



**Bryant City Council
Regular Meeting**
Thursday, May 22, 2014 - 7:00 PM
Boswell Municipal Complex - City Hall Courtroom
210 S.W. 3rd, Bryant, AR

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- Approval of the April 21, 2014 Special City Council Meeting Minutes
- Approval of the April 24, 2014 Regular City Council Meeting Minutes

Documents: [04212014SCCMM.pdf](#), [04242014RCCMM.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

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)

Referred by Finance and Personal

See Attachment

Documents: [2014BudgetAdj.pdf](#)

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

Documents: [CndmAlcoaRdROWABC.pdf](#), [ResexecVerizonMLA.pdf](#), [VERIZONMasterLease.pdf](#), [ResexecBSACPA.pdf](#), [BSAC2014v2.pdf](#), [resexecbgcPA.pdf](#),

[bgcv5.pdf](#), [Ordwaivebidbgc.pdf](#), [BGCcontractv2.pdf](#)

Code Enforcement/Permits Department

Presenter: Greg Huggs, Code Enforcement Director

7. FIRST READING: An Ordinance to Repeal and Replace Ordinance No. 2006-42 Regarding the Control and Erection of Billboards within the City of Bryant, Arkansas, to Establish Fees, and for Other Purposes.

Documents: [bilbrdfinal.pdf](#)

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**

4/21/2014 - Minutes

CALL TO ORDER

Mayor Dabbs called the meeting to order at 6:00 PM.

Clerk McKim called the roll to establish a quorum was present.

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

Aldermen absent: Adrian Henley

Public Works - Streets

Presenter: Monty Ledbetter, Public Works Director

FIRST READING: AN ORDINANCE WAIVING COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE BRYANT STREET DEPARTMENT TO ENTER INTO AGREEMENTS WITH TEMPLE, INC. AND ALL SERVICE ELECTRIC, INC. FOR THE REPAIR AND REPLACEMENT OF THE ELECTRIC CONTROL BOX FOR THE TRAFFIC LIGHT AT MILL PARK ROAD AND REYNOLDS ROAD

Action: Alderman Curtis made a motion to suspend the rules and place on first reading by title only, Alderman Roedel seconded. Motion carried by voice vote - 7 Yeas. Clerk McKim read the ordinance by title only.

After discussion, Alderman Curtis made a motion to suspend the rules and place on second and third reading by title only, Alderman Chandler seconded. Motion carried by voice vote - 7 Yeas. Clerk McKim read the ordinance by title only.

Alderman Gladden made a motion to adopt, Alderman Roedel seconded. After a roll call vote, motion carried - 7 Yeas, adopting Ordinance 2014-06.

Alderman Cox made a motion to adopt the emergency clause, Alderwoman Miller seconded. After a roll call vote, motion carried - 7 Yeas.

ADJOURNMENT

Alderwoman Miller made a motion to adjourn, Alderman Chandler seconded. Motion carried.

Bryant. AR 72022
[\(501\)943-0999](tel:(501)943-0999)



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

4/24/2014 - Minutes

CALL TO ORDER

Mayor Dabbs called the meeting to order at 7:00 PM.

Clerk McKim called the roll to establish that a quorum was present.

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

Aldermen absent: Adrian Henley

INVOCATION

Alderman Chandler offered the invocation.

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- Approval of the March 20, 2014 Regular City Council Meeting Minutes
- Approval of the March 25, 2014 Special City Council Meeting Minutes

Action: Alderman Gladden made a motion to approve the March 20, 2014 Regular Meeting Minutes, Alderman Chandler seconded. Motion carried by voice vote - 7 Years.

Alderman Curtis made a motion to approve the March 25, 2014 Special Meeting Minutes, Alderman Chandler seconded. Motion carried by voice vote - 7 Years.

APPROVAL OF FINANCIAL REPORTS

Presenter: Ken Rhone, Finance Director

1. Approval of the 2013 September, October, November, and December General, Streets and Other Financial Report - Attachments were presented to Council on March 20, 2014 - *Referred by Finance and Personal to be taken to City Council and tabled until Audit completed.*

Action: Alderman Cox made a motion to table until the forensic audit is conducted, Alderwoman Miller seconded. Motion carried by voice vote - 7 Years.

2. Approval of a Resolution providing for the adoption of an Amended General and Street Budget for the City of Bryant for the twelve month period beginning January 1, 2013 and ending December 31, 2013 - *Attachments were presented to Council on March 24, 2014*

Action: Alderwoman Miller made a motion to table until the forensic audit is conducted, Alderman Cox seconded. Motion carried by voice vote - 7 Yeas.

3. Approval of the January 2014 YTD General, Streets and Other Financial Report - Attachments were presented to Council on February 27, 2014

4. Approval of the February 2014 YTD General, Streets and Other Financial Report

Action: Alderman Roedel made a motion to table items 3 and 4 until May, Alderman Chandler seconded. Motion carried by voice vote - 7 Yeas.

ANNOUNCEMENTS And PRESENTATIONS COMMITTEE And COMMISSION REPORTS

- F&P Committee Report - none
- W/WW Committee Report - none
- Parks Committee Report - Alderman Cox advised that the Landers contract was pulled off by the Parks Committee
- Planning Commission Report - Alderman Roedel advised that two issues would be addressed later in the meeting.
- Streets Operations Report - none
- MYAC - non
- Keep Bryant Beautiful - Mayor Dabbs stated they had been awarded a grant and would have a ground breaking on beautification to the Bishop Park entrance
- Bryant Historical Society - Ms. Patsy Kuhn announced the "Come to Our Table" event at Ashley Park on May 3.

