Bryant Parks Committee

Bishop Park Administration Building - Conference Room

Date: November 10, 2026 - **Time:** 6:00 PM

Call to Order

Approval of Minutes

1. October 13 Parks Committee Meeting

- Minutes-ParksCommittee-October2026.pdf

Associations / Club Reports

2. Bryant Athletic Association Annual Report

Director's Report

3. Bryant Parks October Summary

- Parks Directors Report - October2026.pdf

Public Comments

Old Business

New Business

Parks and Recreation

4. Bryant Athletic Association Use Agreement

- BAA Use Agreement 2027.pdf

5. Bryant Softball Association Use Agreement

- BSA Use Agreement 2027 (1).pdf

6. Central Arkansas Soccer Use Agreement

- CAS_Use_Agmt_2027.pdf

Committee Comments

Adjournments

Bryant Parks Committee Meeting
October 13, 2026 6:00 PM
Bishop Park Administration Building - Conference Room
6401 Boone Rd

UNAPPROVED MINUTES

Call to Order - Renee Curtis at 6:00 PM

Committee Members Present - Amanda Jolly, Renee Curtis, Tony Williams, Lynn Farmer, Drew Martin, Lisa Bergren
Others Present – Parks Director Keith Cox, Assistant Director Matt Martin, Bryant Softball Association President Kara White and City Councilman Jack Mosely.

Approval of Minutes

1. **May 12 Parks Committee Meeting**

Motion to approve by D. Martin, seconded by Farmer. Motion carried.

Associations / Club Reports

2. **Bryant Softball Association Annual Report**

Kara White reported that Spring Softball remained at 18 teams, noting that the sport continues to grow as teams transition to travel ball and are replaced by new teams. Fall Softball increased from 18 to 22 teams, including the Middle School program, although participation in the Middle School league has declined as some communities have developed leagues of their own.

In 2027, the BSA will focus on an instructional program and discontinue scheduling practice space for tournament teams, with those responsibilities returning to the Parks Department. The BSA will continue to offer a designated tournament team league. Cox noted that tournament teams will still have practice opportunities through Parks and Recreation rentals, and that increased rental revenue is expected to offset the anticipated decline in BSA participation.

White also noted the need for additional parking at the Bishop Park softball complex. Matt Martin suggested temporary event parking in the festival area between the baseball and softball complexes.

Director's Report

3. **Parks Department September Summary**

Cox presented the September summary and highlighted the first season of Flag Football under the Parks Department, significant growth in Youth Volleyball participation, and the Senior Center Health Fair. He also noted that the Alcoa to Mills Connector Trail is paved and nearing completion and that the Mills Basketball Court has been completed.

Upcoming events include the Mills Basketball Court Grand Opening, Halloween Pickleball Tournament and Fall Fest.

Farmer asked about the scoreboard damaged by the August windstorm. Cox reported that the scoreboard could not be repaired and a replacement has been ordered.

Public Comments

Old Business

New Business

4. **Parks Department 2027 Budget Proposals**

Cox invited the committee to attend the October 27 budget workshop at 5:30 p.m. prior to the City Council meeting and provided an overview of the Parks Department's 2027 budget requests. Priorities include resurfacing the existing paved trails at Mills Park, with an estimated cost of $200,000 and an 80% grant application submitted; field lighting at Alcoa 40 Park for the lacrosse and softball fields; and new field equipment and replastering the Bishop Park pool.

Cox also highlighted a proposed new position focused on resource development. Responsibilities would include parks advertising, departmental fundraising events, and assisting partner organizations with fundraising and resource development.

Committee Comments

Jolly thanked the Department for taking care of the tree from Mills Park that was in danger of falling on her mom's house.

Adjournment

Motion to adjourn by Jolly, Seconded by D. Martin. Motion carried.

