Date: November 14, 2023 - **Time:** 6:00 PM

Call to Order

Director's Report

Public Comments

Old Business

New Business

Parks and Recreation

1. Coral Ridge Property

Committee to consider accepting this property donation for the development of park in Coral Ridge Subdivision.

- Coral Ridge.pdf

2. Oak Glenn Property

Committee to consider accepting the donation of these properties in Oak Glenn Subdivision for a future park and improvements to stormwater infrastructure. While it may not completely solve the issue, it would be a valuable addition to a neighborhood seeking assistance.

- Oak Glenn.pdf
- View 1 (4).jpg

3. Swim Use Agreements

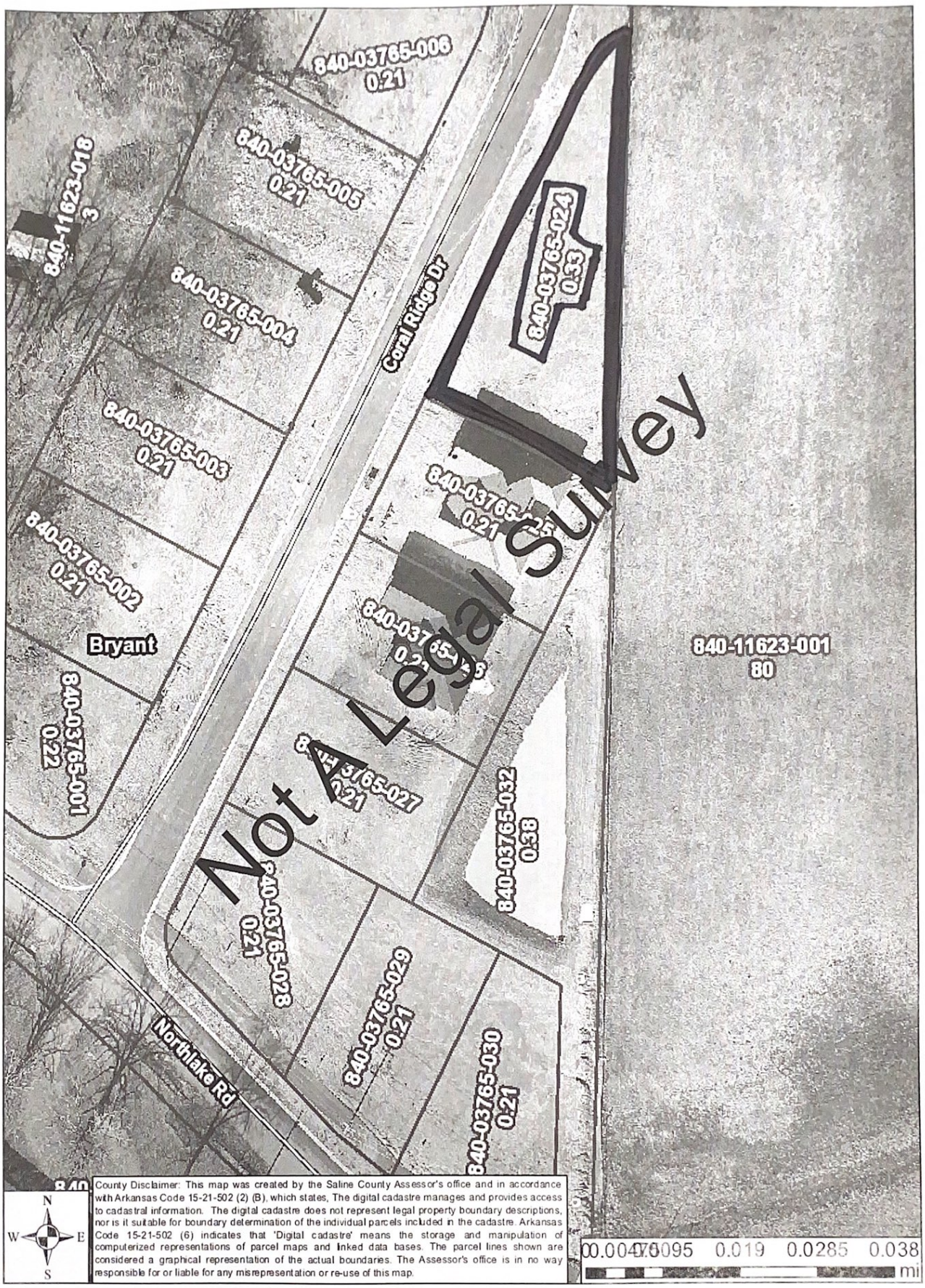
Bryant, Bauxite, and Lakeside High School

