

Muncie Park & Recreation Board Meeting

July 21, 2020

City Hall Auditorium

Call to order

Pledge of Allegiance

Roll Call

Approval of the minutes from previous Park Board Meeting

Superintendent Report - Carl Malone

Event Applications - Youth Report George Foley

Prairie Creek - Dustin Clark

**Old Business - City Council approve the purchase on two department trucks,
Peterson , Garbage and delivered on July 9, 2020**

New Business - Downtown Cannon Commons's - Cheryl Crowder

Muncie Housing Authority - Joe Anderson

Westside Park - Skate Park Proposal

We have partnered with the Downtown Y.M.C.A. to operate Tuhey Pool.

Manager Marlene Mitchell Reports

**10. Other Business - This is a call to the audience that may have items that needs
approval from the Board**

11. Action Items

12. Public input - Three minute limit - Please state your name and address

**Remember to please call the Park office to the Park Board President if you have
an item that needs to be placed on the agenda**

Next meeting July 21, 2020 6:00 p.m. City Hall Auditorium

Muncie Park & Recreation Board Meeting

July 21, 2020 6p.m.

City Hall Auditorium

- 1. CALL TO ORDER- President Yolanda Carey called meeting to order at 6pm.**
- 2. PLEDGE OF ALLEGIANCE – All stood for the Pledge**
- 3. ROLL CALL-Present was President Yolanda Carey, Adrian Leavell, Brad Marshall, Mark Erving was late and Bev Kelley Vice President was absent.**
- 4. APPROVAL OF THE MINUTES FROM PREVIOUS PARK BOARD MEETING – A vote was taken by all Park Board members present. First Motion was by Adrian Leavell. Second was Brad Marshall. It was unanimous vote to approve the minutes.**
- 5. SUPERINTENDENTS REPORT-Carl Malone See report**
- 6. EVENT APPLICATIONS – Youth Report George Foley See Report**

One event –Stop the Violence at McCulloch Park on July 31st through August 2nd from 12 to 9pm. Yolanda asked about security. The Police

Dept will be involved in this event. Yolanda sated the only issue she had been about trash pickup. She stated it should not be the parks employees picking up trash. Jerel Jernigan stated they picked up their own trash. Yolanda asked about vendors. Jerel stated he has everything he need for vendors.

Adrian Leavell made the first motion to approve the event

Second by Mark Erving Vote was taken and it was unanimous to have event in the park.

George Foley is the Parks Coordinator speaking on behalf of the Summer programs the Park has been having. Adrian Leavell asked a question about the work program if the NAACP is the Physical agent for this program.

George stated they are. Adrian wanted to know which day they worked and George stated Fri. Adrian wanted to know how many hrs. the kids worked George stated they work from 8am to 3pm and get an hr. for lunch. They work 6 hr. days. And receive 50 dollars for that. Adrian asked what kind of work the kids do. George stated they don't work with any equipment. They pick up trash paint curves. Adrian asked how does the word get out to the public and George stated they put the flyer on social media. Adrian thanked George for working with the Youth.

7. PRAIRIE CREEK REPORT- Dustin Clark Prairie Creek has been working on many projects. They just had Ron Bonham Days and it was a success. He stated they had a lot of good reports from the public on that event.

They are getting into Covid -19 compliance and moving forward with doing matience around Prairie Creek and getting equipment up to speed so they can do their job. Yolanda asked about the issue of the Confederate flag Dustin stated they have started community meetings and they addressed this and anything that falls under the rule 19 they will inforce this. They held several meetings to get these new revised rules out to the campers. Every camper got a hard copy of the rules and also they read the rules to them to make sure everyone knows them. They also posted them on social media. Adrian asked about bumper stickers on cars. Dustin stated if they are a camper or they have a dock and they have a bumper stick which isn't appropriate they have to abide by rule 19. Adrian asked who interpreted rule 19. Dustin stated Ashley Wright. Mayor Dan Ridenour and himself.

8. OLD BUSINESS-

City Council approved the purchase on the two department trucks. The Peterson and the Trash truck. They were delivered on July 9, 2020

Carl stated to the Board members thanks to the administration that approved the purchase of the two trucks. It has improved the time on picking up trash in the parks faster. Brad Marshall Park member made a comment about having an issue with the money to purchase the two trucks in the right account in which there were several delays and he stated that the structure of the next budget will be restructured differently so the Parks has an equipment fund. Carl stated it will be done properly.

9. NEW BUSINESS- Downtown Cannon Common's -Cheryl Crowder is the Director for Canon Commons. She's talking about the Policies they have revised with the Mayor of Muncie Dan Ridenour for events. Cheryl also stated they didn't change very much in them. They are making it easier for

people to understand the event forms. They changed the cost of renting the park to make it cheaper and more accessible to other groups. They use to waver fee and they are not any more. Brad Marshall asked the question if this application was different than the others and Cheryl stated yes. Brad asked why and Cheryl stated because of the stage at Cannon Commons. Rick Ziggler is the one that initiated the first event form for Cannon Commons. He did research before making the event form. After using the Park for eight years they are more aware of issues and that is why changes were made to help serve the public better. Adrian asked about the finances where they go. Cheryl stated it goes to Down Town Development in which holds the account. They use the money to keep up with the land scape of Cannon Commons. Adrian requested the financial statement for Cannon Commons. Cheryl stated it goes to their board and they could get a copy. Brad asked if the Park Board needed to approve the new event form and she stated yes. See attached document

Muncie Housing Authority –Joe Anderson CEO He is representing Muncie Housing Authority as well as the Board of Commissioners in regards to a project their working on. They will be submitting an application tax credit project to develop forty five homes that will be developed. It will consist of fifteen single bedrooms, twenty two double bedrooms, and eight three bed room homes. I will be where the old Garfield school is across the street north of Garfield school and possibly throughout Heekin Park.

