

PARK BOARD AGENDA



MEETING SCHEDULE

Tuesday, May 21, 2024, at 5:00 pm
Council Chambers
229 S. 2nd 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

- April 16, 2024

5. APPROVAL OF FINANCIALS

- Claims - \$138,738.85
- Donations - \$9,570.00
- Grants - \$0

6. NEW BUSINESS MATTERS

- Luisa Ixmatlahua- Garay 2024 Fee Schedule- Tennis Lessons Fee Change
- Maddy Gordon - Grant Agreement with Ace Pyro
- Maddy Gordon- Burns Rent-Alls
- Maddy Gordon- Entertainment Contracts
- Jennifer Kobie- Lamar Billboard Contract (Ratified)
- Luisa Ixmatlahua-Garay- MOU, Elkhart Community Schools (Ratified)
- Matt Moyers- General Policies- 1020 Quality Assurance
- Matt Moyers - APPM Approval & Signature Page
- Matt Moyers- Fee Structures- Policy 6010 w/ slide show
- Jamison Czarnecki- Midstates Quote for Walker Park with concept photos
- Jamison Czarnecki- Memo for Ideal Beach admission fees
- Jamison Czarnecki- Memo for NIBCO skate prices
- Jamison Czarnecki- Contract for Design Services at Walker Park

7. OLD BUSINESS

- None

8. USE AND EVENT PERMIT

- Wedding- 10/12/24 @ Island Park, Penny Dell
- Delight Restaurant Group Picnic- 7/18/24 @Studebaker Pavilion and Park, Jaimie Tate
- Elkhart Mennonite Worship- 7/21/24 @ Island Park, Pastor Sharon Norton

PARK BOARD AGENDA

- d. 1st Fridays (Ratified)- 5/3; 6/7; 7/5; 8/2; 9/6; all in 2024 @ Ullery Park, Ashley Spencer
- e. Taste of Black Excellence (Ratified)- 6/1/24 @ Roosevelt Park, Ashley Spencer
- f. Parks Neighborhood Socials- 6/13; 6/27; 7/11; 7/25; 8/8; 8/22; all in 2024, @ Langle Park; Weston Park; Woodlawn Nature Center; Sterling Park, Ullery Park; Edgewater Park, Maddy Gordon
- g. Lemonade Day- 6/1/24 @ Walker Park, Maddy Gordon
- h. Movie in the Park- 7/26/24 @ Studebaker Park, Maddy Gordon
- i. Independence Day Celebration- 7/5/24 Blast Zone @ Kardzhali Park & Use of Parks Golf Carts, Maddy Gordon
- j. Elkhart River Walk Grand Prix- 8/2; 8/3; all in 2024 Blast Zone @ Kardzhali Park, Maddy Gordon

9. DEPARTMENT REPORT

10. CORRESPONDENCE

ADJOURNMENT

FINANCIAL ONLY MEETING June 4, 2024, PARKS CONFERENCE ROOM.

NEXT REGULAR PARK BOARD MEETING June 18, 2024, COUNCIL CHAMBERS.

City of Elkhart Parks & Recreation Park Board Minutes



DATE: April 16, 2024

TIME: 5:00 PM

City of Elkhart Parks & Recreation
Annex Conference Room

LOCATION: 201 S. 2nd 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
Present	Absent- Joe Foy as Proxy	Present	Present

2. Approval of Agenda

Motion to Approve Agenda
Motion: SS
Second: JF
Motion passes with unanimous voice vote

3. Public Input/Privilege of the Floor
Nekeisha Alayna Alexis opens the privilege of the floor.
Nekeisha Alayna Alexis closes the privilege of the floor.

4. Approval of Minutes

April 16, 2024
Motion: SS
Second: JF
Motion passes with unanimous voice vote

5. Approval of Financials
Claims: \$44,780.98

Donations: \$15,035.00
Grants: \$0

Motion to discuss, approve, and place on file
Motion: SS
Second: BM
Motion passes with unanimous voice vote

Financial Notes: None

6. New Business

a. Bradley Tracey, Chief of Staff for the City of Elkhart

Mr. Tracey reads the Park Board Resolution to commend Sherry Krask for her years of service and to congratulate her on her retirement from the City of Elkhart.

City of Elkhart Parks & Recreation

Park Board Minutes



Motion to approve

Motion: JF

Second: SS

Motion passes with a unanimous voice vote

b. Skateboarding Lessons Contract

Miss Ixmatlahua-Garay asks the board to approve the contract with Chris Beckham. It is a shared promotion of an event that teaches the community how to skateboard. This is an annual program held at Pierre Moran skate park.

Motion to approve

Motion: JF

Second: SS

Motion passes with unanimous voice vote

c. Entertainment Contracts

Miss Gordon asks the board to approve entertainment contracts for Diedra the Ruff; Stephan Hilsheim; Hipposonics; and Michael Wells for various events.

Motion to approve

Motion: SS

Second: BM

Motion passes with unanimous voice vote

d. Umpire Contracts

Mr. Cron asks the board to approve the 2024 Softball Umpire Contracts.

Motion to approve

Motion: JF

Second: BM

Motion passes with unanimous voice vote

e. Umpire Contracts for 2023- Ratified

Mr. Cron asks the board to make a ratified approval of the Softball Umpire Contract for 2023.

Motion to approve

Motion: SS

Second: JF

Motion passes with unanimous voice vote

f. Matt Moyers- Park Board Welcome Memo

Mr. Moyers . No approval is required.

g. Matt Moyers- EPR, Administration, Policies and Procedures Manual

Mr. Moyers asks the board to approve of this document. It is tabled for further review by the board.

Motion to table

Motion: JF

Second: SS

Motion passes with unanimous voice vote

h. Matt Moyers- Request to solicit quotes for the creation of a 5-year Parks Master Plan

Mr. Moyers asks the board to approve this document which is scheduled to be completed by March 15, 2025.

Motion to Approve

Motion: SS

Second: BM

Motion passes with unanimous voice vote

i. Matt Moyers- Request to solicit quotes for the creation of an extended Ideal Beach

Mr. Moyers asks the board to approve to allow the department to move forward with future plans for Ideal Beach.

City of Elkhart Parks & Recreation

Park Board Minutes



Motion to Approve

Motion: JF

Second: SS

7. Old Business

- a. None

8. Use and Event Permits

- a. **Fun In the Sun Monday- Walker Park, 6/24/24**

Ms. Janelle, from the Osolo Branch of the Elkhart Public Library, asks the board to approve her event. She and library staff will bring fun games and activities to the park for kids to enjoy. It is open to the community.

Motion to approve

Motion: SS

Second: BM

Motion passes with unanimous voice vote

- b. **Celebration of Life Spud Day- Ullery Park, 6/22/24**

Ms. Sharia Walls asks the board via Webex to approve her family celebrating the life of one of their family members. They welcome the community to enjoy the event while they are hosting it.

Motion to approve

Motion: JF

Second: BM

Motion passes with a unanimous voice vote

- c. **Shutt Memorial Hydrobowl- Hayden Pond, 8/24/24**

Mr. Jake Free asks the board to approve his event at Hayden Park. It features human powered boats. Rose with the legal department offers to assist with information regarding Mr. Free obtaining the proper certificate of liability.

Motion to approve

Motion: JF

Second: SS

Motion passes with unanimous voice vote and is contingent on Mr. Free obtaining the certificate of liability.

- d. **Juneteenth- Roosevelt Park, 6/19/24**

Mr. Antwon Williams asks the board to approve his Elkhart City sponsored event.

Motion to approve

Motion: SS

Second: BM

Motion passes with unanimous voice vote

- e. **Summer Chill- NIBCO Water & Ice Park, 6/21; 7/19; 8/16; 9/20 all in 2024**

Ms. Gordon asks the board to approve this annual event. It includes food by The Brass Elk and contracted music.

Motion to approve

Motion: JF

Second: SS

Motion passes with unanimous voice vote

- f. **Rhapsody Music & Arts Festival- Island Park, 6/7; 6/8 all in 2024**

Ms. asks the board to approve this annual event. It features craft and food vendors as well as live music which is open to the community.

Motion to approve

Motion: SS

City of Elkhart Parks & Recreation Park Board Minutes



Second: BM

Motion passes with unanimous voice vote

- g. **Summer In the Park Concert Series- McNaughton Park Band Shell, 7/21; 8/18; 9/15 all in 2024**

Ms. Gordon asks the Park Board to approve this annual event. It is a series of concerts at the band shell and is organized by Michael Wells.

Motion to approve

Motion: JF

Second: SS

Motion passes with a unanimous voice vote

9. Department Report

Mr. Czarniecki gives an update on the new events and programs that are happening. Ms. Krask gives an update on the upcoming Rhapsody Music & Arts festival as well as the Hollan Michigan Bus Trip to see the tulips. Ms. Gordon gives an update on volunteer opportunities and local park clean-ups. Ms. Ixmattlahua-Garay gives an update on programming with Tolson Center and upcoming summer programs.

10. Approval for Adjournment

Motion to adjourn

Motion: JF

Second: SS

Motion passes with unanimous voice vote

Adjourn : 6:20pm

PARKS & RECREATION STAFF MEMBERS IN ATTENDANCE

Jamison Czarniecki, Superintendent Luisa Ixmattlahua-Garay, Program Coordinator Nick Cron, Operations Manager Nhim Danh, Lead Park Ranger Sherry Krask, Event Coordinator	Maddy Gordon, Volunteer Coordinator Mandi Null, Recording Secretary Jennifer Kobie, Recording Secretary Matthew Moyers, Special Projects Manager
---	---

ADDITIONAL CITY EMPLOYEES AND GUESTS IN ATTENDANCE

Bradley Tracey, Chief of Staff	Rose Rivera, Legal Department	Stan McCray, EPD
--------------------------------	-------------------------------	------------------

Minutes Certification:

Respectfully Submitted,

Recording Secretary Mandi Null

Date

Park Board President Nekeisha Alayna Alexis

Date

City of Elkhart Parks & Recreation Park Board Minutes



Park Board Secretary _____

Sarah Santerre _____

Date _____

Donations for April 2024

\$5,000.00- AEP for Rhapsody Music & Arts Festival

\$4,530.00- Community Foundation for Riverwalk/Nibco Improvements

\$40.00- Dog Park

City of Elkhart Parks and Recreation Department 2024 Fee Schedule

PROGRAM/RECREATION FEES

CAMPS	\$25.00 - \$30.00/week	
Before/After Camp Care	\$10.00/Week	
 SOFTBALL LEAGUES		
Summer	\$700.00	Early registration
	\$750.00	After deadline
Fall	\$450.00	Early registration
	\$500.00	After deadline
 SWIM LESSONS		
	8 Days	
Preschool	\$50.00	
Learn to Swim	\$50.00	
Adult	\$50.00	
 TENNIS LESSONS		
	7 weeks	
Tennis for Tots Ages 4-6	\$60.00	
Player Development Ages 7-9	\$65.00	
Rising Stars Ages 10-12	\$85.00	
Academy Ages 13-18	\$110.00	
Adult Ages 18+	\$10.00	
 ICE SKATE LESSONS		
	\$75.00	
	\$25.00	up to 4 Days
 MISCELLANEOUS PROGRAMS		
with No Instructor Fees	\$1.00-\$50.00	depending on supply cost

GRANT AGREEMENT

This agreement is made and entered into this 11th day of April, 2024, by and between the City of Elkhart, Indiana, 229 South Second Street, Elkhart, Indiana 46516 (City) and Elkhart Festivals, Inc. (EFI/Recipient), P.O. Box 2415, Elkhart, Indiana 46515 (Recipient).

WITNESSETH

WHEREAS desires to support economic development, attract residents and businesses, and promote the quality of life and community for residents in the City of Elkhart, Indiana;

WHEREAS the EFI is a non-profit organization shares these goals and desires to improve the quality of life of Elkhart City residents by sponsoring and organizing festivals that promote the community and city life;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **PROGRAM DESCRIPTION.**

EFI Fireworks Display– The Recipient agrees to arrange with Ace Pyro for a fireworks display to take place on Friday, July 5, 2024.

GRANT

The City shall grant the Recipient Fifteen Thousand and 00/100ths (\$15,000) Dollars (USD) to arrange for a fireworks display to take place on Saturday, July 5, 2024. The deposit is due on March 30, 2024, and the balance is due on July 1, 2024.

2. **RECORDS**

Recipient shall maintain complete and accurate records of all transactions in the course of conducting business in accordance with generally accepted accounting principles and sound corporate practice. Recipient shall make such records available for inspection by the City or its assign at any time upon written request. Recipient shall provide an invoice to the Controller's office for payment.

3. **INSURANCE INDEMNIFICATION.**

Recipient shall obtain and maintain insurance in appropriate amounts and coverage for the activities contemplated. Recipient shall arrange for the City, its agents and employees to be indemnified and held harmless by any contractor contracted for the display of fireworks for any claims, liability, or damages, arising out of the display of fireworks. Recipient shall require any contractor to add the City of Elkhart, Indiana as an additional insured and to provide the City of Elkhart, Indiana with a Certificate of Insurance.

4. **MATERIAL ACTIONS.**

Recipient shall provide the City prompt written notice of any material action, suit or proceeding before any court, governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which affects Recipient. Recipient shall provide the City prompt written notice of any material change in condition, financial or otherwise, or material transaction that may affect its operations or performance of obligations under this Agreement.

5. **NO INVESTMENTS IN IRAN**

Pursuant to Indiana Code 5-22-16.5 *et seq.*, EFI shall provide an affidavit certifying EFI is not engaged in investment activities in Iran.

6. **NONDISCRIMINATION**

Recipient, its agent, and its employees shall not discriminate against any person on the basis of race, color, national origin, sex, age or disability in discharging the duties and responsibilities of the Recipient under this Agreement. Recipient shall at all times comply with all applicable federal and state laws and regulations, including but not limited to the Equal Credit Opportunity Act; the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, The Civil Rights Act of 1866, the Pregnancy Discrimination Act, the Equal Pay Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Indiana Civil Rights Act, Vietnam Veterans Reemployment Act the Occupational and Health Act and the Employee Polygraph and Protection Act.

7. **FAILURE TO PERFORM OBLIGATIONS**

In the event that the Recipient is unable to perform its obligations under this Agreement for any reason, the Recipient shall give prompt notice to the City of its inability to perform and the reason therefore. In the event that the Recipient is unable to perform its obligations due to war, strike, fire, explosion, accident, casualty, governmental law or regulation or any other cause beyond the reasonable control of the Recipient, such failure to perform may be deemed excusable default by the City.

TERM

This Agreement shall be effective on the date of signing.

8. **NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to create in any person or entity not a party hereto or specifically named herein, any right, claim, benefit or defense with respect to the parties or in any party claiming by and through or under either of them, with respect to any loss, cost, damage, claim or cause of action arising under or pursuant to the terms of this Agreement.

9. **BINDING NATURE AND ASSIGNMENT**

The Agreement shall be binding upon the parties hereto, their respective assigns, representatives and successors in interest. However, this Agreement shall not be assigned by either party without written consent of the other party.

10. **ENFORCEABILITY**

This Agreement shall be construed and applied in such a manner as to maximize the enforceability of any provision. In the event that any provision of this Agreement, in whole or in part is held to be invalid or unenforceable, if possible, such provision shall be deemed rewritten and revised in a manner which eliminates the offensive language but

maintains the overall intent, in context of the agreement. Provided, if such a rewrite to eliminate offensive language is not possible, the offending language will be deemed removed and the remaining language will remain effective and enforceable.

11. **ENTIRE AGREEMENT.**

This Agreement represents the entire understand of the Agreement between the parties. No other term has been relied upon by either party. Any modification to the terms of this agreement must be agreed upon in writing and executed by both the City and the Recipient.

