Bryant Planning Commission Meeting

Boswell Municipal Complex - City Hall Court Room

210 SW 3rd Street

YouTube: https://www.youtube.com/c/bryantarkansas

Date: July 13, 2026 - **Time:** 6:00 PM

Call to Order

Approval of Minutes

1. Planning Commission Meeting Minutes 6/8/2026

- 2026-06-08 Planning Commission Minutes.pdf

Announcements

2. Bryant Leap Forward Update

Presented by Mayor Chris Treat

DRC Report

3. Arnolds Fireworks - 604 S Reynolds Rd, Hwy 5 & Parkway, 2703 Springhill Rd - Temporary Business

Requesting approval for temporary business for fireworks.

- 1051-APP-01.pdf
- 1052-APP-01.pdf
- 1053-APP-01.pdf

4. 5 Star Fireworks - 23392 I-30 & 5407 HWY 5 - Temporary Business

Requesting approval for temporary business for fireworks.

- 1055-APP-01.pdf
- 1055-APP-02.pdf
- 1056-APP-01.pdf
- 1056-APP-02.pdf

Public Hearing

5. Midtown Bryant TND Overlay - Amendment to Zoning Code

City of Bryant - Requesting to Remove all Portions of the Midtown TND Overlay Except the Property as Described in the Proposed Ordinance

- Proposed Ordinance for Reducing Midtown TND Overlay District.pdf

Old Business

New Business

Adjournments

Bryant Planning Commission Meeting Minutes
Monday, June 8, 2026
Boswell Municipal Complex – City Hall Courtroom
6:00 PM

Agenda

CALL TO ORDER

- Chairman Lance Penfield calls the meeting to order.
- Commissioners Present: Statton, Thompson, Johnson, Edwards, Speed, Hooten, Penfield
- Commissioners Absent: Lewis

APPROVAL OF MINUTES

1. **Planning Commission Meeting Minutes 5/11/2026**

   Motion to Approve Minutes made by Commissioner Statton, Seconded by Commission Edwards. Voice Vote, 7 Yays, 0 Nays, 1 Absent

ANNOUNCEMENTS

Chairman Penfield asked Vice-Chairman Hooten to read the DRC Report.

DRC REPORT

2. **Meramec Specialty - Fireworks City** - **6139 Hwy 5 -** Temporary Business
   Kevin Bailey - Requesting Approval of Temporary Business Application for Fireworks Tent. - APPROVED

3. **Jake Fireworks - 4910 Hwy 5 -** Temporary Business
   Kevin Bailey - Requesting Approval of Temporary Business Application for Fireworks Tent. - APPROVED

4. **A-1 Fireworks** - Temporary Business
   Kevin Bailey - Requesting Approval of Temporary Business Application for Fireworks Tent. - APPROVED

5. **Roman Heights Subdivision** - Replat Lot 13R
   Hope Consulting - Requesting Recommendation for Approval of Replat - APPROVED BY DRC, confirmation needed by Planning Commission.

6. **The Social Parlor - 601 N Reynolds Road** - Sign Permit
   Pinnacle Signs - Requesting Sign Permit Approval - STAFF APPROVED

7. **Baker's Jewelry - 2212 N Reynolds -** Sign Permit
   Ace Sign Company - Requesting Sign Permit Approval - STAFF APPROVED

8. **Snell-Northcutt Electric - 22000 I-30** - Sign Permit
   Ace Sign Company - Requesting Sign Permit Approval - STAFF APPROVED

PUBLIC HEARING

Chairman Penfield asked for a motion to add Hill Valley Estates PUD to the Agenda. Motion to Approve adding Hill Valley Estates PUD made by Commissioner Johnson, seconded by Commissioner Edwards. Voice Vote, 7 Yays, 0 Nays, 1 Absent

9. **Midtown TND Overlay** - Amendment to Zoning Code
   City of Bryant - Requesting to Remove all Portions of the Midtown TND Overlay Except the Property Described in the Proposed Ordinance

   After a brief discussion, Chairman Penfield asked those in attendance to speak for or against the public hearing item.

   Mayor Treat (On behalf of Mr. Bullock who was unable to attend) stated concerns of what the public interest is, what the zoning will be, and will the removal of the overlay have an impact on the existing settlement agreement - AGAINST.

   After additional discussion, Chairman Penfield called for a motion to continue the Public Hearing to the July Planning Commission meeting. Motion was made by Commissioner Statton, seconded by Commissioner Speed.

10. **Hill Valley Estates - PUD -** Rezoning
    Hope Consulting - Requesting Approval of Zoning Plan and Rezoning to PUD.

    After a brief discussion, Chairman Penfield asked those in attendance to speak for or against the public hearing item.

    Seeing none, Chairman Penfield called for a roll call vote to approve. 7 Yays, 0 Nays, 1 Absent.

