



**Bryant City Council
Special Meeting**

Tuesday, June 10, 2014
7:00 PM

Boswell Municipal Complex - City Hall Courtroom
210 SW 3rd Street, Bryant, AR 72022

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- Approval of the May 22, 2014 Regular City Council Meeting Minutes

Documents: [05222014RCCMM.pdf](#)

APPROVAL OF FINANCIAL REPORTS

Presenter: Ken Rhone, Finance Director

- Presentation and Approval of the April and May, 2014 Year-to-date General Streets and Other Financial Report *Attachments Pending*
- Approval of the Publication of the 2013 Financial Statement for Water/Wastewater - *Recommended by the Water Committee*

Documents: [2013WtrFinStmnt.pdf](#)

ANNOUNCEMENTS And PRESENTATIONS

COMMITTEE And COMMISSION REPORTS

- F&P Committee Report presenter Chairman Mayor Jill Dabbs
- W/WW Committee Report presenter Liaison Alderman Chandler
- Parks Committee Report presenter Liaison Alderman Randy Cox
- Planning Commission Report presenter Liaison Alderman Rob Roedel

- Streets Operations Meeting presenter Liaison Alderman Adrian Henley
- Mayor's Youth Advisory Council presenter Gray Orman, MYAC president
- Keep Bryant Beautiful presenter Meagan Vanderpool or Linda Chandler
- Bryant Historical Society presenter Patsy Kuhn or Debbie Broadway

DEPARTMENT REPORTS

- *Department Reports are given on a quarterly basis unless otherwise requested*

PUBLIC COMMENTS

- *Public Comments should be limited the three (3) minutes per speaker*

OLD BUSINESS

City Council Requested Items

Requested by Alderman Henley

1. Discussion of *Collins v. City of Bryant* - Augusta Cove lawsuit

NEW BUSINESS

Human Resources Department

Presenters: Shari Knight, Human Resources Director; Tricia Power, Animal Control Director; and Esther McCullam, Finance Coordinator

1. Approval to add a temporary Animal Control Officer position. This position is not budget neutral.

Documents: [ACOfficer.pdf](#)

Legal Department

Presenter Chris Madison, Staff Attorney

2. Alcoa Road Expansion: ALL READINGS REQUESTED: Ordinance No. 2014-____ to allow City to move forward with its responsibility for right of way acquisition, including use of eminent domain proceedings. *(Two versions are provided, as of date of uploading there is an additional tract of land being negotiated that may or may not need to be included for purposes of this Ordinance. The City will not know the response of the land owners until June 9, 2014, and because that is after the publication deadline for the agenda, both drafts are being presented to cover the contingency.)*
3. Boys and Girls Club Contract: RESOLUTION No. 2014-____ authorizing program agreement with Bryant Youth Association Inc., D.B.A. Boys and Girls Club of Bryant, for operation of the Boys and Girls Club of Bryant.
4. Boys and Girls Club Program Agreement: ALL READINGS REQUESTED: Ordinance No. 2014-____ Authorizing a Contract with the Boys and Girls Club of Bryant, to provide youth services in the City of Bryant, waiving competitive bidding and for other purposes.
5. Discussion and recommendation to cancel/reschedule the June and July 2014 Regular City Council meetings.

Documents: [CndmAlcoaRdROWABCD.pdf](#), [CndmAlcoaRdROWABCDE.pdf](#),
[resexecbgcPA.pdf](#), [bgcv6.pdf](#), [Ordwaivebidbgc.pdf](#), [BGCcontractv3.pdf](#)

Parks Department

Presenter: Derek Phillips, Parks Director

6. Corporate Membership - Add a corporate membership at Bishop Park. Fees for membership would be \$15.00 for employee at corporation and \$30.00 for family (two adults and three youths) of employee. This corporate membership would require the corporation to have at least 20 employees signed up for a membership. *Recommended by Parks Committee*

Public Works Department- Water/Wastewater

Presenter: Monty Ledbetter, Public Works Director

7. Approval of a Resolution for New 12" Water Transmission Main from Hwy 5 - Snooks Lane Extension 16 inch water line at Hilldale/Hilltop intersection - *Attachment in progress*

Documents: [SnooksLnWtrLineEst.pdf](#), [ResAmendBud12Water.docx](#)

Executive Session

Requested by Mayor Dabbs

For the purpose of discussing the need to hire a temporary animal control officer.

MAYOR COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

210 SW 3rd St.
Bryant. AR 72022
[\(501\)943-0999](tel:(501)943-0999)



**City of Bryant
Bryant City Council
Regular Meeting Minutes
UNAPPROVED DRAFT**

5/22/2014 - Minutes

CALL TO ORDER

Mayor Dabbs called the meeting to order.

Roll call determined a quorum was present.

Aldermen present: Randy Cox, Scott Curtis, Steve Gladden, Adrian Henley, Brenda Miller, Rob Roedel, and Wade Permenter

Aldermen absent: Mike Chandler

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- Approval of the April 21, 2014 Special City Council Meeting Minutes

Action: Alderman Cox made a motion to approve and Alderwoman Miller seconded. Motion carried by voice vote - 7 Yeas.

- Approval of the April 24, 2014 Regular City Council Meeting Minutes

Action: Alderman Roedel made a motion to approve and Alderman Gladden seconded. Motion carried by voice vote - 7 Yeas.

ANNOUNCEMENTS And PRESENTATIONS

COMMITTEE And COMMISSION REPORTS

Parks Committee Report by Alderman Cox - the Master Parks Plan will be presented next month.

DEPARTMENT REPORTS

MS-4 Stormwater report presented by Code Enforcement Director Greg Huggs.

Police Department announcement by Lt. JW Plouch regarding the summer cereal drive - donations will be accepted at the police department.

PUBLIC COMMENTS

Attorney Joseph (?) on behalf of Lamar requested to speak regarding the billboard ordinance.

OLD BUSINESS

NEW BUSINESS

Finance Department

Presenter: Ken Rhone, Finance Director

1. Approval of a Resolution Amending the 2014 General and Other Budget

- General - Police (\$72,910 net change)
- General - Planning & Development (\$6,300 net change)
- General - Fire (\$38,410 net change)
- Designated Tax Fund (budget neutral)
- Street Fund - (\$625 net change)
- Street Bond 2008 Constr Fund - (\$15,538.94 net change)
- State Drug Control Fund - (\$5,000 net change)
- Fire 3/8 Sales Tax Fund - (\$21,060 net change)

Action: Alderman Roedel made a motion to approve and Alderman Permenter seconded. Motion carried by voice vote - 7 Yeas - approving Resolution 2014-11.

Legal Department

Presenter: Chris Madison, City Staff Attorney

2. Alcoa Road Expansion: FIRST READING: Ordinance No. 2014-___ to Allow City to Move forward with its responsibility for right of way acquisition, including use of eminent domain.

Action: Alderman Roedel made a motion to suspend the rules and place on first reading by title only and Alderman Permenter seconded. After a roll call vote motion failed to receive a two-thirds vote.

Voting Yes: Cox, Curtis, Miller, Permenter and Roedel

Voting No: Gladden and Henley Absent: Chandler

Alderman Roedel rescinded his motion.

Alderman Roedel made a motion to table and Alderman Permenter seconded. Motion carried by voice vote - 7 Yeas.

3. Resolution authorizing Verizon Wireless Master Lease Agreement, Small Cell service units. Master Lease agreement for Verizon micro site installation and utilization of City Right of Ways.