We are asking for conveyance of the park up to four acres to be conveyed to the Muncie housing authority. The intent is to spar future economic development to the community and to increase the wealth in the neighborhood of low to moderate income families. Also to look at improvements such as Tennis courts, playground equipment, sidewalks from Ninth and Madison st. all the way to Vine and ninth st. Also we are looking at doing some upgrades from Ninth and Monroe to Eighth and Monroe st. and lighting in this community.

AT this time we are working with the Joliet Housing Authority and they are non for profit agency Hope. On this tax credit, we have to submit this tax credit by September. We also had contact or expressed interest from four banks one is First Merchance Bank in Muncie. Three of the four banks have expressed interest in the amount of fourteen to sixteen million dollars in support of this project.

On the back end of this project tax credit program, they run for fifteen years. On the end of that we are looking at home ownership program. The

families would be able to buy these homes. With that in the project there would be child care slash community room. The child care services would be provided because of the tax credit deal at no cost to the families. They did have a community meeting with the Mayor and with the Industry Neighborhood a week or so ago along with their board president council man Davis was there as well and Ms. Carey. We have made so modifications to some of the concerns that were expressed in the meeting.

Bruce Evert is with the Muncie Housing authority project as the Program architect for this project. This project would take five and a half to six percent of Heekin Park. See attachment pictures of the project. The size of this development is important in terms of the tax credit dollars and finding investors to purchase tax credits and also to provide enough dollars for the info structure and the other development in the neighborhood. This project has been through lots of designs from sixty houses to forty five houses. The challenge through this project makes scenes through this neighborhood in terms of developing and attracting families to this area. Designing and building high quality homes and individual housing. They feel this area can use some development upgrades of this size. Brad Marshall asked the question about the long term plan of the Day Care. The answer was it will be a long term Day Care Center in the community. The people who are in this community would get daycare at no cost to them. There would be a part of the Day care that the public could use it at a cost to them. Mark Erving asked the question about if this project would include streets and sidewalks. The answer was yes. These will be homes not apartments. The homes are valued between one hundred and eighty to two hundred thousand dollars.

Dan Ridenour Mayor of Muncie spoke and said, what is the smallest project you can do and still do the development in the city. The city is not well positioned to do this. The only help the mayor is given is to connect people to make this happen. They have the investors lined up for this project. We're not having to put money into this project and this neighborhood will reap many of the benefits. It will increase property value. New people will move into this area. They will put more trees in this area as well.

Yolanda asked the question about a rough draft of this project and there isn't anything yet because they want to get the Parks board permission to even start this project in the park. They are asking for approval to move forward with is project.

Adrian Leavell is requesting to sustain from voting because of a conflict of interest. He is on the board for the Housing Authority. He did state this is a good project for Muncie.

Mark Erving made a motion for this project to start and Brad Marshall second it. Vote was taken and it was unanimous Motion carried.

Westside Park – Skate Park Proposal Amy Laffingwell is with the state park coalition. They have had this idea for the last three years. A brief history about this. They presented this project about three years ago with the former Muncie administration in thousand seventeen with Hunger Skate Park with the design and build. They are an Indiana company but they go all over the world. The last administration thought it was a good idea at Westside Park. It's the south west side of the park where the Air plane circles are at this time. It's not being use for that any more. It is also on the side of the walkway. We started to move forward and we created a 501c3. It would all be funded through donations. We have worked with the community foundation to establish a fund so they can be the go between for the funds. We think it's really needed here. We look at other communities here both bigger and smaller in Indiana. There is really a pop up of these parks and there really very popular. Very safe. It's a place for these kids to go. It's for all ages and all ability levels. Things just came to a halt. In Feb. 2020 we met with the new administration who also agreed this would be a good idea and we would like to move forward with it. We had a second meeting with Carl Malone who suggested we bring this before the board and present this idea. We would like to get your support of this idea and allow us to move forward legally. Get the particulars of the land and zoning worked out so we can start getting fund started for this project. See proposal.

Adrian asked about the cost. Three hundred and fifty thousand is what their hoping to gain with the Community foundation. Who would be responsible for the matience of this Park. They would maintain it. They want to ok from the Parks board to move forward with this. Yoland asked if they had a drawing of this. Amy did not have one. As they move forward they would present one to the Board members. Yoland asked about the liability of the park. Senet bill 141 states that liability at extreme sports parks or Wreck area provides private and public owners are immune from civil damages from injuries caused by extreme sports. If the extreme sports park or wreck area is designed and maintained for this use. A set of rules is posted in two areas and it is clearly posted at each entrance and warnings concerning hazards' then the public or private owners are immune from

civil damages. Adrian made the motion with the particulars being made to move forward with this Brad Marshall second it. Vote was taken and it was unanimous with the particulars being worked out.

Marlene Mithchell - Reporting on the Partnership with the YMCA and Tuhey Pool Operations update.

Tuhey was opened on June 15, 2020. We have been coping with Covid-19 and are maintaining social distancing and keeping with in the guide line of Covid with cleaning as well. Posting signs. They have partnered with Tuhey so all members can get in for free at a particular price. The YMCA gives money to Tuhey for this each month. We have a limit of 350 people due to Covid-19. We take numbers and attendance. We are open seven days a week. Our doors open at 5am to 8am for lap swimming. Then from 830am to 1030am the YMCA has classes. Regular swimming is from 12 to 7pm. On Sunday from 12 to 6pm. Our last full week we are open will be July 31, 2020. In August we will go to just opening on weekends to Labor Day. The YMCA has come out and tested the water and doing all the other things they said they would do in their contract. The lap swimming has provided Cardinal swim club and BSU swimmers to come out and get their training in. Muncie is the only one open in the surrounding area. See copy of the YMCA agreement.

