

**CITY OF BENBROOK
PARKS AND RECREATION BOARD
WEDNESDAY, MARCH 8, 2017**

**BENBROOK CITY HALL
911 WINSCOTT ROAD
BENBROOK, TEXAS 76126**

**WORKSESSION 7:00 P.M.
CENTRAL CONFERENCE ROOM, OPEN TO PUBLIC**

1. Review and discuss items for regular meeting and possible future items
2. Roles and Responsibilities of the Parks and Recreation Board

**REGULAR MEETING 7:30 P.M.
COUNCIL CHAMBERS**

I. CALL TO ORDER

II. APPROVAL OF MINUTES

- I. Approval Of Minutes - October 12, 2016

Documents:

[PARKSMINUTES 10-12-16.PDF](#)

III. OATH OF OFFICE FOR NEW BOARD MEMBERS

IV. SELECTION OF BOARD CHAIRPERSON

V. SELECTION OF BOARD VICE CHAIRPERSON

VI. CONSIDER REVISED CONCESSIONAIRE AGREEMENT FOR BENBROOK LAKE
LIGHTED PAR 3 GOLF COURSE, DRIVING RANGE, MINI GOLF AND BATTING CAGES

- I. Consider Revised Concessionaire Agreement For Benbrook Lake Lighted PAR 3 Golf Course, Driving Range, Mini Golf And Batting Cages

Documents:

[03.08.17A DRIVING RANGE CONCESSIONAIRE ITEM.PDF](#)
[2017 CONSSesionARE AGREEMENT DRIVING RANGE.PDF](#)

VII. RECOMMEND EQUIPMENT FOR POCKET PARK

- I. Recommend Equipment For Pocket Park

Documents:

[03.08.17A POCKET PARK ITEM.PDF](#)

VIII. ADJOURNMENT

**BENBROOK PARKS AND RECREATION BOARD MEETING
MINUTES OF THE MEETING HELD
WEDNESDAY, OCTOBER 12, 2016
AT 7:30 PM**

The regular meeting of the Parks and Recreation Board of the City of Benbrook was held on Wednesday, October 12, 2016 at 7:30 p.m. in the Council Chambers at 911 Winscott Road with the following Board Members present:

Jean Sparks
Kyle Ewing
Dana McCallum
Karen Henderson
Robert Wood
Carol Stacy

Also Present: Bennett Howell, P.E., Public Services Director
Sue Clark, Recording Secretary

I. CALL TO ORDER

Meeting called to order at 7:30 p.m. by the Chair, Karen Henderson.

II. APPROVAL OF MINUTES

Regular Meeting – January 13, 2016

Motion by Mr. Ewing to approve the minutes of the January 13, 2016 meeting.
Second by Ms. Stacy. The Chair called the question.

Vote on the motion:

Ayes: Ms. Sparks, Mr. Ewing, Ms. McCallum, Ms. Henderson, Mr. Wood
and Ms. Stacy

Nays: None

Motion carried: 6 – 0

Special Meeting – August 6, 2016

Motion by Mr. Ewing to approve the minutes of the August 6, 2016 Special Meeting. Second by Mr. Wood. The Chair called the question.

Vote on the motion:

Ayes: Ms. Sparks, Mr. Ewing, Ms. McCallum, Ms. Henderson, Mr. Wood and Ms. Stacy

Nays: None

Motion carried: 6 – 0

III. REPORTS FROM CITY STAFF

Consider Power Play Racing's revised Concessionaire Agreement. The applicant wants to increase the size of the lease space to incorporate additional land for his business.

The Chair introduced the item and asked for a report from staff.

Bennett Howell, Director of Public Works, said Concessionaire Agreement is an agreement between the Corps of Engineers, concessionaires and the City. Power Play Racing's agreement with the City started in 1997. The owner is now requesting expansion into the old Sailing Center property.

The owner of Power Play Racing works on large, high-end boats, some of which are too large to run on Benbrook Lake.

The Concessionaire Agreement is for a ten-year term and pays a monthly fee of three-percent of the gross revenue or \$50, whichever is more.

The owner is going to construct a covered boat storage area and install a live-in security shack. They will continue using the existing septic system that is on the old Sailing Center property.

Staff recommends that the Parks Board approve the revised Concessionaire Agreement for Power Play Racing.

Mr. Howell said the agreement, if approved, will go to the City Council for their approval, the first meeting in November and then to the Corps of Engineers for their approval.

