

**JOINT MEETING OF THE  
SEBASTIAN COUNTY QUORUM COURT  
AND FORT SMITH BOARD OF DIRECTORS**

**Monday, December 12, 2011  
Elm Grove Community Center at Martin Luther King Jr. Park  
1815 N. Greenwood Ave.**

**Dinner Served at 6:15 p.m.  
Meeting Begins at 6:45 p.m.**

- 1. CALL TO ORDER and INTRODUCTIONS**
  
- 2. DISCUSS INTEREST OF RECREATION PROVIDERS AND SCHOOLS IN FACILITIES AT CHAFFEE CROSSING AND BEN GEREN REGIONAL PARK**
  
- 3. DISCUSS AN AGREEMENT FOR POSSIBLE JOINT PARTICIPATION PROJECTS AT BEN GEREN REGIONAL PARK**
  - A. Softball Fields**
  - B. Aquatic Center**
  
- 4. DISCUSS FUNDING PLAN FOR PROJECTS OF MUTUAL INTEREST**
  
- 5. DISCUSS PROPOSAL BY RIVER VALLEY SPORTS COMPLEX ORGANIZATION FOR BALL FIELDS AT CHAFFEE CROSSING**
  
- 6. ADJOURN**

DRAFT

**JOINT MEETING OF THE  
SEBASTIAN COUNTY QUORUM COURT  
AND THE CITY OF FORT SMITH BOARD OF DIRECTORS  
MONDAY, NOVEMBER 21, 2011, 6:00 pm  
ELM GROVE COMMUNITY CENTER@MARTIN LUTHER KING, JR. PARK  
1815 NORTH GREENWOOD AVE. FORT SMITH, ARKANSAS**

**Dinner was served at 5:30 p.m.**

Mayor Sanders called the meeting to order at 6:00 p.m. Others in attendance were County Judge, David Hudson, City Administrator, Ray Gosack, Quorum Court Members Johnny Hobbs, Phil Hicks, Shawn Looper, Shaun Weidman, Leo Faulkner, Jim Perry, Donald Carter, Lisa Sellers, Dickie Robertson, Linda Murry, Bob Schwartz and Ray Stewart, City Directors Steve Tyler, Andre' Good, Don Hutchings, George Catsavis, Pam Weber, Kevin Settle and Phil Merry, Jr., Other Elected County and City Officials, Lee Webb, representing River Valley Sports Complex at Chaffee Crossing, Members of the Softball Association, Joe Mundy and Mike Bock, Bud Harper, Parks Board Member and Ivy Owen, Chaffee Redevelopment Authority.

Judge Hudson presented a power point review that showed the proposed ball fields, improvements to concessions, parking, etc. and aquatics layout at Ben Geren Park.

A draft copy of An Agreement between the City of Fort Smith and Sebastian County Regarding Ben Geren Regional Park was presented for consideration. If the agreement is approved, both the County Judge and the City Administrator will sign it.

Phil Merry discussed the ball fields at both Ben Geren and Chaffee Crossing and the possibility of the Land & Water Conservation Grant being used for ball fields at Chaffee Crossing.

Ray Gosack explained that the Conservation Grant is not tied to ball fields only. If the tournament ball fields at Chaffee Crossing do not qualify for the grant, other types of recreational projects could qualify.

Pam Weber asked if the two groups (Ben Geren & Chaffee Crossing) had met and tried to work something out like putting all the fields at one location? Or maybe have the youth play ball at Chaffee Crossing and the adults play ball at Ben Geren.

George Catsavis asked how Chaffee Crossing would pay for its on going cost. Lee Webb, representing the River Valley Sports Complex at Chaffee Crossing, stated that on going costs would be paid with tournament fees and at no cost to the City.

Andre' Good stated that he was in favor of ball fields at both Ben Geren and Chaffee Crossing. He stated that he wants our Kids to have quality places to play.

DRAFT

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Judge Hudson stated that the real issue is maintaining the fields. Saying the question is: Where is the money coming from for on going operation costs and maintenance?

Ray Gosack stated that ideally the City would have a Sales Tax Election in March to provide revenue to continue wet weather sanitary sewer work without interruption. Without the Sales Tax Election, funds will run out in May 2012 and construction will come to a halt. Mr. Gosack stated that in order to have a March election, an Election Ordinance would have to be adopted at the first meeting in January.

Kevin Settle discussed the partnership agreement.

Shawn Looper asked if the agreement was to annex the whole park.

Judge Hudson stated that the agreement could be all or apart of the park.

George Catsavis asked about First Tee. Phil Merry stated that the County takes care of the roads and First Tee takes care of everything else.

Phil Merry stated that it is his understanding that the City and County would share in the loss/profits of the water park with the City operating the water park and the County would operate the Ball Fields including the two replacement fields from Andrew's Field. However, the City would reimburse the County from the City general fund any expenses from those two replacement fields.

Judge Hudson asked about a straw vote or clarity from Quorum Court Members & City Board of Directors regarding the Aquatics Center and Ball Fields.

Shawn Looper said that a vote depends on the budget.

Judge Hudson stated that the Quorum Court would see the budget the 1<sup>st</sup> week of December.

Ray Gosack stated that the City would need to know the Quorum Court's decision by the end of December in order for the City to get an ordinance ready for the January Board Meeting.

DRAFT

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Andre' Good stated that a lot of thought should be given as to how the items are put on the ballot.

Phil Hicks agreed that before any decisions could be made, the budget had to be seen.

Judge Hudson scheduled another joint meeting between the City of Fort Smith Board of Directors and Sebastian County Quorum Court on Monday, December 12<sup>th</sup>. Mr. Gosack will check on the location for the joint meeting.

Linda Murry made a motion to cancel the Quorum Court Meeting scheduled for Tuesday night, November 22, 2011, and give Members time to review the budget materials prior to next meeting.

Phil Hicks seconded the motion.

By a show of hands vote, the motion passed with 9 voting YES and 3 (Dickie Robertson, Ray Stewart and Don Carter) voting NO.

Budget Materials will be delivered to each Quorum Court Member on Tuesday, Nov. 22, 2011.

Judge Hudson stated that the next meeting of the Quorum Court is scheduled on Tuesday, November 29<sup>th</sup> @ 6:00 PM.

Meeting adjourned at 7:10 PM

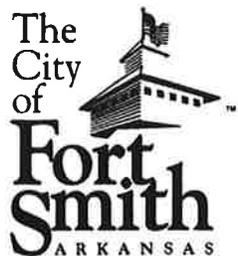
Respectfully submitted:

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Sharon Brooks, County Clerk

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Ann Selig, Deputy Clerk



## **MEMORANDUM**

December 9, 2011

**TO:** Mayor and Board of Directors

**FROM:** Ray Gosack, City Administrator

**SUBJECT:** Projects at Ben Geren Regional Park

One of the strategic priorities from your May 2011 retreat is **BEN GEREN PARK IMPROVEMENTS**. The board met with the Sebastian County Quorum Court on September 13<sup>th</sup> and provided the following direction:

- 1) Work with Sebastian County to prepare an agreement for capital funding and operations for an aquatic center and 2 new softball fields, and for annexation of the park.
- 2) Consider a funding request of \$250,000 from the River Valley Sports Complex organization for tournament facilities at Chaffee Crossing.

Attached is a draft agreement which the County Judge and city staff have prepared for the Ben Geren Park projects. The agreement creates a 50/50 partnership for the aquatics center. The responsibility for constructing the 2 new softball fields would be the city's. The county will maintain the fields, and the city will annually reimburse the county for the maintenance expenses. The agreement provides for annexation of the park into Fort Smith's city limits.

Also attached is a proposal and business plan from the River Valley Sports Complex organization for tournament-quality ball fields at Chaffee Crossing. Questions about the proposal and responses from the RVSC are attached. Jake Files and Lee Webb of the RVSC will attend the meeting to discuss the proposal and business plan.

At the November 21<sup>st</sup> joint meeting of the quorum court and city board, the board asked sports organizations if they prefer to play at Ben Geren Park or at the proposed Chaffee Crossing sports complex. Attached is a summary of each group's interests.

Past meetings have included discussion about replacement facilities to complete the conversion requirements of the Land and Water Conservation Fund (LWCF) grant from the federal government used at Andrews Field many years ago. Attached is a report from Mike Alsup about this.

The funding source previously discussed for the city's share of these projects has been sales tax bonds supported by an existing 1% city sales tax. Final discussion of all of the sales tax bond election projects is planned for the December 13<sup>th</sup> study session. Issuance of the bonds requires voter approval. A March 2012 election date is needed so that we don't run out of construction funds for the wet weather sanitary sewer projects. An election held after March results in the risk of suspending the sewer construction work. An ordinance calling for a March 2012 election will need to be adopted at the January 3, 2012 board meeting.

If there's any questions or a need for more information, please let me know.

- Ray

Attachments

cc: David Hudson, Sebastian County Judge

## **PLAYING LOCATIONS OF VARIOUS ORGANIZATIONS**

**BEN GEREN SOFTBALL ASSN.                      Adult and children's leagues**

Currently plays at Ben Geren Regional Park and desires to continue playing both adult and children's leagues at the park.

**SEBASTIAN COUNTY  
GIRLS SOFTBALL LEAGUE                      Girls softball league**

Currently plays at Ben Geren Regional Park, sharing fields with the Ben Geren Softball Assn. Previously played at Andrews Field. River Valley Sports Complex (Chaffee Crossing project) has offered to include in its plans 4 new fields for the league's exclusive use. The league has determined that it prefers to remain at Ben Geren Park (see attached letter).

**FORT SMITH PUBLIC SCHOOLS                      High school girls softball**

Currently plays at Evans Boys Club (Southside H.S.) and Ben Geren Park (Northside H.S.). Is interested in new, tournament-quality facilities. Needs 2 fields – one for each high school; and would consider hosting high school tournaments. May not spend public funds to construct facilities on land the school district doesn't own.

**UNIVERSITY OF ARKANSAS FORT SMITH**

Currently doesn't have a women's softball program. Would consider adding softball if a proper facility is available. May not spend public funds to construct facilities on land the university doesn't own.



