PARK BOARD AGENDA



MEETING SCHEDULE

Tuesday, April 16, 2024, at 5:00 pm Council Chambers 229 S. 2nd Street, Elkhart, IN 46516

CALL TO ORDER

- 1. ROLL CALL
- 2. <u>APPROVAL OF AGENDA</u>
- 3. PUBLIC INPUT/ PRIVILAGE OF THE FLOOR

4. APPROVAL OF MINUTES

March 19, 2024

5. APPROVAL OF FINANCIALS

- Claims \$44,780.98
- Donations \$15,035.00
- Grants \$0

6. <u>NEW BUSINESS MATTERS</u>

- a. Maddy Gordon- Park Board Resolution
- b. Skateboarding Lessons Contract
- c. Entertainment Contracts
- d. Umpire Contracts
- e. Umpire Contracts Ratified
- f. Matt Moyers- Park Board Welcome Memo
- g. Matt Moyers EPR, Administration, Policies and Procedures Manual
- h. Matt Moyers Request to solicit quotes for the creation of a 5-year Parks Master Plan
- i. Matt Moyers Request to solicit quotes for the creation

7. OLD BUSINESS

a. None

8. <u>USE AND EVENT PERMIT</u>

- a. Fun in the Sun Monday- 6/24/24 @ Walker Park
- b. Celebration of Life Spud Day- 6/22/24 @ Ullery Park
- c. Shutt Memorial Hydrobowl- 8/24/24 @ Hayden Pond
- d. Juneteenth- 6/19/24 @ Roosevelt Park
- e. Summer Chill- 6/21; 7/19; 8/16; 9/20 all in 2024 @ NIBCO Water & Ice Park
- f. Rhapsody Music & Arts Festival- 6/7; 6/8, 2024 @ Island Park
- g. Summer in the Park Concert Series- 7/21; 8/18; 9/15 all in 2024 @ McNaugton Park Band Shell

PARK BOARD AGENDA

- 9. <u>DEPARTMENT REPORT</u>
- 10. <u>CORRESPONDENCE</u>

ADJOURNMENT

NEXT REGULAR PARK BOARD MEETING May 21, 2024, COUNCIL CHAMBERS.



DATE: March 19, 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	Christopher Baiker	Sarah Santerre	Bil Murray
President	Vice President	Secretary	Treasurer
Present	Absent- Joe Foy as Proxy	Present	Present

2. Approval of Agenda

Motion to Approve Agenda

Motion: SS Second: BM

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

February 20, 2024

Motion: JF Second: BM

Motion passes with unanimous voice vote

5. Approval of Financials

Claims: \$28,281.81 Donations: \$45 Grants: \$0

Motion to discuss, approve, and place on file

Motion: JF Second: SS

Motion passes with unanimous voice vote

Financial Notes: None

6. New Business

a. Chip Tallman from City of Elkhart Forrestry

Mr. Tallman introduces himself to the Park Board and informs them of his responsibility to the tree system for the city. He talks about his goals and future plans and teaches them



about how he performs tree management. He asks that the Park Board approve of him going to the Board of Works to ask for permission to obtain a quote for tree removal.

Motion to approve

Motion: SS Second:BM

Motion passes with a unanimous voice vote

b. DLZ Pierre Moran Pool Proposal

Mr. Czarnecki is asking for the Park Board to approve the pre-planning proposal in regards to updating and improving the Pierre Moran Pool.

Motion to approve

Motion: JF Second: SS

Motion passes with unanimous voice vote

c. Woodlawn Nature Center Utilities Memo

Mr. Czarnecki asks for the boards approval to take over the utility payments at Woodlawn Nature Center.

Motion to approve

Motion: SS Second: JF

Motion passes with unanimous voice vote

d. Entertainment Contracts

Miss Gordon asks for approval on the entertainment contracts for Big Daddy Duprees for the Island of Blues and Nick and the Sawdusters for Rhapsody.

Motion to approve

Motion: JF Second: SS

Motion passes with unanimous voice vote

e. MOU for The Dhalia Society

Mrs. Ixmatlahua-Garay ask for the Park Board to approve the MOU between the Parks Department and The Dhalia Society. Parks will provide 3 rentals at one of their pavilions in exchange for Line Dancing instruction and CPR certification classes provided by Rusty Ritchie of The Dhalia Society.

Motion to approve

Motion: JF Second: SS

Motion passes with unanimous voice vote

f. Elkhart Public Library Pool Passes

Mr. Wendzonka from the library asks the Park Board to approve the Parks Department donating Pierre Moran Pool passes for them to award kids who complete reading challenges over the summer.

Motion to approve

Motion: SS Second: JF

Motion passes with unanimous voice vote

g. Goshen Health Mobile Gardening Agreement

Miss Gordon asks the Park Board to approve the Parks Department donating space at both Sterling Park and Woodlawn Nature Center to have gardening plots that will be open for the community to use/grow plants in.

Motion to Approve

Motion: JF Second: BM



Motion passes with unanimous voice vote

7. Old Business

a. None

8. Use and Event Permits

a. All Father's Matter, Willowdale Pavilion-6/16/24

Ms. Brown asks for the Park Board to donate the Willowdale Pavilion on 6/16/24 for her event which honors and celebrates Fathers in the community. There is food, deserts, games, photo opportunities, and recognition of local fathers.

Motion to approve

Motion: SS Second: JF

Motion passes with unanimous voice vote

b. Flags From the Heart, Lundquist- Bicentennial Park- Elkhart Lions/ Larry Morr-5/24-5/27/24

Mr. Czarnecki speaks on behalf of Mr. Morr and asks the Park Board to approve the placement of 250 American Flags in the ground in remembrance of those who lost their lives while in the armed forces, as well as those who served and are still living.

Motion to approve

Motion: JF Second: BM

Motion passes with unanimous voice vote

c. 1st Fridays, Ullery Park- 5/3; 6/7; 7/5; 8/2; 9/6 all in 2024

Motion to untable

Motion: JF Second: BM

Ms. Spencer asks the Park Board to approve her event at Ullery Park. It is a community event to support small business and vendors. It is also a networking opportunity.

Motion to approve

Motion: JF Second: BM

Motion passes with unanimous voice vote

d. Taste of Black Excellence, Roosevelt Park- 6/1/24

Motion to untable

Motion: JF Second:BM

Ms. Spencer asks the Park Board to approve her community event at Roosevelt Park. It is a give back to support small business and vendors.

Motion to approve

Motion: BM Second: JF

Motion passes with unanimous voice vote

e. EPD Peace Officer Memorial, Kardzhali Park- 5/15/24

Ms. McBrier asks the Park Board to approve this annual memorial event that honors fallen officers which is held each year during National Police Week. There will be a presentation by the Honor Guard and singing of the national anthem. There will be speeches by community members, EPD Chief, and Mayor.

Motion to approve

Motion: JF Second: BM



Motion passes with unanimous voice vote

f. Farmers Market, Kardzhali Park- 5/4-9/28, all in 2024

Ms. Gordon asks the Park Board to approve this annual event. It takes place on Saturday mornings. It hosts growers/producers, artisanal vendors, home based vendors, commercial, direct sales, and service vendors in outdoor spaces to sell their products/services.

Motion to approve

Motion: BM Second: SS

Motion passes with unanimous voice vote

g. Fish Fest, High Dive Park- 6/1/24

Ms. Gordon asks the Park Board to approve this annual event. This was a tournament last year but will now focus on education. It includes a kids fishing clinic that will teach fishing basics. There will be a picnic as well.

Motion to approve

Motion: JF Second: SS

Motion passes with unanimous voice vote

h. Truma Clean Up, High Dive Park- 4/20/24

Ms. Day from Truma asks the Park Board to approve their clean-up event in honor of Earth Day. They will invite their employees as well as the community to participate. They will provide snacks.

Motion to approve

Motion: SS Second: BM

Motion passes with unanimous voice vote

9. Department Report

Mr. Czarneci reports on the new events and programs that are happening as spring begins. Seasonal hiring is happening. He announced that Sommer Bowers, office manager, has moved to the Controller's Office. That position is being interviewed to fill. Walker Park concepts are moving forward. The Park Foundation is becoming more active and a website will soon have a link to the city page. Ms. Krask reports that the Spring Pop up is happening and will include vendors and food trucks. The easter egg hunt this year will utilize QR codes and enter participants into a drawing for prizes. Ms. Gordon reports that there are two new park adoptions at the River Greenway Trail and Riverview Park. There are two drop-in clean-ups happening at Edgewater Park and Woodlawn Nature Center. Ms. Ixmatlahua-Garay reports that the programs that have ended are ice skating lessons and watercolor classes. There are several current programs running. Mr. Danh reports that the rangers wrote no citations. He reports numbers of people observed at various park locations. He reports any damages and ranger engagements that were recorded.

10. Approval for Adjournment

Motion to adjourn Motion: JF

Motion: JF Second: SS

Motion passes with unanimous voice vote

Adjourn: pm



PARKS & RECREATION STAFF MEMBERS IN ATTENDANCE

Jamison Czarnecki, Superintendent Luisa Ixmatlahua-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

Sherry Krask, Event Coordinator		Matthew Moyers, Special Projects Manager
ADDITIONAL CITY EMPLOYEES	AND GUESTS IN AT	TENDANCE
Chip Tallman, City Forrester Jessica McBrier, EPD Trevor Wendzonka, Elkhart Public Library	Rose Rivera, Legal Councilwoman Lato Liaison	
Minutes Certification:		
Respectfully Submitted,		
Recording Secretary Ma	andi Null	Date
Park Board President Ne	ekeisha Alayna Alexis	Date
Park Board Secretary Sa	 rah Santerre	Date

PARKS BOARD

CLAIM AND ALLOWANCE DOCKET

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

.2024

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF \$44,780.98 AS LISTED ON THE REGISTER ATTACHED HERETO CONSISTING OF 5 PAGES, ARE HEREBY APPROVED

EXECUTED THIS 16	TH DAY OF	APRIL 2024 BY:
PRESIDENT		
		NEKEISHA ALAYNA ALEXIS
VICE PRESIDENT		
		CHRISTOPHER BAIKER
SECRETARY		
		SARAH SANTERRE
TREASURER		
		BIL MURRAY

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

City of Elkhart Controller's Office

Expense Approval Report By Fund





City of Elkhart					
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 2204 - PARK & RECREATI	ON				
SHANE FROST	2503-215	04/16/2024	Professional Marketing Servic	2204-5-501-4310400	2,225.00
LUCIA CISNEROS	66520506	04/16/2024	Willowdale Pavilion Rental Ref	2204-5-501-4581000	93.46
MENARD, INC	50637	04/16/2024	Office Supplies - Surge Protect		24.98
INDIANA PARK AND RECREATI	36551	04/16/2024	IPRA Summit 2024	2204-5-501-4390910	250.00
BUGSY'S ELKHART EXTERMIN	26278	04/16/2024	Monthley Pest Control	2204-5-501-4390912	150.00
ELKHART CO HEALTH DEPT.	MCNPOOL	04/16/2024	2024 Pool License Renewal -	2204-5-501-4390900	75.00
ELKHART CO HEALTH DEPT.	PMPOOL2024	04/16/2024	2024 Pool License Renewal - P	2204-5-501-4390900	75.00
RANDAL REYNOLDS	19130147	04/16/2024	Dog Park Decals	2204-5-501-4220150	130.00
YODER OIL COMPANY INC	CL81097	04/16/2024	Park Dept Fuel	2204-5-501-4220210	573.72
SHOFF SECURITY SERVICES, I	149552	04/16/2024	Monthly Security Monitoring	2204-5-501-4390912	123.00
SHOFF SECURITY SERVICES, I	149564	04/16/2024	Monthly Security Monitoring	2204-5-501-4390912	123.00
SHOFF SECURITY SERVICES , I	149588	04/16/2024	Monthly Security Monitoring	2204-5-501-4390912	123.00
SHOFF SECURITY SERVICES , I	149590	04/16/2024	Monthly Security Monitoring	2204-5-501-4390912	123.00
SHOFF SECURITY SERVICES , I	149625	04/16/2024	Monthly Security Monitoring	2204-5-501-4390912	205.50
RICOH USA, INC	5069211238	04/16/2024	Parks Copier Read	2204-5-501-4390912	282.25
PETTY CASH / JAMISON CZAR	FS28564	04/16/2024	Concession Trailer License	2204-5-501-4390900	32.50
LRS HOLDINGS LLC	PS593463	04/16/2024		2204-5-501-4370200	136.00
LRS HOLDINGS LLC	PS593464	04/16/2024	Portable Restrooms - 701 Arc	2204-5-501-4370200	217.00
LRS HOLDINGS LLC	PS593465	04/16/2024	Portable Restrooms - 1398 M	2204-5-501-4370200	136.00
LRS HOLDINGS LLC	PS593466	04/16/2024	Portable Restrooms - 1213 Oli	2204-5-501-4370200	136.00
LRS HOLDINGS LLC	PS593467	04/16/2024	Portable Restrooms - 200 W L	2204-5-501-4370200	136.00
PETTY CASH / JAMISON CZAR	Trailer2024	04/16/2024	Start-Up Money for Concessio	2204-1500000	150.00
		, , , , , , , , , , , , , , , , , , , ,		04 - PARK & RECREATION Total:	5,520.41
Funda 2520 DARK DROCBAM					
Fund: 2520 - PARK PROGRAM CHRISTOPHER BECKHAM	QJ41X891WBF7E2	04/16/2024	Dragram Instructor for Skatah	3530 E 508 4300000	156.25
RUSSELL C RITCHIE	21724	04/16/2024 04/16/2024	Program Instructor for Skateb	2520-5-508-4390900 2520-5-508-4390900	240.00
4IMPRINT, INC	12294901	04/16/2024	Program - CPR Instructor Train Events Farmer's Market Magn	2520-5-630-4330300	314.14
MENARD, INC	50522	04/16/2024	Concession Trailer Supplies	2520-5-580-4220150	24.98
PRINT AND MAIL MANAGEME		04/16/2024	Riverview Softball Bat Stickers	2520-5-508-4220101	613.02
PRINT AND MAIL MANAGEME		04/16/2024	Riverview Softball Bat Stickers	2520-5-508-4220101	175.88
COCA-COLA CONSOLIDATED, I	40392729020	04/16/2024	Riverview Ball Park Concessio	2520-5-580-4220150	1,245.80
MENARD, INC	50637	04/16/2024	Program Supplies - Camp	2520-5-508-4220150	78.80
GREG RIEKSECKER	10053-1	04/16/2024	Program - Riverview Softblall	2520-5-508-4220101	87.71
MENARD, INC	50715	04/16/2024	Event Supplies - Easteregg Hu	2520-5-630-4220150	88.93
PETTY CASH / JAMISON CZAR	0022	04/16/2024	Events - Easteregg Hunt Suppl	2520-5-630-4220150	59.96
PETTY CASH / JAMISON CZAR	32024	04/16/2024	Events - Easteregg Hunt Suppl	2520-5-630-4220150	124.22
PETTY CASH / JAMISON CZAR	506096	04/16/2024	Events - Easteregg Hunt Suppl	2520-5-630-4220150	25.50
MENARD, INC	50833	04/16/2024	Event Supplies - Easteregg Hu		19.80
SOUTHERN BLEACHER CO INC		04/16/2024	New Dugout Benches for Rive		200.00
SOUTHERN BLEACHER CO INC		04/16/2024	New Dugout Benches for Rive	2520-5-508-4430600	14,000.00
INDIANA AMATEUR SOFTBALL		04/16/2024	Riverview Umpire T-Shirts	2520-5-508-4220101	360.00
MENARD, INC	51266	04/16/2024	Program Supplies - Bike Hooks		24.73
ELKHART CO HEALTH DEPT.	IBPOOL2024	04/16/2024	2024 Pool License Renewal - I	2520-5-509-4390900	75.00
RANDAL REYNOLDS	19130146	04/16/2024	Events Easteregg Hunt Posters	2520-5-630-4220150	296.00
RAWLINGS SPORTING GOODS	88396662 RI	04/16/2024	New Softballs for Riverview P	2520-5-508-4220101	3,300.00
RAWLINGS SPORTING GOODS	88396662 RI	04/16/2024	Softballs	2520-5-508-4220101	94.20
ELKHART COMMUNITY SCHO	IN-1240424507	04/16/2024	Event - Spring Pop-Up Adverti	2520-5-630-4330300	240.00
GREG RIEKSECKER	10053	04/16/2024	Program - Riverview Softball T	2520-5-508-4220101	522.48
PRINT AND MAIL MANAGEME		04/16/2024	Program - Rilverview Softball	2520-5-508-4220101	441.00
B E S INC	1861862	04/16/2024	Riverview Concessions	2520-5-580-4220150	952.25
MARTIN MARKETING SPECIAL		04/16/2024	Event Farmer's Market Table	2520-5-630-4220150	219.32
COCA-COLA CONSOLIDATED, I		04/16/2024	Riverview Concessions	2520-5-580-4220150	952.40
22 37. 202. 2010011071111071		0., 20, 2021			

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Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINDMILL ISLAND GARDENS/	000019	04/16/2024	Events Bus Trip to Holland, MI Fund	2520-5-630-4390900 d 2520 - PARK PROGRAM Total:	527.00 25,459.37
Fund: 7740 - SALES TAX LUCIA CISNEROS	66520506	04/16/2024	Willowdale Pavilion Rental Ref	7740-4-000-3120708 Fund 7740 - SALES TAX Total:	6.54 6.54
				Grand Total:	30,986.32

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Report Summary

Fund Summary

Fund		Expense Amount
2204 - PARK & RECREATION		5,520.41
2520 - PARK PROGRAM		25,459.37
7740 - SALES TAX		6.54
	Grand Total:	30,986.32

Account Summary

Account Name	Expense Amount
Petty Cash	150.00
Office Supplies	24.98
Operating Supplies	130.00
Gasoline	573.72
Professional Services	2,225.00
Equipment Leases	761.00
Other Services & Charge	182.50
Education	250.00
Contract Services	1,129.75
Unappropriated	93.46
Operating Supplies - Soft	5,594.29
Operating Supplies - Gen	103.53
Small Tools & Minor Equ	200.00
Other Services & Charge	396.25
Improvement - Park	14,000.00
Services & Charges	75.00
Operating Supplies	3,175.43
Operating Supplies	833.73
Advertising	554.14
Other Services & Charge	527.00
Rental Sales Tax - Parks	6.54
Grand Total:	30,986.32
	Petty Cash Office Supplies Operating Supplies Gasoline Professional Services Equipment Leases Other Services & Charge Education Contract Services Unappropriated Operating Supplies - Soft Operating Supplies - Gen Small Tools & Minor Equ Other Services & Charge Improvement - Park Services & Charges Operating Supplies Operating Supplies Operating Supplies Operating Supplies Advertising Other Services & Charge Rental Sales Tax - Parks