- UseAgreementBauxiteHS2023.pdf
- UseAgreementBHS2023.pdf
- UseAgreementLakesideHS2023.pdf

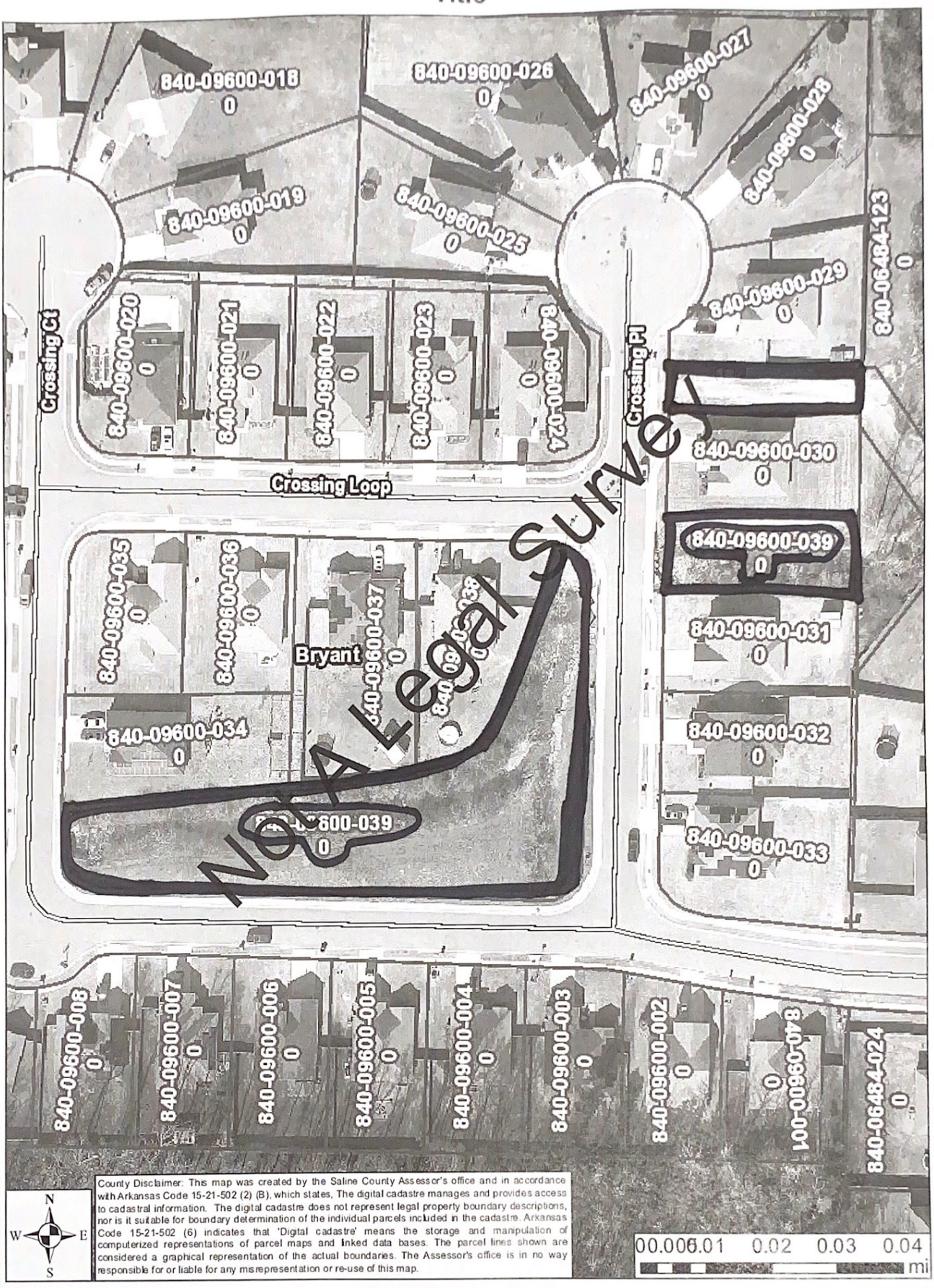
4. Salt County Lacrosse Use Agreement

- SCLax Use Agreement 2024.pdf

Title


840-03765-006
0.21
840-03765-005
0.21
840-11623-018
3
840-03765-004
0.21
840-03765-003
0.21
840-03765-002
0.21
840-03765-001
0.22
Bryant
Coral Ridge Dr
840-03765-024
0.53
840-03765-025
0.21
840-03765-026
0.21
840-03765-027
0.21
840-03765-028
0.21
840-03765-029
0.21
840-03765-030
0.21
840-03765-032
0.38
840-11623-001
80
Northlake Rd
Not A Legal Survey
N
W
E
S
County Disclaimer: This map was created by the Saline County Assessor's office and in accordance with Arkansas Code 15-21-502 (2) (B), which states, The digital cadastre manages and provides access to cadastral information. The digital cadastre does not represent legal property boundary descriptions, nor is it suitable for boundary determination of the individual parcels included in the cadastre. Arkansas Code 15-21-502 (6) indicates that 'Digital cadastre' means the storage and manipulation of computerized representations of parcel maps and linked data bases. The parcel lines shown are considered a graphical representation of the actual boundaries. The Assessor's office is in no way responsible for or liable for any misrepresentation or re-use of this map.
0.0047
0.0095
0.019
0.0285
0.038
mi

Title


840-09600-018
0
840-09600-026
0
840-09600-027
0
840-09600-028
0
840-09600-019
0
840-09600-025
0
840-06484-123
0
840-09600-029
0
Crossing Ct
Crossing Pl
840-09600-020
0
840-09600-021
0
840-09600-022
0
840-09600-023
0
840-09600-024
