Bryant Parks Committee

Bishop Park Administration Building - Conference Room

Date: October 08, 2024 - **Time:** 6:00 PM

Invocation

Call to Order

Approval of Minutes

1. September 10 Parks Committee Meeting

- Minutes-ParksCommittee-September2024 (1).pdf

Associations / Club Reports

2. Bryant Softball Association - Presented by Kara White, President

Director's Report

3. Parks September Summary

- Parks Directors Report - October.pdf

Public Comments

Old Business

New Business

Parks and Recreation

4. BHS Swim Use Agreement

Annual Joint Use Agreement with Bryant High School Swim Team for use of Bishop Park Aquatic Center for swim practices and meets.

- UseAgreementBHS2024.pdf

Committee Comments

Adjournments

Bryant Parks Committee Meeting
September 10, 2024 - 6:00 PM
Bishop Park Administration Building
6401 Boone Rd. Bryant, Arkansas

UNAPPROVED MINUTES

Call to Order - Richard McKeown at 6:00 PM

Committee Members Present - Richard McKeown, Renee Curtis, Jennifer Benning, Lynn Farmer, Amanda Jolly, Drew Martin, Joyce Boswell

Others Present - Parks Director Keith Cox, Assistant Director Matt Martin, Assistant Aquatics Coordinator Compassion Moomey, Marc White with Batson Engineering, Grants Coordinator Rebecca Kidder, Mayor Chris Treat, Community Development Director Ted Taylor, Communications Coordinator Jordan Reynolds, Councilman Jack Mosely and Rene Mosely.

Cox opened the meeting by asking to add an item number 8 to the agenda for Kidder to present a grant opportunity.
Motion to add Great Strides Grant to the agenda by Martin, seconded by Jolly. Motion carried.

Approval of Minutes

1. **July 9 Regular Parks Committee Meeting**

Motion to approve by Curtis, seconded by Benning. Motion carried.

Finance Reports

2. **Parks 2nd Quarter Finance Report**

Cox gives the 2nd Quarter Finance Report showing that revenues and expenses were both on track at the halfway point for the year.

Associations/Club Reports

There were no Associations/Club Reports

Director's Report

3. **Bryant Aquatics Swim School Report**

Cox introduces Compassion Moomey, Assistant Aquatics Coordinator and Head Coach for the BASS Swim Team. Moomey gives an explanation of services offered in swim lessons and the amount of participants signed up this Summer. This included group lessons, swim babies, private lessons and the lessons provided to the Bryant Youth Association enrollees. She also

discussed the success that our BASS team had at AAU Junior Olympics in Greensboro, NC in July, bringing home numerous medals.

4. **Parks July-August Summary**

Cox presents the July-August Summary of actions and accomplishments for the Parks Department and highlights a few items from that list. Cox specifically highlights two personnel additions made during that time, first re-introducing Matt Martin as the new Assistant Director. Matt's previous position of Grounds & Maintenance Superintendent will go before Council this month to request approval to unfreeze that position. Also, Hunter Bolin has been hired as Program Coordinator, filling a position to focus on internal programming for the Department.

Public Comments

There were no public Comments

Old Business

5. **Basketball Sub-Committee Report**

Farmer gave the report for the basketball sub-committee and mentioned that a proposed code of conduct would be on the agenda for later in the meeting. He also stated that during the Summer they had some difficulty in communicating with the schools for gym space but were going to continue to try and do that as the school year was back in session.

New Business

6. **Aquatic Center Study**

Cox introduces Marc White with Batson Engineering to give his report from the study conducted on the Bishop Park Aquatic Center to look for possible ways to cool the facility. White explains that he had two goals; one to provide support in the necessary replacement of the PoolPak dehumidification system which had reached its full lifespan, and also to look at other upgrades to help with cooling the facility in the Summer months. White reviews his findings and provides two recommendations for moving forward. Cox addresses the two options and recommends continuing to operate as an outdoor pool during the Summer months with roof panels and doors open and says that Council will be asked to approve funding for the PoolPak replacement in October.

7. **Programming Code of Conduct**

Jolly addresses the research that she did as a part of the sub-committee and the reasons for the proposed code of conduct. Cox explains that if endorsed by the Committee this would be a requirement at registration for all Parks Programming. It is also discussed that this could lead to some additional signage around the Parks reminding participants of the expectations.