Bryant Parks and Recreation
Director's Report
October 2026

Programming & Events

- Men's Basketball League concluded its fall season with 12 participating teams.
- Adult Pickleball continued with one league during October, scheduled to conclude November 12. The final tournament of the year will be the Ugly Sweater Christmas Tournament on December 10, benefiting Arkansas Children's Hospital through a toy drive.
- Launched the first Adult Co-Ed Volleyball League in November, with four teams participating.
- Youth Flag Football concluded its inaugural season with 103 participants, marking a successful first year for the program.
- Youth Volleyball wrapped up its season with 112 participants, a substantial increase in participation from previous years.
- Youth Tennis lessons returned for the month of October.
- Registration remained open for Youth Basketball throughout the month.
- Bishop Park hosted the Bryant High School Cross Country Meet on October 6.
- The Center upstairs event space hosted the City of Bryant Employee Breakfast on October 13 and the Arkansas Highway Department Retirees' Luncheon on October 22 as well as 17 other reservations throughout the month of October.
- Bryant Parks Department hosted the 39th Annual Fall Fest at Bishop Park on October 31, with assistance from the Greater Bryant Chamber of Commerce and their volunteer ambassadors.
    - The festival featured 7 food trucks and 42 local businesses/organizations, with participating booths handing out candy to "trick-or treaters".
    - The youth fishing derby had 43 participants, ranging from age 5 to 15.
    - The car show had a successful turnout, in spite of the weather forecast, with awards presented in 11 categories.
    - Bryant Baseball and Salt County Lacrosse participants, along with other high school students, volunteered throughout the event.
    - Alcoa Community Federal Credit Union won the award for Best Decorated Booth.
    - Santa made a special appearance to close out the festival, arriving on a fire truck courtesy of Bryant Fire Department.
    - Approximately 3900 people attended the event.

Aquatics

- Bryant High School Swim and Dive teams began practices at the Bishop Park Aquatics facility.
- Conducted an employee Adult and Pediatric First Aid/CPR/AED certification class with 6 participants.
- The BASS Swim Team attended its first meet of the season on October 31 in Searcy, with 20 swimmers participating.
- Drained and refilled Mills Pool to complete necessary plaster repairs.

Bryant Parks and Recreation
Director's Report
October 2026

Senior Services

- The Center provided 1,209 congregate meals to 295 participants and delivered 620 homebound meals to 32 clients during October.
- Wellness programming continued, including A Matter of Balance, Ageless Grace, and Drums Alive, which added a standing exercise option.
- Hosted a breast cancer awareness event, Wear Pink for the Cure, raising $240 for breast cancer research.
- Held a Pancake Breakfast Fundraiser in conjunction with Fall Fest on October 31, selling 225 tickets and generating $1,125 in proceeds.
- Provided Medicare Open Enrollment assistance and continued educational programming and community outreach opportunities.

Parks Maintenance

- Completed sidewalk installation connecting the new Mills Park basketball court to the handicap parking area.
- Continued improvements around the new Mills Park basketball court, including grading, hauling in soil, and beginning sod installation.
- Began Fall field maintenance, including overseeding the lacrosse, softball, and baseball fields.
- Repaired the basketball goal on Court 2 at The Center at Bishop Park.
- Repaired the fence in front of the Bryant Youth Association facility.

Parks Administration

- The Arkansas Recreation and Parks Association Annual Conference was held in Fort Smith on October 14-16.
    - The following Bryant Parks employees attended the event:
        - Director Keith Cox – also presented an education session on leadership.
        - Assistant Director Matt Martin – also was appointed to the ARPA Board of Directors in the position of Secretary for the 2026-2027 year.
        - Center Superintendent Ebonee Scott
        - Aquatics Superintendent Kristin Robinson
        - Program Coordinator Hunter Bolin
        - Aquatics Specialist Hunter Heatley
    - Chrystal and Adam Baker, along with Salt County Lacrosse, were presented with the Champion Team of the Year Award; recognized for their volunteer efforts that made a significant contribution to their parks system.