OLD BUSINESS

None

NEW BUSINESS

11. **Roman Heights Subdivision -** Replat Lot 13R
    Hope Consulting - Confirmation of Replat Approval

    Chairman Penfield called for a roll call vote to approve. 7 Yays, 0 Nays, 1 Absent

ADJOURNMENT

Motion to Adjourn made by Commissioner Johnson, seconded by Commissioner Edwards. Voice Vote, 7 Yays, 0 Nays, 1 Absent. The meeting was adjourned.

_____ _____

Chairman, Lance Pinfield *Date*

_____ _____

Secretary, Ethan Godwin *Date*

POLICY NUMBER: PY/26-0056 **PYROTECHNIC LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters"

This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) as shown in the schedule below is an additional insured pursuant to Section III.

Primary and Non-Contributory

The insurance provided to the Additional Insured scheduled below shall be primary and not contributory with any other insurance maintained by the Additional Insured where this is required by way of a written contract with **Named Insured.**

Waiver of subrogation

The **Named Insured** waives any right of subrogation the **Named Insured** may have against any person or organization, where required by the Insured's written contract with the Additional, because of payments made by the **Named Insured** for **Damages** and **Claims Expenses** arising out of the **Named Insured**'s operations in accordance with the written contract.

Additional Insured:

Peter Cunningham

06/25/2026 through 07/06/2026

c/o First Southern Baptist Church

604 Reynolds Rd, Bryant, AR 72022

All other terms, exclusions and conditions of this Policy remain unchanged.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA 94954	PHONE (A/C, No, Ext): 415-475-4300	FAX (A/C, No): 415-475-4303
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Certain Underwriters at Lloyd's, London	AA-1128623
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Arnold Fireworks, Inc.; Spa Fireworks, Co.

PO Box 873
North Little Rock AR 72115

COVERAGES **CERTIFICATE NUMBER:** BL-007416 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		PY/26-0056	04/30/2026	04/30/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $1,000,000 $ $50,000 $ $ $ $1,000,000 $ INCLUDED
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Peter Cunningham are Additional Insured as respects the retail fireworks stand, located at 604 Reynolds Rd, Bryant, AR 72022 operating from 06/25/2026 through 07/06/2026.

CERTIFICATE HOLDER

First Southern Baptist Church

604 Reynolds Rd
Bryant AR 72022

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Susan Etter

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Certificate of Flame Resistance

REGISTERED APPLICATION CONCERN No.

F-419.01

AMUSEMENT CANVAS OUTFITTERS

#28413
03/2022

Arkansas Tent & Portable Sign Rental AT 6116 MacArthur Dr.
N. Little Rock, STATE AR, 72118

NFPA 701/ CSFM/ ASTM E84-81A/ CAN/ULC-S109/ CPAI 84/ MVSS302

INHERENTLY FLAME RESISTANT

HI-GLOSS

F-419.01

WILL NOT

Sunblock 16 oz psy BLUE/WHITE

30' x 50' Sunblock B/W Hip Roof Frame Tent Top

Tommy Sciortino (TENT RENTERS SUPPLY) PRODUCTION SUPERVISOR

We hereby certify this to be a true copy of the original "CERTIFICATE OF FLAME RESISTANCE" issued to us, "original copy" of which has been filed with the California State Fire Marshal

Signed by Waleska Rodriguez

IMPORTANT DOCUMENT

Certificate of Flame Resistance

ISSUED BY

ANCHOR® INDUSTRIES INC.

EVANSVILLE, INDIANA 47725

MANUFACTURERS OF THE FINISHED TENT PRODUCTS DESCRIBED HEREIN

Date of Shipment
10/17/2025

Sales Order #
SO-744180

This is to certify that the materials described are inherently flame retardant and were supplied to:

904455
ARKANSAS TENT RENTAL
P O BOX 873
North Little Rock AR 72115
USA

FLAME RETARDANT

REGISTERED STATE OF CALIFORNIA STATE FIRE MARSHAL FLAME RETARDANT

Fabric meets requirements of

Registration Number: SNYDER MFG : F-14001.01 & NFPA 701 Test Method 2 & CAN/ULC-S109 & ASTM E84 CLA

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and the application of said chemical was done in conformance with California Fire Marshall Code.

Flame Retardant Process Used Will Not Be Removed By Washing And Is Effective For the Life Of The Fabric

Serial # 8020726C (2)

Description of item certified: F3 CATENARY 20W X 10 MIDDLE SNYDER WHITE W/WALL ROPE

SNYDER MFG

Name of Applicator of Flame Resistant Finish

Signed: **ANCHOR INDUSTRIES INC**

State of Arkansas

ARKANSAS SALES AND USE TAX PERMIT

ARNOLD FIREWORKS INC

P O BOX 873

N LITTLE ROCK AR 72115

DATE ISSUED:

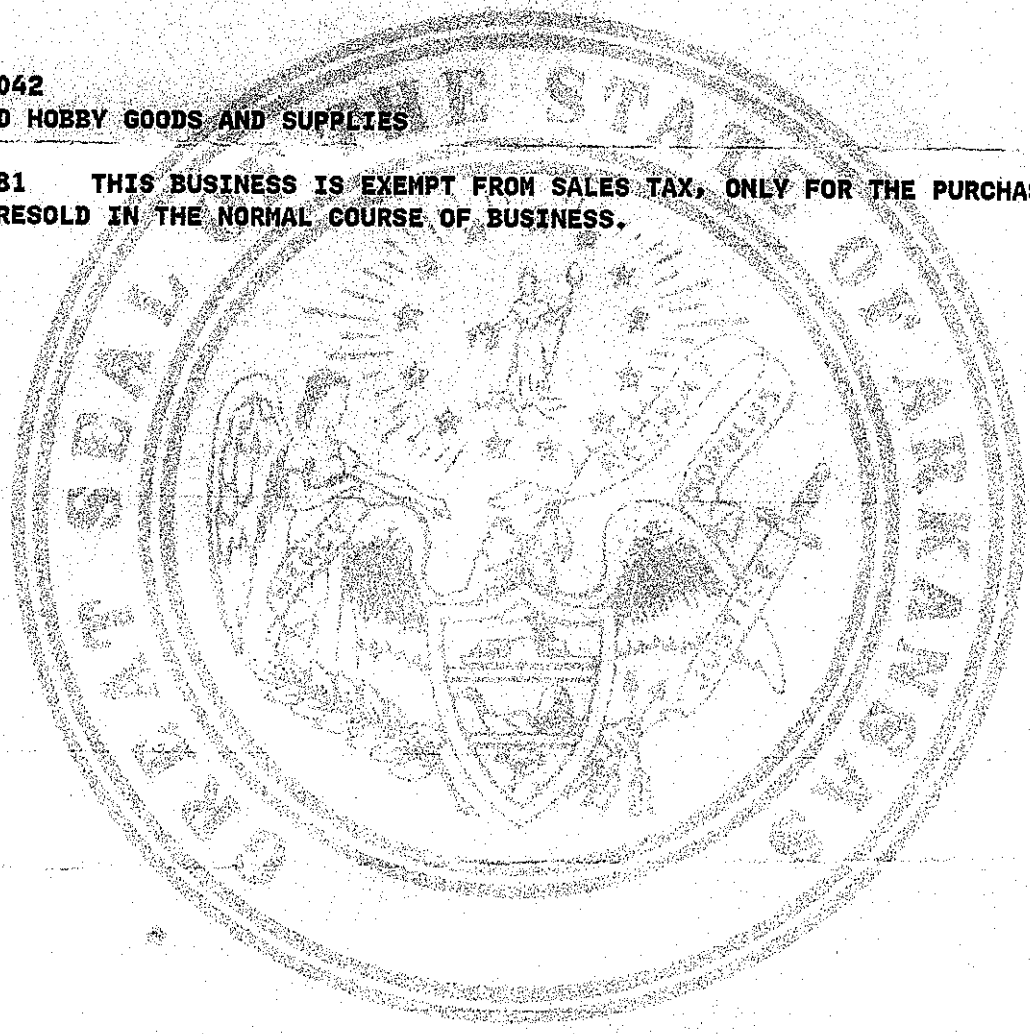
PERMIT NUMBER: 034327-60-001

DLN:

DATE OPENED: 05/01/1971

SIC: 5042
TOYS AND HOBBY GOODS AND SUPPLIES

EXEMPTION: 81 THIS BUSINESS IS EXEMPT FROM SALES TAX, ONLY FOR THE PURCHASES OF GOODS TO BE RESOLD IN THE NORMAL COURSE OF BUSINESS.



THIS PERMIT IS VALID UNTIL IT IS CANCELED AND SURRENDERED BY THE PERMIT HOLDER OR REVOKED BY THE COMMISSIONER OF REVENUES.

THIS PERMIT MUST BE SURRENDERED IF BUSINESS IS SOLD, DISCONTINUED OR LOCATION CHANGED.

WHEN THIS PERMIT IS SURRENDERED FOR ANY OF THE ABOVE REASONS, YOU MUST REPORT AND PAY ANY SALES OR USE TAX PLUS ANY PENALTIES OR INTEREST THAT IS OWED BY THIS BUSINESS. FAILURE TO PAY THESE TAXES WILL RESULT IN A LIEN BEING PLACED AGAINST THE STOCK AND FIXTURES OF THIS BUSINESS AND THE SAME IS ENFORCEABLE AGAINST PURCHASERS AND THIRD PARTIES.