Project Account Summary

Project Account Key		Expense Amount
None		30,986.32
	Grand Total:	30,986.32

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City of Elkhart

Expense Approval Report

By Fund

Payment Dates 3/15/2024 - 4/10/2024

	,				
١	endor Name	Payable Number	Post Date	Description (Item) Account Number	Amount
F	und: 2204 - PARK & RECREAT	ON			
١	IORTHERN INDIANA PUBLIC S	INV0001697	03/15/2024	2157000015 1020 McDonal 2204-5-501-4350200	747.44
(OMCAST BUSINESS	196272432-4124	04/01/2024	Parks Phones 119 W Wolf 2204-5-501-4320400	115.28
(OMCAST BUSINESS	196272432-4124	04/01/2024	Parks Phones 303 NIBCO Pkw 2204-5-501-4320400	115.28
1	NDIANA MICHIGAN POWER C	INV0001696	03/15/2024	04520875701 Consolidated 2204-5-501-4350100	824.79
1	NDIANA MICHIGAN POWER C	INV0001695	03/15/2024	04267434407 1324 Marguer 2204-5-501-4350100	270.44
P	T&T MOBILITY II LLC	287332368663-4524	04/05/2024	Parks WiFi Footballs and New 2204-5-501-4320400	2,545.44
- 1	NDIANA MICHIGAN POWER C	INV0001788	03/22/2024	04271939508 500 E Beardsl 2204-5-501-4350100	24.28
1	NDIANA MICHIGAN POWER C	INV0001790	03/22/2024	04925947501 1320 Olive Av 2204-5-501-4350100	78.36
١	IORTHERN INDIANA PUBLIC S	INV0001785	03/22/2024	0764660057 200 W Lusher 2204-5-501-4350200	66.00
١	IORTHERN INDIANA PUBLIC S	INV0001786	03/22/2024	0239660096 200 Lusher Ave 2204-5-501-4350200	66.00
١	IORTHERN INDIANA PUBLIC S	INV0001787	03/22/2024	8793150019 119 W Wolf Av 2204-5-501-4350200	122.33
1	NDIANA MICHIGAN POWER C	INV0001791	03/22/2024	04999775705 Consolidated 2204-5-501-4350100	510.15
	NDIANA MICHIGAN POWER C		03/22/2024	04776128300 701 Arcade A 2204-5-501-4350100	45.57
	OMCAST CABLE	8771402050907664-4124	04/01/2024	Parks Internet 301 NIBCO Pk 2204-5-501-4320400	116.85
	OMCAST CABLE	8771402050910809-4124	04/01/2024	Parks Internet 300 Rivervie 2204-5-501-4320400	109.85
	OMCAST CABLE	8771402050910003 1121	04/01/2024	Parks Internet 635 Arcade A 2204-5-501-4320400	108.35
	NDIANA MICHIGAN POWER C		04/01/2024	04253609608 147 N Elkhart 2204-5-501-4350100	41.44
	NDIANA MICHIGAN POWER C		04/01/2024	04215794407 125 E High St 2204-5-501-4350100	85.24
	NDIANA MICHIGAN POWER C		04/01/2024	04138884905 353 S Elkhart 2204-5-501-4350100	91.30
	NDIANA MICHIGAN POWER C		30 CO 0 * 200 CO 0 100 CO 0 100 CO 10		163.69
	NDIANA MICHIGAN POWER C		04/01/2024 04/01/2024		371.03
	NDIANA MICHIGAN POWER C		04/01/2024		1,343.05
	NDIANA MICHIGAN POWER C		04/01/2024	04642505400 303 NIBCO Pk 2204-5-501-4350100	3,902.21
	RONTIER NORTH INC.	57410100151114145-4124	04/01/2024	Parks Phone Riverview Ball 2204-5-501-4320400	48.92
	OMCAST CABLE	8771402050941317-4524	04/05/2024	Parks Internet 2204-5-501-4320400	119.46
	LKHART PUBLIC UTILITIES	3100200104-32224	03/22/2024	Water & Sewer - Elkhart Ave/ 2204-5-501-4350400	53.95
	LKHART PUBLIC UTILITIES	3100223400-32224	03/22/2024	Water & Sewer - 301 NIBCO P 2204-5-501-4350400	21.49
	LKHART PUBLIC UTILITIES	3100223500-32224	03/22/2024	Water & Sewer - 301 NIBCO P 2204-5-501-4350400	119.12
E	LKHART PUBLIC UTILITIES	3131342300-32224	03/22/2024	Water & Sewer E Jackson & P 2204-5-501-4350400	3.38
E	LKHART PUBLIC UTILITIES	3306531000-32224	03/22/2024	Water & Sewer - 119 W Wolf 2204-5-501-4350400	93.99
- 1	NDIANA MICHIGAN POWER C	INV0001999	04/05/2024	04028164509 110 E Garfiel 2204-5-501-4350100	171.30
١	IORTHERN INDIANA PUBLIC S	INV0002018	04/05/2024	7549100062 1320 Olive Ave 2204-5-501-4350200	114.33
1	IORTHERN INDIANA PUBLIC S	INV0002019	04/05/2024	1735700094 500 E Beardsle 2204-5-501-4350200	144.72
١	IORTHERN INDIANA PUBLIC S	INV0002020	04/05/2024	0441000024 701 Arcade Av 2204-5-501-4350200	264.75
(COMCAST CABLE	8771402210116669-4524	04/05/2024	Parks Internet - 52256 Ideal B 2204-5-501-4320400	119.46
1	NDIANA MICHIGAN POWER C	INV0001994	04/05/2024	04116178304 624 E Jackso 2204-5-501-4350100	27.81
E	LKHART PUBLIC UTILITIES	INV0002021	04/05/2024	4208320000 1020 McDonal 2204-5-501-4350100	59.08
E	LKHART PUBLIC UTILITIES	INV0002022	04/05/2024	4100410104 Superior & Riv 2204-5-501-4350400	93.99
1	NDIANA MICHIGAN POWER C	INV0001996	04/05/2024	04792516603 215 Indiana A 2204-5-501-4350100	89.97
				Fund 2204 - PARK & RECREATION Total:	13,410.09
	und 2520 DARY DROCESSA				
	und: 2520 - PARK PROGRAM	INIV0001604	02/15/2024	04844997017 52256 Ideal B 2520-5-509-4350100	68.71
	NDIANA MICHIGAN POWER C		03/15/2024		315.86
E	LKHART COUNTY REGIONAL	9000016900-31524	03/15/2024	Water & Sewer 52256 Ideal 2520-5-509-4350400	315.86
				Fund 2520 - PARK PROGRAM Total:	304.37
				Grand Total:	13,794.66

Report Summary

Fund Summary

Fund	Payment Amount
2204 - PARK & RECREATION	13,410.09
2520 - PARK PROGRAM	384.57
Grand Total	13,794.66

Account Summary

Account Number	Account Name	Payment Amount
2204-5-501-4320400	Telephone & Communic	3,398.89
2204-5-501-4350100	Electricity	8,099.71
2204-5-501-4350200	Natural Gas	1,525.57
2204-5-501-4350400	Water & Sewer	, 385.92
2520-5-509-4350100	Electricity	68.71
2520-5-509-4350400	Water & Sewer	315.86
	Grand Total:	13.794.66

Project Account Summary

	•	
Project Account Key		Payment Amount
None		13,794.66
	Grand Total:	13,794.66

4/11/2024 11:36:05 AM Page 2 of 2

Donations for March 2024

\$5,000.00- Summer Chill from NIBCO Inc.

\$10,000.00- Fireworks from Welch Packaging Group

\$35.00- Dog Park

RESOLUTION NO. 0001-2024

A RESOLUTION OF PARK BOARD OF THE CITY OF ELKHART, INDIANA COMMENDING SHERRY KRASK ON TWELVE YEARS OF SERVICE

WHEREAS, Sherry Krask (hereinafter, "Sherry"), Event Coordinator with Elkhart Parks & Recreation ("Parks"), after 12 years of service, has retired from the City of Elkhart on April 17, 2024; and

WHEREAS, Sherry served the City of Elkhart dutifully for 12 years, working under three mayoral administrations, alongside eleven different Park Board members, and four Park separate superintendents; and

WHEREAS, Sherry held several positions within the department throughout her career including part-time concessions manager, Event Coordinator, and interim Superintendent on two different occasions; and

WHEREAS, Sherry was instrumental in building and re-structuring Elkhart Park & Recreation's entire community-wide events and activities portfolio which will serve the City for many years to come; and

WHEREAS, Sherry pioneered the creation of the Summer Chill Series at NIBCO Water and Ice Park, spearheaded the establishment of the Elkhart Farmers Market and facilitated its presence as a staple of the City, led the revitalization of the Rhapsody Arts and Music Festival encompassing a comprehensive rebranding from the original Rhapsody in Green, and successfully reinstated the Island of Blues event with the original partners and collaborators; and

WHEREAS, Sherry established and organized Spring and Fall Pop-Up Markets activating key parks throughout the City, acted as a founding member of the Hispanic Heritage Festival, and holds a position as Treasurer on the Elkhart Sister City Association Board; and

WHEREAS, Sherry instituted the Pine Not-So-Haunted Woods Walk at Pinewood Park, giving the opportunity of trick-or-treating to children on the north-side of the City and created the opportunity for hundreds of Elkhart and surrounding area residents to travel to multiple cities in the Midwest through the facilitation of Parks Department Bus Trips; and

WHEREAS, Sherry has secured sponsorship, donation funding, and has overseen federally valued volunteer hours for numerous events in total of excess of \$500,000; and

WHEREAS, Sherry liaised, and/or served alongside dozens of neighborhood groups, partnership operations, and community initiatives, many of which are still active today and critical to the community's health and vibrancy; and

WHEREAS, Sherry's 12 years of service to the City of Elkhart's Parks and Recreation Department will continue to have a beneficial impact for many years to come.

WHEREAS, Sherry is deserving of recognition and honor by the ELKHART PARK BOARD on behalf of the people the City of Elkhart;

NOW, THEREFORE, BE IT RESOLVED BY THE ELKHART PARK BOARD AS FOLLOWS: The Park Board of the City of Elkhart hereby commends and congratulates Sherry Krask for the distinguished and meritorious service which she has provided to the City of Elkhart and extends its deepest appreciation for a job well done.

This resolution shall be in full force and effect from the date of its adoption.

ADOPTED at a meeting of the Elkhart Park Board held on April 16, 2024 at Elkhart City Hall, 229 S 2nd St. Elkhart, Indiana 46516,				
Nekeisha Alayna Alexis, President	Chris Baiker, Vice President			
Sarah Santerre, Secretary	Bill Murray, Treasurer			
Attested to this day of	, 2024			
By:				
Mandi Null, Clerk	Jamison Czarnecki, Superintendent			

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made as of the __day of __(month)____, 2024 by and between the City of Elkhart, Indiana ("City") on behalf of the Elkhart Parks and Recreation Department and Chris Beckman.

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.

Intro to Skateboarding will be a program we put in place to help us get people out into our skate parks that seem to be sparsely included in the programming.

Parks and CB desire to offer a Spring "Intro to Skateboarding" program at the Pierre Moran Skate Park from April 28 to May 19.

Parks and CB believe it is in the best interest of the parties to this agreement for them to agree to establish and/or clarify their respective rights and responsibilities concerning the operation and funding for this program.

- 1. The Intro to Skateboarding program will be provided by CB and be held at Elkhart City Parks and Recreation Pierre Moran Skate Park.
- 2. The class will be approximately 2 hrs in length and held on Sundays.
- 3. Instructors are responsible for their transportation to the skate park.
- 4. The Intro to Skateboarding classes will be \$20 for all participants.
- 5. CB will provide all instructor aids and will have the ability to promote "Urban Streetwear."
- 6. Parks will receive 75% of the program fee.

- 7. CB will keep 25% of the program fees.
- 8. Participants will be responsible for bringing their own equipment and providing their transportation.
- 9. Intro to skateboarding classes are limited to 25 participants to avoid overcrowding.
- 10. Instructors will provide their own music and technology needed for said classes.
- 11. CB agrees to provide City with a certificate of insurance demonstrating it has liability insurance in the amount of one million dollars in addition to an umbrella policy of one million dollars.
- 12. CB will insure that Urban Streetwear agrees that the City shall be added as an additional insured to its policy.
- 13. Bathroom facilities at the park will be provided.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
 - Chris Beckman
- 18. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or

- 19. 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.
- 20. Entire Agreement—This Agreement constitutes the final agreement between CB and City related to the operation of the "Intro to Skateboarding" classes. No representation, promise, or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, or inducement not specifically set forth herein.

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

	By: Chris Beckham
Date: 3/26/2024	Chris Beckham, President (Printed Name, Title)
	CITY OF ELKHART, INDIANA By its BOARD OF PARKS AND RECREATION
	By:
Date:	
	(Printed Name, Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/11/2024

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 nolicy/ies) must have ADDITIONAL INSURED provisions or be endorse

If SUBROGATI	ON IS WAIVED, subjec	t to th	ne te	rms and conditions of the ficate holder in lieu of su	he poli	cy, certain p	olicies may	•		
PRODUCER					CONTAC NAME:	CT Britney B	arnett			
State Farm -	Justin Elias				PHONE (A/C, No	, Ext): 574-32	9-5638	FAX (A/C, No):	
	11590 McKinley HWY S	Suite C			E-MAIL ADDRES	ss: Britney.B	arnett.VABEI	MK@statefarm.com		
•						INS	URER(S) AFFOR	DING COVERAGE		NAIC#
	Osceola			IN 46561	INSURE	RA: State Fa	rm Fire and Ca	asualty Company		25143
INSURED					INSURE	RB:				
Urb	an Street Wear, LLC				INSURE	RC:				
322	7 Northview Dr				INSURE	RD:				
					INSURE	RE:				
Elk	nart			IN 46514	INSURE	RF:				
COVERAGES	CEF	RTIFIC	ATE	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.										
NSR LTR TYP	E OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	ITS	
COMMERC	IAL GENERAL LIABILITY							EACH OCCURRENCE	\$ 5,00	00,000
CLAIN	S-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300	,000
								MED EXP (Any one person)	\$ 5,00	00

LTR		I THE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIIVII I	ა
	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 5,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
								MED EXP (Any one person)	\$ 5,000
Α					94-EE-F970-8	09/27/2021	09/27/2024	PERSONAL & ADV INJURY	\$ 5,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 10,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 10,000,000
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION \$							\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	\$
	ANY	PROPRIETOR/PARTNER/EXECUTIVE T N	N/A					E.L. EACH ACCIDENT	\$
	(Mar	ndatory in NH)	1177					E.L. DISEASE - EA EMPLOYEE	\$
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
DESC	RIPT	ION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101. Additional Remarks Schedule, may b	e attached if mo	re space is requir	ed)	

CERTIFICATE HOLDER CANCELLATION		
CERTIFICATE HOLDER CANCELLATION		
CERTIFICATE HOLDER CANCELLATION		
CERTIFICATE HOLDER CANCELLATION		
	CERTIFICATE HOLDER	CANCELLATION

The City of Elkhart, Indiana and The Park Board 229 S 2nd St Elkhart IN 46516 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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This CONTRACT is made as of the 27th day of March, by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and DieDra & the Ruff Pro 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.

DieDra and the Ruff Pro Band will provide entertainment services.

City will be hosting Island of Blues and wishes to contract with DieDra and the Ruff Pro Band.

- 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 14, 2024
- 4. The time of the event will be: 11AM to 8PM with the performance taking place from 2PM to 3:30PM
- 5. The time of DieDra and the Ruff Pro Band's sound check will be mutually agreed upon and is TBD.
- 6. City will provide production, electricity, sound and a stage.
- 7. City will provide hotel accommodations 2 double rooms for DieDra and the Ruff Pro Band on Saturday, September 14, 2024
- 8. City will provide one meal per person at the Festival.
- 9. DieDra and the Ruff Pro Band will provide musical entertainment for an hour and a half performance.
- 10. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.

- 11. DieDra and the Ruff Pro Band will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$3,000.
 - 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.
 - 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. DieDra & The Ruff Pro Band, 4055 Ruff Rd, Pinson, AL 35126
 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.

ů.	ENTERTAINER
100	
	(, (), 1 HAD DIL
	CHONATURE & MINE AND STREET
	SIGNATURE:
110'211	
Date: 4-4-24	Die Dratturdle-Ruff Artist (
	(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PARKS AND RECREATION

	By:	
Date:		
	(Printed Name, Title)	

This CONTRACT is made as of the 25th day of January, by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and the Hipposonics.

RECITALS

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

The Hipposonics will provide entertainment services.

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

- 1. The name of the event will be: Summer Chill Concert Series
- 2. The event will take place at: NIBCO Water & Ice Park
- 3. The date of the event will be: July 19, 2024
- 4. The time of the event will be: 7PM to 9PM
- 5. The time of the Hipposonics sound check will be mutually agreed upon and is TBD.
- 6. City will provide production, electricity, sound and a stage.
- 7. Hipposonics 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. The Hipposonics will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$800.
 - 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.

- Severability— Should there be a conflict between any provision of this Agreement
 and applicable laws of the State of Indiana said laws will prevail and such provisions
 of the Agreement will be amended or deleted as necessary in order to comply with
 said laws.
- 3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
- 4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S.
 Second St. Elkhart, IN 46516.
 - b. The Hipposonics, 23858 Pokagon Highway, Cassopolis, MI 49031.

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: Richard Kalil
Date: _	March 15, 2024	Richard Kalil/ Entertainer (Printed Name, Title)
		CITY OF ELKHART, INDIANA By its BOARD OF PARKS AND RECREATION
		By:
Date: _		(Printed Name, Title)

This CONTRACT is made as of the 5th day of February, 2024 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Bad Entertainment.

RECITALS

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

Michael Wells will provide entertainment services, including musical performance.

City will be hosting Summer in the Park Series and wishes to contract with Bad Entertainment to provide musical entertainment.

- 1. The name of the event will be: Summer in the Park Series-The Motown Machine
- 2. The event will take place at: 701 Arcade Ave., Elkhart, In 46514
- 3. The date of the event will be: Sunday, July 21st.
- 4. The time of the event will be: From 3 pm -6 pm.
- 5. The time of Bad Entertainment's sound check will be mutually agreed upon and is TBD.
- 6. City will provide electricity, sound, and stage.
- 7. Bad Entertainment will provide a 120-minute musical performance.
- 8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
- 9. Bad Entertainment will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$1,500.00 to be paid at the completion of performance.
 - 1. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to

- the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- Severability— Should there be a conflict between any provision of this Agreement
 and applicable laws of the State of Indiana said laws will prevail and such provisions
 of the Agreement will be amended or deleted as necessary in order to comply with
 said laws.
- 3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
- 4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S.
 Second St. Elkhart, IN 46516.
 - b. Bad Entertainment, 1822 Stevens Ave., Elkhart, Indiana 46516
- 5. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
- 6. Sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.
- 7. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

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

ENTERTAINER

Date: 2-5-24	SIGNATURE MichAsl WE/IS Own (Printed Name, Title)
	CITY OF ELKHART, INDIANA By its BOARD OF PARKS AND RECREATION
	By:
Date:	(Printed Name, Title)

This CONTRACT is made as of the 5th day of February, 2024 by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Bad Entertainment.

RECITALS

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

Michael Wells will provide entertainment services, including musical performance.

City will be hosting Summer in the Park Series and wishes to contract with Bad Entertainment to provide musical entertainment.

- 1. The name of the event will be: Summer in the Park Series-TBD
- 2. The event will take place at: 701 Arcade Ave., Elkhart, In 46514
- 3. The date of the event will be: Sunday, August 18th.
- 4. The time of the event will be: From 3 pm -6 pm.
- 5. The time of Bad Entertainment's sound check will be mutually agreed upon and is TBD.
- 6. City will provide electricity, sound, and stage.
- 7. Bad Entertainment will provide a 120-minute musical performance.
- 8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
- 9. Bad Entertainment will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$1,500.00 to be paid at the completion of performance.
 - 1. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to

- the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- Severability— Should there be a conflict between any provision of this Agreement
 and applicable laws of the State of Indiana said laws will prevail and such provisions
 of the Agreement will be amended or deleted as necessary in order to comply with
 said laws.
- 3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
- 4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
 - b. Bad Entertainment, 1822 Stevens Ave., Elkhart, Indiana 46516
- 5. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
- 6. Sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.
- 7. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

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

ENTERTAINER

Date: 3 - 14 - 24	SIGNATURE Mich AEI WEILS (Printed Name, Title)
	CITY OF ELKHART, INDIANA By its BOARD OF PARKS AND RECREATION
Date:	By: (Printed Name, Title)

This CONTRACT is made as of the 5th day of February by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Bad Entertainment.

RECITALS

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

Michael Wells will provide entertainment services, including musical performance.

City will be hosting Summer in the Park Series and wishes to contract with Bad Entertainment to provide musical entertainment.

- 1. The name of the event will be: Summer in the Park Series-Shawn Richards
- 2. The event will take place at: 701 Arcade Ave., Elkhart, In 46514
- 3. The date of the event will be: Sunday, September 15th, 2024.
- 4. The time of the event will be: From 3 pm -6 pm.
- 5. The time of Bad Entertainment's sound check will be mutually agreed upon and is TBD.
- 6. City will provide electricity, sound, and stage.
- 7. Bad Entertainment will provide a 120-minute musical performance.
- 8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
- 9. Bad Entertainment will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$1,500.00 to be paid at the completion of performance.
 - 1. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to

- the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- Severability— Should there be a conflict between any provision of this Agreement
 and applicable laws of the State of Indiana said laws will prevail and such provisions
 of the Agreement will be amended or deleted as necessary in order to comply with
 said laws.
- 3. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
- 4. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S.
 Second St. Elkhart, IN 46516.
 - b. Bad Entertainment, 1822 Stevens Ave, Elkhart, IN 46516.
- 5. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
- 6. Sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.
- 7. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

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

ENTERTAINER

Date: 2-5-24	Mich All WElls Olma (Printed Name, Title)
	CITY OF ELKHART, INDIANA By its BOARD OF PARKS AND RECREATION
	By:
Date:	(Printed Name, Title)

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 Stefan Hillesheim 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.

Stefan Hillesheim Band will provide entertainment services.

City will be hosting Island of Blues and wishes to contract with Stefan Hillesheim Band.

- 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
- 4. The time of the event will be: 11AM-8PM, with the performance taking place from 4-5:30PM
- 5. The time of Stefan Hillesheim Band's sound check will be mutually agreed upon and is TBD.
- 6. City will provide production, electricity, sound and a stage.
- 7. Stefan Hillesheim Band will provide musical entertainment for an hour and a half performance.
- 8. Each party will be responsible for its own negligence, recklessness, and/or willful conduct.
- 9. Stefan Hillesheim Band will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$1,200.

- 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.
- 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. Stefan Hillesheim Band, 811 W. Agatite Ave Apt 2609, Chicago, IL 60640 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:04/08/2024	Stefan Hillesheim
	(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 15th day of February, by and between the CITY OF ELKHART, INDIANA ("City") on behalf of the Elkhart Parks and Recreation Department and Unfinished Business.

RECITALS

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

Unfinished Business will provide entertainment services.

City will be hosting Elkhart's Independence Day Celebration and wishes to contract with Unfinished Business.

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: City of Elkhart's Independence Day Celebration
- 2. The event will take place at: Central Green, 300 S Main St, Elkhart, IN 46516
- 3. The date of the event will be: July 5th, 2024
- 4. The time of the event will be: 5PM to 10PM, with the performance occurring from 6PM to 7:30PM
- 5. The time of Unfinished Businesses' sound check will be mutually agreed upon and is TBD.
- 6. City will provide production, electricity, sound and a stage.
- 7. Unfinished Business 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. Unfinished Business will invoice the City of Elkhart, Parks and Recreation Department for its services in the amount of \$800.00.