Bryant Parks and Recreation Department
2027 Program and Use Agreement

THIS AGREEMENT made and entered into on _____**,** 2026 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY AND/OR THE DEPARTMENT"), and Bryant Athletic Association at 6401 Boone Rd, Bryant, Arkansas (hereinafter called "BAA").

WITNESSETH

WHEREAS, THE CITY maintains property at Ashley Park and Bishop Park in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Youth Baseball **(**hereafter defined as Recreational League, Travel Ball & All Stars) and Youth Football Program has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational facilities for programs and parks in Bryant; and

WHEREAS, BAA provides program administration and operations of the Youth Baseball and Youth Football Program in Bryant;

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE Department agrees to grant use of:

Park	Dates	Program	Field Use	Schedule Due
Bishop	Feb. 1 – July 31	Baseball	Schedule Based*	March 15th
	Aug. 1 – Oct. 31	Baseball/Football	A & C Fields*, B2	September 1st
Ashley	March 1 – June 15	Youth Baseball	Monday & Friday*	March 15th

*Please note, the Department has the right to rent fields at Bishop Park & Ashley Park when not in use by the BAA based on the schedule provided by the BAA to the Department.

The general conditions of this program agreement will be:

1. BAA will operate programs in accordance with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.

2. It is agreed that the program for which this agreement is written must be made available to the general public to join and participate in.

3. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.

4. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE DEPARTMENT pertaining to parks and facilities.

5. It is understood that THE DEPARTMENT will not be liable for any injuries incurred by participants who are participating in activities on or in THE DEPARTMENT Facilities. BAA shall indemnify and hold the City of Bryant, its departments, and all of its employees harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BAA, its agents, employees, or program participants.

6. No alterations, changes, or modifications to change the intended use may be made to facilities by BAA, without first receiving written approval from THE DEPARTMENT, DRC (Development Review Committee) and Parks Committee.

7. BAA assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BAA. If the repair is neglected for a long period of time THE DEPARTMENT will make the necessary repairs and bill the BAA. A long period of time is considered three business days following the damage, unless otherwise agreed to by BAA and the Parks Director.

8. BAA must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger BAA must immediately notify THE DEPARTMENT via the Report a Concern webpage. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. BAA must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.

9. League games and practices cannot be scheduled to begin past 9:30 p.m. No scheduled league games will be allowed to start after 10:00 p.m. A new inning/period may not begin after 10:30 pm. BAA agrees to provide THE DEPARTMENT with a schedule of any dates their participants will be at the named site. This schedule must include times and dates of the following: tryouts, scheduled games, practices, tournaments, special events, work dates, etc. Dates and times must not conflict with THE DEPARTMENT work schedule without prior approval. Normal work hours for THE DEPARTMENT are: 7:00AM to 3:30PM Monday – Friday, unless other arrangements have been made with THE DEPARTMENT.

10. BAA agrees to provide one financial statement of the program(s) that this program agreement is written for in the first quarter of the following year. Also a copy of their 501(c)(3) non-profit status must be given to THE DEPARTMENT each year. BAA's fiscal year is October 1st – September 30th.

11. BAA agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before sign-ups begin by BAA. At this time keys and security codes to all buildings and fields are exchanged between THE DEPARTMENT and BAA.

12. Additional conditions to be agreed upon not previously listed:

A. BAA will pay THE DEPARTMENT $25 per participant for league baseball programming, $50 per participant for tournament (Black Sox) baseball programming. An individual participant playing both league and tournament, only pays for the tournament participation fee. BAA will pay THE DEPARTMENT $20 per participant for football programming. Payment is due to THE DEPARTMENT by April 15th for Spring programming and Sept. 15th for Fall programming.

B. BAA will control litter by picking up litter their program creates after each time the field is used. The litter must be placed in the proper receptacle by the BAA. If excessive litter must be picked up after 72 hours of the program the BAA will charged $15 for each hour worked per employee used by THE DEPARTMENT. This does not include litter in the immediate area of an overflowing trash receptacle.