Action: Alderman Roedel made a motion to approve and Alderman Cox seconded. Alderwoman Miller abstained. Motion carried by voice vote - 6 Yeas - approving Resolution 2014-12.

4. Resolution authorizing program agreement with Central Arkansas Development Council, for operation of the Bryant Senior Adult Center

Action: Alderman Curtis made a motion to table items 4, 5 and 6 until the City of Bryant and the Boys and Girls Club can come to an agreement and Alderman Roedel seconded. Motion carried by voice vote - 7 Yeas.

5. Resolution authorizing program agreement with Bryant Youth Association Inc., D.B.A. Boys and Girls Club of Bryant, for operation of the Boys and Girls Club of Bryant.

Tabled.

6. FIRST READING: Ordinance No. 2014-___ Authorizing a Contract with the Boys and Girls Club of Bryant, to provide youth services in the City of Bryant, waiving competitive bidding and for other purposes.

Tabled.

Alderman Curtis made a motion to suspend the rules and add an item to the agenda for the Boys and Girls Club and Alderman Roedel seconded.

Alderman Curtis made a motion to continue the current agreement until we get a new agreement in place. After discussion, Curtis rescinded his motion because the City already has a 120 day agreement in place (from a past action taken by Council).

Code Enforcement/Permits Department

MAYOR COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

Alderman Curtis made a motion to adjourn and Alderman Henley seconded. Motion carried.

Approved on this ____ day of _____, 2014 by the Bryant City Council.

_____, Mayor

_____, City Clerk

210 SW 3rd St.
Bryant. AR 72022
[\(501\)943-0999](tel:(501)943-0999)

City of Bryant - Water Financial Statements
January 1, 2013- December 31, 2013

	500	510	520	525	530	535	540	550	555	560	600	601	605	610	611	615	620
	Revenue	Water Operating	Depreciation Water	Depreciation WW	Sub-Div Impact Water	Sub-Div Impact WW	Fair Share	Impact Water	Impact WW	Salem Royalty	W/WW Bond 2008A DS	W/WW Bond 2008A DSR	W/WW Bond 2008B DSR	Wolf Creek Debt Ser	Wolf Creek Bond	WW Bond 2012 Const	Water Bond 2011 Constr
REVENUE																	
Taxes - Property															14,257.37		
Sales of Services	6,657,078.15																
Miscellaneous Rev	1,937.51															2,718,104.00	
Intergovernmental Reimbursement	168,550.30	7,409,676.20		171,954.77				77,888.00	97,900.00	971.56	660,051.65	358.36					
Sale of Equipment	3,350.00	(637.65)															
Interest Revenue		53.02	13.11	212.10	2.90	7.67	3.25	129.64	116.00	22.36	26.66	1,855.78	2,825.60	6.70	25.04		
Total Revenue	6,830,915.96	7,409,091.57	13.11	172,166.87	2.90	7.67	3.25	78,017.64	98,016.00	993.92	660,078.31	2,214.14	2,825.60	6.70	14,282.41	2,718,104.00	-
Expense																	
Personnel Cost		1,376,885.88															
Building & Ground Exp		383,603.47															
Vehicle Expense		132,517.39															
Supply Expense		1,379,235.17															
Operations Expense	26,252.51	421,094.41															
Professional Services		151,218.05														673,127.79	
Miscellaneous	119.53	26,165.17								1,482.35						187,875.00	
Intergovernmental Reimbursement	5,536,156.50	171,954.77	37,419.83	457,669.92	20,319.95	101,749.64	42,512.86	750,000.00	640,000.00				718.33				
Bond Expense	719,500.08										378,722.00				7,312.50		
Fixed Assets		2,803,419.91														1,864,412.32	
Interest Expense		27,081.20									340,385.50	2,602.45	2,614.38		1,312.50		
Construction Projects																	
Total Expense	6,282,028.62	6,953,478.47	37,419.83	457,669.92	20,319.95	101,749.64	42,512.86	750,000.00	640,000.00	1,482.35	719,107.50	2,602.45	3,332.71	-	8,625.00	2,725,415.11	-
Change in Fund Balance/Net Position	548,887.34	455,613.10	(37,406.72)	(285,503.05)	(20,317.05)	(101,741.97)	(42,509.61)	(671,982.36)	(541,984.00)	(488.43)	(59,029.19)	(388.31)	(507.11)	6.70	5,657.41	(7,311.11)	-
Beginning Fund Balance/Net Position	3,420,798.14	1,239,463.36	37,411.77	727,123.97	20,319.22	101,746.32	42,511.77	735,502.31	639,740.92	44,730.54	63,111.20	161,294.87	207,322.73	13,389.97	28,941.95	7,419.81	1.00
Ending Fund Balance/Net Position	3,969,685.48	1,695,076.46	5.05	441,620.92	2.17	4.35	2.16	63,519.95	97,756.92	44,242.11	4,082.01	160,906.56	206,815.62	13,396.67	34,599.36	108.70	1.00

All financial records for the City of Bryant are public records and are open for public inspection during regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, at Bryant City Hall at 210 SW 3rd Street, Bryant, Arkansas

These statements are published pursuant to Arkansas state law and are UNAUDITED.

City of Bryant - 2010 Animal Control Officer Job Description

Exempt: No
Department: Animal Control
Reports To: Animal Control Director
Location: Animal Control Department
Date Prepared: October 17, 2008
Date Revised: March 30, 2010

GENERAL DESCRIPTION OF POSITION

Works under the supervision of Animal Control Director. Other duties may be assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assists in the daily functions of the animal shelter and enforcement of animal control regulations.
2. Operates city vehicle in the course of daily duties.
3. Maintain the shelter to ensure conditions are sanitary. Performs general cleaning of office, restrooms, and other areas of the facilities; performs minor maintenance of facility and equipment.
4. Feeds and waters animals according to schedule; cleans kennels and cages using appropriate cleaning agents and equipment.
5. Maintains files of each investigation, maintains records cards for each animal impounded; prepares daily reports. Enters data in computer.
6. Maintain supplies for shelter, such as drugs, food, maintenance items; verifies that all items are received and forward all invoices to the Animal Control Director for payment.
7. Selects animals to be euthanized and performs euthanasia.
8. Performs outside maintenance such as mowing grass, trimming shrubs, and general cleanup around the facility.
9. Notifies owners per ordinance that their animal has been located.
10. Assists customers in selecting animals for adoption.
11. Prepares specimens for rabies testing, completes necessary paperwork, and delivers specimens to state lab.
12. Processes public impounds, owner relinquishments and adoptions, collect monies for fees, issues receipts and completes necessary forms.
13. Suggest changes in working conditions and use of equipment to increase efficiency of work crew.
14. Responds to after hours and weekends emergency calls as needed.
15. Maintains files of investigations, maintain records, issue citations and warnings to violators; testifies in court.

16. Perform any other related duties as required or assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty mentioned satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

EDUCATION AND EXPERIENCE

High school, plus specialized schooling and/or on the job education in a specific skill area; e.g. data processing, clerical/administrative, equipment operation, etc, plus 0 to 6 months related experience or training. Or equivalent combination of education and experience.

RESPONSIBILITY FOR FUNDS, PROPERTY and EQUIPMENT

None.

SUPERVISORY RESPONSIBILITIES

None.

COMMUNICATION SKILLS

Ability to write reports, business correspondence, and policy/procedure manuals; Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to prepare and interpret bar graphs.

CRITICAL THINKING SKILLS

Ability to solve practical problems and deal with a variety of known variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, or diagram formats.

SUPERVISION RECEIVED

Under general supervision where standard practice enables the employee to proceed alone on routine work, referring all questionable cases to supervisor.

