



Bryant Parks Committee Meeting

Monday, December 6, 2021

6:00 PM

Boswell Municipal Complex-City Hall Courtroom
210 SW 3rd Street

Or watch live on YouTube at:

<https://www.youtube.com/c/BryantArkansas>

Agenda

CALL MEETING TO ORDER

COMMENTS FROM THE PUBLIC

APPROVAL OF MINUTES

1. November 2021

ASSOCIATIONS OR CLUBS REPORTS

DIRECTOR'S REPORT

FINANCE REPORT

1. Budget Status

OLD BUSINESS

2022 Meeting Dates - Jan. 18, Feb. 15, Mar. 21, Apr. 18, May 16, Jun. 20, Jul. 18, Aug. 15, Sep. 19, Oct. 17, Nov. 21, Dec. 19
Jan. 18, Feb. 15, Mar. 21, Apr. 18, May 16, Jun. 20, Jul. 18, Aug. 15, Sep. 19, Oct. 17, Nov. 21, Dec. 19

NEW BUSINESS

1. B&G Club / Sr. Adult Center Agreements

MISCELLANEOUS

ADJOURNMENT

Bi-Laws Workshop

**BRYANT PARKS AND RECREATION COMMITTEE MEETING
AGENDA MINUTES
November 1, 2021 at 6:00 p.m.**

CALL MEETING TO ORDER

In attendance: Spencer McCorkel, Jordan O’Roark, Renee Curtis, Amanda Jolly, Lynn Farmer

Others: Chris Treat, Keith Cox, Stacey Reynolds, Rhonda Sanders, Dan Beranek, Brett Budolfson

COMMENTS FROM THE PUBLIC

None.

ANNOUNCEMENTS

None.

ASSOCIATIONS OR CLUBS REPORT

None.

ALCOHOL PERMITS

None.

FINANCE REPORT

No Discussion

Directors Report

Treat gave an update on the current and future capital improvement projects

OLD BUSINESS

None

NEW BUSINESS

Master Plan

Dan Beranek, Brett Budolfson gave a presentation introducing McClelland Consulting Engineers, Inc. and the master planning process.

Treat asked the committee to recommend to council that the 50K designated by council for a skate park design and build be used for a master plan that will also include a skate park design.

McCorkel made the above motion, O’Roark 2nd motion passed unanimously.

2022 Use Agreements

5-yr agreements BSA, BAA, CASC

Treat explained the agreements with the BSA, BAA, & CASC do not usually change year to year thus the request for 5-year agreements. He did note the one change this year is to the BAA agreement going up \$5 on participation fees (baseball only) in order to staff parks personnel at BAA programming to help with logistics or any needs that come up.

O’Roark made a motion to recommend the 5-year agreements to council, Curtis 2nd motion passes unanimously

1 year agreements Bryant Swim, Bauxite Swim, & Lacrosse

Treat explained these agreements change year to year thus the need to bring them before the committee every year. Cox explained a change in the Bryant Swim agreement. Bryant Swim will now pay a facility rental and collect the money for participating schools. In the past the department collected the fees.

Curtis made a motion to recommend all three agreements to council, McCorkel 2nd motion passes unanimously.

Old Disc Golf Baskets

Treat requested donating the baskets and new sleeves to be purchased by the Dept to Bryant School District for a 9-hole disc golf course on school property.

Farmer made motion to donate the baskets to the school. O’Roark 2nd motion passes unanimously.

Update By-Laws

The committee decided to host a workshop following its December meeting to work on rewriting committee by-laws

McCorkel made motion, O’Roark 2nd motion passes unanimously.

2022 Meeting Dates

The committee decided to meet the 3rd Monday in Jan/Feb and 3rd Tuesday the March – Dec. of 2022. This will be officially adopted in Dec.

Adjournment

Revenue

Account Number	Account Description	Budget Line Description	2021 Budget	2021 Actual
Designated Sales Tax	Xfer Designated Tax		\$525,004.00	\$437,500.00
Designated Sales Tax	Xfer Park 1/8 O & M		\$624,996.00	\$520,830.00
Mills Park R50	Mills Park Revenue	Admissions, Concessions, Rentals	\$71,000.00	\$66,234.42
Midland Park R74	Midland Revenue	CASC Participation Fee	\$24,000.00	\$28,375.00
Bishop Park R30	Bishop Revenue	Memberships	\$370,000.00	\$142,350.88
Bishop Park R33	Bishop Revenue	Rental Fees/Participation Fees (BAA/BSA)	\$186,995.00	\$86,610.00
Bishop Park R36	Bishop Revenue	Programming Fees	\$156,000.00	\$95,523.65
Bishop Park R50	Bishop Revenue	Concessions/Merchandise/Daily Admissions	\$132,000.00	\$78,593.20
Bishop Park R60	Miscellaneous Revenue		\$5,000.00	\$9,137.29
Bishop Park R74	Bishop Revenue	Sponsorships	\$98,500.00	\$94,650.00
Alcoa Park R36	Alcoa Revenue	Rental Fees	\$6,000.00	\$250.59
Alcoa Park R74	Alcoa Revenue	Sponsorships/Use Agreements	\$5,000.00	\$0.00
Ashley Park R36	Ashley Rental	Rentals	\$5,000.00	\$3,351.91
Ashley Park R60	Misc. Revenue	A&P Funds	\$217,194.93	\$217,194.93
		Total	\$2,209,495.00	\$1,563,406.94