C. BAA will provide proper insurance for the programs they will be operating on city property. BAA understands that their program participants are in no way covered by insurance by THE DEPARTMENT or the City.

D. THE DEPARTMENT will provide a tournament schedule to the BAA. BAA agrees to adjust league schedule around those tournaments. All tournament rental rates (including state and regional tournaments) will be paid directly to THE DEPARTMENT.

E. BAA will ensure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or the City.

13. THE DEPARTMENT agrees to the following specific conditions and assurances:

A. The park area will be maintained on a regular schedule. All fields will undergo extensive turf maintenance programs (including aeration, fertilization, and weed removal).

B. THE DEPARTMENT will be responsible Monday - Friday for their field preparation (including dragging and chalking), cleaning the restrooms, and maintaining other park areas.

D. THE DEPARTMENT will purchase and replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.

E. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.

F. THE DEPARTMENT will be responsible for utilities and the expendable materials (including chalk, paint, field dry, bases, pitcher mounds, and etc.) necessary for the BAA programing.

G. THE DEPARTMENT at the written request of the BAA will provide a liaison to the BAA monthly meetings to assure the maintenance program is satisfactory. The liaison will contact the president of the BAA if they are unable to attend.

H. THE DEPARTMENT will make concessions available at events listed on the schedule provided by the BAA (including labor, material and supplies and cleaning of restrooms). Concession services cannot be guaranteed for rescheduled dates or if quantity of games does not validate the cost of operating concessions.

I. THE DEPARTMENT will waive room rental fee meeting rooms with 10-day notice, provided the room is available. For request made within 10 days of rental date, regular fees apply. Court or room rental fees will be waived for Night of Champions, provided the space is available. BAA is responsible for all set-up, breakdown, and clean-up for these events. If the event goes after hours, then normal after-hours fees still apply.

14. BAA and THE DEPARTMENT recognize that use of the facilities during the dates and times provided by the BAA as part of their program, will give BAA first access to use of the facilities. However, if BAA team practice, game, or event is cancelled or otherwise does not occur, BAA will take reasonable steps to notify THE DEPARTMENT of the cancellation as soon as BAA is reasonably able to make the facilities available to other citizens of Bryant at THE DEPARTMENT's discretion. Furthermore, BAA recognizes that the facilities are taxpayer constructed facilities meant for the benefit and use of the Citizens of Bryant, and as such will work with THE DEPARTMENT to provide a realistic schedule that maximizes BAA's use of the facilities while maximizing the potential field rental fees for THE DEPARTMENT and maximizing citizen access to the facilities.

15. TERM OF AGREEMENT. The term of this agreement shall be for a period of five (5) years commencing on January 1, 2027 and expiring at midnight on December 31, 2031.

THE DEPARTMENT or BAA may amend this agreement by the mutual assent of all parties. If this agreement is amended, it will be written, signed by all parties stated and attached to this original agreement.

THE DEPARTMENT may terminate this agreement with 90 days' notice upon a finding, by a 2/3rds vote by City Council, that the consideration provided by BAA in regards to provision of youth services is not being adequately fulfilled, adequately met, or otherwise adequately accomplishing the goals of this user agreement. To effectuate this paragraphs provision, the City Council shall during a regular or special meeting adopt a Resolution of Indent to terminate this program agreement by a 2/3rds vote of the Council. The City agrees that any such vote must occur before the 90-day written notice can be submitted. The City agrees that for the City Council to take such an action, all notice provisions under Arkansas Law for regular or special meetings must be complied with prior to any such meeting calling for such Resolution to exercise this paragraphs provision. Further the City shall notify, via the notification provisions within the is agreement, the President of the BAA of the Resolution of Intent to terminate this user agreement at least 48 hours before any Council Meeting to vote on such Resolution of Intent to terminate.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on BAA; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant,
A municipal Corporation,

_____, Mayor Chris Treat

Bryant Athletic Association,

_____, 2026 President

Bryant Parks and Recreation Department
2027 Program and Use Agreement

THIS AGREEMENT made and entered into on _____, 2026 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY AND/OR THE DEPARTMENT"), and Bryant Softball Association at 6401 Boone Rd., Bryant, Arkansas (hereinafter called "BSA").

