

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

**Monday, November 21, 2011
Elm Grove Community Center at Martin Luther King Jr. Park
1815 N. Greenwood Ave.**

**Dinner Served at 5:30 p.m.
Meeting Begins at 6:00 p.m.**

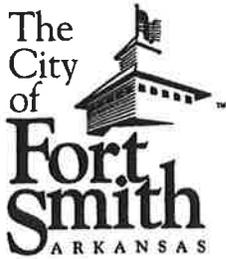
- 1. CALL TO ORDER and INTRODUCTIONS**

- 2. DISCUSS AN AGREEMENT FOR POSSIBLE JOINT PARTICIPATION
PROJECTS AT BEN GEREN REGIONAL PARK**
 - A. Softball Fields**
 - B. Aquatic Center**

- 3. DISCUSS FUNDING PLAN FOR PROJECTS OF MUTUAL INTEREST**

- 4. DISCUSS PROPOSAL BY RIVER VALLEY SPORTS COMPLEX
ORGANIZATION FOR BALL FIELDS AT CHAFFEE CROSSING**

- 5. ADJOURN**



MEMORANDUM

November 18, 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 13th 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. The RVSC's business plan requests \$500,000 - \$1,250,000 from the city for building 8 fields. Also attached are questions about the proposal. Jake Files of the RVSC will attend the meeting to discuss the proposal and business plan.

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 13th 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

**JOINT MEETING OF THE
SEBASTIAN COUNTY QUORUM COURT
AND THE CITY OF FORT SMITH BOARD OF DIRECTORS
TUESDAY, SEPTEMBER 13, 2011, 6:00 p.m. AT
ELM GROVE COMMUNITY CENTER -MARTIN LUTHER KING,
JR. PARK
1815 N. GREENWOOD AVE., FORT SMITH, AR**

Dinner was served at 5:30 p.m.

Mayor Sandy 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, Tony Crockett, Shaun Weidman, Leo Faulkner, 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 and guests filled the meeting room.

Mayor Sanders stated that the joint meeting was to review and discuss the possibility of a joint participation between the County and the City in projects at Ben Geren Regional Park, which included an Update on Trails, Softball Fields, Aquatic Center and Annexation. Mayor Sanders called on County Judge David Hudson, who presented a Power Point update on information that was presented the last time the group met in September of 2009. At that time a Resolution was passed expressing interest in working together to improve Ben Geren Park. In March 2009 the City Park Board and County Park Board met together. When the two Boards met three areas came to the top (1) Soft Ball Fields (2) Aquatic Facility (3) Trails and Greenways. Annexation of Ben Geren Park into the City Limits would be required in order for the City to have an agreement with the County for funding. An inter-government agreement would facilitate the annexation and joint funding and execute the intent of the Resolution. The County followed up with having a feasibility study done of the Aquatic Facility. The results of feasibility study were presented to the City, County and General Public in January 2010.

Judge Hudson in his power point presentation showed an update on the trails and greenways. The City has been active in expanding bike trails for city street development, mainly at Chaffee Redevelopment Area. The County has had a couple of Grants where 8 miles of paved bike and walking trails have been built at Ben Geren Park. The County worked with mountain bike enthusiast and developed 11 miles of Mountain Bike Trails also in Ben Geren Park.

Judge Hudson reported that there are 8 Soft Ball Fields at Ben Geren Park and are currently working with 2 Softball Associations and have been working with them for a number of years. The Ben Geren Softball Association has 152 adult teams and 21 youth teams. The Sebastian County Girls Association, which formerly played at Andrews Field, has 42 Girls Teams.

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Both of those associations are now collaborating and co-operating on the scheduling of the 8 fields. Last year there were over 5,000 participants in both of those leagues at Ben Geren. Judge Hudson stated that 2 additional ball fields and the sharing of the existing fields would meet the needs at Ben Geren as for playing fields. There is also room for practice fields to be built at Ben Geren. New lighting has been installed on all 8 fields and drainage has been improved on the fields. The Proposed Expansions to include the (2) 225 ft. ball fields, fencing, new concession, parking, bleachers, irrigation, lighting and update restroom facilities is estimated to cost between 1 million to 1.2 million dollars.