- 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.
- 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. Unfinished Business, 815 S. 25th St, South Bend, IN 46615 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:	4.	Kg	•

Date:	March 12, 2024	Donald F. Kopis, UB Band Representative
		(Printed Name, Title)
		CITY OF ELKHART, INDIANA
		By its BOARD OF PARKS AND RECREATION
		By:
Date: _		
		(Printed Name Title)



CI	TY OF ELKHART, PARKS AND RECREATION DEPARTMENT, acting by and through its PARKS AND ECREATION BOARD ("EPRD") and Danny R. Barret ("Service Provider").				
W	HEREAS, the Service Provider possesses specialized skills and expertize; and				
	WHEREAS, the EPRD desires to retain Service Provider to assist EPRD in conducting certain recreational activities, and Service Provider desires to perform such services for the EPRD; and				
ac	DW, THERFORE, in consideration of the covenants and terms contained in this Agreement and the mutual benefits cruing to EPRD and to Service Provider from the relationship between the parties created by the terms of this greement, EPRD, and Service Provider agree as follows:				
l.	Engagement EPRD hereby retains and engages Service Provider and Service Provider hereby agrees to hold itself available to EPRD to provide the services described in Section 4 of this Agreement ("Services"), upon the terms and conditions hereinafter set forth.				
2.	<u>Term</u>				
	This Agreement shall commence on the15 day ofApril,2024 and continue through the <u>1st day of November, 2024</u> unless sooner terminated pursuant to the terms of this Agreement.				
3.	Relationship - Independent Contractor Status				

3

The parties expressly agree and acknowledge that the relationship between the EPRD and Service Provider shall be that of an independent contractor. Service Provider understands, acknowledges, and agrees that Service Provider is not an employee of EPRD or the City of Elkhart ("City"), and nothing in this Agreement, or its implementation, shall be construed to the contrary.

Services

Service Provider agrees to provide the following services to EPRD ("Services"): acting as an umpire for softball games. Locations of Service: Pierre Moran Park and Riverview Softball Complex. The Service Provider shall perform the services in a reasonable, prudent, and workman-like manner.

Compensation

In consideration of Service Provider's performance of the Services, EPRD agrees to pay Service Provider a fee per game ("Fee") as set forth in the approved Rate Scale throughout the Term as long as the expectations for the pay criteria are met. (See attached approved Rate Scale) The Fee shall be paid by the EPRD to Service Provider, as outlined by the current calendar year Park Board Schedule.

a. Taxes

EPRD shall prepare and file an IRS Form 1099 with the Internal Revenue Service, which shall report all compensation paid by EPRD to the Service Provider, EPRD shall not withhold any taxes from payments made to the Service Provider. Service Provider will be responsible for reporting and accounting for all state, federal, social security, and local taxes.

Service Provider shall be solely responsible for all expenses incurring in performing the obligations under the Agreement.

7. Documents

2-15

Service Provider shall perform all Services at the locations specified above. In connection with Services performed on EPRD properties, Service Provider agrees to maintain all facilities and equipment used in connection with the Services in clean, sanitary, and safe condition and free from defects of any kind. Service Provider agrees that it will periodically inspect all these facilities and equipment for this purpose. Service Provider warrants that it is not now, nor shall it be during the term of this Agreement, in violation of any health, building, fire, zoning code, or regulation.

In connection with Services performed on or with properties owned or controlled by EPRD, Service Provider agrees to use all facilities and equipment with due care, and to report all defects in or damage to any facilities or equipment and the cause, if known, immediately to EPRD.

9. Liability

EPRD assumes no liability for actions of the Service Provider under this Agreement. Service Provider agrees to fully indemnify and hold harmless EPRD against any and all liability, loss, damage, claim, or expense which EPRD may sustain or be required to pay as a result of any wrongful or negligent acts of Service Provider in the performance of its services and obligations under this contract.

Service Provider shall, as soon as practicable, notify EPRD of any action, suit, proceeding, or claim resulting from any alleged wrongful or negligent act of Service Provider.

10. Assignment

Service Provider's obligations under this Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the City.

11. Complete Agreement; Amendment

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with this subject matter. No modification of this Agreement shall be effective unless made in writing and signed by both parties.

12. Choice of Law: Venue

This agreement shall be governed by the law of the State of Indiana. Proper venue for any claim arising under this Agreement shall be the state courts of Elkhart County, Indiana.

13. Severability

Whenever possible, each provision hereof shall be construed so as to be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of the Agreement.

SERVICE PROVIDER	CITY OF ELKHART, by and through its BOARD OF PARKS AND RECREATION
Print Danay R. Barrett Print Danay R. Barrett Signature	President
Signature	Member
	Member



This Agreement is made this 24 day of March , 2029 by an CITY OF ELKHART, PARKS AND RECREATION DEPARTMENT, acting by and through its PARKS	nd between the SAND		
	ervice Provider").		
WHEREAS, the Service Provider possesses specialized skills and expertize; and			
WHEREAS, the EPRD desires to retain Service Provider to assist EPRD in conducting certain recreational activities, and Service Provider desires to perform such services for the EPRD; and			
NOW, THERFORE, in consideration of the covenants and terms contained in this Agreement and the accruing to EPRD and to Service Provider from the relationship between the parties created by the to Agreement, EPRD, and Service Provider agree as follows:			
 Engagement EPRD hereby retains and engages Service Provider and Service Provider hereby agrees to hold 	itself available to		
EPRD to provide the services described in Section 4 of this Agreement ("Services"), upon the terr conditions hereinafter set forth.			
2. <u>Term</u>			
This Agreement shall commence on the15 day ofApril, 2024 and continue through the 1st day of November, 2024 unless sooner terminal	ated pursuant to		
the terms of this Agreement.			
B. Relationship – Independent Contractor Status	5		

The parties expressly agree and acknowledge that the relationship between the EPRD and Service Provider shall be that of an independent contractor. Service Provider understands, acknowledges, and agrees that Service Provider is not an employee of EPRD or the City of Elkhart ("City"), and nothing in this Agreement, or its implementation, shall be construed to the contrary.

4. Services

Service Provider agrees to provide the following services to EPRD ("Services"); acting as an umpire for softball games. Locations of Service: Pierre Moran Park and Riverview Softball Complex. The Service Provider shall perform the services in a reasonable, prudent, and workman-like manner.

5. Compensation

In consideration of Service Provider's performance of the Services, EPRD agrees to pay Service Provider a fee per game ("Fee") as set forth in the approved Rate Scale throughout the Term as long as the expectations for the pay criteria are met. (See attached approved Rate Scale) The Fee shall be paid by the EPRD to Service Provider, as outlined by the current calendar year Park Board Schedule.

a. Taxes

EPRD shall prepare and file an IRS Form 1099 with the Internal Revenue Service, which shall report all compensation paid by EPRD to the Service Provider. EPRD shall not withhold any taxes from payments made to the Service Provider. Service Provider will be responsible for reporting and accounting for all state, federal, social security, and local taxes.

Service Provider shall be solely responsible for all expenses incurring in performing the obligations under the Agreement.

7. Documents

Service Provider shall perform all Services at the locations specified above. In connection with Services performed on EPRD properties, Service Provider agrees to maintain all facilities and equipment used in connection with the Services in clean, sanitary, and safe condition and free from defects of any kind. Service Provider agrees that it will periodically inspect all these facilities and equipment for this purpose. Service Provider warrants that it is not now, nor shall it be during the term of this Agreement, in violation of any health, building, fire, zoning code, or regulation.

In connection with Services performed on or with properties owned or controlled by EPRD, Service Provider agrees to use all facilities and equipment with due care, and to report all defects in or damage to any facilities or equipment and the cause, if known, immediately to EPRD.

9. Liability

EPRD assumes no liability for actions of the Service Provider under this Agreement. Service Provider agrees to fully indemnify and hold harmless EPRD against any and all liability, loss, damage, claim, or expense which EPRD may sustain or be required to pay as a result of any wrongful or negligent acts of Service Provider in the performance of its services and obligations under this contract.

Service Provider shall, as soon as practicable, notify EPRD of any action, suit, proceeding, or claim resulting from any alleged wrongful or negligent act of Service Provider.

10. Assignment

Service Provider's obligations under this Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the City.

11. Complete Agreement; Amendment

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with this subject matter. No modification of this Agreement shall be effective unless made in writing and signed by both parties.

12. Choice of Law: Venue

This agreement shall be governed by the law of the State of Indiana. Proper venue for any claim arising under this Agreement shall be the state courts of Elkhart County, Indiana.

13. Severability

Whenever possible, each provision hereof shall be construed so as to be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of the Agreement.

SERVICE PROVIDER	CITY OF ELKHART, by and through its BOARD OF PARKS AND RECREATION
Durk Bring ++	
	President
Part Dant	<u> </u>
Signature	Manakan
	Member
	Member
	Member



Ţ	his Agreement is made this day of MARCH Down by and between the				
	CITY OF ELKHART, PARKS AND RECREATION DEPARTMENT, acting by and through its PARKS AND RECREATION BOARD ("EPRD") and ("Service Provider").				
٧	VHEREAS, the Service Provider possesses specialized skills and expertize; and				
	WHEREAS, the EPRD desires to retain Service Provider to assist EPRD in conducting certain recreational activities, and Service Provider desires to perform such services for the EPRD; and				
а	IOW, THERFORE, in consideration of the covenants and terms contained in this Agreement and the mutual benefits accruing to EPRD and to Service Provider from the relationship between the parties created by the terms of this agreement, EPRD, and Service Provider agree as follows:				
1.	Engagement				
	EPRD hereby retains and engages Service Provider and Service Provider hereby agrees to hold itself available to EPRD to provide the services described in Section 4 of this Agreement ("Services"), upon the terms and conditions hereinafter set forth.				
2.	<u>Term</u>				
	This Agreement shall commence on the15 day ofApril,2024 and continue through the <u>1st day of November, 2024</u> unless sooner terminated pursuant to the terms of this Agreement.				
3.					

3

The parties expressly agree and acknowledge that the relationship between the EPRD and Service Provider shall be that of an independent contractor. Service Provider understands, acknowledges, and agrees that Service Provider is not an employee of EPRD or the City of Elkhart ("City"), and nothing in this Agreement, or its implementation, shall be construed to the contrary.

4. Services

Service Provider agrees to provide the following services to EPRD ("Services"): acting as an umpire for softball games. Locations of Service: Pierre Moran Park and Riverview Softball Complex. The Service Provider shall perform the services in a reasonable, prudent, and workman-like manner.

5. Compensation

In consideration of Service Provider's performance of the Services, EPRD agrees to pay Service Provider a fee per game ("Fee") as set forth in the approved Rate Scale throughout the Term as long as the expectations for the pay criteria are met. (See attached approved Rate Scale) The Fee shall be paid by the EPRD to Service Provider, as outlined by the current calendar year Park Board Schedule.

a. Taxes

EPRD shall prepare and file an IRS Form 1099 with the Internal Revenue Service, which shall report all compensation paid by EPRD to the Service Provider. EPRD shall not withhold any taxes from payments made to the Service Provider. Service Provider will be responsible for reporting and accounting for all state, federal, social security, and local taxes.

Service Provider shall be solely responsible for all expenses incurring in performing the obligations under the Agreement.

7. Documents



Service Provider shall perform all Services at the locations specified above. In connection with Services performed on EPRD properties, Service Provider agrees to maintain all facilities and equipment used in connection with the Services in clean, sanitary, and safe condition and free from defects of any kind. Service Provider agrees that it will periodically inspect all these facilities and equipment for this purpose. Service Provider warrants that it is not now, nor shall it be during the term of this Agreement, in violation of any health, building, fire, zoning code, or regulation.

In connection with Services performed on or with properties owned or controlled by EPRD, Service Provider agrees to use all facilities and equipment with due care, and to report all defects in or damage to any facilities or equipment and the cause, if known, immediately to EPRD.

9. Liability

EPRD assumes no liability for actions of the Service Provider under this Agreement. Service Provider agrees to fully indemnify and hold harmless EPRD against any and all liability, loss, damage, claim, or expense which EPRD may sustain or be required to pay as a result of any wrongful or negligent acts of Service Provider in the performance of its services and obligations under this contract.

Service Provider shall, as soon as practicable, notify EPRD of any action, suit, proceeding, or claim resulting from any alleged wrongful or negligent act of Service Provider.

10. Assignment

Service Provider's obligations under this Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the City.

11. Complete Agreement; Amendment

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with this subject matter. No modification of this Agreement shall be effective unless made in writing and signed by both parties.

12. Choice of Law; Venue

This agreement shall be governed by the law of the State of Indiana. Proper venue for any claim arising under this Agreement shall be the state courts of Elkhart County, Indiana.

13. Severability

Whenever possible, each provision hereof shall be construed so as to be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of the Agreement.

SERVICE PROVIDER	CITY OF ELKHART, by and through its BOARD OF PARKS AND RECREATION
Edward S BELLOWS	
Print Ballon	President
Signature	Member
	Member
	Member



CI	TY OF ELKHART, PARKS AND RECREATION DEPARTMENT, acting by and through its PARKS AND			
RE	ECREATION BOARD ("EPRD") and Sole Brown ("Service Provider").			
W	HEREAS, the Service Provider possesses specialized skills and expertize; and			
	WHEREAS, the EPRD desires to retain Service Provider to assist EPRD in conducting certain recreational activities, and Service Provider desires to perform such services for the EPRD; and			
NOW, THERFORE, in consideration of the covenants and terms contained in this Agreement and the mutual benefits accruing to EPRD and to Service Provider from the relationship between the parties created by the terms of this Agreement, EPRD, and Service Provider agree as follows:				
1.	Engagement EPRD hereby retains and engages Service Provider and Service Provider hereby agrees to hold itself available to EPRD to provide the services described in Section 4 of this Agreement ("Services"), upon the terms and conditions hereinafter set forth.			
2.	<u>Term</u>			
	This Agreement shall commence on the15 day ofApril,2024 and continue through the <u>1st day of November, 2024</u> unless sooner terminated pursuant to the terms of this Agreement.			
3.	Relationship – Independent Contractor Status			

The parties expressly agree and acknowledge that the relationship between the EPRD and Service Provider shall be that of an independent contractor. Service Provider understands, acknowledges, and agrees that Service Provider is not an employee of EPRD or the City of Elkhart ("City"), and nothing in this Agreement, or its implementation, shall be construed to the contrary.

Service Provider agrees to provide the following services to EPRD ("Services"): acting as an umpire for softball games. Locations of Service: Pierre Moran Park and Riverview Softball Complex. The Service Provider shall perform the services in a reasonable, prudent, and workman-like manner.

5. Compensation

In consideration of Service Provider's performance of the Services, EPRD agrees to pay Service Provider a fee per game ("Fee") as set forth in the approved Rate Scale throughout the Term as long as the expectations for the pay criteria are met. (See attached approved Rate Scale) The Fee shall be paid by the EPRD to Service Provider, as outlined by the current calendar year Park Board Schedule.

a. Taxes

EPRD shall prepare and file an IRS Form 1099 with the Internal Revenue Service, which shall report all compensation paid by EPRD to the Service Provider. EPRD shall not withhold any taxes from payments made to the Service Provider. Service Provider will be responsible for reporting and accounting for all state, federal, social security, and local taxes.

Service Provider shall be solely responsible for all expenses incurring in performing the obligations under the Agreement.

7. Documents

Service Provider shall perform all Services at the locations specified above. In connection with Services performed on EPRD properties, Service Provider agrees to maintain all facilities and equipment used in connection with the Services in clean, sanitary, and safe condition and free from defects of any kind. Service Provider agrees that it will periodically inspect all these facilities and equipment for this purpose. Service Provider warrants that it is not now, nor shall it be during the term of this Agreement, in violation of any health, building, fire, zoning code, or regulation.

In connection with Services performed on or with properties owned or controlled by EPRD, Service Provider agrees to use all facilities and equipment with due care, and to report all defects in or damage to any facilities or equipment and the cause, if known, immediately to EPRD.

9. Liability

EPRD assumes no liability for actions of the Service Provider under this Agreement. Service Provider agrees to fully indemnify and hold harmless EPRD against any and all liability, loss, damage, claim, or expense which EPRD may sustain or be required to pay as a result of any wrongful or negligent acts of Service Provider in the performance of its services and obligations under this contract.

Service Provider shall, as soon as practicable, notify EPRD of any action, suit, proceeding, or claim resulting from any alleged wrongful or negligent act of Service Provider.

10. Assignment

Service Provider's obligations under this Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the City.

11. Complete Agreement; Amendment

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with this subject matter. No modification of this Agreement shall be effective unless made in writing and signed by both parties.

12. Choice of Law; Venue

This agreement shall be governed by the law of the State of Indiana. Proper venue for any claim arising under this Agreement shall be the state courts of Elkhart County, Indiana.

13. Severability

Whenever possible, each provision hereof shall be construed so as to be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of the Agreement.

SERVICE PROVIDER	CITY OF ELKHART, by and through its BOARD OF PARKS AND RECREATION
Print Parts	
Ant -	President
/ Signature/	Member
	Member
	Member



Th CI RE	by and between the TY OF ELKHART, PARKS AND RECREATION DEPARTMENT, acting by and through its PARKS AND ECREATION BOARD ("EPRD") and			
W	WHEREAS, the Service Provider possesses specialized skills and expertize; and			
WHEREAS, the EPRD desires to retain Service Provider to assist EPRD in conducting certain recreational activities, and Service Provider desires to perform such services for the EPRD; and				
NOW, THERFORE, in consideration of the covenants and terms contained in this Agreement and the mutual benefits accruing to EPRD and to Service Provider from the relationship between the parties created by the terms of this Agreement, EPRD, and Service Provider agree as follows:				
Ι.	Engagement EPRD hereby retains and engages Service Provider and Service Provider hereby agrees to hold itself available to EPRD to provide the services described in Section 4 of this Agreement ("Services"), upon the terms and conditions hereinafter set forth.			
2.	<u>Term</u>			
	This Agreement shall commence on the15 day ofApril,2024 and continue through the <u>1st day of November, 2024</u> unless sooner terminated pursuant to the terms of this Agreement.			
3.	Relationship – Independent Contractor Status			

3

The parties expressly agree and acknowledge that the relationship between the EPRD and Service Provider shall be that of an independent contractor. Service Provider understands, acknowledges, and agrees that Service Provider is not an employee of EPRD or the City of Elkhart ("City"), and nothing in this Agreement, or its implementation, shall be construed to the contrary.

Services

Service Provider agrees to provide the following services to EPRD ("Services"): acting as an umpire for softball games. Locations of Service: Pierre Moran Park and Riverview Softball Complex. The Service Provider shall perform the services in a reasonable, prudent, and workman-like manner.

5. Compensation

In consideration of Service Provider's performance of the Services, EPRD agrees to pay Service Provider a fee per game ("Fee") as set forth in the approved Rate Scale throughout the Term as long as the expectations for the pay criteria are met. (See attached approved Rate Scale) The Fee shall be paid by the EPRD to Service Provider, as outlined by the current calendar year Park Board Schedule.

a. Taxes

EPRD shall prepare and file an IRS Form 1099 with the Internal Revenue Service, which shall report all compensation paid by EPRD to the Service Provider. EPRD shall not withhold any taxes from payments made to the Service Provider. Service Provider will be responsible for reporting and accounting for all state, federal, social security, and local taxes.

Expenses

Service Provider shall be solely responsible for all expenses incurring in performing the obligations under the Agreement.

7. Documents

1 %

Service Provider shall perform all Services at the locations specified above. In connection with Services performed on EPRD properties, Service Provider agrees to maintain all facilities and equipment used in connection with the Services in clean, sanitary, and safe condition and free from defects of any kind. Service Provider agrees that it will periodically inspect all these facilities and equipment for this purpose. Service Provider warrants that it is not now, nor shall it be during the term of this Agreement, in violation of any health, building, fire, zoning code, or regulation.

In connection with Services performed on or with properties owned or controlled by EPRD, Service Provider agrees to use all facilities and equipment with due care, and to report all defects in or damage to any facilities or equipment and the cause, if known, immediately to EPRD.

9. Liability

EPRD assumes no liability for actions of the Service Provider under this Agreement. Service Provider agrees to fully indemnify and hold harmless EPRD against any and all liability, loss, damage, claim, or expense which EPRD may sustain or be required to pay as a result of any wrongful or negligent acts of Service Provider in the performance of its services and obligations under this contract.

Service Provider shall, as soon as practicable, notify EPRD of any action, suit, proceeding, or claim resulting from any alleged wrongful or negligent act of Service Provider.

10. Assignment

Service Provider's obligations under this Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the City.

11. Complete Agreement; Amendment

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with this subject matter. No modification of this Agreement shall be effective unless made in writing and signed by both parties.

12. Choice of Law; Venue

This agreement shall be governed by the law of the State of Indiana. Proper venue for any claim arising under this Agreement shall be the state courts of Elkhart County, Indiana.

13. Severability

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SERVICE PROVIDER	CITY OF ELKHART, by and through its BOARD OF PARKS AND RECREATION
Joseph Bower	
Print	President
Signature	Member
	Member
	Member



(CITY OF ELKHART, PARKS AND RECREATION DEPARTMENT, acting by and through its PARKS AND RECREATION BOARD ("EPRD") and Company of the Company of
١	WHEREAS, the Service Provider possesses specialized skills and expertize; and
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ć	NOW, THERFORE, in consideration of the covenants and terms contained in this Agreement and the mutual benefits accruing to EPRD and to Service Provider from the relationship between the parties created by the terms of this Agreement, EPRD, and Service Provider agree as follows:
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2.	. <u>Term</u>
	This Agreement shall commence on the15 day ofApril, 2024 and continue through the 1st day of November, 2024 unless sooner terminated pursuant to

3. Relationship - Independent Contractor Status

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The parties expressly agree and acknowledge that the relationship between the EPRD and Service Provider shall be that of an independent contractor. Service Provider understands, acknowledges, and agrees that Service Provider is not an employee of EPRD or the City of Elkhart ("City"), and nothing in this Agreement, or its implementation, shall be construed to the contrary.

