Bryant Parks Committee

Boswell Municipal Complex - City Hall Conference Room

Date: May 16, 2022 - **Time:** 6:00 PM

Call to Order

Approval of Minutes

1. Minutes - April 18 Meeting

- Minutes 4-18-22.pdf

Finance Reports

2. Parks Finance Report

Finance Report presented to Council in April. These numbers reflect through the end of March 2022.

- Parks Committee Financial Report March year to date.pdf

Associations / Club Reports

Director's Report

3. Capital Improvement Requests - May 2022

Requests to go to council for funding of Capital Improvements at Mills Park Pavilion 1, Bishop Park Entrance and Bishop Park Aquatic Center.

- May 2022 Capital Req..pdf

Public Comments

Old Business

New Business

Parks and Recreation

4. Use Agreement - Barracudas

- UserAgreementBarracudas2022.pdf

Miscellaneous

Adjournments

BRYANT PARKS AND RECREATION COMMITTEE MEETING
AGENDA MINUTES
April 18, 2022 at 6:00 p.m.

Call to order
In attendance: Spencer McCorkel, Amanda Jolly, Lynn Farmer, Richard McKeown, Jason Whittington

Others: Keith Cox, Stacey Reynolds, Bret Budolfson, Walter Burgess

Approval of minutes – MM2 Jason Whitting, Richard McKeown to approve March 2022 minutes. Motion Passed Unanimously.

Finance Report – Cox presented finance report. Cox explained the revenues are down but so are expenses. McKeown asked about the Aerobics instructor line. Cox explained we no longer have an aerobics instructor under contract but would like to have one.

Directors Report –

Cox updated the committee on the new trail connecting Alcoa 40 to Mills Park through a TAP grant obtained by the Community Development Department.

Cox updated the committee on the master plan process we have selected and sent out invitations to the steering committee.

Cox invited Bret Budolfson to give update and answer questions about the master plan process.

Public Comments – Walter Burgess from the Planning Commission completement the Parks Committee on their work and offered any help the Committee might need.

OLD BUSINESS

Updated By-Laws – MM2 Spencer McCorkel, Jason Whittington. Motion Passed Unanimously.

NEW BUSINESS

Adjourn

Revenue

Account Number	Account Description	Budget Line Description	2022 Budget	2022 Actual
Designated Sales Tax	Xfer Designated Tax		$593,834.00	$148,458.00
Designated Sales Tax	Xfer Park 1/8 O & M		$742,292.00	$185,574.00
Mills Park R50	Mills Park Revenue	Admissions, Concessions, Rentals	$71,000.00	$5,411.00
Midland Park R74	Midland Revenue	CASC Participation Fee	$24,000.00	$0.00
Bishop Park R30	Bishop Revenue	Memberships	$370,000.00	$48,321.25
Bishop Park R33	Bishop Revenue	Rental Fees/Participation Fees (BAA/BSA)	$186,995.00	$23,050.00
Bishop Park R36	Bishop Revenue	Programming Fees	$156,000.00	$20,552.40
Bishop Park R50	Bishop Revenue	Concessions/Merchandise/Daily Admissions	$132,000.00	$17,388.80
Bishop Park R60	Miscellaneous Revenue		$5,000.00	$3,096.56
Bishop Park R74	Bishop Revenue	Sponsorships	$98,500.00	$13,493.21
Alcoa Park R36	Alcoa Revenue	Rental Fees	$1,000.00	$140.00
Alcoa Park R74	Alcoa Revenue	Sponsorships/Use Agreements	$5,000.00	$0.00
Ashley Park R36	Ashley Rental	Rentals	$5,000.00	$1,015.00
Ashley Park R60	Misc. Revenue		$0.00	$0.00
		Total	$2,390,621.00	$466,500.22