Judge Hudson reported that not much discussion has been done on the proposed Aquatic Facility since 2009.

The January 2010 feasibility study for the Aquatic Facility addressed both the construction costs and operating costs for the facility and results of the study shows two options:

	<u>Option (A)</u>	<u>Option (B)</u>
Expenditures	540,463	822,772
Revenues	415,250	709,300
Difference	(125,213)	(113,472)
Recovery %	77%	86%

Option A is a much smaller facility than Option B. According to the study Option B with its added attractions of larger slides into landing areas, lazy river, lots of shade, etc. would bring in much more revenue and would be more financially stable than the smaller facility. The Aquatic Facility feasibility report estimated the smaller aquatic (Option A) to cost under 5 million and the larger aquatic (Option B) is estimated to cost 7.4 million.

County Judge Hudson stated that 25% of the County Tax money was set aside for Capital Purposes when the tax was passed in 1994 and renewed in 2004. Those funds have accumulated and the County Sales Tax funds of 4 million dollars may be available subject to Quorum Court approval and some type of partnership.

This concluded Judge Hudson's presentation and he turned the meeting back over to Mayor Sandy Sanders.

Mayor Sanders asked for discussion, comments and questions.

Mike Bock representing the Sebastian County Softball Association handed out a printed report on what was done at Ben Geren this past year. He stated that 2 new ball fields are needed at Ben Geren to take the place of those lost at Andrews Field.

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Joe Mundy, President of Ben Geren Softball Association spoke regarding the need of the two new fields at Ben Geren. He stated that it had put a real strain on them to take the teams that had been playing at Andrews's field and the two new fields are greatly needed. At this time scheduling all games is a task and sometimes keeps the teams there until midnight.

Lee Webb and Todd France representing the River Valley Sports Complex at Chaffee Crossing spoke to the group regarding the need to build two new fields at Chaffee Crossing. Todd stated that Ben Geren was not offering what they would be offering at Chaffee Crossing. Both men stated that they were willing to work with the folks at Ben Geren on scheduling of tournaments, etc. Todd stated there was a huge market for Girls Fast Pitch at Chaffee Crossing. River Valley Sports Complex asked for \$250,000 to be used with In Kind Donations of \$207,000 for the construction of the two ball fields at Chaffee Crossing.

Kevin Settle addressed the group saying, "It is time for us to do something I am in favor of Aquatic Facility, Option B, and the two ball fields at Ben Geren Park".

Linda Murry questioned the 50/50 City/County partnership on the Aquatic Center and Ball Fields.

City Administrator, Ray Gosack, stated that in previous discussions the City and County would share 50/50 on capital construction costs as well as operation cost of the Aquatic Center and would share in any operation loss and maintenance 50/50. Regarding the Ball Fields, Gosack stated that the previous discussion has been that the City would pay for the construction part of the Ball Fields as a replacement of the Andrew's Field and the County will have expense of some maintenance on existing facilities such as fencing, restroom updates, etc.

Ray Gosack stated that the County does now and will continue to hold the deed of Ben Geren Park and annexation into City limits is to allow the City to spend money on operations. The park will be operated as a County/City Park.

Mayor Sanders asked Mr. Gosack where the City share of the funds would come from. Mr. Gosack stated that for the 4 million needed for the Aquatic Center and 1 million for the Ball Fields, one viable source is the existing 1% Sales Tax for Capital Projects, asking voters to issue additional bonds against that existing Sales Tax. Mr. Gosack stated another option that was considered two years ago, State Law allows the City to enact a temporary Sales Tax up to 2 years for Park Projects. This has to be voter approved. The up side of this would provide funding source very quickly and would only have to be in place a few months to pay off the 5 million. The down side of this would temporarily increase sales tax for a few months.