## Help Us Keep Playing

**Sebastian County Girls Softball League, Inc.**

P.O. Box 6337

Fort Smith, AR 72906

**To: The City of Fort Smith Board of Directors, The Sebastian County Quorum Court,  
and the River Valley Sports Complex Association**

**From: The Sebastian County Girls Softball Association**

Friends,

Thank you so much for your invitation to move our league to the newly planned ball fields at Chaffee Crossing. The offer from the RVSCA to build 4 fields for the use of our organization was a surprise and we are very grateful for your offer. Our board met on Sunday December 3<sup>rd</sup> to discuss your offer and it was decided to remain at Ben Geren Park. I want to thank you for the time and effort you have spent on our behalf.

Thank you,

Mike Bock

Bob Calvert

**received**  
12/8/11

**AN AGREEMENT BETWEEN THE CITY OF FORT SMITH  
AND SEBASTIAN COUNTY REGARDING BEN GEREN REGIONAL PARK**

**This Agreement made and entered into between Sebastian County, Arkansas ("County"), and the City of Fort Smith, Arkansas ("City"), regarding Ben Geren Regional Park in Sebastian County, Arkansas ("Park").**

**WITNESSETH:**

**WHEREAS, Ben Geren Regional Park was established in 1972 from land dedicated to public recreation purposes allocated under the authority of the National Parks Service in perpetuity; and,**

**WHEREAS, softball facilities referred to as Andrews Fields were closed thereby requiring the Sebastian County Girls Softball Association to relocate their programs, which were then accommodated by the Ben Geren Regional Park softball facilities and by Park administrative support in cooperation with the Ben Geren Softball Association for joint utilization of these softball facilities during 2009-2011 and for 2012; and,**

**WHEREAS, the strategic Park planning process for Sebastian County has encouraged the active collaboration, involvement and cooperation of other governmental entities in order effectively and efficiently to utilize tax resources in a cooperative and collaborative fashion to enhance and improve recreational programming and services; and,**

**WHEREAS, Sebastian County owns and operates Ben Geren Regional Park in Sebastian County, Arkansas, as the consequence of an allocation of land under the authority of the National Parks Service, to be dedicated for public recreation purposes; and,**

**WHEREAS, the City of Fort Smith and Sebastian County are desirous to proceed with projects of mutual interest to both governmental entities for the collective benefit of the citizens and inhabitants of the City and County; and,**

**WHEREAS, the City and County are also desirous of sharing and/or allocating the expenses of designing and constructing an aquatic center as well as two softball fields; and,**

**WHEREAS, both parties and their respective citizens and inhabitants will benefit by the joint use and operation of such facilities,**

**NOW, THEREFORE, in exchange of the mutual benefits received by the County and the City, including the assistance of the other party in the discharge of their respective governmental operations, it is agreed as follows:**

- 1. Conditions Precedent. This Agreement is conditioned on the County appropriating and**

earmarking four million dollars (\$4,000,000) for the aquatic center project no later than January 31, 2012. It is also conditioned on the City, through its voters, authorizing the issuance of sales tax bonds in the estimated amount of five million two hundred fifty thousand dollars (\$5,250,000) for the aquatic center project and for construction of two (2) new softball fields, with the election to occur in or about March, 2012. If both of those conditions precedent do not occur, then this Agreement shall be null and void.

## 2. Aquatic Center Project

- A. The County and City agree to share equally in the cost of designing and constructing an aquatic center project, currently estimated to cost eight million dollars (\$8,000,000). The County and City, acting through their respective governing bodies, agree jointly to select an architect for the project, and will then jointly agree on the final design for the project. The bidding for and the construction of the aquatic center shall be managed by the City. Payments to the architect and to the selected contractor shall be made by the City. The County shall then reimburse the City for one-half (1/2) of such payments within twenty-one (21) days of payment of same by the City.
- B. The County and City will equally share in any net operating loss or profit from the operation of the aquatic center. The center will be managed and operated by the City, which shall initially pay all operating costs and receipt all revenues. The accounting for the disbursements and revenues received shall be accomplished in a separate fund/account so that all financial activity associated with the aquatic center can be segregated from all other city financial records. Payment for any operating loss or profit shall be due no later than ninety (90) days after the last day of operation for each calendar year. The County and City shall annually agree upon an operating budget by November 1 of each preceding year. The Operating budget shall include a reasonable depreciation allowance for future capital maintenance needs. A depreciation account shall be maintained by the City. Depreciation account balances may be invested as the City invests its other funds, and interest income shall be credited to the depreciation account. Expenditures from the depreciation account shall be approved by both the City and County. If the City and County determine to dissolve the depreciation account or the account is otherwise dissolved by operation of law, then any funds remaining after payment of all legal obligations shall be shared equally by the County and City.
- C. The County Judge or the County Judge's designee(s) and the City Administrator or the City Administrator's designee(s) shall meet at least once a year to discuss and agree upon operating policies and practices, hours of operation, admission fees, and other relevant matters. In advance of such meetings, the City shall prepare an annual report showing operating income and expenses, attendance, any operational problems/concerns, identifying significant capital maintenance needs,

and any recommendations for changes in operations.

### 3. Softball Fields Project

- A. The City shall provide up to one million two hundred fifty thousand dollars (\$1,250,000) for the design and construction of two (2) softball fields and for fencing, lighting, bleachers, parking, and restrooms/concession building adjacent to existing softball fields at Ben Geren Regional Park for principal, but not exclusive, use by the Sebastian County Girls Softball Association. These two (2) fields are intended as replacements for the loss of fields at Andrews Field previously used by the Sebastian County Girls Softball Association. If there are insufficient construction funds to complete the softball fields project, the County may provide site preparation work, e.g., grading, at its own expense. The City will be responsible for providing the design of the two softball fields and associated facilities, subject to the County's approval. The City will be responsible for managing the bidding process on the softball fields project and shall be responsible for overseeing construction of the project.
- B. Upon completion of construction, the two (2) newly constructed softball fields shall be managed and maintained by the County as it does the other softball fields currently in existence at the Park, subject to the principal use provision above. The City shall reimburse the County for the costs of maintaining the two (2) softball fields constructed by the City. The County currently spends a total of five thousand five hundred dollars (\$5,500) per year per field to maintain the existing softball fields including materials, labor, and utilities. The anticipated total annual costs of maintaining the two new softball fields is eleven thousand dollars (\$11,000) which will be the initial maximum reimbursement that may be submitted. In determining what the reimbursement will be from the City to the County, the County will initially pay all operating costs and collect all rental/lease fees (which fees for the two (2) new softball fields shall be charged in the same manner as other fields operated by the County) and will provide documentation of such to the City's Parks and Recreation Department for reimbursement at the end of the softball season. Within thirty (30) days of receiving an invoice, the City will then reimburse those operating costs less the credit for the rental/lease fees collected by the County. Prior to November 1<sup>st</sup> of each year, the County and City shall annually agree upon the budget for field maintenance for the ensuing year.

## 4. Annexation

- A. Within ninety (90) days of the finalization of the funding commitments described above in paragraph 1, the County shall initiate the process to annex Ben Geren Regional Park into the city limits of Fort Smith. The City shall then annex the property and establish appropriate land uses and zoning compatible with the existing and contemplated recreational uses of Ben Geren Regional Park.
- B. The Park shall continue to be owned by Sebastian County. Park roads and infrastructure shall continue to be property of the County and will not become public infrastructure maintained by the City except for the public sewer line as shown in Exhibit "A" attached hereto. Furthermore, the current water and sanitary sewer facilities of the City constructed and maintained to the boundary of the Park shall remain as they are without additional extension by the City into the Park. Operations of the Park shall continue to adhere to County governmental rules and regulations, including county road standards, and to County policies for special events and related activities.
- C. Though the Park will continue to be owned by the County, ownership of the real property on which the aquatic center and the two (2) newly constructed softball fields, as well as associated parking and other facilities, shall be considered as fifty/fifty ownership by the County and City and such percentage of ownership shall continue beyond the term of this Agreement. As a part of the design of the aquatic center and softball fields projects, an applicable legal description and concomitant deed will be prepared conveying to the City an undivided one-half (1/2) equal ownership of said real property. Prior to conveyance of such deed and prior to commencement of construction, the County will in good faith make inquiry as to whether conveyance of one-half ownership to the City will violate the terms and conditions of the original grant to the County under the authority of the National Parks Service.
- D. The Park name will continue to be Ben Geren Regional Park but it may be referred to as a "County/City Park."
- E. The County will continue to be responsible for all other park facilities and operations not specifically addressed in this Agreement. However, subsequent to annexation by the City, police and fire protection will be available to the Park in the same manner as other areas within the City limits.

- 5. The County will ensure compliance with all requirements of the federal government arising from land grants made by the federal government for the establishment and

expansion of Ben Geren Regional Park.

6. The County shall be responsible for providing fire, storm and casualty insurance insuring the replacement value of the aquatic center and softball fields constructed pursuant to this Agreement. The cost of obtaining any insurance required herein shall be reimbursed to the party obtaining it from the operating budget for the involved facilities. Any insurance proceeds shall be used to repair or reconstruct the improvements, unless the County and City agree otherwise in writing. Additionally, the County shall be responsible for providing liability insurance for the aquatic center and softball fields constructed pursuant to this Agreement and shall be reimbursed the cost of same by the City.
7. Either party may propose amendments to this Agreement at any time. Any amendments to the Agreement must be approved by each party's governing body and shall be in writing.
8. The initial term of this Agreement shall be twenty (20) years. The Agreement shall renew automatically for five (5) year terms unless either party terminates by giving the other party notice at least one hundred eighty (180) days before the termination date. Termination may occur at any time if the County and City jointly determine any of the facilities that are the subject of this Agreement are no longer usable or are no longer feasible to operate.
9. The County and the City each agree to act in good faith and with reasonableness in their respective performance under this Agreement.
10. To ensure compliance with the accounting provisions of this Agreement, the County and City each agree to make available to the other all records relating to expenditures made and revenues received pursuant to this Agreement and to allow the other party to audit same, at its own expense, at all reasonable times.
11. Any action required to be taken pursuant to this Agreement shall be by the governing body of each party unless specified otherwise herein or unless such authority to act is delegated by the applicable governing body.
12. If a dispute arises out of or relating to this Agreement, or the breach thereof, and, if the dispute cannot be resolved through negotiation, the parties agree first in good faith to attempt to settle the dispute by mediation administered by a mediator certified by the State of Arkansas to conduct mediations. In the event that the parties are unable to resolve the dispute through mediation, then either party may seek judicial relief through a court of competent jurisdiction.
13. Any notices required to be given by this Agreement shall be effective if communicated at the following addresses:

**DRAFT**

County  
Sebastian County Judge  
Sebastian County Courthouse  
35 South 6<sup>th</sup> Street, Suite 106  
Fort Smith, AR 72901

City  
Fort Smith City Administrator  
P.O. Box 1908  
Fort Smith, AR 72902

14. This Agreement represents the full and complete agreement between the County and City and supersedes any prior oral or written agreements not included herein.