** PERMIT MUST BE DISPLAYED IN A PROMINENT PLACE IN YOUR BUSINESS **

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAY IN PLACE OF BUSINESS

Office of Fire Services

State Fire Marshal

Permit Number
FWL0001220

Date of Issue
05/01/2026

FIREWORKS LICENSE

This is to certify that

Arnold Fireworks, Inc.

is duly license to transact business in the State of Arkansas as a Fireworks:

IMPORTER LICENSE

LICENSE EXPIRES

05/01/2027

AJ GARY

DIRECTOR and STATE
HOMELAND SECURITY ADVISOR

NON TRANSFERABLE

Jake Dennis Free

Jake Dennis Free
STATE FIRE MARSHAL

Google Maps

First Southern Baptist Church

Same Location as the last 4 years
604 south reynolds rd



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 Google 50 ft

City of Bryant, Arkansas
Community Development
210 SW 3rd Street Bryant, AR 72022
501-943-0943

Temporary Business Application
For the Sale of Fireworks

- *Applications are due by 5:00PM Wednesday the week prior to the Scheduled Development and Review Committee Meeting.*
- *Application Deadlines and dates can be found at www.cityofbryant.com under the Community Development tab.*

Date: 5/11/26

Business Information:

Name ARNOLD FIREWORKS

Federal Tax Employer ID Number 710811720

Arkansas State Sales Tax Number 034327-60-001

Location of Proposed Temporary Business _____

Business Owner:

Name Tom Daniel

Address P.O. Box 873
NLR, 72115

Phone 501-758-2624

Email ARKANSASTENT@YAHOO.COM

Contact Person:

Name TERRY HARPER

Address 3208 South Shore Rd
_____

Phone 501-590-8007

Email THARPER1777@GMAIL.COM

Checklist for Submission

- ☐ Completed Application and Checklist
- ☐ Twenty-Five Dollar ($25.00) Application fee
- ☐ Provide proof of 1,000,000 Liability Insurance or Surety Bond worth the same amount. (Further information on the details of liability insurance can be found in Section 2-4 of the Temporary Business Section of the Bryant Business Ordinance.)

(Continued on Page 2)

- ☐ Eight (8) copies of a **Site Plan**:
    - Site Plan shall be to scale, all structures shall be identified. Clear identification of any open display areas
    - Fireworks tent / canopy shall have a minimum 50ft. setback from all other structures
    - Show parking spaces dedicated by the owner of the property for use by the temporary business.
- ☐ Exits shall be provided every 100 ft. with a minimum of 2 remotely located exits Minimum exit width shall be 72 in. All exits shall be identified with proper signage
- ☐ No smoking permitted within 50 ft. of firework tent / canopy. "NO SMOKING" signs shall be posted at all entrance / exits
- ☐ 2 ABC fire extinguishers, with a 2A rating or greater, shall be provided. The maximum travel distance to an extinguisher shall not exceed 75 ft. Additional extinguishers may be required. Extinguishers shall be clearly visible, marked with appropriate signage, and mounted height of not less than 36 in. from the ground
- ☐ Generators or other combustion power sources, including fuel, shall be separated from tents / canopies by a minimum of 25 ft.
- ☐ Applicant shall contact the Bryant Fire Dept. Fire Marshal's office and schedule an inspection once the business is ready for operation. The inspection shall be conducted prior to any sales to the public are allowed. Contact: 501-943-0964

READ CAREFULLY BEFORE SIGNING

I Tony Harper, *do hereby certify that all information contained within this application is true and correct. I further certify that I agree too and will abide by all Temporary Business rules and regulations as outlined in the Bryant Business Ordinance. I also understand that I shall comply with all additional applicable ordinances of the City as well as the requirements of all state and federal laws. Furthermore, I understand violation of Temporary Business Ordinance 2007-43 is a misdemeanor punishable by a fine of up to $500.00 per occurrence of violation. Each day's occurrence is a separate violation.*

Owners Signature _____

LEASE AGREEMENT

This agreement, entered into this 18th day of May, 2026 by and between IPeter Cunningham. hereinafter designated as Lessor, and Arnold Fireworks designated as Lessee.

WITNESSETH:

Lessor leases to Lessee the following described property, situated in the County of Saline and State of Arkansas, to-wit:

Peter Cunningham (First Southern Baptist)
604 South Reynolds RD
Bryant AR, 72022

The terms of this lease will commence on June 25, 2026 and terminate on July 6, 2026 .

The rental for said property shall be Seventeen Hundred Dollars ($1,500.00).

The Lessee hereby agrees and promises to pay to Lessor the amount of rent as stated in the above paragraph no later than June 25, 2026. The payment is to be made to the Lessor, at the place that Lessor shall designate.

The parties hereto covenant as follows:

1. Lessee will promptly pay the stipulated rental at the place designated.

2. The leased premises are to be used by the Lessee for the purpose of sale of fireworks. This lease cannot be assigned or sublet in whole or in part without the written consent of Lessor first obtained.

3. The Lessee will not do, or permit anything to be done, in, upon or about the leased premises that increases fire hazard beyond that which exists by reason of the ordinary use or occupancy of the premises as a part of its operations, and Lessee agrees to pay to Lessor on demand any increase in insurance premiums on the building and improvements which Lessor may have to pay because of Lessee's use or occupancy of the premises. Lessee will not do or permit anything to be done which will make uninsurable the leased premises or any part thereof.

4. Lessee will not do or permit to be done anything in, about or upon the leased premises that conflict with the State or Municipal laws, or the regulations of the Fire Department or Board of Health, that creates a nuisance, or that is dangerous to persons or property.

5. Lessor's interest in this lease shall pass to and vest in Lessor's successors and assigns.

6. It is agreed that the Lessee shall not have the right to make changes, alterations, improvements or placement of signs on the leased premises without the written consent of Lessor first obtained, or to create any lien or encumbrance against said property.

