

ORDINANCE NO. 2015 - 40

**AN ORDINANCE AMENDING ORDINANCE NO 2010-08, AS PREVIOUSLY
AMENDED, TO ADJUST CERTAIN FEES AND FOR OTHER PURPOSES**

WHEREAS, the City of Bryant wishes to adjust certain fees for using facilities within the City of Bryant Parks Department.

**THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
BRYANT, SALINE COUNTY, ARKANSAS THAT:**

Section 1. Fees

Attachment A, of Ordinance no. 2010-08 as amended from time to time, is hereby amended by and replaced with Attachment A hereto. Said fees are subject to the sole discretion of the Council and without advance notice. The remaining provisions of Ordinance No. 2010-08 shall remain in full force and effect.

Section 2. Severability

Should any title, section, paragraph, item, sentence, clause, or phrase of this ordinance be declared or adjudged invalid or unlawful by a court of competent jurisdiction, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged or unconstitutional was not originally a part of the ordinance.

Section 4. General Repealer

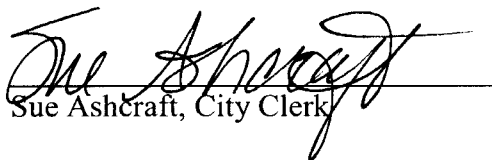
All laws, ordinances, resolutions, or parts of the same, that are inconsistent with the provisions of this ordinance, are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED this 17 day of Nov., 2015.



Mayor Jill Dabbs

ATTEST:



Sue Ashcraft, City Clerk

Bishop Park Fees

1. Community Center Membership

| <u>Category</u> | <u>Daily</u> | <u>Multiple</u> | <u>3-month</u> | <u>Annual</u> | <u>(Monthly)**</u> |
|---|--------------|-----------------|----------------|---------------|--------------------|
| Adults (18-54 yrs) | \$6.00 | \$45.00 | \$90.00 | \$300.00 | \$25.00 |
| Youth (4-17 yrs) | \$4.00 | \$30.00 | \$45.00 | \$120.00 | \$10.00 |
| Senior (55+) | \$4.00 | \$30.00 | \$45.00 | \$120.00 | \$10.00 |
| Family* | N/A | N/A | \$190.00 | \$500.00 | \$42.00 |
| Additional Adult (18-54 yrs) | | | \$75.00 | \$200.04 | \$16.67 |
| Additional Youth (4-17 yrs) | | | \$30.00 | \$75.00 | \$6.25 |
| Members with Disability** Must provide a doctor's note stating your permanent disability | \$4.00 | \$30.00 | \$45.00 | \$120.00 | \$10.00 |

| <u>Category</u> | <u>3-month</u> | <u>6-month</u> |
|--|----------------|----------------|
| College Student Must provide proof of current or next semester enrollment, in the form of a semester class schedule. | \$30.00 | 60.00 |

*Family includes 2 adults and up to three youth, each additional adult would be \$75.00 for the 3 month and \$200.00 for the annual and each additional youth would be \$30.00 for the 3 month and \$75.00 for the annual. Families with college students (18 years+) can be counted as youths. Must provide proof of current or next semester enrollment.

**Monthly fees available only with written authorization to withdraw monthly dues from the member's checking or savings account for a period of no less than twelve (12) months. Monthly draft can be cancelled by giving the Parks Director 30-days notice in writing. Monthly draft participants who cancel before the expiration of the twelve (12) month period will be charged the remaining balance of the twelve (12) month membership.

***Caregivers for Members with Special Needs: An individual who accompanies a member who suffers from a medically-documented disability and requires physical assistance in order to use the Center's facilities will be considered a Caregiver. Individuals receiving assistance from multiple caregivers are not required to purchase memberships for each caregiver. A single pass may be used by any one of a member's caregivers at a time, only when that caregiver is accompanying the disabled member for whom he/she is providing assistance.