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SERVICE PROVIDER	CITY OF ELKHART, by and through its BOARD OF PARKS AND RECREATION
Print Mandell	President
Signature	Member
	Member
	Member



CI	is Agreement is made this 20 day of 12 day of 13 day of 15 day of 16 day of 17 day of 18 day of	
W	HEREAS, the Service Provider possesses specialized skills and expertize; and	
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OITY OF FULLIARY by and through the

SERVICE PROVIDER	CITY OF ELKHART, by and through its BOARD OF PARKS AND RECREATION
Print 1 / Rodney Miller	President
Signature MA	- Testaent
	Member
	Member
	Member



	nis Agreement is made this <u>- </u>		T acting by and through	by and between the
	ECREATION BOARD ("EPRD") and			("Service Provider").
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SERVICE PROVIDER	CITY OF ELKHART, by and through its BOARD OF PARKS AND RECREATION
MONALO SUMMENS Print	
Marall Summ	President
Signature	Member
	Member
	Member



C	this Agreement is made this 20th day of March , 2024 by and between the CITY OF ELKHART, PARKS AND RECREATION DEPARTMENT, acting by and through its PARKS AND RECREATION BOARD ("EPRD") and Scott D. Martin ("Service Provider").		
٧	WHEREAS, the Service Provider possesses specialized skills and expertize; and		
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3.	Relationship – Independent Contractor Status		

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SERVICE PROVIDER	CITY OF ELKHART, by and through its BOARD OF PARKS AND RECREATION
Scott D. Martin	
Scott D. Hartin	President
Gigilature	Member
	Member
	Member



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•	B-l-filin b-l			

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SERVICE PROVIDER	CITY OF ELKHART, by and through its BOARD OF PARKS AND RECREATION
Titus Luc	_
Print	President
Signature	_
	Member
	Member
	Member



	is Agreement is made this day of MARCH LOPE, by and between the
	TY OF ELKHART, PARKS AND RECREATION DEPARTMENT, acting by and through its PARKS AND
RI	ECREATION BOARD ("EPRD") and MACILL ("Service Provider").
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SERVICE PROVIDER	CITY OF ELKHART, by and through its BOARD OF PARKS AND RECREATION
Frint MACIK Print Macik 100 Macik	President
Signature	Member
	Member
	 Member



	This Agreement is made this 23 day of MARCH , LOZY by and between the CITY OF ELKHART, PARKS AND RECREATION DEPARTMENT, acting by and through its PARKS AND RECREATION BOARD ("EPRD") and MARCH SECREATION BOARD ("Service Provider").	
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SERVICE PROVIDER	BOARD OF PARKS AND RECREATION
RONALD GUYER	_
Ronal Line	President
Signature	Member
	Member
	Member



This Agreement is made this **15th day of March**, **2023** by and between the CITY OF ELKHART, PARKS AND RECREATION DEPARTMENT, acting by and through its PARKS AND RECREATION BOARD ("EPRD") and ("Service Provider").

WHEREAS, the Service Provider possesses specialized skills and expertize; and

WHEREAS, the EPRD desires to retain Service Provider to assist EPRD in conducting certain recreational activities, and Service Provider desires to perform such services for the EPRD; and

NOW, THERFORE, in consideration of the covenants and terms contained in this Agreement and the mutual benefits accruing to EPRD and to Service Provider from the relationship between the parties created by the terms of this Agreement, EPRD, and Service Provider agree as follows:

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SERVICE PROVIDER	CITY OF ELKHART, by and through its BOARD OF PARKS AND RECREATION
Print Degrer J Wigher	President
Signature / / / / / / / / / / / / / / / / / / /	Member
	Member
	Member



RECREATION DEPARTMENT, acting by and through its PARKS AND RECREATION BOARD ("EPRD") and ("Service Provider").	This Agreement is made this 1:	oth day of March, 2023 by an	nd between the CITY	OF ELKHART,	PARKS AND
("Service Provider")	RECREATION DEPARTMENT	, acting by and through its PA	RKS AND RECREAT	TION BOARD ("	EPRD") and
JOSTICE TOTAL .	Joshua Key	1	("Service	Provider").	

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Print Dash Reed	President
Signature	Member
	Member
	Member



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Print Miller	President
Signature	Flesidelit
	Member
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Scott D. Martin Print Sott D. Martin	President
Signature	Member
	Member
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RONALD GUYER	
Ronald Ause	President
Signature	Member
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Print	President		
C Esowen	President		
Signature			
	Member		
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF FULLIARY by and through its

SERVICE PROVIDER	CITY OF ELKHART, by and through its BOARD OF PARKS AND RECREATION
Edward S. Rellows	
Eding Polliers	President
Signature	Member
	Member
	Member



This Agreement is made this 15th day of March, 2023 b	y and between the CITY OF ELKHART, PARKS AND
RECREATION DEPARTMENT, acting by and through its	PARKS AND RECREATION BOARD ("EPRD") and
Justin Randall	("Service Provider").

WHEREAS, the Service Provider possesses specialized skills and expertize; and

WHEREAS, the EPRD desires to retain Service Provider to assist EPRD in conducting certain recreational activities, and Service Provider desires to perform such services for the EPRD; and

NOW, THERFORE, in consideration of the covenants and terms contained in this Agreement and the mutual benefits accruing to EPRD and to Service Provider from the relationship between the parties created by the terms of this Agreement, EPRD, and Service Provider agree as follows:

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SERVICE PROVIDER	CITY OF ELKHART, by and through its BOARD OF PARKS AND RECREATION
Print Pandall	
AHUL	President
Signature	Member
	Member
	Member



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Tow w MACIL Print Malih	President
Signature	Member
	Member
	Member



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JOSÉ BROAND	
Print	President
Signature //	Member
	Member
	Member



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SERVICE PROVIDER	CITY OF ELKHART, by and through its BOARD OF PARKS AND RECREATION
Print Summers	President
Signature	Member
	Member
	Member



The Honorable Rod Roberson Mayor

Jamison Czarnecki
Parks Superintendent

Parks & Recreation 229 S. Second St Elkhart, IN 46514

574.295.7275 Fax: 574.522-7808

MEMO

To: All Elkhart Park and Recreation Board Members

From: Matthew Moyers

CC: Board Counsel, Superintendent, Recording Secretary

Date: January 24th, 2024

Re: Park Board 101

Welcome members of the City of Elkhart's Park and Recreation Board. This memo is intended to be a quick reference source for several of the documents and on-line sources of information that you might find useful. To access many of these links, you will need to have your City of Elkhart email set-up and have access to the city network.

Park Law:

Three sections of Indiana State Code that apply to Board members.

Park General Law – IC 36-10-3 describes Park Board authority and powers.

<u>Indiana Open Door Laws</u> - IC 5-14-1.5 covers the state law on how meetings must be accessible to the public

<u>Criminal Activities in Public Administration</u> - IC 35-44.1-1 defines specific criminal offenses for Boards

<u>City of Elkhart Municipal codes</u> that apply to Parks.

Chapter 31 creates the Park and Recreation Department as an executive division of the City of Elkhart Chapter 96 covers General Provisions, established Rules and Regulations, and Park Roads ordinances Chapter 98 covers Forestry and Tree Regulations.

Core Documents for the Agency

The City of Elkhart 25 year Comprehensive Plan

The current edition of <u>Elkhart Parks & Recreation's 5 year Master Plan</u>
<u>The Administration, Policies & Procedures Manual</u> (Going for approval in April)
The folder for all currently active and approved Policies

Additional Resources

Indiana Handbook for Public Access Laws

Roberts Rules of Order Cheat Sheet

Park Board Decorum and Meeting Guide

<u>The City of Elkhart, Parks & Recreation Website</u>, including links to EP&R's Facebook and Instagram accounts

The Indiana Parks and Recreation Association's webpage.

The National Recreation and Park Association's webpage

Optional Park Board Training Service – cost covered by arrangement by City of Elkhart

Who Does What? - A document describing the division of responsibilities between Board and Superintendent

<u>Open Door Law and Access to Public Records Act Slideshow</u>- A presentation on key points to the Open Door Law and APRA rules in Indiana.

Respectfu	ılly,
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Matthew Moyers

ADMINISTRATION, POLICIES AND PROCEDURES MANUAL

(day, month)	(day
Nekeisha Alayna Alexis, Presider	_
Chris Baiker, Vice Presider	
Sarah Santerre, Secreta	
Bill Murray, Treasur	

Distribution List:

Available to all staff at the <a>ER&P SharePoint Data Share Hub:





ELKHART BOARD OF WORKS 2022 USE & EVENT PERMIT APPLICATION

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

Date Received:			
NSTRUCTIONS: Please carefully read the "Event Proced Incomplete applications and/or applicati			
EVENT NAME: Fun in the Sun Monday	i	DATE(S) REQUESTED Jun	e 24, 2024
LOCATION/VENUE REQUESTED Walker Park,	Section north of the loop	and adjacent to the O	solo Branch of EPL
LOCATION/VENUE 2 ND CHOICE REQUESTED			
OFFICE USE: DATE/VENUE AVAILABLE	Yes		
APPLICANT INFORMATION			
NAME OF APPLICANT Janell Maust		=	
NAME OF EVENT ORGANIZER/PRODUCER Janell Maust			
PRODUCTION COMPANY/ORGANIZATION			
Osolo Branch, Elkhart P	ublic Library		
STREET ADDRESS 3429 E. Bristol Street		99	APT/UNIT/SUITE
Elkhart	*1	STATE	ZIP CODE 46514
E-MAIL ADDRESS jmaust@myepl.org			
DAYTIME PHONE FA		CELL PHONE	
574-264-7234 57	74-522-2174 DAYTIME PHONE	574-238-0424 CELL PHONE	
Janell Maust	574-264-7234	574-238-042	4
EVENT SPONSOR: Are you, the applicant, or (Please check No or Yes Below)	rganizing this event on behalf	of another organization?	
No Yes—Name of Organization:			
NAME OF SPONSORING ORGANIZATION CONTAC		SPONSORING (ORG. CONTACT PHONE
ADDRESS OF SPONSORING ORGANIZATION	CITY		ZIP CODE
Additional Documentation Required: If you checked "Yes" above you are organizing this event.	re, please submit an endorsement letter from	m the organization (on their official Let	tterhead) on whose behalf
Is the sponsoring organization a 501(c) (3)? (Please check No or Yes below.)	?		
No Yes——— Please attach current vi	erification of 501(c) (3) status		
Does the sponsoring organization have an S (Please check No or Yes below.)	3T-105, General Sales Tax Ex	emption Status?	
No Yes——— Please attach current vi	erification of ST-105 status	FEDERAL TAX ID # 000312286	67 - 001

EVENT INFORMATION	
ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DO Start Time: 4:00 Fir Additional Information Required: If your event includes multiple	nish Time: 5:00
SET-UP TIME(S) From: 2:00 To: 4:00	TEAR-DOWN From: 5:00 To: 6:00
EXPECTED NUMBER OF PARTICIPANTS: 75	Profit.
f event is reoccurring, please submit past number of participants	s below.
2021 NUMBER OF PARTICIPANTS:	2020 NUMBER OF PARTICIPANTS:
PREVIOUS YEAR DATE/LOCATION: Has this event been previous (Please check No or Yes below.) No Yes Event Name:	
Location: EVENT DESCRIPTION	Date:
EVENT BESSIAI FISH	1257
Please check what type of event this is (Check all that apply) a	nd write a brief description of your event.
☐ Wall/Run ☐ Cultural Event ☐ Oth	her event, please describe: amily Activities
	y stations set up: Water ball splat into a tub of
Law Children and Apple	cts to dip out with small nets, sand with rubber worm
to find, pool noodle games, a simple	e obstacle course, and tic,tac, toe. Two canopies
will be set up: one for participation p	prizes and one for the door prize sign-up.
Food will be offered but it will be on	the east side of the Osolo Branch.
	Maria Ma
Please provide a detailed description of your event. Docum	nent(s) with this information or other materials describing this event may be attached.
PROHIBITED ACTIVITIES IN CITY PARKS (By C	Ordinances)
No Fundraising Allowed	
No Bounce Houses Allowed	THE PARTY OF THE STATE OF THE S
No Admission Fees Allowed	

EVENT LOGISTICS	
All event logistics are subject to the approval of the "EPRB". Additionally, certain event features such as street closures and City of Elkhart. For information regarding City of Elkhart Permits, please call 574-294-5471 ext. 1055 or email Nancy. Wilson	
FOOD AND ALCOHOLIC BEVERAGES: Are you requesting permission to serve and/or sample food and/or beverages? (Please check the appropriate response.) No Food or Alcoholic Beverages may be sold on Park Property. If applicable Name of Caterer/Vendor:	Yes, to the general public
IF YES, please describe:	
Additional Information Required: If you checked "Yes" above, a Short Term Permit is required from the Elkhart County Health Department, Indicate location where food/beverages will be served on the Site Map.	
TENTS AND CANOPIES If you are planning to erect tents or canopies, describe and give the quantity of tents and/or canopies, along with the sizes of with this information may be attached. All tents and/or canopies must be indicated on the Site Map. The Event Organizer is recaused 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: 2 canopies	
Tent/Canopy Size(s): Both are 10 ft by 10 ftwill use sand bage of 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 Relitities must be marked. Call 811 for Utilities to mark tent area. Remits are required, fees apply - Permits must be acquired and paid for at the Permit Center at 229 South Second Street, Elkhart-574	the corresponding size.)
Additional Documentation Required: If you checked "Yes" above, please indicate the number of tents with the corresponding Document with this information may be attached. All tents and/or canopies must be indicated on the Site Map.	g size.
VEHICLES Are you requesting permission to operate staff/supply vehicles on City/"EPRB" service roads for delivery of equipment, suppl 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):	8

STAGES/PLATFORMS	profit or a property of the contract of the co
(Please check No or Yes below) If yes, please provide additional information	
Will your event include the installation of stages/platforms? The location of t (Please check No or Yes below.) NO STAGES ARE PROVIDED OR AVAILABLE FRO	ne stages/platforms must be approved by the BOW. DM THE CITY OF ELKHART OR ITS DEPARTMENTS
May require additional insurance.	100 100 100 100 100 100 100 100 100 100
The second secon	The second secon
No Yes Number of Stage(s):	
	tigen, provide alternative in the standard body and object out a total contradiction.
Stage Description(s):	
Stage Owner	Phone Number:
Address: Street, City, State, Zip	and the state of t
Stage Specs will be required.	
Additional Documentation Required: If you checked "Yes" above, please c	learly indicate the number of stages/platforms on the Site Map.
PORTABLE TOILETS	the state of the s
(Please check No or Yes below) If yes, please provide additional information	
attached. All portable toilets must be removed from City/"EPRB" property of	
portable toilets must be removed that following Monday). The location must ADA compliant toilets are required for Public Gatherings.	It be approved by the City/"EPRB".
ADA compilant tollets are required for Public Gatherings.	40.00
No Yes Number of Portable Toilets:	AND Number of Accessible ADA Portable Toilets:
Communication (a)	
Company/Description(s):	A PROPERTY OF THE PARTY OF THE
Additional Documentation Required: If you checked "Yes" above, please of	clearly indicate the number of portable toilets on the Site Map
FENCING	
	* *
Will the event include the installation of event fencing by the Event Organize (Please check No or Yes below.)	r? The location of the fencing must be approved by the "BOW"/"EPRB".
No Yes Description:	
Description:	*PX****
May require a call to 811 for location marking of Utilities, Buildings and Gi	rounds must also approve to make sure sprinkler lines are not in jeopardy.
May require a call to 0 1 100 rocator marking of extinuor, extraining and ex-	
the state of the s	CAR TO THE COLUMN TO THE TAX THE COLUMN TO T
EMERGENCY SUPPORT SERVICES- Motor Vehicle an	
EINIERGENCT SUPPORT SERVICES-Motor Venicle an	d Pedestnan Control
Will the event require Emergency Support Services?	Consect of the second s
(Please check No or Yes below.)	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
No Yes —	= 80.5
	1 Z - B + Z K - 3/8
Number of Emergency Management Staff Requested	
\$50.00 Minimum of two Event Personnel	of The Santa
\$25.00 Event Personnel each per event	32
7,5	Total Cost \$

FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES REQUESTED: Please indicate what services you are requesting. Mark all that are requested: No	· · · · · · · · · · · · · · · · · · ·	<u> </u>
No	FIRE DEPARTMEN	iT
Medic Kubota Fire Truck F	■ No □ Yes ——	•
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PARKS DEPARTMENT EQUIPMENT REQUESTED: No Yes 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.)	No Yes	• <u> </u>
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Trailer (tables/chairs) ONLY AVAILABLE FOR CITY ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)	_	

City Departments Only may request the use of these items.

No Yes		
ease indicate why you feel Police presence may be needed a	t your Event.	
		Control of the Contro
Additional Information May Be Required.		
STREET DEPARTMENT		
STREET CLOSURES: Will you be re	equiring closure of City streets for yo	our event?
No Yes Street Name Please mark all that may apply:	The second secon	50 - 1
No Yes Street Name Please mark all that may apply: Street Closed From:	To:	
No Yes Street Name Please mark all that may apply: Street Closed From: Street Closed From:	To:	
No Yes Street Name Please mark all that may apply: Street Closed From: Street Closed From:	To:	
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No Yes Street Name—Please mark all that may apply: Street Closed From: OTHER STRUCTURES		
No Yes Street Name—Please mark all that may apply: Street Closed From: OTHER STRUCTURES Vill your event include other structures not identified abore the structures of identified abore the	To:To:To:To:	ved by the "EPRB".

2022 City of Board of Works and Park and Recreation Board - - - 6

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? Yes No Yes Νo Yes No Sign Information Bridge Banner: Yes No Please indicate location: Bridge Banner- North Main Street- Memorial Bridge Bridge Banner - Johnson Street **NOISE ORDINANCE** Will the event require an exception to noise by the Event Organizer? (Please check No or Yes below.) Reason: Parade and Special Exception to Noise Ordinance: Yes No 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) None What measures will be taken to mitigate the impact of the Noise exception on surrounding persons (required) None

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 <u>primary contact</u> and must be present during the event:

Contact full name (first/last name): Janell Maust

Contact cell number (area code plus number): 574-238-0424

EVENT MAPS

SITE MAP (Required for all Applicants)

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

ROUTE MAP (Runs, Walks, Bike Rides)

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

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

INDEMNIFICATION, WAIVER AND RELEASE

11 - 1

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

APPLICANT SIGNATURE

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

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

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

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

Janell Maust	_ Janual IV aust		
PRINTED NAME OF APPLICANT	SIGNATURE OF APPLICANT		
	3-25-2024		
	DATE		
WITNESSED: Clerk of the Board of Works	Date		
APPROVED: BOARD OF PUBLIC WORKS			
President	Date		
RATIFIED: BOARD OF PARKS AND RECREATION (if app	olicable)		
	Date		
President or Secretary			

10 111

following steps have been completed: Have you? Signed and dated your application? Attached your event site map? (and route map if a run/walk event) Designated the onsite Emergency Contact Person? Provided all documents and information as requested throughout the application? ST-105, 501 (c) (3), etc. Certificate of Insurance listing the City of Elkhart as a Certificate Holder No permit required for the small canopres.

(As explained by Nancy Wilson.) Tent Permit if applicable Certificates of Insurance should include the following under additionally insured: Civil City of Elkhart Civil City of Elkhart Elkhart Park Board for and on behalf of Parks & Recreation 229 South Second Street 1320 Benham Avenue Elkhart, IN 46516 Elkhart, IN 46516 Submit your completed application to: For Parks: For Board of Works: City of Elkhart Board of Public Works City of Elkhart Parks & Recreation Board **Use & Event Permitting Use & Event Permitting** 229 South 2nd Street 1320 Benham Avenue Elkhart, IN 46516 Elkhart, IN 46516

Phone (574) 295-7275

Email:elkhartcityparkspermits@coei.org

Thank you for completing your Special Use Permit Application. Before you submit your application please make sure that the

Phone (574) 294-5471 ext. 1055

Email:Nancy.Wilson@coei.org

Form ST-105 State Form 49065 R4/ 8-05

Indiana Department of Revenue General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. This exemption certificate can not be issued for the purchase of <u>Utilities</u>, <u>Vehicles</u>, <u>Watercraft</u>, or <u>Aircraft</u>. Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue.

