Bryant Parks Committee

Bishop Park Administration Building - Conference Room

Date: December 09, 2025 - **Time:** 6:00 PM

Call to Order

Approval of Minutes

1. October 14 Parks Committee Meeting

- Minutes-ParksCommittee-October2025 (1).pdf

Finance Reports

2. 3rd Quarter Finance Report

- Parks Committee Finance Report - September25 (1).pdf

Director's Report

3. Parks Department Monthly Summary - October

- Parks Directors Report - November25 (1).pdf

4. Parks Department Monthly Summary - November

- Parks Directors Report - December25.pdf

Public Comments

Old Business

Parks and Recreation

5. Request to Submit Letter of Intent to Bid on RFP to Provide Aging Services - Approved at October City Council Meeting

Currently Carelink is managing daily operations for the Bryant Senior Adult Center and has issued an RFP to contract those services out. The Parks Department is requesting support to submit a letter of intent to bid on these services. Completing the LOI does not bind us to submit a bid.

New Business

Parks and Recreation

6. Request to Bid on RFP to Provide Aging Services

Currently CareLink is managing daily operations for the Bryant Senior Adult Center and has issued an RFP to contract those services out. The Parks Department is requesting support to bid on these services.

7. Bryant Youth Association - 2026 Program Agreement

Annual Joint Use Agreement with the Bryant Youth Association for use of space in Bishop Park Community Center for after school and summer care and youth programming.

- Bryant Youth Association Program Agreement 2026 (1).pdf

8. Bryant Senior Adult Council - 2026 Program Agreement

Annual Joint Use Agreement with the Bryant Senior Adult Council for use of space in Bishop Park Community Center for senior adult programming.

- Senior Center Program Agreement 2026 (2).pdf

9. Bryant Historical Society - 2026 Program Agreement

Annual Joint Use Agreement with Bryant Historical Society for use of the building located at 200 SW 3rd St. for the purpose of a historical museum.

- Bryant Historical Program Agreement 2026.docx (2).pdf

Committee Comments

Adjournments

Bryant Parks Committee Meeting
October 14, 2025 - 6:30 PM
Boswell Municipal Complex - City Hall Court Room
210 SW 3rd Street

UNAPPROVED MINUTES

Call to Order - Amanda Jolly at 6:30 PM

Committee Members Present - Amanda Jolly, Jennifer Benning, Tony Williams, Lynn Farmer, Chera Moore and Drew Martin

Others Present - Parks Director Keith Cox, Parks Assistant Director Matt Martin, IT Support Technician Philip Plouch, Bryant Softball Association President Kara White, John Honeywell and Hunter Hobby with Volkert and City Council Member Jon Martin.

Approval of Minutes

1. **September 9 Parks Committee Meeting**

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

Presentations and Announcements

2. **Bryant Comprehensive Street Improvement Plan**

John Honeywell and Hunter Hobby of Volker requested support from the Parks Committee in promoting and providing input on a public survey currently available to gather feedback on transportation issues within the City of Bryant. The survey aims to collect citizen input to help prioritize infrastructure projects and guide funding decisions.

Committee members discussed with Vokert the project timeline, existing street conditions in Bryant and how future park developments may impact traffic patterns. When asked about current street related needs within current parks, Cox noted that the most pressing concerns are inadequate lighting and the need for a functional emergency exit on the south side of Bishop Park.

Associations / Club Reports

3. **Bryant Softball Association Annual Report**

Kara White provided a brief history of the Bryant Softball Association and an overview of its current structure. During the spring season, BSA hosted 18 league teams and accommodated 15 tournament teams that utilized its facilities for practice. The fall season also saw 18 league

teams, along with 13 teams participating in the middle school league. Both seasons experienced a notable increase in overall participation this year.

Discussion followed regarding how the league is currently advertised in the school district and the possibility of future expansion of the program.

Director's Report

4. **Parks Department Monthly Summary**

Cox presented the monthly summary of Parks and Recreation activities and previewed upcoming events at Mills Park, including the *It's A Wonderful Bryant* lighting festival and pickleball tournament. He provided updates on aquatics maintenance, noting progress on the pool cover installation and the Seresco dehumidification unit.