This Agreement is executed on behalf of the County by the County Judge thereof and on behalf of the City by the City Administrator thereof on this \_\_\_ day of \_\_\_\_\_, 2011.

Sebastian County:

\_\_\_\_\_  
County Judge

ATTEST:

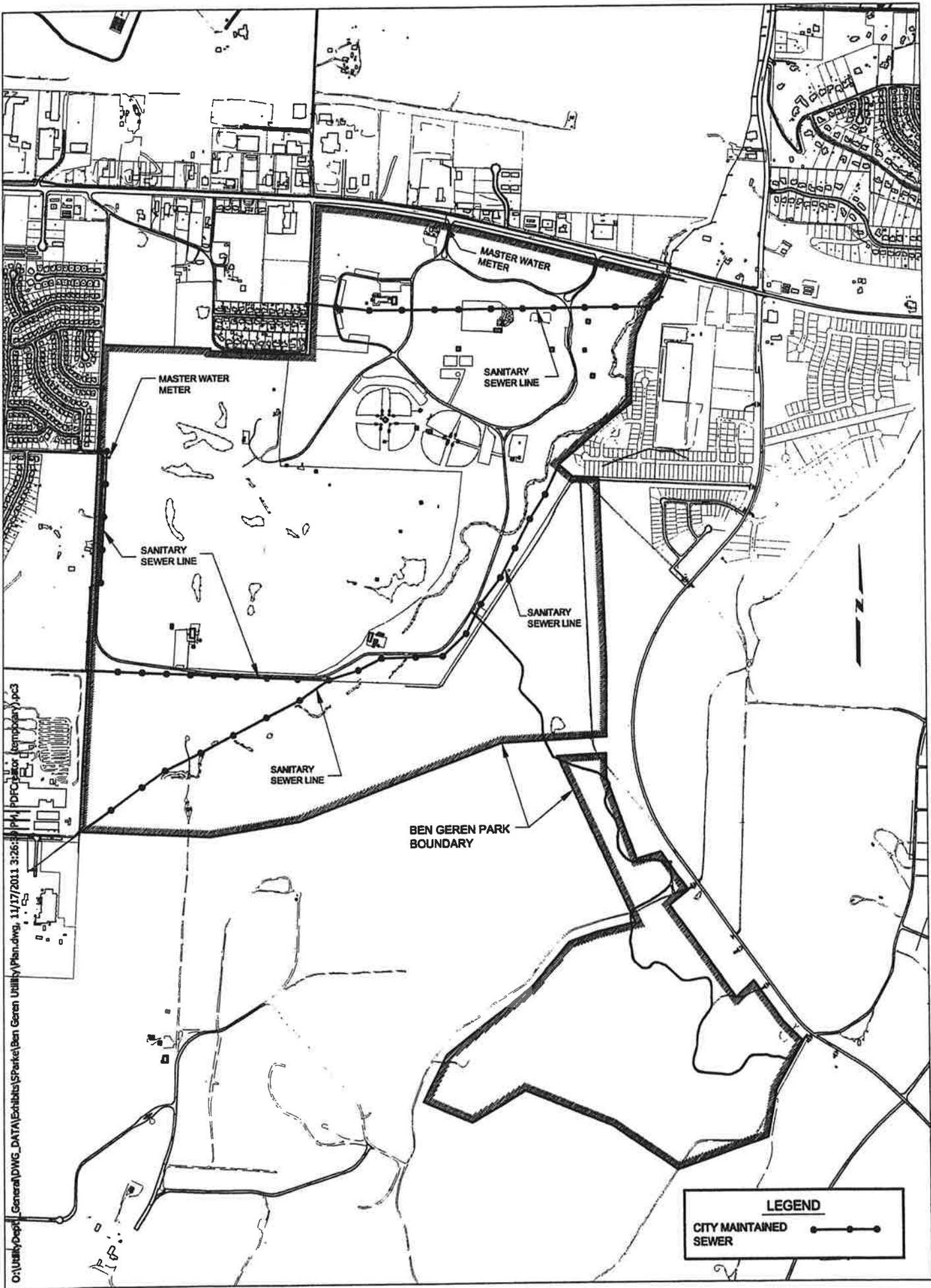
\_\_\_\_\_  
County Clerk

City of Fort Smith, Arkansas:

\_\_\_\_\_  
City Administrator

ATTEST:

\_\_\_\_\_  
City Clerk



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LEGEND	
CITY MAINTAINED SEWER	—●—●—●—

## Gosack, Ray

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**From:** Jake Files [jakefiles@me.com]  
**Sent:** Friday, December 09, 2011 8:22 AM  
**To:** Alsup, Mike  
**Cc:** Gosack, Ray; Weber, Pam (Board of Directors); Philip Merry (office); andre good; Tyler, Steve (Board of Directors); David Hudson; Catsavis, George (Board of Directors); Settle, Kevin (Board of Directors); Hutchings, Don (Board of Directors); Lee Webb  
**Subject:** River Valley Sports Complex Details  
**Attachments:** RVSC-Operating Proforma.pdf; RVSC-Building Projections.pdf; RVSC-Responses to Alsup questions-2011.12.08.pdf; ATT00001.txt

Mike-

As promised, attached are the following:

\*Detailed answers to your questions following our meetings regarding the proposed RV Sports Complex/City Park \*Budget for construction based on estimates with professionals in the specialized business of field design and construction \*Operating proforma for 10 fields We are looking forward to visiting with you further to work out the details and make this something that our entire Region can be proud of.

Best regards,

Jake

DRAFT

Memo:

December 8, 2011

To: Ray Gosack, City Administrator  
From: Mike Alsup, Parks and Recreation Director  
Re: Meeting with Jake Files and Lee Webb to discuss the questions I asked about the River Valley Sports Complex (RVSC) Business Plan

Jake Files, Lee Webb, and I met Wednesday, December 7 to discuss the Business Plan for the sports complex proposed at Chaffee Crossing. There is no written response to the questions asked about the Plan. I will summarize the discussion and answers.

*\*The answers in italics below are responses from the River Valley Sports Complex group.*

### **1. Who is RVSC?**

RVSC does not currently exist as an entity, aside from the cooperation of Jake Files and Lee Webb as individuals. There is no board of directors or supporting league or agency in this effort. If funding and a lease agreement are secured for the project, RVSC plans to fill a board of directors *with those who are interested and can contribute towards the development and operation of the complex. They intend to fill the board with those with fundraising experience, softball expertise and/or involvement, and community awareness.*

### **2. Why has the request for funding increased from \$250,000 to \$2,000,000?**

The request for funding has increased as RVSC has conducted more study on this type facility and more thoroughly discussed in-kind donations and monetary donations with potential donors. *This is also a reflection of a much greater vision that what was originally brought forward. The original plan consisted of 3 phases: PHASE 1: 4 fields, PHASE 2: 4 fields additional, PHASE 3: Championship Field additional. We are now proposing to do this in one increment with the following reasons stated.*

*The possible participation and need of the Fort Smith Public Schools to have fields that are competitive with all the schools that they compete with was a primary factor. The addition of the 2 fields to meet the city of Fort Smith obligation to the Andrews field commitment is another reason. Another reason is the opportunity that may present itself for UAFS to bring another collegiate sport to the table and have a home here.*

Staff comment: successful tournament sports facilities typically have a "wow" factor that is expensive to build. The buildings are typically themed, and the facilities often include a pavilion, playground, batting cage, and other amenities. In order to attract teams and get them to return, the facility and staff must be second to none. I am concerned about the lack of detailed construction or concept plans or a detailed operations plan.

*Mike, we will have an operations plan for you in much greater detail and have met with Contractors who specialize in this type of field construction that can and will substantiate our numbers. We plan to hire them to build the fields and oversee all construction. They laser grade and have the best ways to build the fields and complex to minimize maintenance costs*

*and downtime for the future. We can have a process as well that allows for you, the manager of the city parks system, to both be involved with us and approve our plans if that gives you a greater comfort level.*

**3. What commitments have been made for in-kind donations and monetary donations?**

No written commitments for in-kind or monetary donations have been made. RVSC has spoken to potential donors for funding maintenance, supplies, and equipment. *There will be ongoing expenses budgeted for personnel, equipment, and supplies. This has been a misconception from the start for some reason that we were doing everything with volunteer labor and donated equipment and supplies. That is simply not the case.*

Staff comment: There is concern about the long term maintenance of the facility and commitment from businesses to supply turf care products and equipment at no cost.

**4. Will the RVSC facility meet the requirements of the State Outdoor Grants conversion replacement facility?**

No. The State Parks, Outdoor Grants Division, gave me this ruling. The grant program funds outdoor parks projects that are open to the public. *With the addition of the 2 fields that WILL BE open to the public, we would request an additional review of our facility by the State.*

**5. What experience do you have in operating this type facility?**

Experience is in playing and coaching, not operating a league or maintaining sports fields.

**6. How do you plan to maintain the property, 60 acres?**

The plan is to use donated equipment to mow and maintain the ball fields. The hope is that Fort Chaffee Redevelopment Authority will mow and maintain the remainder of the property. RVSC has begun research into the cost of weekly maintenance of the facility and property including mower maintenance, restroom cleaning, supplies, etc. A verbal commitment has been made to provide fertilizer, weed control products, etc.