25	Name of Purchaser Elkhart Public Library				
(Alu					
print o	Purchaser must provide minimum of one ID number below.*				
Section 1 (print only)	Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate				
Sect	TID# (10 digits) LOC# (3 digits) If not registered with the Indiana DOR, provide your State Tax ID Number from another State				
	*See instructions on the reverse side if you do not have either number. State ID# State of Issue				
Section 2	Is this a Danket purchase exemption request or a single purchase exemption request? (check one)				
Sec	Description of items to be purchased.				
	Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)				
	Sales to a retailer, wholesaler, or manufacturer for resale only.				
	Sale of manufacturing machinery, tools, and equipment to be used directly in direct production.				
	Sales to nonprofit organizations claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)				
Section 3	Sales of tangible personal property predominately used (greater then 50 percent) in providing public transportation - provide USDOT#. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a school bus operator, must provide their SS# or FID# in lieu of a State ID# in Section #1. USDOT#				
Se	Sales to persons, occupationally engaged as farmers, to be used directly in production of agricultural products for sale. Note: A farmer not possessing a State Business License# may enter a FID# or a SS# in lieu of a State ID# in Section #1.				
	☐ Sales to a contractor for exempt projects (such as public schools, government, or nonprofits).				
	Sales to Indiana Governmental Units (agencies, cities, towns, municipalities, public schools, and state universities).				
	Sales to the United States Federal Government - show agency name. Note: A U.S. Government agency should enter its Federal Identification Number (FID#) in Section #1 in lieu of a State ID#.				
	Other - explain.				
	I hereby certify under the penaltics of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.				
Section 4	I confirm my understanding that misuse, (either negligent or intentional), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.				
	Signature of Purchaser Squell Squerith Date 5/19/23				
磨	Printed Name Jane A. Garoutte Title Treasurer				

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.

Seller must keep this certificate on file to support exempt sales.

Form ST-105 General Information and Instructions

All four (4) sections of the ST-105 must be completed or the exemption is not valid and the seller is responsible for the collection of the Indiana sales tax.

Section 1 Instructions

- A) This section requires an identification number. In most cases this number will be an Indiana Department of Revenue issued Taxpayer Identification Number (TID# see note below) used for Indiana sales and/or withholding tax reporting. If the purchaser is from another state and does not possess an Indiana TID#, a resident state's business license, or State issued ID# must be provided.
- B) Exceptions For a purchaser not possessing either an Indiana TID# or another State ID#, the following may be used in lieu of this requirement.

Federal Government - place your FID# in the State ID# space.

Farmer – place your SS# or FID# in the State ID# space.

Public transportation haulers operating under another motor carrier authority, or with a contract as a school bus operator, must indicate their SS# or FID# in the State ID# space.

Nonprofit Organization - must show its FID# in the State ID# space.

Section 2 Instructions

- A) Check a box to indicate if this is a single purchase or blanket exemption.
- B) Describe product being purchased.

Section 3 Instructions

- A) Purchaser must check the reason for exemption.
- B) Purchaser must be able to provide additional information if requested.

Section 4 Instructions

- A) Purchaser must sign and date the form.
- B) Printed name and title of signer must be shown.

Note: The Indiana Taxpayer Identification Number (TID#) is a ten (10) digit number followed by a three (3) digit LOC#. The TID# is also known as the following:

- a) Registered Retail Merchant Certificate
- b) Tax Exempt Identification Number
- c) Sales Tax Identification Number
- d) Withholding Tax Identification Number

The Registered Retail Merchant Certificate issued by the Indiana Department of Revenue shows the TID# (10 digits) and the LOC# (3 digits) at the top right of the certificate.

Outdoor Events



Adopted by the Board of Trustees: April 18, 2023

A. PURPOSE

This policy establishes expectations for Elkhart Public Library events taking place outdoors, whether on library property or at other places, such as parks or government-controlled property.

B. DEFINITIONS

- 1. Lead event planner The Elkhart Public Library employee responsible for the development and execution of the program, presentation, or special event to occur outdoors.
- 2. Emergency personnel Broadly, any uniformed or properly identified first responder, including certified law enforcement and firefighting personnel, 911 dispatchers, civilian emergency services or emergency management personnel, volunteer firefighters, etc.

C. POLICY

- 1. The lead event planner will follow established program planning expectations with the purpose of informing supervisors, administrators and marketing of specific event details in advance of the event day. Additionally:
 - a. The lead event planner will oversee the process of acquiring necessary governmental permits or permissions, including but not limited to noise ordinance exemptions; use of public space or right of way; temporary alcohol sales; tents, canopies and stages requiring inspections; and/or health and safety matters.
 - b. The lead event planner will oversee necessary and proactive communications with local emergency personnel and governmental units with authority on permits or permissions to provide information about outdoor events. Information to share includes event details (e.g., event hours, including set-up and tear-down/clean-up; planned activities; expected attendees; ingress/egress; parking; etc.) and expectations of actions to be taken in the event of an emergency.
 - c. The lead event planner will oversee the development of a site map or drawing to serve as a guide for planning and discussion with the Executive Director, Senior Building Operations Manager, and other administrators.
 - d. The lead event planner will be responsible for ensuring adequate staff, including security, is present for the event to fulfill the needs of the program and assist with public safety in the event of an emergency.
 - e. The lead event planner will work with the Senior Business Manager and Senior Building Operations Manager to satisfy all obligations regarding appropriate liability insurance coverage for the outdoor event and its related activities.

- In the days prior to the scheduled outdoor event, the lead event planner will monitor weather
 forecasts and news of community activities to become aware of potential issues that may
 result in the delay, postponement, suspension, cancelation, relocation, or rescheduling of the
 planned event.
 - a. Weather monitoring and community awareness are necessary throughout the event and until all individuals working at or attending the event have left the site.
 - b. No event will take place or continue outdoors if lightning is detected within a 10-mile radius of the event location, or if the site is included in any National Weather Service severe storm warning area.
 - c. During times of precipitation or extreme temperatures, the lead event planner will be responsible for deciding if the outdoor event can continue safely for the staff and participants.
 - d. The lead event planner and all staff working at the outdoor event will demonstrate heightened awareness of urgent and unexpected changes in the weather or community surroundings.
 - (1) Staff will inform the lead event planner immediately of any potential concern regarding public health and safety.
 - (2) The lead event planner will take action to delay, suspend, relocate or cancel the remainder of the outdoor event depending on the conditions.
 - (3) The lead event planner will serve as the point of contact for any needed emergency personnel called to or visiting the site of the outdoor event.
- 3. Immediately before the beginning of the outdoor event, the lead event planner will brief all staff working at the outdoor site about the expectations for the program, any specific tasks to be fulfilled, and all steps to take in the event of an emergency. This briefing will include information on actions to take in the event of emergency.
- 4. The lead event planner will be responsible for ensuring the outdoor event location is returned to the condition it was upon arrival at the site for library event set up.
 - a. Staff will inform the lead event planner immediately of any potential concern regarding public health and safety.
 - b. In the event of damage to property, the lead event planner will inform the Senior Building Operations Manager and, as necessary, the governmental unit with authority over the event site.
- 5. For outdoor events occurring on privately owned property (e.g., the parking lot of a business or not-for-profit organization), the lead event planner also will follow all safety protocols established by the event host.

D. ADOPTION

1. Adopted by the Elkhart Public Library Board of Trustees: April 18, 2023

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/22/2024

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(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROATION 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).

this certificate does not confer rights to the certificate holder in lieu of	such endorsement(s	s).			
PRODUCER	CONTACT NAME: Felicia Ad	amson			
Gibson Insurance Agency Inc 202 South Michigan St., Suite 1400	PHONE (A/C, No, Ext): 574-245-9949 (A/C, No): 574-236-6399				
South Bend IN 46601	E-MAIL ADDRESS; fadamson@thegibsonedge.com				
Coduli Bolid IIV 4000 I			DING COVERAGE	NAIC#	
	INSURER A: Citizens Insurance Company of America			31534	
INSURED ELKHPUB-0				41840	
Elkhart Public Library					
300 S. 2nd Street	INSURER C : Pinnacle	15137			
Elkhart IN 46516	INSURER D:	-			
	INSURER E :				
INSURER F 1					
COVERAGES CERTIFICATE NUMBER: 869316662			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORI EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVI	OF ANY CONTRACT DED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPECT	TO WHICH THIS	
INSR LTR TYPE OF INSURANCE INSD WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A X COMMERCIAL GENERAL LIABILITY Z7WA66545010	7/1/2023	7/1/2024	EACH OCCURRENCE \$	1,000,000	
CLAIMS-MADE X OCCUR	78	4.90	DAMAGE TO RENTED	100,000	
VENING-IIIDUE [] VOODIK			Treemoco (La cocamonos)	10,000	
			` ′ ′ · · ·	1,000,000	
CEAUL ACCRECATE LIMIT ADDITIONED.				2.000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC				2,000,000	
	İ		PRODUCTS - COMPTOP AGG \$		
B AUTOMOBILE LIABILITY AWW-A665561-10	7/1/2023	7/1/2024	4441811150 411101 511111	1,000,000	
	1112023	7/1/2024	(Ea accident) PODILY INJURY (Per person) \$	· · · · ·	
X ANY AUTO OWNED SCHEDULED					
AUTOS ONLY AUTOS			BODILY INJURY (Per accident) \$ PROPERTY DAMAGE		
X AUTOS ONLY X NON-OWNED AUTOS ONLY			(Per accident)		
			\$		
UMBRELLA LIAB OCCUR	İ	!	EACH OCCURRENCE \$		
EXCESS LIAB CLAIMS-MADE			AGGREGATE \$		
DED RETENTION \$			\$		
C WORKERS COMPENSATION WCP7007726	1/1/2024	1/1/2025	X PER OTH-	**	
ANYPROPRIETOR/PARTNER/EXECUTIVE [77]			E.L. EACH ACCIDENT \$	500,000	
(Mandatory in NH)			E.L. DISEASE - EA EMPLOYEE \$	500,000	
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT \$	500,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required) City of Elkhart and City of Elkhart Parks and Recreation Department are additional insured with respect to general liability and auto liability coverages as required by written contract.					
CERTIFICATE HOLDER CANCELLATION					
Civil City of Elkhart Elkhart Park Board for and on behalf of Parks & Recreation 1320 Benham Avenue	SHOULD ANY OF THE EXPIRATION	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Elkhart IN 46516	Giberra Colomon A				
	Gibson Insurance Agency				





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/22/2024

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).

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
PRODUCER CONTACT NAME: Felicia Adamson										
Gibson Insurance Agency Inc					PHONE (A/C, No. Ext): 574-245-9949 (A/C, No.: 574-236-6399					
202 South Michigan St., Suite 1400 South Bend IN 46601					E-MAIL Appress: fadamson@thegibsonedge.com					
	South Bend IN 40001							DING COVERAGE		NAIC#
					INCLIDE			mpany of America		31534
INSU	RED			ELKHPU8-02				enefit Insurance Company	,	41840
	hart Public Library									15137
300	S. 2nd Street									10107
Elk	hart IN 46516				INSURE					
					INSURER E :				·-	
					INSURE	RF:		DEVICES AND ADDRESS		
	VERAGES CERTIFY THAT THE POLICIES			E NUMBER: 1463676862	/E DEE	L IOOUED TO		REVISION NUMBER:	IE BOI	ICV BERIOD
IN C	(IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I (CLUSIONS AND CONDITIONS OF SUCH	QUIR PERT	EME	NT, TERM OR CONDITION THE INSURANCE AFFORDS	OF AN'	Y CONTRACT THE POLICIE: REDUCED BY I	OR OTHER (S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPEC	OT TO	WHICH THIS
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8	
A	X COMMERCIAL GENERAL LIABILITY			Z7WA66545010		7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 1,000	,000
	CLAIMS-MADE X OCCUR						359	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,0	
	ODAMO-NADE ODOOR							MED EXP (Any one person)	\$ 10,00	
								PERSONAL & ADV INJURY	\$ 1,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	
	X POLICY PRO- LOC					32		PRODUCTS - COMP/OP AGG	\$2,000	
								TROOPETS - BOME FOR FROM	\$,500
В	OTHER: AUTOMOBILE LIABILITY		\vdash	AWW-A665561-10		7/1/2023	7/1/2024	COMBINED SINGLE LIMIT	\$ 1,000	.000
	X ANY AUTO			A4444-A000001-10		17112020	11112024	(Ea accident) BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED							BODILY INJURY (Per accident)	\$	
	X HIRED X NON-OWNED							PROPERTY DAMAGE	5	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
				<u> </u>						
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$							U I DER I LOTH.	\$	
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WCP7007726		1/1/2024	1/1/2025	X PER STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$ 500,0	000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 500,0	00
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 500,0	00
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Elkhart and City of Elkhart Parks and Recreation Department are additional insured with respect to general liability and auto liability coverages as required by written contract.										
CERTIFICATE HOLDER CANCELLATION										
City of Elkhart; City of Elkhart Parks and Recreation Department					ACC	EXPIRATION ORDANCE WI	I DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.		
	229 S. Second St. Elkhart IN 46516				AUTHORIZED REPRESENTATIVE					
					Gibson Insurance Agency					



ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

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

Date Received: March 22, 2024

INSTRUCTIONS: Please carefully read the "Event Procedures & Guidelines" sections before completing this Incomplete applications and/or applications without the required application fee will not be	
EVENT NAME: CLIC broation of life Spud Day DATE(S)	REQUESTED JUNE 22, 2024
EVENT NAME: CLIC broation of life spud Day DATE(S) LOCATION/VENUE REQUESTED VII Cry Park	mi marin neri
LOCATION/VENUE 2 ND CHOICE REQUESTED	
OFFICE USE: DATE/VENUE AVAILABLE No Yes	
APPLICANT INFORMATION	rangeration of the ball of the same
NAME OF APPLICANT E + hal Walls	
NAME OF PERMITTEE	
PRODUCTION COMPANY/ORGANIZATION	
STREET ADDRESS	APT/UNIT/SUITE
CITY	ATE ZIP CODE
E-MAIL ADDRESS	+191
DAYTIME PHONE FAX CE	ELLPHONE
EVENT DAY ON-SITE CONTACT · REQUIRED DAYTIME PHONE A KYAN TAYLON / VICTORIA KYLE	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 organizary you are organizing this event.	tion (on their official Letterhead) on whose behalf
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	
D II	
Does the sponsoring organization have an ST-105 General Sales Tax Exemption St. (Please check No or Yes below.)	atus?

SET-UP TIME(S) From: 12 ym To: 1 ym From: 3 ym EXPECTED NUMBER OF PARTICIPANTS: If the event is reoccurring, please submit the past number of participants below. 2023 NUMBER OF PARTICIPANTS: 2022 NUMBER OF PART PREVIOUS YEAR DATE/LOCATION: Has this event been previously held? (Please check No or Yes below.) NO 14 yes Event Name: Cultural in of 1 if ym Location: 7th deliciting from the Grace EVENT DESCRIPTION Please check what type of event this is (Check all that apply) and write a brief description of your event. Art Fair/Festivel Public Relly/March Concert/Performance Bike Ride Brief Description of Event: Family Community block I if a fet our loved one who passed, field	r varying times.
If the event is reoccurring, please submit the past number of participants below. 2023 NUMBER OF PARTICIPANTS: 2022 NUMBER OF PART PREVIOUS YEAR DATE/LOCATION: Has this event been previously held? (Please check No or Yes below.) No Pres Event Name: Clibration of life Spont Cleveland throu 7th 4 Gaz EVENT DESCRIPTION Please check what type of event this is (Check all that apply) and write a brief description of your event, please describe: Art Fair/Festival Public Rally/March Concentration Bike Ride Brief Description	
If the event is reoccurring, please submit the past number of participants below. 2023 NUMBER OF PARTICIPANTS: 2022 NUMBER OF PART PREVIOUS YEAR DATE/LOCATION: Has this event been previously held? (Please check No or Yes below.) No Pes Event Name: Culturation of Infl. Spont Concern Part Location: The Clevitant through the Grant EVENT DESCRIPTION Please check what type of event this is (Check all that apply) and write a brief description of your event, please describe: Art Fair Eastivel Public Relly/March Concern/Performance Bike Ride Brief Description as with the past number of participants below. 2022 NUMBER OF PART 2023 NUMBER OF PART 2	To: 9 ym
2022 NUMBER OF PARTICIPANTS: PREVIOUS YEAR DATE/LOCATION: Has this event been previously held? (Please check No or Yes below.) No Yes Event Name: Culturation of life Sport Location: 7th delevit and throu 7th degree 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 Relly/March Concert/Performance Bike Ride Service	42 March 10 Cold State (1982)
PREVIOUS YEAR DATE/LOCATION: Has this event been previously held? (Please check No or Yes below.) No Yes Event Name: Colibration of life Sport Location: 7th 4 Cleveland throu 7th 4 Gaze EVENT DESCRIPTION Please check what type of event this is (Check all that apply) and write a brief description of your event, please describe: Walk/Run	
(Please check No or Yes below.) No Yes Event Name: Cultivistion of life Sport	CIPANTS:
Walk/Run Cultural Event Other event, please describe: Art Fair/Festival Public Rally/March Concert/Performance Bike Ride Service	field Date: June 27, 2024
Art Fair/Festival Public Rally/March Concert/Performance Blike Ride Service	ent.
Brief Description or Event: Family Community block	
	party to alchorte the
life of our loud one who passed. Field	day, food, games for
Community	W1 = 27° 11 A = = 1 .

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." Additional of Elkhart. For information regarding City of Elkhart Permits, please ca	nally, certain event features, such as street closures and separate permits from the Ci call 574-294-5471 ext. 1055 or e-mail Nancy.Wilson@coei.org
FOOD AND ALCOHOLIC BEVERAGES: No Food or Alcoholic 8	c 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 bev (Please check the appropriate response.)	everages? No Yes, to the participants only Yes, to the general public
Are you requesting permission to serve and/or sample alcoholic bevera Please check the appropriate response.)	erages? No Yes, to the participants only Yes, to the general public
If applicable Name of Caterer/Vendor:	
IF YES, please describe:	
information may be attached. All tents and/or canopies must be indicated 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: (If you have multipine following is required for tents over 400 square feet (20 ft. X 20 ft.): Require instillities must be marked. Call 811 for Utilities to mark the tent area. Permits are reacond Street, Elkhart-574-296-9331	of tents and/or canopies, along with the sizes of each. A separate sheet with this ated on the Site Map. The Permittee is responsible for any damage caused to n.
Additional Documentation Required: If you checked "Yes" above, plead Document with this information may be attached. All tents and/or care	
	y/"EPRB" service roads for delivery of equipment, supplies, or catering/vending?
Are you requesting permission to retain vehicles on-site for the duration	ion of the event?
No ☐ Yes → Number of Vehicles:	
└ >	
venicle 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/plat (Please check No or Yes below.) NO STAGES ARE PROVIDED OR AVAILABLE FROM THE CITY OF ELKHART OR ITS DEPART	forms.
*May require additional insurance.	MENTS.
No Yes Number of Stage(s):	
	y - no extended to
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/platf	orms on the Site Map.
PORTABLE TOILETS	
(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with	n 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 portable toilets must be removed that following Monday). The location must be approved by the City/"EPRB."	a Saturday or a Sunday,
ADA-compliant toilets are required for Public Gatherings.	
No Yes Number of Portable Toilets:AND Number of Accessible ADA	Dortoble Tellater
No lifes Number of Portable Tollets. AND Number of Accessible ADA	Portable Follets:
Company/Description(s):	
Additional Documentation Required. If you checked "Yes" above, please clearly indicate the number of portable toil	lets on the Site Map
FENCING	and the action of the state
Will the event include the installation of event fencing by the Permittee? The location of the fencing must be approved (Please check No or Yes below.)	by the "BOW"/"EPRB."
No Yes Description:	
May require a call to 811 for location marking of Utilities. Buildings and Grounds must also approve to make sure specified as the second seco	prinkler 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 L 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 the site map. A separate meeting may be required with the Emergency Management Personnel.	

FIRE DEPARTM	ENT	
EMERGENCY MEDIC No Yes — Time(s) Reques	→	ED: Please indicate what services you are requesting. Mark all that are requested:
Ambulance(s) Medic Kubota FireTruck First Aid Station	Number Requested	Event. Please include any special requests.
Additional Informatio	n May Be Required.	
BUILDINGS ANI		
	g are available for a fee. Mark all th	
_	mber of Sections Requestedmber of Feet Requested	Other
	ES	tion of the waste receptacles must be approved by the "BOW"/"EPRB."
No Yes	→	
Will the event require Build (Please check No or Yes belov		r other equipment? If Yes, please list below.
No No Yes	→	
	n Required: If you checked "Yes" at	above, please clearly indicate the number of fencing on the site map.
PARKS DEPAR	MENT	
EQUIPMENT REQUE	:STED:	
No Yes		

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.
potential following
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 are A Garfield
Street Closed From: 7th & Cleveland are To: 7th & Garfield
Street Closed From: To: To:
Street Closed From:
Street Closed From:To:
Street Closed From:To:
Street Closed From:To:
Street Closed From:
OTHER STRUCTURES HOUSE IS right there, Safety for hid
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.

2024 City of Board of Works and Park and Recreation Board - - - 6

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 wi person is identified as the <u>primary contact</u> and mu	I be identified as the point of contact for all communications regarding the event. This
person is identified as the primary contact and the	st be present during the event.
Contact full name (first/last name): P	yah taylor /Ethel Walls
Contact cell number (area code plus number):	(374) 320-1319

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
0	No.
Plaza S	ign:
	_ Yes
	No
Sign Info	ormation:
Bridge E	
Driage E	
	Yes
	No
Please i	ndicate location:
ᆜ	Bridge Banner- North Main Street- Memorial Bridge
Ш	Bridge Banner – Johnson Street
NOIS	E ORDINANCE
Will the	e event require an exception to noise by the Permittee?
	check No or Yes below.)
(1 10030	
	No Dyes -> Reason: Large group, talking, music at law leve
Parade a	and Special Exception to Noise Ordinance:
	Yes
	No
Dublio A	
	ssembly 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)
	Friends and neighbors are whomy as they have joined is
	in celebrating each year so far
Wh	at measures will be taken to mitigate the impact of the Noise exception on surrounding persons (required)
	We have welcomed them to join us in celebrating and
	Continue to make our noise and clean up will be
	Ulley Vark / street blocked off.
	Ully Vark / strut blocked off.