PLANNING

Considerable responsibility with regard to general assignments in planning time, method, manner, and/or sequence of performance of own work; may also occasionally assist in the planning of work assignments performed by others within a limited area of operation.

DECISION MAKING

Performs work operations which permit frequent opportunity for decision-making of minor importance and also frequent opportunity for decision-making of major importance; the latter of which would affect the work operations of other employees and/or clientele to a moderate degree.

MENTAL DEMAND

Close mental demand. Operations requiring close and continuous attention for control of operations. Operations requiring intermittent direct thinking to determine or select the most applicable way of handling situations regarding the organization's administration and operations; also to determine or select material and equipment where highly variable sequences are involved.

ANALYTICAL ABILITY / PROBLEM SOLVING

Moderately structured. Fairly broad activities using moderately structured procedures with only

generally guided supervision. Interpolation of learned things in somewhat varied situations.

USE OF MACHINES, EQUIPMENT AND/OR COMPUTERS

Occasional use of highly complex machines and equipment; specialized or advanced software programs.

ACCURACY

Probable errors would not likely be detected until they reached another department, office or patron, and would then require considerable time and effort to correct the situation. Frequently, possibility of error that would affect the organization's prestige and relationship with the public to a limited extent, but where succeeding operations or supervision would normally preclude the possibility of a serious situation arising as a result of the error or decision.

PUBLIC CONTACT

Regular contacts with patrons where the contacts are initiated by the employee. Involves both furnishing and obtaining information and, also, attempting to influence the decisions of those persons contacted. Contacts of considerable importance and of such nature, that failure to exercise proper judgment may result in important tangible or intangible losses to the organization.

EMPLOYEE CONTACT

Contacts occasionally with others beyond immediate associates, but generally of a routine nature. May obtain, present or discuss data, but only as pertains to an immediate and specific assignment. No responsibility for obtaining cooperation or approval of action or decision.

REQUIRED CERTIFICATES, LICENSES, REGISTRATIONS

Valid Arkansas Driver's License or valid drivers license recognized by the state of Arkansas. Possess or be able to obtain proper licenses used in tranquilizing and euthanasia. Must possess or be able to obtain euthanasia certification within one (1) year of employment.

PREFERRED CERTIFICATES, LICENSES, REGISTRATIONS

Not indicated.

SOFTWARE SKILLS REQUIRED

Basic: 10-Key, Accounting, Alphanumeric Data Entry, Contact Management, Database, Presentation/PowerPoint, Spreadsheet, Word Processing/Typing

ADDITIONAL INFORMATION

Ability to work overtime. Ability to interact with team members. Ability to work rotating shifts. Regular and punctual attendance.

PHYSICAL ACTIVITIES

The following physical activities described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

While performing the functions of this job, the employee is regularly required to use hands to finger, handle, or feel, reach with hands and arms; and frequently required to stand, sit, climb or balance, stoop, kneel, crouch, or crawl, talk or hear; occasionally required to walk, taste or smell. The employee must occasionally lift and/or move up to 100 pounds; frequently lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision; distance vision; color vision; peripheral vision; depth perception; and ability to adjust focus.

ENVIRONMENTAL CONDITIONS

The following work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the functions of this job, the employee is frequently exposed to outdoor weather conditions; and occasionally exposed to work in high, precarious places, fumes or airborne particles, toxic or caustic chemicals, wet or humid conditions. The noise level in the work environment is usually moderate.

*CITY OF BRYANT - 2010
Job Description for Animal Control Officer*

*Printed 05/13/2010 at 6:04 PM
DBCompensation System - www.dbsquared.biz*

ORDINANCE NO. 2014-____

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN LANDS
BY EMINENT DOMAIN ALONG ALCOA ROAD; DECLARING AN
EMERGENCY; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bryant and the Arkansas Highway Transportation Department (AHTD) have determined that the expansion of Alcoa Road is necessary for the safe and continuous flow of traffic along said highway; and

WHEREAS, it is necessary for the City of Bryant to acquire ownership of certain lands located in the vicinity of Alcoa Road for the purpose of expanding the roadway as well as connecting streets which are a part of the expansion project; and

WHEREAS, the Briggs Field Services, Inc., was retained by Saline County, City of Benton and the City of Bryant, in partnership with the Arkansas Highway and Transportation Department and Metroplan to negotiate on behalf of the Cities and County, for acquisition of Right of Ways along Alcoa Road;

WHEREAS, Briggs Field Services, Inc., has indicated that it is not possible to acquire the property necessary through negotiation and purchase; and

WHEREAS, the Briggs Field Services, Inc., has provided a list of properties and property owners whom the city should exercise its right of eminent domain for the construction project; and

WHEREAS, the City Council of the City of Bryant desires to authorize the use of eminent domain on the heretofore described properties.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF BRYANT, ARKANSAS:**

SECTION 1: The City shall acquire by exercise of its power of eminent domain the following described lands unless the City is able to reach an accord with the property owners, to-wit:

SEE ATTACHMENT "A" TO THIS ORDINANCE WHICH IS INCORPORATED NOW BY REFERENCE AS IF STATED WORD FOR WORD FOR A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT EASEMENT.

SEE ATTACHMENT "B" TO THIS ORDINANCE WHICH IS INCORPORATED NOW BY REFERENCE AS IF STATED WORD FOR WORD FOR A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT EASEMENT.

SEE ATTACHMENT "C" TO THIS ORDINANCE WHICH IS INCORPORATED NOW BY REFERENCE AS IF STATED WORD FOR WORD FOR A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT EASEMENT.

SEE ATTACHMENT "D" TO THIS ORDINANCE WHICH IS INCORPORATED NOW BY REFERENCE AS IF STATED WORD FOR WORD FOR A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT EASEMENT.

SECTION 2: The Mayor is authorized and directed to pay into the registry of the Saline County Circuit Court the appraised value of said lands and such other sums as may be finally determined by the Circuit Court to be just compensation to the owners of the described lands for the eminent domain taking authorized by this Ordinance. Said sums shall be paid from those funds previously authorized for this project.

SECTION 3: EMERGENCY CLAUSE:

It is hereby found and determined that the immediate passage of this Ordinance is necessary for the immediate taking of the property in as much as other construction on the project has commenced and being necessary for the immediate preservation of public health, safety and welfare; THEREFORE, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this the _____ day of _____, 2014.

Jill Dabbs, Mayor

Heather McKim, City Clerk

ATTACHMENT "A"

Tract 68 James L. Brown, Barbara A. Rowan, Bill G. Brown,
 & Randy P. Brown
 783 Diane Lane
 Conway, AR 72034

Part of the Southeast Quarter of the Southeast Quarter of Section 30, Township 1 South, Range 14 West, Saline County, Arkansas being more particularly described as follows:

Commencing at a 1 inch pipe being used as the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 30; thence South 87° 51' 04" East along the North line thereof a distance of 1,283.94 feet to a point on the West right of way line of Alcoa Road as established by AHTD Job C-62-4; thence South 1° 52' 14" West along said right of way line a distance of 232.00 feet to the POINT OF BEGINNING; thence continue South 1° 52' 14" West along said right of way line a distance of 207.18 feet to a point; thence North 88° 16' 04" West a distance of 34.25 feet to a point on the West right of way line of Alcoa Road as established by AHTD Job 061297; thence North 38° 00' 14" East along said right of way a distance of 42.32 feet to a point; thence North 1° 55' 58" West along said right of way a distance of 92.20 feet to a point; thence North 7° 26' 07" East along said right of way a distance of 81.45 feet to a point; thence South 88° 16' 04" East a distance of 7.51 feet to the POINT OF BEGINNING and containing 0.06 acres, more or less, or 2,808 square feet, more or less.