Following discussion between the Board and Mr. Howell, the Chair called for a motion.

Motion by Mr. Wood to approve the Concessionaire Agreement with Power Play Racing. Second by Ms. McCallum. The called the question.

Vote on the motion:

Ayes: Ms. Sparks, Mr. Ewing, Ms. McCallum, Ms. Henderson, Mr. Wood and Ms. Stacy

Nays: None

Motion carried: 6 – 0

IV. ADJOURNMENT

Meeting adjourned at 7:45 p.m.

APPROVED

Chair

_____, 2017



City of Benbrook

PARKS BOARD COMMUNICATION

DATE: 03/08/17	REFERENCE NUMBER:	SUBJECT: Consider Revised Concessionaire Agreement for Benbrook Lake Lighted Par 3 Golf Course, Driving Range, Mini Golf and Batting Cages	PAGE: 1 of 1
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BACKGROUND

In 2002, Debbie Reynolds entered into a Concessionaire Agreement with the City that included the Driving Range, Mini Golf and Batting Cages. At the same time, Penny Reynolds entered into a Concessionaire Agreement that included the Lighted Par 3 Golf Course. The terms for both agreements were for fifteen (15) years and it is time to renew both agreements. Debbie Reynolds has agreed to purchase the Lighted Par 3 Golf Course from Penny Reynolds pending approval of this new Concessionaire Agreement by the City and Corps of Engineers.

Debbie Reynolds plans keeping all the businesses operating the same and investing over \$100,000 in these businesses over the next five (5) years.

The financial terms of the revised Agreement would not change and the term is for ten years with a five year extension. The Parks Board recommended approving this agreement at their March 2, 2017 meeting and the Corps of Engineers has conceptually approved of the project, pending approval by the City Council. The revised Agreement will not become final until the Corps of Engineers provides written approval to the City.

FINANCING

The City Council has authorized funds for the park equipment, picnic tables, park benches and concrete work. To save money, the Parks department will install the park equipment, picnic tables and park benches. The concrete work will be contracted to a qualified contractor.

RECOMMENDATION

Staff recommends that the Parks Board recommends one of three equipment types to the City Council for approval.

SUBMITTED BY:	DISPOSITION BY COUNCIL: <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)	PROCESSED BY:
CITY MANAGER		CITY SECRETARY
		DATE:

CONCESSION AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TARRANT §

WHEREAS, on the 24th day of March, 1977, the City of Benbrook, Texas (hereinafter referred to as "CITY"), acting by and through its duly authorized Mayor, accepted a lease granted to it by a written agreement executed on the 13th day of June 1977, wherein the Secretary of the Army granted to the CITY Lease DACW63-1-770445 for a period of fifty (50) years, commencing on 13 June, 1977, to use and occupy an area in Tarrant County, Texas, Benbrook Lake Project, for public park and recreational purposes, reference to said lease agreement being hereby made for all purposes to the same extent as if set out herein word for word; and,

WHEREAS, Debbie Reynolds and Terri Janak, doing business as Benbrook Lake Lighted Par 3 Golf Course, Driving Range, Mini Golf and Batting Cages (hereinafter referred to as "CONCESSIONAIRE"), has requested permission to use a portion of CITY lease property on Benbrook Lake as shown on Exhibit "A" and Exhibit "B" as attached hereto and made a part hereof, to operate a golf course, driving range, mini golf and batting cages, and other improvements; and

WHEREAS, Condition 5a of the said lease agreement authorizes the CITY to enter into concession agreements with third parties providing needed services to the public, subject to the approval of the District Engineer, Corps of Engineers, Fort Worth District (hereinafter referred to as "DISTRICT ENGINEER");

NOW, THEREFORE,

For and in consideration of the premises and the covenants thereafter set forth, and in accordance with the above quoted authority, the CITY, acting by and through its duly authorized Mayor, hereby grants to CONCESSIONAIRE, authority to operate commercial activities on CITY lease property set forth in said lease agreement referred to above, for a term of ten (10) years, commencing on March ____, 2017 and ending on February 28, 2027, with an option to extend the lease for five (5) additional years, including compensation amounts, payable to the CITY, by the CONCESSIONAIRE, as may be agreed upon in the future in writing between the CITY and the CONCESSIONAIRE, and approved in writing by the DISTRICT ENGINEER. It is expressly agreed and understood that all of the terms, conditions, privileges and obligations incorporated in the lease issued to the CITY, by the Secretary of the Army, are as binding on the CONCESSIONAIRE as if they were set forth herein.