2. Meeting Rooms

The large meeting room (upstairs) will hold approximately 300 people or approximately 150 when divided. The small meeting room (downstairs) will hold approximately 100 people or approximately 50 when divided. The meeting rooms can be rented for the following fees:

- a) Large Meeting Rooms (both meeting rooms upstairs)
 - \$60.00 per hour
 - \$200.00 for 4 hours
 - \$400.00 for 8+ hours
- b) Large Meeting Room (one meeting room upstairs)
 - \$30.00 per hour
 - \$100.00 for 4 hours
 - \$200.00 for 8+ hours
- c) Small Meeting Rooms (both meeting rooms downstairs)
 - \$40.00 per hour
 - \$130.00 for 4 hours
 - \$260.00 for 8+ hours
- d) Small Meeting Room (one meeting room downstairs)
 - \$20.00 per hour
 - \$60.00 for 4 hours
 - \$130.00 for 8+ hours

3. Party Room (Pool House and Bath House)

The party room can be rented at a rate of \$60.00 per hour. This is for the party room only; the party will have public swim time.

4. Court and Full Gym Fee

The rental fee for court and full gym fee will be as follows:

\$50.00 per hour per court gym
\$150.00 per hour for full gym

5. Full Facility Fee

The full facility can be rented for \$1,000.00. This will include the gym, walking track, and 2 meeting rooms.

6. Overnight Facility Rental

The full facility can be rented for \$1,000.00 with a \$350 damage deposit fee. This will include the gym, walking track, and meeting rooms at The Center. Hours are from closing of The Center to the opening of The Center the following day.

7. Multi-Room Rental

The full facility can be rented for \$1,000.00. This will include the gym and all meeting rooms at The Center. If closing the walking track, written approval from the Director must be given.

8. Competitive Pool

Rental fees for the competitive pool are as follows:

\$100.00 per hour

\$12.00 per hour per lane

9. Therapy Pool

The therapy pool can be rented at the following rates:

\$100.00 per hour for 10 people or less

\$150.00 per hour for 11-20 people

\$200.00 per hour for 20 people or more

10. Splash Pad Rental

Splash Pad can be rented at the following rates:

Monday-Thursday (Splash Pad + Bathhouse Party Room – No Pool Access) \$120.00

Friday-Sunday (Splash Pad Access + Party Room or Pool Access) \$120.00

Friday-Sunday (Splash Pad Access + Party Room + Pool Access) \$180.00

11. Pavilions

Pavilions are available for rent at the rate of \$10.00 per hour at Mills Park and Springhill Park.

12. Outdoor Fields

Outdoor fields can be rented at the following rates:

\$25.00 per hour per field

\$15.00 per hour for lights per field

Tournaments are \$150.00 per field per day

13. Program Fees

Programs fees will be established separately based on the length and operational cost of each.

Schedules for the above programs will be posted at the community center and City website. Additional programs and fees will be added at a later date.

14. Special Equipment

Certain audio visual equipment can be rented at the following rates:

Sound System \$25.00

Microphone \$10.00

Microphone and Sound System \$35.00

Projector and Screen \$65.00

Stage \$50.00 (minimum of four pieces); each additional piece is \$10.00

Kitchen Access \$10.00 for personal use; \$50.00 for caterer use

15. Bounce House Rental

A bounce house can be rented at a rate of \$50.00 per hour with a two-hour minimum. A bounce house can only be reserved for use in the gymnasium at The Center or Mills Park.

16. Uncorking Fees for Alcohol Permits

Uncorking fees are as follows:

\$200.00 for beer and wine per day

\$400.00 for spirits per day

17. Park Rental Fees

Bishop Park \$1,000.00 per day (alcohol permits allowed in specified area)

Alcoa Park \$750.00 per day (alcohol permits allowed in specified area)

*If any damages are made to a room, facility, or equipment by the customer or anyone in their party, the customer will be contacted within 30 days of reservation with an estimate of the cost of repair. Customer will be responsible for all damages.

Bryant Parks and Recreation Department 2016 Program and Use Agreement

THIS AGREEMENT made and entered into on Nov 3rd, 2015 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at **6401 Boone Road**, Bryant, Arkansas (hereinafter called "**THE CITY AND/OR THE DEPARTMENT**"), and Bryant Softball Association at 1110 Shobe Road, Bryant, Arkansas (hereinafter called "BSA").

WITNESSETH

WHEREAS, THE CITY maintains property at Bishop Park and Alcoa 40 in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Youth Girls Softball 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, BSA provides program administration and operations of the Youth Softball 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 Alcoa 40 Park and FIELDS #1, 2, 3 and Bishop Park D Complex as outlined here to BSA for the operation of Youth Softball beginning on January 1, 2016 and ending on December 31, 2016. Upon completion, Alcoa 40 and Bishop Park may be used by BSA as it becomes available to BSA by notification from the City or Bryant Parks and Recreation Department.