10. OTHER BUSINESS - This is a call to the audience that may have items that needs approval from the Board.

Dustin Clark asked a question about Prairie Creeks stock pile of private docks to home owners with an address. They were approached by a person with land no home is on it. It is undeveloped and is connected directly to the Reservoir. They have requested a dock and I need to seek your council on this matter. The rule reads you provide us with an address and we will give you a dock in which they pay for. Prairie Creek provides the labor in putting the dock out and it come from their inventory. Brad Marshall asked the question on whether or not Dustin had any concerns about this. He did not. All docks are uniform in size. Adrian stated he didn't see a problem with it. Mark Erving didn't see it as a legal issue. The Mayor Dan Ridenour stated he didn't know about this and wanted to make a comment. He would encourage Dustin to ask the people who own the property what their intent is for this dock. The land owner has reached out to us a couple of times about this matter. So Brad Marshall stated he would deny then matter of the land own getting a dock until more info is given to the Board on the intent of what the dock would be used for.

11. Action Items none

12. PUBLIC INPUT- Three minute limit- Please state your name and address.

Marlene Mitchell had an input on the new project going on at Garfield School. What does this do to the Library and the Boys and Girls Club? Yolanda stated it doesn't go that far.

Mark Kinman wanted to thank Dustin Clark for helping with a situation that was taken care of in two days. Question Sept. 19,2020 he is concerned about getting to his boat ramp on this day. He has asked for a pass but they keep telling him there not available. Dustin stated they are coming up with a pass and have not gotten them yet. He also has not heard if it's going to have the event or not. Also the road needs fixed where his dock is and where he has to use the road. When is the road going to be fixed? Dustin stated the city engineer is trying to get millings on this. They are working on getting this done. There is no date on when the roads will be fixed. Mr. Kinman was ok.

Carl Malone wanted to thank the Baord members as well as George Foley and Marlene Mithcell. Also Carl Stated he is meeting with different neighborhood associations getting input on how the Parks can improve thing in the parks. He wants to move forward with a plan that the neighborhoods around us and the city can be proud of.

Remember to please call the Park office or the Park Board President if you have an item placed on the agenda.

Next meeting August 24, 2020 6 p.m. City Hall

Superintendent Report

July 21,2020

- Our Park Department staff have been busy with mowing, pruning trees, and weedeating. We are making improvements in all of our city parks.
- We just recently finished sealing and painting McCulloch Park's large basketball court. We are in the process of having the court stripped this week.
- We continue to follow the Governor Holcomb COVID-19 social distancing Phase 4.5 guidelines.
- Phase 1 Transformation of Cooley Park Project has begun with remodeling of the restroom facility and installing a security light. Park Department staff Chris Meadows had been assigned special Project Coordinator.
- The Parks Department has been approached by several neighborhood groups, wanting to assist with improving our parks, by adding playground equipment, a skate park, and housing.
- Summer Park Program.
 - @Promise Mentoring and Employment Program
 - 7 on 7 Flag Football
 - Karate Class
 - Youth Baseball League
 - 2020 Summer Hoops Camp
 - 3 on 3 Youth Basketball Tournament
- If the Board would have any questions, please contact me at the Park Office at (765)- 747- 4858 or on my cellphone at (765)- 749- 8490.

Summer Program Report

July 21, 2020

@Promise Mentoring & Employment Program

- We have employed (100) Youth between the ages of 12-16
- The Youth listen to a different mentor every Thursday from 1:00pm-2:00pm
- The Youth work every Friday from 8:00am - 3:00pm. Lunch is from 11:30am-12:30pm at the Buley Center. The Boys & Girls Club of Muncie donated the building to Muncie Parks for our 8 week program.
- Each Youth is paid \$50 cash from Anitra Montgomery, Secretary for the Muncie NAACP. Anitra has each Youth sign that they receive their \$50 each week.
- We have worked at the Parks, City Hall, Photo Studio, MHA, and Prairie Creek to name a few places.
- MITS transported our Youth to and from Prairie Creek one day during the week.
- Organizations, parents and individuals have provided water, gatorade and other individuals every week for the Youth. The program's last day will be Friday, August 7th.

7 on 7 Flag Football League

- There was 70 kids signed up and playing Flag Football at Heekin Park every Tuesday and Thursday from 9:00am - 12:00pm.
- Muncie Parks and Recreation has partnered with Jamill Smith and John Frank League for our Flag Football Program.
- The Youth are taught Football skills, play games, and had a Football Draft during the 3rd week of the program.
- Water, Gatorade and snacks have been donated to the program every week from organizations, parents and individuals. The program will end on Thursday, August 6th.

Summer Karate Class

- The Summer Karate class is scheduled for 8 weeks. The instructor for the class is Ron White of White Bushido Karate Dojo, located at 2100 S. Madison Street.
- We have 6 Youth signed up taking the class.
- Classes are Monday and Wednesday from 6:00pm - 7:00pm.
- The final class will be on Wednesday, July 29th.

Basketball

- Muncie Parks and Recreation have partnered with Muncie Sports Commission to host (3) separate Basketball Camps at Westside Park, Heekin Park and McCulloch Park for Youths in grade 4-8.
- There were 25-30 Youth that signed up and participated in each camp.
- Basketball's were donated by Tamika Catching, former player for the Indiana Fever. Each Youth also received a customized towel that participated in the camps.
- Ball State Women's Basketball Team and Summer Staff volunteered to help with the Camp.
- Lastly, there was a 3 on 3 Tournament on Friday, July 17th at Heekin Park. There were 10 teams signed for the event that went successful. This was also a partnership between Muncie Parks and Recreation and Muncie Sports Commission.

Baseball Program

- Muncie Parks and Recreation are currently signing up Youth in grades 1-4 for Summer League Baseball in collaboration with Cub Scouts of America.
- Baseball will start on Monday, August 3rd. All games will be played at Heekin Park on Monday and Wednesday at 7pm.
- All parents can sign up Youth at www.munciesummercamp.org.

2020 SUMMER YOUTH EMPLOYMENT PROGRAM

LOOKING FOR A SUMMER JOB?