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Ray Gosack stated that if voter approved, design, planning and bidding could take up to a year so we could be looking at up to a year before construction could begin.

Ray Gosack explained that once the bonds are issued, money has to be spent within two years or "the IRS will come knocking on our door".

Judge Hudson stated that all agreements between the City and the County and annexation should all be finalized prior to an election just to let the public know that all parties were on board.

Ray Gosack explained a Land & Water Conservation Grant that is attached to Andrew's Field at this time and cannot be converted for use at Ben Geren but possibly can be used for the Ball Fields at Chaffee Crossing.

If agreed by the City and County this could be put on the ballot as Recreational Improvement to include Aquatic Center, 2 ball fields at Ben Geren and possibly the 2 ball fields at Chaffee Crossing.

Mayor Sanders asked for a straw vote from the City Directors in favor of the larger Aquatic Center, 2 ball fields at Ben Geren and possibly 2 ball fields at Chaffee Crossing.
City Directors voting in favor were: Steve Tyler, Andre' Good, Don Hutchings, Pam Weber, Kevin Settle and Phil Merry, Jr.

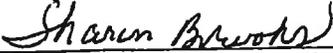
County Judge addressed the Quorum Court Members regarding County Funding and stated the County does have limited income and must be very careful with what money it has and to consider the existing projects to be funded. Judge Hudson stated it is feasible but the County will have to prioritize existing projects.

Mayor Sanders asked for a straw vote from the Quorum Court Members for those in favor of the larger Aquatic Center. Bob Schwartz, Lisa Sellers, Johnny Hobbs, Leo Faulkner, Dickie Robertson and Shaun Weidman voted in favor of the larger Aquatic Center.

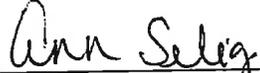
Mayor Sanders asked that City Administrator Ray Gosack and County Judge David Hudson take the lead on this and get back with governing organizations to work through the details.

Meeting adjourned at 7:20 p.m.

Respectfully submitted:



Sharon Brooks, County Clerk



Ann Selig, Deputy Clerk

**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 1st 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:

County
Sebastian County Judge
Sebastian County Courthouse
35 South 6th 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

