



Bryant Parks and Recreation Committee Meeting
Agenda
September 12, 2016 at 6:00 p.m.

CALL MEETING TO ORDER

COMMENTS FROM THE PUBLIC

ANNOUNCEMENTS

DIRECTOR'S REPORT

ASSOCIATIONS OR CLUBS REPORTS

FINANCE REPORT

Finance report as of 9/2/16.

Documents:

[Sept16BudgetReport.pdf](#)

ALCOHOL PERMITS

Postgame in the Park and Fall Fest on September 23-24, 2016.

APPROVAL OF MINUTES

PARKS AND RECREATION REPORT

Documents:

[ParksReportSept16.pdf](#)

OLD BUSINESS

NEW BUSINESS

Bryant High School Use Agreement

Review use agreement and recommend to City Council.

Documents:

[BryantHS_UseAgmt_2016.pdf](#)

Benton High School Use Agreement

Review use agreement and recommend to City Council.

Documents:

[BentonHS_UseAgmt_2016.pdf](#)

Central Arkansas Sports Club Use Agreement

Review revised use agreement and recommend to City Council.

Documents:

[Racers_UseAgmt_2016.pdf](#)

Rental Of Lockers

Discuss renting lockers in the aquatic facility and community center.

MISCELLANEOUS

ADJOURN

Bryant Parks and Recreation Department
6401 Boone Road
Bryant, Arkansas 72022
501.943.0444