Expenses

Account Number	Account Description	Budget Line Description	2021 Budget	2021 Actual
General Parks E01	Personnel Expense		\$905,121.00	\$634,123.25
Parks General E10	Building & Grounds Exp.	Tools & Insurance	\$3,884.00	\$1,463.91
Parks General E20	Vehicle Expense		\$25,800.00	\$25,098.78
Parks General E30	Supply Expense	Postage	\$100.00	\$70.63
Parks General E40	Operations Expense	Sales Tax	\$1,000.00	\$845.63
Parks General E55	Professional Services	Accounting & Audit	\$30,362.59	\$22,010.29
Parks General E60	Miscellaneous Expense	IT Expenses	\$20,895.00	\$20,232.57
Parks General E72	Bond Expense	Amendment 78 Equipment Loan	\$64,450.98	\$53,576.94
Parks General E80	Fixed Assets	Equipment	\$12,000.00	\$11,431.40
Parks General E85	Interest Exp		\$3,997.80	\$2,283.06
Mills Park E01	Personnel Expense		\$30,259.50	\$28,831.66
Mills Park E10	Building & Grounds Exp.	Repairs/Maint/Utilities	\$28,650.00	\$25,510.76
Mills Park E30	Supplies	Concessions/Pool	\$15,000.00	\$14,380.25
Midland Park E10	Building & Grounds Exp.	Repairs/Maint/Utilities	\$48,620.00	\$23,529.20
Bishop Park E01	Personnel Expense		\$645,685.09	\$566,823.23
Bishop Park E10	Building & Grounds Exp.	Repairs/Maint/Utilities	\$638,653.00	\$605,229.15

Bishop Park E20	Vehicle Expense		\$16,500.00	\$16,051.93
Bishop Park E30	Supply Expense	Concessions/Programs	\$82,500.00	\$50,197.47
Bishop Park E40	Operations Expense	Aquatics/Credit Card Fees	\$29,623.00	\$17,813.67
Bishop Park E55	Professional Services	Advertising, Referees, Aerobics	\$149,720.00	\$84,248.25
Bishop Park E 60	Miscellaneous Expense	Inspections & Monitoring	\$3,900.00	\$659.32
Bishop Park E80	Fixed Assets	Infrastructure	\$180,975.00	\$29,012.00
Alcoa Park E10	Building & Grounds Exp.	Repairs/Maint/Utilities	\$9,160.00	\$9,826.14
Alcoa Park E80	Fixed Assets	Infrastructure	\$52,482.00	\$159,343.52
Ashley Park E10	Building & Grounds Exp.	Repairs/Maint/Utilities	\$10,000.00	\$8,093.91
Ashley Park E80	Fixed Assets	Infrastructure	\$170,489.93	\$164,244.93
		Total	\$3,009,338.96	\$2,410,686.92

* numbers from Finance Report to City Council Nov. 16th 2021

**Bryant Parks and Recreation Department
2022 Program Agreement**

THIS AGREEMENT made and entered into on _____, 2021 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, D/B/A Bryant Boys and Girls Club, P.O. Box 129, Bryant, Arkansas (hereinafter called "BGC").

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.

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

WHEREAS, BGC 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 BGC for the operation of youth programming beginning on January 1, 2021 and ending on December 31, 2021. The named property will be used by BGC for programs and events provided to the City and its youth.