from Julie Files
Sept. 13, 2011



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

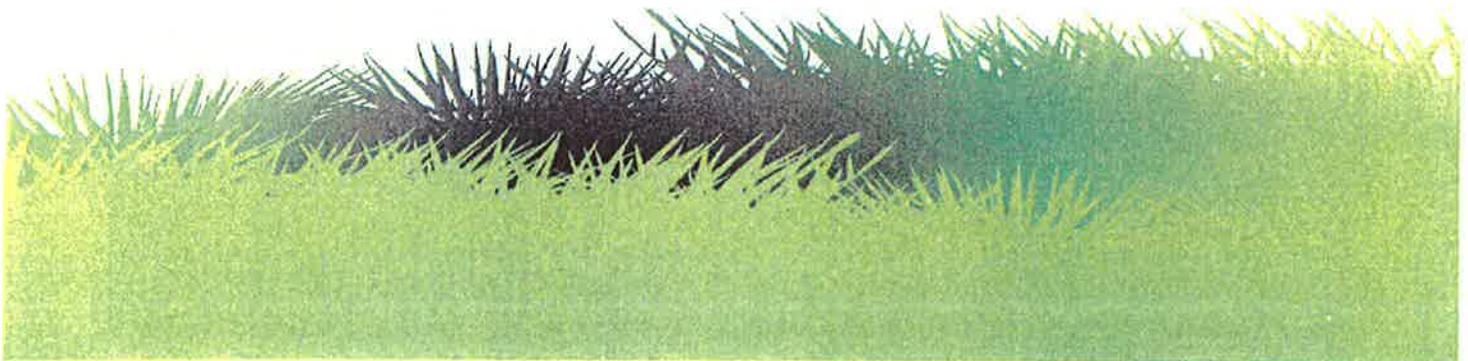
CON'S TO THE CURRENT SOFTBALL FIELDS

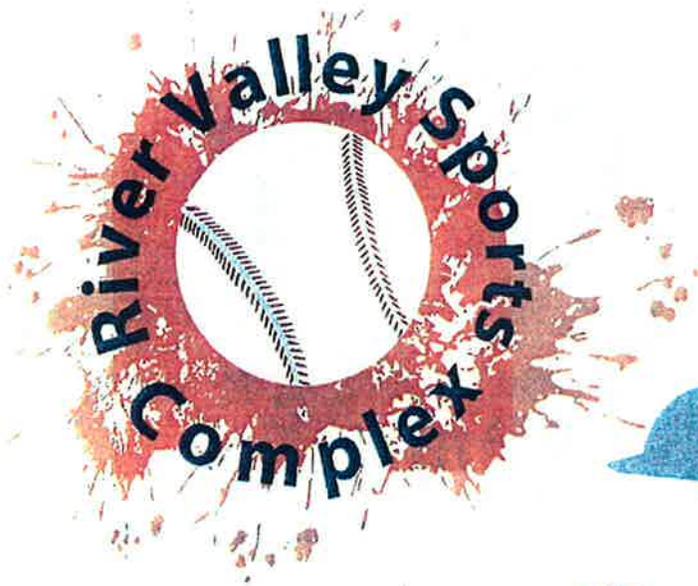
- HISTORY OF POOR FIELDS AT BEN GEREN PARK
- NO STATE WIDE PROMOTION OF TOURNAMENTS
- LOW NUMBER OF TEAMS WANTING TO PLAY
- LACK OF ORGANIZATION BY LEADERSHIP
- PARK CLOSES EARLY
- POOR CONCESSION AND RESTROOM FACILITIES
- COSTLY FOR NEW FIELDS

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 SERVICE DEPARTMENT OF THE STATE.