DEPARTMENT REPORTS

None

PUBLIC COMMENTS

None

OLD BUSINESS

Human Resources Department

Presenter: Shari Knight, HR Director

1. Approval for the rewrite of the Legal Secretary position to that of a Trial Coordinator. In addition, approval of the Classification and Compensation Plan for the Trial Coordinator position. The 2014 budget will need to be amended to reflect the salary adjustment.

Action: Alderwoman Miller made a motion to approve, Alderman Roedel seconded. Motion carried by voice vote - 7 Yeas, adopting Resolution 2014-09.

NEW BUSINESS

Fire Department

Presenter: J.P. Jordan, Fire Chief

1. A resolution authorizing the Mayor of the city of Bryant to apply to the Arkansas Department of Rural Services for GIF Fire protection Grant

Action: Alderman Roedel made a motion to approve, Alderman Curtis seconded. Motion carried by voice vote - 7 Yeas, adopting Resolution 2014-10.

2. An ordinance to authorize the sale of one (1) 2000 model E-One commercial chassis pumper fire engine; and waiving the requirement of competitive bidding; and for other purposes.

Action: Alderman Cox made a motion to suspend the rules and place on first reading by title only, Alderman Curtis seconded. Motion carried by voice vote - 7 Yeas. Clerk McKim read ordinance by title only.

Alderman Chandler made a motion to suspend the rules and place on second and third reading by title only, Alderman Roedel seconded. Motion carried by voice vote - 7 Yeas. Clerk McKim read ordinance by title only.

Alderman Curtis made a motion to adopt, Alderman Cox seconded. After a roll call vote, motion carried - 7 Yeas, adopting Ordinance 2014-07.

Alderman Cox made a motion to suspend the rules to add amending Ordinance 2014-07 to include an emergency clause, Alderman Chandler seconded. Motion carried by voice vote - 7 Yeas.

Alderman Cox made a motion to amend Ordinance 2014-07 to include an emergency clause, Alderman Curtis seconded. After a roll call vote, motion carried - 7 Yeas.

Human Resources Department

Presenter: Shari Knight, HR Director

3. Amend Fire Uniform Sick Leave to reflect A.C.A 14-53-108

Original:

Firefighter shall accumulate sick leave at the rate of twenty (20) working days per year. If unused, sick leave shall accumulate to a maximum of sixty (60) days. (A.C.A. 14-53-108)

Revised:

Firefighter shall accumulate sick leave at the rate of twenty (20) working days per year. If unused, sick leave shall accumulate to a maximum of one thousand four hundred forty (1,440) hours. (A.C.A. 14-53-108)

Action: Alderman Curtis made a motion to approve, Alderman Cox seconded. Motion carried by voice vote - 7 Yeas.

Alderman Cox made a motion to suspend the rules and add "sick leave for the Police Department" to the agenda, Alderman Roedel seconded. Motion carried by voice vote - 7 Yeas.

Alderman Cox made a motion to change the sick leave policy for the Police Department to accumulate a max of up to 720 hours, and applying this policy to officers who are currently employed and to correct recent deductions. Alderman Chandler seconded. Motion carried by voice vote - 7 Yeas.

Legal Department - Presenter Chris Madison Staff Attorney Planning And Community Development

Presenter: Dave Green, Planning and Community Development Director

6. An Ordinance to Rezone a Certain Tract of Land From C-2 to PUD in the 100-400 Block of South Reynolds Road

Action: Alderman Gladden made a motion to suspend the rules and place on first reading by title only, Alderman Curtis seconded. Motion carried by voice vote - 7 Yeas. Clerk McKim read the ordinance by title only.

Alderman Curtis made a motion to suspend the rules and place on second and third reading by title only, Alderman Roedel seconded. Motion carried by voice vote - 7 Yeas. Clerk McKim read the ordinance by title only.

Alderman Cox made a motion to adopt, Alderman Roedel seconded. After a roll call vote, motion carried - 7 Yeas, adopting Ordinance 2014-08.

7. FIRST READING: An Ordinance to Establish and Lay Off Bryant Municipal Property Owners' Multipurpose Improvement District No. (assigned by County) - Andres Woods Subdivision, and Declaring an Emergency - Presenter: David F. Menz, Williams & Anderson PLC

Action: After discussion, Alderman Chandler made a motion to suspend the rules and place on first reading by title only, Alderman Roedel seconded. Motion carried by voice vote - 7 Yeas. Clerk McKim read the ordinance by title only.

Alderman Roedel made a motion to suspend the rules and place on second and third reading by title only, Alderman Chandler seconded. Motion carried by voice vote - 7 Yeas. Clerk McKim read the ordinance by title only.

Alderman Chandler made a motion to adopt, Alderman Roedel seconded. After a roll call vote, motion carried - 7 Yeas, adopting Ordinance 2014-08.

MAYOR COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

Alderman Chandler made a motion to adjourn, Alderman Roedel seconded. Motion carried (8:25 PM).

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

RESOLUTION NO. 2014 _____

A RESOLUTION PROVIDING FOR THE ADOPTION OF AN AMENDED BUDGET FOR THE CITY OF BRYANT FOR THE TWELVE MONTH PERIOD BEGINNING JANUARY 1, 2014 AND ENDING DECEMBER 31, 2014

WHEREAS, the City of Bryant, Arkansas adopted a budget for The City of Bryant on January 31, 2014, recorded as Resolution 2014-02, and as amended during fiscal year 2014; and

WHEREAS, the City of Bryant, Arkansas, desires to amend its General and Street Fund Budget for Fiscal Year 2014 as attached.

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

Section 1. This resolution (with attachment) shall be known as the amended budget resolution for the City of Bryant, Arkansas, for the twelve (12) month period beginning January 1, 2014 and ending December 31, 2014.

- 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)

Section 2. The amended general fund budget for the calendar year 2014 is hereby amended and adopted to read as attached.

PASSED AND APPROVED this _____ day of May, 2014.