Named property will be used by BSA for events, practices, and games on the dates and times listed on the schedules provided to THE DEPARTMENT. All base distances must be included on schedule.

The general conditions of this program agreement will be:

1. BSA will operate programs in accordance to 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 (including chalk, paint, field dry, bases, pitcher mounds, and etc.). Parks staff will purchase these expendable materials for BSA, keep inventory of the materials purchased, and invoice BSA on a quarterly basis for reimbursement.
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. BSA 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 BSA, its agents, employees, or program participants.
6. The named facility, area, or property may be rented to any other group, business, individual, or entity by BSA with prior approval by THE DEPARTMENT. Once approval is given by THE DEPARTMENT, payment of rental fees must be made to THE DEPARTMENT. Any and all rental fees charged for use of the named facility, area, or property must be approved by THE DEPARTMENT and paid to THE DEPARTMENT.
7. No alterations, changes, or modifications to change the intended use may be made to facilities by BSA, without first receiving written approval from THE CITY, DRC (Development Review Committee) and Parks Committee. The BSA must submit a detailed request in writing to the City's Parks Department.
8. BSA assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BSA. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BSA. A long period of time is considered three business days following the damage, unless otherwise agreed to by BSA and the Parks Director.
9. BSA must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger BSA must immediately notify the City's Parks Department via the Parks Request webpage. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. BSA must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
10. League games and practices cannot be scheduled to begin past 9:30 p.m. No scheduled league games will be allowed to start after 10:00 p.m. A new inning/period may not begin after 10:30 pm. BSA 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: tryouts, scheduled games, practices, tournaments, special events, work dates, etc. 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 – Saturday, unless other arrangements have been made with THE DEPARTMENT.
11. BSA agrees to provide a financial statement of the program(s) that this program agreement is written for, in the first quarter of the following year. Also a copy of their 501(c)(3) non-profit status must be given to THE DEPARTMENT each year. BSA's fiscal year is January 1st – December 31st.
12. BSA agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before sign-ups begin by BSA. At this time keys and security codes to all buildings and fields are exchanged between THE DEPARTMENT and BSA.

13. BSA 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 BSA 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 a facility.

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

- A. BSA will control all litter by picking up litter their program creates after each time the field is used. The litter must be placed in the proper receptacle by BSA, and will then be removed on a regular basis by a contracted trash service. All trash generated inside the concession stand will be put in a receptacle by the BSA. If excessive litter must be picked up after 72 hours of the program by THE DEPARTMENT, BSA will be charged \$15 for each hour worked per employee used by THE DEPARTMENT.
- B. BSA will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement by March 1, 2016. BSA understands that their program participants are in no way covered by insurance by THE DEPARTMENT or the City.
- C. BSA is responsible for payment of all utilities during the use of their agreement.
- D. BSA is responsible for paying field rental fees for tournaments held at Bishop Park. The fee per weekend is \$500 minimum/six (6) fields and an additional \$100 for each additional field. This is to be paid to THE DEPARTMENT no later than 30 days after the tournament.
- E. BSA will pay for weather damage to water lines, pumps, etc. if the BSA requests that the water be turned on before THE DEPARTMENT deems acceptable due to weather conditions.
- F. BSA must contact the Parks Superintendent prior to any digging in the park area. The extensive underground wiring must be marked by the Parks and Recreation 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, BSA will be responsible to pay for the cost of any and all repairs to the damaged lines.
- G. Alcoa Park is 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.
- H. BSA will submit contact person(s) for after hour's emergencies.
- I. At the request of THE DEPARTMENT, and with at least 120 days' notice, BSA will remove all their equipment at the completion of this agreement period.
- J. BSA will insure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or the City. Equipment includes tractors, mowers, and vehicles.