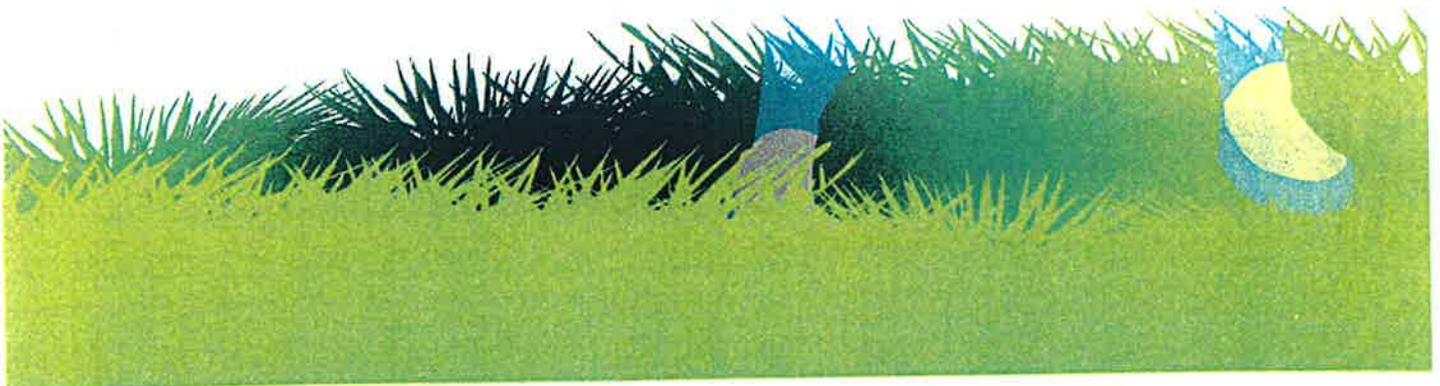


In-Kind Donation\$ to Date

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

TOTAL IN-KIND

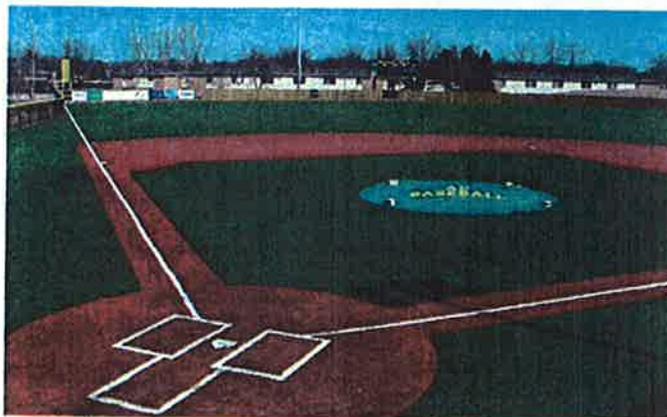
\$207,000



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 children¹, 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.



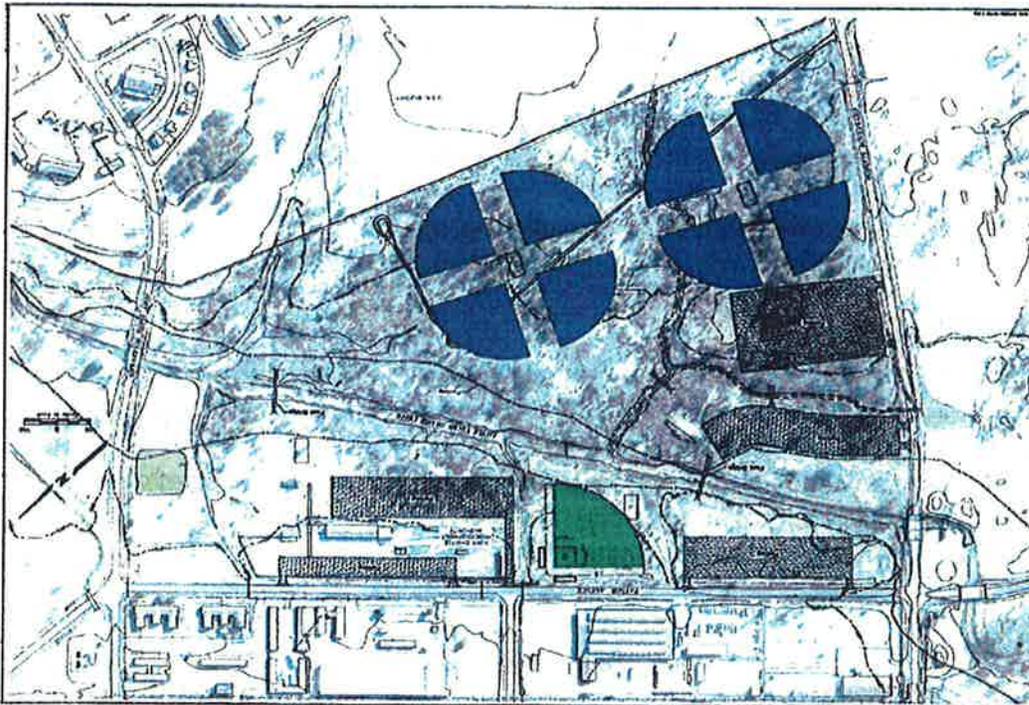
The funding of the RVSC will come from public and private entities alike, and we will provide a long-term management of the Complex that will allow for turnover, succession, and long-term success. These kind of facilities have shown to be profitable and supported by the community when they are run properly, 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