Are you between the ages of 12-16?
Applications can be submitted beginning on
May 26, 2020 by coming to the
Muncie Parks and Recreation
1800 S. Grant Street
Muncie, IN 47302



Employment from June 8th, 2020 - August 7th, 2020

- Work 8am-3pm every Friday for 8 weeks
- Paid every Friday
- Mandatory Mentor class every Thursday from 1:pm-2:00pm

SPONSORED BY :



FOR MORE INFORMATION,
CARL MALONE OR GEORGE FOLEY (765) 747-4858
YOLANDA TAYLOR (765) 215-1593
ANITRA MONTGOMERY (765) 729-0037

Muncie Parks Presents

In Partnership with:
Millz2bemade Training &
John Frank League

Millz2bemade
Training



FLAG 7 ON 7 FOOTBALL



➤ **Ages: 5-6, 7-8, 9-10, 11-13**

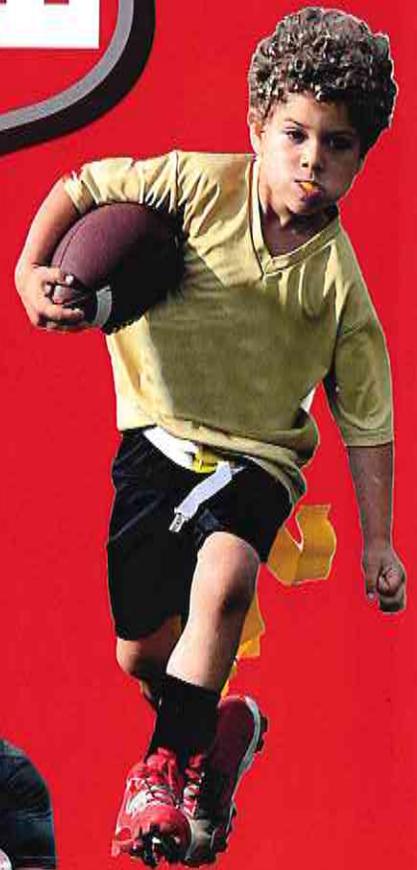
➤ **Registration Date:**

June 8th, 2020

Fees: FREE for everyone

➤ **All Youth are required to wear a mask and
have temperature taken before each
game.**

➤ **Call (765) 499-9415
for register your Youth**



Jamill "Millz" Smith"

**SEASON STARTS
JUNE 8TH**

**LOCATION
HEEKIN PARK, MUNCIE, IN.
TUESDAYS AND THURSDAYS
9:00AM - 12:00PM**

MUNCIE PARKS/RECREATION & MILLZ2BEMADE TRAINING

7 ON 7

FOOTBALL DRAFT

TUESDAY JUNE 30, 2020 10:00 am

HEEKIN PARK

Team Pictures

After the Draft

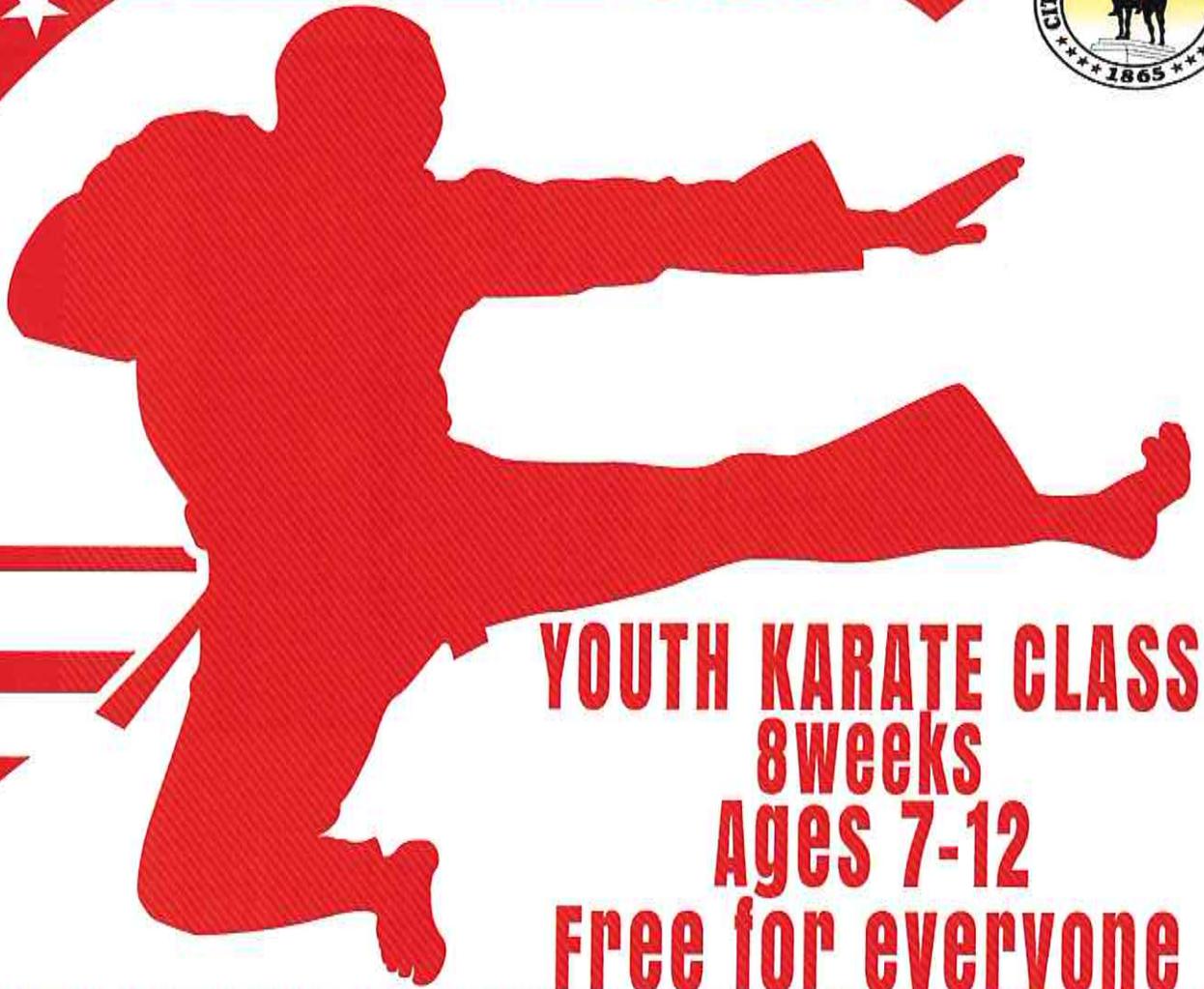
COME OUT AND SUPPORT
OUR YOUTH

M U N C I E P A R K P R E S E N T S :