*We have a commitment from Ivy Owen at Chaffee to mow and maintain the areas outside of the fields. We have detailed maintenance plans that have also been substantiated by those who have run similar facilities and understand the demands of in-season and out-of-season maintenance.*

**7. Will you staff the facility with paid staff or volunteers?**

RVSC will use volunteers when available but will use paid staff to maintain the fields and property and to work the concession stand and gate during tournaments. *The primary staff will all be paid—both in concession operations, gate, and maintenance.*

**8. What level of playing surface is being planned?**

There are no written details or plans, photographs or model facilities, provided for the playing surfaces, buildings, or other amenities. *We have researched and once again, will be working with experts on this very thing. This would be another area that would be open to*

*your approval as we progress. Without us incurring a great deal of engineering and architectural costs, we have provided a fair level of detail. We will also have for you at the next meeting a plan for the concession area at each complex and a rendering as well.*

Staff comment: as mentioned in question 2, the playing surface, turf, clay mixture, under drain system, etc. are essential to the success of the facility. It is concerning that there is no information on this question.

**9. Would you provide a list of two or three like facilities that can be used as models for RVSC?**

The first example given was Russellville, AR. Russellville is not a like facility. The City owns and maintains the facility using City funds. The tournaments are privately sponsored.

A list of eleven (11) ball complexes was provided. These facilities are being contacted to discuss their operation and funding.

The two facilities in Tulsa, Oklahoma require the City's assistance with their utilities and some of the maintenance including mowing.

Not all of the facilities on the list are tournament facilities. Like our local leagues, some of the listed facilities host a few tournaments at the beginning or ending of the regular season.

Staff comment: As of this date, none have been confirmed as model facilities that are tournament facilities that either break even or turn a profit. The staff is aware of tournament facilities that operate with tax support.

**10. How do you envision the ongoing operations and relationship with the City?**

RVSC plans to ask the City for a lease agreement like the Church League agreement where the City funds the cost of utilities. RVSC also plans to increase the amount of capital requested for the project to \$2 million.

*We feel like a lease agreement similar to what the FSCL has already been through the city with would be a fair representation of what we would propose with the added benefit that the city is already familiar with and operating under those terms and conditions.*

# River Valley Sports Complex

## Operating Proforma

### ANNUAL INCOME

if 10 fields\*

Tournament Income (net of expenses)	\$ 86,320
Field Rental by schools (2 high schools home fields)	\$ 30,000
Field Rental for practice	\$ 5,000
City maintenance agreement for Andrews replacement	\$ 12,000
Sponsorship Income	
Banners	\$ 75,000
Field Sponsors	\$ 40,000
Other Marketing	\$ 30,000

### Total Income

**\$ 278,320**

### ANNUAL EXPENSE

Tournament Director	\$ 45,000
Head Groundskeeper	\$ 37,500
Full time assistant field supervisor	\$ 27,500
Add'l Personnel in busy season	\$ 25,000
Equipment	\$ 30,000
Insurance/Taxes	\$ 10,000
Maintenance Equipment	\$ -
Fuel	\$ 12,500
Repairs	\$ 16,000
Maint Supplies/Oil/	\$ 4,500
Supplies	\$ 12,000
Field Maintenance (Herbicide/Fert)	\$ 30,000
Utilities (part of lease agreement pd by city)	\$ -

### Total Expenses

**\$250,000**

### Net Operating Income

**\$ 28,320**

*Assumptions:*

*Based on 8 month season (March-October)*

*Based on 50% usage (18 of the 36 weeks)*

*Tournament numbers (income/expenses per tourn) taken directly from Russellville complex with 4 fields*

<b>Tournament Income Breakdown</b>			
<b>Fields</b>	<b>8</b>		
<b>Tournaments</b>	<b>18</b>		
<b>Teams per Tourn</b>	<b>20</b>		
<b>Revenue:</b>			
Entry Fees	\$81,000	\$225 per team	\$4,500
Gate Fees	\$63,000	\$175 per team a'	\$3,500
Concession	\$81,000	\$225 per team a'	\$4,500
<b>Total Income</b>	<b>\$225,000</b>		<b>\$12,500</b>
<b>Expenses:</b>			
Umpires & Food	\$63,000	\$175 per team a'	\$3,500
Add'l field personnel	\$12,960	\$720 per	\$720
Trophies	\$21,600	\$60 per team a'	\$1,200
Tourn Workers-Gate	\$4,320	\$240	\$240
Tourn Workers-Concession	\$28,800	\$1,440	
Field Rental (utilities)	\$8,000	\$400 per team a'	\$444
<b>Total Expenses</b>	<b>\$138,680</b>		<b>\$7,704</b>
<b>Net Income</b>	<b>\$86,320</b>	<b>per tourn</b>	<b>\$4,796</b>

**RIVER VALLEY SPORTS COMPLEX  
BUILDING ESTIMATES  
FIELD COSTS**

	Actual Cost	TTL--4 fields	TTL--8 field	TTL--10 fields	
<b>Engineering</b>	\$ 4,500	\$ 18,000	\$ 36,000	\$ 45,000	
<b>Construction Mgmt</b>	\$ 6,500	\$ 26,000	\$ 52,000	\$ 65,000	
<b>Dirt work/excavation</b>	\$ 15,000	\$ 60,000	\$ 120,000	\$ 150,000	
<b>Clay Mix for infields</b>	\$ 5,000	\$ 20,000	\$ 40,000	\$ 50,000	
<b>Lighting</b>					
Materials	\$ 48,000	\$ 192,000	\$ 384,000	\$ 480,000	SPEC:Musco
Panels/Switch Gear	\$ 7,500	\$ 30,000	\$ 60,000	\$ 75,000	
Crane Install	\$ 2,400	\$ 9,600	\$ 19,200	\$ 24,000	
Labor	\$ 7,500	\$ 30,000	\$ 60,000	\$ 75,000	
<b>Fencing</b>	\$ 24,900	\$ 99,600	\$ 199,200	\$ 249,000	
<b>Covering for Seating area:</b>	\$ 10,500	\$ 42,000	\$ 84,000	\$ 105,000	
<b>Seating</b>					
Dugout	\$ 2,650	\$ 10,600	\$ 21,200	\$ 26,500	
Spectator	\$ 4,200	\$ 16,800	\$ 33,600	\$ 42,000	
Timekeeper	\$ 425	\$ 1,700	\$ 3,400	\$ 4,250	
<b>Scoreboards</b>	\$ 2,500	\$ 10,000	\$ 20,000	\$ 25,000	
<b>Landscaping</b>					
Sod	\$ 6,500	\$ 26,000	\$ 52,000	\$ 65,000	
Irrigation	\$ 4,200	\$ 16,800	\$ 33,600	\$ 42,000	
<b>Other/Contingency</b>	\$ 3,000	\$ 12,000	\$ 24,000	\$ 30,000	
<b>SUB-TOTALS</b>	<b>\$ 155,275</b>	<b>\$ 621,100</b>	<b>\$ 1,242,200</b>	<b>\$ 1,552,750</b>	
	per field	4 fields	8 fields	10 fields	

**COMMON AREAS**

**Concession/Walkways**

Site Prep	\$ 2,000			
Plumbing	\$ 3,500			
HVAC	\$ 4,500			
Concrete	\$ 5,000			
Masonry	\$ 6,000			
Framing	\$ 2,500			
Lumber/Materials	\$ 15,000			
Electrical	\$ 4,500			
Doors/Windows	\$ 1,500			
<b>Concrete Sidewalks</b>	\$ 30,000			
<b>Bathrooms</b>	\$ 50,000			
	\$ 124,500	\$ 124,500	\$ 249,000	\$ 373,500
Each bldg 1820 SF		4 fields	8 fields	10 fields
Cost per SF: \$68.21		\$ 745,600	\$ 1,491,200	\$ 1,926,250
<b>Less Donations of in-kind labor &amp; materials</b>	\$ (89,000)	\$ (188,000)	\$ (227,000)	\$ (227,000)
<b>TOTAL COSTS TO BUILD COMPLEX</b>	<b>\$ 656,600</b>	<b>\$ 1,303,200</b>	<b>\$ 1,699,250</b>	<b>\$ 1,699,250</b>

**CHAMPIONSHIP FIELD COSTS**

\$ 300,000

**TOTAL COST FOR BUILDING MINUS DONATED LABOR/IN-KIND**

\$ 1,999,250

\*no parking lot costs built into this

\*1 concession/bathroom/storage complex for each 4-field area; smaller version for 2 field area

\*no shade pavilions built into this



## Memo:

December 8, 2011

To: Ray Gosack, City Administrator  
From: Mike Alsup, Parks and Recreation Director *Mike Alsup*  
Re: State Outdoor Grant, Conversion and Replacement Facilities

Tuesday, November 29, Jeff Dingman, Deputy City Administrator; Rusty Myers, WAPDD; Bryan Kellar, Director of Outdoor Grants; John Beneke, Project Manager for Outdoor Grants; and I met to discuss the conversion of the Andrews Field property and potential replacement facilities.

The conversion property is thirteen of the fifty-one acres of the River Front Drive property. This property received conversion designation several years ago when plans were being made for the Sebastian County Girls Softball Association to play at that location. Funding for capital projects in the Parks and Recreation Department budget were eliminated or greatly reduced shortly after this time due to the economy. Since the National Cemetery took over the Andrews Field location, the Association has played at Ben Geren Park. The replacement facilities are typically located on the conversion property. However, approval can be obtained for the replacement facilities at another location.

Kellar said that a tournament softball facility would definitely not be allowed as the replacement facility. The replacement facilities must meet the demands of the grant which include being open to the public. Tournament type facilities are typically scheduled heavily and not open for public use. When the fields are not in use, the fields are being rested and maintained.

Kellar said that the proposed trail at Chaffee Crossing along Vache Grasse Creek would be an unlikely replacement facility. The grant requirements distinguish between active and passive recreation and usually require a similar type of facility. The conversion was made on the basis of the replacement facility being softball fields. Sports fields including softball, baseball, soccer, and the like would be acceptable because they are considered to be active recreation facilities. The approval of a trail, considered to be a passive recreation facility, would require public meetings with overwhelming support for the trails project. This would be

submitted to the State Outdoor Grants Division for approval of the project. If the Division approved it, the project would be submitted to the National Parks Service grants division for approval.