ATTACHMENT "B"

Tract 69 McCain Lodging, LLC
 2725 Cantrell Road, Ste. 203
 Little Rock, AR 72202

LEGAL DESCRIPTION

Part of the Southeast Quarter of the Southeast Quarter of Section 30, Township 1 South, Range 14 West, Saline County, Arkansas being more particularly described as follows:

Commencing at a 1 inch pipe being used as the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 30; thence South 87° 51' 04" East along the North line thereof a distance of 1,276.14 feet to a point on the West right of way line of Alcoa Road as established by AHTD Job 061297 for the POINT OF BEGINNING; thence continue South 87° 51'04" East along said North line a distance of 7.80 feet to a point on the West right of way line of Alcoa Road as established by AHTD Job C-62-4; thence South 1° 52' 14" West along said right of way line a distance of 232.00 feet to a point; thence North 88° 16' 04" West a distance of 7.51 feet to a point on the West right of way line of Alcoa Road as established by AHTD Job 061297; thence North 1° 24' 51" East along said right of way line a distance of 148.94 feet to a point; thence North 3° 54' 43" West along said right of way line a distance of 30.15 feet to a point; thence North 6° 06' 19" East along said right of way a distance of 53.27 feet to the POINT OF BEGINNING and containing 0.05 acres, more or less, or 2,032 square feet, more or less.

ATTACHMENT "C"

Tract 67 Ardyn Grinstead
 1049 Elenore Rd
 Bryant, AR 72022

LEGAL DESCRIPTION

Part of the Southeast Quarter of the Southeast Quarter of Section 30, Township 1 South, Range 14 West, Saline County, Arkansas being more particularly described as follows:

Commencing at a 1 inch pipe being used as the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 30; thence South 87° 51' 04" East along the North line thereof a distance of 1,283.94 feet to a point on the West right of way line of Alcoa Road as established by AHTD Job C-62-4; thence South 1° 52' 14" West along said right of way line a distance of 439.18 feet to the POINT OF BEGINNING; thence continue South 1° 52' 14" West along said right of way line a distance of 207.18 feet to a point; thence North 88° 18' 57" West a distance of 5.99 feet to a point on the West right of way line of Alcoa Road as established by AHTD Job 061297; thence North 24° 00' 32" West along said right of way line a distance of 78.10 feet to a point; thence North 45° 14' 48" West along said right of way line a distance of 39.62 feet to a point; thence North 6° 37' 45" East along said right of way line a distance of 71.25 feet to a point; thence North 38° 32' 23" East along said right of way line a distance of 48.48 feet to a point; thence South 88° 16' 04" East a distance of 34.25 feet to the POINT OF BEGINNING and containing 0.22 acres, more or less, or 9,684 square feet, more or less.

ATTACHMENT "D"

Tract 65 The Boone Trust, Dated 12/22/97
 5900 Boone Road
 Bryant, AR 72022-9729

LEGAL DESCRIPTION

Part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 1 South, Range 14 West, Saline County, Arkansas being more particularly described as follows:

Commencing at a $\frac{3}{4}$ inch pipe being used as the Southeast corner of the Southeast Quarter of the Southwest Quarter of Section 29; thence North $89^{\circ} 14' 12''$ West along the South line thereof a distance of 1,333.88 feet to a point being used as the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 29; thence North $89^{\circ} 14' 12''$ West along the South line thereof a distance of 1,265.57 feet to a point on the East right of way line of Alcoa Road as established by AHTD Job 061267 for the POINT OF BEGINNING: thence North $89^{\circ} 14' 12''$ West along said South line a distance of 29.29 to a point on the East right of way line of Alcoa Road as established by AHTD Job C-62-4; thence North $3^{\circ} 03' 29''$ East along said right of way line a distance of 255.81 feet to a point; thence North $1^{\circ} 52' 14''$ East along said right of way line a distance of 562.25 feet to a point; thence South $88^{\circ} 49' 00''$ East a distance of 92.83 feet to a point on the East right of way line of Alcoa Road as established by AHTD Job 061297; thence South $1^{\circ} 47' 55''$ West along said right of way line a distance of 52.06 feet to point; thence South $22^{\circ} 04' 53''$ West along said right of way line a distance of 49.04 feet to a point; thence South $60^{\circ} 50' 06''$ West along said right of way line a distance of 34.99 feet to a point; thence South $28^{\circ} 31' 43''$ West along said right of way line a distance of 48.91 feet to a point; thence South $1^{\circ} 47' 55''$ West along said right of way line a distance of 179.31 feet to a point; thence South $1^{\circ} 03' 04''$ West along said right of way line a distance of 150.17 feet to a point; thence South $2^{\circ} 17' 28''$ West along said right of way line a distance of 329.25 feet to the POINT OF BEGINNING and containing 0.65 acres, more or less, or 28,406 square feet, more or less.

ORDINANCE NO. 2014-____

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN LANDS
BY EMINENT DOMAIN ALONG ALCOA ROAD; DECLARING AN
EMERGENCY; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bryant and the Arkansas Highway Transportation Department (AHTD) have determined that the expansion of Alcoa Road is necessary for the safe and continuous flow of traffic along said highway; and

WHEREAS, it is necessary for the City of Bryant to acquire ownership of certain lands located in the vicinity of Alcoa Road for the purpose of expanding the roadway as well as connecting streets which are a part of the expansion project; and

WHEREAS, the Briggs Field Services, Inc., was retained by Saline County, City of Benton and the City of Bryant, in partnership with the Arkansas Highway and Transportation Department and Metroplan to negotiate on behalf of the Cities and County, for acquisition of Right of Ways along Alcoa Road;

WHEREAS, Briggs Field Services, Inc., has indicated that it is not possible to acquire the property necessary through negotiation and purchase; and

WHEREAS, the Briggs Field Services, Inc., has provided a list of properties and property owners whom the city should exercise its right of eminent domain for the construction project; and

WHEREAS, the City Council of the City of Bryant desires to authorize the use of eminent domain on the heretofore described properties.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF BRYANT, ARKANSAS:**

SECTION 1: The City shall acquire by exercise of its power of eminent domain the following described lands unless the City is able to reach an accord with the property owners, to-wit:

SEE ATTACHMENT "A" TO THIS ORDINANCE WHICH IS INCORPORATED NOW BY REFERENCE AS IF STATED WORD FOR WORD FOR A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT EASEMENT.

SEE ATTACHMENT "B" TO THIS ORDINANCE WHICH IS INCORPORATED NOW BY REFERENCE AS IF STATED WORD FOR WORD FOR A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT EASEMENT.

SEE ATTACHMENT "C" TO THIS ORDINANCE WHICH IS INCORPORATED NOW BY REFERENCE AS IF STATED WORD FOR WORD FOR A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT EASEMENT.

SEE ATTACHMENT "D" TO THIS ORDINANCE WHICH IS INCORPORATED NOW BY REFERENCE AS IF STATED WORD FOR WORD FOR A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT EASEMENT.

SEE ATTACHMENT "E" TO THIS ORDINANCE WHICH IS INCORPORATED NOW BY REFERENCE AS IF STATED WORD FOR WORD FOR A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT EASEMENT.

SECTION 2: The Mayor is authorized and directed to pay into the registry of the Saline County Circuit Court the appraised value of said lands and such other sums as may be finally determined by the Circuit Court to be just compensation to the owners of the described lands for the eminent domain taking authorized by this Ordinance. Said sums shall be paid from those funds previously authorized for this project.