W H I T E ' S

BUSHIDO

KARATE DOJO

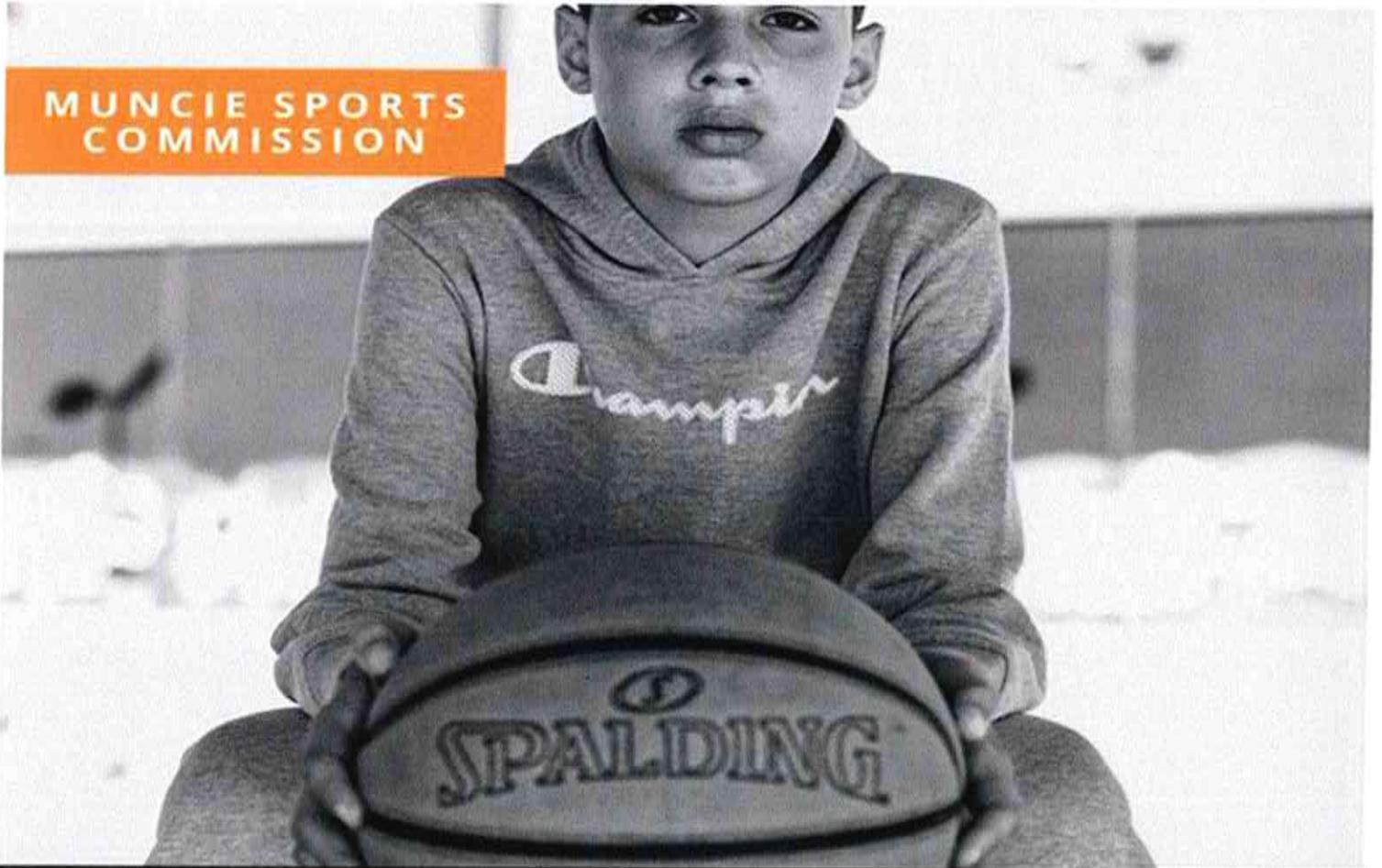


YOUTH KARATE CLASS
8 weeks
Ages 7-12
Free for everyone

////////////////////////////////////
MONDAYS AND WEDNESDAYS
3:00-4:00pm

REGISTER TODAY
CALL (765) 499-9415
LIMITED SPACE AVAILABLE

MUNCIE SPORTS
COMMISSION



2020 SUMMER HOOPS CAMPS

FREE CAMP FOR BOYS & GIRLS GRADES 4-8
9AM-12PM

JULY 1 - WESTSIDE PARK

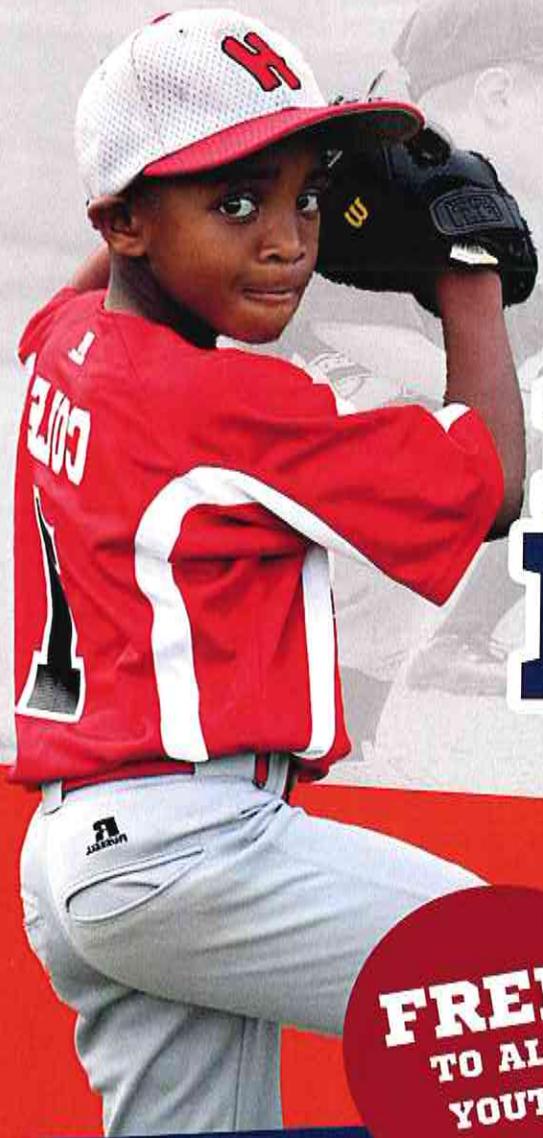
JULY 7 - HEEKIN PARK

JULY 9 - MCCOULUGH PARK



LIMITED SPACE AVAILABLE! SIGN UP ONLINE - MUNCIESPORTS.ORG

QUESTIONS? CALL 765-287-5951



CUBSCOUT OF AMERICA & MUNCIE PARKS

SUMMER 2020

BASEBALL LEAGUE

**FOR BOYS OR GIRLS
1st-4th Grade**

**FREE
TO ALL
YOUTH**

**YOUTH WILL LEARN
BASEBALL FUNDAMENTALS
AND TECHNIQUES.**

REGISTER ONLINE TODAY

WWW.MUNCIESUMMERCAMP.ORG

FOR MORE INFORMATION CALL:

(765) 747-4858

GEORGE FOLEY

munciesummercamp@gmail.com

YOUTH BASEBALL START

JULY 20, 2020

Morning Games

Evening Games

**HEEKIN PARK BASEBALL DIAMOND
1800 S. GRANT STREET
MUNCIE, IN. 47302**

WWW.MUNCIESUMMERCAMP.ORG



**LIKE OUR FACEBOOK PAGE:
MUNCIE PARKS AND RECREATION**



Canan Commons Policy

- I: The City of Muncie has contracted with Muncie Downtown Development Partnership to manage Canan Commons for three categories:
- Planned events created and managed by MDDP
 - Planned City/MDDP managed community events
 - Events managed by other organizations or individuals

Applications must be submitted to MDDP at least {thirty days} in advance of the event date and all payments made 14 days prior to your event. Allow 3 days to receive application approval

Applications for use must be submitted with all information completed and include the waiver of liability and proof of insurance. An event is not considered booked until all fees are received.

Make payments to:

Muncie Downtown Development Partnership and send to 120 W Charles St. Muncie, IN 47305.

II: **Liability Insurance Required**

Proof of Liability Insurance MUST be presented to MDDP 14 days prior to the approved event. Applicant shall maintain the following insurance in full force and effect: General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

- The City of Muncie and Muncie Downtown Development Partnership shall be named as an additional insured under the General Liability policy.
- Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

III: **Indemnity Agreement**

- An Indemnity Agreement (attached herein) must be signed by an authorized representative of the organization requesting a permit.

IV: **Damage/Security Deposit**

- Once MDDP approves an application, the event organizer must submit a refundable damage/security deposit of five hundred dollars (\$500).
- Part or all of the damage deposit will be kept if damage occurs. Examples of what might constitute damage are: trash/debris, damage to sod/grass (**parking on grass is not allowed**), damage to concrete areas, damage to park property, damage to trees, damage to electrical equipment and/or electrical systems, damage to performance stage, damage such as spills that leave stains or smells.