Cox informed the Committee that the Department did not receive the ARDOT TAP grant for lighting improvements at Bishop Park. However, they are still awaiting a decision on the AEDC Arkansas Community Assistance Grant, which would support lighting projects at both Bishop Park and Alcoa Park. He also announced that FEMA reimbursements have been received for damages related to the April flood.

Discussion followed regarding the Fall tournament season and the pivot to Sunday only tournaments.

Public Comments

There were no Public Comments

Old Business

There was no Old Business

New Business

There was no New Business

Committee Comments

There were no Committee Comments

Adjournment

Motion to adjourn by D. Martin, seconded by Benning. Motion carried.

Parks Finance Report

3rd Quarter - 2025

Revenues

Park	Account	Account Description	Budget	Actual	Available
General	R62	Sales Tax Transfer	$1,525,650	$1,144,224	25.00%
	R66	Sale of Equipment	$16,500	$0	100.00%
Mills	R50	Sale of Services	$91,000	$78,542	13.69%
Midland	R74	Use Agreement Fees	$35,000	$18,675	46.64%
Bishop	R30	Memberships	$277,475	$184,384	33.55%
	R33	Rentals/Participation Fees	$154,450	$134,650	12.82%
	R36	Programming	$148,000	$95,431	35.52%
	R50	Sale of Services	$130,500	$87,427	33.01%
	R60	Miscellaneous Revenue	$2,000	$30,475	-1423.75%
	R64	Reimbursement Revenue	$0	$56,610	
	R74	Sponsorships	$114,450	$97,248	15.03%
Alcoa	R36	Parks Rental	$1,000	$1,043	-4.30%
	R74	Use Agreement Fees	$5,000	$2,543	49.14%
Ashley	R36	Parks Rental	$7,000	$4,975	28.93%
		Total	**$2,508,025**	**$1,936,227**	**22.80%**

Expenses

Park	Account	Account Description	Budget	Actual	Available
General	E01	Personnel Expense	$884,112	$605,073	31.56%
	E10	Insurance & Tools	$8,637	$65	99.25%
	E20	Vehicle Expense	$22,316	$21,811	2.26%
	E30	Postage Expense	$500	$313	37.40%
	E40	Sales Tax Expense	$500	$37	92.60%
	E55	Professional Services	$47,600	$27,155	42.95%
	E60	IT Expense	$26,000	$27,686	-6.48%
	E72	Bond Expense	$304,650	$195,676	35.77%
	E85	Interest Expense	$37,221	$39,342	-5.70%
Mills	E01	Personnel Expense	$35,333	$32,106	9.13%
	E10	Building & Grounds Exp.	$62,333	$40,444	35.12%
	E30	Pool Supplies	$17,100	$15,353	10.22%
Midland	E10	Building & Grounds Exp.	$39,272	$40,873	-4.08%
Bishop	E01	Personnel Expense	$955,985	$750,897	21.45%
	E10	Building & Grounds Exp.	$671,098	$535,983	20.13%
	E20	Service & Repair	$11,797	$13,767	-16.70%
	E30	Supply Expense	$79,700	$56,697	28.86%
	E40	Operations Expense	$41,130	$38,458	6.50%
	E55	Professional Services	$119,300	$107,589	9.82%
Alcoa	E10	Building & Grounds Exp.	$23,312	$12,592	45.98%
Ashley	E80	Building & Grounds Exp.	$7,263	$6,092	16.12%
		Total	**$3,420,201**	**$2,596,327**	**24.09%**

Bryant Parks and Recreation
Director's Report
October 2025

- The Parks Department sent four professionals to the Arkansas Recreation and Parks Association Annual Conference and Tradeshow in Fort Smith on October 1-3. Kristin Robinson led an Aquatics Roundtable discussion at the event. For the 2025-2026 year, Kristin will be serving as Secretary on the ARPA Board and Keith Cox will be serving as Board Member At-Large.