Motion to approve the code of conduct by Jolly, seconded by Curtis. Motion passes.

8. **Great Strides Trail Grant**

Kidder gives an explanation of the Great Strides Trails for Life grant offered by the Arkansas Department of Outdoor Recreation. She explains that the grant is for up to $250,000 and does not require any match. If awarded, the funds would be used for repair and overlay of the paved walking trails at Mills Park.

Motion to recommend to Council application for the Great Strides Trail Grant by Martin, seconded by Benning. Motion passes.

Committee Comments

Boswell requests a park sign be added to Plum Park. She gives a brief summary of the history of Plum Park and proposes the park being used to plant and cultivate trees before transferring to other parks. McKeown asks the Department to look into that further and bring recommendations back to the Committee.

McKeown mentions being out at the softball complex and commends the Department for the upgrades being made there, including the trash cans, signage and concrete batting practice pads.

Adjournment

Motion to adjourn by Jolly, seconded by Curtis. Motion carried.

Bryant Parks and Recreation
Director's Report
October 2024

The following took place during the month of September:

- We currently have 1381 active members participating in our Silver Sneakers, Silver & Fit and ReNew Active programs. These are programs provided to senior citizens through their insurance provider at no cost to the individual. Not only do these programs generate revenue for the Department, paid for by insurance companies, but it also encourages our senior members to stay active and have social interaction.
- Adult Basketball league is underway. We have 14 teams participating.
- Volleyball registration has closed. We have conducted the player draft and teams have started practicing. We have 72 participants this year, a 14% increase from last year.
- Adult pickleball registration has closed. We have 56 participants for our inaugural season.
- Disc Golf glow league registration is currently open.
- Youth Basketball registration is currently open.
- The BASS Swim Team started their 2024-2025 season.
- Mills Park Pool closed for the season on Labor Day. For the season (Memorial Day - Labor Day) we had 8200 visits from 4500 unique visitors to Mills Park Pool. Although the majority of our visits are local, we did have visitors from Louisiana, California, Missouri, Georgia, Maine, Texas, Michigan, Florida and Ohio.
- Made necessary repairs to the heater on the PoolPak to prepare it for operation through this winter.
- Installed a new VFD on the lap pool motor.
- Replaced the impeller and shaft seal on the therapy pool pump.
- Installed crosswalk signs and painted crosswalks throughout Bishop Park.
- Installed an elevated water spigot and hose for elderly friendly raised beds in the community garden.
- Covered all holes from vacated automatic toilet flushers in Bishop Park baseball and softball restrooms.
- Assisted in setting up for the Bryant Parkway Opening Ceremony and Ribbon Cutting.
- Life Champs Youth Flag Football league began at Bishop Park. They have 172 participants, up 14% from last year's league (previously operated by Bryant Youth Association).
- Bryant Softball Association Middle School and Fall league began at Bishop Park.

Bryant Parks and Recreation
Director's Report
October 2024

- Bryant Athletic Association Tackle Football league started practices at Bishop Park.

The following sporting events were held at Bishop Park:

- Softball Complex hosted a USA Softball tournament on September 7th. We had 2500 visitors from Arkansas, Louisiana, Texas and Oklahoma
- Baseball Complex hosted a 2D Sports Baseball tournament on September 22. We had 2600 visitors from Arkansas, California and Texas.
- Baseball Complex hosted a 2D Sports Baseball tournament on September 28. We had 1600 visitors from Arkansas, Texas and Missouri.
- Softball Complex hosted a FASA Softball tournament on September 28. We had 1600 visitors from Arkansas, Oklahoma and Missouri.

Bryant Parks and Recreation Department
2024-2025 Program Agreement

THIS AGREEMENT made and entered into on _____, 2024 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY"), and Bryant High School, doing business at 200 Northwest Fourth Street Bryant, Arkansas (hereinafter called "BHS").

WITNESSETH

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

WHEREAS, the use of said property for the purpose of the Bryant High School Swim 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, Bryant High School provides program administration and operations of the Swim 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 Bishop Park Aquatic Center between October 1st, 2023– February 28th, 2024 as outlined here to BHS for the operation of Bryant High School Swim Team.

Named property will be used by BHS for events, and practices on the dates and times listed on the schedules provided to THE DEPARTMENT.