- The Park Superintendent or MDDP designee will evaluate the event space and property to ascertain if anything was damaged. The Parks Dept/MDDP will be under no obligation to leave any trash strewn about or broken equipment on park grounds just to justify the damage and loss of part/all of the deposit to an organizer. The Parks Dept/MDDP will make every effort to communicate effectively with any organizer that will lose part/all of the deposit. If the damage deposit is not on file within 7 days upon being notified of approval, the event will be considered cancelled and the organizer will not be able to hold the event.

V: Security

- The event organizer shall be responsible to obtain and pay for security services.
- All public events require security, with one security officer necessary for every 200 persons expected to attend the event.
- Security costs are \$35.00 per hour and the security staff can be arranged by MDDP and invoiced to the organizer or the organizer can provide their own security with approval of MDDP.

VI: Restroom Facilities

- The event organizer shall be responsible to obtain and pay for adequate restroom facilities.
- There are no permanent restroom facilities at Canan Commons. One portable restroom facility is required for every 300 persons expected to attend the events.

VII: Vendors

- Food Vendors must be approved by the Delaware County Board of Health. Where applicable, an event fee may be required by the BOH.
- Please note: without express written permission from MDDP and the City of Muncie, no alcohol is to be sold at Canan Commons.

VIII: Trash Collection

- MDDP will call, at your request, the Sanitation Dept. for extra trash totes. Canan Commons normally has 6-8 totes available.

IX: Child Supervision

- If children under the age of 18 are part of the event, it is your responsibility to provide adequate supervision.

X: Vehicles and Parking

- Vehicles are not allowed on Canan Commons property. Failure to comply with this regulation will result in a loss of deposit. Parking is permitted in designated parking lots.

XI: Safety

- The possession of drugs and other illegal controlled substances, fireworks, air rifle, paintball guns, bows and arrows, swords, and pellet guns is strictly prohibited in any park or park facility.
- Amplified music, or the promotion or sale of any article is expressly prohibited without written permission from MDDP and the City of Muncie.

XIV: Walk-through

- The event organizer is responsible for scheduling a “walk-through of their event with MDDP staff to review the site plans no less than two weeks prior to the date of the event. The purpose of the walk-through is to make users/organizers completely aware of all site guidelines and to answer any questions.