This agreement is granted subject to the following conditions:

1. Terms

That the CONCESSIONAIRE shall pay to the CITY compensation for the concession privileges currently authorized in a sum equal to three percent (3%) gross revenues per month from all of the business operations conducted under this agreement by CONCESSIONAIRE with all lease rates to be reviewed every year which said payments shall be made in monthly installments, each to be due and payable on or before the 10th day of the calendar month following the end of each month. A 10% late penalty will be levied against any payment that is late by a period of more than 15 days from the 10th day of each month. In the event that the CONCESSIONAIRE and the CITY are unable to agree upon adjusted remuneration at the conclusion of each annual period as set forth above, then, in such event, this lease shall terminate within thirty (30) days from the expiration. The CONCESSIONAIRE shall also pay to the CITY on demand, any sum which may have to be expended after the expiration, revocation, or termination of this agreement in restoring the premises to as good order and condition as that existing upon the date of commencement of the term of this agreement, damage beyond the control of the CONCESSIONAIRE and due to wear and tear excepted. Compensation shall be made payable to the CITY and forwarded by the CONCESSIONAIRE directly to the CITY.

In this Section, "gross revenues" means all revenues that CONCESSIONAIRE receives from the sale of property, services and commercial activities on the demised premises before deductions for any purpose. The City shall have the right, with reasonable prior notice to CONCESSIONARIE, to audit CONCESSIONAIRE'S books and records to confirm the amount of gross revenues actually received by CONCESSIONAIRE from the sale of property, services and commercial activities on the demised premises.

2. Activities

That the CONCESSIONAIRE is authorized to conduct all commercial activities at such sites as are specified by the CITY, and approved in writing by the DISTRICT ENGINEER. That the sites shall be occupied and used by the CONCESSIONAIRE or his duly authorized agents, assignees, sublessees, or transferees solely for the conduct of business in connection with recreation for the general public. Business in connection with recreation shall include but not necessarily be limited to the following:

- a.) The operation of the golf course, driving range, batting cages and miniature golf course.
- b.) A gate charge or fee for various public recreation privileges.
- c.) Sale of food and refreshments excluding alcoholic beverages.
- d.) Rental of recreational items including golf carts, golf clubs and sporting goods.
- e.) Provision of fresh water source and sanitary facilities.

- f.) Fees for league and tournament play.
- g.) Individual and group golf and batting lessons.

3. Business

That said business shall be initiated and operated in a manner satisfactory to the CITY, commencing on the effective date of this instrument, and thereafter the CONCESSIONAIRE shall conduct such of the permitted activities, as the CITY shall at any time specify.

4. Facilities

The CONCESSIONAIRE agrees to make the following facility improvements within two hundred and fifty (250) days of receiving official lease approval from the DISTRICT ENGINEER. Under extenuating circumstances additional time may be granted for the development of some improvements. Such extension must be approved in writing by the City of Benbrook, Texas, and the Corps of Engineers. The CITY and the Corps of Engineers may consider the CONCESSIONAIRE in violation of the lease agreement if the facility improvements noted below are not constructed or fail to be maintained or replaced.

- (a) Replace roof and repaint storage shed
- (b) Replace mini putters and golf balls
- (c) Repaint separator boards on tee boxes
- (d) Repair chain link fence
- (e) Repair wood fence
- (f) Replace sign by the road
- (g) Website refresh
- (h) Repair holes in parking lot
- (i) Plat tee boxes with sand and grass
- (j) Clean up Par 3 fence line
- (k) Repair holes around pond
- (l) Repair or replace dumpster screen
- (m) Repair cart path on south end of pond
- (n) Add water heater for shower in clubhouse

5. Rates and Prices

That prices to be charged for services and rented services shall be subject to the written approval of CITY and the DISTRICT ENGINEER, and a schedule of such prices shall be submitted to the CITY for its approval prior to commencement of operations, and prior to the commencement of each year of operation thereafter. The CONCESSIONAIRE shall, at all times, keep a schedule of such prices displayed in a conspicuous place on the occupied premises during class sessions and prices charged shall not exceed those shown on the approved price list.