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E60	E55 Sub Totals:	4,500.00	0.00	531.08	3,968.92	1,785.00	2,183.92	48.53
	Miscellaneous Expense							
001-0300-5606	Main Renewals Computer Related	500.00	0.00	0.00	500.00	0.00	500.00	100.00
001-0300-5608	Software - Computer	20,000.00	0.00	17,241.44	2,758.56	0.00	2,758.56	13.79
001-0300-5614	Copier Maint & Lease	3,000.00	0.00	450.61	2,549.39	0.00	2,549.39	84.98
	E60 Sub Totals:	23,500.00	0.00	17,692.05	5,807.95	0.00	5,807.95	24.71
	Expense Sub Totals:	426,068.38	0.00	235,849.18	190,219.20	11,491.95	178,727.25	41.95
	Dept 0300 Sub Totals:	-351,131.62	0.00	-227,444.17	-123,687.45	11,491.95		
Dept 001-0400	Parks General							
R60	Miscellaneous Revenue							
001-0400-4381	Red Cross Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R60 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R62	Intergovernmental Tsfrs							
001-0400-4627	Xfer Designated Tax	416,000.00	0.00	277,333.28	138,666.72	0.00	138,666.72	33.33
001-0400-4629	Xfer Park 1/8 O & M	521,000.00	0.00	347,333.28	173,666.72	0.00	173,666.72	33.33
	R62 Sub Totals:	937,000.00	0.00	624,666.56	312,333.44	0.00	312,333.44	33.33
	Revenue Sub Totals:	937,000.00	0.00	624,666.56	312,333.44	0.00	312,333.44	33.33
E01	Personnel Expense							
001-0400-5000	Salary Expense	239,500.55	0.00	108,046.17	131,454.38	0.00	131,454.38	54.89
001-0400-5001	Part Time Labor	49,500.00	0.00	21,695.99	27,804.01	0.00	27,804.01	56.17
001-0400-5005	SWB Reimbursement	174,400.00	0.00	116,266.64	58,133.36	0.00	58,133.36	33.33
001-0400-5010	Overtime Expense	15,000.00	0.00	7,664.38	7,335.62	0.00	7,335.62	48.90
001-0400-5020	FICA Expense	22,000.00	0.00	10,548.90	11,451.10	0.00	11,451.10	52.05
001-0400-5022	Unemployment Expense	4,445.07	0.00	1,185.50	3,259.57	0.00	3,259.57	73.33
001-0400-5025	Worker's Comp Expense	6,800.00	0.00	6,766.00	34.00	0.00	34.00	0.50
001-0400-5030	APERS Expense	34,800.00	0.00	17,097.52	17,702.48	0.00	17,702.48	50.87
001-0400-5040	Health Insurance Expense	58,375.00	0.00	22,973.24	35,401.76	0.00	35,401.76	60.65
001-0400-5050	Physical & Drug Screen Exp	1,025.00	0.00	1,025.00	0.00	0.00	0.00	0.00
001-0400-5055	Uniform Expense	4,100.00	0.00	1,027.23	3,072.77	0.00	3,072.77	74.95
001-0400-5057	Vehicle Allowance	6,000.00	0.00	3,000.01	2,999.99	0.00	2,999.99	50.00
001-0400-5060	Travel & Training Expense	500.00	0.00	555.74	-55.74	0.00	-55.74	0.00
	E01 Sub Totals:	616,445.62	0.00	317,852.32	298,593.30	0.00	298,593.30	48.44
E10	Building & Grounds Exp							
001-0400-5102	Repairs & Maint - Building	1,000.00	0.00	1,528.36	-528.36	0.00	-528.36	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
001-0400-5104	Repairs & Maint - Grounds	24,000.00	0.00	107.05	23,892.95	0.00	23,892.95	99.55
001-0400-5110	Utilities - Electric	2,700.00	0.00	4,003.55	-1,303.55	0.00	-1,303.55	0.00
001-0400-5112	Utilities - Water	1,560.00	0.00	0.00	1,560.00	0.00	1,560.00	100.00
001-0400-5120	Insurance - Property	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
001-0400-5130	Sanitation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0400-5145	Tools	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
E10 Sub Totals:		31,760.00	0.00	5,638.96	26,121.04	0.00	26,121.04	82.25
E20	Vehicle Expense							
001-0400-5200	Fuel Expense	25,000.00	0.00	7,902.43	17,097.57	0.00	17,097.57	68.39
001-0400-5225	Insurance Expense - Vehicle	1,850.00	0.00	1,835.50	14.50	0.00	14.50	0.78
E20 Sub Totals:		26,850.00	0.00	9,737.93	17,112.07	0.00	17,112.07	63.73
E30	Supply Expense							
001-0400-5322	Supplies - Operating	68,086.00	0.00	0.00	68,086.00	0.00	68,086.00	100.00
001-0400-5350	Postage Expense	100.00	0.00	50.96	49.04	0.00	49.04	49.04
001-0400-5380	Prisoner Care Expense	1,750.00	0.00	960.72	789.28	0.00	789.28	45.10
E30 Sub Totals:		69,936.00	0.00	1,011.68	68,924.32	0.00	68,924.32	98.55
E55	Professional Services							
001-0400-5550	Prof Services - Acctg & Audit	5,000.00	0.00	0.00	5,000.00	2,000.00	3,000.00	60.00
001-0400-5586	Prof Services - Other	20,000.00	0.00	7,700.04	12,299.96	0.00	12,299.96	61.50
E55 Sub Totals:		25,000.00	0.00	7,700.04	17,299.96	2,000.00	15,299.96	61.20
E60	Miscellaneous Expense							
001-0400-5606	Main Renewals Computer Related	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0400-5608	Software - Computer	2,950.00	0.00	1,510.50	1,439.50	1,500.00	-60.50	0.00
E60 Sub Totals:		2,950.00	0.00	1,510.50	1,439.50	1,500.00	-60.50	0.00
E80	Fixed Assets							
001-0400-5810	Fixed Assets - Equipment	12,000.00	0.00	11,671.61	328.39	0.00	328.39	2.74
E80 Sub Totals:		12,000.00	0.00	11,671.61	328.39	0.00	328.39	2.74
Expense Sub Totals:		784,941.62	0.00	355,123.04	429,818.58	3,500.00	426,318.58	54.31
Dept 0400 Sub Totals:		-152,058.38	0.00	-269,543.52	117,485.14	3,500.00		
R36	Park Program Fees							
001-0410-4384	Tennis	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R36 Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R50	Sale of Services							