APPROVED:

Jill Dabbs, Mayor

ATTEST:

Approved as to Form:

Heather McKim, City Clerk

Richard Chris Madison, Staff Attorney

		Approved Budget	Requested Budget	Change
General Fund				
General - Police				
001-0600-4706	Grant Revenue - DWI School Grant	-	14,986.85	14,986.85
001-0600-5706	Grant Expense - DWI School Grant	-	14,986.85	(14,986.85)
001-0600-4708	Grant Revenue - CSI Tools	-	6,000.00	6,000.00
001-0600-5708	Grant Expense - CSI Tools	-	6,000.00	(6,000.00)
001-0600-5814	Other Equipment - Police	-	72,910.00	(72,910.00)
			Police Net Change	\$ (72,910.00)
General - Planning & Development				
001-0120-5574	Prof Services - GIS	9,220.00	15,520.00	(6,300.00)
			Planning & Development Net Change	\$ (6,300.00)
General - Fire				
001-0500-4702	Grant Revenue - Fire Station Amenities	-	25,000.00	25,000.00
001-0500-5702	Grant Expense - Fire Station Amenities	-	25,000.00	(25,000.00)
001-0500-5810	Fixed Assets - Fire	16,000.00	54,410.00	(38,410.00)
001-0500-4650	Sale of Fixed Assets	60,000.00	-	(60,000.00)
001-0500-4627	Xfer Designated Tax	980,560.00	1,040,560.00	60,000.00
			Fire Net Change	\$ (38,410.00)
			General Fund Net Change	(117,620.00)
<hr/>				
Designated Tax Fund				
005-0500-4105	Sale of Fixed Assets - Fire	-	60,000.00	60,000.00
005-0500-5620	Xfer to General - Fire	980,560.00	1,040,560.00	(60,000.00)
			Designated Tax Fund Net Change	\$ -
<hr/>				
Street Fund				
080-0800-5225	Insurance Expense - Vehicle	13,500.00	13,857.00	(357.00)
080-0800-5481	Municipal League Dues	3,100.00	3,368.00	(268.00)
			Street Net Change	\$ (625.00)
<hr/>				
Street Bond 2008 Constr Fund				
180-0800-5918	Project - Echo Lake	358,621.00	374,159.94	(15,538.94)
			Street Bond 2008 Constr Net Change	\$ (15,538.94)
<hr/>				
State Drug Control Fund				
068-0600-5600	Misc. Expense	-	5,000.00	(5,000.00)
			State Drug Control Net Change	\$ (5,000.00)
<hr/>				
Fire 3/8 Sales Tax Fund				
055-0500-5600	Miscellaneous Expense	-	21,060.00	(21,060.00)
			Fire 3/8 Sales Tax Net Change	\$ (21,060.00)
<hr/>				

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.

SECTION 2: The Mayor is authorized and directed to pay into the registry of the Saline County Circuit Court the appraised valued 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: EMERGECCNY 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.

RESOLUTION NO. 2014 - ____

**A RESOLUTION AUTHORIZING THE
MAYOR TO EXECUTE A MASTER LEASE AGREEMENT WITH VERIZON
WIRELESS TENNESSEE PARTHERSHIP D/B/A VERIZON WIRELESS, AND FOR
OTHER PURPOSES**

WHEREAS, The City of Bryant owns right of ways and property within the City of Bryant, Arkansas;

WHEREAS, Verizon Wireless wishes to enter into a Master Lease Agreement with the City of Bryant for potential future access to the City of Bryant's right of ways and properties;

WHEREAS, Verizon Wireless wishes to lease access to provide additional small cell service units within the City of Bryant's right of ways and property; and

WHEREAS, The City of Bryant will generate revenue from such leasing of space provided for under the Master Lease Agreement and subsequent Lease Supplements.

**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 Master Lease Agreement with Verizon Wireless 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.

{signatures on the following page}

APPROVED:

Jill Dabbs, Mayor

Approved as to Form:

Richard Chris Madison, Staff Attorney

ATTEST:

Heather Kizer, City Clerk

MASTER LEASE AGREEMENT

This Master Lease Agreement (the "Agreement") made this _____ day of _____, 20___, between the City of Bryant, Arkansas, with its principal offices located at _____, hereinafter designated LESSOR and Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LESSOR is the owner of or holds a leasehold interest in certain buildings, utility poles and/or other improvements and/or facilities, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission ("FCC") to LESSEE; and

WHEREAS, LESSEE desires to install, maintain and operate communications equipment in and/or upon certain of LESSOR's buildings, utility poles and/or other improvements and/or facilities, some of which may be located in the public rights-of-way; and

WHEREAS, LESSOR and LESSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LESSOR may wish to permit LESSEE to install, maintain and operate communications equipment as hereinafter set forth; and

WHEREAS, LESSOR and LESSEE acknowledge that they will enter into a lease supplement ("Supplement"), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to lease; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LESSOR and LESSEE in different geographic areas and as a result, each Supplement may be signed by LESSEE and LESSOR's affiliated entities as further described herein, as appropriate based upon the ownership or other interest in of the subject building or facility, in the case of LESSOR, and the entity holding the FCC license in the subject geographic location, in the case of LESSEE.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LESSOR agrees to lease to LESSEE certain space described in the applicable Supplement (the real property to which LESSOR has an interest to be subject to the applicable Supplement is hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility, along with the right to use the public rights-of-

way as described in Paragraph 26 below. The space leased by LESSOR to LESSEE described in the applicable Supplement to be executed by the Parties is hereinafter collectively referred to as the "Premises". In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. CONDITION OF PROPERTY. In the event LESSOR leases to LESSEE any space within or on any building of any Property (the "Building"), LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. In the event LESSOR leases to LESSEE any space within or on a Building, LESSOR represents and warrants to LESSEE that as of the Effective Date of each Supplement and continuing throughout the Term of each Supplement (as hereinafter defined): (a) the Building (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound, and free of any leakage; and (ii) the Property and Building are in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the Building, or any part thereof; and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time during the Term of a particular Supplement, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense; provided, however, in the event LESSOR fails to do so, LESSEE's only remedy shall be to either (i) terminate the Supplement applicable to the Building by providing written notice to LESSOR or (ii) rectify same at LESSEE's expense.