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

Have	you?					
Ī.	Signed and dated your application?					
0	Attached your event site map? (and route map if a run/walk event)					
9	Designated the onsite Emergency Contact Person?					
	Provided all documents and information as requested	throughout the application? ST-105, 501 (c) (3), etc.				
0	Certificate of Insurance listing the City of Elkhart as a	Certificate Holder				
	Tent Permit, if applicable					
	,	· M • 2 ,				
Certif	icates of Insurance should include the following under ac	ditionally insured:				
Elkhaı 1320	City of Elkhart rt Park Board for and on behalf of Parks & Recreation Benham Avenue rt, IN 46516	Civil City of Elkhart 229 South Second Street Elkhart, IN 46516				
Subm	it your completed application to:					
	For Parks:	For Board of Works:				
City	of Elkhart Parks & Recreation Board	City of Elkhart Board of Public Works				
Use	& Event Permitting	Use & Event Permitting				
229	South 2 nd Street	229 South 2nd Street				
Elkha	art, IN 46516	Elkhart, IN 46516				
Phor	Phone (574) 294-5471 ext. 1055					
Ema	il:elkhartcityparkspermits@coei.org	Email:Nancy.Wilson@coei.org				

INDEMNIFICATION, WAIVER AND RELEASE

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

APPLICANT SIGNATURE

President or Secretary

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.

Ethal Walls	Ethel	(Wells			
PRINTED NAME OF APPLICANT	SIGNATURE OF APPLICANT				
	trad i	3/21/24 DATE			
post les done fil	Date				
WITNESSED: Clerk of the Board of Works		Piritab Ar Asim-1			
APPROVED: BOARD OF PUBLIC WORKS					
President	Date				
RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)					
	Date				



ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

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

Date Received:	WOTLAND PROTECTION				
INSTRUCTIONS: Please carefully read the "Event Procedures & Guidelines" sections before c Incomplete applications and/or applications without the required application	ompleting this application. fee will not be processed.				
EVENT NAME: Shuft Mamarial Hudropowl LOCATION/VENUE REQUESTED Handun Pond	DATE(S) REQUESTED Aug 24 2004				
LOCATION/VENUE 2ND CHOICE REQUESTED					
OFFICE USE: DATE/VENUE AVAILABLE No Yes					
APPLICANT INFORMATION	en mantanamente et al al ancienta ancienta ancienta de la companione de la companione de la companione de la c				
NAME OF APPLICANT NAME OF PERMITTEE Free Enlewises					
PRODUCTION COMPANY/ORGANIZATION	1, E				
STREET ADDRESS	APT/UNIT/SUITE				
Strefat W ADL 100	STATE ZIP CODE 1N 4657-6				
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)	on?				
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 frozou are organizing this event.	om the organization (on their official Letterhead) on whose behalf				
Is the sponsoring organization a 501(c) (3)? (Please check No or Yes below.)					
No Yes Please attach current verification of 501(c) (3) status					
Does the sponsoring organization have an ST-105 General Sales Tax Exemption Status? (Please check No or Yes below.)					
No Yes——— Please attach current verification of ST-105 status	FEDERAL TAX ID # 35 - 1/0 % 3 81				

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TA	AKE DOWN)
	Finish Time: Julie if your event includes multiple days and/or varying times.
SET-UP TIME(S) From: 9 To: 5	TEAR-DOWN From: 5 To: 6 24-44
EXPECTED NUMBER OF PARTICIPANTS:	
f 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 bee	en previously held?
(Please check No or Yes below.) No Yes Event Name:	m 0 99 to 17
No Yes Event Name:	ml 99 to 12 din Park Date:
EVENT DESCRIPTION	
Please check what type of event this is (Check all that ap	pply) and write a brief description of your event.
Walk/Run Cultural Event	pply) and write a brief description of your event. Other event, please describe:
Walk/Run ☐ Cultural Event ☐ Art Fair/Festival ☐ Public Rally/March	the control of the co
Walk/Run ☐ Cultural Event ☐ Art Fair/Festival ☐ Public Rally/March	the control of the co
Walk/Run Cultural Event Art Fair/Festival Public Rally/March Concert/Performance Bike Ride	the control of the co
Walk/Run Cultural Event Art Fair/Festival Public Rally/March Concert/Performance Bike Ride	the control of the co
Walk/Run Cultural Event Art Fair/Festival Public Rally/March Concert/Performance Bike Ride Service	Other event, please describe:
Walk/Run Cultural Event Art Fair/Festival Public Rally/March Concert/Performance Bike Ride Service	Other event, please describe:
Walk/Run Cultural Event Art Fair/Festival Public Rally/March Concert/Performance Bike Ride Service	Other event, please describe:
Walk/Run Cultural Event Art Fair/Festival Public Rally/March Concert/Performance Bike Ride Service	Other event, please describe:

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

Additional Documentation Required: If you should "Ves" above places already indicate the number of paragraph and ubocated	Total Cost \$
\$25.00 Event Personnel each per event	-
S50.00 Minimum of two Event Personnel	
Number of Emergency Management Staff Requested	
No Yes - but and the	
(Please check No or Yes below.)	Supplied
Will the event require Emergency Support Services? PFA Winited Control	1
EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control	
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.
No Yes Description:	
Will the event include the installation of event fencing by the Permittee? The location of the fencing must be approved by the (Please check No or Yes below.)	"BOW"/"EPRB."
FENCING	
Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of portable toilets on	the Site Map
The second of th	
No Yes Number of Portable Toilets:AND Number of Accessible ADA Portab	le Toilets:
ADA-compliant toilets are required for Public Gatherings. Multiple ADA-compliant toilets are required for Public Gatherings.	
attached. All portable toilets must be removed from City/"EPRB" property within 48 hours of event (if the event is on a Satu portable toilets must be removed that following Monday). The location must be approved by the City/"EPRB."	rday or a Sunday,
(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this in	
PORTABLE TOILETS	
Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of stages/platforms or	n the Site Map.
Stage Specs will be required.	
Address: Street, City, State, Zip	
Stage Owner Phone Number:	distriction of the second
Stage Description(s):	
No ☐ Yes → Number of Stage(s):	ALIONO SALE CUIA CON
*May require additional insurance.	
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	
(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this info	ormation may be attached.
STAGES/PLATFORMS	

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.

EVENT LOGISTIC	OS			
	ct to the approval of the "EPRB." Additional	- The state of the		•
of Elkhart. For information re	egarding City of Elkhart Permits, please ca	ll 574-294-5471 e	ext. 1055 or e-mail Nancy.Wilso	on@coei.org
FOOD AND ALCOHOL	LIC BEVERAGES: No Food or Alcoholic E	Severages may be s	old on Park Property without a Perr	nit
Are you requesting permission (Please check the appropriate re	on to serve and/or sample food?	No	Yes, to the participants on	Yes, to the general public
Are you requesting permission (Please check the appropriate re	on to serve and/or sample non-alcoholic bev esponse.)	verages? No	Yes, to the participants on	Yes, to the general public
Are you requesting permission (Please check the appropriate re	on to serve and/or sample alcoholic bevera esponse.)	ages? No	Yes, to the participants on	Yes, to the general public
If applicable>	Name of Caterer/Vendor:			
IF YES, please describe:				
	d. If you checked "Yes" above, a Short Term Per		the Elkhart County Health Departm	ent. Call
574-523-2283. Indicate location	n where food/beverages will be served on the Si	te Map.		
				of rein
	(If you have multipl over 400 square feet (20 ft. X 20 ft.): Require ins for Utilities to mark the tent area. Permits are re	spections by the Elk		Indiana Fire Code 3103.2
	Required: If you checked "Yes" above, plea tion may be attached. All tents and/or can			onding size.
VEHICLES	on to operate staff/supply vehicles on City/	"EDDD" coolies s	ande for delivery of agriculant	eunnline or entering/wooding?
			,	
	➤ Number of Vehicles:	1 Denere	t often	ulse nous
	on to retain vehicles on-site for the duration	/		The state of the s
_/				
INO LI res	Number of Vehicles:			
L	>			
	Vehicle Description(s):			

FIRE DEPART	TMENT
EMERGENCY ME	DICAL SERVICES REQUESTED: Please indicate what services you are requesting. Mark all that are requested:
Time(s) Req	
Ambulance(s)	Number Requested
Medic Kubota FireTruck	
First Aid Station	
ase indicate your reason	n that a Fire Truck may be needed at your Event. Please include any special requests.
Additional Inform	ation May Be Required.
DI III DINGS A	ND CDOUNDS
BUILDINGS A	ND GROUNDS
ENCING: The follo	wing are available for a fee. Mark all that are requested:
☐ Event Fencing	Number of Sections Requested Other
☐ Snow Fencing	Number of Feet Requested Other
dditional fees may a	pply.
VASTE RECEPTA	
	dditional waste receptacles? The location of the waste receptacles must be approved by the "BOW"/"EPRB." elow.) Additional fees may apply.
\d	
No Yes	
fill the event require B	uildings & Grounds to set up or deliver other equipment? If Yes, please list below.
\ /	
No Yes	ation Required: If you checked "Yes" above, please clearly indicate the number of fencing on the site map.
Additional Documents	anon required. If you diseased Test above, please dearly indicate the number of terroing of the site map.
PARKS DEPA	RTMENT
DUIDMENT DEC	NICOTED.
OUIPMENT REQ	
No Yes	
Golf Cars	ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
☐ Risers ☐ Stage	ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
☐ Stage ☐ Trailer (tables/chairs	ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.) s) ONLY AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
A	achers and Stages are not available for public or private use.

City Departments Only may request the use of these items.

POLICE DEPARTMENT		
OLICE SERVICES: Please indicate what services you a	are requesting. Mark all that are requested	d:
No Yes>		25 C. S. C.
ase indicate why you feel Police presence may be needed at your E	event.	
		pr-Asses
		The state of the s
		10 1 2 1 min (15/18/11)
Additional Information May Be Required.		
STREET DEPARTMENT		
STREET CLOSURES: Will you be requir		
No Yes Street Closing:————————————————————————————————————		
Street Closed From:	To:	The straight of the state of
Street Closed From:		
Street Closed From:	To:	2:10479-21777
These streets should be closed from		AM/PM.
THER STRUCTURES		
fill your event include other structures not identified above? The	ne location of all other structures must be	approved by the "EPRB".
ease check No or Yes below.)		
No Yes Number of Structures:		

and all other structures on the Site Map. Ordering of all equipment must be done by the Permittee.

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EMERGENCY ACTION PLAN

PURPOSE (Required for all Applicants)

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

BASIC PLAN

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

Contact full name (first/last name):

Contact cell number (area code plus number): 574 36/ 3796

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 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.) Parade and Special Exception to Noise Ordinance: Public Assembly and Special Exception to Noise Ordinance: - 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)

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.



ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

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

Date Received:	· POST	
NSTRUCTIONS: Please carefully read the "Event Procedures & Guidelines" sections Incomplete applications and/or applications without the required app	before completing this application.	mga setrugi.
EVENT NAME: Elkhart Juneteenth Celebration	DATE(S) REQUESTED_	June 19, 2024
LOCATION/VENUE REQUESTED Roosevelt Park		
LOCATION/VENUE 2 ND CHOICE REQUESTED Elkhart Civic Plaza	29, X 117.	Literature and China Little at
OFFICE USE: DATE/VENUE AVAILABLE No Yes		Marie Carrie Callery 1 1 M
APPLICANT INFORMATION	Gentral Carry Carry Carry Carry	
NAME OF APPLICANT Antwon D Williams Sr	1 pr 1 4 m	
NAME OF PERMITTEE		
PRODUCTION COMPANY/ORGANIZATION		
Lowdmouf Entertainment		
STREET ADDRESS 806 West Lusher Ave	response in the sign of the con-	APT/UNIT/SUITE A
CITY	STATE	ZIP CODE
Elkhart	in.	465170
E-MAIL ADDRESS		Q1 = 1 = 1
DAYTIME PHONE FAX	CELL PHONE	
EVENT DAY ON-SITE CONTACT * REQUIRED DAYTIME PHONE	574-326-429	Compared to an absence or more
EVENT DAY ON-SITE CONTACT * REQUIRED DAYTIME PHONE Antwon D Williams Sr	CELL PHON	
PERMITTEE: Are you organizing this event on behalf of another org	anization?	
(Please check No or Yes Below)		
No Yes——— Name of Organization:	Third beaution est	shippov shewed
NAME OF SPONSORING ORGANIZATION CONTACT	SPONSORI	ING ORG. CONTACT PHONE
ADDRESS OF SPONSORING ORGANIZATION	CITY	ZIP CODE
Additional Documentation Required: If you checked "Yes" above, please submit an endorsement you are organizing this event.	nt letter from the organization (on their offici	ial Letterhead) on whose behalf
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 (Please check No or Yes below.)	Tax Exemption Status?	
No Yes——— Please attach current verification of ST-105 status	FEDERAL TAX ID #	

01-17: 1nm	INCLUDING SETUP or TAKE D	OWN) nish Time: 8pm	
Start Time: 4pm Additional Information Require		our event includes multiple days and/	for varying times.
SET-UP TIME(S) _{From:} 12pm	_{To:} 4pm	TEAR-DOWN From: 8pm	_{To:} 9pm
EXPECTED NUMBER OF PAI	RTICIPANTS: 300 se submit the past number of par	ticinants helow	
2023 NUMBER OF PARTICIPA		2022 NUMBER OF PART	TICIPANTS: 150
(Please check No or Yes below	ATION: Has this event been prev		A THE STATE OF THE PARTY OF THE
No Yes	Event Name: Elkhart June Location: Roosevelt Park	deenin Gelebration	Date: 6-19-23
EVENT DESCRIPTION	Location.		Date
☐ Walk/Run ☐ Art Fair/Festival ☐	•	and write a brief description of your e	event.
intersection of Prairie A	rie and Indiana Ave in ve to Roys Ave. This ors and organizations	Elkhart, Indiana from 4p fa mily friendly event will f	JNE 19, 2024 at Roosevelt Park loca m - 8pm with street closures along G eature a live DJ, black owned food/ fts, live performances, crafts, guests
anadiana manife da	ince party, and more.		

2024 City of Board of Works and Park and Recreation Board - - - 2

EVENT LOGISTICS	
All event logistics are subject to the approval of the "EPRB." Additionally, of Elkhart. For information regarding City of Elkhart Permits, please call 57	certain event features, such as street closures and separate permits from the Ci 74-294-5471 ext. 1055 or e-mail Nancy.Wilson@coei.org
FOOD AND ALCOHOLIC BEVERAGES: No Food or Alcoholic Beve	erages 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 beverage (Please check the appropriate response.)	ges? 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:	
all TEMPS to a second	and the second of the second o
information may be attached. All tents and/or canopies must be indicated of 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: Depends on the tents and/or canopies: Depends on the tents and/or canopies in the tents and/or canopies in the tents of Tents/Canopies in the tents and/or canopies in the tent	nts and/or canopies, along with the sizes of each. A separate sheet with this on the Site Map. The Permittee is responsible for any damage caused to number divendors
Additional Documentation Required: If you checked "Yes" above, please i Document with this information may be attached. All tents and/or canopie	
VEHICLES Are you requesting permission to operate staff/supply vehicles on City/"EPI No Yes Number of Vehicles: Vehicle Description(s): Are you requesting permission to retain vehicles on-site for the duration of	
No ■ Yes → Number of Vehicles: 2	

STAGES/PLATFORMS	
	provide additional information as requested below. Document(s) with this information may be attached.
	es/platforms? The "BOW" must approve the location of the stages/platforms.
*May require addition	PROVIDED OR AVAILABLE FROM THE CITY OF ELKHART OR ITS DEPARTMENTS. onal insurance.
■ No Yes Number of S	stage(s):
Stage Descri	iption(s):
	Phone Number:
	Phone Number:
Address: Street, City, State, Zip	
Stage Specs will be required.	
Additional Documentation Required: If you can	hecked "Yes" above, please clearly indicate the number of stages/platforms on the Site Map.
PORTABLE TOILETS	
	e provide additional information as requested below. Document(s) with this information may be
	d from City/"EPRB" property within 48 hours of event (if the event is on a Saturday or a Sunday, ng Monday). The location must be approved by the City/"EPRB."
ADA-compliant toilets are required for Public	
No. 1 Ver Number of F	Pertoble Teileter
No Yes Number of F	Portable Toilets:AND Number of Accessible ADA Portable Toilets:
→	
Company/De	escription(s):
Additional Documentation Required: If you o	shecked "Yes" above, please clearly indicate the number of portable toilets on the Site Map
FENCING	Programme and the second of th
Will the event include the installation of event f	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:	The state of the s
May require a call to 811 for location marking	g of Utilities. Buildings and Grounds must also approve to make sure sprinkler lines are not in jeopardy.
EMERGENCY SUPPORT SER	RVICES- Motor Vehicle and Pedestrian Control
AARII Ab	
Will the event require Emergency Support Ser (Please check No or Yes below.)	vices?
■ No ☐ Yes →	
les No les	
Number of Emergency Management Staff Requested	
\$50.00 Minimum of two Event Personnel _	
\$25.00 Event Personnel each per event	and the second of the second o
	Total Cost \$
Additional Documentation Required: If you cl the site map. A separate meeting may be re	hecked "Yes" above, please clearly indicate the number of personnel and where they should be located on quired with the Emergency Management Personnel.

2024 City of Board of Works and Park and Recreation Board - - - 4

FIRE DEPARTME	NT
EMERGENCY MEDICA	AL SERVICES REQUESTED: Please indicate what services you are requesting. Mark all that are requested:
☐ No ■ Yes —	
Time(s) Requeste	
Ambulance(s) Medic Kubota FireTruck First Aid Station	Number Requested 1
	a Fire Truck may be needed at your Event. Please include any special requests.
I would like to have	the fire truck spray water over a specific area for a short period of time
Additional Information I	May Be Required.
BUILDINGS AND	GROUNDS
FENCING: The following a	are available for a fee. Mark all that are requested:
	er of Sections RequestedOther
☐ Snow Fencing Numb	er of Feet Requested Other
Additional fees may apply.	
WASTE RECEPTACLE Will the event require addition (Please check No or Yes below.)	nal waste receptacles? The location of the waste receptacles must be approved by the "BOW"/"EPRB."
No Yes	→
Will the event require Building (Please check No or Yes below.)	gs & Grounds to set up or deliver other equipment? If Yes, please list below.
No Yes	→
the contract of the contract o	Required: If you checked "Yes" above, please clearly indicate the number of fencing on the site map.
PARKS DEPART	MENT
EQUIPMENT REQUES No Yes	ETED:
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 AVAILABLEFOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.) rs 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 see	ervices you are requesting. Mark all that are requested:
No Yes ———————————————————————————————————	asketball players
Please indicate why you feel Police presence may be nee	eded at your Event.
	pall game with some kids from the community.
Additional Information May Be Required.	
STREET DEPARTMENT	
STREET CLOSURES: Will you b	be requiring closure of City streets for your event?
No Yes Street Closing:—Please mark all that may apply:	barrierd
	To:_Ross
Street Closed From:	
Street Closed From:	To:
These streets should be closed from 1	2pm AM/PM to 9pm AM/PM.
OTHER STRUCTURES	
Will your event include other structures not identified (Please check No or Yes below.)	ed above? The location of all other structures must be approved by the "EPRB".
No Yes Number of Structure	ctures:
Description(s): _	
Additional Information Required: If you checked "Ye and all other structures on the Site Map. Ordering and all other structures on the Site Map. Ordering and the structure of t	es" above, please indicate the location of all stages/platforms, portable toilets, fencing, barricades and of all equipment must be done by the Permittee.

2024 City of Board of Works and Park and Recreation Board - - - 6

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 No	
Electric:	c:	
×	Yes	
	No	
Plaza Si	Sign:	
×	Yes	
	No	
Sign Info	offormation: Elkhart Juneteenth Celebration 6-16-24 at Roosevelt Park 4-8pm	(Kmiliyil)
	Banner:	a 1881 -
П	Yes	
×	No	
-	e indicate location:	
	Bridge Banner- North Main Street- Memorial Bridge	
一	Bridge Banner – Johnson Street	
	Bridge Barrier – Johnson Street	
NOIO	OF OPPINANCE	
	SE ORDINANCE	
Will the	he event require an exception to noise by the Permittee?	
(Please	se check No or Yes below.)	
	Outdoor dj	
Parade :	No Pes Reason: Reason: and Special Exception to Noise Ordinance:	
	Yes	
一	No No	
Dublio A		
×	Assembly and Special Exception to Noise Ordinance:	
	Yes	
	No	
Special	Il Exception to Noise Ordinance:	
닏	Yes	
	No	
Persons	ns or entities affected by this special exception to the Noise Ordinance: (required)	
	The residents adjacent to Roosevelt Park	
	•	
	· 	
Wh	hat measures will be taken to mitigate the impact of the Noise exception on surrounding persons (required)	
	Neighbors will be notified of the upcoming "noise" and wheel in the event at 8:00	p.m.
	1.3.3.2.3.2 This so from our the appointing from and whool in the event at 0.00	

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	t. Th	is
	person is identified as the primary contact and must be present during the event:		

Contact full name (first/last name): Antwon D Williams Sr
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

Antwon D Williams Sr.