- Bishop Park was the site for Fall Fest, hosted by the Greater Bryant Chamber of Commerce, on October 4 with approximately 2300 people in attendance.
- Bishop Park Baseball Complex hosted a USSSA baseball tournament on October 5.
- Bishop Park hosted the Bryant High School Danny Westbrook Invitational Cross Country meet on October 7.
- Bishop Park Softball Complex hosted the USA Softball Fall State tournament on October 11.
- Bishop Park Baseball Complex hosted a 2D Sports baseball tournament on October 12.
- The Bryant High School Hornet Swim Team began practicing at the Bishop Park Aquatic Center on October 15.
- Hosted a Water Safety Instructor class with 3 professionals from the new Conway Community Center on October 19-26.
- Bishop Park Baseball and Softball Complex hosted a 2D Sports baseball tournament on October 25 & 26.
- Bishop Park hosted a City of Bryant employee luncheon on October 30. First Service Bank came out and grilled 240 burgers for city employees.
- Mills Park hosted the inaugural Jack-O-Lantern Jamboree Trunk or Treat and Pickleball tournament at Mills Park on October 30. The pickleball tournament sold out with 20 teams and was costume themed. The Trunk or Treat had 20 vendors come out and serve candy to kids in our community. The event was very well attended and we received positive feedback from vendors and attendees.
- The Center and Aquatic Center will be closed on November 27 and 28 in observance of the Thanksgiving holiday.
- It's a Wonderful Bryant Tree and Trail lighting ceremony at Mills Park will take place on Thursday, December 4 at 5pm.

Bryant Parks and Recreation
Director's Report
October 2025

- Registration is open for the Ugly Christmas Spectacular Pickleball Tournament which will take place on Thursday, December 11th beginning at 5:30pm at Mills Park. The entry fee for this tournament is 2 new in the box toys per team. All toys will be donated to Arkansas Children's Hospital for their Festival of Stars toy drive.

- Youth Volleyball is still in season until November 8.
- Men's Basketball is still in season until November 23.
- All three Fall pickleball leagues at Bishop Park and Mills Park ended the week of October 20-24.
- Youth Basketball registration is still open until November 3.

- The new Seresco Dehumidification system is fully operational on the Bishop Park Aquatics Center. We are still working with the contractor on a few small items before final closeout.
- The new cover was installed on Mills Park Pool.
- The Splash Pad at Bishop Park has been winterized for the offseason. We are still working with the City Water Department to convert that to a flow-through system before next Summer.
- Replaced the double doors going from the cafeteria to the playground at the Bryant Youth Association.
- Overseeded the following areas with perennial rye grass to achieve consistent growth year-round:
    - Campbell Lacrosse Field and Dog Park at Alcoa Park
    - Baseball fields at Ashley Park

Bryant Parks and Recreation
Director's Report
November 2025

Programming & Events

- Disc Golf Glow League at The Traxx at Bishop Park began on November 3 and is still running every Monday night.
- Bishop Park Center hosted a Community Engagement Town Hall on November 6 with over 30 residents and community stakeholders in attendance.
- Youth Volleyball Season concluded on November 8.
- Ashley Park hosted the Heart of Bryant Block Party on November 15 with approximately 450 community members attending. The Parks Department worked with Bless Bryant to have the Park prepared for and maintained throughout the event and also ran a community kickball game during the event.
- Men's Basketball Season concluded on November 23.
- Youth Basketball Registration has closed. We have 680 participants and teams have been drafted and began practicing.
- It's a Wonderful Bryant Tree and Trail lighting ceremony at Mills Park will take place on Thursday, December 4 at 5pm.
- The Ugly Christmas Spectacular Pickleball Tournament will take place on Thursday, December 11th beginning at 5:30pm at Mills Park. The entry fee for this tournament is 2 new "in the box" toys per team. All toys will be donated to Arkansas Children's Hospital for their Festival of Stars toy drive.

Aquatics

- Bishop Park hosted an Aquatics Facility Operator class on November 5, in partnership with Parting Waters. We had two Bryant Parks employees successfully achieve their AFO certification, along with Parks professionals from Searcy, Harrison and Jonesboro attending the class.
- Bishop Park Aquatic Center hosted a Bryant HS Swim Meet on November 13 with 84 swimmers and 10 divers participating from Bryant, Benton, Lakeside, Lake Hamilton, Sylvan Hills, Lonoke, Mt. St. Mary's and North Little Rock high schools. Bryant Boys and Girls each won their respective divisions.
- The BASS Swim Team took second place overall at the AAU Swim Meet in Harrison on November 15. The boys team took 1st place and four BASS swimmers brought home high point awards.
- Installed a Nuvonic UV disinfection system on the Bishop Park Therapy Pool.
- Installed a new LED video board in the Bishop Park Aquatic Center.