3. TERM; RENTAL.

This Agreement shall be for a term of twenty-five (25) years commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of \$2,500.00, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the payee designated by LESSOR in the Supplement or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits

under each Supplement; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement or a Supplement; and (iii) other documentation requested by LESSEE with respect to the ownership of the subject property and the payment of rent under the Supplement and within fifteen (15) days of obtaining an interest in any Property, Supplement or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein or in any Supplement, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. LESSOR shall, at all times during the Term of each Supplement, provide electrical service and telephone service access within the Premises. LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation and pay the utility provider directly for such electrical power.

LESSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. Each Supplement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to a Supplement, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building or utility pole structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate the applicable Supplement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance

with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR for the terminated Supplement.

7. Intentionally deleted.

8. INSURANCE.

a. To the extent allowed by applicable law, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE agree that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE agrees that it will include LESSOR as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraph 21, and to the extent allowed by applicable law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate each Supplement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing; provided, however, in the event LESSEE is unable to correct and eliminate the interference using commercially reasonable steps, LESSEE shall have the right to terminate the Supplement by providing written notice to LESSOR. In no event will LESSOR be entitled to terminate a Supplement or, except in the event of an emergency, relocate the equipment as long as LESSEE is

making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Supplement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term of any Supplement to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of the Supplement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. Notwithstanding the foregoing, in no event shall this Agreement or any Supplement be deemed to prevent LESSOR from leasing space not subject to a Supplement to third parties for communications facilities. The provisions of this Section 13 shall not apply to a lease by LESSOR to a third party of space other than the Premises for communications facilities.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term of any Supplement decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LESSEE's rights hereunder and under the terms of the Supplement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Supplement whereby the third party agrees in writing to assume all obligations of LESSOR under the Supplement, then LESSOR shall not be released from its obligations to LESSEE under the Supplement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Supplement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of each Supplement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute the Supplement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. LESSEE agrees to provide to LESSOR notice of any such sale, assignment or transfer within a reasonable period of time after the occurrence thereof. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Bryant, Arkansas

Mayor City of Bryant
210 S.W. 3rd Street
Bryant, AR 72022

LESSEE: Verizon Wireless Tennessee Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. To the extent the Premises is not located within a public right-of-way or on an existing utility pole, LESSOR agrees to execute a Memorandum of each Supplement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for

recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under the applicable Supplement until the full undisputed amount is fully reimbursed to LESSEE. The venue for any litigation related to this Agreement or any Supplement shall be in Bryant, Arkansas, in accordance with the laws of the State of Arkansas.

21. ENVIRONMENTAL. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required

to permit LESSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all applicable laws (including but not limited to the laws of the State of Arkansas), rules, regulations, ordinances (including but not limited to the laws of the City of Bryant, Arkansas), directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws") relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

24. AUTHORIZED ENTITIES. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an "Authorized Entity". No obligation is incurred or liability accepted by any Authorized Entity until that Authorized Entity enters into a site specific Supplement. Only the Party and the Authorized Entity executing a Supplement are responsible for the obligations and liabilities related thereto arising under that Supplement and this Agreement. All communications and invoices relating to a Supplement must be directed to the Authorized Entity signing the Supplement. A default by any Authorized Entity will not constitute or serve as a basis for a default by any other Authorized Entity not a party to the applicable Supplement.

25. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

26. USE OF PUBLIC RIGHTS-OF-WAY.

a. LESSOR hereby grants to LESSEE the right to use the municipal public right-of-way for the installation, maintenance and operation of LESSEE's communications equipment in and/or upon utility poles and/or other improvements and/or facilities owned by LESSOR or by third parties and located within said public right-of-way. LESSOR agrees that the annual rental as described in Paragraph 3 above includes any fee or rent associated with LESSEE's use of the public rights-of-way, and in no event shall LESSEE be obligated to pay LESSOR any other rent or fee in connection with such use of any of the public rights-of-way.

b. All communications equipment shall be installed in accordance with applicable Federal, State, and City regulations and, in the absence of such regulations, in accordance with accepted industry practice. LESSEE shall comply with all laws, ordinances, rules and regulations adopted by the City Council of LESSOR with respect to all communications equipment installed in any public right-of-way. Within the public rights-of-way, the location of the communications equipment shall be subject to the reasonable and proper regulation, direction and control of the LESSOR or the official to whom such duties have been delegated by LESSOR. Notwithstanding the foregoing, should any ordinances, rules or regulations adopted by LESSOR be unduly burdensome in LESSEE's sole judgment, LESSEE may terminate this Agreement or any Supplement or Supplements under the Agreement, without penalty, upon written notice to LESSOR.

c. LESSEE and its contractors shall give LESSOR reasonable notice of the dates, location, and nature of all work to be performed on its communications equipment within the public rights-of-way. This Agreement shall allow LESSEE to perform all work on LESSEE's communications equipment within the public rights-of-way and to park vehicles in the streets and other public rights-of-way when necessary for the installation, replacement, abandonment, operation or maintenance of LESSEE's communications equipment. LESSEE and contractors performing work for LESSEE shall not be required to pay any fee in order to perform work on LESSEE's communications equipment, or park within the streets and other public rights-of-way. Following completion of work in the public rights-of-way, LESSEE shall repair any affected public rights-of-way as soon as possible, but no later than the time frame established by the permit issued by the LESSOR. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work authorized by this Agreement.