President or Secretary

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

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

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

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

PRINTED NAME OF APPLICANT	SIGNATURE OF APPLICANT 3-29-24 DATE			
afrage deutstablement er dar' i , C				
E MARKETO AND MARK	Date	0-8 TB - 11		
WITNESSED: Clerk of the Board of Works				
APPROVED: BOARD OF PUBLIC WORKS				
	Date			
President				
RATIFIED: BOARD OF PARKS AND RECREATION (if ap	plicable)			

Date



ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

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

Date Received:			
NSTRUCTIONS: Please carefully read the "Event Procedure Incomplete applications and/or application			
EVENT NAME:		_DATE(S) REQUESTE <u>D</u>	
LOCATION/VENUE REQUESTED			
LOCATION/VENUE 2 ND CHOICE REQUESTED			
OFFICE USE: DATE/VENUE AVAILABLE No	Yes		
APPLICANT INFORMATION			
NAME OF APPLICANT			
NAME OF PERMITTEE			
PRODUCTION COMPANY/ORGANIZATION			
STREET ADDRESS			APT/UNIT/SUITE
CITY		STATE	ZIP CODE
E-MAIL ADDRESS		I	
DAYTIME PHONE FAX		CELL PHONE	
EVENT DAY ON-SITE CONTACT * REQUIRED	DAYTIME PHONE	CELL PHONE	
PERMITTEE: Are you organizing this event on (Please check No or Yes Below)	behalf of another organization	?	
No Yes Name of Organization:			
NAME OF SPONSORING ORGANIZATION CONTACT		SPONSORING	GORG. CONTACT PHONE
ADDRESS OF SPONSORING ORGANIZATION	CITY		ZIP CODE
Additional Documentation Required: If you checked "Yes" above, you are organizing this event.	please submit an endorsement letter from t	he organization (on their official L	etterhead) on whose behalf
Is the sponsoring organization a 501(c) (3)? (Please check No or Yes below.)			
☐ No ☐ Yes → Please attach current veri	fication of 501(c) (3) status		
Does the sponsoring organization have an ST (Please check No or Yes below.)	T-105 General Sales Tax Exem	nption Status?	
No ☐ Yes → Please attach current veri	fication of ST-105 status	FEDERAL TAX ID #	

EVENT INFOR	RMATION					
ACTUAL EVENT TIMES (NOT INCLUDING SETUR	or TAKE DOWN	l)			
Start Time:	Start Time: Finish Time:					
Additional Information R	equired: Please attach a	schedule if your e	event includes multiple	e days and/or varying	times.	
SET-UP TIME(S)			TEAR-DOWN			
From:	To:		From:		To:	
EXPECTED NUMBER OF	PARTICIPANTS:					
If the event is reoccurring,	places submit the post pu	mbor of participa	ento bolow			
		inber of participa				
2023 NUMBER OF PARTICIPANTS:			2022 NUMBE	R OF PARTICIPANT	S:	
PREVIOUS YEAR DATE/ (Please check No or Yes		nt been previousl	y held?			
□No □Yes —	Event Name:					
	Location:			-	Date:	
EVENT DESCRIPTION	ON					
Please check what type o	f event this is (Check all t	hat apply) and w	rite a brief description	on of your event.		
☐ Walk/Run	Cultural Event	Other ev	rent, please describe:			
☐ Art Fair/Festival	Public Rally/March					
Concert/Performance	Bike Ride					
Service						
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.

All event logistics are subject to the approval of the "EPRB." Additi	ionally, certain event features, such as street closures and separate permits from the C
of Elkhart. For information regarding City of Elkhart Permits, pleas	e call 574-294-5471 ext. 1055 or e-mail Nancy.Wilson@coei.org
FOOD AND ALCOHOLIC BEVERAGES: No Food or Alcoh	oolic 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 (Please check the appropriate response.)	beverages? No Yes, to the participants only Yes, to the general public
Are you requesting permission to serve and/or sample alcoholic be (Please check the appropriate response.)	everages? 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	he Site Map.
	er of tents and/or canopies, along with the sizes of each. A separate sheet with this dicated on the Site Map. The Permittee is responsible for any damage caused to
information may be attached. All tents and/or canopies must be ind City/Park property/facility and must consult "BOW" prior to installat Building and Zoning Clearance Required. Will your event feature tents and/or canopies?	dicated on the Site Map. The Permittee is responsible for any damage caused to
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STAGES/PLATFORMS	
	v) If yes, please provide additional information as requested below. Document(s) with this information may be attached.
	allation of stages/platforms? The "BOW" must approve the location of the stages/platforms.
•	IO STAGES ARE PROVIDED OR AVAILABLE FROM THE CITY OF ELKHART OR ITS DEPARTMENTS.
*N	May require additional insurance.
	Number of Ctaga(a)
□ No □ Yes →	Number of Stage(s):
L	
	Stage Description(s):
Ctana Owner	Phone Number:
Stage Owner	Priorie Number.
Address: Street, City, Stat	te, Zip
Stage Specs will be require	red.
Additional Documentation Po	equired: If you checked "Yes" above, please clearly indicate the number of stages/platforms on the Site Map.
Additional Documentation Re	quired. If you checked feel above, please clearly indicate the number of stages/platforms on the Site Map.
PORTABLE TOILETS	
	w) If yes, please provide additional information as requested below. Document(s) with this information may be
	nust be removed from City/"EPRB" property within 48 hours of event (if the event is on a Saturday or a Sunday,
•	ved that following Monday). The location must be approved by the City/"EPRB."
ADA-compliant toilets are requ	S Comment of the comm
□ No □ Yes →	Number of Portable Toilets:AND
L	_
	Company/Description(s):
Additional Desumentation De	
Additional Documentation Re	equired: If you checked "Yes" above, please clearly indicate the number of portable toilets on the Site Map
FENCING	
	lation 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.
7 1	3 2 3 7 7
EMERGENCY SUPP	PORT SERVICES- Motor Vehicle and Pedestrian Control
Will the event require Emergen	av Support Sonigon?
	cy Support Services?
	cy Support Services?
	x Support Services?
Please check No or Yes below.) No Yes	→
Please check No or Yes below.) No Yes	→
Number of Emergency Management Sta	→
Please check No or Yes below.) No Yes Number of Emergency Management Sta	Iff Requested Event Personnel

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:
<u> </u>
Ambulance(s) Number Requested
☐ Medic Kubota ☐ Star Tauk
Please indicate your reason that a Fire Truck may be needed at your Event. Please include any special requests.
Additional Information May Be Required.
Additional information way 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	re requesting. Mark all that are requested:
□ No □ Yes ───	
Please indicate why you feel Police presence may be needed at your Ex	vent.
Additional Information May Be Required.	
Additional information may be required.	
STREET DEPARTMENT	
STREET CLOSURES: Will you be requiri	ing closure of City streets for your event?
No Yes Street Closing:————————————————————————————————————	
Street Closed From:	To:
	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? Th (Please check No or Yes below.)	ne location of all other structures must be approved by the "EPRB".
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 Sig	n:
	Yes
	No
Sign Infor	mation:
Bridge Ba	anner:
	Yes
	No
Please in	dicate location:
	Bridge Banner- North Main Street- Memorial Bridge
<u>Ц</u>	Bridge Banner – Johnson Street
NOISE	ORDINANCE
Will the	event require an exception to noise by the Permittee?
	heck No or Yes below.)
	No Yes Reason:
	NO 163 Neason.
Parade a	nd Special Exception to Noise Ordinance:
	Yes
	No No
	sembly and Special Exception to Noise Ordinance:
	Yes
	No No
Special E	xception to Noise Ordinance:
\equiv	Yes
Ш	No
D	
Persons o	or entities affected by this special exception to the Noise Ordinance: (required)
\//ha	t measures will be taken to mitigate the impact of the Naise exception on ourselveding nersons (required)
vvna	t 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

he 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 <u>primary contact</u> 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.

Have you? Signed and dated your application? Attached your event site map? (and route map if a run/walk event) Designated the onsite Emergency Contact Person? Provided all documents and information as requested throughout the application? ST-105, 501 (c) (3), Certificate of Insurance listing the City of Elkhart as a Certificate Holder Tent Permit, if applicable	followi	ng steps have been completed:						
Attached your event site map? (and route map if a run/walk event) Designated the onsite Emergency Contact Person? Provided all documents and information as requested throughout the application? ST-105, 501 (c) (3), Certificate of Insurance listing the City of Elkhart as a Certificate Holder Tent Permit, if applicable Certificates of Insurance should include the following under additionally insured: Civil City of Elkhart Elkhart Park Board for and on behalf of Parks & Recreation 1320 Benham Avenue Elkhart, IN 46516 Submit your completed application to: For Parks: For Board of Works: City of Elkhart Board of Public Works Use & Event Permitting Use & Event Permitting 229 South 2nd Street Elkhart, IN 46516 Phone (574) 295-7275 Phone (574) 294-5471 ext. 1055	Have yo	ou?						
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Elkhart, IN 46516 Elkhart, IN 46516 Phone (574) 295-7275 Phone (574) 294-5471 ext. 1055	Use &	Event Permitting	Use & Event Permitting					
Phone (574) 295-7275 Phone (574) 294-5471 ext. 1055	229 S	outh 2 nd Street	229 South 2nd Street					
	Elkhar	t, IN 46516	Elkhart, IN 46516					
Email:elkhartcityparkspermits@coei.org Email:Nancy.Wilson@coei.org	Phone	e (574) 295-7275	Phone (574) 294-5471 ext. 1055					
	Email	elkhartcityparkspermits@coei.org	Email:Nancy.Wilson@coei.org					

Thank you for completing your Special Use Permit Application. Before you submit your application, please make sure that the

INDEMNIFICATION, WAIVER AND RELEASE

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

APPLICANT SIGNATURE

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

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

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

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

PRINTED NAME OF APPLICANT	SIGNATURE OF APPLICANT
	DATE
WITNESSED: Clerk of the Board of Works	Date
APPROVED: BOARD OF PUBLIC WORKS	
President	Date
RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)	
President or Secretary	Date



ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

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

Date Received: _				
INSTRUCTIONS: Please carefully read the "Event Proc Incomplete applications and/or applic				
EVENT NAME:		DA	TE(S) REQUESTED	
LOCATION/VENUE REQUESTED				
LOCATION/VENUE 2 ND CHOICE REQUESTED				
OFFICE USE: DATE/VENUE AVAILABLE	lo Yes			
APPLICANT INFORMATION				
NAME OF APPLICANT				
NAME OF PERMITTEE				
PRODUCTION COMPANY/ORGANIZATION				
STREET ADDRESS				APT/UNIT/SUITE
CITY			STATE	ZIP CODE
E-MAIL ADDRESS				
DAYTIME PHONE	FAX		CELL PHONE	
EVENT DAY ON-SITE CONTACT * REQUIRED	DAYTIM	E PHONE	CELL PHONE	
PERMITTEE: Are you organizing this event (Please check No or Yes Below) No Yes——— Name of Organization		ther organization?		
NAME OF SPONSORING ORGANIZATION CONT			SPONSORING OF	RG. CONTACT PHONE
ADDRESS OF SPONSORING ORGANIZATION CITY ZIP CODE				
Additional Documentation Required: If you checked "Yes" a you are organizing this event.	bove, please submit an e	endorsement letter from the o	organization (on their official Lette	erhead) on whose behalf
Is the sponsoring organization a 501(c) (Rease check No or Yes below.)	3)?			
No Yes——— Please attach currer	nt verification of 501(c) (3) status		
Does the sponsoring organization have an (Please check No or Yes below.)	n ST-105 General	Sales Tax Exemption	on Status?	
No Yes——— Please attach current verification of ST-105 status FEDERAL TAX ID #				

EVENT INFOR	RMATION					
ACTUAL EVENT TIMES (NOT INCLUDING SETUF	or TAKE DOW	N)			
Start Time: Finish Time:						
Additional Information Re	equired: Please attach a s	chedule if your	event includes multiple	e days and/or varying	g times.	
SET-UP TIME(S)			TEAR-DOWN			
From:	To:		From:		То:	
EXPECTED NUMBER OF	PARTICIPANTS:					
If the event is reoccurring,	please submit the past nu	mber of participa	ants below.			
2023 NUMBER OF PARTI	CIPANTS:		2022 NUMBE	R OF PARTICIPANT	¯S:	
PREVIOUS YEAR DATE/ (Please check No or Yes I	Delow.) Event Name:				Date:	
Location: Date: EVENT DESCRIPTION						
Please check what type o	f event this is (Check all t	hat apply) and v	vrite a brief description	on of your event.		
☐ Walk/Run	Cultural Event		vent, please describe:	,		
Art Fair/Festival	Public Rally/March	_				
Concert/Performance	☐ Bike Ride					
Service						
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.

All event logistics are subject to the approval of the "EPRB." Additio	onally, certain event features, such as street closures and separate permits from the C
of Elkhart. For information regarding City of Elkhart Permits, please	e call 574-294-5471 ext. 1055 or e-mail Nancy.Wilson@coei.org
FOOD AND ALCOHOLIC BEVERAGES: No Food or Alcoho	olic 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 (Please check the appropriate response.)	beverages? No Yes, to the participants only Yes, to the general public
Are you requesting permission to serve and/or sample alcoholic beverease check the appropriate response.)	verages? 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 I	Permit is required from the Elkhart County Health Department. Call
574-523-2283. Indicate location where food/beverages will be served on the	
f you plan to erect tents or canopies, describe and give the numbe nformation may be attached. All tents and/or canopies must be indi	er of tents and/or canopies, along with the sizes of each. A separate sheet with this icated on the Site Map. The Permittee is responsible for any damage caused to
If you plan to erect tents or canopies, describe and give the numbe information may be attached. All tents and/or canopies must be indi City/Park property/facility and must consult "BOW" prior to installation Building and Zoning Clearance Required. Will your event feature tents and/or canopies?	icated on the Site Map. The Permittee is responsible for any damage caused to
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STAGES/PLATFORMS	
(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this informat	tion 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	
Stage Description(s):	
Stage Owner Phone Number:	
Address: Street, City, State, Zip	
Address. Street, Sity, 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.
	·
PORTARI E TOU ETO	
PORTABLE TOILETS (Please shock No or Yea helps) If year please provide additional information as requested helps. Peasement(a) with this information as requested helps.	action may be
(Please check No or Yes below) If yes, please provide additional information as requested below. Document(s) with this inform attached. All portable toilets must be removed from City/"EPRB" property within 48 hours of event (if the event is on a Saturday	
portable toilets must be removed that following Monday). The location must be approved by the City/"EPRB."	or a carrady,
ADA-compliant toilets are required for Public Gatherings.	
	71.
No Yes Number of Portable Toilets: AND Number of Accessible ADA Portable To	ollets:
Company/Description(s):	
Additional Documentation Required: If you checked "Yes" above, please clearly indicate the number of portable toilets on the S	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 "BO	W"/"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 line	s are not in jeopardy.
EMERGENCY SUPPORT SERVICES- Motor Vehicle and Pedestrian Control	
LIVILING I SUFFURI SLAVICES- Motor Venicle and Pedestrian Control	
Will the event require Emergency Support Services?	
(Please check No or Yes below.)	
□ No □ Yes →	
Number of Emergency Management Staff Requested	
\$25.00 Event Personnel each per event	Tatal Cast C
	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:
<u> </u>
Ambulance(s) Number Requested
☐ Medic Kubota ☐ Star Tauk
Please indicate your reason that a Fire Truck may be needed at your Event. Please include any special requests.
Additional Information May Be Required.
Additional information way 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	re requesting. Mark all that are requested:
□ No □ Yes ───	
Please indicate why you feel Police presence may be needed at your Ex	vent.
Additional Information May Be Required.	
Additional information may be required.	
STREET DEPARTMENT	
STREET CLOSURES: Will you be requiri	ing closure of City streets for your event?
No Yes Street Closing:————————————————————————————————————	
Street Closed From:	To:
	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? Th (Please check No or Yes below.)	ne location of all other structures must be approved by the "EPRB".
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 Sig	n:
	Yes
	No
Sign Infor	mation:
Bridge Ba	anner:
	Yes
	No
Please in	dicate location:
	Bridge Banner- North Main Street- Memorial Bridge
<u>Ц</u>	Bridge Banner – Johnson Street
NOISE	ORDINANCE
Will the	event require an exception to noise by the Permittee?
	heck No or Yes below.)
	No Yes Reason:
	NO 163 Neason.
Parade a	nd Special Exception to Noise Ordinance:
	Yes
	No No
	sembly and Special Exception to Noise Ordinance:
	Yes
	No No
Special E	xception to Noise Ordinance:
\equiv	Yes
Ш	No
D	
Persons o	or entities affected by this special exception to the Noise Ordinance: (required)
\//ha	t measures will be taken to mitigate the impact of the Naice exception on ourselveding nersons (required)
vvna	t 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

he 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 <u>primary contact</u> 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.

Have you? Signed and dated your application? Attached your event site map? (and route map if a run/walk event) Designated the onsite Emergency Contact Person? Provided all documents and information as requested throughout the application? ST-105, 501 (c) (3), Certificate of Insurance listing the City of Elkhart as a Certificate Holder Tent Permit, if applicable	followi	ng steps have been completed:					
Attached your event site map? (and route map if a run/walk event) Designated the onsite Emergency Contact Person? Provided all documents and information as requested throughout the application? ST-105, 501 (c) (3), Certificate of Insurance listing the City of Elkhart as a Certificate Holder Tent Permit, if applicable Certificates of Insurance should include the following under additionally insured: Civil City of Elkhart Elkhart Park Board for and on behalf of Parks & Recreation 1320 Benham Avenue Elkhart, IN 46516 Submit your completed application to: For Parks: For Board of Works: City of Elkhart Board of Public Works Use & Event Permitting Use & Event Permitting 229 South 2nd Street Elkhart, IN 46516 Phone (574) 295-7275 Phone (574) 294-5471 ext. 1055	Have yo	ou?					
Designated the onsite Emergency Contact Person? Provided all documents and information as requested throughout the application? ST-105, 501 (c) (3), Certificate of Insurance listing the City of Elkhart as a Certificate Holder Tent Permit, if applicable Certificates of Insurance should include the following under additionally insured: Civil City of Elkhart Elkhart Park Board for and on behalf of Parks & Recreation 1320 Benham Avenue Elkhart, IN 46516 Submit your completed application to: For Parks: For Board of Works: City of Elkhart Board of Public Works Use & Event Permitting Use & Event Permitting 229 South 2nd Street Elkhart, IN 46516 Phone (574) 295-7275 Phone (574) 294-5471 ext. 1055		Signed and dated your application?					
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Tent Permit, if applicable Certificates of Insurance should include the following under additionally insured: Civil City of Elkhart Elkhart Park Board for and on behalf of Parks & Recreation 1320 Benham Avenue Elkhart, IN 46516 Submit your completed application to: For Parks: For Board of Works: City of Elkhart Parks & Recreation Board Use & Event Permitting Use & Event Permitting 229 South 2nd Street Elkhart, IN 46516 Phone (574) 295-7275 Phone (574) 294-5471 ext. 1055		Provided all documents and information as requested through	ghout the application? ST-105, 501 (c) (3), etc.				
Certificates of Insurance should include the following under additionally insured: Civil City of Elkhart Elkhart Park Board for and on behalf of Parks & Recreation 1320 Benham Avenue Elkhart, IN 46516 Submit your completed application to: For Parks: For Board of Works: City of Elkhart Board of Public Works Use & Event Permitting Use & Event Permitting 229 South 2nd Street Elkhart, IN 46516 Phone (574) 295-7275 Civil City of Elkhart 229 South Second Street Elkhart, IN 46516 Phone (574) 294-5471 ext. 1055		Certificate of Insurance listing the City of Elkhart as a Certifi	cate Holder				
Civil City of Elkhart Elkhart Park Board for and on behalf of Parks & Recreation 1320 Benham Avenue Elkhart, IN 46516 Submit your completed application to: For Parks: For Board of Works: City of Elkhart Parks & Recreation Board Use & Event Permitting 229 South 2nd Street Elkhart, IN 46516 Phone (574) 295-7275 Civil City of Elkhart 229 South Second Street Elkhart, IN 46516 Phone (574) 295-7275 Civil City of Elkhart 229 South Second Street Elkhart, IN 46516 Phone (574) 294-5471 ext. 1055		Tent Permit, if applicable					
Elkhart Park Board for and on behalf of Parks & Recreation 1320 Benham Avenue Elkhart, IN 46516 Submit your completed application to: For Parks: City of Elkhart Board of Works: City of Elkhart Board of Public Works Use & Event Permitting 229 South 2nd Street Elkhart, IN 46516 Phone (574) 295-7275 Civil City of Elkhart 229 South Second Street Elkhart, IN 46516 Phone (574) 294-5471 ext. 1055	Certific	ates of Insurance should include the following under addition	nally insured:				
For Parks: City of Elkhart Parks & Recreation Board City of Elkhart Board of Public Works Use & Event Permitting Use & Event Permitting 229 South 2 nd Street Elkhart, IN 46516 Phone (574) 295-7275 For Board of Works: City of Elkhart Board of Public Works Use & Event Permitting Elkhart Parks & Recreation Board City of Elkhart Board of Public Works Use & Event Permitting Elkhart Parks & Recreation Board Elkhart Parks & Recreation Board City of Elkhart Board of Public Works Use & Event Permitting Phone (574) 294-5471 ext. 1055	Elkhart 1320 B	Park Board for and on behalf of Parks & Recreation enham Avenue	229 South Second Street				
City of Elkhart Parks & Recreation Board Use & Event Permitting 229 South 2 nd Street Elkhart, IN 46516 Phone (574) 295-7275 City of Elkhart Board of Public Works Use & Event Permitting 229 South 2nd Street Elkhart, IN 46516 Phone (574) 294-5471 ext. 1055	Submit	your completed application to:					
Use & Event Permitting 229 South 2 nd Street Elkhart, IN 46516 Phone (574) 295-7275 Use & Event Permitting 229 South 2nd Street Elkhart, IN 46516 Phone (574) 294-5471 ext. 1055		For Parks:	For Board of Works:				
229 South 2nd Street 229 South 2nd Street Elkhart, IN 46516 Elkhart, IN 46516 Phone (574) 295-7275 Phone (574) 294-5471 ext. 1055	City o	f Elkhart Parks & Recreation Board	City of Elkhart Board of Public Works				
Elkhart, IN 46516 Elkhart, IN 46516 Phone (574) 295-7275 Phone (574) 294-5471 ext. 1055	Use &	Event Permitting	Use & Event Permitting				
Phone (574) 295-7275 Phone (574) 294-5471 ext. 1055	229 S	outh 2 nd Street	229 South 2nd Street				
	Elkhar	t, IN 46516	Elkhart, IN 46516				
Email:elkhartcityparkspermits@coei.org Email:Nancy.Wilson@coei.org	Phone	e (574) 295-7275	Phone (574) 294-5471 ext. 1055				
	Email	elkhartcityparkspermits@coei.org	Email:Nancy.Wilson@coei.org				