12. **ADDRESSES.**

Whenever written notice is required by this Agreement, such notice shall be deemed given when by the United States Postal Service, certified mail and addressed to:

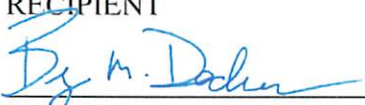
CITY	RECIPIENT
Board of Parks and Recreation 229 S. Second Street Elkhart, Indiana 46516	Elkhart Festivals Inc PO Box 2415 Elkhart, Indiana 46515

With Copy to:
Corporation Counsel
City of Elkhart
229 S. Second Street
Elkhart, Indiana 46516

13. **AUTHORITY.**

Each individual executing this Agreement on a party's behalf warrants that the person is authorized to so execute on that party's behalf and doing so binds the party that the individual is executing the Agreement on its behalf.

DATED: 4/12/24

RECIPIENT

Benjamin Decker
President, Elkhart Festivals, Inc.

CITY

Nekeisha Alana Alexis
President, Board of Parks and Recreation



2401 N. Home St.
 Mishawaka, IN 46545
 www.burnsrentals.com
 574-259-4807 Phone
 574-257-2600 Fax

Status: Reservation

Contract #: 140902

Event Beg: Fri 6/ 7/2024 7:00AM

Event End: Fri 6/ 7/2024 5:00PM

Operator: Sc, Molly

Terms: Net 30

Customer #: 21545

CITY OF ELKHART PARKS DEPT.

Phone 574-295-7275

1320 BENHAM AVE
 ELKHART, IN 46516

Job Descr: EVENT

Ordered By: MADDY GORDON

Sales Rep: MS 574--29-9-3900 molly@burnsrentals.com

Delivery Thu 6/ 6/2024

MADDY GORDON 574-295-7275
 ISLAND PARK
 200 E SYCAMORE ST
 ELKHART, IN

Pickup Mon 6/10/2024

MADDY GORDON 574-295-7275
 ISLAND PARK
 200 E SYCAMORE ST
 ELKHART, IN

Qty	Items Rented	Key	Status	Each	Price
1	20'X30' WHITE VISTA FRAME TENTS STAKE IN GRASS	515-0150	Reserved	\$490.00	\$490.00
4	__YELLOW 20X30 VISTA CABLES	VISTA2-CABLE4	Reserved	\$0.00	\$0.00
6	__RATCHET STRAP, VISTA (1" x 15')	VISTA3-STRAP1	Reserved	\$0.00	\$0.00
2	__20' VISTA CENTER POLE	VISTA4-CENTERP3	Reserved	\$0.00	\$0.00
3	__BLUE DBL ALUM FRAME POLE 19'4"	FR-A-16	Reserved	\$0.00	\$0.00
4	__RED DBL ALUM FRAME POLE 14'4"	FR-A-14	Reserved	\$0.00	\$0.00
6	__8' FRAME TENT LEG (BLACK)	FR-LEG8-1	Reserved	\$0.00	\$0.00
3	__CORNER, VISTA	VISTA7-CORNER1	Reserved	\$0.00	\$0.00
1	__CORNER, VISTA ADJUSTABLE	VISTA7-CORNER2	Reserved	\$0.00	\$0.00
2	__INTERMEDIATE, VISTA	VISTA8-INTERM1	Reserved	\$0.00	\$0.00
6	__FEET, VISTA	VISTA5-FEET1	Reserved	\$0.00	\$0.00
20	__2" SILVER "R" PINS	FR-PIN-1	Reserved	\$0.00	\$0.00
20	__2" SILVER SNAP PINS	FR-PIN-2	Reserved	\$0.00	\$0.00
6	__STAKES, TENT 1"X42"	B515-5610-2	Reserved	\$0.00	\$0.00
1	EVENT Delivery/Pickup Fee Area A	IEV-AREAA	Selling	\$50.00	\$50.00
1	EVENT FUEL SURCHARGE	IEV-FUEL-B	Selling	\$15.00	\$15.00

Final Payment is due 14 days prior to the scheduled event date. If payment in full is not recieved by due date, the rental items will no longer be held.

****If you cancel 14 days or more before the event, we will assess a 50% cancellation fee; if you cancel within 13 days of the event, we will assess a 100% cancellation fee.**

*****Does not apply to Tool Rental*****

Rental Contract

If equipment does not function properly or if there are any discrepancies, notify Burns within 30 mins of occurrence or no allowance will be made.

This is a contract. The back of this contract contains important terms and conditions including customer's obligations and are a part of this contract - READ THEM!

The max payment on a credit card is \$5,000. Any and all charges on this contract can and will be charged to any credit/debit card that has been used to pay on this contract OR used to make payments on this account.

The 25% down payment is non-refundable.

- I DECLINE the Equipment Protection Plan (E.P.P.)/Damage Waiver on the rented item(s). INITIALS: _____
- I understand and have been instructed in the proper use of the equipment rented or purchased. INITIALS: _____

I certify that I have read and agree to all terms of this contract.

Signature: _____

CITY OF ELKHART PARKS DEPT.

Rental:	\$490.00
Delivery Charge:	\$65.00
Subtotal:	\$555.00
Total:	\$555.00
Paid:	\$0.00
Amount Due:	\$555.00

Tools: Mon-Fri 7AM-5PM

Event: Mon-Fri 9AM-5PM

Printed On Thu 5/ 9/2024 1:53:44PM

Software by Point-of-Rental Software www.point-of-rental.com

Modification #1

contract-params.SQL.rpt (18)

Definitions: As used herein, "Rental Center" shall mean Burns Rent-Alls, Inc., its members, managers, agents and employees, and "Customer" shall mean the Customer named on the first page of this Rental Agreement or Invoice (in either case, this "Agreement"), its owners, agents and employees.

1. INSPECTION. Customer acknowledges that he has had an opportunity to personally inspect the equipment, and finds it suitable for his needs and in good condition, and that he understands its proper use. Customer further acknowledges his duty to inspect the equipment prior to use and notify Rental Center of any defects.

2. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the equipment becomes unsafe or in disrepair as a result of normal use, Customer agrees to discontinue use and notify Rental Center immediately, who will replace the equipment with similar equipment in good working order, if available. Rental Center is not responsible for any incidental or consequential damages caused by delays or otherwise.

3. WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESSED OR IMPLIED. There is no warranty that the equipment is suited for Customer's intended use, or that it is free from defects.

4. HOLD HARMLESS/INDEMNITY. Customer assumes all risks associated with the possession, use, transportation, and storage of the Equipment. ACCORDINGLY, CUSTOMER HEREBY WAIVES ANY AND ALL LIENS AND CLAIMS ARISING FROM OR ASSOCIATED WITH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RENTAL COMPANY FROM AND AGAINST, ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, CLAIMS FOR BODILY INJURY(IES) (INCLUDING DEATH), PROPERTY DAMAGE, LOSS OF TIME AND/OR INCONVENIENCE) RESULTING FROM OR ARISING IN CONNECTION WITH SUCH POSSESSION, USE, TRANSPORTATION AND/OR STORAGE, REGARDLESS OF THE CAUSE AND INCLUDING ANY INJURIES AND/OR DAMAGES SUFFERED BY CUSTOMER, CUSTOMER'S EMPLOYEES AND/OR ANY THIRD PARTY(IES), EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM RENTAL CENTER INTENTIONAL MISCONDUCT.

5. ASSUMPTION OF RISK. Customer acknowledges that the possession, use, transportation and/or storage of the Equipment may give rise to the risk of personal injury and/or property damage. CUSTOMER VOLUNTARILY ASSUMES ALL SUCH RISK AND RELEASES AND DISCHARGES RENTAL CENTER AND THE EQUIPMENT FROM ANY AND ALL LIENS, LIABILITIES AND CLAIMS ARISING IN CONNECTION WITH THE SAME, INCLUDING WITHOUT LIMITATION, ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH RENTAL CENTER'S NEGLIGENCE (OTHER THAN RENTAL CENTER INTENTIONAL MISCONDUCT).

6. MISCELLANEOUS (a) This Agreement shall be binding on and enforceable against Customer if executed or delivered by facsimile or e-mail to same extent as if executed or delivered in person with original signatures. (b) Customer acknowledges that the Terms and Conditions of this Agreement shall apply to any and all subsequent rentals by Customer. Customer further agrees that the Terms and Conditions of this Agreement shall govern any and all future "delivery without signature" deliveries should Customer fail or be unable to sign the Agreement at time of delivery.

7. PROHIBITED USES. Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract. (a) Use for illegal purpose or in illegal manner. (b) Use when the equipment is in bad repair or is unsafe. (c) Improper, unintended use or misuse. (d) Use by anyone other than Customer or his employees, without Rental Center's written permission. (e) Use at any location other than the address furnished to Rental Center without Rental Center's written permission. (Does not apply to mobile equipment.)

8. ASSIGNMENTS, SUBLEASES, AND LOANS OF EQUIPMENT. Rental Center may assign his rights under this contract without Customer's consent, but will remain bound by all obligations herein. Customer may not sublease or loan the equipment without Rental Center's written permission. Any purported assignment by Customer is void.

9. TIME OF RETURN. Customer's right to possession terminates on the expiration of the rental period ("Agreed Return Date" & Time) and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed

upon in writing.

10. LATE RETURN. Customer agrees to return the rented goods during Rental Center's regular store hours, upon expiration of the rental period ("Agreed Return Date" & Time). Customer agrees that if the rented goods are held beyond the expiration of the rental period as designated in the contract, the daily rate as indicated on the contract shall be the agreed contractual rate for the entire period, notwithstanding any lesser periodic rate.

11. DAMAGED, DIRTY, OR LOST EQUIPMENT. Customer agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of the Rental Center. Customer also agrees to pay a reasonable cleaning charge for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged, lost or stolen goods. Equipment lost, stolen or damaged beyond repair will be paid for at its current list price. The cost of repairs will be borne by the Customer, whether performed by the Rental Center, or at Rental Center's option, by others.

12. TIME OF PAYMENT. Accounts are due and payable at the termination of the rental period. A carrying charge of 1.5% per month (ANNUAL RATE OF 18%) will be charged on all overdue accounts.

13. COLLECTION COSTS. Customer agrees to pay all reasonable collection, attorney, and Rental Center fees and any other expenses involved in the collection of the charges or enforcement of Rental Center's rights under this contract.

14. INSPECTION OF TRAILER HITCH. Customer agrees to inspect the trailer coupling mechanism and safety chain before leaving Rental Center's premises. Customer agrees to inspect the equipment periodically (Every 50 Miles) and maintain the coupling and chain in a safe and secure condition.

15. EQUIPMENT PROTECTION PLAN. Equipment Protection Plan ("EPP") is not insurance. By accepting the EPP on the first page of this Agreement, and upon immediate notification in the event of an accident and the prompt submission of all required reports, Customer will have no liability to Rental Center for physical damage to the Equipment covered by the EPP (the EPP will cover up to \$1,000 per occurrence / Rental Contract, per Rental Agreement.) Customer's insurance will continue to apply for Rental Center's benefit and will remain primary with all rights of subrogation. Customer hereby assigns to Rental Center all of Customer's rights under the EPP and agrees to take all actions necessary to assist Rental Center in recovering from Customer's insurer for all damages covered by the EPP. Customer will remain liable to Rental Center in all events for, (a) any item of Equipment or part thereof which is not returned for any reason, including theft; (b) damage resulting from improper use, misuse, abuse, freezing, overheating, failure to maintain, service or clean, improper fluid or pressure levels, failure to secure during transportation, overloading or exceeding the rated capacity of the Equipment, or other fault of Customer; (c) damage to tracks, tires, tubes, wheels, hoses or lines caused by blowout, pinching, cutting and other causes inherent in the use of the Equipment; (d) damage as a result of vandalism and malicious mischief, intentional abuse or damage to the Equipment caused

by a third party while in the Customer's custody or control; (e) damage resulting from overturning, rolling or getting the Equipment stuck, from objects falling on the Equipment, from hitting any overhead obstructions or from Equipment being dropped; and (f) damage resulting from use of the Equipment in violation of any provision of this Agreement.

16. SEVERABILITY. The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

17. LOADING AND UNLOADING EQUIPMENT. Customer is responsible for loading and unloading equipment. If Rental Center's employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold Rental Center and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Rental Center.

18. PROPERTY DAMAGE. Rental Center is not responsible for damage to driveways, lawns, sprinkler systems, gardens, septic tanks, drainfields and/or flower beds as a result of delivery or pick up of rental items.

19. CHARGES. The Customer shall pay all charges required under this Agreement upon demand. The Customer agrees that mileage and time charges on the front side of this Agreement are minimum charges only and that no refund or reimbursement is due to Customer in the event that fewer days and/or miles are actually used. No pro-rations will be made by Rental Center.

20. DELIVERY/PICK UP. Delivery is made to closest point truck can park. Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved. Rental Center services do not include set up and tear down of tables and chairs. If this service is required, arrangements should be made prior to delivery/pick up with a special charge quoted. If no arrangements are made and this service is desired on delivery/pick up, Rental Center driver must call for authorization and an additional fee will be incurred.

21. CLEANING. Customer will be charged a fee if the equipment is returned unclean. China, Glassware, and Flatware must be returned rinsed and repacked properly in racks provided or additional charges will be assessed. Cleaning deposits will be charged on BBQ Grills and Cooking Equipment.

22. LINENS. Table linens are inspected prior to pick up and upon return. **LINEN MUST BE RETURNED IN THE PROVIDED LINEN BAG.DO NOT ROLL UP WET LINEN.**- mildew will result. If there is obvious damage such as mildew, excessive stains, burns, or tears, Customer will be charged the cost of the linen and keep same as though it were a sale. Return all linens dry and free of waste.

23. RETAKING OF RENTAL ITEMS. If for any reason it becomes necessary for Rental Center to retake the rental items, Customer authorizes rental center to retake the rental items without further notice or further legal process and agrees that Rental Center shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.

24. LEGAL FEES. In the event an attorney is retained to enforce any provision of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.

25. WEATHER RELATED RISKS. Customer assumes all weather related risks involved in holding an outdoor tented event. Rental Center will endeavor to minimize said risk, however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Rental Center's control, Customer shall still be liable for payment in full of all charges.

26. PREPARATION OF SITE. Customer agrees to have the site upon which the rental items are to be erected, free and clear of all obstacles, natural and man-made, prior to the arrival of the Rental Center's work crew. Customer further agrees to have all tents cleared for removal prior to Rental Center arrival. All non-rented items and decorations shall be cleared and taken from site. If Customer fails to do so, then Customer shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expense.

27. MATERIAL. All tents are subject to stretching and retracting of up to 5% of listed sizes and although all tents have been impregnated with waterproofing compound, no tents are guaranteed to be absolutely waterproof, and are to be considered temporary shade structures.

28. COOKING UNDER TENTS. Customer agrees not to do any type of cooking under or within a reasonable distance of the tent. Customer assumes full responsibility and costs incurred for damage and/or cleaning expense to tent tops due to cooking processes under or near tents.

29. ELECTRIC POWER AND LIGHTS. Customer agrees to furnish Rental Center access to, and the right to use Customer's electrical and power lines for the installation and operation of the rental items.

30. UNDERGROUND FACILITIES. Before digging, staking a tent or inflatable, or before Rental Center installs tents, inflatables, or portable restrooms it is the sole responsibility of Customer to contact the local utilities by calling 811. Rental Center requires calling 811 a minimum of 5 days prior to Rental Center installing event equipment. Customer accepts all liabilities and responsibilities regarding safe digging laws and ordinances. Customer is responsible for any damage due to digging, disturbing soil or earth, staking, post hole digging, auguring, etc. Rental Center is not responsible for damage to above or below ground obstacles.

Tools: Mon-Fri 7AM-5PM

Event: Mon-Fri 9AM-5PM

Modification #1

Printed On Thu 5/ 9/2024 1:53:44PM

Software by Point-of-Rental Software www.point-of-rental.com

contract-params.SQL.rpt (18)

Official Signature Page

Agreement to Terms

The 25% down payment for event reservations is non-refundable.