WITNESSETH

WHEREAS, THE CITY maintains property at Bishop Park and Alcoa 40 in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Youth Girls Softball Program has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational facilities for programs and parks in Bryant; and

WHEREAS, BSA provides program administration and operations of the Youth Softball Program in Bryant,

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of Alcoa 40 Park Softball Fields and Bishop Park D Complex as outlined here to BSA for the operation of Youth Softball beginning on February 1 and ending on October 31. The BSA will provide a schedule of all events, practices and games to THE DEPARTMENT, no later than March 31st for the Spring Season and September 1st for the Fall Season. If Bishop Park D Complex is unavailable, BSA has first rights to utilize Alcoa 40 Park Softball Fields with scheduling approved with THE DEPARTMENT.

Named property will be used by BSA for events, practices, and games on the dates and times listed on the schedules provided to THE DEPARTMENT. All base distances must be included on schedule.

The general conditions of this program agreement will be:

1. BSA will operate programs in accordance to with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.
2. It is agreed that the program for which this agreement is written must be made available to the general public to join and participate in.

3. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.

4. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.

5. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE CITY Facility. BSA shall indemnify and hold the City of Bryant, its departments, and all of its employees harmless against losses, claims, causes of action and liabilities

on account of damage to property or injury to or death of persons arising out of negligent acts by BSA, its agents, employees, or program participants.

6. No alterations, changes, or modifications to change the intended use may be made to facilities by BSA.

7. BSA assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BSA. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BSA. A long period of time is considered three business days following the damage, unless otherwise agreed to by BSA and the Parks Director.

8. BSA must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger BSA must immediately notify the City's Parks Department. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. BSA must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.

9. THE DEPARTMENT will have first right of field usage at Bishop Park D Complex on Wednesdays from February 1st – August 30th in order to provide rentable practice space to tournament teams, who were previously part of the BSA.

10. League games and practices cannot be scheduled to begin past 9:30 p.m. No scheduled league games will be allowed to start after 10:00 p.m. A new inning/period may not begin after 10:30 pm. BSA agrees to provide THE DEPARTMENT with a schedule of any dates their participants will be at the named site. This schedule must include times and dates of the following: tryouts, scheduled games, practices, tournaments, special events, work dates, etc. Dates and times must not conflict with THE DEPARTMENT work schedule without prior approval. Normal work hours for THE DEPARTMENT are: 7:00 AM to 3:30 PM Monday – Friday, unless other arrangements have been made with THE DEPARTMENT.

11. BSA agrees to provide an audited financial statement of the program(s) that this program agreement is written for, in the first quarter of the following year. Also a copy of their 501(c)(3) non-profit status must be given to THE DEPARTMENT each year. BSA's fiscal year is January 1st – December 31st.

12. BSA agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before sign-ups begin by BSA. At this time keys and security codes to all buildings and fields are exchanged between THE DEPARTMENT and BSA.

13. Additional conditions to be agreed upon not previously listed:

    A. BSA will pay THE DEPARTMENT $250 per BSA team along with a list of BSA member teams. For Fall league, the BSA agrees to pay a fee of $25 per field per day for games only.
    B. BSA will control all litter by picking up litter their program creates after each time the field is used. BSA must place the litter in the proper receptacle. If excessive litter must be picked up after 72 hours of the program by THE DEPARTMENT, then the BSA will be charged $15 for

each hour worked per employee used by THE DEPARTMENT. This does not include litter in the immediate area of an overflowing trash receptacle.