Thank you for completing your Special Use Permit Application. Before you submit your application, please make sure that the

INDEMNIFICATION, WAIVER AND RELEASE

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

APPLICANT SIGNATURE

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

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

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

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

PRINTED NAME OF APPLICANT	SIGNATURE OF APPLICANT
	DATE
WITNESSED: Clerk of the Board of Works	Date
APPROVED: BOARD OF PUBLIC WORKS	
President	Date
RATIFIED: BOARD OF PARKS AND RECREATION (if applicable)	
President or Secretary	Date



ELKHART BOARD OF WORKS 2024 USE & EVENT PERMIT APPLICATION

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

Date Received:				
NSTRUCTIONS: Please carefully read the "Event Pro Incomplete applications and/or appli				
EVENT NAME: Summer in the Park Con	cert Series	DA	TE(S) REQUESTED 7/21	, 8/18, 9/15, 2024
LOCATION/VENUE REQUESTED McNaughto	on Park Bandshe			
LOCATION/VENUE 2 ND CHOICE REQUESTED _				
OFFICE USE: DATE/VENUE AVAILABLE	No Yes			
APPLICANT INFORMATION				
NAME OF APPLICANT Sherry Krask				
NAME OF PERMITTEE	utus o set			
Elkhart Parks & Recreation Depa	rtment			
STREET ADDRESS 229 S 2nd Street				APT/UNIT/SUITE
сіту Elkhart			STATE IN	ZIP CODE 46516
E-MAIL ADDRESS			1114	40310
	les a v		losu puous	
DAYTIME PHONE 574-295-7275	FAX		CELL PHONE	
EVENT DAY ON-SITE CONTACT * REQUIRED Michael Wells	DAYTIME I	PHONE	CELL PHONE 574-350-8286	3
PERMITTEE: Are you organizing this ever	nt on behalf of anoth	er organization?		
(Please check No or Yes Below)				
NAME OF SPONSORING ORGANIZATION CON			SPONSORING C	ORG. CONTACT PHONE
TABLE OF SECTION OF SECTION SON	17.01		or ortoorting c	NO. CONTINON THORE
ADDRESS OF SPONSORING ORGANIZATION		CITY		ZIP CODE
Additional Documentation Required: If you checked "Yes" you are organizing this event.	above, please submit an end	orsement letter from the or	rganization (on their official Let	erhead) on whose behalf
Is the sponsoring organization a 501(c) (Please check No or Yes below.)	(3)?			
☐ No ☐ Yes → Please attach curre	ent verification of 501(c) (3)	status		
Does the sponsoring organization have a (Please check No or Yes below.)	an ST-105 General S	Sales Tax Exemption	on Status?	
No Yes——— Please attach curre	ent verification of ST-105 sta	itus	FEDERAL TAX ID #	
		II.		

ACTUAL EVENT TIMES (NOT I	NCLUDING SETUP o	r TAKE DOWN)		
Start Time: 3 pm		Finish Time	6 pm	
Additional Information Required	d: Please attach a sch	hedule if your event	includes multiple days and	d/or varying times.
SET-UP TIME(S)			TEAR-DOWN	
_{-rom:} 11 am	_{To:} 3 pm		From: 6 pm	_{To:} 8 pm
EXPECTED NUMBER OF PART	TICIPANTS:			
f the event is reoccurring, please	100	her of participants b	elow	
		bor or participants b	T T T T T T T T T T T T T T T T T T T	NTIQUEANTO
023 NUMBER OF PARTICIPAN	118:50-100		2022 NUMBER OF PAR	RTICIPANTS:
PREVIOUS YEAR DATE/LOCA (Please check No or Yes below.)		been previously hel	d?	
No ■Yes →	Event Name: Sun	nmer in the P	ark Concert Serie	S
	McNai	ighton Park h	ark Concert Serie pandshell	Date: 7/16,8/20,9/17 2023
	Location: IVICIVAL	agritori i ark t	andshen	Date: 1710,0/20,5/17 2025
EVENT DESCRIPTION				
Please check what type of even	t this is (Check all tha	at apply) and write a	a brief description of your	event.
Walk/Run Concert/Performance	t this is (Check all tha Cultural Event Public Rally/March Bike Ride	ot apply) and write a	3 TO 10 TO 1	event.
Art Fair/Festival F Concert/Performance E Service Brief Description of Event: Concert at the bands	Cultural Event Public Rally/March Bike Ride	Other event, pl	ease describe:	-in case of inclement weather the
Walk/Run Art Fair/Festival Concert/Performance Service Brief Description of Event: Concert at the bands	Cultural Event Public Rally/March Bike Ride	Other event, pl	ease describe:	
Walk/Run Art Fair/Festival Concert/Performance Service Brief Description of Event: Concert at the bands	Cultural Event Public Rally/March Bike Ride	Other event, pl	ease describe:	-in case of inclement weather the
Walk/Run Concert/Performance Service Walk/Run Concert/Performance Enter Description of Event: Concert at the bands	Cultural Event Public Rally/March Bike Ride	Other event, pl	ease describe:	-in case of inclement weather the
Walk/Run Art Fair/Festival Concert/Performance Service Grief Description of Event: Concert at the bands	Cultural Event Public Rally/March Bike Ride	Other event, pl	ease describe:	-in case of inclement weather the
Walk/Run Art Fair/Festival Concert/Performance Service Brief Description of Event: Concert at the bands	Cultural Event Public Rally/March Bike Ride	Other event, pl	ease describe:	-in case of inclement weather the
Walk/Run Art Fair/Festival Concert/Performance Service Brief Description of Event: Concert at the bands	Cultural Event Public Rally/March Bike Ride	Other event, pl	ease describe:	-in case of inclement weather the

2024 City of Board of Works and Park and Recreation Board - - - 2

EVENT LOGIST					SHALL SHALL SHALL			
to saw the first to the control of	oject to the approval of the "EP n regarding City of Elkhart Pen							rom the Cit
FOOD AND ALCOH	HOLIC BEVERAGES: No Fo	ood or Alcoholic Beverages	s may be so	old on Park Prope	rty without a Permit			
Are you requesting perm (Please check the appropriate	ission to serve and/or sample for eresponse.)	food?	No	Yes, to th	e participants only		Yes, to the gener	al public
Are you requesting perm (Please check the appropriat	ission to serve and/or sample n e response.)	non-alcoholic beverages?	No	Yes, to th	e participants only		Yes, to the gener	al public
Are you requesting perm (Please check the appropriat	ission to serve and/or sample a e response.)	alcoholic beverages?	■ No	Yes, to th	e participants only		Yes, to the gener	al public
If applicable	Name of Caterer/Vendor:	Various food truck vend	dors with	Elkhart County	mobile licenses			
IF YES, please describe:								
	uired: If you checked "Yes" above, a ation where food/beverages will be	The state of the s	uired from t	he Elkhart Count	Health Departmer	it. Call		
					THE RESERVE AND ADDRESS OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS	A. Contraction	The state of the last of the l	Maria and Personal Property and
		CONTRACTOR CONTRACTOR			CONTAINED CONTAINED			
If you plan to erect tents information may be attac City/Park property/facility Building and Zoning CI Will your event feature te	or canopies, describe and give hed. All tents and/or canopies i r and must consult "BOW" prior earance Required. nts and/or canopies?	must be indicated on the						
information may be attac	or canopies, describe and give hed. All tents and/or canopies i r and must consult "BOW" prior earance Required. nts and/or canopies?	must be indicated on the r to installation.						
If you plan to erect tents information may be attac City/Park property/facility Building and Zoning CI Will your event feature te	or canopies, describe and give hed. All tents and/or canopies is and must consult "BOW" prior earance Required. Ints and/or canopies? Ow.) Number of Tents/Canopies. Tent/Canopy Size(s): 11	must be indicated on the r to installation. pies: 1 0 x 10	e Site Ma	p. The Permitte	e is responsible f	or any o	damage caused	I to
If you plan to erect tents information may be attact City/Park property/facility Building and Zoning CI Will your event feature te (Please check No or Yes bel No No Yes The following is required for te tilities must be marked. Call a	or canopies, describe and give hed. All tents and/or canopies is and must consult "BOW" prior earance Required. Ints and/or canopies? Ow.) Tent/Canopy Size(s): 11 (If (If (If (If (If (If (If (If (If (If	must be indicated on the r to installation. pies: 1 0 x 10 f you have multiple tents/ca 20 ft.): Require inspections	e Site Ma	p. The Permitte n varying sizes, in hart City Fire Dep	e is responsible f	or any o	corresponding size re Code 3103.2	.)
If you plan to erect tents information may be attact City/Park property/facility Building and Zoning CI Will your event feature te (Please check No or Yes bel No Yes No Feet No or Yes bel No Feet No or Yes bel No Feet No or Yes bel No Feet No Or Yes bel No Accordance No Or Yes bel No Feet No Or Yes No Feet No Or Yes No Feet No Or Yes No Feet No Or Yes No Feet No Or Yes No Feet No Or Yes No Feet No Or Yes No Feet No Or Yes No Feet No Or Yes No	or canopies, describe and give hed. All tents and/or canopies is and must consult "BOW" prior earance Required. Ints and/or canopies? Ow.) Tent/Canopy Size(s): 11 (If (If (If (If (If (If (If (If (If (If	must be indicated on the r to installation. pies: 1 0 x 10 f you have multiple tents/ca 20 ft.): Require inspections ca. Permits are required, f	nopies with by the Elkh	n varying sizes, in hart City Fire Dep	dicate the number vartment. Refer to Ir be acquired and partition with the correspor	vith the cidiana Fi	corresponding size re Code 3103.2 the Permit Cent	.)
If you plan to erect tents information may be attact City/Park property/facility Building and Zoning CI Will your event feature te (Please check No or Yes bel No Yes No Yes bel No See No or Yes bel No or Y	or canopies, describe and give hed. All tents and/or canopies is and must consult "BOW" prior earance Required. Ints and/or canopies? Oww.) Tent/Canopy Size(s): 11 (If the consult of	must be indicated on the r to installation. pies: 1 0 x 10 f you have multiple tents/ca 20 ft.): Require inspections ca. Permits are required, f	nopies with by the Elkh	n varying sizes, in hart City Fire Dep	dicate the number vartment. Refer to Ir be acquired and partition with the correspor	vith the cidiana Fi	corresponding size re Code 3103.2 the Permit Cent	.)
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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 SE	ERVICES REQUESTED: Please indicate what services you are requesting. Mark all that are requested:
■ No □ Yes →	
Time(s) Requested:	
Ambulance(s) Medic Kubota	Number Requested
FireTruck	
First Aid Station	
Please indicate your reason that a Fire T	ruck may be needed at your Event. Please include any special requests.
Additional Information May B	e Required.
BUILDINGS AND GRO	OUNDS
BUILDINGS AND GRO	DUNDS
EENCING: The following are not	silable for a fee. Mark all that are required to
	ailable for a fee. Mark all that are requested:
	ctions Requested Other
☐ Snow Fencing Number of Fee	et Requested Other
Additional fees may apply.	
WASTE RECEPTACLES	
	ste receptacles? The location of the waste receptacles must be approved by the "BOW"/"EPRB."
(Please check No or Yes below.) Addit	onal fees may apply.
☐ No ☐ Yes →	
	rounds to set up or deliver other equipment? If Yes, please list below.
(Please check No or Yes below.)	
No Yes	turn on power to bandshell
Additional Documentation Require	ed: If you checked "Yes" above, please clearly indicate the number of fencing on the site map.
PARKS DEPARTMEN	
EQUIPMENT REQUESTED	
■ No Yes →	
_	AVAILABLE FOR OTTY OR OANIZED DIFFATORIE. Phonostic Communication
	AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.) AVAILABLE FOR CITY-ORGANIZED EVENTS (I.E., Rhapsody, Summer Chill, WinterFest, etc.)
Charles Towns and Charles Town	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 ar	nd 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 yo	ou are requesting. Mark all that are re	quested:
No Yes		
Please indicate why you feel Police presence may be needed at yo	ur Event.	
Additional Information May Be Required.		
STREET DEPARTMENT		
CTDEET OF OCCUPE C. Will you be as a	vision also we of Oits atro	ata fanoran arranto
STREET CLOSURES: Will you be requ	uiring closure of City stre	ets for your event?
No Yes Street Closing:————————————————————————————————————		
Street Closed From:	To:	
These streets should be closed from		
OTHER STRUCTURES		
Will your event include other structures not identified above' (Please check No or Yes below.)	? The location of all other structures m	ust be approved by the "EPRB".
No Yes Number of Structures:		

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 X No Plaza Sign: x Yes No Summer in the Park Concert Series at McNaughton Park bandshell - 7/21, 8/11, 9/15 Sign Information Bridge Banner: П Yes х 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.) Amplified sound No Yes 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 across the river What measures will be taken to mitigate the impact of the Noise exception on surrounding persons (required) Prior notification of and invitation to the events.

EMERGENCY ACTION PLAN

PURPOSE (Required for all Applicants)

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

BASIC PLAN

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

Contact full name (first/last name): Michael Wells

Contact cell number (area code plus number): 574-350-8286

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.

Thank you for completing your Special Use Permit Application. Before you submit your application, please make sure that the following steps have been completed:			
Have yo	ou?		
	Signed and dated your application?		
<u> </u>	Attached your event site map? (and route map if a run/walk	event)	
	Designated the onsite Emergency Contact Person?		
	Provided all documents and information as requested throug	hout the application? ST-105, 501 (c) (3), etc.	
	Certificate of Insurance listing the City of Elkhart as a Certific	ate Holder	
	Tent Permit, if applicable		
Civil Cit Elkhart 1320 B	ates of Insurance should include the following under additionary of Elkhart Park Board for and on behalf of Parks & Recreation enham Avenue , IN 46516	ally insured: Civil City of Elkhart 229 South Second Street Elkhart, IN 46516	
Submit	your completed application to:		
	For Parks:	For Board of Works:	
City o	f Elkhart Parks & Recreation Board	City of Elkhart Board of Public Works	
Use &	Event Permitting	Use & Event Permitting	
229 S	outh 2 nd Street	229 South 2nd Street	
Elkhaı	t, IN 46516	Elkhart, IN 46516	
Phone	e (574) 295-7275	Phone (574) 294-5471 ext. 1055	
Email	elkhartcityparkspermits@coei.org	Email:Nancy.Wilson@coei.org	

INDEMNIFICATION, WAIVER AND RELEASE

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

APPLICANT SIGNATURE

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

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

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

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

Sherry Krask

PRINTED NAME OF APPLICANT	SIGNATURE OF APPLICANT 03/11/2024
	DATE
WITNESSED: Clerk of the Board of Works	Date
APPROVED: BOARD OF PUBLIC WORKS	
President	Date
RATIFIED: BOARD OF PARKS AND RECREATION (if applicab	le)
President or Secretary	Date

The Honorable Rod Roberson Mayor

Jamison Czarnecki
Parks Superintendent



Parks & Recreation 1320 Benham Ave. Elkhart, IN 46516

574.295.7275 Fax: 574.522-7808

MEMO

To: Board of Elkhart Parks and Recreation

From: Jamison Czarnecki, Superintendent

Date: 3-19-24

Re: Parks Department Report

Superintendent's Update (Jamison Czarnecki)

- Riverview Softball is now open and hosted our first tournament. The USSSA tournament hosted 16 teams featuring teens from around Michiana. We estimate around 550 people attended.
 - The National Club Softball Association will come to Riverview April 27th and 28th. Come out to watch some college softball!
- DLZ has begun the process of our master plan for Pierre Moran Pool and is planned to be completed by July 31st.
 - We will host public engagement sessions in early summer surrounding this project.
- We are excited to announce that we will be opening NIBCO Water and Ice Park during the summer season for
 roller skating! Times and days are still being determined, but it will be at least weekends and a couple nights
 available to rent roller skates and enjoy outdoor rink skating. We will also have themed nights and programs as
 well.
- A few Parks Department and Elkhart Park Foundation members went to Valparaiso to tour the parks and learn
 more about their successes with their Foundation. Our Park Foundation is creating a website, rebranding, and
 creating plans to better support the department. We are grateful for their energy and support as they
 reinvigorate the 501c3 wing of our agency.

Events Report (Sherry Krask)

- We had a total of 154 entries in our QR code Easter Egg Hunt. The prize winners have been selected and contacted to come pick-up their prize.
- Our next event is our Bus Trip to Holland, MI taking place on May 11th. The bus has been officially sold out so we are now just crossing our fingers for good weather and beautiful tulips!
- We are heavily working on the 44th Annual Rhapsody Arts and Music Festival. All of our entertainment has been selected and we are working on acquiring our final few food and market vendors.

Volunteers Report (Maddy Gordon)

- Our postponed Good Deeds Day clean-up is set to take place on April 10th at Edgewater Park. There are 10 volunteers signed up prepared to do trash clean up, stick pick-up, and mulch spreading at the playground.
- We have 5 different park clean-ups coming up at the end of this month. 4 of them are with businesses and
 organizations throughout the Michiana Area. We plan to serve Riverview Park, High Dive Park, Island Park,
 Woodlawn Nature Center, and Studebaker Park.
- We have another drop-in clean-up on Earth Day, April 22nd, at Woodlawn Nature Center from 4-6PM so please spread the word about the opportunity.



Parks & Recreation 1320 Benham Ave. Elkhart, IN 46516

574.295.7275 Fax: 574.522-7808

Jamison Czarnecki Parks Superintendent

Programs and Recreation Report (Luisa Ixmatlahua)

Programs Ended Since Last Meeting:

- "Futsal," at Elkhart Health and Aquatics. We had 20 registered.
- "Volleyball," at Elkhart Health and Aquatics. We had 50 participants.
- "STEAM Camp," at Studebaker Pavilion We had 52 registered participants.
- "Basketball Camp," at Tolson Community Center. We had 54 registered.

Current Programs

- "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.
- "Line Dancing," at various pavilions for ages 18 and over from 6:30-7:30pm. The program runs on Thursdays from March 21 to April 25.
- "Photography Group," at McNaughton for ages 16 and over from 6:00 8:00pm. The program runs the first Thursday of the month from March through May.
- "Minute to Win it," at McNaughton for all ages from 5:30-6:30pm. On March 26, April 12, 29.
- "Tiny Tot Soccer Camp," at Studebaker Park for ages 2-4 from 4:00-4:45pm on April 23 & April 24.
- "Corn Hole Tournament," at Studebaker Pavilion for 16 and over from 6pm-7pm on April 2, 9, 16.
- "Nature Activity Hike," at River Green Way for all ages from 3:30-4:30pm on April 10 & 24.

Ranger Report (Ranger Nhim Danh)

March 1-31, 2024

Citations

None written.

Various Park Activities and number of people participating.

- Baseball/Softball (11), Basketball (97), Biking (47), Boating/Kayak (1), Grilling/Picnic (46), Dancing/Music (0), Dog Walking (67), Fishing (45), Frisbee/Catch (0), Football (13), Ice Skating (0), Pickleball (0), Playground (432), Scooter (8), Sitting/Parking (301), Skateboarding/Rollerblading (28), Soccer (73), Swimming/Splash Pad (0), Tennis (14), Walking/Jogging (542), Other (1). Grand Total of 1725 patrons.
- Average Temperature for March: 47 High/31 Low

Ranger Engagement

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

Events

None.

The Honorable Rod Roberson Mayor

Jamison Czarnecki Parks Superintendent



Parks & Recreation 1320 Benham Ave. Elkhart, IN 46516

574.295.7275 Fax: 574.522-7808

Damage

None.

Other

- March 3rd, 2024 While on patrol in the evening at Weston Park, Ranger Larry encountered a vehicle parked with its engine running and lights on. After attempting to get the person's attention in the car, Ranger Larry called dispatch, who sent out a unit to investigate. The person in the vehicle was intoxicated. EPD handled the situation without further incidence.
- March 27th, 2024 While on patrol at McNaughton Park, Ranger Larry was approached by a park-goer who saw a boy trying to light a large firework. Ranger Larry searched the area for the boy fitting the park-goer's description, but was unable to find the boy.

End of Report