001-0410-4500	Mills Pool-Admin/Concessions	63,000.00	0.00	65,003.30	-2,003.30	0.00	-2,003.30	0.00
001-0410-4534	Pavillion Fees	4,500.00	0.00	4,117.50	382.50	0.00	382.50	8.50
R50 Sub Totals:		67,500.00	0.00	69,120.80	-1,620.80	0.00	-1,620.80	0.00
R74	Sponsorships							
001-0410-4740	Sponsorship/Rebates	7,000.00	0.00	7,000.00	0.00	0.00	0.00	0.00
R74 Sub Totals:		7,000.00	0.00	7,000.00	0.00	0.00	0.00	0.00
Revenue Sub Totals:		74,500.00	0.00	76,120.80	-1,620.80	0.00	-1,620.80	0.00
E01	Personnel Expense							
001-0410-5001	Part Time Labor	11,000.00	0.00	0.00	11,000.00	0.00	11,000.00	100.00
001-0410-5020	FICA Expense	1,912.60	0.00	0.00	1,912.60	0.00	1,912.60	100.00
001-0410-5022	Unemployment Expense	750.00	0.00	0.00	750.00	0.00	750.00	100.00
001-0410-5025	Worker's Comp Expense	550.00	0.00	549.00	1.00	0.00	1.00	0.18
001-0410-5050	Physical & Drug Screen Exp	2,550.00	0.00	2,125.00	425.00	175.00	250.00	9.80
E01 Sub Totals:		16,762.60	0.00	2,674.00	14,088.60	175.00	13,913.60	83.00
E10	Building & Grounds Exp							
001-0410-5102	Repairs & Maint - Building	1,000.00	5.45	5.45	994.55	0.00	994.55	99.46
001-0410-5104	Repairs & Maint - Grounds	10,000.00	295.65	5,651.15	4,348.85	1,120.48	3,228.37	32.28
001-0410-5105	Repairs & Maint - Pool	2,500.00	0.00	4,316.62	-1,816.62	588.02	-2,404.64	0.00
001-0410-5110	Utilities - Electric	6,000.00	0.00	3,740.06	2,259.94	0.00	2,259.94	37.67
001-0410-5111	Utilities - Gas	100.00	0.00	88.02	11.98	0.00	11.98	11.98
001-0410-5112	Utilities - Water	660.00	0.00	549.77	110.23	0.00	110.23	16.70
001-0410-5120	Insurance - Property	500.00	0.00	0.00	500.00	0.00	500.00	100.00
001-0410-5130	Sanitation	5,220.00	0.00	2,016.97	3,203.03	760.36	2,442.67	46.79
E10 Sub Totals:		25,980.00	301.10	16,368.04	9,611.96	2,468.86	7,143.10	27.49
E30	Supply Expense							
001-0410-5308	Supplies - Concession	3,000.00	0.00	1,946.40	1,053.60	1,050.00	3.60	0.12
001-0410-5328	Supplies - Pools	8,500.00	0.00	5,443.92	3,056.08	676.76	2,379.32	27.99
E30 Sub Totals:		11,500.00	0.00	7,390.32	4,109.68	1,726.76	2,382.92	20.72
E70	Grant Expense							
001-0410-5700	Grant Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E70 Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
E80	Fixed Assets							
001-0410-5810	Fixed Assets - Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E80 Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expense Sub Totals:		54,242.60	301.10	26,432.36	27,810.24	4,370.62	23,439.62	43.21
Dept 0410 Sub Totals:		-20,257.40	301.10	-49,688.44	29,431.04	4,370.62		
Dept 001-0420	Sponsorships	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00
R74	Sponsorship/Rebates	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00
001-0420-4740		5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00
R74 Sub Totals:		5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00
Revenue Sub Totals:		5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00
E10	Building & Grounds Exp	11,800.00	2,315.55	6,397.71	5,402.29	10,965.48	-5,563.19	0.00
001-0420-5104	Repairs & Maint - Grounds	11,800.00	2,315.55	6,397.71	5,402.29	10,965.48	-5,563.19	0.00
E10 Sub Totals:		11,800.00	2,315.55	6,397.71	5,402.29	10,965.48	-5,563.19	0.00
Expense Sub Totals:		11,800.00	2,315.55	6,397.71	5,402.29	10,965.48	-5,563.19	0.00
Dept 0420 Sub Totals:		6,800.00	2,315.55	1,397.71	5,402.29	10,965.48		
Dept 001-0430	Membership Fees	205,000.00	0.00	117,819.01	87,180.99	0.00	87,180.99	42.53
R30	Membership Family	85,000.00	0.00	65,053.00	19,947.00	0.00	19,947.00	23.47
001-0430-4300	Membership Senior	55,000.00	0.00	29,958.00	25,042.00	0.00	25,042.00	45.53
001-0430-4301	Membership Adults	20,000.00	0.00	16,290.00	3,710.00	0.00	3,710.00	18.55
001-0430-4302	Membership Youth	45,000.00	0.00	7,216.67	37,783.33	0.00	37,783.33	83.96
001-0430-4303	Membership Silver Sneakers	13,500.00	0.00	13,330.00	170.00	0.00	170.00	1.26
001-0430-4304	Silver & Fit Annual Fees	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
001-0430-4305	Membership 3 Mo Adult	7,000.00	0.00	3,898.22	3,101.78	0.00	3,101.78	44.31
001-0430-4310	Membership 3 Mo Youth	8,500.00	0.00	7,780.00	720.00	0.00	720.00	8.47
001-0430-4311	Membership 3 Mo Senior	14,000.00	0.00	13,223.00	777.00	0.00	777.00	5.55
001-0430-4312	Membership 3 Mo Family	1,000.00	0.00	1,476.00	-476.00	0.00	-476.00	0.00
001-0430-4313	Membership 3 Mo College	1,000.00	0.00	684.00	316.00	0.00	316.00	31.60
001-0430-4314	Membership 6 Mo College	3,000.00	0.00	2,058.00	942.00	0.00	942.00	31.40
001-0430-4318	Membership 6 Mo Military	8,000.00	0.00	6,045.00	1,955.00	0.00	1,955.00	24.44
001-0430-4319	Membership Annual Adult	6,000.00	0.00	3,350.00	2,650.00	0.00	2,650.00	44.17
001-0430-4320	Membership Annual Youth	40,000.00	0.00	33,117.00	6,883.00	0.00	6,883.00	17.21
001-0430-4321	Membership Annual Senior	20,000.00	0.00	14,172.00	5,828.00	0.00	5,828.00	29.14
001-0430-4322	Membership Annual Family	1,000.00	0.00	1,375.25	-375.25	0.00	-375.25	0.00
001-0430-4323	Spec Prgms-Tennis Youth							
001-0430-4384								