I CERTIFY THAT I HAVE READ AND AGREE TO ALL TERMS OF THE ABOVE CONTRACT OR WAIVER.

Signature



Entering text or a signature constitutes your legally-binding signature on the contract displayed in this window.

Sign Document

ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 25th day of March, by and between the CITY OF ELKHART, INDIANA (“City”) on behalf of the Elkhart Parks and Recreation Department and Mike Wheeler 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.

Mike Wheeler Band will provide entertainment services.

City will be hosting Island of Blues and wishes to contract with Mike Wheeler 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, Main St at Sycamore St, Elkhart, IN 46516
3. The date of the event will be: Saturday, September 14, 2024
4. The time of the event will be: 11AM-8PM, with the performance taking place from 6-8PM
5. The time of Mike Wheeler Band’s sound check will be mutually agreed upon and is TBD.
6. City will provide production, electricity, sound and a stage.
7. Mike Wheeler Band will provide musical entertainment for a 2 hour performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Mike Wheeler Band will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$3,000.

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. Mike Wheeler Band, 8949 S. Bishop St, Chicago, IL 60620

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: Mike Wheeler

Date: 4-12-24

Mike Wheeler Band Leader

(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 7th day of March, by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and The Incredible Johnsons.

RECITALS

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

The Incredible Johnsons will provide entertainment services.

City will be hosting Rhapsody Arts and Music Festival and wishes to contract with The Incredible Johnsons.

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, 200 E. Sycamore St, Elkhart, IN
3. The date of the event will be: Saturday, June 7th, 2024
4. The time of the event will be: 10AM-10PM, with the performance from 2PM-3:30PM
5. The time of The Incredible Johnsons sound check will be mutually agreed upon and is TBD.
6. City will provide production, electricity, sound and a stage.
7. The Incredible Johnsons will provide musical entertainment for an hour and a half performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. The Incredible Johnsons will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$900.

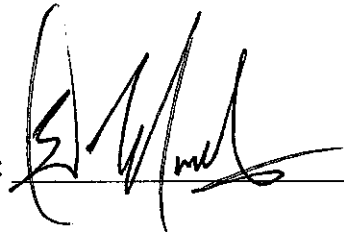
1. **Governing Law**—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
2. **Severability**— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
3. **Modification**—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
4. **Notices**—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
 - b. The Incredible Johnsons, 1825 Woodland Dr, Elkhart, IN 46514.

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

5. Sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.
6. **Entire Agreement**—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

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

ENTERTAINER

SIGNATURE:  _____

Date: 4/25/24 _____

ED MULLINS

(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

ENTERTAINMENT CONTRACT

This CONTRACT is made as of the 7th day of March, by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and The Incredible Johnsons.

RECITALS

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

The Incredible Johnsons will provide entertainment services.

City will be hosting Elkhart's Independence Day Celebration and wishes to contract with The Incredible Johnsons.

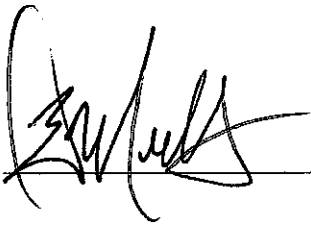
In consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The name of the event will be: Elkhart's Independence Day Celebration
2. The event will take place at: Central Green, 300 S. Main St, Elkhart, IN
3. The date of the event will be: Friday, July 5th, 2024
4. The time of the event will be: 5AM-10PM, with the performance from 8-10PM
5. The time of The Incredible Johnsons sound check will be mutually agreed upon and is TBD.
6. City will provide production, electricity, sound and a stage.
7. The Incredible Johnsons will provide musical entertainment for a two hour performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. The Incredible Johnsons will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$900.

1. **Governing Law**—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
 2. **Severability**— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
 3. **Modification**—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
 4. **Notices**—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
 - b. The Incredible Johnsons, 1825 Woodland Dr, Elkhart, IN 46514.
- Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
5. Sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.
 6. **Entire Agreement**—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

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

ENTERTAINER

SIGNATURE:  _____

Date: 4/25/24

ED MULLINS
(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)

ENTERTAINMENT CONTRACT

This contract is made as of the 8th day of April, by and between the City of Elkhart, Indiana (“City”) on behalf of the Elkhart Parks and Recreation Department and Southside Denny.

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.

Southside Denny will provide entertainment services.

City will be hosting Rhapsody Arts and Music Festival and wishes to contract with Southside Denny.

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

1. The name of the event will be: Island of Blues
2. The event will take place at: Island Park, Main St at Sycamore St, Elkhart, IN 46516
3. The date of the event will be: September 14th, 2024
4. The time of the event will be: 11AM-8PM with the performance taking place from 12:30-1:30PM
5. The time of Southside Denny’s sound check will be mutually agreed upon and is TBD.
6. City will provide production, electricity, sound and a stage.
7. Southside Denny will provide musical entertainment for a one hour performance.
8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
9. Southside Denny 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. Southside Denny, 237 Isaac-Christin, Repentigny, Quebec, Canada

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: Southside Denny

Date: APRIL 19, 2024

SOUTHSIDE DENNY, ARTIST

(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

By: _____

Date: _____

(Printed Name, Title)



Phone: 260-496-8017
 Fax:

CONTRACT # 4559500

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

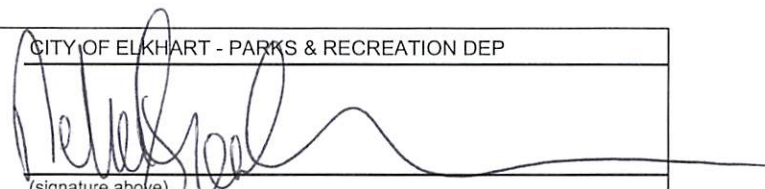
Space										
# of Panels: 1								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
3731 441844	454-ELKHART, IN	215 Prairie Street WS	No	Poster	10' 6" x 22' 9"		05/27/24-06/16/24	1	\$525.00	\$525.00
Total Space Costs:									\$525.00	


Special Considerations: Extending Location

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

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

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

Customer:	CITY OF ELKHART - PARKS & RECREATION DEP
Signature:	 (signature above)
Name:	Nekeisha Alexis-Manners (print name above)
Date:	May 03, 2024 (date above)

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
	_____	_____
ACCOUNT EXECUTIVE: Paul Ochs	GENERAL MANAGER	DATE

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.





Phone: 260-496-8017

Fax:

CONTRACT # 4559500

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



Year _____ Grant

Number _____ Fund

Memorandum of Understanding

This is a Memorandum of Understanding (“Agreement”) between Elkhart Community Schools (hereinafter, “ECS”) in support of Summer Programs by Community Partners And Elkhart City Parks and Recreation here in after “Contractor”). This Agreement shall take effect on _____, and shall expire on _____.

Contractor agrees to provide the following services to ECS:

Elkhart City Parks and Recreation is seeking a grant to help offset the cost per student for the field trips to Ethos and 5 Star and bus transportation and camp registration fees. This grant will enable us to provide these valuable experiences to our students without a financial burden on their families.

Students can engage in hands-on learning experiences outside the classroom, enhancing their understanding of various subjects. This summer program and bus transportation initiative aims to provide a well-rounded educational experience for our students, offering them opportunities for growth, learning, and fun.

Contractor shall perform said services beginning on June 10th through July 26th.

The following individuals employed by Contractor shall be responsible for the performance of any services described herein above:

- Staff: back ground check, drug screened
- Facility: Pierre Moran Pavilion, Monday through Friday, 8:00-4:00pm
- Materials and equipment for recreational activities such as:
 - recreational sports
 - arts and crafts
 - nature and outdoor exploration
- Creating opportunities to develop social skills, independence, confidence building, and creativity

ECS shall reimburse Contractor for professional services rendered in the amount of \$119.19 per student up to (number of students) 80.

Contractor shall deliver detailed invoices to the Director of Federal Programs on a monthly basis that include the number of hours spent for the delivery of services and the nature of the services provided. ECS shall pay said invoices within forty-five (45) days subsequent to receipt of same by ECS.

Contractor's primary contacts with ECS shall be the Elkhart City Program and Recreation Coordinator Luisa Ixmatlahua-Garay in consultation with the Director of Federal Programs.

Contractor shall not have, unless specifically noted herein, any access to ECS Technology.

Contractor shall not be entitled to receive any clerical support, materials or supplies from ECS.

Contractor shall not, whether during the term of this agreement or after its termination for whatever reason, disclose or distribute to any person or entity, except as necessary for the proper performance of their duties and responsibilities under this agreement, or as required by law, any confidential information provided to Contractor by ECS.

Contractor shall be responsible for all expenses incurred in the provision of services to identified schools, including but not limited to software support services, copying, telephone services, postage, office space, etc.

ECS and Contractor agree that Contractor is an independent contractor. Contractor agrees that it is solely responsible for the payment of all federal (FIT, FICA Medicare), state and local taxes for compensation paid to Contractor for services rendered under the terms of this agreement.

Insurance:

Contractor shall maintain, at its own cost and expense, with insurance companies currently rated A VIII or better by A.M. Best's Key Rating Guide, insurance that insures all educational services provided for ECS students as contemplated by this Agreement. The following required policies shall not be canceled or changed during the term of this Agreement.

- a. Commercial General Liability Insurance - Limits of \$1,000,000 Per Occurrence and \$2,000,000 Aggregate, bodily injury, property damage and personal injury, on an Occurrence form.
- b. Sexual Molestation & Abuse Liability Insurance - Limits of \$1,000,000 Per Occurrence and \$2,000,000 Aggregate, on an Occurrence form, cover wrongful acts including but not limited to sexual abuse or molestation. If policy coverage for sexual misconduct is provided on a claims-made, or claims-made and reported basis then, the required policy coverage must be maintained for a period of three years following the termination of this Agreement.


- c. Commercial Umbrella Liability Insurance - Limits of \$1,000,000 per Occurrence and Aggregate.
- d. Workers' Compensation and Employers Liability Insurance - Statutory and Limits \$500,000 Each Accident for Bodily Injury by Accident; \$1,000,000 Policy Limit for Bodily Injury by Disease; \$1,000,000 Each Employee for Bodily Injury by Disease, in respect of all employees and any borrowed, leased or other persons to whom such compensation may be payable by Contractor.
- e. The insurance policies required by this agreement shall name ECS as an additional insured, and include a waiver of subrogation in favor of ECS.
- f. Before the start of each policy period, Contractor shall provide ECS with a copy of a certificate of insurance demonstrating compliance with this agreement.
- g. Contractor shall immediately forward to ECS any notice of cancellation or non-renewal of policies providing coverage under this agreement.

Contractor understands and agrees to comply with the express terms of Board Policy 8121 regarding completion of personal background checks for all employees of Contractor who will have direct, on-going contact with children in the course of providing services to ECS, a copy of said policy is attached hereto and incorporated herein as Attachment A.

Both ECS and Contractor shall have the right to terminate this Agreement during its term, with or without cause, upon fifteen (15) days written notice.

Contractor may not delegate any obligation of the Agreement, in either case in whole or in part, to any other person, without the express prior written consent of ECS. Contractor shall have no authority to speak on behalf of ECS, or to hire employees on behalf of ECS.

CONTRACTOR

By: 
 nekeisha.ayra@exis-Manners

Its: _____

ELKHART COMMUNITY SCHOOLS

By: _____
Superintendent, Dr. Larry Huff

By: _____
Director of Federal Programs, Beth Williams

General Policies– 1020 Quality Assurance

Accreditation Standard #: 3.3.4.4

Subject: Quality Assurance		General Policies
Creation Date: February 30, 1888	Last Approved Revision:	Authority: Departmental

Purpose – To create uniform standards and procedures to monitor and evaluate the quality of the Department’s facilities, natural resource areas, programs and services from the user’s perspective. This process runs in conjunction with the public survey and public evaluation policies.

CRITERIA IN REGARD TO FACILITY MAINTENANCE

Park signs

Signage should be visible from major access areas to the facility. They should be free from obstruction from shrubbery and trees. Paint or stain surfaces should be acceptable quality and free from chipping or flaking. Wood structures should be checked for rotting or weathering. Signs should be checked daily for vandalism.

Landscaping

Entrance areas to facilities should be maintained to standards. These include trimming of trees and shrubbery, weeding of flower beds, cuffing and trimming of grass areas.

Gate/Access Control

Gates and access areas should be locked and unlocked at appropriate times established for each facility. Locks should be checked for wear and rust to insure proper locking. Gates should be checked for tension, rust, or damage. Posts should be checked for rust or rotting. Hinges of gates should be lubricated quarterly.

Roadways and Parking Lots

Roadways should be checked for potholes and cracks (if asphalt). Areas need to be checked daily for litter and broken glass. Grass growing in asphalt areas should be removed. Areas that accumulate dirt and debris should be cleaned as necessary and recommendations should be made in regard to the cause of accumulation. Painted surfaces need to be checked for quality and areas that are not visible need to be repainted. Accessible parking areas need to be visible with proper signage and free from obstruction.

Litter

Area should be cleaned daily of all litter. Trash should be picked up along roadways adjacent to the entrance as well.

Buildings and Centers:

Standards in regard to this category include the exterior and interior of all buildings operated by the Department. These include all centers, pool bathhouses, concession stands, restrooms, storage buildings and offices.

General Appearance

The overall appearance of the facility should be eye pleasing to all visitors. General cleanliness of all areas needs to be acceptable. These include windows and window seals, floor surfaces, walls, counter tops, and other areas.

Paint Condition/Graffiti

All paint surfaces should be clean and free from chipping and peeling. Walls should be free from graffiti, tape and other marks. Record of last painting should be maintained on file, with color of paint documented for touch-up purposes.

Signs

All exit and emergency signs should be in proper working condition. Bulbs should be replaced when noticed or reported to the facility supervisor. Directional and information signs should be in good condition and easy to spot and follow.

Restrooms

To a considerable extent cleanliness of restrooms reflects the level of care provided for any public facility therefore special attention must be given to this phase of maintenance. Restrooms are to be thoroughly cleaned daily, shortly after the beginning of the work day, with repeated cleaning during the day as traffic may dictate. Lavatories, bowls and urinals need to be thoroughly cleaned with an approved detergent. Floors are to be mopped and disinfected daily. Markings on walls and partitions should be removed when discovered. Dispensers should be filled often enough to avoid depletion of supply. Trash should be disposed of when necessary to insure receptacles do not overflow. Restrooms should be inspected periodically to insure standards are met.

Furnishings

Furnishings include tables, chairs, desks, kitchen equipment game tables, etc. associated with the facility. Special notice should be given to the condition of these furnishings. Damaged furnishings should be repaired or replaced. All items should be clean and in good working order. Fabric upholstery should be cleaned with an approved shampoo annually.

Litter

Interior and exterior areas of each facility should be checked throughout the day for litter, especially broken glass or other items which may propose a safety or health concern. Trash receptacles should be emptied as necessary to alleviate spillage onto floor surfaces. Liners should be placed in receptacles when possible. Receptacles should be as clean as possible and disinfected periodically.

Grounds Maintenance

Mowing

All grass areas shall be mowed according to the schedule for each facility. Areas should be cleared of litter, rocks, glass. Trimming and surface cleanup should also be checked after mowing has occurred.

Litter

Area should be cleaned daily of all litter. Each facility should be checked throughout the day for liner, especially broken glass or other items which may propose a safety or health concern. Trash receptacles should be emptied as necessary to alleviated spillage. Liners should be placed in receptacles when possible. Receptacles should be as clean as possible and disinfected periodically.

Weed Control

Areas where weed control is necessary should be documented by using a work order to Buildings and Grounds. Only certified personnel may spray weed control chemicals.

Curbs and borders

All curbs and boarders should be free of grass and weeds. Areas should be checked for damage from vehicles and pedestrian traffic and reported via the work order system. Curb cuts for the disabled should be free of obstructions and easily accessible to the physically impaired.