1. For a period not to exceed fifty years, BGC 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 BGC 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 BGC 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 BGC, the City agrees to allow BGC 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 BGC 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. BGC agrees to furnish the City with an annual report illustrating the activities of the BGC on behalf of the City, no later than December 31, 2021. This report will illustrate and demonstrate how THE CITY funds have been utilized in furtherance of the programs of BGC.
4. BGC agrees to furnish the City with its annual audited financial statement 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:
 - i. Mayor, City of Bryant, 210 S.W.3rd Street, Bryant, AR 72022;
 - ii. Executive Director, Boys and Girls Club of Bryant, P.O. Box 129, Bryant, AR 72089.
6. BGC 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 BGC'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 BGC's employees, shall have no authority over BGC's personnel decision, or the conduct of the services and programs provide to the youth of Bryant.
8. It is agreed that THE CITY has no financial interest in the business of BGC and shall not be liable for any debts or obligations incurred by BGC, nor shall THE CITY be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the BGC, or profits earned or derived by the BGC, nor shall BGC 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. BGC, 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 BGC 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 BGC 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. BGC 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. BGC 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 BGC, 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 BGC 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 BGC, without first receiving written approval from THE CITY. The BGC must submit a detailed request in writing to THE CITY.
8. BGC assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BGC. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill BGC.
9. BGC must inspect facilities prior to each use. If damage is discovered to equipment or the facility that poses an immediate hazard or danger then BGC must immediately notify THE CITY. Damaged equipment or facility that does not pose a danger or hazard should be discussed with THE CITY. BGC must report any vandalism or theft to THE CITY within 24 (twenty-four) hours or next business day.
10. Two keys will master keys be given to the Director of the BGC. The BGC will provide the parks director with door codes and key fobs.
11. BGC agrees to return this agreement signed by the appropriate persons, and any and all additional requested material.
12. BGC 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 BGC must insure 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. BGC will control all litter by picking up litter their program creates. The litter must be placed in the proper receptacle by BGC and then be removed on a regular basis by THE CITY contracted trash service. If excessive litter must be picked up after 24 hours of the program by THE CITY, BGC will be charged \$10 for each individual man hour worked.
 - B. BGC will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement. BGC understands that their program participants are in no way covered by insurance by THE CITY.
 - C. BGC will pay for weather damage to water lines, pumps, etc. if the BGC requests that the water be turned on before THE CITY deems acceptable due to weather conditions.

- D. BGC must contact THE CITY prior to any digging in the park area. The extensive under ground 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, BGC will be responsible to pay for the cost of any and all repairs to the damaged lines.
 - E. Bishop Park plans to be Arkansas Parks and Tourism Department Grant Park and all APTD Guidelines must be followed for improvements, preparations, etc. for special events and must be approved by the Director of THE CITY after approval from THE CITY of Parks and Tourism, prior to any alteration of the park.
 - F. BGC will submit contact person(s) for after-business-hour emergencies. List responsibility of the person submitted.
 - G. At the request of THE CITY, BGC will remove all their equipment at the completion of this agreement period.
 - H. BGC will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY.
 - I. THE CITY will provide the BGC with Field B1 from August 1, 2020 – November 31st, 2020 (Monday – Friday 5:30-8:30).
 - J. THE CITY will notify the BGC 10 days prior to events scheduled during BGC programming hours that require courts #2 & #3.
 - K. The BGC will give THE CITY 10 day notice when requesting using other space not outlined in this agreement.
 - L. THE CITY will be responsible for clearing courts #2 & #3 for BGC programming. The BGC will assist THE CITY in set up of courts #2 & #3 for Parks Department programming at the conclusion of BGC programming.
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 BGC and include: appliances, equipment, concession equipment, portable buildings, and etc... which were purchased by BGC.

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 BGC 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. BGC 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 BGC'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

BOYS' AND GIRLS' CLUB OF BRYANT

Mayor Allen Scott

President,

Attest:

Sue Ashcraft, City Clerk

Suzanne Passmore, Executive Director

**Bryant Parks and Recreation Department
2022 Program Agreement**

THIS AGREEMENT made and entered into on _____, 2021 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 CENTRAL ARKANSAS DEVELOPMENT COUNCIL DOING BUSINESS AS Bryant Senior Adult Center, 321 Edison, Benton, Arkansas (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, 2021 and ending on December 31, 2021.

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 the Department are:
8:00 AM – 5:00 PM Monday – Friday

Hours of the Bryant Community Center are:
6:00 AM - 9:00 PM Monday – Friday
8:00 AM – 8:00 PM Saturday
12:00 NOON – 8:00 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 insure 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 will utilize the space :

Monday – Friday 3:30 p.m. – 9:00 p.m.

Saturday 8:00 a.m. – 4:00 p.m.

2nd, 3rd, 4th, 5th, Sundays 8:00 a.m. – 9:00 p.m.

During these hours the DEPARTMENT will be allowed to use BSAC tables and chairs. The DEPARTMENT will prepare the space for normal BSAC programming 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. If excessive litter must be picked up after 24 hours of the program by THE CITY, BSAC will be charged \$10 for each individual man hour worked.

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

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 under ground 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. Bishop Park plans to be an Arkansas Parks and Tourism Department Grant Park and all APTD Guidelines must be followed for improvements, preparations, etc. for special events and must be approved by the Director of the Department after approval from the Department of Parks and Tourism, prior to any alteration of the park.
- F. BSAC will submit contact person(s) for after-business-hour emergencies. List responsibility of the person submitted.
- G. At the request of CITY, BSAC will remove all their equipment at the completion of this agreement period.
- H. 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 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.

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 Parks and Recreation 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 _____, 2020. City of Bryant,

A municipal Corporation, First Party,
_____, Mayor Allen Scott

Central Arkansas Development Council User Organization, Second Party,
_____, Executive Director