15. THE DEPARTMENT agrees to the following specific conditions and assurances:
- A. The park area will be maintained by the Parks Department on a regular schedule. All fields will undergo extensive turf maintenance programs (including aeration, fertilization, and weed removal).
 - B. THE DEPARTMENT will be responsible Monday - Saturday for their field preparation (including dragging and chalking), cleaning the restrooms, and maintaining other park areas.
 - 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 at the written request of the BSA will provide a liaison to the BSA monthly meetings to assure the maintenance program is satisfactory. The liaison will contact the president of the BSA if they are unable to attend.
16. THE DEPARTMENT will have the ball fields available to it for use in hosting tournaments at least once prior to the season and once during August into the first of September. BSA is encouraged to partner with the DEPARTMENT in the hosting of any such tournament for the mutual benefit of THE DEPARTMENT and BSA, but BSA is not required to participate in such DEPARTMENT hosted tournament events. The Parties may agree to add additional DEPARTMENT sponsored events by the mutual agreement of the Parties.
17. BSA and THE DEPARTMENT recognize that use of the facilities during the dates and times provided by the BSA as part of their program, will give BSA first access to use of the facilities. However, if BSA team practice, game, or event is cancelled or otherwise does not occur, BSA will take reasonable steps to notify THE DEPARTMENT of the cancellation as soon as BSA is reasonably able to make the facilities available to other citizens of Bryant at THE DEPARTMENT's discretion. Furthermore, BSA recognizes that the facilities are tax payer constructed facilities meant for the benefit and use of the Citizens of Bryant, and as such will work with THE DEPARTMENT to provide a realistic schedule that maximizes BSA's use of the facilities while maximizing the potential field rental fees for THE DEPARTMENT and maximizing citizen access to the facilities. 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, back stops, dugouts, scoreboards, batting cages and drinking fountains and other items so affixed to the land that they become a fixture to the property.
 - B. Non-permanent improvements will be retained by BSA and include: appliances, field marking equipment which was purchased by BSA, concession equipment, portable buildings which were purchased by BSA.

For Annual Programs - A program agreement must be signed annually in order to guarantee use of a facility or area. The BSA will be given first option for renewal of the scheduling of the fields. The signing of such agreement in no way binds the Parks and

Recreation Department or the City to notify BSA 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-owned facilities and/or properties.


The City or Bryant Softball Association may amend this agreement by the mutual assent of all parties. If this agreement is amended, it will be written, signed by all 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 BSA; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant,
A municipal Corporation,

_____, Mayor, Jill Dabbs

User Organization,

_____, 2016 President

Reviewed by Bryant Parks and Recreation Committee

_____, Committee Chairman

**Bryant Parks and Recreation Department
2016 Program and Use Agreement**

THIS AGREEMENT made and entered into on 17th Nov., 2015 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "**THE CITY AND/OR THE DEPARTMENT**"), and Bryant Athletic Association at 400 S. W. 2nd, Bryant, Arkansas (hereinafter called "**BAA**").

WITNESSETH

WHEREAS, THE CITY maintains property at Ashley Park, Alcoa 40 Park, and Bishop Park in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Youth Baseball and Youth Football 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, BAA provides program administration and operations of the Youth Baseball and Youth Football 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 Ashley Park and Bishop Park A, B, and C Complexes between January 1, 2016 - December 31, 2016 and Alcoa 40 Park (MULTIPURPOSE FIELD) BETWEEN August 1, 2016 - December 31, 2016 as outlined here to BAA for the operation of Youth Baseball and Youth Football. Ashley Park, Alcoa 40 Park, and Bishop Park may be used by the BAA for events, practices, and games on the dates and times listed on the schedules provided by the BAA to THE DEPARTMENT no later than March 1, 2016.

The general conditions of this program agreement will be:

1. BAA 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 (including chalk, paint, field dry, bases, pitcher mounds, and etc). Parks staff will purchase these expendable materials for BAA, keep inventory of the materials purchased, and invoice BAA on a quarterly basis for reimbursement.
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 Facilities. BAA 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 BAA, its agents, employees, or program participants.
6. The named facility, area, or property may be rented to any other group, business, individual, or entity by BAA with prior approval by THE DEPARTMENT. Once approval is given by THE DEPARTMENT, payment of rental fees must be made to THE DEPARTMENT. Any and all rental fees charged for use of the named facility, area, or property must be approved by THE DEPARTMENT and paid to THE DEPARTMENT.
7. No alterations, changes, or modifications to change the intended use may be made to facilities by BAA, without first receiving written approval from THE CITY, DRC (Development Review Committee) and Parks Committee. The BAA must submit a detailed request in writing to the City's Parks Department.
8. BAA assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BAA. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BAA. A long period of time is considered three business days following the damage, unless otherwise agreed to by BAA and the Parks Director.
9. BAA must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger BAA must immediately notify the City's Parks Department via the Parks Request webpage. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. BAA must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
10. League games and practices cannot be scheduled to begin past 9:30 p.m. No scheduled league games will be allowed to start after 10:00 p.m. A new inning/period may not begin after 10:30 pm. BAA 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: tryouts, scheduled games, practices, tournaments, special events, work dates, etc. 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 – Saturday, unless other arrangements have been made with THE DEPARTMENT.
11. BAA agrees to provide one financial statement of the program(s) that this program agreement is written for in the first quarter of the following year. Also a copy of their 501(c)(3) non-profit status must be given to THE DEPARTMENT each year. BAA's fiscal year is October 1st – September 30th.
12. BAA agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before sign-ups begin by BAA. At this time keys and security codes to all buildings and fields are exchanged between THE DEPARTMENT and BAA.

13. BAA 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 BAA 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 a facility.

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

- A. BAA will control all litter by picking up litter their program creates after each time the field is used. The litter must be placed in the proper receptacle by BAA, and will then be removed on a regular basis by a contracted trash service. All trash generated inside the concession stand will be put in a receptacle by the BAA. If excessive litter must be picked up after 72 hours of the program by THE DEPARTMENT, BAA will be charged \$15 for each hour worked per employee used by THE DEPARTMENT.
- B. BAA will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement by March 1, 2015. BAA understands that their program participants are in no way covered by insurance by THE DEPARTMENT or the City.
- C. BAA is responsible for payment of all utilities during the use of their agreement.
- D. BAA is responsible for paying field rental fees for tournaments held at Bishop Park. The fee per weekend is \$500 minimum/six (6) fields and an additional \$100 for each additional field. This is to be paid to THE DEPARTMENT no later than 30 days after the tournament.
- E. The BAA will pay for weather damage to water lines, pumps, etc. if the BAA requests that the water be turned on before THE DEPARTMENT deems acceptable due to weather conditions.
- F. BAA must contact the Parks Superintendent prior to any digging in the park area. The extensive underground wiring must be marked by the Parks and Recreation 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, BAA will be responsible to pay for the cost of any and all repairs to the damaged lines.
- G. Alcoa Park is 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.
- H. BAA will submit contact person(s) for after business hours emergencies.
- I. At the request of THE DEPARTMENT, and with at least 120 days' notice, BAA will remove all their equipment at the completion of this agreement period.
- J. BAA will insure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or the City.

15. THE DEPARTMENT agrees to the following specific conditions and assurances:
- A. The park area will be maintained on a regular schedule. All fields will undergo extensive turf maintenance programs (including aeration, fertilization, and weed removal).
 - B. THE DEPARTMENT will be responsible Monday - Saturday for their field preparation (including dragging and chalking), cleaning the restrooms, and maintaining other park areas.
 - D. 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.
 - E. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.
 - F. THE DEPARTMENT at the written request of the BAA will provide a liaison to the BAA monthly meetings to assure the maintenance program is satisfactory. The liaison will contact the president of the BAA if they are unable to attend.
16. THE DEPARTMENT will have the ball fields available to it for use in hosting tournaments at least once prior to the season and once during August into the first of September. BAA is encouraged to partner with the DEPARTMENT in the hosting of any such tournament for the mutual benefit of THE DEPARTMENT and BAA, but BAA is not required to participate in such DEPARTMENT hosted tournament events. The Parties may agree to add additional DEPARTMENT sponsored events by the mutual agreement of the Parties.
17. BAA and THE DEPARTMENT recognize that use of the facilities during the dates and times provided by the BAA as part of their program, will give BAA first access to use of the facilities. However, if BAA team practice, game, or event is cancelled or otherwise does not occur, BAA will take reasonable steps to notify THE DEPARTMENT of the cancellation as soon as BAA is reasonably able to make the facilities available to other citizens of Bryant at THE DEPARTMENT's discretion. Furthermore, BAA recognizes that the facilities are tax payer constructed facilities meant for the benefit and use of the Citizens of Bryant, and as such will work with THE DEPARTMENT to provide a realistic schedule that maximizes BAA's use of the facilities while maximizing the potential field rental fees for THE DEPARTMENT and maximizing citizen access to the facilities. 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, back stops, dugouts, scoreboards, batting cages and drinking fountains and other items so affixed to the land that they become a fixture to the property.
 - B. Non-permanent improvements will be retained by BAA and include: appliances, field marking equipment which was purchased by BAA, concession equipment, portable buildings which were purchased by BAA.