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R33	R30 Sub Totals:	534,000.00	0.00	336,845.15	197,154.85	0.00	197,154.85	36.92
	Rental Fees							
001-0430-4332	Equipment Rental	3,000.00	0.00	1,085.00	1,915.00	0.00	1,915.00	63.83
001-0430-4334	After Hours Charge Bishop	1,000.00	0.00	215.00	785.00	0.00	785.00	78.50
001-0430-4336	Room Rental Large Room (both)	15,000.00	0.00	5,559.00	9,441.00	0.00	9,441.00	62.94
001-0430-4337	Room Rental Large Room	15,000.00	0.00	12,970.00	2,030.00	0.00	2,030.00	13.53
001-0430-4338	Room Rental Small Rooms (both)	2,000.00	0.00	2,120.00	-120.00	0.00	-120.00	0.00
001-0430-4339	Room Rental Small Room	6,000.00	0.00	3,855.00	2,145.00	0.00	2,145.00	35.75
001-0430-4340	Room Rental Party Room	30,000.00	0.00	22,125.00	7,875.00	0.00	7,875.00	26.25
001-0430-4341	Room Rental Court Gym	10,000.00	0.00	4,975.00	5,025.00	0.00	5,025.00	50.25
001-0430-4342	Room Rental Full Gym	2,500.00	0.00	2,770.00	-270.00	0.00	-270.00	0.00
001-0430-4343	Room Rental Full Facility	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
001-0430-4344	Room Rental Fitness Room	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
001-0430-4345	Rental - Splash Pad	5,000.00	0.00	4,620.00	380.00	0.00	380.00	7.60
001-0430-4347	Competitive Pool Fees	10,000.00	0.00	6,155.00	3,845.00	0.00	3,845.00	38.45
001-0430-4348	Therapy Pool Fees	2,000.00	0.00	300.00	1,700.00	0.00	1,700.00	85.00
001-0430-4350	Use Agreement Fees	2,500.00	0.00	2,500.00	0.00	0.00	0.00	0.00
001-0430-4352	Rental - Outdoor Field Fees	5,000.00	0.00	4,187.50	812.50	0.00	812.50	16.25
001-0430-4354	Tournaments	40,000.00	0.00	16,493.00	23,507.00	0.00	23,507.00	58.77
R33 Sub Totals:		153,000.00	0.00	89,929.50	63,070.50	0.00	63,070.50	41.22
R36	Park Program Fees							
001-0430-4257	Uncorking Fee - Beer/Wine	1,000.00	0.00	200.00	800.00	0.00	800.00	80.00
001-0430-4259	Uncorking Fee - Spirits	100.00	0.00	0.00	100.00	0.00	100.00	100.00
001-0430-4260	Parks Rental	100.00	0.00	0.00	100.00	0.00	100.00	100.00
001-0430-4360	Aerobic Classes	90.00	0.00	80.00	10.00	0.00	10.00	11.11
001-0430-4364	Basketball	40,000.00	0.00	21,995.00	18,005.00	0.00	18,005.00	45.01
001-0430-4366	BASS Swim Program	35,000.00	0.00	38,004.47	-3,004.47	0.00	-3,004.47	0.00
001-0430-4370	Flag Football	2,500.00	0.00	880.00	1,620.00	0.00	1,620.00	64.80
001-0430-4374	Life Coach Class	10,500.00	0.00	11,649.35	-1,149.35	0.00	-1,149.35	0.00
001-0430-4376	Programs - Misc Activity	6,000.00	0.00	645.00	5,355.00	0.00	5,355.00	89.25
001-0430-4382	Pool Swim Lessons	55,000.00	-66.00	51,607.25	3,392.75	0.00	3,392.75	6.17
001-0430-4386	Track	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
001-0430-4390	Volleyball Adult/Youth	10,000.00	0.00	6,255.00	3,745.00	0.00	3,745.00	37.45
R36 Sub Totals:		161,790.00	-66.00	131,316.07	30,473.93	0.00	30,473.93	18.84
R50	Sale of Services							
001-0430-4500	Concessions - Bishop	45,000.00	0.00	27,528.49	17,471.51	0.00	17,471.51	38.83
001-0430-4514	Daily Admissions Adults	25,000.00	0.00	21,077.00	3,923.00	0.00	3,923.00	15.69
001-0430-4516	Daily Admissions Senior	1,000.00	0.00	1,168.00	-168.00	0.00	-168.00	0.00
001-0430-4518	Daily Admissions Youth	25,000.00	0.00	24,544.00	456.00	0.00	456.00	1.82
001-0430-4520	Multiple Adults	7,500.00	0.00	4,548.50	2,951.50	0.00	2,951.50	39.35