6. Health and Safety

That the CONCESSIONAIRE shall comply with all Federal laws and regulations and with all the laws, ordinances, and regulations of the state and county wherein the said demised premises are located with regard to construction, sanitation, license or permits to do business, and all other matters. The CITY or the DISTRICT ENGINEER, upon finding that a violation exists that constitutes a health or safety hazard may suspend the use of that operation or facility until such violation is corrected.

7. Taxes

That any and all tax which may be lawfully imposed by the State or its political subdivisions upon the property or business of the CONCESSIONAIRE on the said premises shall be paid promptly by the CONCESSIONAIRE.

8. Prohibited Uses

That the CONCESSIONAIRE shall not sell, store, or dispense, or permit the sale, storage, or dispensing on the said premises of any alcoholic beverages, or permit to be installed or operated any devices or conduct any activities thereon, except where such devices and activities are legally authorized and then only after receipt of written approval by the DISTRICT ENGINEER, or permit to be installed or operated any devices or conduct any activities thereon which, in the opinion of the CITY are contrary to good morals or are otherwise objectionable.

The CONCESSIONAIRE shall not use the premises or permit them to be used for any illegal or immoral business or purpose; there shall not be carried on or permitted upon the premises any activity that would constitute a nuisance. CONCESSIONAIRE shall not store salvage or other similar materials on site.

9. Transfers, Subleases, Assignments

That the CONCESSIONAIRE shall not transfer, sublease, or assign this agreement or privileges thereunder, nor any interest whatsoever in connection with this agreement without permission in writing from CITY and the DISTRICT ENGINEER.

10. Navigation

That there shall be no unreasonable interference with navigation by CONCESSIONAIRE or his employees in the exercise of the privileges hereby granted.

11. Public Use

That no attempt shall be made by the CONCESSIONAIRE to forbid the full and free use by the public of the water areas of the reservoir or the public use areas that may be

developed upon the said premises in accordance with the purpose and intent of the Act of Congress approved 22 December 1944, as amended.

12. Lights and Signals

That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the DISTRICT ENGINEER shall be installed and maintained at the expense of the CONCESSIONAIRE.

13. Termination

That the CONCESSIONAIRE may terminate this agreement at any time by giving thirty (30) days notice in writing to the CITY, provided that, in case of such, termination, no remission by the CITY of any rental or gross revenues theretofore paid shall be made. This agreement may be terminated by the CITY under the terms of Section 22-REVOCATION contained herein.

14. Inspections

That the use and occupation of the premises shall be subject to the general supervision and approval of the CITY, and to such rules and regulations as may be prescribed by it from time to time. The CITY may perform compliance inspections of all utilized building and facility premises and shall prescribe corrective action for all non-compliance. The DISTRICT ENGINEER also reserves the right to perform periodic inspections of all CONCESSIONAIRE activities and to require the CITY to notify CONCESSIONAIRE of deficiencies and prescribe corrective measures. The CONCESSIONAIRE also agrees to abide by any and all conditions of the master lease agreement (Lease DACW63-1-77-0445) between the CITY and the U. S. Army Corps of Engineers. The CITY or the DISTRICT ENGINEER may terminate this concession agreement with sixty (60) day notice, upon failure of the CONCESSIONAIRE to correct said deficiencies, within a reasonable time as determined by the CITY and the DISTRICT ENGINEER.

15. Right to Enter

That the right is hereby reserved to the CITY and to the United States, its officers, agents and employees to enter the demised premises at any time for inspection and to monitor the activities of CONCESSIONAIRE and for any purpose necessary or convenient in connection with government work, to manipulate the level of the reservoir or pool in any manner whatsoever, and to draw down the reservoir or pool to any extent at any time, and the CONCESSIONAIRE shall have no claim for damages of any character on account thereof against the CITY or the United States or any officer, agent, or employee thereof.

16. Government Facilities

That the right is hereby reserved to the county and state and the United States, its officers, agents, and employees, to construct or to permit the construction of facilities suitable for communication, electrical distribution or transmission, water supply, sewerage disposal, access roads, and similar purposes on the premises, and the CONCESSIONAIRE shall have no claim for compensation or damages of any character on account thereof.

17. Protection of Government Property

That the CONCESSIONAIRE shall be responsible for any damages that may be caused to property of the CITY, or government property by the activities of the CONCESSIONAIRE under this agreement and shall exercise due diligence in the protection of all improvements, timber, and other property of the CITY or of the United States which may be located on the said premises against fire or damage from any and all other causes.