[The Remainder of this Page is Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

The City of Bryant, Arkansas

By: _____
Mayor Jill Dabbs,

Date: _____

Attest:

By: _____
City Clerk, Heather McKim

[City Seal]

Date: _____

LESSEE:

**Verizon Wireless Tennessee Partnership
d/b/a Verizon Wireless**

By: Cellco Partnership, its general partner

By: _____
Aparna Khurjekar
Area Vice President Network

Date: _____

EXHIBIT "A"

LEASE SUPPLEMENT

This Lease Supplement ("Supplement"), is made this ____ day of _____, _____, between **THE CITY OF BRYANT, ARKANSAS**, whose principal place of business is <Address>, City, State, ("Lessor"), and **VERIZON WIRELESS TENNESSEE PARTNERSHIP d/b/a Verizon Wireless**, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").

1. **Master Lease Agreement.** This Supplement is a Supplement as referenced in that certain Master Lease Agreement between The City of Bryant, Arkansas and Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless, dated _____, 201__, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** Lessor hereby leases to Lessee that certain premises on Lessor's Property located at INSERT SITE ADDRESS as shown on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.
4. **Consideration.** Rent under this Supplement shall be as set forth in the Agreement, payable to The City of Bryant, Arkansas at <REMITTANCE ADDRESS>.
5. **Site Specific Terms.** (Include any site-specific terms)

[If the Lease Supplement applies to a Building, add a provision concerning Rights to Reconstruct Upon Casualty, if different that the Agreement]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LESSOR:

The City of Bryant, Arkansas

By: _____
Mayor Jill Dabbs,

Date: _____

Attest:

By: _____
City Clerk, Heather McKim

[City Seal]

Date: _____

LESSEE:

**Verizon Wireless Tennessee Partnership
d/b/a Verizon Wireless**

By: Cellco Partnership, its general partner

By: _____
Aparna Khurjekar
Area Vice President Network

Date: _____

EXHIBIT 1
PREMISES

RESOLUTION NO. 2014 - ____

**A RESOLUTION AUTHORIZING THE
MAYOR TO EXECUTE A PROGRAM AGREEMENT WITH THE CENTRAL
ARKANSAS DEVELOPMENT COUNCIL, D.B.A. BRYANT SENIOR ADULT CENTER,
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 senior adults;

WHEREAS, The Bryant Senior Adult Center provides program administration and operation of numerous senior adult programs in Bryant;

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

WHEREAS, the Bryant Senior Adult Center's access to the recreational facilities at Bishop Park on Boone Road to provide senior adult services and programs on behalf of the City of Bryant is an appropriate and beneficial use of that space and facilities to further the City's governmental interest and senior adult programs;

WHEREAS, the Bryant Senior Adult Center 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 senior adult access and senior adult 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 Senior Adult Center, (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

ATTEST:

Approved as to Form:

Heather Kizer, City Clerk

Richard Chris Madison, Staff Attorney

**Bryant Parks and Recreation Department
2012 Program Agreement**

THIS AGREEMENT made and entered into on August ____, 2014 by and between the CITY OF BRYANT, doing business at 210 S.W. 3rd Street, Bryant, AR 72022 (hereinafter called "THE CITY"), and CENTRAL ARKANSAS DEVELOPMENT COUNCIL DOING BUSINESS AS Bryant Senior Adult Center, 321 Edison, Benton, Arkansas (hereinafter called "BSAC").

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 senior adult activity programs and services has been considered the best use of this portion of said property to better serve the citizens of Bryant, Arkansas which portion of said property includes particularly, without limitation, approximately 4,000 square feet on the South end, First Floor of the Bishop Center Complex (hereinafter "BSAC Space");

WHEREAS, THE CITY provides RECREATIONAL facilities and programs in Bryant;

WHEREAS, BSAC provides program administration and operation of a senior adult activity programs and services (hereinafter "SERVICES") in Bryant;

WHEREAS, providing SERVICES for the senior adults of THE CITY is an appropriate governmental function;

WHEREAS, the BSAC access to the BSAC Space to SERVICES on behalf of the City of Bryant is an appropriate and beneficial use of that space and facilities to further the City's senior adult programs and activities;

WHEREAS, the BSAC Space provided for under this Program Agreement will be for a period of one year, covering fiscal 2014;

WHEREAS, it is anticipated that senior adult services will be needed within the City of Bryant beyond this fiscal year, and assuming that THE CITY has a need to provide senior adult services and assuming that the use of the BASC Space by the BSAC is in the best interest of THE CITY at the end of the term, it is anticipated that this Program Agreement be renewed by Resolution duly passed by the City Council for each subsequent fiscal year these services are needed and being met by the BSAC;

WHEREAS, Bryant City Council anticipates needing senior adult services within the City of Bryant and anticipates reviewing the provision of those services by the BSAC on an annual basis; and

WHEREAS, the BSAC and the City's utilization and maximization of the BSAC Space benefits the City by maximizing senior adult services and programs 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 BSAC Space as outlined herein to the BSAC for the providing of SERVICES. The BSAC Space will be used by the BSAC for programs and services provided for the senior adults of THE CITY.

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

1. BSAC 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 BSAC provides to the City's senior adults. Such programs and services shall be operated in accordance with such guidelines as shall be deemed appropriate. THE CITY will provide maintenance of the BSAC 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 BSAC use of the BSAC Space, including utilities associated with said usage. Building maintenance by the City does not include repairs for property damage caused by BSAC 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 BSAC, the BSAC will be responsible for the costs of such repairs or replacement. Improvements made or installed by the BSAC are the BSAC responsibility to maintain, repair and/or replace.