Mulch

Areas that are mulched should be checked periodically for replacement. Check for weeds and bare places.

Shrubs/Hedges/Tree Condition

Periodic inspection of shrubs, hedges, and trees is necessary to determine damage, disease or dying items. Trimming may be needed in areas based upon the landscape plan for the area. All trimming shall be done by qualified personnel only. Overhanging limbs on sidewalks and roadways should be trimmed as well. Areas should be check for litter as well.

Walkways

Walkways need to be inspected for cracks, holes or uneven surf aces. Edges should be even with the ground areas if at all possible for a smooth transition from walkway to other areas. Overhanging limbs and shrubs should be trimmed to not interfere with traffic.

Athletic Areas

Condition of Infield

Infield areas need to be inspected for proper drainage, rocks or stones, grass areas, and holes or worn areas. The pitcher's rubber, base anchors and bases should be checked for proper installation and wear.

Turf Condition/Outfield

Grass in athletic fields should be mowed regularly as needed. Facility supervisors should document when mowing occurred to verify mowing is occurring based upon the schedule. Areas of wear should be noted. Trim around fence areas should be checked. Foul lime areas and warning tracks should be checked as well.

Dugouts/Fencing/Goals

Dugout areas should be inspected for damaged blocks, graffiti, bench damage and gate alignment All fences need to be checked for sharp or jagged edges, loose areas at top or bottom, damaged posts or rails, rust, and holes in fabric. All gates need to be checked for alignment.

Bleachers

Bleachers need to be inspected for splinters or rotten wood, missing bolts and nuts, and broken boards. Bleacher pads need to be inspected for damage.

Litter/Trash Cans

Area should be cleaned daily of all litter. Athletic areas should be checked throughout the day for litter, especially broken glass or other items which may propose a safety or health concern. Trash receptacles should be emptied as necessary to alleviated spillage. Liners should be placed in receptacles when possible. Receptacles should be as clean as possible and disinfected periodically.

Park Features

Picnic Shelter/Tables

Picnic shelters should be checked for splinters, rotting, graffiti, and litter daily. Tables should be inspected for damaged boards, splinters, rotting and graffiti as well. Concrete areas should be swept daily and scrubbed with a detergent periodically. Tables should also be scrubbed with a detergent periodically also. Grills should be inspected for damage and cleaned by removing burned material or food products. Lifter should be disposed of based upon the above requirements.

Benches

Benches should be checked for loose, rotten or damaged boards. Inspection for loose or missing nuts and bolts should occur as well.

Playgrounds

A daily inspection should be performed in regard to all playgrounds. In addition, playgrounds should be checked at least once a week using the Maintenance Checklist Form to formerly document inspection. Attention should be given to all items equally in regard to the check list, especially areas that may pose a safety concern to participants. Work orders should be prepared immediately when concerns are evident. Emergencies should be phoned to Facilities and Grounds.

Tennis courts

Tennis courts should be inspected for worn or damaged nets, stolen or damaged center straps, leaning net posts, cracks in surface, damaged fencing and gates, grass growing along edge of courts, proper signage and proper functioning lights if available. Courts should be free of debris and litter. Inspect courts for evidence of use by bikes, skateboards or roller blades.

Swimming Pools

Swimming pools, while in operation, should be inspected daily by the pool staff. In the off season, weekly inspections should be made in regard to vandalism and other damage.

Concession Stands/Storage Rooms/Press Box

Requirements for these areas would be the same as any other building. Special attention should be given in regard to vandalism and break-ins.

Water Fountains

Outdoor water fountains should be checked for damage and workability. Heads should be cleaned using a disinfectant at least once a weekly. Check for leaks and proper drainage.

Lighting

All outdoor lighting should be checked periodically to insure that fixtures are working. Aiming of fixtures should be checked to insure that areas that are a concern are being covered.

CRITERIA FOR RECREATION AND EVENT PROGRAMMING

Program Diversity/Development

Staff Directed Activities

In all programs the staff should be observed indulging in activities as a demonstrator, leader, participant, etc. In Child Care programs activities will encompass the 3 main developmental areas; psychomotor, cognitive and affective on a daily basis. In this setting, programming schedules should allow children to select independent activities as a part of the basic program. Staff members should be observed supervising these events at all times.

Non-directed Activities

In all programs where the staff is not directing the activity and it is instead self-directed, it should be clear to the participants where they may go for assistance, and there should be staff available for this purpose.

Program Diversity

Recreation Centers (all age groups), preschool (ages 3-5) or seasonal camp/park programs are to develop a diverse and comprehensive activity schedule that offers balance between the following program areas with attention given to both passive and aggressive activities:

Education	Instruction	Athletics
Games	Leisure	Special Events
Clubs	Fitness	Nature

The degree of compliance will be measured by the balance a site provides the participants based on this criteria.

Age Diversity

This criteria is in direct relation to the above Program Diversity section and is determined by the frequency of programs designed for a particular age group. Again “balance” of programming by age group is expected. Observable activities should be indicated on the schedules that are suitable to the chronological age of a specific group of children. All programs, during development, should have a well-defined target user including an age profile.

Geographic and Cultural Diversity

Where ever possible, programs should be targeted to areas or portions of our community that might currently be less well served. A balance of programs across the community should include accessibility to all regions and take into consideration different needs and desires of different portions of our service area.

STAFF



In-Service Training Records

Documentation of courses, hours, and instructors providing training be listed and filed on site for review and reference.

Orientation Documentation

All staff members must review job and City policy regulations. A copy of the orientation check list should be on file at the employee's work site.

Manuals

Employees will have access to the following:

- Personnel Policies
- Safety Policies
- Yearly Budget
- Master Plan
- Parks Administration, Policies and Procedures Manual
- Facility Manual for their location

Performance Appraisal

A copy of each active staff member's performance should be kept on file with their supervisor. Evaluations are to be completed by the Executive Director by the evaluation date. Evaluation should include appraisal of customer service skills and incorporate comments from surveys and public feedback where possible.

Staff Meeting

Staff meetings should be held as necessary to communicate important information and to provide staff training.

ADMINISTRATION, POLICIES AND PROCEDURES MANUAL

This document has been approved by the City of Elkhart Park and Recreation Board

_____ (day, month) _____ (year).

Nekeisha Alayna Alexis, President

Chris Baiker, Vice President

Sarah Santerre, Secretary

Bill Murray, Treasurer

Distribution List:

Available to all staff at the [ER&P SharePoint Data Share Hub](#):



Fee Structures – Policy 6010

Accreditation Standard #: 5.1.1

Subject: Fee Structures		Fiscal Policies
Creation Date: March 11, 2024	Last Approved Revision:	Authority: Departmental

Purpose of Fees

Fees and charges for recreation services are charged for four primary reasons. First, the need to provide services without increasing taxes is self-evident and generally supported City-wide. Second, the charging of fees promotes equity in that those who benefit from a recreation service pay for the service. Third, the charging of fees increases accountability in government units creating entrepreneurial incentives and ensuring only needed services are offered. Fourth and finally, the charging of fees generally provides for a positive attitude on the part of users due to enhanced respect and esteem for the usefulness of the service.

Park Law

Indiana Code, 36-10-3 (General Park Law) addresses the issues of fees for Parks and Recreation.

IC 36-10-3-22 Fees for particular activities; special funds; deposits; withdrawals

Sec. 22. (a) Park and recreation facilities and programs shall be made available to the public free of charge as far as possible. However, if it is necessary in order to provide a particular activity, the board may charge a reasonable fee.

and

IC 36-1-3-8(a) Powers specifically withheld

(6) The power to impose a service charge or user fee greater than that reasonably related to reasonable and just rates and charges for services.

In determining a “reasonable fee”, or “reasonable and just rates and charges,” the cost of operations, current market rate of similar services (both within the parks and recreation field and in the private sector), and customer demand can all be included in assessment.

Objective of Policy

In establishing the department services pricing policy the Parks Board recognizes the need to continue producing revenue from recreation services and facilities to meet the goals established by the Board in the strategic comprehensive plan. Since services and activities are of differing value to those participating, the fee charged should reflect this objective and philosophy. The individual should be charged a fee relative to the benefits received and based on the value to the community, as well as be consistent with our cost recovery model and goals.

Fee/Pricing Definitions

For the purpose of establishing a method to determine fees and establishing prices for recreation services, definitions of the components of the price-setting formula are required.

Direct Expense - Those expenses which can be attributed directly to the provision of a specific recreation program or facility including, but not limited to, the cost of part-time labor, services, utilities, transportation of participants, training, rentals, operational (postage, flier copying, etc.) and other supplies. Direct expenses include specific promotional expenses for the program, maintenance and repair as a result of activity, staffing, equipment and other costs associated with offering the activity.

Indirect Expense - Those expenses identified as part of the cost attributed to the provision of, or in support of a group of services which vary with the number of participants. Costs include primarily full time labor (with benefits) for supervision, observation, and conducting activities, registration and receipt processing, and other costs such as general administrative and support labor positions. Examples of these expenses include marketing and general department-wide promotion, information dissemination, and other expenses of this type.

Overhead Expenses - Those expenses necessary in the provision of services which do not vary with the number of participants and are of such a nature that the amount cannot be determined readily for each service, facility or group of services including, but not limited to, office utilities, administration (management) costs, office operations, insurance, etc. These cost expenses include such items as payroll/personnel administrative, facility and/or park maintenance.

Cost Recovery/Subsidization Rate in General Fund

The Parks Board shall annually review the City's recreation offerings and determine which of the following general cost recovery rate categories each group of programs falls under. The Parks Board shall make this determination after consultation with, and recommendation by the Elkhart Park & Recreation staff.

Level 1 (Zero to 50% cost recovery)

Those programs, activities and events that are classified as Level 1 would expect to recover very little, if any, funding from registration or participation. As a result, they are fully subsidized by event/program budgets. These programs and events offer a significant benefit to the community. Examples of Level 1 programs, activities and events include park maintenance, community centers, open space and trails.

Level 2 (50 to 80% cost recovery)

High demand services, activities and programs where fees are charged for individualized and specialized activities. These services largely benefit individuals and may have limited enrollment in order to provide a high-quality experience. A sense of accomplishment and recognition are provided. A heavy factor for determining cost will be market forces and comparative fees of competition for similar or identical services. Examples of Level 2 services, activities and programs include adult sport leagues, art classes, trips and excursions, camp programs, etc.

Level 3 (80 to 110%+ cost recovery)

Those programs, activities and events that are classified as Level 3 would expect to recover all direct and indirect expenses from registration or participation. In some instances, these programs, activities and events are also expected to be themselves profitable and to defray the cost of other programs and services. While these programs and events still offer a significant benefit to the community, they may be more commercial-facing and likely have great competition for similar services or experiences within the community. Examples of Level Three programs, activities and events include a private, fenced dog park or completion-level sports tournaments.

Fee Establishment

With adoption of the department's annual budget, each activity shall be defined into a cost recovery rate category. Department staff will determine the actual cost for the activity/service, apply the appropriate cost recovery rate for the activity and calculate a fee to be charged under the guidance of the appropriate division head, deputy director and executive director for the Board of Park Commissioners' approval.

Fees associated with programs, activities and events will be set after evaluation of comparable rates within the community as well as an understanding of current market conditions.

Cost Recovery: Non-Reverting Fund

The non-reverting fund shall be maintained in order to offer services in a flexible manner. In using the non-reverting fund, City staff shall ensure user fees include the direct costs of service during start-up and low enrollment periods to include the cost of labor with benefits, supplies, supervision and service costs which are incurred as a result of the activity or service offered.

Non-Resident Fees

The Elkhart resident makes a significant contribution to the financing and operation of the Elkhart Parks & Recreation Department as municipal property tax is paid whether or not the individual participates or uses the facilities or services of the department. The need to apportion an equal amount of fees to non-residents so they may contribute toward the overall financing of the city's services may be appropriate.

Non-resident fees are the traditional vehicle used to create fiscal balance between those individuals using the City of Elkhart's activities who do not pay property tax and City residents. As a result, the Parks Board may approve a fee model where non-residents are charged a higher pay for participation or use. The Elkhart Parks & Recreation staff shall denote any proposed non-resident fees in their annual presentation to the Board of Parks Commissioners.

Fee Assistance, Discounted Rates and Incentives

Fee assistance, rate reduction or special incentives may be used by the Department as part of neighborhood investment, Mayor's directive or special outreach initiatives to better serve underserved populations.

The Elkhart Parks & Recreation Department desires to assist those families or individuals who may not be able to afford the participation fee in order to allow all residents the opportunity to enjoy

department programs, activities and facilities. Many programs are permitted to draw from a scholarship fund or offer reduced rates under guidelines for this purpose.

Annually, a fee structure that may include, but be not limited to, assistance programs, discounted pricing, reduced rates and group incentives shall be presented to the Board of Parks Commissioners for approval by the Elkhart Parks & Recreation staff.



QUOTATION

Sold To	City of Elkhart Parks and Recreation Accounts Payable 201 South Second Street Elkhart, IN, 46516 United States	Ship To	Walker Park 3419 E Bristol St Elkhart, IN, 46514 United States
----------------	--	----------------	---

Date	Quote #	Terms	Rep	Project	Ship Contact
2024-05-08	QTN-15323 Valid Until 06-07-2024	Net 10	Wendy Mink	2023 12 Elkhart Walker Park - IN Elkhart City	

Item Code	Description	Qty	Rate	Amount
Drawing #	Drawing #23-4984D - custom tower structure with functionally linked Ropescares and FUN-1481 (2-5) composite structure	1.0 Unit	\$ 171,991.00	\$ 171,991.00
ZZXX0260	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	3.0 Unit	\$ 170.00	\$ 510.00
ZZXX0265	INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL	1.0 Unit	\$ 295.00	\$ 295.00
ZZXX0635	SWING ALONG SEAT TO 8ft TOP RAIL	1.0 Unit	\$ 1,254.00	\$ 1,254.00
ZZXX0892	Accessible Swing Seat - 8' top rail	1.0 Unit	\$ 1,537.00	\$ 1,537.00
ZZXX0914	CONE SPINNER DOUBLE DECKER	1.0 Unit	\$ 23,163.00	\$ 23,163.00
ZZXX0930	3.5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL	1.0 Unit	\$ 2,659.00	\$ 2,659.00
ZZXX0932	3.5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY	2.0 Unit	\$ 1,596.00	\$ 3,192.00
ZZXX1115S	UNITY WEB - SMALL	1.0 Unit	\$ 17,592.00	\$ 17,592.00
ZZXX1117	UNITY WEB FOOTING KIT - SMALL	1.0 Unit	\$ 1,278.00	\$ 1,278.00
Sourcewell Customer Discount - Member ID #	Sourcewell Customer Discount - Member ID #27713 includes A# discount	1.0 Unit	\$ -44,694.20	\$ -44,694.20
Freight	Shipping Charges are estimated and are subject to actual shipping charges incurred at time of shipment.	1.0 Unit	\$ 4,800.00	\$ 4,800.00
Percussion Play	Duo, inground mount	1.0 Unit	\$ 4,920.00	\$ 4,920.00
Freight	Percussion Play Shipping Charges are estimated and are subject to actual shipping charges incurred at time of shipment.	1.0 Unit	\$ 656.00	\$ 656.00
TrekFit	Basecamp Boulder with information panel	1.0 Unit	\$ 29,950.00	\$ 29,950.00
Freight	TrekFit Shipping Charges are estimated and are subject to actual shipping charges incurred at time of shipment.	1.0 Unit	\$ 2,900.00	\$ 2,900.00

Item Code	Description	Qty	Rate	Amount
Poured In Place	Provide & Install up to 5006 sf of Standard color Perma Play (50% Color / 50% Black), Leaves 100% Color with Aliphatic Binder up to 290 sq ft. Stencils for Leaves per drawing. Perma Play: 3 in (7 ft Critical Fall Height) - up to 606 Sq ft Perma Play: 3.5 in (8 ft Critical Fall Height) - up to 2057 Sq ft Perma Play: 4 in (9 ft Critical Fall Height) - up to 1837 Sq ft Perma Play: 4.5 in (10 ft Critical Fall Height) - up to 506 Sq ft Perma Play. Provide & Install Compacted Sub-Base for up to 5004 sf of Compacted Sub-Base at 4 inch depth not to exceed 99 tons. Trash Haul Fees included. Note - Variable fall heights require varying depths of excavation. *Customer responsible for security of site during installation and curing (48-72 hours after installation completion).	1.0 Each	\$ 160,000.00	\$ 160,000.00
Installation Charges	Demo, Excavation, and Concrete Customer to remove existing playground equipment, footers, concrete perimeter and surfacing down to hardpan soil. Footer holes are required to be filled with compaction gravel, 3/4" to dust, installed in 4" lifts. Assumes sidewalk to the north to remain. Depth of excavation to be confirmed with Midstates construction team in conjunction with surfacing installer to ensure adequate for level of PIP as required for impact attenuation. Excavation at varying depths to accommodate various fall heights will be required. Additional stone costs will apply for touch ups necessary due to improper excavation. Customer to complete concrete curb around perimeter prior to PIP installation.	1.0 Unit	\$ 0.00	\$ 0.00
Miscellaneous Equipment	Benches, shown, but not included. If customer wants benches they will need to be ordered/installed by customer prior to surfacing. Alternatively surface mount benches could be added at a later date on concrete pad outside the playground surfacing.	1.0 Each	\$ 0.00	\$ 0.00
Installation Charges	Installation of playground equipment per design and haul away of trash included. Customer to provide access to water. Spoils to be piled onsite for removal by others.	1.0 Unit	\$ 110,000.00	\$ 110,000.00
Customer Discount	Installation Discount	1.0 Unit	\$ -5,500.00	\$ -5,500.00

Subtotal \$ 486,502.80
Indiana Sales Tax \$ 0.00
Total \$ 486,502.80

Acceptance of Proposal

(Please be sure you have read, signed, and initialed and understand the terms and conditions) The items, prices, and conditions listed herein are satisfactory and are hereby accepted.