Bryant Parks and Recreation
Director's Report
November 2025

- Installed a new Superior Swim Timing software for running swim and dive meets.

Parks Maintenance

- Installed new fencing and gate system behind the Bishop Park Center. Delivered electricity and internet to the gate system and call box for access controls.
- Patched the drive behind the aquatic center with concrete where a drain line for the Seresco unit and power and internet for the gate system was installed under the road at that location.
- Completed annual resurfacing of Bishop Park basketball courts.
- Installed backstop poles and nets for Midland Soccer Fields to prevent balls from going into the woods
- Winterized the following areas by turning off water, draining all pipes and faucets to prevent freezing and busting of pipes in areas without heat.
    - Mills Park Pool House
    - Mills Park Bathrooms between the Large Pavilion and Pool. The Playground Bathrooms will remain open for the winter.
    - Bishop Park Community Garden
    - Alcoa 40 Bark Park
- Overseeded the following areas with perennial rye grass to achieve consistent growth year-round:
    - Bishop Park Baseball Complex
    - Bishop Park Softball Complex
    - Midland Park Soccer Complex

Bryant Parks and Recreation Department
2026 Program Agreement

THIS AGREEMENT made and entered into on the _____ day of _____, 2025 by and between the City of Bryant Parks and Recreation Department, a department of the City of Bryant doing business at 210 S.W. 3rd Street, Bryant, Arkansas (hereinafter called "THE CITY"), and Bryant Youth Association, P.O. Box 129, Bryant, Arkansas (hereinafter called "BYA").

WITNESSETH

WHEREAS, THE CITY owns property at Bishop Park on Boone Road in Bryant, Arkansas, and;

WHEREAS, The use of said property for the purpose of a youth program has been considered the best use of this property for recreational purpose to better service the citizens of Bryant, Arkansas; the property is the 12,000 square feet on the first and second floor of the North Section of the Community Center and #2 & #3 basketball courts in the Center Gymnasium.

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

WHEREAS, BYA provides program administration and operations of the youth 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 certain areas of the Bryant Community Center as outlined herein to BYA for the operation of youth programming beginning on January 1, 2026 and ending on December 31, 2026. The named property will be used by BYA for programs and events provided to the City and its youth.

1. For a period not to exceed fifty years, BYA shall be permitted to use, upon payment of an annual fee of $1.00 which also covers the cost of monthly utilities (i.e. electricity and water/sewer expense), said facilities in sole consideration for the programs and services BYA provides to the City's youth and to provide programs and services for its members. Such Programs and services shall be operated in accordance with such guidelines as BYA shall determine to be appropriate. THE CITY will provide maintenance of the facilities in like manner and consistent with the support extended to other associations operating on City property and for performance of programs and services, including building maintenance for normal wear and tear to the area of the Community Center utilized by BYA, the City agrees to allow BYA use of specified areas of the Community Center at Bishop Park, including utilities associated with said usage. Building maintenance by the City does not include repairs for property damage caused by BYA or its members.

2. Notwithstanding the foregoing, however, the annual use of the premises shall continue until notification as provided in Section 15 below is given to end the terms of this agreement.

3. BYA agrees to furnish the City with an annual report when requested illustrating the activities of the BYA on behalf of the City, no later than December 31, 2026. This report will illustrate and demonstrate how THE CITY funds have been utilized in furtherance of the programs of BYA.

4. BYA agrees to furnish the City with its annual audited financial statement when requested within 30 days of the annual financial statement's completion, per fiscal year this agreement is in place.

5. Notices and reports required or permitted herein shall be in writing to the Mayor or City Council and shall be deemed delivered when actually received by the parties at the addresses described below:

    A. Mayor, City of Bryant, 210 S.W.3rd Street, Bryant, AR 72022;
    B. Executive Director, Bryant Youth Association, P.O. Box 129, Bryant, AR 72089.