Kellar was asked if the two new fields at Ben Geren Park could be the replacement facilities because the fields provide for the league that was displaced by the loss of Andrews Field. Kellar said he would check with the National Parks for their opinion. If this or any facility were approved as the replacement, the River Front Drive property would still be required to be developed as outdoor recreation space. However, with approval and completion of the replacement facility, the ban on applying for state outdoor grants would be lifted.

Kellar was asked about other development on the conversion property. A minimal investment at this time could be approved as the replacement facility for the conversion property with the understanding that additional improvements will be made as funding is available. There is a need for soccer fields in Fort Smith for adult and youth practice and games. A proposal for this property might include a gravel parking lot, graded soccer fields with correctly anchored goals, and portable toilets. The initial capital investment could potentially be less than \$100,000. Park Maintenance would increase to provide mowing, litter pick up, portable toilets.

Cc: Jeff Dingman, Deputy City Administrator

## **Questions about RVSC Business Plan**

### **2.1 Start up summary**

The business plan presented October 10, 2011 indicates the funding request from the City to be \$500,000 to \$1,250,000. What has caused the difference in cost and why such a wide range?

When we first spoke about the RVSC proposed facility, I understood you say you could build the sports complex for \$250,000 per 4 field complex due to commitments of donations and in-kind services. Has this changed?

### **5.2 Start up costs for fields:**

I understood that there were multiple donations and in-kind commitments to the project.

Would you document the expected donations and in-kind services?

What level of playing surface is being planned? Details on how the fields will be built as well as details on buildings for concessions and restrooms are needed for consideration of this large request for funding.

You said that Musco lighting was not being considered because of cost. What assurance do you have from other lighting companies that they will meet or exceed the lighting standards that Musco provides? Have they provided examples of their work that can be seen?

Is the equipment (mowers, field drag, etc.) donated or purchased?  
What equipment do you plan to acquire?

### **Strategy and Implementation Summary:**

The business plan indicates an aggressive construction plan to begin this November.

You said the National Guard would be asked to do the ground work and grading of the fields. You said it requires action by the governor as well as the Guard.

Do you already have this approval? If not, how are you going to get it so quickly?

Who will complete the finish grading and provide other services? (irrigation, under drains, drainage).

The business plan states that the facility will immediately satisfy the requirements for the City to begin pursuing outdoor grants. (i.e. conversion of the Andrews Field facility)

Have you spoken to the State about this facility being the replacement facility for the conversion? The replacement facilities for the conversion have to be approved by the State and Department of Interior and meet certain guidelines that all facilities must meet when receiving funds from this grant program. Is RSVC willing to abide by the grant rules?

### **Competitive edge:**

Do you have the support written in this section?  
Have companies or individuals pledged in writing to support the RVSC?

### **Management Plan:**

Would you document your experience and the experience of individuals being considered for the Board of Directors in operating a league, maintaining ball fields, and raising private funds for capital improvements? What experience does the tournament director have?

### **Financial Plan:**

I understood you to say the tournament director would be a paid position and possibly a maintenance person.

You said volunteers would otherwise staff the facility.  
Would you provide examples of "tournament quality facilities" that have been successful in staffing their facilities with volunteers for an 18 to 30 tournament season?

You say that this facility will be operated at a profit.  
Would you provide examples of "tournament quality facilities" that have been successful in breaking even or making a profit in operations?

### **5.3 Tournament Performa:**

You state that the Russellville facility is a similar facility.

I am told that the Russellville facilities are city owned and operated fields that are rented for league play and tournaments like the Ben Geren ball fields. My understanding is that they are not "tournament facilities" operated by a not-for-profit league.

Successful tournament facilities are maintained at a much higher standard than most local recreation league facilities. They are also built differently to provide for play through most rainy weather events.

Would you share your research on "tournament quality facilities" operations?

What leagues have you researched and spoken to that operate "tournament quality facilities"?

What facilities are you modeling after?

#### **5.4 Expected site visitors:**

Would you share your research from "tournament quality facilities" operated by not-for-profit organizations?

I agree that a facility like one being proposed would be beneficial to our community.

I cannot endorse this plan without full consideration and satisfaction of these questions.

#### **Last Question, 10/19/11**

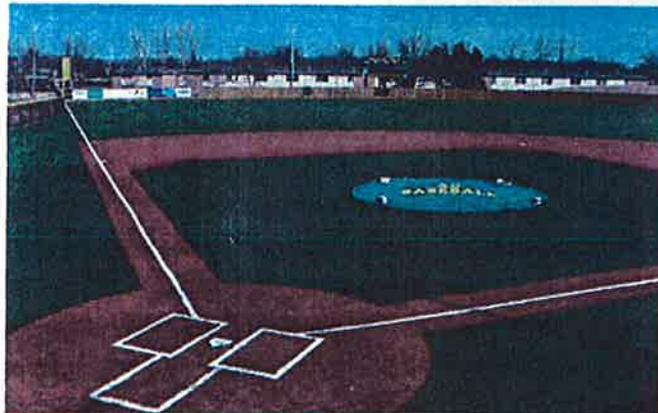
The one thing that would give me confidence in the plan and answer many of my questions is to have 2 or 3 similar tournament facilities to use as a model that are operated as proposed by RVSC (privately operated at a profit).

I am aware of tournament facilities operated using public funds to offset the deficit in operation. Cities operate in this manner because the facilities are an economic engine that propels the tourism industry in their town. The benefits in their communities are evident and far out distance any costs and use of tax dollars to operate the facilities.

# River Valley Sports Complex



## Business Plan October 2011



## **River Valley Sports Complex Executive Summary**

Nearly 40 million kids play organized sports in America each year. In the River Valley Region, we are blessed with over 50,000 children<sup>1</sup>, many of whom have an active lifestyle. These children and their families who participate in softball and baseball team sports use the things they learn about teamwork and life as strong foundation for their future well-being.



Clinical studies also show that sports and recreation programs can help youth establish lifelong, healthy and physical activity patterns. Regular physical activity can ward off life-threatening diseases; reduce feelings of depression and anxiety; help control weight and obesity; and build and maintain healthy bones, muscles, and joints, according to the President's Council on Physical Fitness.

To facilitate the growth of these sports and their availability to our kids, we are proposing the River Valley Sports Complex in Chaffee Crossing as a non-profit organization.

The RVSC will provide a first-class location in the Region for tournament play on the weekends and also league play during the week. The purpose of the development is two-fold. First, we are providing a quality, safe environment that will be an economic engine bringing many families from outside our Region here on the weekends that will stay in our hotels, eat at our restaurants, buy from our vendors, and see the beauty in our Region. Second, it will allow our kids (and adults) to have a high quality place to play, practice, and compete with each other during the week.



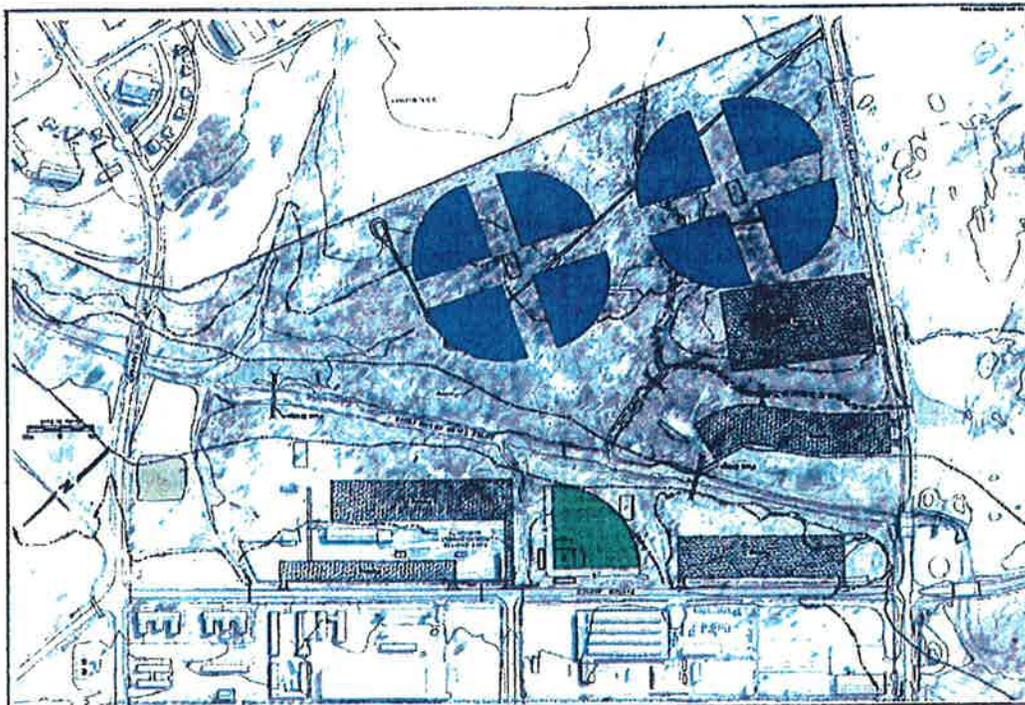
The funding of the RVSC will come from public and private entities alike, and we will provide a long-term management of the Complex that will allow for turnover, succession, and long-term success. These kind of facilities have shown to be profitable and supported by the community when they are run properly, maintained at a high level, and continually improved with operational profits. We also believe

that a strong collaboration with city and county government provides a solid base for future growth and is a part of the mission of local governmental entities in providing local opportunities for children and families and their recreation.



**Mission Statement:**

The River Valley Sports Complex will provide a safe, quality environment where children and adults can compete, develop, and grow while also providing a place where competitive tournaments thrive and provide economic benefits to the local community.



*Graphic depiction of the fields overlaid on the site selected to be donated by the Fort Chaffee Redevelopment Authority (pending Board approval). The purple triangles demonstrate where fields will be placed (Phases I & II), and the green triangle shows the location of the Championship Field (Phase III).*

### **1.1 Objectives**

- To increase participation in youth sports and recreation programs in the River Valley area.
- To increase youth access to health care and healthy development.
- To provide a quality environment for hosting Regional competitive tournaments.