Signature (Approval) _____

Printed Name _____

Title _____

Date

TERMS AND CONDITIONS**QUOTE CONDITIONS AND ACCEPTANCE:****This quote is only valid for 30 days.**

*** _____ (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted. Once your order has been placed, any changes including additions, deletions, or color changes, could result in price increases, additional fees and could cause delays.

EXCLUSIONS: Unless specified, this quote excludes all of the following but not limited to:

Required Permits/Inspections, Background Checks, Davis Bacon, Prevailing Wage or Certified Payroll

Performance/Payment Bonds

Site Restoration

Site work, saw cutting/core drilling, and landscaping.

Removal of existing equipment

Unloading; Receiving of inventory or equipment; Storage of equipment.

Equipment assembly and/or installation

Safety surfacing; Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather

FREIGHT AND DELIVERY: (if applicable)

Shipping is FOB Origin (means the buyer accepts the title of the goods at the shipment point and assumes all risk once the seller ships the product). All equipment will arrive unassembled.

*** _____ (Pls Initial) Buyer is responsible to meet and provide adequate personnel/equipment to unload truck

A Check List, detailing all items shipped, will be included with the shipment. Unless taking delivery is specifically included in quote.

Buyer is responsible for ensuring the Sales Order Breakdown and Item Numbers on all boxes and pieces match the Check List.

*** _____ (Pls Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Please notify Midstates Recreation immediately of any damages.

Shortages and Concealed Damage must be reported to Midstates Recreation within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES:

All orders are subject to applicable sales tax unless a tax exemption form is on file at the time the order is placed.

PAYMENT TERMS:

An approved Credit Application is required for new customers or customers that haven't been active in the last 18 months. Terms are check with order, or 50% down payment with approved credit (terms do vary based on references). Balance of product & freight will be invoiced upon shipment, due Net 10 days. 100 % prepayment required on Replacement Parts. A 3% charge will be added to all credit card orders over \$ 3,000.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.

Midstates Recreation offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

INSTALLATION: (if applicable)

Customer must locate all underground private utilities before your scheduled installation a third-party private utility service can be provided at an additional cost if necessary. Additional charges may apply if obstruction(s) are encountered beneath the surface. Not responsible for damaged/broken parts on existing playground equipment. Not responsible for crossing sidewalks.

Acceptance of Terms & Conditions

Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.

Customer Signature

Printed Name and Title

Date

Updated:



Walker Park
Option 1



23-4984D



Walker Park
Option 1

MIDSTATES
RECREATION

23-4984D



Walker Park
Option 1



23-4984D



Walker Park
Option 1



23-4984D



Walker Park
Option 1



23-4984D



Walker Park
Option 1

MIDSTATES
RECREATION

23-4984D



Walker Park
Option 1



23-4984D



Walker Park
Option 1



23-4984D



Walker Park
Option 1



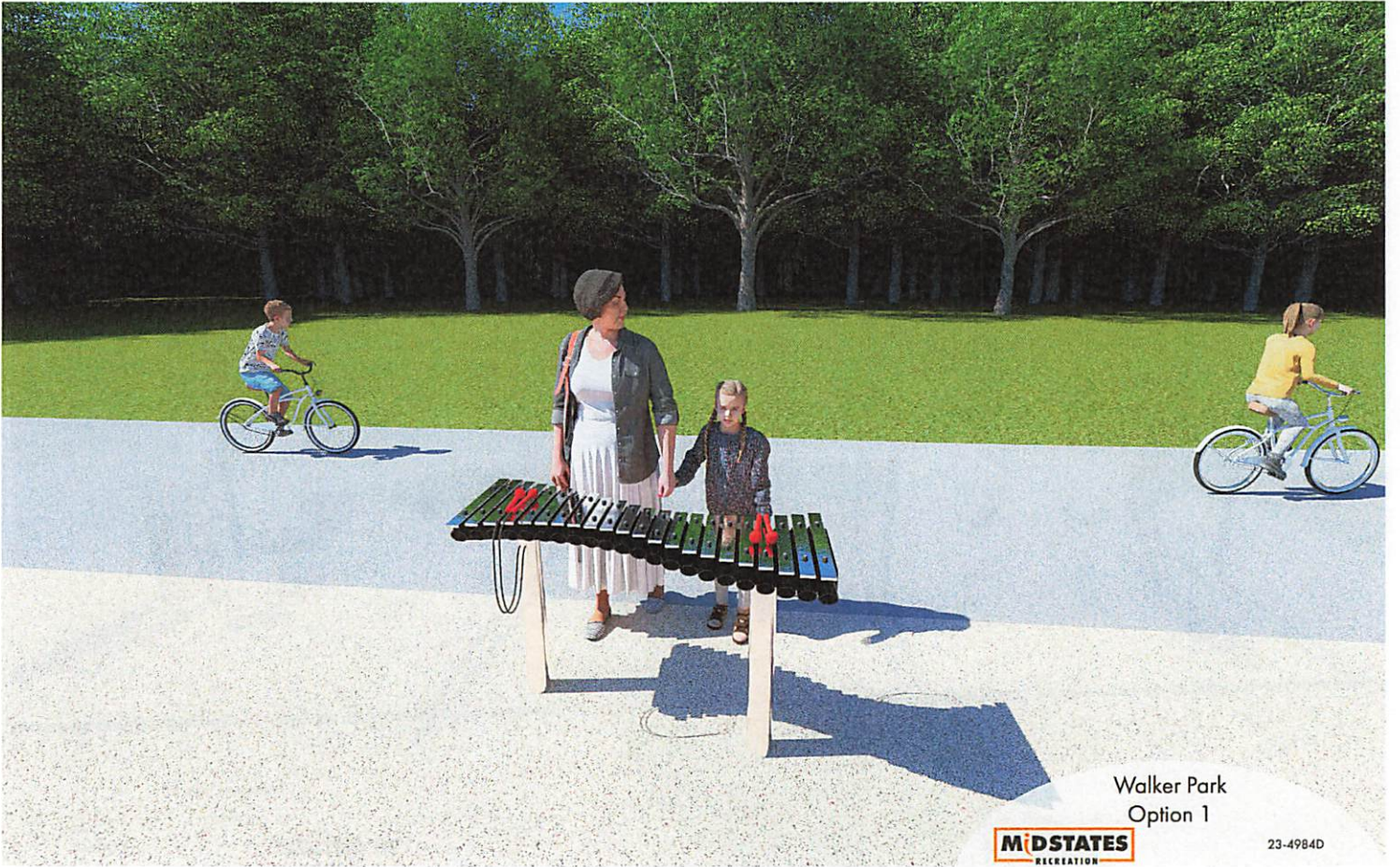
23-4984D



Walker Park
Option 1



23-4984D



Walker Park
Option 1



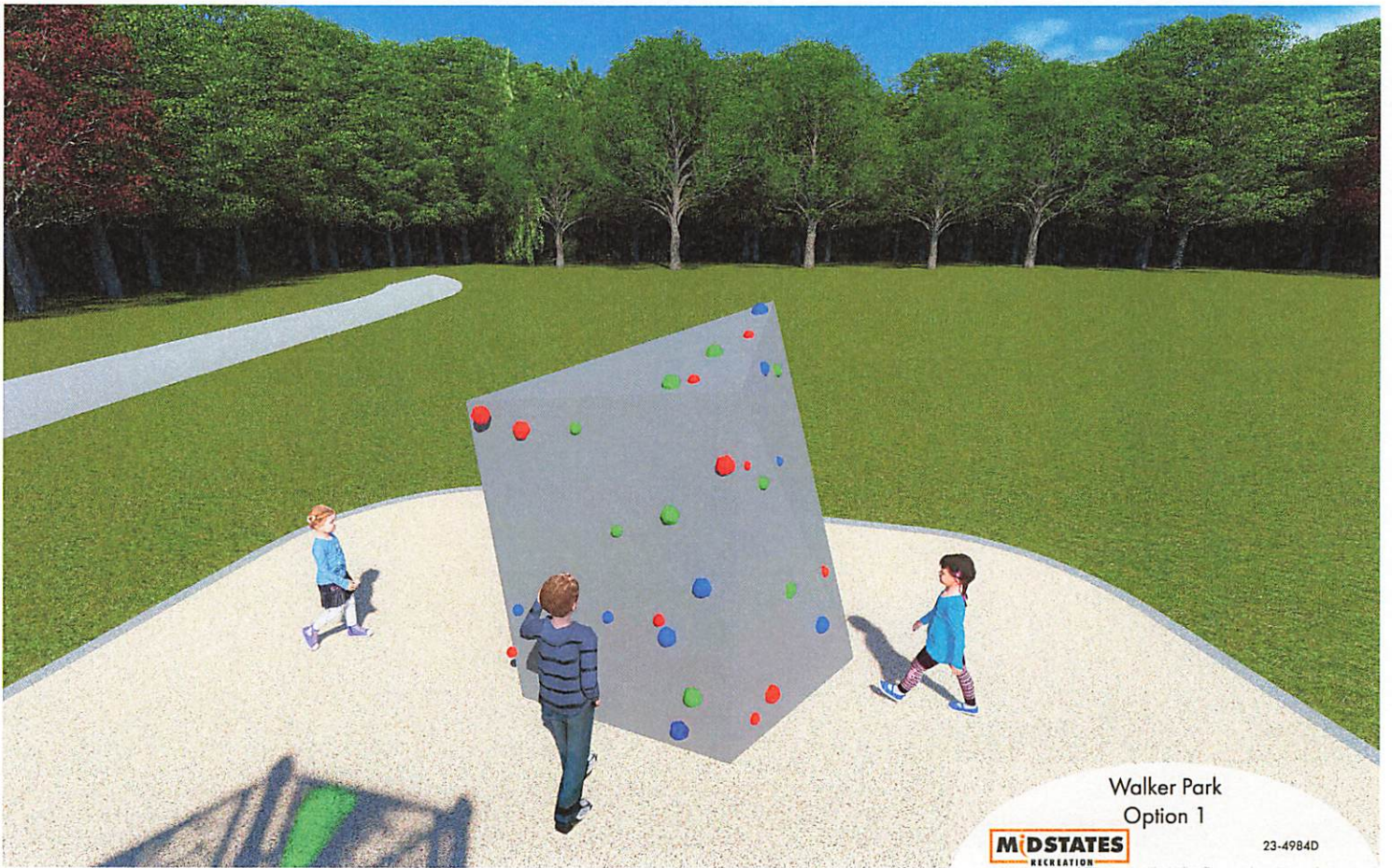
23-4984D



Walker Park
Option 1



23-4984D



Walker Park
Option 1



23-4984D

The Honorable
Rod Roberson
Mayor

Jamison Czarnecki
Parks Superintendent



Parks & Recreation
229 S. Second St.
Elkhart, IN 46516

574.295.7275
Fax: 574.522-7808

MEMO

To: Board of Elkhart Parks and Recreation

From: Jamison Czarnecki, Superintendent

Date: May 14, 2024

Re: Request for Summer 2024 Fee Schedule Amendments

Dear Park Board Members,

We are planning to open NIBCO Ice and Water Park during the summer hours to offer concessions and roller skating rentals to the residents. We have determined that we will charge \$3 for adult skate rentals and \$2 for youth skate rentals per hour. We are requesting the approval to charge up to \$35 for the rental if needed due to the skates being broken beyond repair or not returned. We will follow suit with the state parks and retain a state or city issued Identification card for a deposit to ensure a return of the rental.

We are also asking to amend the Ideal Beach admission fees to people ages 3 and under being free and \$3 for 4 years old and up. This is due to the slides being down and wanting to make sure that we still cover the costs for personnel, utilities, and life guards, but recognize that our expenses will be lower with less personnel and energy costs.

Thank you for your consideration.

Sincerely,

Jamison Czarnecki
Superintendent, Elkhart Parks and Recreation



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

May 8, 2024

City of Elkhart
1201 S Nappanee Street
Elkhart, IN 46516

Attn: Jeff Schaffer, Assistant City Engineer

RE: PROPOSAL FOR DESIGN SERVICES FOR WALKER PARK RESTROOM FACILITY

Dear Mr. Schaffer:

Thank you for reaching out to Jones Petrie Rafinski (JPR) regarding the Walker Park restroom facility project. The JPR team looks forward to continuing to work with the City of Elkhart to develop this project.

Project Understanding:

The City would like to move forward with the full design and construction of the proposed restroom facility concept previously developed by the City. While we will plan and schedule for some minor revisions to this design at the project onset, the intent is to proceed directly into construction documentation of the architectural, structural, and MEP design, with limited specifications, providing simple bidding and permit level documents,

The City would like to have plans completed and ready for bidding on July 16, 2024, with award of bid anticipated on or around August 20, 2024. The project will be competitively bid to local general contractors.

Scope of Services:

JPR will provide full architectural and engineering design services to provide permit and construction drawings for the new restroom facility. JPR will retain Prodecomm Engineering, Inc., (North Liberty, IN) as a mechanical, electrical, and plumbing (MEP) consultant for the project. The City will be responsible for all Civil Engineering services.

Design Refinement

JPR will meet with the appropriate representatives of the City to review the design drawings already completed (floor plan and elevations) for input into the changes/revisions sought by the City (assumed to be minor). JPR will prepare updated design drawings (floor plan and elevations) incorporating these changes for City approval. These design drawings will serve as the basis for future Construction Documents.

Construction Documents

Upon approval of the revised design drawings, JPR will develop working drawings to construct the work. This new facility is intended for seasonal use only (non-heated/non-conditioned), relying on passive ventilation only. The Construction Documents and related professional services that JPR will provide shall include, but are not limited to the following:

- Attend meeting(s) with Owner and Design Team;
- Construction Documents necessary for final bidding and regulatory approvals;
- Plans will be submitted to regulatory authorities for review and approval;
- Incorporation of regulatory authority comments into plan set.