XV: Contract Violations

- The following activities are examples of violations of this contract: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs) excessive guests, excessive noise or other activities which cause a disturbance to other nearby activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in Canan Commons is prohibited.
- Park facilities must be used solely in accordance with the City of Muncie Parks and Recreation Dept. policies and procedures. The MDDP, on behalf of the City of Muncie and the Muncie Parks and Recreation Dept., retains the right to revoke a special use permit any time upon violation of your agreement or the risk or threat of a violation of your agreement.

By signing and submitting the application, the permit applicant agrees to abide by the rules and regulations of the Muncie Parks and Recreation Department including, but not limited to, the conditions as stated on this application.

Signature of Applicant _____

Applicant's Printed Name _____

Date of Application _____

Indemnity Agreement

The undersigned agrees to indemnify, defend, and hold harmless the City of Muncie, Indiana, its officials, agents and employees (including Muncie Parks and Recreation Department and Muncie Downtown Development Partnership) from any liability due to loss, damage, injuries or other casualties of any kind, to the person or property of anyone on or off Canan Commons arising out of, or resulting from the issuance of the permit or the event activity therewith, or from the event activity undertaken there under, whether due in whole in part to the negligent acts or omissions of the City, its officials, agents, or employees, or the applicant, his agents, contractors or employees or other persons engaged in the performance of the event or activity, or the joint negligence of any of them, including any claims arising out of the workman's compensation act or any other law, ordinance, order, or decree, for a period of the applicable statute of limitations. The applicant shall pay all reasonable expenses and attorney fees incurred by or imposed on the City and its agents in connection herewith in the event that the applicant shall default under the provisions of the indemnity agreement.

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE INFORMATION SET FORTH ON THIS APPLICATION IS TRUE AND CORRECT.

Signature of Applicant:

Print Name: _____

Dated this _____ **day of** • 20__

Print Witness Name: _____

Signature of Witness: _____

Dated this _____ **day of** • 20__

Please Read Carefully :

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Muncie Parks and Recreation. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

Canan Commons Application for Special Use Permit

- Permit must be submitted 30 days prior to event.
- Certificate of Insurance, indemnity agreement and payment of rental fee and security deposit must be received before application will be approved.
-

Name of Event _____

Date of Application _____

Event Date _____

Private or Public Event? _____

Address _____

Contact Name _____

Contact Email _____

Contact Phone _____

Organization _____

Not for Profit Tax ID# _____

Type of Event _____

Start Time of Event _____ End Time of Event _____

Anticipated Number of Attendees _____

Will you be charging admission? _____

Will you be amplifying sound? _____

What are your electrical needs? _____

Please attach a detailed copy of your agenda or planned events.

Attach Layout of Event to this application (if tents, bouncehouses or any staked structures are to be a part of your event, utility lines and sprinkler system must be avoided. Please discuss with MDDP staff.

Permit Fees

Fees allow for 8 hours of event per day.

Not for Profit - \$100 per event _____

Community Group offering free community awareness or activities- \$100 per event _____

For Profit Business or Ticketed Event- \$250 per event _____

Total Fees Due _____

MDDP Can offer the following services to event organizers for additional fees:

Crowd control fencing: \$10 per 8ft section _____

PA with 1 mic for announcements or speakers and ability to play recorded music: \$100 _____

Break out electrical cart to accommodate multiple food truck vendors: \$50 _____

Metal Chairs- \$1 each _____

Total Equipment Rental Due _____

Total Event Fees Due _____

Staff use only:

Date application received _____

Date Certificate of Liability received _____

Date Liability Waiver received _____

Date Damage Deposit received _____

Date Event Fees received _____

Date Damage Deposit Refunded _____

Important Things to Consider

A temporary food permit must be obtained from the Delaware County Health Department if you are planning to sell food (i.e. hot dogs, nachos, candy, etc.) or have Food Trucks. Any non-profit organization must show proof of non-profit status when applying for permit. A toilet and hand washing station must be provided (portable or in facility) for anyone preparing/selling food.

The City of Muncie Parks and Recreation Department requires you to have 1 (one) rest room facility for every 300 participants at Canan Commons. If number needed exceeds what park has available, it will be the organization's/event organizer/s responsibility to acquire the necessary number.

Alcohol is not permitted to be sold in Canan Commons.

Each organization will be responsible for cleaning the site and bagging all trash and placing it in the toters. Toters are then to be taken to the Mulberry St. sidewalk and grouped together for disposal by MSD. Failure to clean the site and bag the trash may result in the reduction or loss of your security deposit. If an event is deemed large enough to produce more than 6 toters of trash, additional toters may be obtained at the organizers request.

The sponsoring organization's Event Organizer must comply with all of the City of Muncie's Ordinances regarding acceptable noise levels. (Please refer to the City's Noise Ordinance, Chapter 100 of the Muncie City Code.*) Application for a noise permit must be filed at least six weeks prior to event with the Board of Works.

If you require a Street Closing for your event, it must first be cleared with MDDP who will notify Downtown businesses to identify any conflicts. The request must be taken to the Board of Works for approval. MDDP staff can assist you with that process.

It is the event organizer's/applicant's responsibility to be in compliance with all federal and state copyrights laws.

Need help with this language: MDDP and The City of Muncie reserve the right to deny any event that is in violation of the Civil Rights Amendment or incites violence, hate speech or planned divisiveness.

If you have questions, please contact: Cheryl@downtownmuncie.org
(765) 282-7897

**FACILITY USE AGREEMENT
BY AND BETWEEN
CITY OF MUNCIE, INDIANA
AND
YMCA OF MUNCIE**

This Facility Use Agreement (“Agreement”) is made this 29th day of May, 2020, by City of Muncie, Indiana (“City”), an incorporated city in Delaware County, Indiana located 300 North High Street, Muncie, Indiana 47305, and YMCA of Muncie, Inc., located at 500 S. Mulberry, Muncie, Indiana, (“External User”).