7. Lessee agrees to keep the premises clean at all times. Lessee shall make suitable arrangements for the storage, collection and removal of all trash, garbage and other refuse on the Leased Premises. Lessee shall provide appropriate, covered, commercial type receptacles for such trash, garbage and other refuse and shall maintain the receptacles in an attractive, safe and sanitary manner.

8. Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, save and hold harmless Lessor from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property, and all losses and expenses, including reasonable attorney fees, arising from all acts or omissions to act of Lessee or its servants, officers, agents, employees, sub-lessees, guests, and business invitees, patrons and customers or otherwise caused or incurred by Lessee, its servants, officers, agents, employees, sub-lessees, guests and business invitees, patrons and customers, including, but not limited to events occurring on the Premises and any use on the adjacent parking lot and not caused by or arising out of the tortious conduct of Lessor or its elected officals, officers, employees, agents, servants or volunteers. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and to save and to hold harmless Lessor, Lessee assumes all risk of and liability for damages to persons or property arising during the term of this lease from the present or future condition of the leased premises, and agrees to save the Lessor harmless there from.

9. Lessee agrees to carry liability insurance on the leased premises in an amount of at least $1,000,000.00 with Lessor as a named insured.

10. Should Lessee be allowed to remain in possession after termination of this lease, either in course or by reason of the breach of any of its provisions by the Lessee, or should Lessor accept any rent after such termination, then neither the remaining in possession, nor the acceptance of the rent shall be deemed a renewal of this lease or a tenancy from year to year, but, on the contrary, the status of the Lessee shall be deemed that of a tenant at will, and the Lessee will immediately vacate the premises upon being notified to do so by the Lessor.

11. Lessor covenants that the common and parking areas of which the demised premises are a part, shall be available for the non-exclusive use of Lessee during the full term of this lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, or any or all of such common and parking

area shall not constitute a violation of this covenant. Lessor reserves the right to change the entrances, exits, traffic lanes and boundaries and locations of such parking area or areas.

12. Lessee shall continuously during the entire term hereof conduct and carry on Lessee's business in the demised premises and shall keep the demised premises open for business and cause Lessee's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the demised premises are located to be open for business.

13. In the event of a breach of any of the terms of conditions hereof by Lessee, Lessor may: (a) take possession of the leased premises and lease the same for the account of the Lessee upon such terms as may be acceptable to Lessor, and apply the proceeds received from such leasing, after applying the expenses thereof, toward the payment of the rent which the Lessee herein is obligated to pay and collect the balance thereof from the Lessee.

14. Time is of the essence of each of the agreements and conditions herein to be performed by the Lessee. The failure of Lessor to insist upon performance of any of the agreements and conditions herein in any one or more instances shall not be a waiver of the right thereafter to insist upon full and compete performance of such agreements and conditions. Receipt by the Lessor of rent with knowledge of the breach of any of the agreements and conditions hereof shall not be deemed a waiver of such breach.

15. In the event of either a partial or total destruction of the leased premise by fire, cyclone, or act of God, Lessor, its successors and/or assigns shall proceed with all reasonable diligence, delay due to adjustment of insurance loss or other unavoidable delays excepted, to restore the said premises, and this lease shall continue in force and effect except that as the sole and exclusive remedy of the Lessee, there shall be a proportionate abatement of the rental payable by the Lessee during the time the said premises are untenantable or in part untenantable.

16. Any notice provided for herein will be deemed to have been given Lessee when deposited in any Post Office or substation thereof and sent by registered mail addressed to Lessee.

17. Upon the expiration of this lease, either in due course or by breach of any of its provisions, Lessee will restore the leased premises to Lessor in as good condition as when possession was taken by Lessee only ordinary wear and tear being excepted.

Wherever the word "Lessee" is used, it shall apply to and bind the successors and assigns of the original Lessee.

IN WITNESS WHEREOF the parties have executed this lease, in duplicate, on the date first above written.

LESSOR:
First Southern Baptist

LESSEE:
Arnold Fireworks, Inc.

Peter Cunningham(Pastor)

Terry Harper

Date

Date

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One VENDOR CITY OF BRYANT

bond with bond number 15158150

for ARNOLD FIREWORKS, INC.
as Principal in the penalty amount not to exceed: $1,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 18th day of May, 2026.

ATTEST

L. Bauder
L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 18th day of May, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

P. Dahl
Notary Public

My Commission Expires June 18, 2031

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F9701-1-2026

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 15158150 briefly described as VENDOR CITY OF BRYANT

for ARNOLD FIREWORKS, INC.

, as Principal, in the sum of $ ONE THOUSAND AND NO/100 Dollars, for the term beginning June 13, 2026, and ending June 13, 2027, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 18th day of May, 2026.

WESTERN SURETY COMPANY

By _____
Larry Kasten, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form 90-A-6-2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One VENDOR CITY OF BRYANT

bond with bond number 15158150

for ARNOLD FIREWORKS, INC.
as Principal in the penalty amount not to exceed: $1,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 18th day of May, 2026.