Bidding and Negotiation & Construction Administration

JPR will assist in the bidding and negotiation phase and construction administration phase of the project. This will include, but not be limited to the following:

- Attendance at one pre-construction meeting with interested contractors to discuss the scope of work;
- Production and distribution of plan sets to contractors;
- Answering Contractor questions, issuing Addendums and reviewing product specifications and substitutions;
- Reviews of site construction will be completed to ensure the Contractor(s) is providing the level of quality that is required for the project (anticipating two site visits by the architect and one site visit by the engineer during construction, and attendance of both at the final walk-through);
- Based upon the on-site observations and evaluations of the Contractor's Applications for Payment, assistance to the Owner will be provided to determine the amounts due to the Contractor;
- JPR will provide clarification/interpretations of the Contract Documents if such interpretations are necessary for the proper execution or progress of work;
- JPR shall render written recommendations on claims, disputes and other matters in question between the Owner and Contractor relating to the execution or progress of the project as provided by the Contract Documents;
- Review and approve, or take other appropriate action and forward to the Owner for final disposition, the Contractor's submittals such as Shop Drawings, Product Data and Samples with respect to Contract Documents produced by JPR;
- Prepare responses to Requests for Information (RFI) provided by the Contractor;
- Provide Punch Lists based on site observations;
- Conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion;
- Review and approve, or take other appropriate action on, the Contractor's list of items to be completed or corrected.

Schedule:

JPR proposes the following project schedule assuming Notice to Proceed will be given for design work no later than May 21, 2024. This schedule is dependent on the availability of ownership during the design process for input.

Owner Review Meeting #1	05/22/2024
Owner Review Meeting #2/ Final Design Approval	06/04/2024
50% CD Submission	06/18/2024
100% Submission/ CDR State Submission	07/16/2024
Bid Opening/ Award Bid	08/20/2024
Preconstruction Meeting	08/27/2024
Start Construction (Tentative)	09/03/2024
Project Completion (Tentative)	12/20/2024

Note that JPR offices will be closed July 4th.

Project Fees:

JPR will provide the architectural tasks outlined in the Scope of Services for a total lump sum of **\$13,840.00**.

We will invoice for all work monthly.

Reimbursable Expenses:

In addition to the project fees above, we recommend you budget **\$500** for normal reimbursable expenses such as printing (plotting and copies), deliveries, and plan review fees.

Note: All reimbursable expenses are billed at 1.1 times cost.

Clarifications to Scope:

Please note the following assumptions and clarifications regarding our fees above:

1. Out-of-scope services are not included in this proposal but can provided as an Additional Service at our standard hourly rates (work will not commence on any out-of-scope services unless and until approved by client).
2. Construction staking, construction testing, construction inspection, and permit fees are not included in this proposal.
3. Project cost estimation is not included in this proposal.
4. Furniture, equipment, communications, and audio/visual system design services are not included in this proposal. JPR typically will use an outside consultant for these services and can provide a design and coordination fee if needed.
5. Any required special inspections are not included in this proposal. If these inspections are required per local jurisdiction, these will be specified to be provided by general contractor.

Jones Petrie Rafinski appreciates the opportunity to be of service on this project and is prepared to commence work immediately upon your acceptance of this proposal. Since the project will be ongoing, our services will be billed monthly. Should you have any questions or comments concerning our services or charges during the course of work, please bring them to our attention immediately so that any problem can be resolved quickly.

If you have any questions about this proposal, please do not hesitate to contact me. If acceptable, please execute the proposal by signature, where indicated, and return a copy to my attention by either mail or email at bkane@jpr1source.com.

Again, thank you very much for this opportunity. We look forward to being of service.

Sincerely,



Brian T. Kane
Senior Architect

DESIGN SERVICES FOR THE RENOVATION OF MARIAN HIGH SCHOOL LOCKER ROOMS

PROPOSAL ACCEPTANCE

This proposal is hereby accepted and authorization to proceed is hereby granted:

Accepted By: _____ Date: _____

Printed name and title: _____

Business name: _____

Billing address: _____

Billing/account manager: _____

Phone No.: _____ E-mail: _____

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



ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

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

Date Received: May 6th, 2024

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: wedding DATE(S) REQUESTED October 12th, 2024

LOCATION/VENUE REQUESTED Island Park

LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE No Yes

MOM
★

APPLICANT INFORMATION

NAME OF APPLICANT Penny Dell

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 Penny Dell 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: 2:00 p.m.

Finish Time: 8:30 p.m.

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

SET-UP TIME(S) From: 8:00 a.m. To: 2:00 pm	TEAR-DOWN From: 8:30 p.m To: 10:00 pm
EXPECTED NUMBER OF PARTICIPANTS: 200	
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

Wedding

 Concert/Performance Bike Ride Service

Brief Description of Event:

Outdoor wedding Ceremony and reception.
We will have speakers for music. Activities include
a projector movie at sunset, pumpkin carving/painting,
Candle making, Campfires (during daylight). Food includes
Chicken, soup, corn, pie, and there will also be a coffee
trailer that will need to be driven onto the Island.

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

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:

The Electric Brew

IF YES, please describe:

The Electric Brew is a coffee place in Elkhart that travels with their trailer and serves specialty coffee drinks. They will need vehicle access to the Island to drop off and pick up the trailer.

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: 2 AND Number of Accessible ADA Portable Toilets: _____

Company/Description(s): _____

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

FENCING

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

No Yes → Description: _____

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

EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

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

No Yes → _____

Number of Emergency Management Staff Requested

\$50.00 Minimum of two Event Personnel _____

\$25.00 Event Personnel each per event _____

Total Cost \$ _____

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



FIRE DEPARTMENT

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

No Yes → _____

Time(s) Requested: _____

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

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

Additional Information May Be Required.

BUILDINGS AND GROUNDS

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

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

Additional fees may apply.

WASTE RECEPTACLES

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

No Yes → _____

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

No Yes → _____

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



PARKS DEPARTMENT

EQUIPMENT REQUESTED:

No Yes → _____

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

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

City Departments Only may request the use of these items.



POLICE DEPARTMENT

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

No Yes → _____

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

Additional Information May Be Required.



STREET DEPARTMENT

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

No Yes → Street Closing: _____
Please mark all that may apply:

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

These streets should be closed from _____ AM/PM to _____ AM/PM.

OTHER STRUCTURES

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

No Yes → 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)

NO
★

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): _____

NO
★

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

NO
★

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.

Penny Dell

PRINTED NAME OF APPLICANT

[Redacted Signature]

SIGNATURE OF APPLICANT

5/10/24

DATE

WITNESSED: Clerk of the Board of Works

Date _____

APPROVED: BOARD OF PUBLIC WORKS

President

Date _____

RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)

President or Secretary

Date _____



ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

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

Date Received: 5/9/2024

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: Delight Restaurant Group South Bend Picnic DATE(S) REQUESTED July 18th

LOCATION/VENUE REQUESTED Elkhart Studebaker Pavilion

LOCATION/VENUE 2ND CHOICE REQUESTED McNaughton Pavilion

OFFICE USE: DATE/VENUE AVAILABLE No Yes

APPLICANT INFORMATION

NAME OF APPLICANT Jaimie Tate

NAME OF PERMITTEE Jaimie Tate - Director of Operations

PRODUCTION COMPANY/ORGANIZATION

Delight Restaurant Group

STREET ADDRESS 50806 Morning Dove Cts APT/UNIT/SUITE

CITY Elkhart STATE IN ZIP CODE 46514

E-MAIL ADDRESS jtate@delightrg.com

DAYTIME PHONE (757) 389-6877 FAX CELL PHONE (757) 389-687

EVENT DAY ON-SITE CONTACT * REQUIRED (757) 389-6877 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)

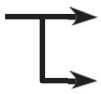
Start Time: 9am

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: 9am To: 10am	TEAR-DOWN From: 8pm To: 10pm
EXPECTED NUMBER OF PARTICIPANTS: Around 50-60 at one given time	
If the event is reoccurring, please submit the past number of participants below. hosting about 120 throughout the day	
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

Company Picnic for Management & Family

Concert/Performance

Bike Ride

Service

Brief Description of Event:

Yearly Company Picnic for our Management Teams of the local 15 Taco Bells that we operate in South Bend

They will be able to bring family members for hot dogs, hamburgers, sides & games.

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

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 → _____

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

PARKS DEPARTMENT

EQUIPMENT REQUESTED:

No Yes → _____

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

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

City Departments Only may request the use of these items.

POLICE DEPARTMENT

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

No Yes → _____

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

Additional Information May Be Required.

STREET DEPARTMENT

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

No Yes → Street Closing: _____

Please mark all that may apply:

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

These streets should be closed from _____ AM/PM to _____ AM/PM.

OTHER STRUCTURES

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

No Yes → Number of Structures: 2

→ Description(s): Snow Cone Machine & Cotton Candy Machine for the Kids

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): Jaimie Tate

Contact cell number (area code plus number): (757) 389-6877

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2024

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 600 Corporate Point Suite 600 Culver City, CA 90230	CONTACT NAME: Naomi Della PHONE (A/C, No, Ext): (818) 257-7443 FAX (A/C, No): E-MAIL ADDRESS: naomi.della@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
INSURED Delight TB Indiana LLC PO Box 780023 Wichita, KS 67278	INSURER A : Markel American Insurance Company NAIC # 28932
	INSURER B : Wesco Insurance Company 25011
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			MKLM6MMP1000800	12/5/2023	12/5/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			MKLM6MM70000831	12/5/2023	12/5/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WWC3691381	12/5/2023	12/5/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Company picnic for management and families on 7/18/24
 Civil City of Elkhart, Elkhart Park Board for and on behalf of Parks & Recreation, Civil City of Elkhart are included as additional insured per attached.

CERTIFICATE HOLDER City of Elkhart CITY OF ELKHART Park & Recreation Dept 229 S Second St. Elkhart, IN 46516	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<p>Person(s) Or Organization(s): As required by written contract prior to loss.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule as an insured but only with respect to the following specified liability:

1. Managers Or Lessors Of Premises

Liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises; and
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

2. Grantor Of Franchise

Liability as grantor of a franchise to you.

3. Lessors of Leased Equipment

Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However:

- 1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insureds is required by a contract or agreement, the insurance afforded to such additional insureds will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section **III** – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<p>Person(s) Or Organization(s): As required by written contract prior to loss.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule as an insured but only with respect to the following specified liability:

1. Managers Or Lessors Of Premises

Liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises; and
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

2. Grantor Of Franchise

Liability as grantor of a franchise to you.

3. Lessors of Leased Equipment

Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However:

- 1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insureds is required by a contract or agreement, the insurance afforded to such additional insureds will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section **III** – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

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.

Jaimie Tate

PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

5/9/2024

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 _____

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.

Jaime Tate
PRINTED NAME OF APPLICANT

Jaime Tate
SIGNATURE OF APPLICANT

5/9/2024
DATE

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



ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

229 South 2nd 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: Fellowship OF Friends + Family DATE(S) REQUESTED Aug 10th
LOCATION/VENUE REQUESTED Mc Naughton Park Pavillion + Band Shell
LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE No Yes

APPLICANT INFORMATION

NAME OF APPLICANT [REDACTED]

NAME OF PERMITTEE _____

PRODUCTION COMPANY/ORGANIZATION [REDACTED]

STREET ADDRESS [REDACTED] APT/UNIT/SUITE _____

CITY [REDACTED] STATE IN ZIP CODE [REDACTED]

E-MAIL ADDRESS [REDACTED]

DAYTIME PHONE [REDACTED] FAX _____ CELL PHONE [REDACTED]

EVENT DAY ON-SITE CONTACT * REQUIRED [REDACTED] DAYTIME PHONE [REDACTED] CELL PHONE [REDACTED]

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: 5:40 pm

Finish Time: 10:40 pm

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

SET-UP TIME(S)

TEAR-DOWN

From: _____ To: _____

From: _____ To: _____

EXPECTED NUMBER OF PARTICIPANTS: 100 +

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

Corn Hole

Concert/Performance

Bike Ride

Service

Brief Description of Event:

Christian Concert, Hot dog & hamburgers
to eat, Corn hole games for friends & family

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

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 →

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

PARKS DEPARTMENT

EQUIPMENT REQUESTED:

No Yes →

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

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

City Departments Only may request the use of these items.

POLICE DEPARTMENT

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

No Yes → _____

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

Additional Information May Be Required.

STREET DEPARTMENT

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

No Yes → Street Closing: _____

Please mark all that may apply:

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

These streets should be closed from _____ AM/PM to _____ AM/PM.

OTHER STRUCTURES

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

No Yes → 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.

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): Lisa Arendt

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

EVENT MAPS

SITE MAP (Required for all Applicants)

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

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.

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)

_____ Music w/ only be performed between
_____ 7-9:00 pm

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.

Lisa Arendt

PRINTED NAME OF APPLICANT

[Redacted Signature]
SIGNATURE OF APPLICANT

4-29-2024
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 2nd 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: Elkhart Mennonite Worship DATE(S) REQUESTED July 21, 2024
LOCATION/VENUE REQUESTED Island Park
LOCATION/VENUE 2ND CHOICE REQUESTED McNaughton Park
OFFICE USE: DATE/VENUE AVAILABLE No Yes

APPLICANT INFORMATION

NAME OF APPLICANT Sharon Norton, Pastor
NAME OF PERMITTEE Fellowship of Hope Mennonite Church
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 Sharon Norton 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: 9:00

Finish Time: 12:00 pm

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

SET-UP TIME(S)

From: 9:00 To: 10:00

TEAR-DOWN

From: 11:30 To: 12:00

EXPECTED NUMBER OF PARTICIPANTS:

200-250

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

2023 NUMBER OF PARTICIPANTS:

150-200

2022 NUMBER OF PARTICIPANTS:

150

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

(Please check No or Yes below.)

No

Yes

Event Name: Elkhardt Mennonite Worship

Location: Island Park

Date: July 30, 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

worship service

Concert/Performance

Bike Ride

Service

Brief Description of Event:

This is a joint worship service for Elkhardt Mennonite churches. There will be music instruments and singing as well as preaching.

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@coel.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 \longrightarrow 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 \longrightarrow 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 \longrightarrow Number of Vehicles: _____
 \longrightarrow Vehicle Description(s): _____



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

No Yes \longrightarrow Number of Vehicles: _____
 \longrightarrow Vehicle Description(s): _____

STAGES/PLATFORMS

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

*May require additional insurance.

No Yes  Number of Stage(s): _____
 Stage Description(s): _____

Stage Owner _____ Phone Number: _____

Address: Street, City, State, Zip _____



Stage Specs will be required.

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

PORTABLE TOILETS

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


ADA-compliant toilets are required for Public Gatherings.

No Yes  Number of Portable Toilets: _____ **AND** Number of Accessible ADA Portable Toilets: _____
 Company/Description(s): _____

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

FENCING


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

No Yes  Description: _____

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

EMERGENCY SUPPORT SERVICES - Motor Vehicle and Pedestrian Control

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

No Yes  _____

Number of Emergency Management Staff Requested

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

Total Cost \$ _____

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

FIRE DEPARTMENT

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

No Yes → _____

Time(s) Requested: _____

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

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

Additional Information May Be Required.

BUILDINGS AND GROUNDS

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

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

Additional fees may apply.

WASTE RECEPTACLES

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

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

No Yes → _____

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

(Please check No or Yes below.)

No Yes → _____

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

PARKS DEPARTMENT

EQUIPMENT REQUESTED:

No Yes → _____

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

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

City Departments Only may request the use of these items.

POLICE DEPARTMENT

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

No Yes → _____

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

Additional Information May Be Required.

STREET DEPARTMENT

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

No Yes → Street Closing: _____
Please mark all that may apply:

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

These streets should be closed from _____ AM/PM to _____ AM/PM.

OTHER STRUCTURES

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

No Yes → 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.