SECTION 3: EMERGENCY CLAUSE:

It is hereby found and determined that the immediate passage of this Ordinance is necessary for the immediate taking of the property in as much as other construction on the project has commenced and being necessary for the immediate preservation of public health, safety and welfare; THEREFORE, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this the _____ day of _____, 2014.

Jill Dabbs, Mayor

Heather McKim, City Clerk

ATTACHMENT "A"

Tract 68 James L. Brown, Barbara A. Rowan, Bill G. Brown,
 & Randy P. Brown
 783 Diane Lane
 Conway, AR 72034

LEGAL DESCRIPTION

Part of the Southeast Quarter of the Southeast Quarter of Section 30, Township 1 South, Range 14 West, Saline County, Arkansas being more particularly described as follows:

Commencing at a 1 inch pipe being used as the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 30; thence South 87° 51' 04" East along the North line thereof a distance of 1,283.94 feet to a point on the West right of way line of Alcoa Road as established by AHTD Job C-62-4; thence South 1° 52' 14" West along said right of way line a distance of 232.00 feet to the POINT OF BEGINNING; thence continue South 1° 52' 14" West along said right of way line a distance of 207.18 feet to a point; thence North 88° 16' 04" West a distance of 34.25 feet to a point on the West right of way line of Alcoa Road as established by AHTD Job 061297; thence North 38° 00' 14" East along said right of way a distance of 42.32 feet to a point; thence North 1° 55' 58" West along said right of way a distance of 92.20 feet to a point; thence North 7° 26' 07" East along said right of way a distance of 81.45 feet to a point; thence South 88° 16' 04" East a distance of 7.51 feet to the POINT OF BEGINNING and containing 0.06 acres, more or less, or 2,808 square feet, more or less.

ATTACHMENT "B"

Tract 69 McCain Lodging, LLC
 2725 Cantrell Road, Ste. 203
 Little Rock, AR 72202

LEGAL DESCRIPTION

Part of the Southeast Quarter of the Southeast Quarter of Section 30, Township 1 South, Range 14 West, Saline County, Arkansas being more particularly described as follows:

Commencing at a 1 inch pipe being used as the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 30; thence South 87° 51' 04" East along the North line thereof a distance of 1,276.14 feet to a point on the West right of way line of Alcoa Road as established by AHTD Job 061297 for the POINT OF BEGINNING; thence continue South 87° 51'04" East along said North line a distance of 7.80 feet to a point on the West right of way line of Alcoa Road as established by AHTD Job C-62-4; thence South 1° 52' 14" West along said right of way line a distance of 232.00 feet to a point; thence North 88° 16' 04" West a distance of 7.51 feet to a point on the West right of way line of Alcoa Road as established by AHTD Job 061297; thence North 1° 24' 51" East along said right of way line a distance of 148.94 feet to a point; thence North 3° 54' 43" West along said right of way line a distance of 30.15 feet to a point; thence North 6° 06' 19" East along said right of way a distance of 53.27 feet to the POINT OF BEGINNING and containing 0.05 acres, more or less, or 2,032 square feet, more or less.

ATTACHMENT "C"

Tract 67 Ardyn Grinstead
 1049 Elenore Rd
 Bryant, AR 72022

LEGAL DESCRIPTION

Part of the Southeast Quarter of the Southeast Quarter of Section 30, Township 1 South, Range 14 West, Saline County, Arkansas being more particularly described as follows:

Commencing at a 1 inch pipe being used as the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 30; thence South 87° 51' 04" East along the North line thereof a distance of 1,283.94 feet to a point on the West right of way line of Alcoa Road as established by AHTD Job C-62-4; thence South 1° 52' 14" West along said right of way line a distance of 439.18 feet to the POINT OF BEGINNING; thence continue South 1° 52' 14" West along said right of way line a distance of 207.18 feet to a point; thence North 88° 18' 57" West a distance of 5.99 feet to a point on the West right of way line of Alcoa Road as established by AHTD Job 061297; thence North 24° 00' 32" West along said right of way line a distance of 78.10 feet to a point; thence North 45° 14' 48" West along said right of way line a distance of 39.62 feet to a point; thence North 6° 37' 45" East along said right of way line a distance of 71.25 feet to a point; thence North 38° 32' 23" East along said right of way line a distance of 48.48 feet to a point; thence South 88° 16' 04" East a distance of 34.25 feet to the POINT OF BEGINNING and containing 0.22 acres, more or less, or 9,684 square feet, more or less.

ATTACHMENT "D"

Tract 65 The Boone Trust, Dated 12/22/97
 5900 Boone Road
 Bryant, AR 72022-9729

LEGAL DESCRIPTION

Part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 1 South, Range 14 West, Saline County, Arkansas being more particularly described as follows:

Commencing at a $\frac{3}{4}$ inch pipe being used as the Southeast corner of the Southeast Quarter of the Southwest Quarter of Section 29; thence North $89^{\circ} 14' 12''$ West along the South line thereof a distance of 1,333.88 feet to a point being used as the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 29; thence North $89^{\circ} 14' 12''$ West along the South line thereof a distance of 1,265.57 feet to a point on the East right of way line of Alcoa Road as established by AHTD Job 061267 for the POINT OF BEGINNING; thence North $89^{\circ} 14' 12''$ West along said South line a distance of 29.29 to a point on the East right of way line of Alcoa Road as established by AHTD Job C-62-4; thence North $3^{\circ} 03' 29''$ East along said right of way line a distance of 255.81 feet to a point; thence North $1^{\circ} 52' 14''$ East along said right of way line a distance of 562.25 feet to a point; thence South $88^{\circ} 49' 00''$ East a distance of 92.83 feet to a point on the East right of way line of Alcoa Road as established by AHTD Job 061297; thence South $1^{\circ} 47' 55''$ West along said right of way line a distance of 52.06 feet to point; thence South $22^{\circ} 04' 53''$ West along said right of way line a distance of 49.04 feet to a point; thence South $60^{\circ} 50' 06''$ West along said right of way line a distance of 34.99 feet to a point; thence South $28^{\circ} 31' 43''$ West along said right of way line a distance of 48.91 feet to a point; thence South $1^{\circ} 47' 55''$ West along said right of way line a distance of 179.31 feet to a point; thence South $1^{\circ} 03' 04''$ West along said right of way line a distance of 150.17 feet to a point; thence South $2^{\circ} 17' 28''$ West along said right of way line a distance of 329.25 feet to the POINT OF BEGINNING and containing 0.65 acres, more or less, or 28,406 square feet, more or less.