RECITALS

WHEREAS, External User desires to utilize certain aquatic facilities under the City’s jurisdiction and control for access to aquatic facilities for its members.

WHEREAS, City’s Tuhey Pool and Prairie Creek Reservoir are suited for such access.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Facility Usage and Fees.** External User shall be permitted to utilize Tuhey Pool and Prairie Creek Reservoir (the “Subject Facilities”) for member access from June 14, 2020 until the locations close for the 2020 Summer Season. External User will also provide programming (group exercise, Scuba, swim lessons) at mutually agreed upon times between parties throughout the 2020 Summer Season.

Fees: External User shall pay to the City daily admission fees for all of the External User’s members who use the Subject Facilities based upon the members’ daily attendance on a monthly basis per the price structure below:

- Prairie Creek: \$2 (13 and over), \$1 (6 to 12), Free (5 or under)
- Tuhey Pool: \$6 (adults), \$5 (13-17), \$4(12 under)
- Monthly admission fees paid by YMCA will be a minimum of \$2,000 regardless of use
 - Minimum admission fee cap will be pro-rated for partial months (\$67/operating day for the month).
- Monthly admission fees paid by YMCA will not exceed \$5,000 regardless of use
- City to send YMCA one invoice for both locations showing how many entry fees for each category listed above. YMCA to pay invoice within 30 days of receipt of invoice

Taxes: Indiana tax (7%). Not applicable if tax exempt.

Tax-exempt number: 0018093690

2. **Damage to Premises.** External User agrees to pay all repair and/or replacement costs for any and all damages arising from or related to its use of the facilities for External User’s programs only.

3. **Limitations of Access.** Prior to the beginning of any of External User's programs, the designated City representative must approve the scheduling of all use locations. The parties agree that the scheduling and use of facilities by the External User and its members cannot conflict with the City's previously planned or scheduled activities.
 4. **Pool Operation Assistance. The External User** agrees to assist City of Muncie in Tuhey Pool operations with regard to providing Certified Pool Operators during mutually agreeable times based on facility needs and the availability of YMCA staff. External User will not assume liability for providing pool operating guidance that could lead to lost revenue from pool closures or damaged equipment
 5. **Public Safety.** External User agrees that it shall at all times conduct its activities with full regard for public safety and shall observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and by authorized representatives of City.
 6. **Compliance.** External User, its agents, employees, and sub-contractors and their employees shall comply with all laws, ordinances, rules, and regulations established by federal, state, and local governments and their agencies, and with all City rules, policies, and regulations.
 7. **Decision Regarding Usability.** Any decision with respect to whether the premises are or are not usable, whether as a result of a need determined by the City or damage, destruction, an event beyond the control of either party, or otherwise, shall be made solely by City.
 8. **Smoking and Alcohol Consumption.** Smoking, use of tobacco products, and consumption of alcoholic beverages is strictly prohibited at the Subject Facilities or on other property under the City's jurisdiction and control.
 9. **Insurance.** External User must provide to City prior to the start of its access evidence satisfactory to City that External User maintains the following type of insurance:
 - (i) Comprehensive General Liability – Minimum limit of One Million Dollars (\$1,000,000.00) for each claim and Three Million Dollars (\$3,000,000.00) in the annual aggregate that will remain in full force and effect throughout the External Users access and use of the facilities.
- All insurance coverage required under this Agreement shall be maintained with one or more companies licensed to do business in the state of Indiana. External User shall also list City as an additional insured on their Comprehensive General Liability policy. City shall also list the YMCA of Muncie as an additional insured on their Comprehensive General Liability policy.
10. **Indemnification.** External User shall defend, indemnify and hold City, its trustees, officers, employees and agents harmless from any and all claims, causes of action, damages, liability, and expenses arising, directly or indirectly out of the External User's access and use of the subject premises for its members and programming including reasonable attorney's fees, court costs and expenses, or from the actions of its agents or employees.
 11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 12. **Amendment.** This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

13. **Severability.** In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.
14. **Relationship of Parties.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties, nor shall either party have the right, power or authority to create any obligations or duty, express or implied, on behalf of the other party.
15. **Notice.** Any notice given pursuant to this Agreement shall be in writing and delivered and sent by United States mail, postage prepaid, to the parties at their respective addresses below:

<p><u>City:</u> City of Muncie Attn: <u>Carl Monroe</u> <u>Parks Superintendent</u> <u>300 N High Street</u> <u>Muncie, IN 47305</u></p>	<p><u>External User:</u> YMCA of Muncie Attn: <u>Jason Adamowicz</u> <u>500 S Mulberry St</u> <u>Muncie, IN 47305</u></p>
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16. **Assignment.** External User shall not assign or transfer this Agreement or sublet any portion thereof without the prior written consent of the City.
17. **Termination.** Time shall be of the essence of this Agreement, and the time granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the written permission of City, and all additional time shall be paid for according to the schedule of fees as established by the City. In the event the facilities are not vacated by the end time specified in Section 1, then City shall be and is hereby authorized to move, at the expense (including any storage costs) of External User, goods, wares, merchandise, or other property of any kind and description, which may be then occupying the facilities. City shall not be liable for any damages or loss to said goods, wares, merchandise, or other property which may be sustained, either by reasons of such removal or the place to which it may be removed, and City is hereby expressly released from all claims for damages of whatever kind or nature.
18. **Governing Laws and Jurisdiction.** The terms of the Agreement shall be governed and construed under the laws of the state of Indiana. Jurisdiction and venue regarding any dispute hereunder shall be vested in either the state courts of Delaware County, Indiana, or the United States District Court for the Southern District of Indiana, Indianapolis Division.

EXTERNAL USER



Signature

Jason Adamowicz
Vice President, Operations
YMCA of Muncie

Date: 5/29/2020

CITY OF MUNCIE

Signature

Carl Monroe
Parks Superintendent
City of Muncie

Date: _____