0
Crossing Loop
840-09600-030
0
840-09600-039
0
840-09600-035
0
840-09600-036
0
840-09600-037
0
Bryant
840-09600-031
0
840-09600-034
0
840-09600-032
0
840-09600-039
0
840-09600-033
0
NOT A Legal Survey
840-09600-008
0
840-09600-007
0
840-09600-006
0
840-09600-005
0
840-09600-004
0
840-09600-003
0
840-09600-002
0
840-09600-001
0
840-06484-024
0
N
W
E
S
County Disclaimer: This map was created by the Saline County Assessor's office and in accordance with Arkansas Code 15-21-502 (2) (B), which states, The digital cadastre manages and provides access to cadastral information. The digital cadastre does not represent legal property boundary descriptions, nor is it suitable for boundary determination of the individual parcels included in the cadastre. Arkansas Code 15-21-502 (6) indicates that 'Digital cadastre' means the storage and manipulation of computerized representations of parcel maps and linked data bases. The parcel lines shown are considered a graphical representation of the actual boundaries. The Assessor's office is in no way responsible for or liable for any misrepresentation or re-use of this map.
0 0.005 0.01 0.02 0.03 0.04
mi



landscape structures

Bryant Crossing Loop

1178739-01-01 • 9.8.2023

acs playground adventures

© 2023 Landscape Structures. All Rights Reserved

Bryant Parks and Recreation Department
2023-2024 Program Agreement

THIS AGREEMENT made and entered into on _____, 2023 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY"), and Bauxite High School Swim Team, doing business at 800 School Street Bauxite Arkansas (hereinafter called "Bauxite HS").