### **1.2 Mission**

The River Valley Sports Complex will provide a safe, quality environment where children and adults can compete, develop, and grow while also providing a place where competitive tournaments thrive and provide economic benefits to the local community.



### **1.3 Keys to Success**

- Providing a quality complex that will be a worthy destination to those playing travel ball.
- Providing a quality place for children and adult leagues to play.
- Minimize field maintenance and facility costs by installing energy efficient fixtures and equipment.
- Recruiting more corporate support for the sports program.
- Maintaining a high approval rate with the area's parents and youth.

### **Organization Summary**

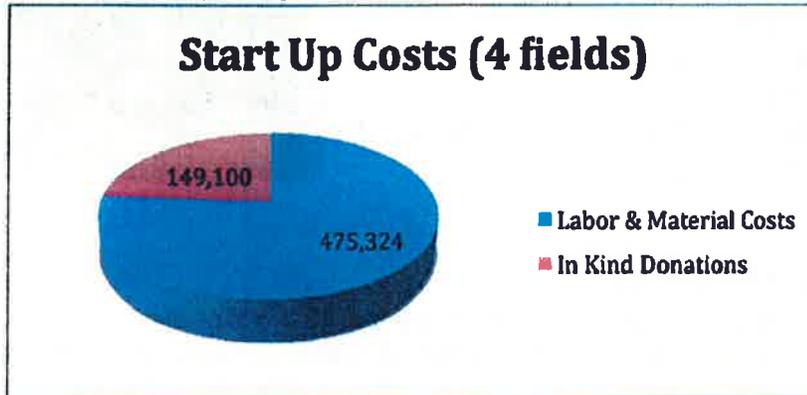
River Valley Sports Complex will be a private, non-profit organization that will manage and maintain the Complex at Chaffee Crossing while leasing the grounds from the city of Fort Smith or Sebastian County.

RVSC will have a full-time tournament director who will focus on tournament development and growth. We will also have a Groundskeeper who will be responsible for the maintenance and management of the grounds.

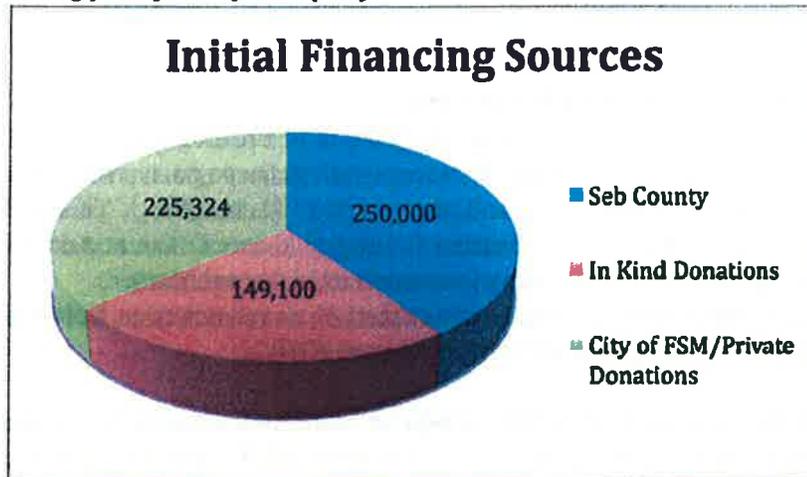
## 2.1 Start-up Summary

Start-up costs and initial financing are shown on the following tables and chart.

*Start up Costs for 4 fields (1 complex):*



*Initial Financing for 4 fields (1 complex):*



**\*\*Note on City of Fort Smith financing...we are requesting a minimum of \$500,000 in revenues from the city of Fort Smith up to a maximum of \$1,250,000. The city has pledged a certain amount from the March bond issuance to softball field development, and in light of our plans and obligations that would allow the city to seek grants, as they now cannot do, we are looking to increase our request to the maximum amount. The increased amount would also allow us to build a total of 8 fields in the start-up phase of our plan.**

## **Services**

RVCS will offer the following opportunities during the year:

- Softball tournaments in March through October (8 month tournament season).
- Baseball tournaments (ages 12 and under) in March through October.
- Softball leagues for children and adults in the Spring, Summer, and/or Fall.



## **Market Analysis Summary**

There are 55,000 children in the Fort Smith MSA under 18 years of age.

There are also numerous adult softball leagues that include women, men, and co-ed of all ages. These groups often times have more teams than can compete in area complexes because of scheduling issues, lighting issues, field condition, or management. We also have a few locales that can offer tournaments but are not maximized because of the above conditions and also don't attract the level of interest from Regional contenders because

## **Strategy and Implementation Summary**

It is imperative that RVSC takes a proactive approach in promoting its facility both in the community and around the Region. To accomplish these goals, we must begin immediately in the construction of the initial 4 fields (1 complex). This will be funded by an investment from the Sebastian County Quorum Court and in-kind donations of labor and material from many interested local contributors.

This immediate investment will allow us to get started on construction in November 2011, and to begin playing on the fields in the Spring of 2012.

The next phase of the development will be to add an additional 4 fields (1 complex) to bring the total number of fields to 8. The investment by the City Board of Directors will help facilitate this phase and will also immediately satisfy the



requirements for the city to begin pursuing grants from the Fort Smith Parks Department (to meet requirements for replacement of the Andrews Field Complex).

The third phase of the development would be to build a Championship Field that could house inter-collegiate competitions as well as serve as the location for the

championship games in the tournaments. This field would be managed and maintained by RVSC and could be leased back by local universities for their fast-pitch softball facilities, relieving them of both the capital and physical location constraints that might be an issue in their building of a facility.

The RVSC will have a construction committee as a part of their Board that will help oversee the construction, solicit donations, and manage the timeline during this start-up process.



### 3.1 Competitive Edge

RVSC's competitive edge is twofold. One is the support of the community's public resources to build a successful sports venue that will have a positive impact on the attitude and health of the area's children, families, and adults.



The Complex's second advantage is the support of businesses to have a real impact on the local economy. The number of visitors to the Complex will allow for extensive exposure for area businesses and also provides a unique opportunity to have a dynamic impact on the area's youth.

### 3.2 Fundraising Strategy

RVSC will be directing its fund-raising program at two groups. One will be the area's major donors, and the other will be the Region's businesses. Being successful with both groups is key to the program's future.

- **Major Sponsorships:** The program's expectations is that major sponsorships will be secured to be placed in an Operating Reserve account to allow for major unexpected expenses and operating deficits, if any exist. These sponsorships will be detailed and include naming rights for the entire park, each complex (group of 4 fields), each field, and other specific parts of the park.

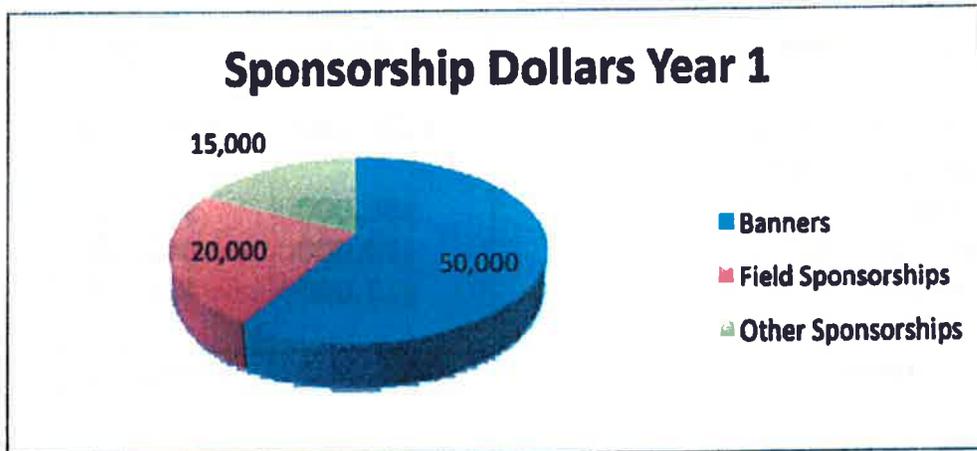
First, without a sense of ownership in the program the community will not support the program over time. Second, a monetary commitment to the program creates an expectation of services that will push the program to become more responsive to the community needs.



- **Business Sponsorships:** Local businesses can become sponsors of RVSC by securing banners and scoreboard signage on each field and will help provide ongoing revenue for maintenance and operations. With the sponsorship will come the opportunity to have the company name on field/facility banners.

### 3.2.1 Funding Forecast

The following is the funding forecast for three years.



### Management and Financial Summary

RVSC will establish a team to manage the day-to-day operation of the program.

#### Management Plan

##### 4.1 Personnel Plan

A non-profit Board of Directors will have oversight and offer accountability for the operations and finances of the organization. In addition to the volunteer capacity, a team of full-time and seasonal personnel will be hired as well.

The program team will have the following positions (which may be paid or volunteer):

- Tournament Director.
- Head Groundskeeper.
- Concession Coordinator.
- Sponsorship/Fundraising Developer.
- Seasonal Help.
- Umpire Coordinator.

## Financial Plan

### 5.1 Operating Budget with Revenue & Expenses

The following is the Financial Plan for RVSC for 4 fields and 8 fields.