2 This Agreement shall supersede and repeal all prior Program Agreements between THE CITY and BSAC.

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

4. It is agreed that THE CITY has no financial interest in the business of BSAC and shall not be liable for any debts or obligations incurred by BSAC, nor shall THE CITY be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the BSAC, or profits earned or derived by the BSAC, nor shall BSAC 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. BSAC, 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 BSAC is an independent contractor. THE CITY does not and will not assume any responsibility for the means by which or manner in which by BSAC shall be wholly responsible therefore.

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

7. The BSAC Space shall be open to the public 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. BSAC will operate programs in accordance to nondiscrimination and requirements of Title VI of the 1964 Civil Rights Act. BSAC will comply with all federal, state and local laws, including but not limited to the Arkansas Nonprofit Act of 1993.

9. It is agreed that the program for which this agreement is written must be made available to the general public to join and participate in and shall be restricted only in ways THE CITY might if it were providing the services itself. 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. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.

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

- 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.
- c. Any payments pursuant to (b) above shall be made payable to the BSAC.

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

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

15. BSAC will control all litter by picking up litter their program creates. The litter must be placed in the proper receptacle by BSAC 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, BSAC will be charged \$10 for each individual man hour worked.

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

17. At the request of CITY, BSAC 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 BSAC. 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 BSAC will be retained by BSAC and include: appliances, equipment, electronic devices, trade fixtures, and other removable items.

II. Reporting and Correspondence Requirements:

1. BSAC agrees to furnish the City with an annual report illustrating the activities of the BSAC on behalf of the City no later than September 30th, 2014. This report will illustrate and demonstrate how BSAC Space has been utilized in furtherance of the programs of BSAC. Further, BSAC agrees to furnish the City with its annual audited financial statement within 30 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. BSAC 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 BSAC 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. BSAC 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, BSAC will be responsible to pay for the cost of any and all repairs to the damaged lines.

III. Insurance and Liability Requirements:

1. BSAC 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 BSAC's provision of services hereunder.

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

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 BSAC Space. BSAC 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 BSAC, 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. In the event that BSAC violates any provision of this agreement, this agreement may be terminated with 30 days' notice; however the City reserves the right to provide 30 days for BSAC to correct the violation at the City's reasonable discretion. In the event that City funds or facilities are used fraudulently, fraudulently accounted for, fraudulently spent, or otherwise illegally disposed of, the City may terminate this agreement with 30 days' notice. The City reserves the right to provide BSAC 30 days to remedy the illegal or fraudulent use of City funds, but the City has no obligation to allow such remedy period. Any termination or opportunity to remedy under this paragraph shall occur after the City Council votes to terminate or allow remedy of the violation. Any Council action will be at a regular or special called meeting and only after appropriate notice of such Council meeting is provided for under Arkansas Code and City Resolutions governing the calling of meetings.

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

5. A program agreement must be signed annually in order to guarantee use of a facility or area. The signing of such agreement in no way binds THE CITY to notify BSAC of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of BSAC Space remains with BSAC.

6. Any changes in programs of uses by BSAC 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.

7. THE CITY reserves the right to amend this agreement when it deems it necessary. BSAC may amend this agreement by the mutual assent of both parties. If this agreement is amended, it will be in writing and 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, contracts, or leases.

Dated this ____ day of _____, 2014.

City of Bryant, Arkansas: _____, Mayor Jill Dabbs

Attest: _____, City Clerk, Heather McKim

Central Arkansas Development Council

User Organization, Second Party,

_____, Larry Cogburn /Executive Director

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, 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 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 conduct 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 public 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 agreed that the program for which this agreement is written must be made available to the general public to join and participate in and shall be restricted only in ways THE CITY might if it were providing the services itself. 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. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.

12. 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.

13. No alterations, changes, or modifications to change the intended use 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.

14. 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 September 30th, 2014. 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 30 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 Contract 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 goals of this program agreement. 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. In the event that BGC violates any provision of this agreement, this agreement may be terminated with 30 days' notice; however the City reserves the right to provide 30 days for BGC to correct the violation at the City's reasonable discretion. In the event that City funds or facilities are used fraudulently, fraudulently accounted for, fraudulently spent, or otherwise illegally disposed of, the City may terminate this agreement with 30 days' notice. The City reserves the right to provide BGC 30 days to remedy the illegal or fraudulent use of City funds, but the City has no obligation to allow such remedy period. Any termination or opportunity to remedy under this paragraph shall occur after the City Council votes to terminate or allow remedy of the violation. Any Council action will be at a regular or special called meeting and only after appropriate notice of such Council meeting is provided for under Arkansas Code and City Resolutions governing the calling of meetings.

5. 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.

6. 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.

7. Any amendment, alteration or change in this agreement, other than as provided for in paragraph IV.(3) and (4) 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, contracts, 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

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 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 monthly 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 60 days of such audit being completed. The City reserves the right, and BGC agrees, to provide current financial accounting of funding provided by the CITY under this agreement upon demand of the CITY. The CITY agrees that it will not ask for current financial accounting more than once per calendar quarter.

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

President,

Attest:

Heather Kizer, City Clerk

Suzanne Passmore, Executive Director

ORDINANCE NUMBER 2014-__

**AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 2006-42
REGARDING THE CONTROL AND ERECTION OF BILLBOARDS WITHIN THE
CITY OF BRYANT, ARKANSAS. TO ESTABLISH FEES, AND FOR OTHER
PURPOSES.**

WHEREAS, it has been determined by the City Council of the City of Bryant, Arkansas that the control of billboard advertising is in the best interest of development of the City of Bryant. Such billboards adversely affect the safe and orderly flow of pedestrian and vehicular traffic within the city limits by contributing to poor visibility, congestion, and obstructions on the roadway, and might also result in harm to the welfare of the City by creating visible clutter and blight and by promoting a negative aesthetic impact in the city.

THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRYANT, SALINE COUNTY, ARKANSAS THAT:

SECTION I: DEFINITIONS:

- A. **Free Standing Sign:** A permanently installed sign supported upon the ground by poles or braces not attached to a building.
- B. **Maintenance:** The cleaning, painting, repair, or replacement of defective parts of a sign in a manner that does not alter the basic design, structure, or location.
- C. **Billboard:** A billboard is a free standing sign over 32 square feet which meets any one or more of the following criteria: 1) a permanent structure sign which is used for the display of offsite commercial messages; 2) a permanent structure sign which constitutes a principal, separate or secondary use, as opposed to an accessory or ancillary use, of the parcel on which it is located; 3) an outdoor sign used as advertising for hire, i.e., on which display space is made available to parties, other than the owner or operator of the sign or occupant of the parcel (not including those who rent space from the sign owner, when such space is on the same parcel as the sign) in exchange for a rent, fee or other consideration; or 4) an off-site outdoor advertising sign on which space is leased or rented.

Billboards do not include on-premises commercial or non-commercial signs as defined by Ordinance No. 2012-29 and its accompanying regulations.

- D. **Owner:** A person identified and recorded as such on official records. For the purpose of this ordinance, the owner of the property on which a sign is located is presumed to be the owner of the sign, unless official records required by this Ordinance indicate otherwise.
- E. **Permanent Sign:** To set, fix, or secure in or on a support, thereby allowing such sign to become a fixed object to be used for the purpose of advertising or identifying any establishment, product, goods or services.
- F. **Sign:** Any device, structure, fixture, or placard using graphics, symbols, color and/or written copy to advertise, to announce the purpose of, or to identify the purpose of a person, entity, establishment, product, good, service, or event or to communicate information of any kind to the public.

- G. **Sign Facing:** The directional view of a sign visible from the approaching traveled way-

SECTION II: REGULATED OFF-PREMISE SIGN REQUIREMENTS:

- A. The regulated billboard requirements of this ordinance are to ensure there are no unplanned construction of billboards and that there are no pedestrian, vehicular traffic safety, hazardous situations, or obstructions to utility service access and setback requirements within the city limits of Bryant because of poor visibility, congestion, and obstructions on the roads and highways and that the welfare of the City is protected by preventing visible clutter and blight and by promoting a positive aesthetic impact.
- B. Billboard requirements:
1. There will be no new billboards allowed within the city limits of Bryant, Arkansas except where allowed along Interstate 30 according to Arkansas Highway Department and Federal Highway regulations and rules, but they will be spaced no closer than 1,000 feet to another billboard..
 2. Billboards on Arkansas Highways 5, Highway 183, and Springhill Road will be capped to the total number of signs existing in the city limits at the time of the acceptance of this ordinance.
 3. Within 120 days after the effective date of this ordinance, the City shall compile an inventory of existing billboards within the City. Until the inventory is completed, no billboard shall be erected, modified, or relocated, nor shall the City of Bryant issue any permits. Following completion of the inventory, the City shall grant a billboard permit for each existing billboard reflecting the location, size, height, zoning, and the degree of conformity with the requirements of this ordinance. Only inventoried billboards may be issued alteration or relocation permits. Billboard owners can accelerate the inventory process by providing the necessary inventory information for their billboards. If owners have provided necessary inventory information for all billboards in their ownership, the City shall release billboard permits for that ownership, regardless of the degree of completion of the remainder of the inventory.
 4. Billboards shall not be altered with regard to size, shape, orientation, height, or location without the prior issuance of a billboard alteration or relocation permit. All such permits shall require full compliance with the provisions of this ordinance. Ordinary and necessary repairs which do not change the size, shape orientation, height, or location of an inventoried billboard shall not require alteration permits but may require a relocation permit. An inventoried billboard may be replaced with a same sized or smaller billboard matching the previously existing orientation, but may also be less than the previously existing billboard size, shape, and height.
 5. All existing billboards or those billboards under contract prior to the adoption of this ordinance are grand-fathered within the city limits of Bryant. Only billboards grand-fathered in along Highway 5, Highway 183 and Springhill Road will be allowed legal non-conforming status herein.
 6. Billboards on Arkansas Highways 5, Highway 183, and Springhill Road

will not be allowed to relocate within the city limits of Bryant. However, they may relocate to Interstate 30 corridor provided the owner obtains a relocation permit. Billboards will meet the City of Bryant, Arkansas Highway Department, and Federal Highway regulations. An application/registration request must be submitted to the Bryant Planning Commission for review and approval.

7. The number of commercial signs per billboard shall comply with the standards provided for in Regulations for Control of Outdoor Advertising on Arkansas Highways as provided for by the Arkansas Highway Department.
8. All non-grandfathered billboards will have a maximum size of 14 feet by 48 feet and will be spaced no closer than 1000 feet from another billboard. Requests to relocate existing billboards shall comply with the requirements of this Ordinance.
9. No billboard shall be located in such a position that it obstructs or obscures the view of vehicular or pedestrian traffic in such a manner as to endanger the safe movement thereof.
10. Each billboard, any single face of which is larger than 24 square feet, shall be set back at least 25 feet from any road or street right-of-way line, measured from the closest part of the sign.
11. All billboards shall be erected in conformity with the front, side and rear yard requirements of the zoning district in which they are located.
12. No billboard shall be permitted whenever property zoned residential would be between the sign and the roadway toward which it is oriented.
13. No part or foundation or support of any billboard shall be placed on, in, or over any public property, including public rights-of-way, or any utility or drainage easement, or upon telephone or utility poles, or natural features such as trees and rocks, except for the following:
 - a. Signs, displays, and devices which locate, identify, mark, or warn of the presence of pipelines, utility lines, or rail lines and appurtenances thereto, including, but not limited to, markers used in maintenance, operation, observation, and safety.
 - b. Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, and direct and regulate pedestrian or vehicular traffic
14. Any wood pole billboard may be upgraded to a monopole provided it conforms to the Arkansas Highway Department and Federal Highway regulations. Prior to replacement, a building and alteration permit must be obtained from the City of Bryant.
15. New, replacement, upgraded, or relocated billboards will be single faced and no more than two sides.
16. After the effective date of this ordinance, it shall be unlawful for any

person to erect, expand, move, or place any billboard which does not conform to the requirements set forth herein.