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 Bauxite 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, Bauxite High School Swim Team 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 November 1st, 2022– Feb 28th, 2023 as outlined here to Bauxite HS for the operation of Bauxite High School Swim Team.

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

7. Bauxite HS assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by Bauxite HS. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the Bauxite HS.
8. Bauxite HS must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger Bauxite HS must immediately notify THE DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. Bauxite HS must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
9. With this agreement, Bauxite HS agrees to pay the charge of High School Swim League fee of $330 to practice during the scheduled practice time. Payment must be received by November 12, 2023.
10. Available Practice Schedule is Monday, Tuesday and Thursday, 3:30 pm – 5:00 pm with 1 lane.
11. The team roster must be turned in before November 13, 2023. Roster must include Name, Last Name, DOB, home address and phone number, emergency contact name, address and contact number.
12. The Department will not provide lifeguard during Bauxite practice times.
13. Swimmers will be expected to check in at the Aquatic Front desk each time they enter the facility.
14. In order to participate on the Bauxite High School Swim Team and in its practices or meets, Bauxite 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.
15. Bauxite HS agrees to provide a volunteer for each practice to make sure every Bauxite 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.
16. Bauxite HS agrees to return this agreement signed by the appropriate persons and any and all additional requested material before November 15, 2023.
17. Additional conditions to be agreed upon not previously listed:
    A. Bauxite HS 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 Bauxite HS.
    B. Bauxite HS 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. Bauxite HS understands that their program participants are in no way covered by insurance by THE CITY OR THE DEPARTMENT.
    C. Bauxite HS will submit contact person(s) for after business hours' emergencies.
    D. At the request of THE DEPARTMENT, Bauxite HS will remove all their equipment at the completion of this agreement period.
    E. Bauxite HS will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY OR THE DEPARTMENT.
18. 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 Bauxite HS will provide a liaison to the Bauxite HS 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 Bauxite HS.

19. This Agreement shall automatically be renewed for like terms for successive one (1) year periods until this Agreement is terminated by either party.
20. 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.
21. THE CITY or Bauxite HS may amend this agreement by the mutual assent of both parties.

    THE CITY or Bauxite High School Swim Team 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

    Bauxite HS Authorized Agent,

    _____,

    Dated this _____ day of _____, 2023

Bryant Parks and Recreation Department
2023-2024 Program Agreement

THIS AGREEMENT made and entered into on _____, 2023 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. 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 Facility. 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, 2023. 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, 2023.
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 their equipment at the completion of this agreement period.
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 _____, 2023

Bryant Parks and Recreation Department
2023-2024 Program Agreement

THIS AGREEMENT made and entered into on _____, 2023 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY"), and Lakeside High School Dive Team, doing business at 2871 Malvern Ave., Hot Springs, Arkansas 71901 (hereinafter called "Lakeside HS").

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 Lakeside High School Dive 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, Lakeside High School Dive Team provides program administration and operations of the Dive 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 November 1st, 2023– Feb 28th, 2024 as outlined here to Lakeside HS for the operation of Lakeside High School Dive Team.