18. Indemnification

THAT NEITHER THE CITY, NOR THE UNITED STATES SHALL BE RESPONSIBLE FOR DAMAGES TO PROPERTY OR INJURIES TO PERSONS WHICH MAY ARISE FROM OR BE INCIDENT TO THE USE AND OCCUPATION OF THE SAID PREMISES, NOR FOR DAMAGES TO THE PROPERTY OF THE CONCESSIONAIRE, OR FOR INJURIES TO THE PERSON OF THE CONCESSIONAIRE, OR FOR DAMAGES TO THE PROPERTY OR INJURIES TO THE PERSON OF THE CONCESSIONAIRE'S OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, OR OTHERS WHO MAY BE ON SAID PREMISES AT THEIR INVITATION OR THE INVITATION OF ANYONE OF THEM, ARISING FROM OR INCIDENT TO THE FLOODING OF THE SAID PREMISES BY THE GOVERNMENT OR FLOODING FROM ANY OTHER CAUSE, OR ARISING FROM OR INCIDENT TO ANY OTHER GOVERNMENTAL ACTIVITY; AND THE CONCESSIONAIRE SHALL INDEMNIFY AND HOLD THE CITY AND THE UNITED STATES HARMLESS FROM ANY AND ALL SUCH CLAIMS.

19. Restoration

That, on or before the date of expiration of this agreement, or its termination by the CONCESSIONAIRE, the CONCESSIONAIRE shall at the CONCESSIONAIRE'S cost vacate the premises, remove the property of the CONCESSIONAIRE therefrom, and restore the premises to as good order and condition as that existing upon the date of commencement of the terms of this agreement, damages beyond the control of the CONCESSIONAIRE and due to fair wear and tear excepted. If, however, this

agreement is revoked, the CONCESSIONAIRE shall vacate the premises, remove the property of the CONCESSIONAIRE therefrom, and restore the premises to the condition aforesaid within such times as the CITY may designate with sixty (60) day notice. In either event, if the CONCESSIONAIRE shall fail or neglect to remove the property of the CONCESSIONAIRE shall either become the property of the CITY without compensation therefore, or the CITY may cause it to be removed and the premises so to be restored at the expense of the CONCESSIONAIRE, and no claim for damages against the CITY or its officers or agents shall be created by or made on account of such removal and restoration work.

20. Joint Obligations

That if more than one individual is named in this agreement, the obligations of said individuals herein contained shall be joint and several obligations.

21. Notice

Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed and deposited postage prepaid in a post office or branch post office regularly maintained by the United States Government. Notices will be sent to Debbie Reynolds, 1801 Winscott Road, Benbrook, Texas 76126. Notices will be sent to the City addressed to the City Manager, 911 Winscott Road, Benbrook, Texas 76126.

22. Revocation

This agreement may be revoked by the CITY upon the occurrence of any of the following events:

- (a) Non-payment of gross revenues.
- (b) A breach by the CONCESSIONAIRE of any of the terms or conditions of this agreement, including failure to perform prescribed corrective action for non-compliance.
- (c) Termination of the Department of Army lease.
- (d) Inability of the CONCESSIONAIRE and the CITY to agree upon adjusted remuneration at the end of any annual term as set forth.

23. Insurance

That CONCESSIONAIRE will fully indemnify, defend, and save whole and harmless the CITY from all claims or cause of action against it that may arise in connection with the maintenance and operation of the entire premises, which include all areas included in or adjacent to, and used in connection with, any devices or equipment placed at or beyond the shoreline of Benbrook Lake, and that, prior to commencing operations under this agreement, the CONCESSIONAIRE will obtain from a reputable insurance company, acceptable to the CITY and carry liability or indemnity insurance so indemnifying the CITY providing for limits not less than Two Million Dollars (\$2,000,000.00) per anyone

claim arising from any accident with respect to bodily injuries or death resulting therefrom, and/or damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the CONCESSIONAIRE. The CONCESSIONAIRE shall present a certificate to the CITY naming the CITY as the additional insured. The insurance carrier and the CONCESSIONAIRE must provide the CITY notice within 30 days prior to cancellation of said policy or any amendment to the policy or the amount of coverage.

24. Non-Discrimination

That the CONCESSIONAIRE shall not discriminate against any person or persons because of race, creed, color, sex, age, or national origin in the conduct of operations on the premises.

This constitutes the entire agreement between the parties, and all previous agreements are either merged herein or rescinded.

IN TESTIMONY WHEREOF, the parties hereto have each caused this instrument to be executed in duplicate originals, on this the ____ day of March, 2017.

