER OF PARTICIPANTS:

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

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.

---

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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: \_\_\_\_\_

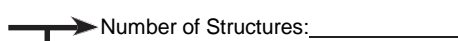
Street Closed From: \_\_\_\_\_ To: \_\_\_\_\_

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

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.
- 

### 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 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 \_\_\_\_\_



# 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:

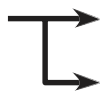
EXPECTED NUMBER OF PARTICIPANTS:

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

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.)
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**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: \_\_\_\_\_

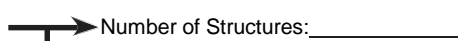
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## OTHER STRUCTURES

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.

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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: \_\_\_\_\_

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- ☐ Yes  
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Please indicate location:

- ☐ Bridge Banner- North Main Street- Memorial Bridge  
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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)

---

---

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

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### 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.
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- 

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- 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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**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.**

*Jordan Day*

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

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

\_\_\_\_\_  
DATE

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

Date \_\_\_\_\_

**APPROVED: BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
President

Date \_\_\_\_\_

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

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

Date \_\_\_\_\_

*The Honorable*  
**Rod Roberson**  
*Mayor*

**Jamison Czarnecki**  
*Parks Superintendent*



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

574.295.7275  
Fax: 574.522-7808

## MEMO

To: Board of Elkhart Parks and Recreation

From: Jamison Czarnecki, Superintendent

Date: 3-19-24

Re: Parks Department Report

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### Superintendent's Update (Jamison Czarnecki)

- We are full swing into the spring season with lots of programs, new events, and cleaning up our parks from the winter. We are still hiring for umpires and many seasonal positions!
- We are sad to announce that Sommer Bowers, our office manager, has moved over to the controller's office. She will be greatly missed on the team, but excited to have her still in the city. We are currently interviewing candidates and hope to make a decision for replacement soon.
- NIBCO Ice Season has closed and the numbers have been tallied. We had \$68,852.75 in revenue and had 8,465 total admissions. The revenue also includes private rentals. Thank you again to all of our staff there for their continued service!
- We are finishing our design and cost for Walker Park and will be bringing that to the board next month.
- The Park Foundation is becoming more active and we will have a website up soon to link to our city page and can begin accepting donations on the Park's behalf.

### Events Report (Sherry Krask)

- The 4<sup>th</sup> annual Spring Fabulous Pop-Up Market is set to take place on Saturday, March 16<sup>th</sup> at McNaughton Park Pavilion from 9AM-2PM. We have 22 vendors set to attend, including a breakfast food truck.
- We are trying something new this year for the Easter Egg Hunt. In the past we have hidden wooden eggs throughout a few parks with messages inside directing participants to come to the office for a prize. Because we tend to lose a few eggs every year, we have made small yard signs with Easter eggs on them and a QR code where participants can enter their information to be drawn for a prize. Eggs will be "hidden" in the following parks: Edgewater, High Dive, Langle, McNaughton, Sterling, Studebaker, Ullery, Walker, Willowdale, and Woodlawn Nature Center. One person will be drawn from each park encouraging participants to visit each park to get more entries. The hunt runs from March 25<sup>th</sup> to April 8<sup>th</sup> which will include both Easter weekend as well as Spring Break.

### Volunteers Report (Maddy Gordon)

- We have two new adoptions in our Park System. A 2 mile section of the River Greenway Trail running from the intersection of Sterling Ave and Hively to Studebaker Park has been adopted by Bike Elkhart County. Riverview Park has also been adopted by a cluster of hotels owned by JSK Hospitality. Both of these organizations are in the works of planning service days and regular clean-ups in their adopted parks.
- There are two drop-in clean-ups planned for the month of April. We will be hosting a clean-up on Good Deeds Day (April 3<sup>rd</sup>) at Edgewater Park and a clean-up on Earth Day (April 22<sup>nd</sup>) at Woodlawn Nature Center. Projects





will include wood chip spreading at playgrounds, trash clean-up, stick pick-up, and cleaning up stray branches hanging over trails. People interested in participating can sign-up online through our CivicRec portal.

#### Programs and Recreation Report (Luisa Ixmatlahua)

##### Programs Ended Since Last Meeting:

- “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 had 17 registered.
- “Landscape Watercolor Series” at Studebaker Pavilion from 6:00-7:30 pm. The program runs Tuesdays from February 13- February 27.

##### 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 50 participants.
- “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.
- “STEAM Camp,” at Studebaker Pavilion for ages 5-12 from 8:00-3:00pm. The program runs from April 1-5. We currently have 38 registered participants.
- “Basketball Camp,” at Tolson Community Center for ages 5-7 from 10:00-11:30am. The program runs on Saturdays, March 16 to March 30. We currently have 54 registered.
- “Line Dancing,” at various pavilions for ages 18 and over from 6:30-7:30pm. The program runs on Thursdays from March 21 to April 25.
- “Photography Group,” at McNaughton for ages 16 and over from 6:00 – 8:00pm. The program runs the first Thursday of the month from March through May.
- “Minute to Win it,” at McNaughton for all ages from 5:30-6:30pm. On March 26, April 12, 29.

#### Ranger Report (Ranger Nhim Danh)

February 1-29, 2024

##### Citations

- None written.

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

- Baseball/Softball (2), Basketball (9), Biking (20), Boating/Kayak (1), Grilling/Picnic (8), Dancing/Music (0), Dog Walking (73), Fishing (6), Frisbee/Catch (6), Football (0), Ice Skating (15), Pickleball (8), Playground (302), Scooter

*The Honorable*  
**Rod Roberson**  
*Mayor*

**Jamison Czarnecki**  
*Parks Superintendent*



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(6), Sitting/Parking (235), Skateboarding/Rollerblading (48),  
Soccer (71), Swimming/Splash Pad (0), Tennis (4), Walking/Jogging (268), Other (1). Grand Total of 1083  
patrons.

#### Ranger Engagement

- Graffiti reporting (1), Homeless Encampment (0), Ordinance-related (5), Park concern (12), Park-Goer Assistance (12), Trash pickup (27), Vandalism reporting (0). Total of 57 Ranger Engagements.

#### Events

- February 1st, 2024 – Ranger Nhim represented the department at the Homeless Coalition held at the Elkhart Public Library.
- February 10<sup>th</sup>, 2024—Rangers Nhim, Larry, and Nathan assisted in the Frosty 5K Event.

#### Damage

- None.

#### Other

- February 22<sup>nd</sup>, 2024 – While on patrol, Ranger Nathan spoke to an individual on a moped who said they were being followed by an SUV from Walgreens nearby. The person asked Ranger Nathan to wait with them, which he did, until they had a friend come and meet them.
- February 24<sup>th</sup>, 2024 – Ranger Nathan responded to a report that there were several gun shell casings at High Dive Park near the north end of the park by the pond. After Ranger Nathan notified dispatch, EPD were sent to investigate. Because no damage was found, they suggested disposing of the casings.
- February 26<sup>th</sup>, 2024 – While on patrol, Ranger Larry found graffiti on the walls at Pierre Moran pavilion. He took pictures and reported the graffiti on MyElkhart311.

## End of Report ##