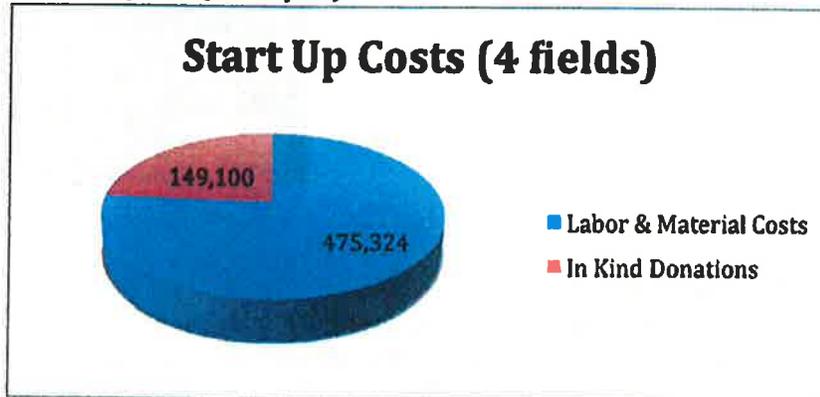
River Valley Sports Complex will be a private, non-profit organization that will manage and maintain the Complex at Chaffee Crossing while leasing the grounds from the city of Fort Smith or Sebastian County.

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.

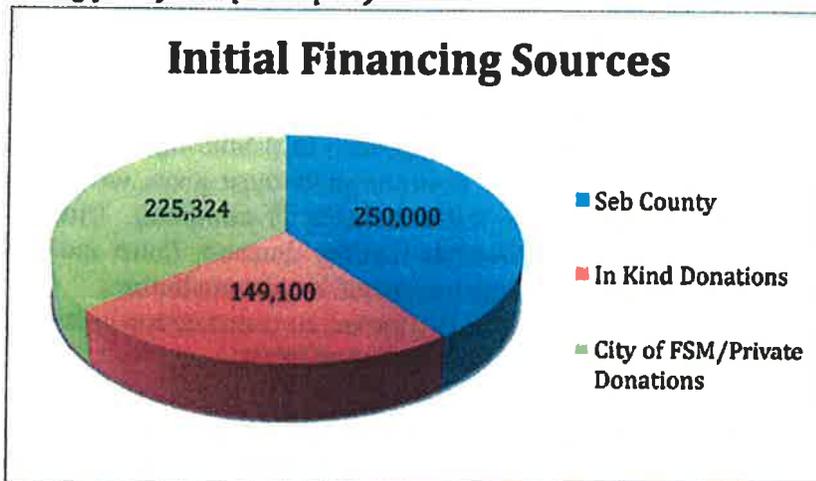
2.1 Start-up Summary

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.

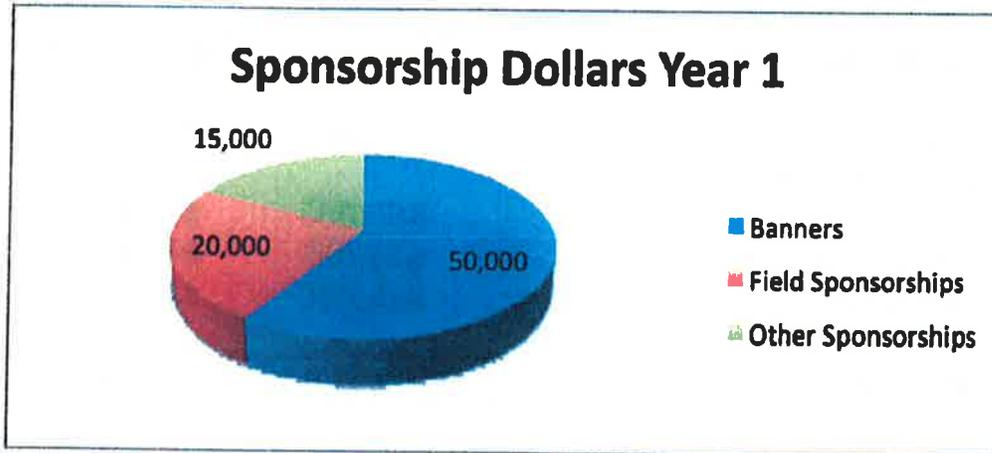
First, without a sense of ownership in the program the community will not support the program over time. Second, a monetary commitment to the program creates an expectation of services that will push the program to become more responsive to the community needs.



- **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.