BENBROOK LAKE LIGHTED PAR 3
GOLF COURSE, DRIVING RANGE,
MINI GOLF AND BATTING CAGES

CITY OF BENBROOK, TEXAS

Debbie Reynolds, Concessionaire

Jerry B. Dittrich, Mayor

Terri Janak, Concessionaire

ATTEST:

ATTEST:

Joanna King, City Secretary

EXHIBIT A

Lot 1

Field notes of 14.709 acres of land out of the Milly Gilbert Survey Abst. #571 and the Abner Hodge Survey Abst. #1790 in Tarrant County Texas. Beginning at the most Northerly N.E. corner of a tract of land deed to U.S.A. by Ed Sproles as shown in Vol. 1954 page 107 D.R.T.C.T. Thence South 27 degrees, 10 minutes East 1,724.5 feet to a con. mon. Thence South 46 degrees 19 minutes West 274.75 feet to the West line of Winscott Road. Thence with said West line: South 23 degrees 57 minutes 40 seconds East 50.0 feet. South 14 degrees 19 minutes East 40 feet, Thence South 13 degrees 19 minutes West with the West line of Beach Road, a distance of 38.52 feet an iron pin THE PLACE OF BEGINNING OF THE LAND TO BE DESCRIBED. Thence South 9 degrees 10 minutes 30 seconds West with the West line of said road 284.75 feet an iron pin. THENCE South 3 degrees 4 minutes West with said West line 266.2 feet an iron pin. Thence North 1 degree 35 minutes EAST 364.1 feet a pipe. Thence North 24 degrees 42.02 seconds East 199.71 feet a pipe. Thence North 26 degrees 32 minutes 15 seconds East 306.94 feet a pipe. Thence North 16 degrees 51 minutes 56 seconds East 453.5 feet an iron pin. Thence South 29 degrees 44 minutes 20 seconds East with North line of Park limit 857.17 feet to the place of beginning.

Lot 2

A tract of land situated in the County of Tarrant, State of Texas being a portion of C. Stevens Survey A-1836 and James Reasoner A-1325, commencing at a point on Beach Road and going thence in a southerly direction 675 feet to the intersection of Beach Road and Lake Shore going thence in a westerly direction 1,097 feet following the contour of Lake Shore going thence in a North-Northwesterly direction 400 feet going thence in a southeasterly direction 920 feet following the contour of the drainage ditch going thence in an easterly direction 820 feet to the point of commencement. Said land being shown more fully on "Exhibit B", attached to this agreement and made a part hereof for all purposes.

EXHIBIT B

Benbrook Lake Lighted Par 3 Golf Course, Driving Range, Mini Golf and Batting Cages Boundary





City of Benbrook

PARKS BOARD COMMUNICATION

DATE: 03/08/17	REFERENCE NUMBER:	SUBJECT: Recommend Park Equipment for Pocket Park	PAGE: 1 of 6
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BACKGROUND

The Benbrook United Methodist Church (BUMC) located at 1122 Bryant Street seeks to partner with the City to develop an approximately one-acre pocket park on an under-utilized portion of the church's property at the northeast corner of Cozby West Street and Mildred Lane. BUMC has agreed to lease the property to the City for park purposes, provided that the City will construct and maintain the park.

The pocket park is intended to serve the surrounding neighborhood with a similar set up as Twilight Park. As proposed, park amenities will include grass open space, a small playground area w/equipment and a concrete walking track surrounding the playground area. Park benches will be strategically placed around the walking track. Park amenities do not include dedicated parking, public restrooms, lighting or irrigation. Park visitors will be permitted to park in the church parking lot. On street parking is also permitted in this area.

Per the lease agreement, the City will responsible for the maintenance of the park and its facilities, including all mowing. BUMC will retain use of the property for church activities and overflow parking. The lease agreement runs for a ten-year term with a one automatic five-year renewal.

There are three types of playground equipment that meets the allotted budget. All three selections are for children 5 to 12 years of age and can handle approximately 45 children. A general layout is shown below.