6. BYA shall maintain insurance in amounts required by federal or state laws and hereby agrees to indemnify and hold harmless the City from any claims, lawsuits, judgments, or settlements brought as a result of the performance of this Agreement or BYA's provision of services hereunder.

7. The parties agree that THE CITY shall have no authority to direct the day-to-day activities of any BYA's employees, shall have no authority over BYA's personnel decision, or the conduct of the services and programs provided to the youth of Bryant.

8. It is agreed that THE CITY has no financial interest in the business of BYA and shall not be liable for any debts or obligations incurred by the BYA, nor shall THE CITY be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the BYA, or profits earned or derived by the BYA, nor shall BYA at any time or times use the name or credit of THE CITY in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

9. BYA, in the performance of its operation and obligations hereunder, shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as THE CITY may from time to time request to indicate that BYA is an independent contractor. THE CITY does not and will not assume any responsibility for the means by which or manner in which service by BYA shall be wholly responsible therefore.

10. In the event any clause, phrase, provision, sentence, or part of this Contract or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Use Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

11. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

The general conditions of this program agreement will be:

1. BYA will operate programs in accordance to 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. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program.
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. BYA shall indemnify and hold THE CITY, the City of Bryant, 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 BYA, its agents, employees, or program participants
6. 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 BYA without prior approval by THE CITY for any rental, assignment or subleased for any period longer than five (5) hours.
7. No alterations, changes, or modifications to change the intended use may be made to facilities by BYA, without first receiving written approval from THE CITY. The BYA must submit a detailed request in writing to THE CITY.
8. BYA assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BYA. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill BYA.
9. BYA must inspect facilities prior to each use. If damage is discovered to equipment or the facility that poses an immediate hazard or danger then BYA must immediately notify THE CITY. Damaged equipment or facility that does not pose a danger or hazard should be discussed with THE CITY. BYA must report any vandalism or theft to THE CITY within 24 (twenty-four) hours or next business day.
10. Two keys will be given to the Director of the BYA. The BYA will provide the Parks Director with door codes and key fobs.
11. BYA agrees to return this agreement signed by the appropriate persons, and any and all additional requested material.

12. BYA agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement if applicable. This list must include a MSDS for each chemical listed and BYA must ensure that each chemical is properly stored according to MSDS specifications. THE CITY must be made aware of the intention to use any form of chemical prior to its use or storage in the facility.
13. Additional conditions to be agreed upon not previously listed:
    A. BYA will control all litter by picking up litter their program creates. The litter must be placed in the proper receptacle by BYA and then be removed on a regular basis by THE CITY contracted trash service.
    B. BYA will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement. BYA understands that their program participants are in no way covered by insurance by THE CITY.
    C. BYA must contact THE CITY prior to any digging in the park area. The extensive underground wiring must be marked by THE CITY and One Call before any digging can begin. If this procedure is not followed and as a result any lines in the park are damaged, BYA will be responsible to pay for the cost of any and all repairs to the damaged lines.
    D. BYA will submit contact person(s) for after-business-hour emergencies. List responsibility of the person submitted.
    E. At the request of THE CITY, BYA will remove all their equipment at the completion of this agreement period.
    F. BYA will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY.
    G. THE CITY will notify the BYA 10 days prior to events scheduled during BYA programming hours that require courts #2 & #3.
    H. The BYA will give THE CITY 10 day notice when requesting using other space not outlined in this agreement.
    I. THE CITY will be responsible for clearing courts #2 & #3 for BYA programming. The BYA will assist THE CITY in set up of courts #2 & #3 for Parks Department programming at the conclusion of BYA programming.
    J. Either Party may terminate this Use Agreement by providing a 60 day written notice of its intent to not renew this agreement. Any such notice must be made 60 days but no more than 90 days prior to the end of any annual term of this agreement. Thus the period to notify a party's intent to cancel this agreement must be submitted in October of the calendar year for which the party wishes to terminate the agreement for the following fiscal year.