ATTACHMENT "E"

Tract 72 Inland American Bryant Alcoa, LLC
 (A Delaware LLC)
 P.O. Box 9271
 Oak Brook, IL 60522

LEGAL DESCRIPTION

Part of the Northwest Quarter of the Southwest Quarter of Section 29, Township 1 South, Range 14 West, Saline County, Arkansas being more particularly described as follows:

Commencing at a 1 inch pipe being used as the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 30; thence South 87° 51'04" East along the South line thereof a distance of 1,323.00 feet to a point being used as the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 29; thence South 88° 23 '29" East along the South line thereof a distance of 40.95 feet to a point on the East right of way line of Alcoa Road as established by AHTD Job C-62-4; thence North 1° 52' 14" East along said right of way line a distance of 10.00 feet to a point on the North right of way line of Mt. Carmel Road as established by Mt. Carmel Road Construction Agreement Dated November 22, 2005 for the POINT OF BEGINNING: thence continue North 1° 52' 14" East along said right of way line of Alcoa Road a distance of 47.89 feet to a point on the East right of way line of Alcoa Road as established by AHTD Job 6611; thence North 2° 27' 28" East along said right of way line a distance of 356.78 feet to a point on the East right of way line of Alcoa Road as established by AHTD Job 061297; thence South 9° 02' 41" East along said right of way line a distance of 40.00 feet to a point; thence South 34°37'51" East along said right of way line a distance of 33.11 feet to a point; thence South 1° 37' 41" East along said right of way line a distance of 61.13 feet to a point; thence South 11° 10' 27" West along said right of way line a distance of 41.89 feet to a point; thence South 1° 17' 50" East along said right of way line a distance of 53.51 feet to a point; thence South 3° 35' 30" West along said right of way line a distance of 155.99 feet to a point; thence South 25° 41' 46" East along said right of way line a distance of 30.32 feet to a point on the North right of way line of Mt. Carmel Road as established by Mt. Carmel Road Construction Agreement Dated November 22, 2005; thence North 88° 23' 29" West along said right of way line a distance of 40.19 feet to the POINT OF BEGINNING and containing 0.24 acres, more or less, or 10,402 square feet, more or less.

RESOLUTION NO. 2014 - ____

**A RESOLUTION AUTHORIZING THE
MAYOR TO EXECUTE A PROGRAM AGREEMENT WITH THE BRYANT YOUTH
ASSOCIATION INC., D.B.A. BOYS AND GIRLS CLUB OF BRYANT, AND FOR
OTHER PURPOSES**

WHEREAS, The City of Bryant owns property at Bishop Park on Boone Road in Bryant, Arkansas;

WHEREAS, the City of Bryant provides recreational facilities in Bryant for the City's youth;

WHEREAS, The Boys and Girls Club provides program administration and operation of a youth program in Bryant;

WHEREAS, providing recreational activities and services for the youth of the City of Bryant is an appropriate governmental function;

WHEREAS, the Boys and Girls Club access to the recreational facilities at Bishop Park on Boone Road to provide youth services on behalf of the City of Bryant is an appropriate and beneficial use of that space and facilities to further the City's youth programs;

WHEREAS, the Boys and Girls Club and the City's utilization and maximization of the space described in the attached Program Agreement (see Exhibit "A" attached hereto) benefits the City by maximizing youth access and youth activities with the least economic costs to the City.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF BRYANT, ARKANSAS THAT:**

Section 1. The Mayor and City Clerk are hereby authorized by the City Council for the City of Bryant, Arkansas to execute the attached Program Agreement for the Bryant Boys and Girls Club, (see Exhibit "A") for the purposes stated in such agreement.

Section 2. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the resolution.

Section 3. All resolutions and other matters in conflict with this resolution are hereby repealed to the extent of any inconsistency.

PASSED AND APPROVED this ____ day of _____, 2014.

APPROVED:

Jill Dabbs, Mayor

Approved as to Form:

Richard Chris Madison, Staff Attorney

ATTEST:

Heather Kizer, City Clerk

**Bryant Parks and Recreation Department
2014 Program Agreement**

THIS AGREEMENT made and entered into on _____, ____, 2014 by and between the CITY OF BRYANT, located at 210 S.W. 3rd Street, Bryant, Arkansas 72022 (hereinafter called “THE CITY”), and Bryant Youth Association Inc, D/B/A Boys and Girls Club of Bryant, P.O. Box 129, Bryant, Arkansas (hereinafter called “BGC”).

WITNESSETH

WHEREAS, THE CITY owns property at Bishop Park on Boone Road in Bryant, Arkansas;

WHEREAS, the use of a portion of said property for the purpose of a youth program has been considered the best use of this property to better serve the citizens of Bryant, Arkansas which property includes particularly, without limitation, the 12,000 square feet on the first and second floor of the North section of the Community Center and the North Basketball Court (the “BGC Space”);

WHEREAS, THE CITY provides RECREATIONAL facilities in Bryant;

WHEREAS, THE BGC provides regular and ongoing after school, summer and league sports, services and youth programs for the CITY’S youth;

WHEREAS, BGC provides program administration and operation of a youth program in Bryant;

WHEREAS, providing recreational activities and services for the youth of THE CITY is an appropriate governmental function;

WHEREAS, the BGC access to the BGC Space to provide youth services on behalf of the City of Bryant is an appropriate and beneficial use of that space and facilities to further the City’s youth programs;

WHEREAS, the BGC Space provided for under this Program Agreement will be for a period of three years, and covers the remaining term of fiscal year 2014, covers 2015, 2016 and 2017;

WHEREAS, it is anticipated that youth services will be needed within the City of Bryant beyond fiscal year 2017, and assuming that THE CITY has a need to provide recreational youth services and assuming that the use of the BGC Space by the BGC is in the best interest of THE CITY at

the end of the three year term, it is anticipated that this Program Agreement be renewed by Resolution duly passed by the City Council during fiscal 2017;

WHEREAS, Bryant City Council anticipates needing Youth Services within the City of Bryant and anticipates reviewing the provision of those services by the BGC on at least an every three year term hereafter; and

WHEREAS, the BGC and the City's utilization and maximization of the BGC Space benefits the City by maximizing youth access and youth activities with the least economic costs to the City.

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of the BGC Space as outlined herein to BGC for the operation of youth services. The BGC Space will be used by BGC for programs and events provided for youth of THE CITY.

I. Areas allowed for BGC use, Terms affecting such use and Relationship of the Parties:

1. BGC shall be permitted to use, upon payment of an annual fee of \$1.00 which also covers the cost of monthly utilities (i.e. electricity and water/sewer expense), said facilities in sole consideration for the programs and services BGC provides to the City's youth. Such programs and services shall be operated in accordance with such guidelines as shall be deemed appropriate. THE CITY will provide routine maintenance of the BGC Space in like manner and consistent with the support extended to other associations operating on City property, including normal wear and tear. The City agrees to allow BGC use of the BGC Space, including utilities associated with said usage. Building maintenance by the City does not include repairs for property damage caused by BGC or its members. Regular maintenance for items that break due to normal wear will be replaced or repaired by the City, but if the damage is created or caused by abuse, neglect, or other human activity by the members or volunteers of the BGC, the BGC will be responsible for the costs of such repairs or replacement. Improvements made or installed by the BGC are the BGC responsibility to maintain, repair and/or replace.

2 This Agreement shall supersede and repeal the 2013 Program Agreement between THE CITY and BGC.

3. The parties agree that THE CITY shall have no authority to direct the day-to-day activities of any BGC's employees, shall have no authority over BGC's personnel decision, or the day-to-day operations of the services and programs provided to the youth of Bryant.

4. It is agreed that THE CITY has no financial interest in the business of BGC and shall not be liable for any debts or obligations incurred by BGC, nor shall THE CITY be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the BGC, or profits earned or derived by the BGC, nor shall BGC at any time or times use the name or credit of THE CITY in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

5. BGC, in the performance of its operation and obligations hereunder, shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as THE CITY may from time to time request to indicate that BGC is an independent contractor. THE CITY does not and will not assume any responsibility for the means by which or manner in which by BGC shall be wholly responsible therefore.

6. THE CITY shall have the right to use the BGC Space at its discretion upon reasonable notification and coordination with BGC to avoid space conflicts.

7. The BGC Space shall be open to the BGC members and access to the recreational services provided herein shall be restricted only in ways THE CITY might if it were providing the services itself.