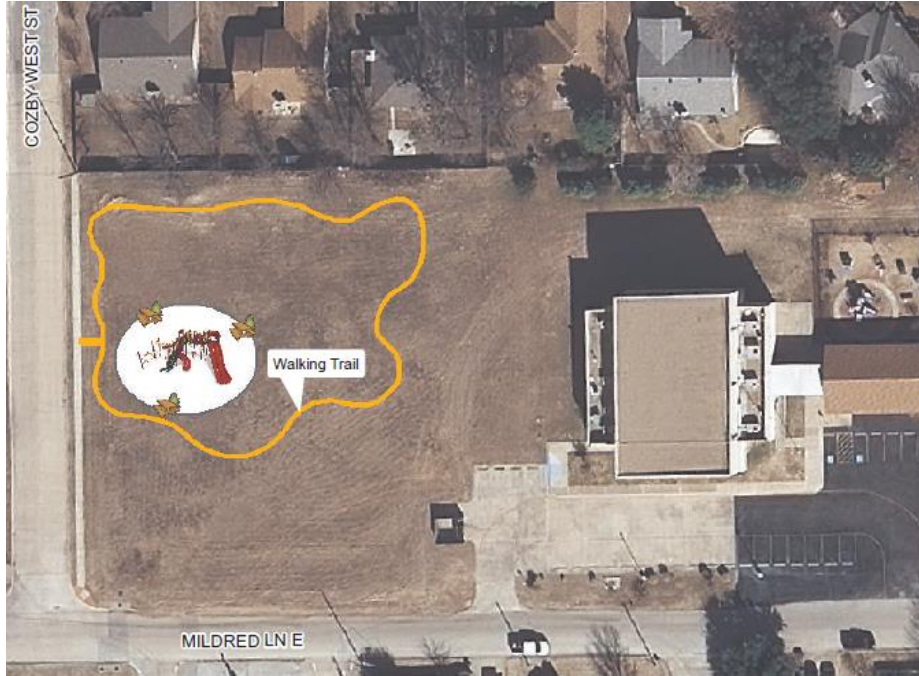
SUBMITTED BY:	DISPOSITION BY COUNCIL: <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE:

DATE:
03/08/17

REFERENCE
NUMBER:

SUBJECT:
Recommend Park Equipment for Pocket Park

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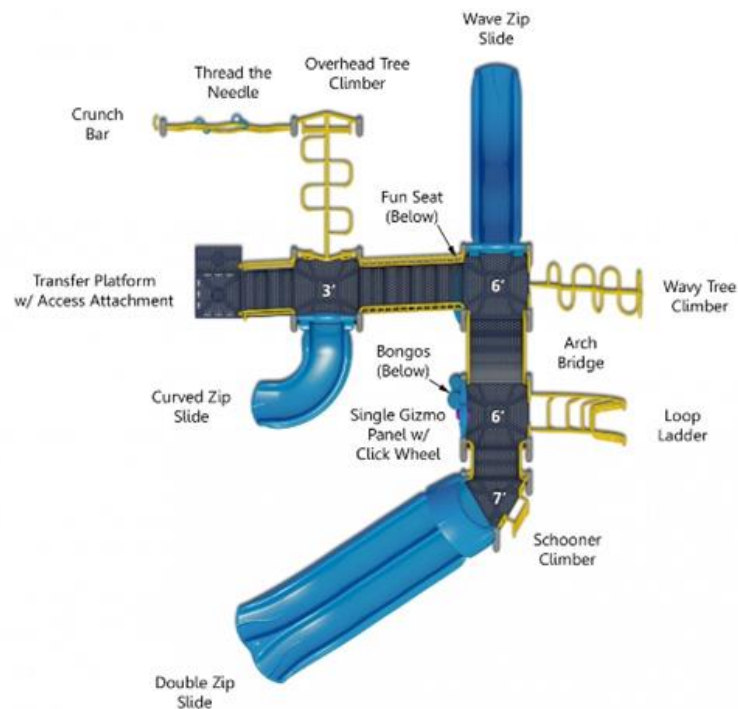


Stonehaven

The equipment includes: thread the needle, loop ladder, gizmo panel, double zip slide, curved zip slide, overhead tree climber, wavy tree climber, bongos and arch bridge.