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

7. Lakeside HS assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by Lakeside HS. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the Lakeside HS.
8. Lakeside HS must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger Lakeside HS must immediately notify THE DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. Lakeside HS must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
9. With this agreement, Lakeside HS agrees to pay the charge of High School Swim League fee of $580.00 to practice during the scheduled practice time. Payment must be received by November 15, 2023.
10. Practice Schedule is Wednesdays, 6:00 pm – 7:00 pm and Saturdays, 9:00 am – 10:30 am.
11. The team roster must be turned in before November 15, 2023. Roster must include Name, Last Name, DOB, home address and phone number, emergency contact name, address and contact number.
12. Divers will be expected to check in at the Aquatic Front desk each time they enter the facility.
13. Lakeside HS must provide a dive coach on the pool deck at all times that the students are using the diving board.
14. In order to participate on the Lakeside High School Dive Team and in its practices or meets, Lakeside HS divers 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.
15. Lakeside HS agrees to provide a diving coach for each practice to make sure every Lakeside High School Dive 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.
16. Lakeside HS agrees to return this agreement signed by the appropriate persons and any and all additional requested material before November 15, 2023.
17. Additional conditions to be agreed upon not previously listed:
    A. Lakeside HS 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 Lakeside HS.
    B. Lakeside HS 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. Lakeside HS understands that their program participants are in no way covered by insurance by THE CITY OR THE DEPARTMENT.
    C. Lakeside HS will submit contact person(s) for after business hours' emergencies.
    D. At the request of THE DEPARTMENT, Lakeside HS will remove all their equipment at the completion of this agreement period.
    E. Lakeside HS will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY OR THE DEPARTMENT.
18. 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 Lakeside HS will provide a liaison to the Lakeside HS 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 Lakeside HS.

19. This Agreement shall automatically be renewed for like terms for successive one (1) year periods until this Agreement is terminated by either party.
20. 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.
21. THE CITY or Lakeside HS may amend this agreement by the mutual assent of both parties.

THE CITY or Lakeside High School Dive Team 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 LHS; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant,
A municipal Corporation,

_____, Mayor

Lakeside HS Authorized Agent,

_____,

Dated this _____ day of _____, 2023

Bryant Parks and Recreation Department
2024 Program Agreement

THIS AGREEMENT made and entered into on _____, 2023 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY"), and Salt County Lacrosse, doing business at 6025 Lodestone Dr. Alexander, AR 72002 (hereinafter called "SCLAX").

WITNESSETH

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

WHEREAS, the use of said property for the purpose of the Salt County Lacrosse program has been considered the best use of this property for recreational purposes 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, Salt County Lacrosse provides program administration and operations of the lacrosse 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 the Alcoa 40 Multipurpose Field between January 1, 2024 and May 31, 2024 as outlined here to SCLAX for the operation of Salt County Lacrosse Teams.

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

The general conditions of this program agreement will be:

1. SCLAX 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 Facility. SCLAX 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 SCLAX, 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 SCLAX without prior approval by THE CITY.

6. No permanent alterations, changes, or modifications to change the intended use may be made to facilities by SCLAX, without first receiving written approval from THE CITY. SCLAX must submit a detailed request in writing to THE CITY'S Park Department (hereinafter, "THE DEPARTMENT").
7. SCLAX assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by SCLAX. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill SCLAX.
8. SCLAX must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger, SCLAX must immediately notify THE DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. SCLAX must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day. SCLAX is permited to keep their equipment, supplies, etc. in the storage room at the restrooms and pavilion as space allows. THE DEPARTMENT will not be responsible for any costs associated with any damage or theft to equipment being housed at a Bryant park.
9. SCLAX 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 SCLAX.
10. SCLAX and THE DEPARTMENT will submit contact person(s) for after business hours' emergencies.
11. At the request of THE DEPARTMENT, SCLAX will remove all their equipment at the completion of this agreement period.
12. SCLAX will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY or THE DEPARTMENT.
13. SCLAX agrees to pay THE DEPARTMENT $1500 to cover the cost of field maintenance, labor, utilities, and other materials as needed. This amount is due by January 31st, 2024.
14. SCLAX will be responsible for lining and painting of game field.
15. THE DEPARTMENT agrees to the following specific conditions and assurances:
    A. Alcoa 40 Park Multipurpose field will be maintained on a regular schedule. Maintenance includes mowing and weedeating on and around game field. SCLAX agrees to assist with mowing of game field when able.
    B. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.
    C. Permanent improvements to facilities and fields will become property of THE CITY.
    D. Non-permanent improvements will be retained by SCLAX.

THE CITY or SCLAX 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 SCLAX; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant,
A municipal Corporation,

_____, Mayor

Salt County Lacrosse Authorized Agent,

_____