8. BGC will operate programs in accordance to nondiscrimination and requirements of Title VI of the 1964 Civil Rights Act. BGC will comply with all federal, state and local laws, including but not limited to the Arkansas Nonprofit Act of 1993.

9. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program.

10. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.

11. Without prior approval by THE CITY, it is agreed that the BGC Space may not be assigned, sub-leased, rented, reserved or loaned to any other group, business, individual, or entity by BGC:

- a. for any period longer than five (5) hours or
- b. for any more than a nominal fee (not to exceed \$100.00) to defray the expense of allowing use during such period.

Any payments pursuant to (b) above shall be made payable to the BGC.

12. No alterations, changes, or modifications to change the intended use of the BGC Space may be made to facilities by BGC, without first receiving written approval from THE CITY. The BGC must submit a detailed request in writing to THE CITY.

13. BGC must inspect facilities prior to each use. If damage is discovered to equipment of the facility that poses an immediate hazard or danger then BGC must immediately notify THE CITY. Damaged equipment or facility that does not pose a danger or hazard should be discussed with THE CITY. BGC must report any vandalism or theft to THE CITY within 24 (twenty-four) hours or next business day.

15. BGC will control all litter by picking up litter their program creates. The litter must be placed in the proper receptacle by BGC and then be removed on a regular basis by a contracted trash service. If excessive litter must be picked up after 24 hours of the program by THE CITY, BGC will be charged \$10 for each individual man hour worked.

16. BGC is responsible for costs of repair and/or replacement of facilities or infrastructure due to weather damage to water lines, pumps, etc. if the BGC requests that the water be turned on before THE CITY deems acceptable due to weather conditions.

17. At the request of CITY, BGC will remove all their equipment that is not a fixture to the premises, at the termination of this agreement. The Parties may agree to extend the time for removal of non-fixture type items by separate written instrument.

18. Two keys will be given to the Director of the BGC. Duplicate keys shall only be given to employees.

19. Permanent improvements to facilities will become property of THE CITY. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, sprinkler heads, structural work, lighting fixtures, and drinking fountains.

20. Non-permanent improvements purchased by BGC will be retained by BGC and include: appliances, equipment, electronic devices, trade fixtures, and other removable items.

II. Reporting and Correspondence Requirements:

1. BGC agrees to furnish the City with an annual report illustrating the activities of the BGC on behalf of the City no later than October 31st of each fiscal year. This report will illustrate and demonstrate how BGC Space has been utilized in furtherance of the programs of BGC. Further, BGC agrees to furnish the City with its annual audited financial statement within 90 days of the annual financial statements completion.

2. Notices and reports required or permitted herein shall be in writing and shall be deemed delivered when actually received by the parties at the addresses described below:

- i. Mayor, City of Bryant, 201 S.W. 3rd Street, Bryant, AR 72022
- ii. Executive Director, Boys and Girls Club of Bryant, PO Box 129, Bryant, AR 72089.

3. BGC agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement. This list must include a MSDS for each chemical listed and BGC must insure that each chemical is properly stored according to MSDS specifications. THE CITY must be made aware of the intention to use any form of chemical prior to its use or storage in the facility.

4. BGC must notify THE CITY prior to any digging in the park area. The extensive underground wiring must be marked by THE CITY and One Call before any digging can begin. If this procedure is not followed and as a result any lines in the park are damaged, BGC will be responsible to pay for the cost of any and all repairs to the damaged lines.

III. Insurance and Liability Requirements:

1. BGC shall maintain insurance in amounts required by federal or state laws and hereby agrees to indemnify and hold harmless The City from any claims, lawsuits, judgments, or settlements brought as a result of the performance of this Agreement or BGC's provision of services hereunder.

2. BGC assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BGC. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill BGC.

3. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in the BGC Space. BGC shall indemnify and hold THE CITY, the City of Bryant, and all of its employees harmless against losses, claims, causes of action, and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BGC, its agents, employees, or programs participants.

IV. Severability, Authorization, and Enforceability:

1. In the event any clause, phrase, provision, sentence or part of this Agreement or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Use Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

2. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

3. THE CITY may terminate this agreement with 90 days' notice upon a finding, by a 2/3 rds vote by City Council, that the consideration provided by BGC in regards to provision of youth services is not being adequately fulfilled, adequately met, or otherwise adequately accomplishing the mission of this program. To effectuate this paragraph's provision, the City Council shall during a regular or special meeting adopt a Resolution of Intent to terminate this program agreement by a 2/3rds vote of the Council. The City agrees that any such vote must occur before the 90 day written notice can be submitted. The City agrees that for the City Council to take such an action, all notice provisions under Arkansas Law for regular or special meetings must be complied with prior to any such meeting calling for such Resolution to exercise this paragraph's provision. Further, the City shall notify, via the notification provisions within this agreement, the Director of the BGC of the Resolution of Intent to terminate this program agreement at least 48 hours before any Council Meeting to vote on such Resolution of Intent to terminate.

4. This Program Agreement will be in effect from its date of execution through the remaining fiscal 2014 year, covering fiscal 2015, 2016 and 2017 and terminating on December 31, 2017. Assuming that THE CITY has a need to provide youth services and assuming that the use of the BGC Space by the BGC is in the best interest of THE CITY at the end of a three year term, it is anticipated that the Program Agreement will be renewed for an additional three year term by Resolution of the City Council to continue allowing the BGC to provide youth services in THE CITY through utilization of the BGC Space as defined herein. Nothing herein shall be construed as legally obligating THE CITY to renew the Program Agreement for an additional three-year term.

5. Any changes in programs of uses by BGC will be provided to THE CITY via a written notice provided at least 30 days prior to any such change in program or use of the facilities governed under this Use Agreement.

6. Any amendment, alteration or change in this agreement, other than as provided for in paragraph IV.(3) above will only be effective by the mutual assent of both parties and will be effective when reduced to writing signed by both parties and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf and supersede any and/or all previous agreements, or leases.

Dated this ____ day of _____, 2014.

City of Bryant, A municipal Corporation, First Party,

_____, Mayor Jill Dabbs

Attest:

_____, City Clerk, Heather McKim

[SEAL]

Bryant Boys and Girls Club
User Organization, Second Party,

_____, Suzanne Passmore/Executive Director

_____, Scott Dews, Board President

ORDINANCE No. 2014 - ____

AN ORDINANCE AUTHORIZING A CONTRACT FOR ADDITIONAL SERVICES WITH THE BOYS' AND GIRLS' CLUB OF BRYANT; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City Council has previously appropriated funds for recreational activities within the City; and

WHEREAS, the Boys' and Girls' Club of Bryant is an Arkansas nonprofit corporation created for the purpose of providing recreational activities; and

WHEREAS, the Boys' and Girls' Club of Bryant is in a unique position to provide such activities on behalf of the City of Bryant; and

WHEREAS, Ark. Code Ann. §§ 14-47-138 and 14-58-303 provide that the City may, by ordinance, waive the requirements of competitive bidding in exceptional situations where such procedure is found to be not feasible or practicable.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bryant Arkansas:

Section 1. Authority To Execute Contract

The Council hereby approves a contract between the City of Bryant Arkansas and the Boys' and Girls' Club of Bryant in the amount of \$35,000 to provide public recreational services, in addition to those enumerated in and provided in consideration for the contract for use of the Bishop Park facilities, for the youth of Bryant during the 2014 calendar year. The Mayor is hereby authorized to enter into a "Contract for Services" with the Boys' and Girls' Club of Bryant, wherein the Club agrees to provide certain recreational activities on behalf of the City of Bryant, Arkansas during 2014, in exchange for, *inter alia*, payment in the amount of \$35,000, payable in the manner specified in the Contract attached hereto as Exhibit A.