14. 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, structural work, lighting fixtures, etc…
    B. Non-permanent improvements will be retained by BYA and include: appliances, equipment, concession equipment, portable buildings, and etc., which were purchased by BYA.

15. For Annual Programs-
    A. A program agreement must be signed annually in order to guarantee use of a facility or area. THE CITY will provide at least a 60 day notice prior to the end of the term of this agreement of the City's intent to cancel, modify or otherwise change the terms of this Use Agreement. Any changes in programs of uses by BYA will be provided to THE CITY via a written notice provided at least 30 days prior to any such change in program or use of the facilities governed under this Use Agreement. BYA shall notify THE CITY no later than 60 days nor more than 90 days prior to the end of any annual term of this agreement of BYA's intent to discontinue use of the facilities and/or its intent to vacate the facilities provided for herein.
    B. Either party may amend this agreement when deemed necessary, but any amendment, alteration or change in this agreement, other than as provided for in paragraph 15 above, will only be affective by the mutual assent of both parties and will be effective when reduced to writing signed by both parties and attached to this original agreement.

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

CITY OF BRYANT, ARKANSAS	**BRYANT YOUTH ASSOCIATION**
_____	_____
Mayor Chris Treat	President
Attest:	
_____	_____
Mark Smith, City Clerk	Suzanne Passmore, Executive Director

Bryant Parks and Recreation Department
2026 Program Agreement

THIS AGREEMENT made and entered into on _____, 2025 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, #2, Bryant, Arkansas (hereinafter called "THE CITY"), and Bryant Senior Adult Center, doing business at 6401Boone Road, Number 3, Bryant, Arkansas 72022 (hereinafter called "BSAC").

WITNESSETH WHEREAS, THE CITY owns property at Bishop Park on Boone Road in Bryant, Arkansas, and;

WHEREAS, the use of said property for the purpose of senior adult activities has been considered the best use of this property for recreational purpose to better service the citizens of Bryant, Arkansas;

WHEREAS, THE CITY provides RECREATIONAL facilities in Bryant, and;

WHEREAS, BSAC provides program administration and operations of the senior adult activities 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 certain areas of the Bryant Community Center as outlined here, and pursuant to the terms contained in the separate contract entered into by the parties hereto, to BSAC for the operation of senior adult activities beginning on January 1, 2026 and ending on June 30, 2026.

The named property will be used by BSAC for special events and services for senior adults on the dates and times listed on the schedules as submitted to the BRYANT PARKS AND RECREATION DEPARTMENT (hereinafter, "the Department") by BSAC.

The general conditions of this program agreement will be:

1. BSAC 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. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program.

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 all applicable policies of THE CITY.

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. BSAC shall indemnify and hold, the City of Bryant, its Departments, and all of its employees and officials 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 BSAC, its agents, employees, or program participants.

6. 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 BSAC without prior approval by THE CITY. No alterations, changes, or modifications to change the intended use may be made to facilities by BSAC, without first receiving written approval from THE CITY. BSAC must submit a detailed request in writing to the Department.

7. BSAC assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BSAC. If the repair is neglected for a long period of time, as determined solely by THE CITY, THE CITY will make the necessary repairs and bill BSAC.

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

9. BSAC 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: daily use, special events, work dates, etc. Dates and times must not conflict with the Community Center schedule.

   Normal operation hours for BSAC are:
   7:30 AM - 3:30 PM Monday – Friday
   4:00 PM - 10:00 PM Saturday

   Hours of the Bryant Community Center are:
   6:00 AM - 8:00 PM Monday – Friday
   8:00 AM – 6:00 PM Saturday
   12:00 NOON – 6:00 PM Sunday

10. Two keys will be given to the Director of the BSAC. Duplicate keys shall only be given to responsible staff.

11. If requested by the Bryant Parks and Recreation Committee, BSAC agrees to provide a financial statement of the program(s) that this program agreement is written for if requested in writing separately of this agreement.

12. BSAC agrees to return this agreement signed by the appropriate persons, and any and all additional requested material.

13. BSAC 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 BSAC 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 the facility.

14. The DEPARTMENT reserves the right to utilize the facility outside of the BSAC hours of operation and programming. During these hours the DEPARTMENT will be allowed to use BSAC tables and chairs. The DEPARTMENT will prepare the space for normal BSAC programing after utilizing the space.