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): Shawn Norton

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

EVENT MAPS

SITE MAP (Required for all Applicants)

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

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.

Sharon Norton

PRINTED NAME OF APPLICANT

[Redacted Signature]

SIGNATURE OF APPLICANT

5/1/24

DATE

WITNESSED: Clerk of the Board of Works

Date _____

APPROVED: BOARD OF PUBLIC WORKS

President

Date _____

RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)

President or Secretary

Date _____



ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

229 South 2nd 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 2ND 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 [REDACTED] APT/UNIT/SUITE

CITY [REDACTED] STATE [REDACTED] ZIP CODE [REDACTED]

E-MAIL ADDRESS
denspencerboyz05@gmail.com

DAYTIME PHONE [REDACTED] FAX CELL PHONE [REDACTED]

EVENT DAY ON-SITE CONTACT * REQUIRED Ashley Spencer DAYTIME PHONE [REDACTED] 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

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): _____

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:

REQUESTING WAIVED OR REDUCED RENTAL FEES

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: 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.

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]

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.

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 2nd 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 2ND 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 [REDACTED] APT/UNIT/SUITE

CITY Elkhart STATE IN ZIP CODE [REDACTED]

E-MAIL ADDRESS [REDACTED]

DAYTIME PHONE [REDACTED] FAX CELL PHONE [REDACTED]

EVENT DAY ON-SITE CONTACT * REQUIRED Ashley Spencer DAYTIME PHONE [REDACTED] 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 LOGISTICS

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

FOOD AND ALCOHOLIC BEVERAGES: 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): _____

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: **REQUESTING WAIVED OR REDUCED RENTAL FEES.**

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.

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]

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.

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 2nd 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: Parks Neighborhood Socials DATE(S) REQUESTED 6/13, 6/27, 7/11, 7/25, 8/8, 8/22

LOCATION/VENUE REQUESTED Langle Park, Weston Park, Woodlawn Nature Center, Sterling Park, Ullery Park, Edgewater Park

LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE No Yes

APPLICANT INFORMATION

NAME OF APPLICANT
Maddy Gordon

NAME OF PERMITTEE

Elkhart Parks and Recreation

PRODUCTION COMPANY/ORGANIZATION

STREET ADDRESS

229 S. 2nd St

APT/UNIT/SUITE

CITY

Elkhart

STATE

IN

ZIP CODE

46516

E-MAIL ADDRESS

maddy.gordon@coei.org

DAYTIME PHONE

574-295-7275

FAX

CELL PHONE

EVENT DAY ON-SITE CONTACT * REQUIRED

Maddy Gordon

DAYTIME PHONE

574-295-7275

CELL PHONE

269-240-8641

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

(Please check No or Yes Below)

No Yes \longrightarrow 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 \longrightarrow 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 \longrightarrow Please attach current verification of ST-105 status

FEDERAL TAX ID #

EVENT LOGISTICS

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

FOOD AND ALCOHOLIC BEVERAGES: **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: Kona Ice

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: 5

→ Tent/Canopy Size(s): 10 x 10

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

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

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

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

VEHICLES

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

 No Yes

→ Number of Vehicles: _____

→ Vehicle Description(s): _____

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

 No Yes

→ Number of Vehicles: 5

→ Vehicle Description(s): Kona Ice, EPL Book Mobile, Police/Fire, etc.

FIRE DEPARTMENT

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

No Yes →

4:30-6:30PM

Time(s) Requested: _____

- Ambulance(s) Number Requested 1
- Medic Kubota
- Fire Truck
- First Aid Station

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

We are inviting the Fire dept to have a presence of the event to mingle with residents

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.

We are inviting the police dept to attend and mingle with residents

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: Kids playing/possible music near residences

Parade and Special Exception to Noise Ordinance:

- Yes
 No

Public Assembly and Special Exception to Noise Ordinance:

- Yes
 No

Special Exception to Noise Ordinance:

- Yes
 No

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

Surrounding neighborhood

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

Notifying residents of the events and inviting them to come.

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): Maddy Gordon

Contact cell number (area code plus number): 269-240-8641

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.

Maddy Gordon

PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

04/15/24

DATE

WITNESSED: Clerk of the Board of Works

Date _____

APPROVED: BOARD OF PUBLIC WORKS

President

Date _____

RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)

President or Secretary

Date _____



ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

229 South 2nd 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: Lemonade Day DATE(S) REQUESTED June 1, 2024

LOCATION/VENUE REQUESTED walker Park

LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE No Yes

APPLICANT INFORMATION

NAME OF APPLICANT
MADDY GORDON
NAME OF PERMITTEE

CITY OF ELKHART PARKS DEPARTMENT
PRODUCTION COMPANY/ORGANIZATION

229 S. Second street
STREET ADDRESS

Elkhart CITY STATE IN ZIP CODE 46514

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: 8 am Finish Time: 6 pm

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

SET-UP TIME(S)	TEAR-DOWN
From: _____ 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: Lemonade Day
 Location: walker Park 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

Junior Achievement program, teaches learn entrepreneurial skills.

Brief Description of Event:

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

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: Not likely, but possible.

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: IN PARKING LOT

Vehicle Description(s): _____

STAGES/PLATFORMS

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

***May require additional insurance.**

No Yes  Number of Stage(s): _____

 Stage Description(s): _____

Stage Owner _____ Phone Number: _____

Address: Street, City, State, Zip _____

Stage Specs will be required.


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

PORTABLE TOILETS

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

ADA-compliant toilets are required for Public Gatherings.


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

 Company/Description(s): _____

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

FENCING

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

No Yes  Description: _____

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

EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

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

No Yes 

Number of Emergency Management Staff Requested

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

Total Cost \$ _____

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

FIRE DEPARTMENT

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

No Yes → _____

Time(s) Requested: _____

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

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

Additional Information May Be Required.

BUILDINGS AND GROUNDS

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

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

Additional fees may apply.

WASTE RECEPTACLES

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

No Yes → _____

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

No Yes → _____

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

PARKS DEPARTMENT

EQUIPMENT REQUESTED:

No Yes → _____

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

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

City Departments Only may request the use of these items.

POLICE DEPARTMENT

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

No Yes → _____

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

Additional Information May Be Required.

STREET DEPARTMENT

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

No Yes → Street Closing: _____
Please mark all that may apply:

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

These streets should be closed from _____ AM/PM to _____ AM/PM.

OTHER STRUCTURES

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

No Yes → 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): _____

Contact cell number (area code plus number): _____

EVENT MAPS

SITE MAP (Required for all Applicants)

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

ROUTE MAP (Runs, Walks, Bike Rides)

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

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

ELKHART COUNTY HEALTH DEPARTMENT

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

INDEMNIFICATION, WAIVER AND RELEASE

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.

MADDY GORDON

PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

5/9/24

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 _____



FREQUENTLY ASKED QUESTIONS

ABOUT THE PROGRAM

What is Lemonade Day?

Lemonade Day is a FREE community-wide, educational initiative designed to teach children how to start, own and operate their own business—a lemonade stand.

When is Lemonade Day?

This year Lemonade Day is **Saturday, June 1st**.

What do children learn?

Children learn the entrepreneurial skills necessary to be successful in the future and become contributing members of their communities. They learn how to create a budget, set profit-making goals, serve customers, repay investors and give back to the community. We encourage them to spend some of their profit as a reward for their hard work, save some of their profit for a rainy day or to re-invest in their business, and share some of their profit with the community that supported them.

How much does it cost to participate in Lemonade Day?

Lemonade Day is a **FREE** program for all youth. The curriculum, activities, services, products and resources of Lemonade Day are made possible by the generous donations of individuals, corporations, community organizations and foundations.

How old do you have to be to participate in Lemonade Day?

Lemonade Day is open to youth of all ages. The curriculum is written to target youth in grades 3-5 however, the material can be adapted for older or younger audiences.

What happens to the money raised on Lemonade Day?

The money made at each stand on Lemonade Day belongs to the youth participants who operate that stand. 100% of what they make is their business profit. The Lemonade Day curriculum encourages them to spend some, save some, and share some.

REGISTRATION

How does my child register?

The sooner you register, the more time your child will have to plan their stand. Registration is easy peasy lemon squeezy! You can complete it at

<https://lemonadeday.org/elkhart-county>

What do we do after we register?

Bring your registration email to one of the following pick up locations:

Greater Elkhart Chamber of Commerce: M-F 8am-5pm 418 S Main St.

Goshen Chamber of Commerce: M 9am-4pm T-F 8am-4pm 232 S Main St.

Middlebury Chamber of Commerce: M-F 10am-5:30pm Sat 9am-4pm 201 S. Main St.

Nappanee Chamber of Commerce: M-F 8am-5pm 302 W Market St.

Wakarusa Chamber of Commerce: T-F 9am-12:30pm 100 Kemar St.

Town of Bristol: M-F 8am-4pm 303 E Vistula St

March 11th: Middlebury Library Mario Day Party 3-6pm 101 E. Winslow St.

March 30th: Elkhart County Fairgrounds Easter Extravaganza 17746-D CR 34 Goshen 8am - 1pm

April 27th: Wakarusa Maple Syrup Festival 100 W. Waterford St. 10am - 2pm

May 3rd: Goshen First Fridays Downtown Goshen 5-8pm

May 4th: Elkhart Farmer's Market 200 Nibco Pkwy 9am-12pm

Where is the training for Lemonade Day?

The Lemonade Day curriculum walks you through everything you need to know to start your lemonade business. Families (or mentors) work through the curriculum together with their participants to make a plan, build a stand, and execute their plan on Lemonade Day.

LOGISTICS

Where can my child set up their lemonade stand?

Some participants set up in front of their homes while others request to set up in front of a local business in hopes of getting more traffic. If you do have a business site in mind, be sure to have your child ask for permission early for the best chance of success. Check out your city's website for a list of location options and details. **Check out our website for different Sweet Spot locations throughout the county! Your child will have the option to register for spots in front of pre-approved organizations.**

How will customers know where to find us?

Once you have your location determined, you can add your stand on the map. It's easy and you can use our **Brand Your Stand** tool on our website to include the hours of operation and special features of your new business. **BE ONE OF THE FIRST 20 to brand your stand this year and receive a FREE corrugated LEMONADE STAND from Welch Packaging.**

Do we need a health permit to participate in Lemonade Day?

No permit is required. We have taken care of that for you!

Can we set up our lemonade stand on a different day?

Many times, youth decide they like the opportunity to make their own money and want to continue throughout the year. We encourage that! If you choose to participate on a day other than Lemonade Day, please be sure to set up your stand on private property with the permission of the owner. **Participants have until August 15th to turn in their results online!**

COMMUNITY PARTICIPATION

How can schools participate in Lemonade Day?

There are many ways schools and classrooms participate effectively in Lemonade Day all over the country. In fact, many schools have incorporated Lemonade Day as part of their curriculum.

How can community members participate?

On Lemonade Day, everyone has a job! Lemonade Day is as much about community and engagement as it is about supporting young entrepreneurs.

On Lemonade Day, we hope you'll be out there buying glasses of lemonade

and getting to know the young entrepreneurs in your community. There's also plenty to do in the months and weeks leading up to Lemonade Day.

You may want to mentor youth, serve as a guest speaker in schools, donate,

sponsor stands in front of your business, help stuff backpacks or any number of volunteer activities.

For more information on getting involved

contact **Megan Hartman** Megan.Hartman@ja.org 260.463.1589



Success is Sweet!

©Lemonade Day 2024



ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

229 South 2nd 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: Movie in the Park DATE(S) REQUESTED 7/26

LOCATION/VENUE REQUESTED Studebaker Park

LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE No Yes

APPLICANT INFORMATION

NAME OF APPLICANT
Maddy Gordon

NAME OF PERMITTEE
Elkhart Parks and Recreation

PRODUCTION COMPANY/ORGANIZATION

STREET ADDRESS
229 S. 2nd St APT/UNIT/SUITE _____

CITY
Elkhart STATE
IN ZIP CODE
46516

E-MAIL ADDRESS
maddy.gordon@coei.org

DAYTIME PHONE
574-295-7275 FAX _____ CELL PHONE
269-240-8641

EVENT DAY ON-SITE CONTACT * REQUIRED
Maddy Gordon DAYTIME PHONE
574-295-7275 CELL PHONE
269-240-8641

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

No Yes \longrightarrow 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 \longrightarrow 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 \longrightarrow Please attach current verification of ST-105 status

FEDERAL TAX ID #

EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time: **7PM**

Finish Time: **9:30PM**

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

SET-UP TIME(S) From: 6PM To: 7PM	TEAR-DOWN From: 9:30PM To: 10PM
EXPECTED NUMBER OF PARTICIPANTS: 150	
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

Free movie showing

Brief Description of Event:

We will be showing Trolls Band Together on a Monster Message screen at Studebaker on July 26. Our Parks Concessions Trailer will be serving food.

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

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: Parks Concession Trailer

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): J&K Septic

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

FENCING

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

No Yes → Description: _____

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

EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control

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

No Yes → _____

Number of Emergency Management Staff Requested

\$50.00 Minimum of two Event Personnel _____

\$25.00 Event Personnel each per event _____

Total Cost \$ _____

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

FIRE DEPARTMENT

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

No Yes →

Time(s) Requested: _____

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

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

Additional Information May Be Required.

BUILDINGS AND GROUNDS

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

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

Additional fees may apply.

WASTE RECEPTACLES

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

No Yes →

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

No Yes →

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

PARKS DEPARTMENT

EQUIPMENT REQUESTED:

No Yes →

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

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

City Departments Only may request the use of these items.

POLICE DEPARTMENT

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

No Yes 

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

Additional Information May Be Required.

STREET DEPARTMENT

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

No Yes  Street Closing: _____
Please mark all that may apply:

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

Street Closed From: _____ To: _____


Street Closed From: _____ To: _____

Street Closed From: _____ To: _____

These streets should be closed from _____ AM/PM to _____ AM/PM.

OTHER STRUCTURES

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

No Yes  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:

Free Movie at Studebaker Park, Trolls Band Together: July 26th starting at Dusk

Bridge Banner:

- Yes
 No

Please indicate location:

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

NOISE ORDINANCE

Will the event require an exception to noise by the Permittee?

(Please check No or Yes below.)

- No Yes →

Reason:

Voices, movie playing loudly

Parade and Special Exception to Noise Ordinance:

- Yes
 No

Public Assembly and Special Exception to Noise Ordinance:

- Yes
 No

Special Exception to Noise Ordinance:

- Yes
 No

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

Neighbors

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

Prior notification of the event

EMERGENCY ACTION PLAN

PURPOSE (Required for all Applicants)

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

BASIC PLAN

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

Contact full name (first/last name): Maddy Gordon

Contact cell number (area code plus number): 269-240-8641

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.

Maddy Gordon

PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

4/15/24

DATE

WITNESSED: Clerk of the Board of Works

Date _____

APPROVED: BOARD OF PUBLIC WORKS

President

Date _____

RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)

President or Secretary

Date _____



ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

229 South 2nd 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: Independence Day Celebration DATE(S) REQUESTED 7/5/24

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

LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE No Yes

APPLICANT INFORMATION

NAME OF APPLICANT
Maddy Gordon

NAME OF PERMITTEE
City of Elkhart Parks and Recreation Department

PRODUCTION COMPANY/ORGANIZATION

STREET ADDRESS
229 S. 2nd St

APT/UNIT/SUITE

CITY
Elkhart

STATE
IN

ZIP CODE
46516

E-MAIL ADDRESS
maddy.gordon@coei.org

DAYTIME PHONE
574-295-7275

FAX

CELL PHONE
269-240-8641

EVENT DAY ON-SITE CONTACT * REQUIRED
Maddy Gordon

DAYTIME PHONE
574-295-7275

CELL PHONE
269-240-8641

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: **10:30PM**

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

SET-UP TIME(S) From: 3PM To: 5PM	TEAR-DOWN From: 10:30PM To: 11:30PM
EXPECTED NUMBER OF PARTICIPANTS: <p style="text-align: center; font-size: 1.2em;">10,000</p>	
If the event is reoccurring, please submit the past number of participants below.	
2023 NUMBER OF PARTICIPANTS: 8,000	2022 NUMBER OF PARTICIPANTS: 7,000

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

No Yes

Event Name: Independence Day Celebration

Location: Central Green, Central Green Stage, Civic Plaza

Date: 7/1/24

EVENT DESCRIPTION

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

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

Brief Description of Event:

We will have two bands starting at 6PM and finishing as the fireworks begin around 10:15PM. We will have children's activities and food vendors.