Expenses

Account Number	Account Description	Budget Line Description	2022 Budget	2022 Actual
General Parks E01	Personnel Expense		$843,301.38	$184,988.25
Parks General E10	Building & Grounds Exp.	Tools & Insurance	$3,526.00	$397.75
Parks General E20	Vehicle Expense		$30,133.39	$11,056.31
Parks General E30	Supply Expense	Postage	$100.00	$98.37
Parks General E40	Operations Expense	Sales Tax	$1,000.00	$588.66
Parks General E55	Professional Services	Accounting & Audit	$35,550.00	$8,090.00
Parks General E60	Miscellaneous Expense	IT Expenses	$18,105.00	$13,574.42
Parks General E72	Bond Expense	Amendment 78 Equipment Loan	$71,993.00	$21,886.92
Parks General E80	Fixed Assets	Equipment	$0.00	$18,081.08
Parks General E85	Interest Exp		$1,038.88	$396.07
Mills Park E01	Personnel Expense		$24,759.00	$0.00
Mills Park E10	Building & Grounds Exp.	Repairs/Maint/Utilities	$29,150.00	$4,204.76
Mills Park E30	Supplies	Concessions/Pool	$15,000.00	$0.00
Mills Park E80	Fixed Assest	Infastruture	$375,000.00	$0.00
Midland Park E10	Building & Grounds Exp.	Repairs/Maint/Utilities	$49,124.00	$12,376.50
Bishop Park E01	Personnel Expense		$736,879.08	$173,319.02

Bishop Park E10	Building & Grounds Exp.	Repairs/Maint/Utilities	$590,158.00	$166,617.93
Bishop Park E20	Vehicle Expense		$20,000.00	$4,882.09
Bishop Park E30	Supply Expense	Concessions/Programs	$82,500.00	$9,725.68
Bishop Park E40	Operations Expense	Aquatics/Credit Card Fees	$29,623.00	$7,168.75
Bishop Park E55	Professional Services	Advertising, Referees, Aerobics	$195,720.00	$36,378.78
Bishop Park E 60	Miscellaneous Expense	Inspections & Monitoring	$3,900.00	$303.25
Bishop Park E80	Fixed Assets	Infrastructure	$73,725.00	$0.00
Alcoa Park E10	Building & Grounds Exp.	Repairs/Maint/Utilities	$19,556.00	$6,982.52
Alcoa Park E80	Fixed Assets	Infrastructure	$0.00	$0.00
Ashley Park E10	Building & Grounds Exp.	Repairs/Maint/Utilities	$11,000.00	$690.66
Ashley Park E80	Fixed Assets	Infrastructure	$0.00	$0.00
		Total	$3,260,841.73	$681,807.77

* numbers from April Finance Reprot to Council / March year to date

Mills Park Pavillion			
	Framing/Carpentry		
		Remove and replace 2X6 tongue and groove pine decking $10,000 Material + $8640 Sand and paint the structu	$18,640.00
		Labor Remove and Replace Architectural Shingles (20squares with 30# Felt	$4,490.00
		Sand and paint the structure	$6,120.00
		Dump Fee/ Hauloff	$1,500.00
		Misc. Fasteners	$500.00
		Demo	$1,000.00
		Total	**$32,250.00**
	Masonry	Mortar and float out stone walls. Apply ledge stone over existing stone.	$15,000.00
	Electrical		
		Electrical Work	$4,000.00
		Light Fixture Budget	$2,000.00
		Total	**$6,000.00**
		Project Total	**$53,250.00**
		Original Est. Budget to Council - 75000	
Bishop Park Cross Walk			
		Joint project with Streets Dept.	**$15,000.00**
Aqutics			
		Non-Slip Flooring & ext painting	**$56,000.00**
		Total of all projects	**$124,250.00**

Bryant Parks and Recreation Department
2022 Program Agreement

THIS AGREEMENT made and entered into on _____**, 2022** 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 Barracudas, doing business at 690 W. Lawson RD Alexander, Arkansas (hereinafter called "BB").

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 Barracudas Swim Team 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 Barracudas 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 May 16, 2022 – July 30, 2022 and Mills Park Pool between May 31, 2022 – July 22, 2022** as outlined here to BB for the operation of Bryant Barracudas.

Named property will be used by BB 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. BB 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 DEPARTMENT's Facility. BB shall indemnify and hold the City of Bryant, its departments and all of its employees, and agents 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 BB, 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 BB without prior approval by THE CITY.

6. No alterations, changes, or modifications to change the intended use may be made to facilities by BB, without first receiving written approval from THE CITY. The BB must submit a detailed request in writing to THE CITY'S Park Department (hereinafter, "THE DEPARTMENT").