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001-0430-4522	Multiple Senior	1,000.00	0.00	924.00	76.00	0.00	76.00	7.60
001-0430-4524	Multiple Youth	2,000.00	0.00	1,413.00	587.00	0.00	587.00	29.35
001-0430-4530	Merchandise Sales	3,000.00	0.00	1,007.00	1,993.00	0.00	1,993.00	66.43
001-0430-4532	Spectator Admissions	10,000.00	0.00	9,439.50	560.50	0.00	560.50	5.61
001-0430-4534	Red Cross Programs	6,000.00	0.00	6,915.00	-915.00	0.00	-915.00	0.00
	R50 Sub Totals:	125,500.00	0.00	98,564.49	26,935.51	0.00	26,935.51	21.46
R60	Miscellaneous Revenue							
001-0430-4394	Disc Golf Project - Bishop Park	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0430-4600	Miscellaneous Revenue	5,000.00	0.00	4,602.43	397.57	0.00	397.57	7.95
	R60 Sub Totals:	5,000.00	0.00	4,602.43	397.57	0.00	397.57	7.95
R70	Grant Revenue							
001-0430-4700	Grant Revenue - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0430-4702	Grant - Veterans	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	100.00
	R70 Sub Totals:	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	100.00
R74	Sponsorships							
001-0430-4740	Sponsorship/Rebates	18,000.00	0.00	11,486.00	6,514.00	0.00	6,514.00	36.19
001-0430-4742	Scoreboard Signage BP	80,000.00	0.00	37,541.50	42,458.50	0.00	42,458.50	53.07
	R74 Sub Totals:	98,000.00	0.00	49,027.50	48,972.50	0.00	48,972.50	49.97
	Revenue Sub Totals:	1,127,290.00	-66.00	710,285.14	417,004.86	0.00	417,004.86	36.99
E01	Personnel Expense							
001-0430-5000	Salary Expense	389,500.00	0.00	196,949.13	192,550.87	0.00	192,550.87	49.44
001-0430-5001	Part Time Labor	106,000.00	0.00	119,835.00	-13,835.00	0.00	-13,835.00	0.00
001-0430-5010	Overtime Expense	5,000.00	0.00	3,006.81	1,993.19	0.00	1,993.19	39.86
001-0430-5020	FICA Expense	34,022.68	0.00	25,607.01	8,415.67	0.00	8,415.67	24.74
001-0430-5022	Unemployment Expense	10,464.14	0.00	2,677.16	7,786.98	0.00	7,786.98	74.42
001-0430-5025	Worker's Comp Expense	11,000.00	0.00	10,972.00	28.00	0.00	28.00	0.25
001-0430-5030	APERS Expense	39,335.00	0.00	27,999.79	11,335.21	0.00	11,335.21	28.82
001-0430-5040	Health Insurance Expense	58,987.20	0.00	26,111.24	32,875.96	0.00	32,875.96	55.73
001-0430-5050	Physical & Drug Screen Exp	1,500.00	27.00	852.00	648.00	150.00	498.00	33.20
001-0430-5055	Uniform Expense	3,000.00	0.00	753.37	2,246.63	1,057.50	1,189.13	39.64
	E01 Sub Totals:	658,809.02	27.00	414,763.51	244,045.51	1,207.50	242,838.01	36.86
E10	Building & Grounds Exp							
001-0430-5102	Repairs & Maint - Building	27,500.00	266.80	20,962.75	6,537.25	1,663.79	4,873.46	17.72
001-0430-5104	Repairs & Maint - Grounds	79,614.00	4,406.28	59,490.07	20,123.93	30,941.24	-10,817.31	0.00
001-0430-5105	Repairs & Maint - Pool	55,000.00	1,200.83	25,987.71	29,012.29	4,254.91	24,757.38	45.01
001-0430-5106	Repairs & Maint - Splash Pad	2,000.00	0.00	1,215.81	784.19	1,000.00	-215.81	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
001-0430-5110	Utilities - Electric	180,000.00	0.00	125,340.90	54,659.10	0.00	54,659.10	30.37
001-0430-5111	Utilities - Gas	36,000.00	0.00	22,336.85	13,663.15	0.00	13,663.15	37.95
001-0430-5112	Utilities - Water	15,000.00	0.00	18,230.64	-3,230.64	0.00	-3,230.64	0.00
001-0430-5115	Communication Exp - Telephone	16,000.00	0.00	11,534.70	4,465.30	0.00	4,465.30	27.91
001-0430-5116	Communication Exp - Cellular	5,460.00	0.00	2,613.89	2,846.11	0.00	2,846.11	52.13
001-0430-5120	Insurance - Property	18,000.00	0.00	0.00	18,000.00	0.00	18,000.00	100.00
001-0430-5130	Sanitation	24,700.00	0.00	17,777.98	6,922.02	5,400.00	1,522.02	6.16
001-0430-5140	Supplies - B&G	2,000.00	0.00	1,798.64	201.36	0.00	201.36	10.07
001-0430-5142	Janitorial Supplies and Main	25,000.00	79.10	16,172.57	8,827.43	0.00	8,827.43	35.31
	E10 Sub Totals:	486,274.00	5,953.01	323,462.51	162,811.49	43,259.94	119,551.55	24.59
	Vehicle Expense							
001-0430-5212	Service & Repair - Equipment	11,000.00	327.47	8,265.37	2,734.63	1,568.05	1,166.58	10.61
001-0430-5214	Service & Repair - Heavy Equip	30,000.00	0.00	16,515.08	13,484.92	0.00	13,484.92	44.95
	E20 Sub Totals:	41,000.00	327.47	24,780.45	16,219.55	1,568.05	14,651.50	35.74
	Supply Expense							
001-0430-5300	Supplies - Office	2,950.00	0.00	1,658.56	1,291.44	0.00	1,291.44	43.78
001-0430-5308	Supplies - Concession	33,500.00	0.00	25,957.65	7,542.35	7,615.70	-73.35	0.00
001-0430-5330	Supplies - Park Programs	14,000.00	0.00	12,221.72	1,778.28	0.00	1,778.28	12.70
001-0430-5332	Supplies - Resale Merchandise	2,000.00	0.00	354.94	1,645.06	0.00	1,645.06	82.25
	E30 Sub Totals:	52,450.00	0.00	40,192.87	12,257.13	7,615.70	4,641.43	8.85
	Operations Expense							
001-0430-5141	Pest/Chem/Seed/Fert	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
001-0430-5460	BASS Program Expense	12,500.00	0.00	8,420.29	4,079.71	0.00	4,079.71	32.64
001-0430-5461	Aquatic Program Expense	2,500.00	0.00	2,197.65	302.35	0.00	302.35	12.09
001-0430-5475	Credit Card Fees	25,000.00	0.00	25,218.18	-218.18	0.00	-218.18	0.00
001-0430-5480	Dues & Subscriptions	500.00	50.00	386.00	114.00	50.00	64.00	12.80
	E40 Sub Totals:	43,500.00	50.00	36,222.12	7,277.88	50.00	7,227.88	16.62
	Professional Services							
001-0430-5553	Prof Services - Advertising	7,000.00	0.00	6,373.20	626.80	500.00	126.80	1.81
001-0430-5585	Prof Service - Basketball	34,000.00	744.00	36,410.00	-2,410.00	70.00	-2,480.00	0.00
001-0430-5586	Prof Services - Other	31,000.00	1,820.00	37,007.29	-6,007.29	442.50	-6,449.79	0.00
001-0430-5587	Prof Services - Aerobic Instr	32,000.00	285.00	26,372.00	5,628.00	0.00	5,628.00	17.59
001-0430-5589	Prof Services - Printing	1,000.00	48.00	436.17	563.83	0.00	563.83	56.38
	E55 Sub Totals:	105,000.00	2,897.00	106,598.66	-1,598.66	1,012.50	-2,611.16	0.00
	Miscellaneous Expense							
001-0430-5485	Inspections & Monitoring	500.00	50.00	205.00	295.00	0.00	295.00	59.00
001-0430-5608	Software - Computer	9,500.00	0.00	2,266.85	7,233.15	0.00	7,233.15	76.14