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

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: Food vendors that have been approved by the ECHD.

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: 4

 Tent/Canopy Size(s): 10 x 10

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

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


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

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

VEHICLES

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

No Yes  Number of Vehicles: _____

 Vehicle Description(s): _____

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

No Yes  Number of Vehicles: _____

 Vehicle Description(s): _____

STAGES/PLATFORMS

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

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

No Yes → Number of Stage(s): Central Green Stage

Stage Description(s): _____

Stage Owner _____ Phone Number: _____

Address: Street, City, State, Zip _____

Stage Specs will be required.

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

PORTABLE TOILETS

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

ADA-compliant toilets are required for Public Gatherings.

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

Company/Description(s): J & K Septic

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

FENCING

Will the event include the installation of event fencing by the 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 → To help secure fireworks staging area/blocking off bridges

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 →

TBD by Fire Department

Time(s) Requested: _____

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

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

TBD

Additional Information May Be Required.

BUILDINGS AND GROUNDS

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

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

Additional fees may apply.

WASTE RECEPTACLES

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

No Yes →

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

No Yes →

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

PARKS DEPARTMENT

EQUIPMENT REQUESTED:

No Yes →

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

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

City Departments Only may request the use of these items.

POLICE DEPARTMENT

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

No Yes → _____

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

Security and oversight of 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: Main St & Waterfall St

Please mark all that may apply:

Street Closed From: Franklin St To: High 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 4PM AM/PM to 11PM 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: Independence Day Celebration, July 5, 5-10:30PM at Central Green

Bridge Banner:

- Yes
 No

Please indicate location:

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

NOISE ORDINANCE

Will the event require an exception to noise by the Permittee?

(Please check No or Yes below.)

No Yes → Reason: Band, people, fireworks

Parade and Special Exception to Noise Ordinance:

- Yes
 No

Public Assembly and Special Exception to Noise Ordinance:

- Yes
 No

Special Exception to Noise Ordinance:

- Yes
 No

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

Surrounding businesses and homes

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

Prior notification to the public of the event.

EMERGENCY ACTION PLAN

PURPOSE (Required for all Applicants)

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

BASIC PLAN

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

Contact full name (first/last name): Maddy Gordon

Contact cell number (area code plus number): 269-240-8641

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.

Maddy Gordon

PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

4/15/24

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 _____

City of Elkhart Display Site Plan

Friday, July 5, 2024



- Show Setup Safety Perimeter
- Safety Perimeter during show & until we give the all clear

Our launch area for this show will be the southwest corner of Kardzhali Park along the sidewalk. The largest shell we will be firing from the launch area is 2.5" in diameter. NFPA requires 70' per in of shell diameter.

The Yellow Safety Perimeter should be restricted to our crew and essential emergency personnel upon our arrival.

The areas in Red should remain closed 20 minutes prior to the show and not opened back up until Ace Pyro gives the all clear. (Typically 20 to 30 minutes after the show has concluded)

We will have multiple crew members within the Yellow Safety Perimeter acting as spotters with radio communication to one another.

Quentin Dodd
 Ace Pyro, LLC
 Cell : 574-370-7261



**ELKHART BOARD OF WORKS
2024 USE & EVENT PERMIT APPLICATION**

229 South 2nd 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: Thor Industries Elkhart River Walk Grand Prix DATE(S) REQUESTED 08/02/2024 - 08/03/2024

LOCATION/VENUE REQUESTED Elkhart Downtown Area/River Walk/Central Green Space

LOCATION/VENUE 2ND CHOICE REQUESTED _____

OFFICE USE: DATE/VENUE AVAILABLE No Yes

APPLICANT INFORMATION

NAME OF APPLICANT
Jack Hoaglin

NAME OF PERMITTEE

USAC/City Of Elkhart

PRODUCTION COMPANY/ORGANIZATION

4910 West 16th Street

STREET ADDRESS

Speedway

APT/UNIT/SUITE

CITY

jack@usacnation.com

STATE

IN

ZIP CODE

46224

E-MAIL ADDRESS

DAYTIME PHONE
517-630-1784

FAX

CELL PHONE

517-630-1784

EVENT DAY ON-SITE CONTACT * REQUIRED
Kristi Sommer

DAYTIME PHONE
574-361-2344

CELL PHONE
574-361-2344

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

No Yes → Name of Organization: USAC/City of Elkhart

NAME OF SPONSORING ORGANIZATION CONTACT

Jack Hoaglin

SPONSORING ORG. CONTACT PHONE

517-630-1784

ADDRESS OF SPONSORING ORGANIZATION

4910 West 16th Street

CITY

Speedway

ZIP CODE

46224

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

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

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

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

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

FEDERAL TAX ID #

EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time: 08/02/2024 1200 Finish Time: 08/03/2024 0000

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

SET-UP TIME(S) From: 07/31/2024 To: 08/02/2024	TEAR-DOWN From: 08/03/2024 0000 To: 08/5/2024 0800
EXPECTED NUMBER OF PARTICIPANTS: 20,000	
If the event is reoccurring, please submit the past number of participants below.	
2023 NUMBER OF PARTICIPANTS: 20,000	2022 NUMBER OF PARTICIPANTS: 20,000

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

No Yes

Event Name: Same

Location: Same

Date: 2017,2018,2019,2021,2022,2023,

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 Go Karts
 Concert/Performance Bike Ride
 Service

Brief Description of Event:
We will be racing Go Karts around Waterfall to NIBSCO Parkway, Having Live Music, and Fireworks.

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@coel.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: Have not got all the Vendor's name yet. United Beverage

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: 5

Tent/Canopy Size(s): Eash Sponsor is going to get thier permit

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

The following is required for tents over 400 square feet (20 ft. X 20 ft.): Require inspections by the Elkhart City Fire Department. Refer to Indiana Fire Code 3103.2 Utilities must be marked. Call 811 for Utilities to mark the tent area. Permits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 228 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: 2

Vehicle Description(s): Golf Carts

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

No Yes → Number of Vehicles: 2

Vehicle Description(s): Golf Carts

STAGES/PLATFORMS

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

No Yes → Number of Stage(s): 1 EA Pro Music providing Sound
Stage Description(s): Central Green Stage
Stage Owner City of Elkhart Phone Number: 574-294-5471
Address: Street, City, State, Zip 229 S Second Street

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: 10 AND Number of Accessible ADA Portable Toilets: 2
Company/Description(s): J & K Septic

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

FENCING

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

No Yes → Description: Plastic and Event

May require a call to 311 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 → For Fireworks will work with Wayne Bais

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 → Ambulance, Medic, Kubota, and Fire Truck
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 All Other _____

Snow Fencing Number of Feet Requested All 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 → Welch Packaging - Maybe

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 → 2

- 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 →

Wayne Bais

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

Additional Information May Be Required.

STREET DEPARTMENT

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

No Yes → Street Closing:
Please mark all that may apply:

Street Closed From: <u>Franklin - Waterfall</u>	To: <u>Main Street</u>
Street Closed From: <u>Main - Franklin</u>	To: <u>High Street</u>
Street Closed From: <u>High - Main</u>	To: <u>Waterfall</u>
Street Closed From: <u>Jackson - Main</u>	To: <u>NIBCO Parkway</u>
Street Closed From: <u>NIBCO Parkway - Jackson</u>	To: <u>Elkhart Ave</u>
Street Closed From: <u>Waterfall - East Street</u>	To: <u>Jackson</u>

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: 1

Description(s): NIBCO Park and Skate Building

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: Music and Go Karts

Parade and Special Exception to Noise Ordinance:

- Yes
- No

Public Assembly and Special Exception to Noise Ordinance:

- Yes
- No

Special Exception to Noise Ordinance:

- Yes
- No

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

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

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

We will have emergency services positioned around the track which will include police, fire, ESS, Ambulances, and Medical Staff.

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): Kristi Sommer

Contact cell number (area code plus number): 574-361-2344

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.

Jack Hoaglin

Jack Hoaglin

PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

5/9/2024

DATE

WITNESSED: Clerk of the Board of Works

Date _____

APPROVED: BOARD OF PUBLIC WORKS

President

Date _____

RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)

President or Secretary

Date _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2024

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

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

PRODUCER THE CONRAD GROUP, LLC P.O. BOX 361311 INDIANAPOLIS IN 46236		CONTACT NAME: Service PHONE (A/C, No, Ext): (419) 3026882 FAX (A/C, No): (800) 381-3115 E-MAIL ADDRESS: conradconsulting@conradrms.com	
INSURED UNITED STATES AUTO CLUB INC. dba ARA 4910 WEST 16TH STREET INDIANAPOLIS IN 46224		INSURER(S) AFFORDING COVERAGE INSURER A: Everost Re INSURER B: Barkley A&H INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> E&O GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: PLL Event	x	x	SI8GL01960-221	02/01/2024	02/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PLL \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SI8EX01913-221	02/01/24	02/01/25	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N (If yes, describe under DESCRIPTION OF OPERATIONS below)		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Participant Accident			PBL02012022	02/01/24	02/01/25	Acc Death 25,000 Excess Medical 50,000

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

Event THOR Industries Elkhart Grand Prix
 Division: USAC Karting
 Date: 2024
 Location: Elkhart, IN (Street Race)

The below named certificate holder is listed as Additional Insured as it relates to general liability in accordance with the terms and condition of the

CERTIFICATE HOLDER Haklm Properties LLC (Landowner) 230 S 2nd St Elkhart IN 46516	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY THE CONRAD GROUP, LLC		NAMED INSURED UNITED STATES AUTO CLUB INC. dba ARA	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

policies

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: 5-21-2024

Re: Parks Department Report

Superintendent's Update (Jamison Czarnecki)

- We had a great Disc Golf Demo Day in April. Almost 75 people attended from kids to adults to try out our 18-hole planned course at Lundquist and Island Parks. It is evident that the community is very excited about this!
- Thanks to our Buildings and Grounds team, we are excited to share that the old windmill at High Dive Park is finally remodeled after being out of commission for several years. The Windmill Reopening Ceremony will take place on May 30th at 1pm
- Summer Facilities are planned to open on Saturday, June 1st at 12pm! Find the full schedule on our website. The NIBCO Splash Pad will be on daily between 12pm to 8pm starting Memorial Day weekend.
- The team has sent a request for proposals for our 2025 to 2030 Master Plan. This will update and build on our current plan to focus on strategic planning, capital improvement, and a statistically valid needs assessment.
- We are excited to introduce our new office manager Brianna Petgen!
- The design for Walker Park Playground has been chosen and the restroom building design is in progress still. We want to give a special thank you to Community Foundation for supporting the project with a \$75,000 grant!
- We also want to say thank you Godfrey Marine for donating a large sum toward a new boat and trailer for the department to use for water rescues and more at Ideal beach.
- Finally, we are still on track for rollerskating at NIBCO Ice and Water Park to happen this summer. We are aiming for the 2nd week of June. More details to come!

Events Report (Maddy Gordon-Interim)

- The first Farmers Market of the season took place on May 4. We had 44 vendors join us on the day and well over 800 shoppers and visitors throughout the day. We are launching our second year of the ever-popular Farmers Market Punch Card. This year we have 19 Downtown Merchant sponsors of the punch card!
- We took the bus trip to Holland, MI on May 11. We had 49 passengers on the bus and visited the very popular Windmill Island Gardens as well as downtown Holland. Although the tulips were past their bloom, we made the best of the adventure and had a great time!
- In terms of next month, we are so excited for Rhapsody Arts and Music Festival taking place on June 7&8, our first Summer Chill on 6/21, and the start to our Neighborhood Party in the Parks that will take place the second and fourth Fridays of June, July and August.

Volunteers Report (Maddy Gordon)

- On April 22 we hosted 14 volunteers out at Woodlawn Nature Center for our Earth Day Drop-In Clean-Up. They worked on trash pick-up and continued to mulch the trails next to the Nature Center.

The Honorable
Rod Roberson
Mayor

Jamison Czarnecki
Parks Superintendent



Parks & Recreation
1320 Benham Ave.
Elkhart, IN 46516

574.295.7275
Fax: 574.522-7808

- We also had 5 more clean-ups throughout the end of the month of April into May. They were all private service days or Adopt-a-Park opportunities. We worked with JSK Hospitality who has adopted Riverview Park, THOR Industries, Truma Corp (the adoptee of High Dive Park), Utilimaster, and Dec-O-Art.
- We are currently looking for volunteers for Rhapsody Arts and Music Festival on June 7&8. To sign up, interested volunteers can contact myself or they can log onto our Civic Rec page.

Programs and Recreation Report (Luisa Ixmatlahua)

Programs Ended Since Last Meeting:

- "Line Dancing," at various pavilions for ages 18 and over. We had 34 registered.
- "Minute to Win it," at McNaughton for all ages. We had one family registered.
- "Tiny Tot Soccer Camp," at Studebaker Park for ages 2-4. We had 17 registered.

Current Programs

- "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.
- "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.
- "Youth T-Ball," at Willowdale Park for youth for ages 4-5 from 5pm-7pm on Tuesday and Thursdays May 2 to May 23.
- "Owl Hike," for older adults in conjunction with the Owl Club on the River Green Way from 11:00-12:00pm May 15 & 29.

Ranger Report (Ranger Nhim Danh)

April 1-30, 2024 – Ranger Nhim Danh

Citations

- None written.

Various Park Activities and number of people participating.

- Baseball/Softball (75), Basketball (74), Biking (80), Boating/Kayak (7), Grilling/Picnic (82), Dancing/Music (0), Dog Walking (68), Fishing (68), Frisbee/Catch (0), Football (3), Ice Skating (0), Pickleball (9), Playground (442), Scooter (5), Sitting/Parking (366), Skateboarding/Rollerblading (55), Soccer (116), Swimming/Splash Pad (0), Tennis (21), Walking/Jogging (442), Other (0). Grand Total of 1913 patrons.
- Average Temperature for March: 60 High/41 Low

Ranger Engagement

- Graffiti reporting (1), Homeless Encampment (0), Ordinance-related (3), Park concern (15), Park-Goer Assistance (5), Trash pickup (47), Vandalism reporting (1). Total of 72 Ranger Engagements.

The Honorable
Rod Roberson
Mayor

Jamison Czarnecki
Parks Superintendent



Parks & Recreation
1320 Benham Ave.
Elkhart, IN 46516

574.295.7275
Fax: 574.522-7808

Events

- April 4th, 2024 – Ranger Nhim represented the Parks and Rec Department at the Homeless Coalition.
- April 18th, 2024 – Ranger Nhim participated in Service Days, a cleanup initiative, with JSK Hospitality at Riverview Park
- April 26th, 2024 – Ranger Nhim participated in Service Days with Utilimaster at Studebaker Park.

Damage

- April 17th, 2024 – While on patrol at Edgewater Park, Ranger Larry found a wooden barrier post had been hit, and no longer secured to the ground. He reported the damage to 311.
- April 27th, 2024 – While on patrol at American Park, Ranger Larry found a wooden barrier post had been hit. He reported the damage to 311.

Other

- April 7th, 2024 – While on patrol at Booth Dog Park, Ranger Nathan discovered graffiti on the outside of the bathrooms. He reported the graffiti to MyElkhart311.

April 13th, 2024 – While on patrol at American Park, Ranger Larry escorted an unauthorized vehicle who had crossed over the bridge.

End of Report