The general conditions of this program agreement will be:

1. BHS 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. To the extent not inconsistent with paragraph 21.B below, BHS 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 BHS, its agents, employees, or program participants.
5. It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or loaned to any other group, business, individual, or entity by BHS without prior approval by THE CITY.
6. No alterations, changes, or modifications to change the intended use may be made to facilities by BHS, without first receiving written approval from THE CITY. The BHS must submit a detailed request in writing to THE CITY'S Park Department (hereinafter, "THE DEPARTMENT").

7. BHS assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BHS. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BHS.
8. BHS must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger BHS must immediately notify THE DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. BHS must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
9. Swim & Dive Practice Schedule is Monday through Friday 6:00 am – 7:00 am with 4 lanes, 2:50 pm-3:30 pm with 6 lanes; Monday through Thursday 3:30-4:30 pm with 4 lanes; Fridays 3:30 pm-4:00 pm with 4 lanes and Saturdays 8:00 am – 9:00 am for diving only.
10. The team roster must be turned in before October 15, 2024. Roster must include Name, Last Name, DOB, home address and phone number, emergency contact name, address and contact number.
11. The Department will not provide lifeguards during Bryant practice times.
12. Swimmers will be expected to check in at the Aquatic front desk each time they enter the facility.
13. BHS will be allowed to host 4 swim meets, at the rate of $600 per meet, not exceeding six (6) hour use on each meet with up to 200 participants. BHS agrees to pay $100.00 for every hour exceeding six (6) hours.
14. Host team is responsible for meet set up, meet clean up, and providing volunteers. There will be $50/hour cleaning fee if facility is not cleaned up after the swim meet.
15. The host team will be responsible for providing and paying the meet officials.
16. In order to participate on the Bryant High School Swim Team and in its practices or meets, Bryant HS swimmers will not be required to be members of Bishop Park Community Center. However, swimmers who are not members may not under any circumstances be in the aquatic facility without a high school coach or teacher present and supervising them. When practice ends, all non-members must leave before the coach or teacher leaves.
17. BHS will have access to the timing system, starting system, and the scoreboard for the duration of the swim meets under the Department supervision. Advertising on scoreboard, and hanging sponsor banners and signs requires an approval from the Department.
18. The Department has the first option to run the concession and charge admission fees during those meets.
19. BHS agrees to provide a volunteer for each practice to make sure every Bryant High School Swim Team member uses the facility for ONLY the practice hours provided by The Department. The Department is not responsible for any injuries or accidents at any time. Proof of insurance must be turned in with the roster.
20. BHS agrees to return this agreement signed by the appropriate persons and any and all additional requested material before October 15, 2024.
21. Additional conditions to be agreed upon not previously listed:
    A. BHS will control all litter by picking up litter their program creates after each time the facility is used. The litter must be placed in the proper receptacle by BHS.
    B. BHS understands that their program participants are in no way covered by insurance by THE CITY OR THE DEPARTMENT. The parties to this agreement understand that because the BSD is a public school district in Arkansas, BSD is statutorily immune from liability and from suit for damages except to the extent that BSD may be covered by liability insurance. The parties to this

agreement also understand that no tort action shall lie against BSD because of the acts of its agents and employees. Nothing in this agreement shall be interpreted to waive BSD's statutory immunity as found in Ark. Code Ann. 21-9-301.

C. BHS will submit contact person(s) for after business hours' emergencies.
D. At the request of THE DEPARTMENT, BHS will remove all of their equipment at the completion of this agreement period. THE DEPARTMENT will not be held liable for loss or damage of equipment left on the premises.
E. BHS will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY OR THE DEPARTMENT.

22. THE DEPARTMENT agrees to the following specific conditions and assurances:
    A. The Aquatic Center area will be maintained on a regular schedule.
    B. THE DEPARTMENT will be responsible Monday - Sunday for the pool chemicals.
    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 upon written request by the BHS will provide a liaison to the BHS meetings to assure the maintenance program is satisfactory.
    F. Permanent improvements to facilities and fields will become property of THE CITY.
    G. Non-permanent improvements will be retained by BHS.
23. This Agreement shall automatically be renewed for like terms for successive one (1) year periods until this Agreement is terminated by either party.
24. The party electing to terminate this Agreement shall do so by providing ninety (90) days written notice before the end of the term of this agreement, of that party's intent not to renew this agreement.

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

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

City of Bryant,
A municipal Corporation,

_____, Mayor

BHS Authorized Agent,

_____,

Dated this _____ day of _____, 2024