C. BSA will provide proper insurance for the programs they will be operating on city property. BSA understands that their program participants are in no way covered by insurance by THE DEPARTMENT or the City.
D. THE DEPARTMENT and BSA will collaborate to produce a tournament schedule and the BSA agrees to adjust league schedule around those tournaments. All tournament rental rates will be paid directly to THE DEPARTMENT.
E. Alcoa Park is an Arkansas Parks and Tourism Department Grant Park and all APTD Guidelines must be followed for improvements, preparations, etc. for special events and must be approved by the Director of THE DEPARTMENT after approval from the Department of Parks and Tourism, prior to any alteration of the park.
F. At the request of THE DEPARTMENT, and with at least 120 days' notice, BSA will remove all their equipment at the completion of this agreement period.
G. BSA will ensure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or the City.

13. THE DEPARTMENT agrees to the following specific conditions and assurances:
    A. The park area will be maintained by the Parks Department on a regular schedule. All fields will undergo extensive turf maintenance programs (including aeration, fertilization, and weed removal).
    B. THE DEPARTMENT will be responsible Monday - Friday for their field preparation (including dragging and chalking), cleaning the restrooms, and maintaining other park areas.
    C. THE DEPARTMENT will purchase and replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.
    D. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.
    E. THE DEPARTMENT will be responsible for utilities and the expendable materials (including chalk, paint, field dry, bases, pitcher mounds, and etc.) necessary for the BSA programming.
    F. THE DEPARTMENT at the written request of the BSA will provide a liaison to the BSA monthly meetings to assure the maintenance program is satisfactory. The liaison will contact the president of the BSA if they are unable to attend.
    G. THE DEPARTMENT will make concessions available at events listed on the Schedule provided on or before March 15 (including labor, material and supplies and cleaning of restrooms).
    H. THE DEPARTMENT will waive room rental fee for meeting rooms with 10-day notice. For request made within 10 days of rental date, regular fees apply.

14. BSA and THE DEPARTMENT recognize that use of the facilities during the dates and times provided by the BSA as part of their program, will give BSA first access to use of the facilities. However, if BSA team practice, game, or event is cancelled or otherwise does not occur,

BSA will take reasonable steps to notify THE DEPARTMENT of the cancellation as soon as BSA is reasonably able to make the facilities available to other citizens of Bryant at THE DEPARTMENT's discretion. Furthermore, BSA recognizes that the facilities are taxpayer constructed facilities meant for the benefit and use of the Citizens of Bryant, and as such will work with THE DEPARTMENT to provide a realistic schedule that maximizes BSA's use of the facilities while maximizing the potential field rental fees for THE DEPARTMENT and maximizing citizen access to the facilities.

15. TERM OF AGREEMENT. The term of this agreement shall be for a period of five (5) years commencing on January 1, 2027 and expiring at midnight on December 31, 2031.

THE DEPARTMENT or BSA may amend this agreement by the mutual assent of all parties. If this agreement is amended, it will be written, signed by all parties stated and attached to this original agreement.

THE DEPARTMENT may terminate this agreement with 90 days' notice upon a finding, by a 2/3rds vote by City Council, that the consideration provided by BSA in regards to provision of youth services is not being adequately fulfilled, adequately met, or otherwise adequately accomplishing the goals of this user agreement. To effectuate this paragraph's provision, the City Council shall during a regular or special meeting adopt a Resolution of Intent to terminate this program agreement by a 2/3rds vote of the Council. The City agrees that any such vote must occur before the 90-day written notice can be submitted. The City agrees that for the City Council to take such an action, all notice provisions under Arkansas Law for regular or special meetings must be complied with prior to any such meeting calling for such Resolution to exercise this paragraph's provision. Further, the City shall notify, via the notification provisions within this agreement, the President of the BSA of the Resolution of Intent to terminate this program agreement at least 48 hours before any Council Meeting to vote on such Resolution of Intent to terminate.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on BSA; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant,
A municipal Corporation,

_____, Mayor Chris Treat

Bryant Softball Association,

_____, 2026 President

Bryant Parks and Recreation Department
2027 Program and Use Agreement

THIS AGREEMENT made and entered into on _____, 2026 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY AND/OR THE DEPARTMENT"), and Central Arkansas Soccer Club at P.O. Box 442, Bryant, Arkansas (hereinafter called "CASC").