<b>ANNUAL INCOME</b>	<i>if 4 fields</i>	<i>if 8 fields</i>
Tournament Income	\$131,680	\$263,360
Sponsorship Income		
Banners	\$50,000	\$75,000
Field Sponsors	\$20,000	\$40,000
Other Marketing	\$15,000	\$20,000
<b>Total Income</b>	<b>\$216,680</b>	<b>\$398,360</b>
<b>ANNUAL EXPENSE</b>		
Tournament Director	\$35,000	\$55,000
Head Groundskeeper	\$30,000	\$50,000
Add'l Personnel in busy season	\$25,000	\$40,000
Insurance/Taxes	\$7,500	\$12,500
Maintenance Equipment	\$15,000	\$20,000
Supplies	\$7,500	\$12,000
Utilities	\$3,500	\$5,000
<b>Total Expenses</b>	<b>\$123,500</b>	<b>\$194,500</b>
<b>Net Operating Income</b>	<b>\$93,180</b>	<b>\$203,860</b>
<i>Assumptions:</i>		
<i>Based on 8 month season (March-October)</i>		
<i>Based on 50% usage (18 of the 36 weeks)</i>		
<i>Tournament numbers taken directly from Russellville complex with 4 fields</i>		

## 5.2 Start-up Costs for Fields

<b>FIELD COSTS</b>	<b>Actual Cost</b>	<b>In-Kind/Donate</b>	<b>TTL--4 fields</b>	<b>TTL--8 field</b>
Engineering/Consulting	\$ 2,500	\$ -	\$ 10,000	\$ 20,000
Dirt work/excavation	\$ 10,000	\$ 8,000	\$ 40,000	\$ 80,000
<b>Lighting</b>				
Materials	\$ 33,500	\$ -	\$ 134,000	\$ 268,000
Panels/Switch Gear	\$ 7,500	\$ -	\$ 30,000	\$ 60,000
Crane Install	\$ 2,400	\$ 2,400	\$ 9,600	\$ 19,200
Labor	\$ 7,500	\$ 7,500	\$ 30,000	\$ 60,000
Fencing	\$ 24,900	\$ -	\$ 99,600	\$ 199,200
Covering for Seating areas	\$ 10,500	\$ 5,000	\$ 42,000	\$ 84,000
<b>Seating</b>				
Dugout	\$ 1,856	\$ -	\$ 7,424	\$ 14,848
Spectator	\$ 3,400	\$ -	\$ 13,600	\$ 27,200
Timekeeper	\$ 425	\$ -	\$ 1,700	\$ 3,400
Scoreboards	\$ 2,500	\$ -	\$ 10,000	\$ 20,000
<b>Landscaping</b>				
Sod	\$ 12,000	\$ 6,000	\$ 48,000	\$ 96,000
Irrigation	\$ 3,500	\$ -	\$ 14,000	\$ 28,000
Other/Contingency	\$ 2,500	\$ -	\$ 10,000	\$ 20,000
<b>SUB-TOTALS</b>	<b>\$ 124,981</b>	<b>\$ 28,900</b>	<b>\$ 499,924</b>	<b>\$ 999,848</b>
	<b>per field</b>	<b>in kind</b>	<b>4 fields</b>	<b>8 fields</b>
<b>COMMON AREAS</b>				
<b>Concession/Walkways</b>				
Site Prep	\$ 2,000			
Plumbing	\$ 3,500			
HVAC	\$ 4,500	\$ 2,000		
Concrete	\$ 5,000	\$ 2,000		
Masonry	\$ 6,000	\$ 2,500		
Framing	\$ 2,500	\$ 2,500		
Lumber/Materials	\$ 15,000	\$ 5,000		
Electrical	\$ 4,500	\$ 3,000		
Doors/Windows	\$ 1,500	\$ 1,500		
Concrete Sidewalks	\$ 30,000	\$ 15,000		
Bathrooms	\$ 50,000			
	\$ 124,500	\$ 33,500	\$ 124,500	\$ 174,500
		<b>Total Costs</b>	\$ 624,424	\$ 1,174,348
		<b>Less In-Kind</b>	\$ (149,100)	\$ (264,700)
<b>TOTAL COSTS TO BUILD COMPLEX</b>			<b>\$ 475,324</b>	<b>\$ 909,648</b>

- \*no parking lot costs built into this
- \*for 8 fields, added an additional bathroom complex
- \*no shade pavilions built into this
- \*concession will service 4 fields and 8 fields together

### 5.3 Tournament Proforma

Below is an Annual Tournament Income Proforma for Year 1 that is taken directly from a similar complex with 4 fields in Russellville, Arkansas. It demonstrates what we have said and continue to maintain. These developments can and will make money if they are managed properly and provide a venue for leagues to play and tournaments to prosper.

<b>Tournament Income Breakdown</b>			
<b>Fields</b>	<b>4</b>		
<b>Tournaments</b>	<b>18</b>		
<b>Teams per Tourn</b>	<b>20</b>		
<b>Revenue:</b>			
Entry Fees	\$81,000	\$225 per team	\$4,500
Gate Fees	\$72,000	\$200 per team avg	\$4,000
Concession	\$90,000	\$250 per team avg	\$5,000
<b>Total Income</b>	<b>\$243,000</b>		<b>\$13,500</b>
<b>Expenses:</b>			
Umpires & Food	\$63,000	\$175 per team avg	\$3,500
Trophies	\$14,400	\$40 per team avg	\$800
Tourn Workers	\$25,920	\$1,440	\$1,440
Field Rental (utilities)	\$8,000	\$400 per team avg	\$444
<b>Total Expenses</b>	<b>\$111,320</b>		<b>\$6,184</b>
<b>Net Income</b>	<b>\$131,680</b>	<b>per tourn</b>	<b>\$7,316</b>

### 5.4 Expected Site Visitors

Based on empirical data from the tournaments described above, the following chart demonstrates the number of visitors to the Complex for Tournaments only (it does not factor in the site visits due to league play, which could be many).

The growth is shown as increase due to more tournaments in Years 2 & 3 as well as factoring a 10% growth each year due to more recognition of the Complex and number of teams travelling to play in our Region.

As you can imagine, RVSC produces a very healthy return to our area in terms of dollars spent per person as well.



from Jake Files  
Sept. 13, 2011



The River Valley Sports Complex Organization is seeking funding to develop new softball fields at Chaffee Crossing.

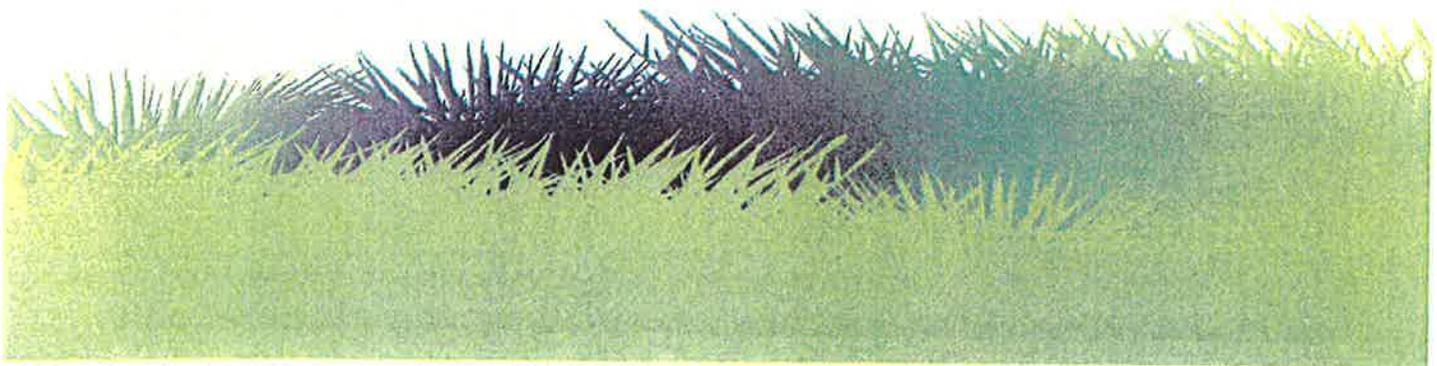
### CON'S TO THE CURRENT SOFTBALL FIELDS

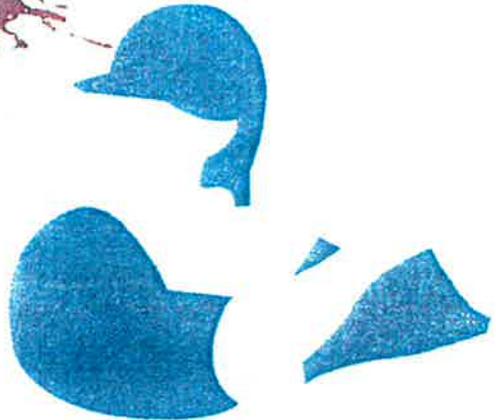
- HISTORY OF POOR FIELDS AT BEN GEREN PARK
- NO LARGE SCALE PROMOTION OF TOURNAMENTS
- LOW NUMBER OF TEAMS WANTING TO PLAY
- LACK OF ORGANIZATION BY LEADERSHIP
- PARK CLOSES EARLY
- POOR CONCESSION AND RESTROOM FACILITIES
- COSTLY FOR NEW FIELDS

### PRO'S TO A NEW COMPLEX

- THERE SEEMS TO BE A CONSENSUS THAT THERE IS A NEED FOR NEW FIELDS IN THE RIVER VALLEY REGION
- FULL TIME MANAGEMENT
- FULL TIME TOURNAMENT DIRECTOR
- PROFESSIONALLY MAINTAINED FIELDS
- FIELDS WILL MEET ALL YOUTH, HIGH SCHOOL, AND COLLEGE SOFTBALL REGULATIONS (ASA, USSA)
- BETTER LIGHTING AND FIELD QUALITY WILL ATTRACT COLLEGE AND HIGH SCHOOL PROGRAMS TO UTILIZE THE AREA
- BETTER FIELDS MEANS MORE TEAMS AND ORGANIZATIONS WILL TRAVEL TO THE AREA TO PLAY
- LEGISLATORS HAVE COMMITTED TO THE PROJECT
- ADVERTISING WILL BE SOLD AT THE COMPLEX TO HELP OFFSET THE COST OF MAINTAINING THE FIELD

THE ORGANIZATION IS ALSO APPLYING FOR A GIF-1 GRANT THROUGH THE RURAL SERVICES DEPARTMENT OF THE STATE.





In-Kind Donation\$ to Date

<b>Excavation &amp; site prep of future fields</b>	<b>\$100,000</b>
<b>Engineering</b>	<b>\$5,000</b>
<b>Fill Material (top soil, shale, gravel and sand)</b>	<b>\$30,000</b>
<b>Sod</b>	<b>\$24,000</b>
<b>Labor (for irrigation, plumbing, electrical and concrete finish)</b>	<b>\$30,000</b>
<b>Crane usage for lighting</b>	<b>\$8,000</b>
<b>Field Maintenance</b>	<b>\$10,000 (per year)</b>

**TOTAL IN-KIND**

**\$207,000**







**David Hudson**

Sebastian County Judge  
County Court House  
35 South 6th Street, Room 106  
Fort Smith, Arkansas 72901  
(479) 783-6139  
FAX (479) 784-1550

December 6, 2011

**MEMO**

To: Quorum Court  
City Board of Directors

From: David Hudson *DH*

Subject: 2011 Financial and Activity Reports from the Ben Geren Softball Association and the Sebastian County Girls Softball League

Enclosed for your review are copies of the year end reports from the Ben Geren Softball Association and Sebastian County Girls Softball League [see enclosures 1 and 2].