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E60	E60 Sub Totals:	10,000.00	50.00	2,471.85	7,528.15	0.00	7,528.15	75.28
E70	Grant Expense							
001-0430-5700	Grant Expense	345,000.00	0.00	333,185.00	11,815.00	14,182.48	-2,367.48	0.00
E70	E70 Sub Totals:	345,000.00	0.00	333,185.00	11,815.00	14,182.48	-2,367.48	0.00
E80	Fixed Assets							
001-0430-5810	Fixed Assets - Equipment	25,500.00	0.00	31,206.89	-5,706.89	0.00	-5,706.89	0.00
001-0430-5811	Other Assets-Bishop	19,500.00	0.00	3,723.00	15,777.00	19,500.00	-3,723.00	0.00
001-0430-5816	Fixed Assets - Infrastructure	5,798.61	0.00	990.16	4,808.45	6,887.00	-2,078.55	0.00
E80	E80 Sub Totals:	50,798.61	0.00	35,920.05	14,878.56	26,387.00	-11,508.44	0.00
E85	Interest Expense							
001-0430-5850	Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E85	E85 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	1,792,831.63	9,304.48	1,317,597.02	475,234.61	95,283.17	379,951.44	21.19
Dept 001-0440	Dept 0430 Sub Totals:	665,541.63	9,370.48	607,311.88	58,229.75	95,283.17		
R36	Alcoa Park							
001-0440-4260	Park Program Fees	750.00	0.00	0.00	750.00	0.00	750.00	100.00
R36	Park Rental	750.00	0.00	0.00	750.00	0.00	750.00	100.00
R36	R36 Sub Totals:	750.00	0.00	0.00	750.00	0.00	750.00	100.00
R74	Sponsorships							
001-0440-4740	Sponsorship/Rebates	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00
R74	R74 Sub Totals:	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00
E10	Revenue Sub Totals:	5,750.00	0.00	5,000.00	750.00	0.00	750.00	13.04
001-0440-5104	Building & Grounds Exp	2,000.00	1,623.36	4,659.31	-2,659.31	2,878.23	-5,537.54	0.00
001-0440-5110	Repairs & Maint - Grounds	4,300.00	0.00	4,167.21	132.79	0.00	132.79	3.09
001-0440-5112	Utilities - Electric	2,500.00	0.00	2,783.56	-283.56	0.00	-283.56	0.00
E10	Utilities - Water	8,800.00	1,623.36	11,610.08	-2,810.08	2,878.23	-5,688.31	0.00
E10	E10 Sub Totals:	8,800.00	1,623.36	11,610.08	-2,810.08	2,878.23	-5,688.31	0.00
	Expense Sub Totals:	8,800.00	1,623.36	11,610.08	-2,810.08	2,878.23	-5,688.31	0.00
Dept 001-0450	Dept 0440 Sub Totals:	3,050.00	1,623.36	6,610.08	-3,560.08	2,878.23		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R74	Sponsorships							
001-0450-4740	Sponsorship/Rebates	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00
	R74 Sub Totals:	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00
E10	Building & Grounds Exp							
001-0450-5104	Repairs & Maint - Grounds	3,000.00	712.31	1,212.31	1,787.69	1,120.49	667.20	22.24
001-0450-5110	Utilities - Electric	0.00	0.00	1,197.68	-1,197.68	0.00	-1,197.68	0.00
001-0450-5112	Utilities - Water	2,500.00	0.00	244.04	2,255.96	0.00	2,255.96	90.24
	E10 Sub Totals:	5,500.00	712.31	2,654.03	2,845.97	1,120.49	1,725.48	31.37
	Expense Sub Totals:	5,500.00	712.31	2,654.03	2,845.97	1,120.49	1,725.48	31.37
	Dept 0450 Sub Totals:	500.00	712.31	-2,345.97	2,845.97	1,120.49		
Dept 001-0500	Fire Department							
R15	Taxes - Property							
001-0500-4156	Fire Rescue Funds	700.00	0.00	371.20	328.80	0.00	328.80	46.97
	R15 Sub Totals:	700.00	0.00	371.20	328.80	0.00	328.80	46.97
R60	Miscellaneous Revenue							
001-0500-4600	Miscellaneous Revenue	200.00	0.00	220.00	-20.00	0.00	-20.00	0.00
	R60 Sub Totals:	200.00	0.00	220.00	-20.00	0.00	-20.00	0.00
R62	Intergovernmental Tsfrs							
001-0500-4627	Xfer Designated Tax	1,041,000.00	0.00	694,000.00	347,000.00	0.00	347,000.00	33.33
001-0500-4629	Xfer Fire Special Tax	1,562,000.00	0.00	1,041,333.28	520,666.72	0.00	520,666.72	33.33
	R62 Sub Totals:	2,603,000.00	0.00	1,735,333.28	867,666.72	0.00	867,666.72	33.33
R66	Sale of Equipment							
001-0500-4900	Sale of Fixed Assets	24,000.00	0.00	22,429.00	1,571.00	0.00	1,571.00	6.55
	R66 Sub Totals:	24,000.00	0.00	22,429.00	1,571.00	0.00	1,571.00	6.55
R70	Grant Revenue							
001-0500-4700	Grant Revenue - Other	7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00
	R70 Sub Totals:	7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	2,635,400.00	0.00	1,765,853.48	869,546.52	0.00	869,546.52	32.99
E01	Personnel Expense							
001-0500-5000	Salary Expense	2,138,055.00	0.00	1,266,254.74	871,800.26	0.00	871,800.26	40.78