ATTEST

L. Bauder
L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 18th day of May, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

P. Dahl
Notary Public

My Commission Expires June 18, 2031

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F9701-1-2026

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 15158150 briefly described as VENDOR CITY OF BRYANT

for ARNOLD FIREWORKS, INC.

, as Principal, in the sum of $ ONE THOUSAND AND NO/100 Dollars, for the term beginning June 13, 2026, and ending June 13, 2027, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 18th day of May, 2026.

WESTERN SURETY COMPANY

By _____
Larry Kasten, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form 90-A-6-2023

POLICY NUMBER: PY/26-0056 **PYROTECHNIC LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters"

This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) as shown in the schedule below is an additional insured pursuant to Section III.

Primary and Non-Contributory

The insurance provided to the Additional Insured scheduled below shall be primary and not contributory with any other insurance maintained by the Additional Insured where this is required by way of a written contract with **Named Insured.**

Waiver of subrogation

The **Named Insured** waives any right of subrogation the **Named Insured** may have against any person or organization, where required by the Insured's written contract with the Additional, because of payments made by the **Named Insured** for **Damages** and **Claims Expenses** arising out of the **Named Insured**'s operations in accordance with the written contract.

Additional Insured:

Doug Hendrix

06/25/2026 through 07/06/2026

c/o East North Real Estate VIII, LLC.

1500 Christy Ln, Bryant, AR 72022

All other terms, exclusions and conditions of this Policy remain unchanged.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PROFESSIONAL PROGRAM INSURANCE BROKERAGE
DIVISION OF SPG INSURANCE SOLUTIONS, LLC
1304 SOUTHPOINT BLVD., #101
PETALUMA CA 94954

CONTACT NAME:
PHONE (A/C, No, Ext): 415-475-4300 **FAX (A/C, No):** 415-475-4303
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Certain Underwriters at Lloyd's, London	AA-1128623
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Arnold Fireworks, Inc.; Spa Fireworks, Co.

PO Box 873
North Little Rock AR 72115

COVERAGES **CERTIFICATE NUMBER:** BL-007417 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ $1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ $50,000
							MED EXP (Any one person)	$
		X		PY/26-0056	04/30/2026	04/30/2027	PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ $1,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ INCLUDED
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Doug Hendrix are Additional Insured as respects the retail fireworks stand, located at Lot 2, AF Partners Subdivision, Bryant, AR 72022 operating from 06/25/2026 through 07/06/2026.

CERTIFICATE HOLDER

East North Real Estate VIII, LLC.

1500 Christy Ln
Bryant AR 72022

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Susan Etter

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Certificate of Flame Resistance

REGISTERED APPLICATION CONCERN No.

F-419.01

AMUSEMENT CANVAS OUTFITTERS

#28413

03/2022

This is to certify that the materials described on this certificate were tested in accordance with the procedures and were found to comply with the requirements of the applicable flame resistance regulations.

NAME Arkansas Tent & Portable Sign Rental AT 6116 MacArthur Dr.

CITY N. Little Rock, STATE AR, 72118

Identification of Specific Material:

This is to certify that the material described on this certificate has been tested and found to comply with the requirements of the applicable flame resistance regulations.

Specification: NFPA 701/ CSFM/ ASTM E84-81A/ CAN/ULC-S109/ CPAI 84/ MVSS302

Method of Application: INHERENTLY FLAME RESISTANT

Trade Name of Flame Resistant Treatment or Material Used: HI-GLOSS

Flame Test No. F-419.01

This Flame Retardant Treatment Will Not Be Removed By Washing and is Guaranteed for the Life of the Fabric. Periodic Retreatment is Necessary.

WILL NOT

Description of Item: Sunblock 16 oz psy BLUE/WHITE

Dimensions of Item: 30' x 50' Sunblock B/W Hip Roof Frame Tent Top

Tommy Sciortino (TENT RENTERS SUPPLY) By PRODUCTION SUPERVISOR

We hereby certify this to be a true copy of the original "CERTIFICATE OF FLAME RESISTANCE" issued to us, "original copy" of which has been filed with the California State Fire Marshal

Signed by Waleska Rodriguez

IMPORTANT DOCUMENT

Certificate of Flame Resistance

ISSUED BY

ANCHOR® INDUSTRIES INC.

EVANSVILLE, INDIANA 47725

MANUFACTURERS OF THE FINISHED TENT PRODUCTS DESCRIBED HEREIN

Date of Shipment
10/17/2025

Sales Order #
SO-744180

This is to certify that the materials described are inherently flame retardant and were supplied to:

904455
ARKANSAS TENT RENTAL
P O BOX 873
North Little Rock AR 72115
USA

FLAME RETARDANT

Registration Number: SNYDER MFG : F-14001.01 & NFPA 701 Test Method 2 & CAN/ULC-S109 & ASTM E84 CLA

Fabric meets requirements of

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and the application of said chemical was done in conformance with California Fire Marshall Code.