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

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

9. With this agreement, BB agrees to pay the charge of Summer Swim League fee, $1,750.00 **This payment is due in full before the first practice.**

10. The team roster must be turned in prior to the practice start date. Roster must include Name, Last Name, and DOB, home address and phone number, emergency contact name, address and phone number. Any changes to roster must be reported to the Aquatics Coordinator.

11. Bishop Park Pool Practice Schedule
MAY 16-27, 2022:
Monday-Thursday: 4:00-4:30 pm (6 lanes)
Friday: 4:00-5:00 pm (6 lanes) 5:00-5:30 pm (4 lanes)
Monday, Wednesday: 7:15-8:00 pm (6 lanes)
Tuesday, Thursday: 7-7:30 pm (3 lanes), 7:30-8:00 pm (6 lanes)
Friday: 6:30-7:00 pm (4 lanes), 7:00-8:00 pm (6 lanes)

MAY 31-JULY 29, 2022:
Monday - Friday: 7:00 am - 9:30 am (4 lanes)
Monday - Thursday: 8:00 pm - 9:00 pm (8 lanes and the therapy pool)

Mills Park Pool Practice Schedule
MAY 31-JULY 29, 2022:
Monday, Tuesday and Wednesday 7-8:30 pm

12. BB agrees to use Mills Park Pool outside of regular operation hours. Therefore, BB is responsible for closing up the facility and following closing procedures provided by THE CITY.

13. THE CITY will not provide lifeguards for Bishop Park and Mills Park Pool practices. BB is responsible for providing necessary supervision for practices. BB shall present to THE DEPARTMENT a current ARC Lifeguard certification, as well as an ARC Safety Training for Swim Coaches certification, for all coaches.

14. BB agrees to use only the Bishop Park Competition Pool with no more than the agreed upon lanes during the provided practice times.

15. BB will be allowed to host 3 swim meets for three (3) hours limit on each meet for no charge. BB agrees to pay $100.00 for every hour exceeding three (3) hours.

16. BB will NOT have an access to the timing system, starting system, and the scoreboard for the duration of the swim meets. Advertising on scoreboard, and hanging sponsor banners and signs requires an approval from the Department.

17. In order to participate on the Bryant Barracuda Swim Team and in its practices or meets, Bryant Barracuda Swim Team 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 coach or teacher present and supervising them. When practice ends, all non-members must leave before the coach or teacher leaves.

18. BB agrees to provide a volunteer for each practice to make sure every Bryant Barracudas 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.

19. Additional swim meets will be charged. The competition pool fee is $100.00/hour; therapy pool usage fee is $100/hour. The meet schedule must be turned in with this agreement. Dates and times must not conflict with THE DEPARTMENT work schedule without prior approval. Normal work hours for THE DEPARTMENT are: 8:00 AM - 5:00 PM Monday - Friday.

20. The Department has the first option to run the concession during those meets. BB shall not sublease any space or accept any donations that may conflict with concessions' operations without prior approval from The Department.

21. If requested by the Bryant Parks and Recreation Committee or City Council, BB 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.

22. BB agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before **May 16, 2022.**

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

A. BB 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 BB.

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

C. BB will submit contact person(s) for after business hours emergencies. List responsibility of person submitted.

D. At the request of THE DEPARTMENT, BB will remove all their equipment at the completion of this agreement period.

E. BB will insure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT.

24. 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 BB will provide a liaison to the BB meetings to assure the maintenance program is satisfactory.

F. Permanent improvements to facilities and fields will become property of THE DEPARTMENT.

G. Non-permanent improvements will be retained by BB.

The term of this Agreement shall be one (1) year, and shall begin on the first day of the month in which this Agreement is executed by the parties. This Agreement shall automatically be renewed for like terms of one (1) year each successively until this Agreement is terminated, unless a party gives ninety (90) days' notice, in advance of the termination date, of its intention to not renew. Bryant Parks and Recreation Department, or Bryant Barracudas 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 BB; and supersede any and/or all previous agreements, contracts, or leases.

CITY OF BRYANT,
A municipal Corporation, First Party,

_____, Mayor

User Organization,

_____,

Dated this _____ day of _____, 2022