For Annual Programs - A program agreement must be signed annually in order to guarantee use of a facility or area. The BAA will be given first option for renewal of the scheduling of the fields. The signing of such agreement in no way binds the Parks and Recreation Department or the City to notify BAA 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-owned facilities and/or properties.


The City or Bryant Athletic Association may amend this agreement by the mutual assent of all parties. If this agreement is amended, it will be written, signed by all 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 BAA; and supersede any and/or all previous agreements, contracts, or leases.

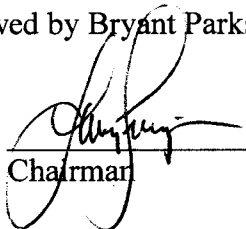
City of Bryant,
A municipal Corporation,

_____, Mayor Jill Dabbs

User Organization,

_____, 2016 President

Reviewed by Bryant Parks and Recreation Committee

_____, 2016 Committee
Chairman

**Bryant Parks and Recreation Department
2016 Program and Use Agreement**

THIS AGREEMENT made and entered into on 17th Nov, 2015 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY AND/OR THE DEPARTMENT"), and Bryant Soccer Club at P.O. Box 442, Bryant, Arkansas (hereinafter called "BSC").

WITNESSETH

WHEREAS, THE CITY maintains property at Alcoa 40 and Midland in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Youth Soccer 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 programs and parks in Bryant, and

WHEREAS, BSC provides program administration and operations of the Youth Soccer 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 Midland Soccer Complex and Alcoa 40 Park's multi-purpose as outlined here to BSC for the operation of Youth Soccer beginning on January 1, 2016 and ending on July 31, 2016 at Alcoa and ending on December 31, 2016 at Midland. Upon completion, both parks may be used by BSC as it becomes available to BSC by notification from the Bryant Parks and Recreation Department. Bishop Park E Complex will be available per the Parks Director's schedule.

Named property will be used by BSC for events, practices, and games on the dates and times listed on the schedules as submitted to THE DEPARTMENT by the BSC.

The general conditions of this program agreement will be:

1. BSC 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 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. BSC 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 BSC, its agents, employees, or program participants.

6. The named facility, area, or property may be rented to any other group, business, individual, or entity by BSC with prior approval by THE DEPARTMENT. Once approval is given by THE DEPARTMENT, payment of rental fees must be made to THE DEPARTMENT. Any and all rental fees charged for use of the named facility, area, or property must be approved by THE DEPARTMENT and paid to THE DEPARTMENT.
7. No alterations, changes, or modifications to change the intended use may be made to facilities by BSC, without first receiving written approval from THE CITY. The BSC must submit a detailed request in writing to THE CITY.
8. BSC assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BSC. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BSC.
9. BSC must inspect facilities prior to each use. If damage is discovered to equipment or facilities that poses an immediate hazard or danger BSC must immediately notify THE DEPARTMENT via the Parks Request webpage. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT so that repairs can be made within a reasonable time not to exceed one (1) week from notification. BSC must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
10. League games cannot be scheduled to begin past 9:00 p.m. No league games regardless of scheduling will be allowed to start after 9:30p.m.; a new inning/period may not begin after 10:00p.m. BSC 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: tryouts, scheduled games, practices, tournaments, special events, work dates, etc. Dates and times must not conflict with Recreation and Parks work schedule. Normal operation hours for THE DEPARTMENT are: 8:00AM-5:00PM Monday- Saturday, unless other arrangements have been made with THE DEPARTMENT.
11. The use of the lights by BSC at the Alcoa Multipurpose Facility and any other field must be arranged by THE DEPARTMENT and is billable to the BSC. If use of any other field at Alcoa Multipurpose Facility is needed by BSC, approval must be received by THE DEPARTMENT.
12. BSC agrees to provide one financial statement of the program(s) that this program agreement is written for within 60 days of the end of their financial year. Also a copy of their 501(c)(3) non-profit status must be given to THE DEPARTMENT each year.
13. BSC agrees to return this agreement signed by the appropriate persons, and any and all additional requested material.