Flame Retardant Process Used Will Not Be Removed By Washing And Is Effective For the Life Of The Fabric

Serial # 8020726C (2)

Description of item certified: F3 CATENARY 20W X 10 MIDDLE SNYDER WHITE W/WALL ROPE

SNYDER MFG

Name of Applicator of Flame Resistant Finish

Signed: **ANCHOR INDUSTRIES INC**

State of Arkansas

ARKANSAS SALES AND USE TAX PERMIT

ARNOLD FIREWORKS INC

P O BOX 873

N LITTLE ROCK AR 72115

DATE ISSUED:

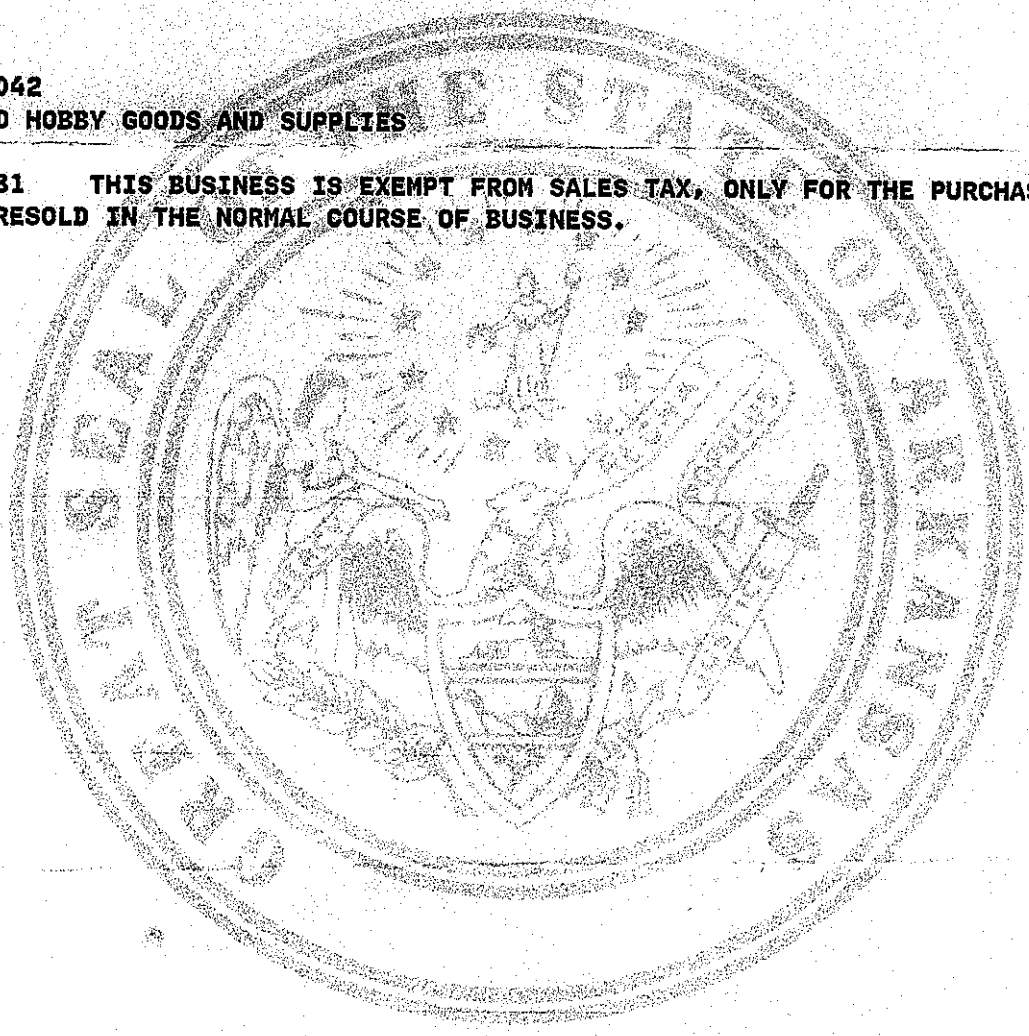
PERMIT NUMBER: 034327-60-001

DLN:

DATE OPENED: 05/01/1971

SIC: 5042
TOYS AND HOBBY GOODS AND SUPPLIES

EXEMPTION: 81 THIS BUSINESS IS EXEMPT FROM SALES TAX, ONLY FOR THE PURCHASES OF GOODS TO BE RESOLD IN THE NORMAL COURSE OF BUSINESS.



THIS PERMIT IS VALID UNTIL IT IS CANCELED AND SURRENDERED BY THE PERMIT HOLDER OR REVOKED BY THE COMMISSIONER OF REVENUES.

THIS PERMIT MUST BE SURRENDERED IF BUSINESS IS SOLD, DISCONTINUED OR LOCATION CHANGED.

WHEN THIS PERMIT IS SURRENDERED FOR ANY OF THE ABOVE REASONS, YOU MUST REPORT AND PAY ANY SALES OR USE TAX PLUS ANY PENALTIES OR INTEREST THAT IS OWED BY THIS BUSINESS. FAILURE TO PAY THESE TAXES WILL RESULT IN A LIEN BEING PLACED AGAINST THE STOCK AND FIXTURES OF THIS BUSINESS AND THE SAME IS ENFORCEABLE AGAINST PURCHASERS AND THIRD PARTIES.