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

    A. BSAC will control all litter by picking up litter their program creates. The litter must be placed in the proper receptacle by BSAC and then be removed on a regular basis by a contracted trash service.

    B. BSAC will provide proper insurance for the programs they will be operating on city property. BSAC understands that their program participants are in no way covered by insurance by THE CITY. Proof of insurance shall be provided to THE CITY upon request.

    C. BSAC are responsible for payment of all utilities (for budgetary purposes the utilities cost shall stay at the current level that the BSAC is using at their previous facility).

    D. BSAC must contact the Department prior to any digging in the park area. The extensive underground wiring must be marked by the Department and One Call before any digging can begin. If this procedure is not followed and as a result any lines in the park are damaged, BSAC will be responsible to pay for the cost of any and all repairs to the damaged lines.

    E. BSAC will submit contact person(s) for after-business-hour emergencies. List responsibility of the person submitted.

    F. At the request of CITY, BSAC will remove all their equipment at the completion of this agreement period.

    G. BSAC will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY.

Other specific agreements or assurance:

Permanent improvements to facilities will become property of THE CITY. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, structural work, lighting fixtures, etc.

Non-permanent improvements will be retained by BSAC and include: appliances, equipment, concession equipment, portable buildings, and etc., which were purchased by BSAC.

For Annual Programs-

A program agreement must be signed annually in order to guarantee use of a facility or area. The signing of such agreement in no way binds the Parks and Recreation Department to notify BSAC of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of a particular facility and/or area for a specific time remains with the organization, group, or person wishing to use City of Bryant owned facilities and/or properties.

Bryant Parks and Recreation Department reserves the right to amend this agreement when it deems it necessary. BSAC may amend this agreement by the mutual assent of both parties. If this agreement is amended, it will be written and signed by both parties, and attached to this original agreement.

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

Dated this ____ day of _____, 2025.

City of Bryant,

A municipal Corporation, First Party, _____,
Mayor Chris Treat

Bryant Senior Adult Center, Second Party,

_____, Executive Director

Bryant Parks and Recreation Department

2026 Program Agreement

THIS AGREEMENT made and entered into on _____, 2025 by and between the City of Bryant Parks and Recreation Department, a department of the City of Bryant doing business at 210 S.W. 3rd Street, Bryant, Arkansas (hereinafter called "THE CITY"), and Bryant Historic Society, 200 SW 3rd, Bryant, Arkansas (hereinafter called "BHS").

WITNESSETH

WHEREAS, THE CITY owns property at 200 SW 3rd St. Bryant, Arkansas, and;

WHEREAS, the use of said property for the purpose of a historical museum has been considered the best use of this property for recreational purposes to better service the citizens of Bryant, Arkansas.

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

WHEREAS, BHS provides program administration and operations of the historical education programs 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 200 SW 3rd as outlined herein to BHS for the operation of historical education programming beginning on January 1, 2026 and ending on December 31, 2026. The named property will be used by BHS for programs and events provided to the City.

1. For a period not to exceed fifty years, BHS shall be permitted to use, upon payment of an annual fee of $1.00 which also covers the cost of monthly utilities (i.e. electricity and water/sewer expense), said facilities in sole consideration for the programs and services BHS provides to the City. Such Programs and services shall be operated in accordance with such guidelines as BHS shall determine to be appropriate. THE CITY will provide maintenance of the facilities in like manner and consistent with the support extended to other associations operating on City property and for performance of programs and services, including building maintenance for normal wear and tear to 200 SW 3rd, the City agrees to allow BHS use of 200 SW 3rd, including utilities associated with said usage. Building maintenance by the City does not include repairs for property damage caused by BHS or its visitors.

2. Notwithstanding the foregoing, however, the annual use of the premises shall continue until notification as provided in Section 15 below is given to end the terms of this agreement.

3. BHS shall maintain insurance in amounts required by federal or state laws and hereby agrees to indemnify and hold harmless the City from any claims, lawsuits, judgments, or settlements brought as a result of the performance of this Agreement or BHS's provision of services hereunder.