Section 2. Waiver of Competitive Bidding

Given the variety of services offered by the Boys and Girls Club, the City Council for the City of Bryant Arkansas hereby finds that circumstances exist which constitute an exceptional situation where competitive bidding is not feasible or practical and waives the requirements of formal competitive bidding.

Section 3. Severability

The provisions of this Ordinance are separable and in the event that any section or part hereof shall be held to be invalid, such invalidity shall not affect the remainder of this Ordinance.

Section 4. General Repealer

All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Emergency Clause

The City Council wishes to avoid any interruption to the services provided by the Boys and Girls Club due to late payment by the City and hereby declares an emergency, placing this Ordinance in full force and effect immediately upon its passage and approval.

PASSED and APPROVED this ____ day of _____, 2011.

Attest:

Mayor Jill Dabbs

Heather Kizer, City Clerk

CONTRACT FOR SERVICES

This Contract is made and entered into by and between the City of Bryant, Arkansas, a municipal corporation (hereinafter, "City") and the Bryant Youth Association, D/B/A Boys and Girls Club of Bryant, an Arkansas nonprofit corporation (hereinafter "BGC"), by and through their respective duly authorized officers and for valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

WHEREAS, CITY has an interest in the well being and successful development of its youth;

WHEREAS, Bryant citizens of passed a Bond and tax initiative in the for the construction of Bishop Park;

WHEREAS, CITY wishes to contract with BGC to provide financial support of its activities designed to benefit and enrich the lives of 1000+ young people each year;

WHEREAS, BGC provides regular and ongoing after school, summer and league sports, services and youth programs for the City's youth;

WHEREAS, the City benefits from such services in that they provide educational, developmental, recreational, and mentoring functions for the City's youth; and

WHEREAS, BGC intends to continue providing such services and youth programs for the benefit of the City's youth.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City wishes to contract with the BGC to provide financial support of its activities designed to benefit and enrich the lives of over 1000 young people that it serves. The City shall make a pledge of \$35,000 in four quarterly installments, due the 1st of each quarter.

2. In exchange for this compensation, the BGC agrees to use these funds for the purpose of promoting civic pride, academic success, healthy lifestyles, and good character and citizenship among the CITY's youth who participate in the programs and services.
3. This Contract for financial support shall be in effect from January 1, 2014, through December 31, 2014, and is anticipated to renew assuming that the CITY continues to need youth programs and services and that the BGC continues providing those services and programs that meet the necessary needs of the CITY and its governmental functions for providing such services and programs. This Contract's funding is on an annual basis and future funding is at the sole discretion of the City Council of the City of Bryant based on the financial needs of the City and its financial obligations. However, this Contract shall be executed in advance of any fiscal year funding and shall be executed by November of the preceding fiscal year. Further, if during a term of this Contract, the City suffers a fiscal shortfall, the City reserves the right to delay, cancel or otherwise modify the quarterly payments provided for herein as necessary to meet the obligations of the City to provide necessary services.
4. Notwithstanding any of the provisions of this Contract, it is agreed that the City has no financial interest in the business of the BGC and shall not be liable for any debts or obligations incurred by the BGC, nor shall the City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the BGC, or profits earned or derived by the BGC, nor shall BGC at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.
5. BGC, in the performance of its operation and obligations hereunder, shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as the City may from time to time request to indicate that it is an independent contractor. The City does not

and will not assume any responsibility for the means by which or manner in which services by BGC shall be wholly responsible therefore.

6. BGC hereby agrees to comply strictly with all Federal, State and local laws while performing under the terms of this contract, including but not limited to the Arkansas Freedom of Information Act. Furthermore, BGC agrees, that in the performance of its duties, under this contract, that it will do so in compliance with all anti-discrimination laws, regulations, and executive orders applicable to it by virtue of the funding provided for herein.

7. BGC and CITY agree that either party may terminate this contract with a 90 day written notice for default by the other. A representative of the two parties shall be entitled to a hearing with the City Council to work out the best outcome if requested.

8. BGC agrees to furnish the City with an annual report illustrating the positive impact of the BGC on the youth of the City of Bryant, each fiscal year, but no later than October 31. Further, BGC agrees to furnish the City with its annual audited financial statement within 90 days of such audit being completed.

9. **Insurance Requirements:** BGC shall maintain general liability insurance and agrees to indemnify and hold harmless the City from any claims, lawsuits, judgments, or settlements brought as a result of the performance of this Contract or BGC's provision of services hereunder.

10. **Severability:** In the event that any provision of this Contract shall be held invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. **Disputes arising under this Contract:** The parties agree that any disputes arising under this agreement shall be governed by the laws of the state of Arkansas. Jurisdiction of any disputes shall properly be in the Circuit Court of Saline County, Arkansas.

**IN WITNESS WHEREOF, THE PARTIES TO THESE PRESENTS HAVE EXECUTED
THIS AGREEMENT, THIS THE _____ DAY OF _____, 2014.**

CITY OF BRYANT, ARKANSAS

BOYS' AND GIRLS' CLUB OF BRYANT

Mayor Jill Dabbs

Scott Dews, President,

Attest:

Heather Kizer, City Clerk

Suzanne Passmore, Executive Director

RESOLUTION NO. 2014 - ____

A RESOLUTION AMENDING THE 2014 BUDGET TO FUND THE CONSTRUCTION OF A NEW 12” WATER MAIN TO FEED THE NORTH TANK AND REPLACING AN EXISTING DEFECTIVE WATER MAIN CURRENTLY FEEDING THE NORTH TANK

WHEREAS, the City of Bryant owns and operates a water distribution system and desires to operate its infrastructure to protect the health and welfare of its citizens; and

WHEREAS, an existing 12” water transmission main feeding the North Tank located between Midtown Drive and Hilltop Road has had numerous breaks and is considered defective; and

WHEREAS, a break on the line caused the City to issue a Boil Order on May 30, 2014; and

WHEREAS, the opportunity exists to construct a new 12” water transmission main to replace the defective main along the path of Snooks Lane beginning at Highway 5 and Echo Lake Boulevard and connecting to the 16” water line located at Hilltop and Hilldale intersection at an estimated cost of \$300,000; and

WHEREAS, the Water and Sewer Advisory Committee has recommended the construction of the new 12” water transmission main along the path of Snooks Lane at a cost not to exceed \$300,000; and

WHEREAS, the City Council of the City of Bryant finds it in the best interest of the City of Bryant to amend the 2014 Budget to fund the new 12” water transmission main.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRYANT, ARKANSAS:

SECTION 1. The City will amend the 2014 Budget for the City of Bryant Water Utilities Department to add an additional \$300,000 for the design and construction of a new 12” Water Transmission Main to Fixed Assets.

SECTION 2. All laws, ordinances, resolutions or parts of the same, which are inconsistent or in conflict with the provisions of this Resolution, are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. Should any title, section, paragraph, item, sentence, clause, or phrase of this Resolution be declared or adjudged invalid or unlawful by a court of competent jurisdiction, such declaration or adjudication shall not affect the remaining portions of the Resolution which shall remain in full force and effect as if the portions so declared or adjudged or unconstitutional was not originally a part of the Resolution.

PASSED AND APPROVED this ____ day of _____, 2014.

ATTEST:

APPROVED:

Heather Kizer, City Clerk

Jill Dabbs, Mayor

APPROVED AS TO FORM:

Chris Madison, City Attorney