ANNUAL INCOME	<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
Total Income	\$216,680	\$398,360
ANNUAL EXPENSE		
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
Total Expenses	\$123,500	\$194,500
Net Operating Income	\$93,180	\$203,860
<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

FIELD COSTS				
	Actual Cost	In-Kind/Donate	TTL--4 fields	TTL--8 field
Engineering/Consulting	\$ 2,500	\$ -	\$ 10,000	\$ 20,000
Dirt work/excavation	\$ 10,000	\$ 8,000	\$ 40,000	\$ 80,000
Lighting				
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
Seating				
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
Landscaping				
Sod	\$ 12,000	\$ 6,000	\$ 48,000	\$ 96,000
Irrigation	\$ 3,500	\$ -	\$ 14,000	\$ 28,000
Other/Contingency	\$ 2,500	\$ -	\$ 10,000	\$ 20,000
SUB-TOTALS	\$ 124,981	\$ 28,900	\$ 499,924	\$ 999,848
	per field	in kind	4 fields	8 fields
COMMON AREAS				
Concession/Walkways				
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
			4 fields	8 fields
		Total Costs	\$ 624,424	\$ 1,174,348
		Less In-Kind	\$ (149,100)	\$ (264,700)
TOTAL COSTS TO BUILD COMPLEX			\$ 475,324	\$ 909,648

*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.

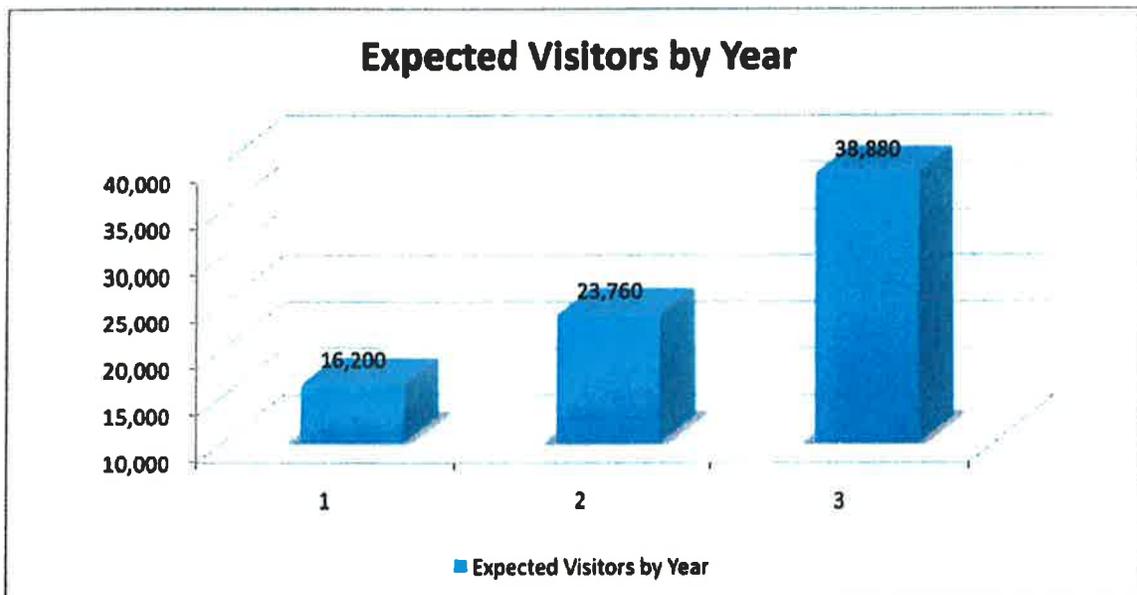
Tournament Income Breakdown				
Fields	4			
Tournaments	18			
Teams per Tourn	20			
Revenue:				
Entry Fees	\$81,000	\$225	per team	\$4,500
Gate Fees	\$72,000	\$200	per team avg	\$4,000
Concession	\$90,000	\$250	per team avg	\$5,000
Total Income	\$243,000			\$13,500
Expenses:				
Umpires & Food	\$63,000	\$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
Total Expenses	\$111,320			\$6,184
Net Income	\$131,680		per tourn	\$7,316

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.



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.