4. The parties agree that THE CITY shall have no authority to direct the day-to-day activities of any BHS's employees, shall have no authority over BHS's personnel decision, or the conduct of the services and programs provided.

5. It is agreed that THE CITY has no financial interest in the business of BHS and shall not be liable for any debts or obligations incurred by BHS, nor shall THE CITY be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the BHS, or profits earned or derived by the BHS, nor shall BHS at any time or times use the name or credit of THE CITY in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

6. BHS, in the performance of its operation and obligations hereunder, shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as THE CITY may from time-to-time request to indicate that BHS is an independent contractor. THE CITY does not and will not assume any responsibility for the means by which or manner in which service by BHS shall be wholly responsible therefore.

7. In the event any clause, phrase, provision, sentence, or part of this Contract or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Use Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

8. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

The general conditions of this program agreement will be:

1. BHS will operate programs in accordance to 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. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program.

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. BHS shall indemnify and hold THE CITY, the City of Bryant, 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.

6. 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 for any rental, assignment or subleased for any period longer than five (5) hours.

7. 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.

8. 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 BHS.

9. BHS must inspect facilities prior to each use. If damage is discovered to equipment or the facility that poses an immediate hazard or danger then BHS must immediately notify THE CITY. Damaged equipment or facility that does not pose a danger or hazard should be discussed with THE CITY. BHS must report any vandalism or theft to THE CITY within 24 (twenty-four) hours or next business day.

10. Two keys will be given to the Director of the BHS. The BHS will provide the Parks Director with door codes and key fobs.

11. BHS agrees to return this agreement signed by the appropriate persons, and any and all additional requested material.

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

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

    A. BHS will control all litter by picking up litter their program creates. The litter must be placed in the proper receptacle by BHS and then be removed on a regular basis by THE CITY contracted trash service.

    B. BHS will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement. BHS understands that their program participants are in no way covered by insurance by THE CITY.

    C. BHS will pay for weather damage to water lines, pumps, etc. if the BHS requests that the water be turned on before THE CITY deems acceptable due to weather conditions.

    D. BHS must contact THE CITY prior to any digging in the park area. The extensive underground wiring must be marked by THE CITY and One Call before any digging can begin. If this procedure is not followed and as a result any lines in the park are damaged, BHS will be responsible to pay for the cost of any and all repairs to the damaged lines.

    E. BHS will submit contact person(s) for after-business-hour emergencies. List responsibility of the person submitted.

    F. At the request of THE CITY, BHS will remove all their equipment at the completion of this agreement period.

    G. BHS will ensure that their employees or participants do not attempt to operate equipment belonging to THE CITY.

14. Either Party may terminate this Use Agreement by providing a 60 day written notice of its intent to not renew this agreement. Any such notice must be made 60 days but no more than 90 days prior to the end of any annual term of this agreement. Thus, the period to notify a party's intent to cancel this agreement must be submitted in October of the calendar year for which the party wishes to terminate the agreement for the following fiscal year.

15. 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, etc…

    B. Non-permanent improvements will be retained by BHS and include: appliances, equipment, concession equipment, portable buildings, and etc., which were purchased by BHS.

16. For Annual Programs-

    A. A program agreement must be signed annually in order to guarantee use of a facility or area. THE CITY will provide at least a 60 day notice prior to the end of the term of this agreement of the City's intent to cancel, modify or otherwise change the terms of this Use Agreement. Any changes in programs of uses by BHS will be provided to THE CITY via a written notice provided at least 30 days prior to any such change in program or use of the facilities governed under this Use Agreement. BHS shall notify THE CITY no later than 60 days nor more than 90 days prior to the end of any annual term of this agreement of BHS's intent to discontinue use of the facilities and/or its intent to vacate the facilities provided for herein.

    B. Either party may amend this agreement when deemed necessary, but any amendment, alteration or change in this agreement, other than as provided for in paragraph 15 above, will only be affective by the mutual assent of both parties and will be effective when reduced to writing signed by both parties and attached to this original agreement.

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

CITY OF BRYANT, ARKANSAS **Bryant Historical Society**

_____ _____

Mayor Chris Treat President

Attest:

_____

Mark Smith, City Clerk