WITNESSETH

WHEREAS, THE CITY maintains property at Midland Park in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Soccer Program has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational facilities for programs and parks in Bryant, and

WHEREAS, CASC provides program administration and operations of the Youth Soccer Program in Bryant,

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of Midland Soccer Complex as outlined here to CASC for the operation of Youth Soccer from February 1 to May 31 and from August 15 to November 15. Any dates outside the aforementioned, the park may be used by CASC as it becomes available by notification from the Bryant Parks and Recreation Department. Bishop Park "E" Complex and ~~Alcoa 40 multipurpose field~~ will also be available per Parks Department's schedule.

Named property will be used by CASC for events, practices, and games on the dates and times listed on the schedules as submitted to THE DEPARTMENT by the CASC.

The general conditions of this program agreement will be:

1. CASC will operate programs in accordance with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.

2. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.

3. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.

4. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE CITY Facility. CASC shall indemnify and hold the City of Bryant, its departments and all of its employees harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by CASC, its agents, employees, or program participants.
5. It is agreed that the program for which this agreement is written must be made available to the general

public to join and participate in. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program.

6. The named facility, area, or property may be rented to any other group, business, individual, or entity by CASC with prior approval by THE DEPARTMENT. Once approval is given by THE DEPARTMENT, payment of rental fees must be made to THE DEPARTMENT. Any and all rental fees charged for use of the named facility, area, or property must be approved by THE DEPARTMENT and paid to THE DEPARTMENT.

7. No alterations, changes, or modifications to change the intended use may be made to facilities by CASC, without first receiving written approval from THE DEPARTMENT. The CASC must submit a detailed request in writing to THE DEPARTMENT.

8. CASC assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by CASC. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the CASC. A long period of time is considered five business days following the damage, unless otherwise agreed to by CASC and the Parks Superintendent.

9. CASC must inspect facilities prior to each use. If damage is discovered to equipment or facilities that poses an immediate hazard or danger CASC must immediately notify THE DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT so that repairs can be made within a reasonable time not to exceed five business days from notification, unless otherwise agreed to by CASC and the Parks Superintendent. CASC must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.

10. League games and practices cannot be scheduled to begin past 9:30 p.m. No scheduled league games will be allowed to start after 10:00 p.m. A new period may not begin after 10:30 pm. CASC agrees to provide THE DEPARTMENT with a schedule of any dates their participants will be at the named site. This schedule must include times and dates of the following: tryouts, scheduled games, practices, tournaments, special events, work dates, etc. Dates and times must not conflict with THE DEPARTMENT work schedule without prior approval. Normal work hours for THE DEPARTMENT are: 7:00 AM - 3:30 PM Monday – Friday, unless other arrangements have been made with THE DEPARTMENT.

11. The use of lights by CASC must be arranged with THE DEPARTMENT.

12. CASC agrees to provide one audited financial statement of the program(s) that this program agreement is written for in the first quarter of the following year. Also a copy of their 501(c)(3) non-profit status must be given to THE DEPARTMENT each year. CASC's fiscal year is July 1st – June 30th.

13. CASC agrees to return this agreement signed by the appropriate persons, and any and all additional

requested material.

14. THE DEPARTMENT has first option to run concessions during all events.

15. CASC agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement. This list must include a MSDS for each chemical listed and CASC must ensure that each chemical is properly stored according to MSDS specifications. THE DEPARTMENT must be made aware of the intention to use any form of chemical prior to its use or storage in a facility.

16. Additional conditions to be agreed upon not previously listed:

    A. THE DEPARTMENT will cover costs for all field maintenance and utilities expenses. CASC agrees to pay an activity fee of $25 per player each registration period.