This information was requested at our last joint meeting.

Should you have questions concerning this information, please do not hesitate to contact me or representatives from the softball associations.

jw

Enclosures (2)

# Ben Geren Softball Association

PO Box 11181  
Fort Smith, AR 72917-1181  
(479) 646-9517  
Fax - (479) 649-7388  
www.bengerensoftball.com

November 6, 2011

Judge Hudson  
Sebastian County Judge  
P.O. Box 3609  
Fort Smith, AR 72901

Dear Judge:

As you are aware our season has come to a close. Even with the reduction of the amount of fields available for our use we were still able to have our normal season and all of our tournaments at Ben Geren Regional Park. While this required some intuitive scheduling, we again proved it can be done. While there are several items we will need to discuss for the 2012 Contract we are looking forward to next season and have started planning events for next season. We would like to reach and sign an agreement with you and the county as soon as possible in your busy schedule so that we can make final plans for the 2012 season.

Just to recap the highlights of our season. Our records also show that we served the following areas at the Ben Geren Softball Association:

DIVISION	AGES	# TEAMS	# PLAYERS IN DIVISION
<i>BAMBINO</i> (T-Ball)	2 - 4 years old	14	196
<i>YOUTH</i>	10 - 14 years old.	7	95
<i>ADULT</i>			
Spring Women	16 to ??	11	160
Spring Men	18 to ??	29	406
Spring Men Church	18 - ??	10	160
Spring Coed	16 to ??	40	600
Fall Men	18 to ??	22	308
Fall Coed	16 to ??	41	615

***TOURNAMENTS – hosted by BGSA***

1 Youth Tournament	5	80
11 Adult Tournaments	160	2,600

***USSSA STATE TOURNAMENTS – hosted by BGSA***

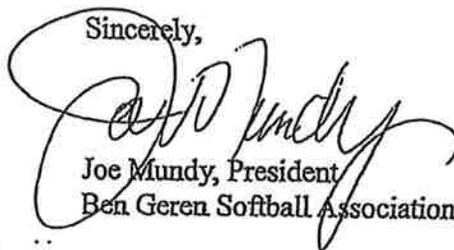
Youth all age groups	0	0
Men's West Rec	0	0
Coed	0	0

These totals show that the Ben Geren Softball Association and the Sebastian County Parks Department provided a sports benefit to the area for about 5,220 players plus the numerous family and friends that came along to enjoy the games and the park facilities.

We also assisted Ben Geren Park in hosting the 2011 Baldor Family Day and Tournament that contained numerous Baldor employee and family teams from any facility in their company. Throughout the day there was between 3,500 and 4,000 people in the softball complex.

Included with this letter is a copy of our financial report.

Sincerely,



Joe Mundy, President  
Ben Geren Softball Association

/bkt

10:27 AM  
11/6/11  
cash basis

Ben Geren Softball Association  
PROFIT & LOSS  
January 1 - November 6 2011

INCOME

Bambino League		\$5,338.00
Concession		
HS Concession	\$1,126.00	
East (Mens) League Concession	\$13,600.39	
East Tournament Concession	\$5,973.75	
West (Women's) League Concession	\$14,811.66	
West Tournament Concession	\$6,776.41	
Other	<u>\$5,065.00</u>	
TOTAL CONCESSION		\$47,353.21
Entry Fees		
Spring Adult (Men/Women/Coed)	\$49,500.00	
Fall Adult (Coed & Fall Men)	\$34,650.00	
Youth	\$3,850.00	
Tournament Fees Collected	\$2,400.00	
Uncollected Fees	\$1,035.00	
NSF Fees	<u>\$50.00</u>	
TOTAL ENTRY FEES		\$91,435.00
Web Advertising		\$200.00
TOTAL INCOME		\$144,126.21

EXPENSES

Advertising (Start of season ad)		\$1,053.00
Web Site		\$349.09
Awards		
Bambino End of Year	\$982.16	
Youth Tournament	\$195.56	
Youth End of Year	\$635.78	
Adult Spring & Fall Preseason	\$761.62	
Adult Spring & Fall End of Season	\$5,629.64	
Adult Tournament Awards	\$529.05	
TOTAL AWARDS		\$8,733.81
Bank Fees		
Network Fees (Online registration - spring)		
PayPal fees (Online pmt spring & fall)	\$113.06	
Account fees	<u>\$230.55</u>	
TOTAL BANK FEES		\$343.61
Board Meeting Dinner		\$146.29
End of Year Dinner + Tip (\$100.00)		\$560.00
End of year give away		\$750.00

10:27 AM  
11/6/11  
cash basis

Ben Geren Softball Association  
PROFIT & LOSS  
January 1 - November 6 2011

Concession		
Cost of goods for sold		
Supplies Sam's Club/Tankersley, Etc.	\$18,651.09	
Coca Cola	\$10,695.87	
Concession Workers		
High School Concession	\$160.31	
League Concession	\$13,722.08	
Tournament Expense	\$5,773.54	
Food given away to workers, etc.	\$5,565.00	
License & Permits (Health Dept)	<u>\$70.00</u>	
CONCESSION EXPENSE		\$54,637.89
Contract Labor		
Scorekeeper	\$10,522.00	
Field Prep Help	\$300.00	
Umpire	<u>\$29,233.00</u>	
TOTAL CONTRACT LABOR		\$40,055.00
Equipment		
Bambino Equipment	\$21.84	
Bambino Uniforms	\$940.13	
Concession	\$550.00	
Field (Bases, etc.)	<u>\$891.41</u>	
TOTAL EQUIPMENT		\$2,403.38
Flowers		
Insurance		
League (League & Tournament Play)	\$0.00	
Youth Team (Covers all team activities)	<u>\$949.00</u>	
TOTAL INSURANCE		\$949.00
Office Supplies (Includes Scorebooks)		\$1,039.65
Postage (Post Office Box Rental/Stamps/etc.)		\$144.00
Refunds		\$325.00
Rent		
Concession		
West Concession Rent	\$1,750.00	
East Concession Rent (prepaid to Apr 2012)	\$3,000.00	
Field	<u>\$12,400.00</u>	
TOTAL RENT		\$17,150.00

10:27 AM  
11/6/11  
cash basis

Ben Geren Softball Association  
PROFIT & LOSS  
January 1 - November 6 2011

Repairs		
Building	\$95.00	
Concession Equipment	\$326.66	
Equipment	\$165.00	
Golf Cart	\$125.00	
TOTAL REPAIRS	<u>          </u>	\$711.66
Seb. County Girls Softball concession split		\$2,324.35
Sanction Fees		
Adult Sanction Fees	\$3,480.00	
Non-League Team Sanction Fees		
Tournament Sanction Fees	\$650.00	
Mens special tournament assessment (USSSA)	\$455.00	
Youth Sanction Fees	\$330.00	
Umpire Registration Fees	\$960.00	
Umpire Sanc Fee Write Off		
TOTAL SANCTION FEES	<u>          </u>	\$5,875.00
State & World Entry Fees		
Adult State Tournament Fees	\$500.00	
Youth State Tournament Fees	\$0.00	
TOTAL STATE FEES	<u>          </u>	\$500.00
Utilities		
Phone	\$1,300.90	
Internet	\$235.50	
Natural Gas for West Concession	\$305.63	
TOTAL UTILITIES	<u>          </u>	\$1,842.03
TOTAL EXPENSE		\$139,892.76
TOTAL PROFIT/(LOSS)		\$4,233.45

**SEBASTIAN COUNTY GIRL SOFTBALL LEAGUE**

<b>6 &amp; UNDER</b>	<b>14 TEAMS</b>	<b>196 TOTAL</b>
<b>8 &amp; UNDER</b>	<b>11 TEAMS</b>	<b>132 TOTAL</b>
<b>10 &amp; UNDER</b>	<b>10 TEAMS</b>	<b>120 TOTAL</b>
<b>12 &amp; UNDER</b>	<b>7 TEAMS</b>	<b>98 TOTAL</b>
<b>TOTAL</b>	<b>42 TEAMS</b>	<b>546 TOTAL GIRLS</b>

**Sebastian County Softball League, Inc.**  
**Budgeted Statement of Cash Receipts and Disbursements**  
**For the Year Ended August 31, 2011**

Cash Beginning Balance 9-1-2010 \$19,179

Receipts:

Registration Fees	\$20,000
Tournament Fees	\$15,000
Fort Smith Tourism and Concession	\$4,500
Gate Receipts	\$17,000
Total	<u>\$56,500</u>

Disbursements:

Advertising	\$2,000
Rent for Field	\$6,000
Insurance	\$1,700
Telephone & Internet	\$1,400
Team Registration ASA	\$1,000
Umpires	\$18,000
Trophies, Hoodies and Equipment	\$17,700
Total	<u>\$47,800</u>

Cash Ending Balance 9-1-2011 \$27,879

President - Mike Bock 479-782-2829 - 2013  
911 South 24<sup>th</sup> Street Fort Smith Arkansas 72901

Vice President- Bob Calvert 479-806-0071 2013  
1166 Highland Circle Greenwood Arkansas 72936

Treasurer- Kevin Malon 479-646-7760 - 2013  
8011 South Ridge Circle Fort Smith Arkansas 72908

6 and Under- Mike Lairamore - 2013

8 and Under- Cory Greenwood - 2013

10 and Under- Travis Stephens 479-484-1284. 2013  
4700 Free Ferry Road Fort Smith Arkansas 72903

12 and Under - Jerry Lee 479-474-5036 - 2013  
2107 Noss Lane Fort Smith Arkansas 72903

Sg At Arms- Steve Culver 479-784-9925 - 2013  
4501 North 30<sup>th</sup> Street Fort Smith Arkansas 72904

Secretary- Marisa Canada 479-650-4662 - 2013  
2409 South N Street Fort Smith Arkansas 72901