Parks and Recreation Report September 2016

1. Held a lifeguard in-service featuring “The Lifeguard Olympics” to practice lifeguard skills.
2. Held a swim instructor training session to train instructors to teach Preschool Swim Lessons and Mom and Me classes.
3. Leaping Beyond used our facility for a second time for a week-long adaptive sports camp honoring children with disabilities.
4. Offering all aquatic fitness classes as of September 6th. This includes water aerobics, deep water aerobics, silver splash, mom and me swim lessons, preschool lessons, private and semi-private swim lessons, and group swim lessons.
5. BASS swim team and Racers swim team started practicing for the new swim season. BASS swim team has a record number of participants, with around 90 enrolled.
6. Currently offering a lifeguard training class.
7. Closed down Mills Park Pool for the season on Labor Day.
8. Men’s summer league basketball league concluded.
9. Started Salt County Basketball Academy.
10. Held a preseason volleyball clinic.
11. Started registration for a free Smash Tennis Academy Clinic.
12. Started adult flag football league
13. Fitness classes participated in Taste of Bryant.
14. Started 8-Week Work-Out Fitness Class Challenge.
15. Hoop Play youth basketball tournament was held September 3rd.
16. Turf planning on baseball fields.
17. Got fields ready for fall ball.
18. Jessica Martin and Erika Guy were hired as part-time Park Staff.
19. Held the annual Chamber of Commerce Taste of Bryant on August 11th in the gymnasium.
20. Served the Adult Senior Center lunch.
21. Hosted the Senior Adult Volleyball Tournament on August 30th.
22. Partnered with Ashley’s Furniture to bring in new seating for upstairs.

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

THIS AGREEMENT made and entered into on _____, 2016 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, 2016– February 28th, 2017 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 2:50pm-3:30pm with 6 lanes. Monday through Thursday 3:30pm-4:30pm with 4 lanes. Friday 3:30pm-4:00pm with 4 lanes.
10. The team roster must be turned in before October 1st 2016. 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. The Department will provide pass cards for every Bryant High School Swimmer. Swimmers must present this card to Parks Staff to enter the facility.
13. BHS will be allowed to host 4 swim meets not exceeding six (6) hour use on each meet. BHS agrees to pay \$100.00 for every hour exceeding six (6) hours.
14. There will be \$4.00 surcharge per swimmer for visiting teams for every swim meet.
15. 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.
16. The host team will be responsible for providing the meet officials.
17. 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.
18. BHS will have an 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.
19. The Department has the first option to run the concession and charge admission fees during those meets to swimmers.
20. 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.
21. BHS agrees to return this agreement signed by the appropriate persons and any and all additional requested material before September 15th, 2016.
22. Additional conditions to be agreed upon not previously listed:
23. 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.

24. BHS will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement before regular season starts. BHS understands that their program participants are in no way covered by insurance by THE CITY OR THE DEPARTMENT.
25. BHS will submit contact person(s) for after business hours emergencies.
26. At the request of THE DEPARTMENT, BHS will remove all their equipment at the completion of this agreement period.
27. BHS will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY OR THE DEPARTMENT.
28. 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.
29. This Agreement shall automatically be renewed for like terms for successive one (1) year periods until this Agreement is terminated by either party.
30. 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.
31. THE CITY or BHS may amend this agreement by the mutual assent of both parties.

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 _____, 2016

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

THIS AGREEMENT made and entered into on _____, 2016 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY"), and Benton High School Swim Team, doing business at 211 N Border, Benton, Arkansas (hereinafter called "Benton 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 Benton 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, Benton 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 October 1st, 2016– Feb 28th, 2017 as outlined here to Benton HS for the operation of Benton High School Swim Team.