    B. CASC will control all litter by picking up litter their program creates after each time the field is used. The litter must be placed in the proper receptacle by CASC. If excessive litter must be picked up after 72 hours of the program by THE DEPARTMENT, CASC will be charged $15 for each hour worked per employee used by THE DEPARTMENT. This does not include litter in the immediate (within 5 feet) area of an overflowing trash receptacle.

    C. CASC will provide proper insurance for the programs they will be operating on city property. CASC understands that their program participants are in no way covered by insurance by THE DEPARTMENT or the City.

    D. At the request of THE DEPARTMENT, and with at least 120 days' notice, CASC will remove all their equipment at the completion of this agreement period. CASC will ensure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or the City.

17. THE DEPARTMENT agrees to the following specific conditions and assurances:

    A. The park area will be maintained THE DEPARTMENT on a regular schedule. All fields will undergo extensive turf maintenance programs (including aeration, fertilization, and weed removal) and striping will be performed on an as-needed basis.

    B. THE DEPARTMENT will be responsible Monday - Friday for their field preparation (including mowing and painting), cleaning the restrooms, and maintaining other park areas.

    C. THE DEPARTMENT will purchase and replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.

    D. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to

repairs needed.

E. THE DEPARTMENT will continue to complete Midland with added amenities, as funds are acquired.

F. THE DEPARTMENT will waive room rental fee for meeting rooms with 10-day notice, provided the room is available. For request made within 10 days of rental date, regular fees apply.

18. CASC and THE DEPARTMENT recognize that use of the facilities during the dates and times provided by the CASC as part of their program, will give CASC first access to use of the facilities. However, if CASC team practice, game, or event is cancelled or otherwise does not occur, CASC will take reasonable steps to notify THE DEPARTMENT of the cancellation as soon as CASC is reasonably able to make the facilities available to other citizens of Bryant at THE DEPARTMENT's discretion. Furthermore, CASC recognizes that the facilities are taxpayer constructed facilities meant for the benefit and use of the Citizens of Bryant, and as such will work with THE DEPARTMENT to provide a realistic schedule that maximizes CASC's use of the facilities while maximizing the potential field rental fees for THE DEPARTMENT and maximizing citizen access to the facilities. Other specific agreements or assurance:

A. Permanent improvements to facilities and fields will become property of THE CITY. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, sprinkler heads, structural work, lighting fixtures, backstops, dugouts, scoreboards and drinking fountains and other items so affixed to the land that they become a fixture to the property.

B. Non-permanent improvements will be retained by CASC and include: appliances, field marking equipment which was purchased by CASC, scoreboards, portable buildings which were purchased by CASC.

19. TERM OF AGREEMENT. The term of this agreement shall be for a period of five (5) years commencing on January 1, 2027 and expiring at midnight on December 31, 2032.

THE DEPARTMENT or CASC may amend this agreement by the mutual assent of all parties. If this agreement is amended, it will be written, signed by all parties stated and attached to this original agreement.

THE DEPARTMENT may terminate this agreement with 90 days' notice upon a finding, by a 2/3rds vote by City Council, that the consideration provided by CASC in regards to provision of youth services is not being adequately fulfilled, adequately met, or otherwise adequately accomplishing the goals of this user agreement. To effectuate this paragraphs provision, the City Council shall during a regular or special meeting adopt a Resolution of Indent to terminate this program agreement by a 2/3rds vote of the Council.

The City agrees that any such vote must occur before the 90-day written notice can be submitted. The City agrees that for the City Council to take such an action, all notice provisions under Arkansas Law for regular or special meetings must be complied with prior to any such meeting calling for such Resolution to exercise this paragraphs provision. Further the City shall notify, via the notification provisions within the is agreement, the President of the CASC of the Resolution of Intent to terminate this user agreement at least 48 hours before any Council Meeting to vote on such Resolution of Intent to terminate.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on CASC; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant, A municipal Corporation,

_____, Mayor Chris Treat

User Organization,

_____, 2026 CASC President