Side View



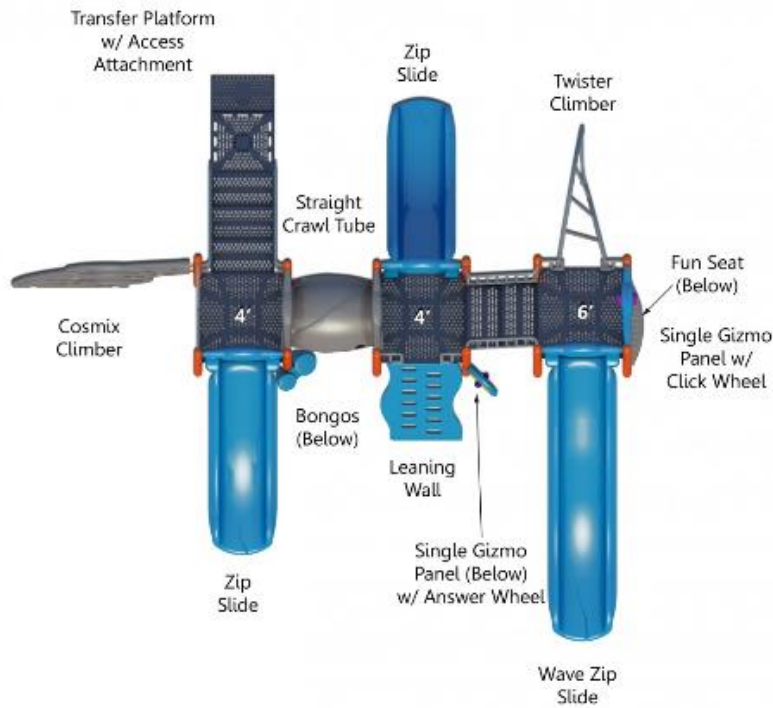
Top View

Surfin

The equipment includes: crawl tube, GT Jams, zip slides, cosmix climber, leaning wall climber, twister climber and fun seat.



Side View

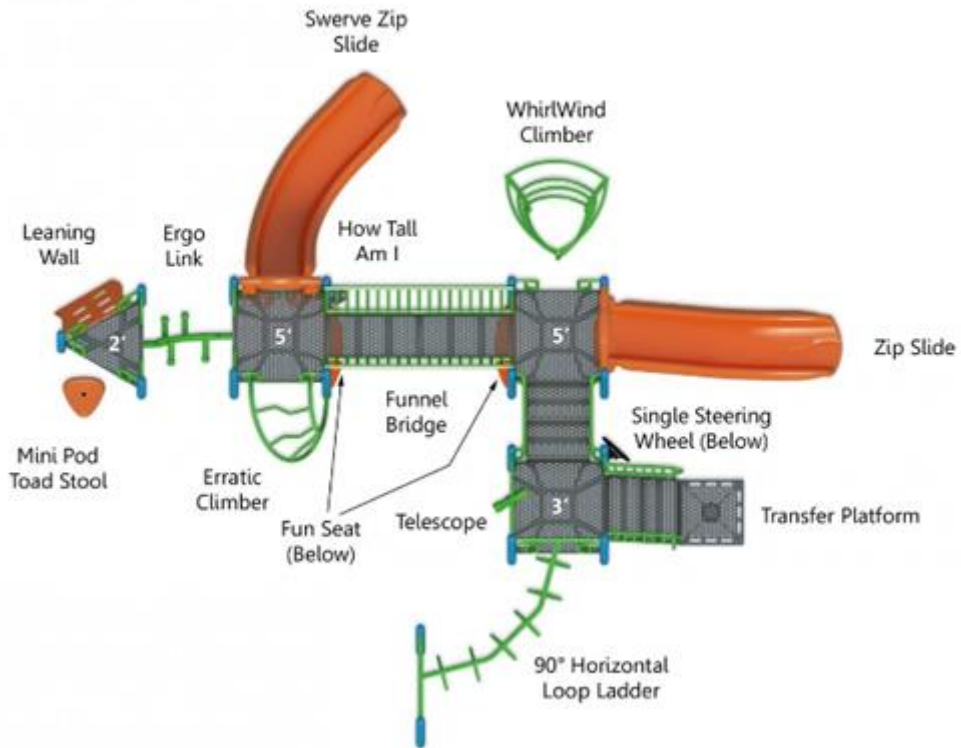


Top View

Fieldstone



Side View



Top View

DATE:

03/08/17

REFERENCE
NUMBER:

SUBJECT:

Recommend Park Equipment for Pocket Park

PAGE:

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FINANCING

The City Council has authorized funds for the park equipment, picnic tables, park benches and concrete work. To save money, the Parks department will install the park equipment, picnic tables and park benches. The concrete work will be contracted to a qualified contractor.

RECOMMENDATION

Staff recommends that the Parks Board recommends one of three equipment types to the City Council for approval.