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

7. Benton HS assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by Benton HS. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the Benton HS.
8. Benton HS must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger Benton HS must immediately notify THE DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. Benton HS must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
9. With this agreement, Benton HS agrees to pay the charge of High School Swim League fee of \$750.00. Payment must be received by December 31st, 2016.
10. Practice Schedule for Benton HS is Monday-Friday 3:30pm-4:30pm with 2 lanes. Monday-Thursday 4:30pm-5:00pm with 3 lanes.
11. The team roster must be turned in before October 15th, 2016. 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 lifeguards during Benton practice times.
13. The Department will provide pass cards for every Benton High School Swimmer. Swimmers must present this card to Parks Staff to enter the facility.
14. Benton HS will be allowed to host 1 swim meet not exceeding six (6) hour use on each meet. Benton HS agrees to pay \$100.00 for every hour exceeding six (6) hours.
15. There will be \$4.00 surcharge per swimmer for visiting teams for every swim meet.
16. 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.
17. The host team will be responsible for providing the meet officials.
18. In order to participate on the Benton High School Swim Team and in its practices or meets, Benton 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.
19. Benton HS will have an 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.
20. The Department has the first option to run the concession and charge admission fees during those meets to swimmers.
21. Benton HS agrees to provide a volunteer for each practice to make sure every Benton 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.
22. Benton HS agrees to return this agreement signed by the appropriate persons and any and all additional requested material before September 15th, 2016.
23. Additional conditions to be agreed upon not previously listed:

24. Benton 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 Benton HS.
25. Benton 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. Benton HS understands that their program participants are in no way covered by insurance by THE CITY OR THE DEPARTMENT.
26. Benton HS will submit contact person(s) for after business hours emergencies.
27. At the request of THE DEPARTMENT, Benton HS will remove all their equipment at the completion of this agreement period.
28. Benton HS will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY OR THE DEPARTMENT.
29. 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 Benton HS will provide a liaison to the Benton 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 Benton HS.
30. This Agreement shall automatically be renewed for like terms for successive one (1) year periods until this Agreement is terminated by either party.
31. 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.
32. THE CITY or Benton HS may amend this agreement by the mutual assent of both parties.

THE CITY or Benton 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

Benton HS Authorized Agent,

_____.

Dated this ____ day of _____, 2016

Bryant Parks and Recreation Department

2016 Program Agreement

THIS AGREEMENT made and entered into on _____, **2016** by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY"), and Central Arkansas Sports Club, doing business at 6509 Allwood Dr. NLR, Arkansas (hereinafter called "CASC").

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 Central Arkansas Sports Club 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, Central Arkansas Sports Club provides program administration and operations of the Sports 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, 2016 and July 31st, 2017, as outlined here to CASC for the operation of Central Arkansas Sports Club.

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

7. CASC assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by CASC. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the CASC.
8. CASC must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger CASC must immediately notify THE CITY'S Park Department. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. CASC must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
9. CASC will be granted use of facilities for practice purposes at times agreed upon by both parties. The team roster must be turned in with this agreement.
10. With this agreement, CASC members agree to pay the necessary Bishop Park membership fees in order to use the facility. Because every CASC member is a Bishop Park member, CASC members have the right to use the facility for the regular Bishop Park Hours; Monday-Friday 6am-9pm, Saturday 8am-8pm, Sunday 12pm-8pm. CASC swimmers MUST present their membership IDs to Park Staff every time they enter the facility and MUST CHECK IN every time they use the facility for any purpose.
11. CASC agrees to pay the pool rental fee for any swim meets hosted at the Aquatic Center. The competition pool fee is \$100.00/hour; therapy pool usage fee is \$100/hour. The meet schedule must be turned in with this agreement. Any changes on dates and times must not conflict with THE DEPARTMENT work schedule. Normal work hours for THE DEPARTMENT are: 8:00AM - 5:00PM Monday - Friday.
12. CASC agrees to pay \$100 a month for the duration of the agreement.
13. CASC agrees to host minimum of 3 swim meets per year for the rates above.
14. CASC agrees to pay the current facility fee for any activity that requires more than the provided space and time.
15. CASC has the first option to charge admission fees during those meets.
16. CASC will have an access to the timing system, starting system, and the scoreboard for the duration of the swim meets. Advertising on scoreboard, and hanging sponsor banners and signs requires an approval from the Department.
17. The Department will not provide lifeguards during CASC practices.
18. If requested by the Bryant Parks and Recreation Committee or City Council, CASC 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.
19. CASC agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before September 15th, 2016.
20. CASC 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 CASC.
21. CASC 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. CASC understands that their program participants are in no way covered by insurance by THE CITY OR THE DEPARTMENT.
22. CASC will submit contact person(s) for after business hours' emergencies.
23. At the request of THE DEPARTMENT, CASC will remove all their equipment at the completion of this agreement period.
24. CASC will insure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or THE CITY.
25. 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 CASC will provide a liaison to the CASC 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 CASC.
26. The term of this Agreement shall be one (1) year, and shall begin on the first day of the month in which this Agreement is executed by the parties.
27. This Agreement shall automatically be renewed for like terms for successive one (1) year periods until this Agreement is terminated by either party.
28. 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.
29. THE CITY or Central Arkansas Sports Club 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 CASC; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant

A municipal Corporation,

_____, Mayor

CASC Authorized Agent,

Dated this ____ day of _____, 2016