14. BSC 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 BSC 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 a facility.
15. Additional conditions to be agree upon not previously listed:
 - A. BSC will control all litter by picking up litter their program creates after each time the field is used. The litter must be placed in the proper receptacle by BSC, and will then be removed on a regular basis by a contracted trash service. If excessive litter must be picked up after 72 hours of the program by THE DEPARTMENT, BSC will be charged \$15 for each individual man hour worked.
 - B. BSC 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 play. BSC understands that their program participants are in no way covered by insurance by THE CITY.
 - C. BSC are responsible for payment of all utilities during their use of the facilities under this agreement.
 - D. BSC will pay for weather damage to water lines, pumps, etc. if the BSC requests that the water be turned on before THE DEPARTMENT deems acceptable due to weather conditions.
 - E. BSC must contact the Bryant Parks and Recreation Department prior to any digging in the park area. The extensive underground wiring must be marked by the Parks and Recreation 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, BSC will be responsible to pay for the cost of any and all repairs to the damaged lines.
 - F. Alcoa Park is 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.
 - G. BSC will submit contact person(s) for after business hours emergencies. List responsibility of person submitted.
 - H. At the request of the Department, BSC will remove all their equipment at the completion of this agreement period.
 - I. BSC will ensure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or the City. Equipment includes tractors, mowers, and vehicles.
16. THE CITY agrees to the following specific conditions and assurances:
 - A. The park area will be maintained by the Parks Department on a regular schedule. All fields will undergo extensive turf maintenance programs (including aeration, fertilization, and weed removal) and striping will be performed on an as-needed basis.
 - B. THE DEPARTMENT will continue to complete Midland with added amenities, as funds are acquired.

C. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.

17. THE DEPARTMENT will have the fields available to it for use in hosting events by the mutual agreement of the Parties as necessary to accommodate THE DEPARTMENT's needs and with the least possible impact on the BSC's use of the facilities area, or property from time to time as needed.
18. BSC and THE DEPARTMENT recognize that use of the facilities during the dates and times provided by the BSC as part of their program, will give BSC first access to use of the facilities. However, if BSC team practice, game, or event is cancelled or otherwise does not occur, BSC will take reasonable steps to notify THE DEPARTMENT of the cancellation as soon as BSC is reasonably able to make the facilities available to other citizens of Bryant at THE DEPARTMENT's discretion. Furthermore, BSC recognizes that the facilities are TAX payer constructed facilities meant for the benefit and use of the Citizens of Bryant, and as such will work with THE DEPARTMENT to provide a realistic schedule that maximizes BSC's use of the facilities while maximizing the potential field rental fees for THE DEPARTMENT and maximizing citizen access to the facilities. 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, back stops, dugouts, and drinking fountains and other items so affixed to the land that they become a fixture to the property.
 - B. Non-permanent improvements will be retained by BSC and include: appliances, field marking equipment, concession equipment, scoreboards, portable buildings which were purchased by BSC.

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 City or the Parks and Recreation Department to notify BSC 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.

The City reserves the right to amend this agreement when it deems it necessary. The BSC 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 BSC; and supersede any and/or all previous agreements, contracts, or leases.

--Signatures on next page--

For Annual Programs- A program agreement must be signed annually in order to guarantee use of a facility or area. The BSC will be given first option for renewal of the scheduling of the fields. The signing of such agreement in no way binds the Parks and Recreation Department or the City to notify BSC 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-owned facilities and/or properties.

The City or Bryant Soccer Club may amend this agreement by the mutual assent of all parties. If this agreement is amended, it will be written, signed by all 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 BSC; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant, A municipal Corporation,

_____, Mayor, Jill

Dabbs User Organization,

Mr. Mike Funk 11/18/15, 2016 President

Reviewed by Bryant Parks and Recreation Committee

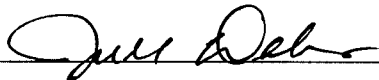
_____, 2016 Committee Chairman

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City of Bryant,
A municipal Corporation,

, Mayor, Jill Dabbs

User Organization,

_____, 2016 President

Reviewed by Bryant Parks and Recreation Committee

_____, Committee Chairman