17. All billboard licenses are the property of the billboard license holder, or if the license holder's lease term expires for a particular billboard licensed location, the land owner of that location may apply for a license for the billboard on his or her property. A land owner who wishes to exercise the right to license a billboard whose lease has expired or is expiring must apply for a license within 60 days after the billboard lease holder's license expiring.
 - a. The land owner bears the responsibility to provide proof that the current billboard lease has expired and is therefore exercising his or her option to maintain the license under this paragraph.
 - b. The City, upon documented proof that the lease for an inventoried billboard is expired may issue a license to the land owner, upon affidavit of the land owner that the lease is expired and such statement is made under penalty of perjury and subject to criminal and civil penalties and on a form provided by Code Enforcement.
 - c. If a replacement billboard is to be erected on the land owner's property it must be completed within 12 months after issuance of the new billboard license or the license shall be void.
18. All billboards other than those allowed herein are prohibited within the city limits.

SECTION III: APPLICATIONS AND REGISTRATIONS:

- A. Applications for billboards to be located within the city limits will have a plan sheet showing, but not limited to, the following: location, materials list, methods of construction, anchoring and supporting, landscape plan, and certification of compliance to all federal, state, and/or city codes.
- B. Applications will be turned into the Planning Commission office before the deadline for the regularly scheduled monthly meeting.
- C. All existing billboards or those under contract prior to the adoption of this ordinance, which are located within the city limits, are not subject to application or building fees. However, all billboard owners, unless otherwise exempted in this Ordinance, will be required to register with the City of Bryant, Permit Office for purposes of obtaining a valid permit and establishing the annual Billboard Permit fee.
- D. The Planning Commission shall take appropriate action on applications for permits under this Ordinance and issue a decision within thirty (30) days thereafter. Should a decision not be reached within thirty (30) days, the application shall be deemed to be denied.
- E. Should an application be denied, the applicant may appeal the decision to the Planning Commission within thirty (30) days of the denial. The Planning Commission shall hold a public hearing at the next regularly scheduled meeting.

After the public hearing is closed, the Planning Commission shall make a decision based upon the regulations of this ordinance and by evidence supported in the record.

- F. While any appeal is pending, status quo of billboards or proposed billboards shall be maintained, unless by virtue of its physical condition the sign presents immediate and significant threat to public safety.
- G. Substitution of any non-commercial message, in whole or in part, on any existing, legal sign, may be made without any permitting or approval.

SECTION IV: FEES AND MAINTENANCE:

- A. Purpose
 1. The purpose of the annual permit fee is to offset the cost to the City of Bryant of enforcement of this Ordinance and should not be construed as a charge for the privilege of doing business.
- B. General Administrative:
 1. Billboard building permit, one time fee, is seventy-five dollars (\$75.00).
 2. Annual Billboard Permit fees will be for the period January 1 through December 31 (annually).
 3. Billboard owners will be required to apply and pay annual permit fees to the City of Bryant, Permit Office, not later than January 1 of each year. If fees are not paid by January 30 of each year, Section V: Enforcement, will apply as stated below.
- C. Annual Permit Fees for billboards within the Bryant City limits will be one hundred dollars (\$100.00) annually for billboards larger than 4 feet by 8 feet. Any billboard 4 feet by 8 feet or smaller will incur an annual permit fee of twenty-five dollars (\$25.00).
- D. The owner shall maintain all freestanding billboards and the premises surrounding the sign in a clean, sanitary, and inoffensive condition, free of all obnoxious substances, rubbish, and weeds.
- E. All billboards shall be properly maintained at all times. Exposed surfaces shall be clean and painted (if paint is required). Defective parts shall be replaced.
- F. Construction and placement of all billboards must conform to the applicable traffic codes of the city and in no way restrict the safe view and/or efficient movement of traffic.

SECTION V: ENFORCEMENT

- A. Code Enforcement shall send a certified letter notifying the billboard owner of non-payment of fees, damage, safety violation, hazard, non-maintenance, or non-compliance with this ordinance. From the day of receipt of this certified letter, the

owner will have 20 days (includes Saturdays and Sundays) to show the violation(s) have been resolved or/repair(s) have been arranged or completed.

- B After 20 days, code enforcement will notify the Bryant City Police Department and the billboard owner may be ticketed and fined up to \$500 per violation. Each day after the 20th day after the receipt of the initial certified letter shall constitute a separate violation for purposes of enforcement.
- C If the violation(s) is not addressed within 60 days of receipt of the initial certified letter, the city will withdraw the permit and have the billboard removed at the owner's expense.
- D These time periods and limitations shall commence to run upon the receipt of the first letter received by the billboard owner from the City of Bryant for each individual violation. The time shall not be affected, re-initialized, or excluded in any manner, even by the receipt of subsequent letter(s) by the billboard owner for the same offense.

SECTION VI: GENERAL REPEALER: All ordinances and resolutions and parts hereof in conflict with this ordinance are hereby repealed to the extent of such conflict, specifically including 2006-42.

SECTION VII: SEVERABILITY: Should any section, clause, or phrase of this ordinance be declared by the courts to be invalid, that validity shall not affect the other provisions of this Ordinance which shall be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BRYANT, ARKANSAS, on this the _____ day of _____, 2014

Jill Dabbs, Mayor

ATTEST:

Approved as to Form:

Heather McKim, City Clerk

Richard Chris Madison, Staff Attorney