** PERMIT MUST BE DISPLAYED IN A PROMINENT PLACE IN YOUR BUSINESS **

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAY IN PLACE OF BUSINESS

Office of Fire Services

State Fire Marshal

Permit Number

FWL0001220

Date of Issue

05/01/2026

FIREWORKS LICENSE

This is to certify that

Arnold Fireworks, Inc.

is duly license to transact business in the State of Arkansas as a Fireworks:

IMPORTER LICENSE

LICENSE EXPIRES

05/01/2027

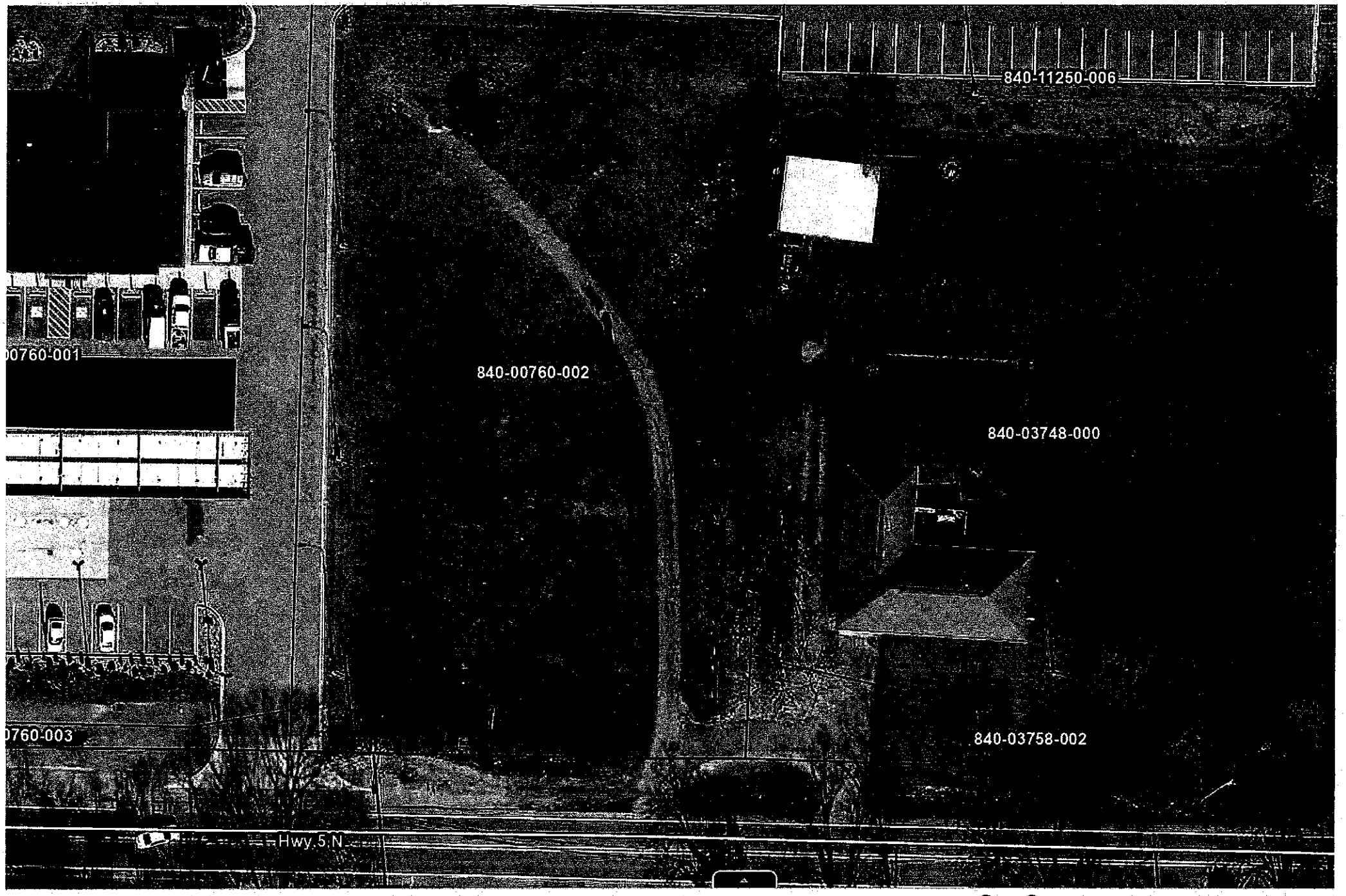
AJ GARY

DIRECTOR and STATE
HOMELAND SECURITY ADVISOR

NON TRANSFERABLE

Jake Dennis Free

Jake Dennis Free
STATE FIRE MARSHAL


840-11250-006
840-00760-002
840-03748-000
840-03758-002
Hwy 5 N

LEASE AGREEMENT

This agreement, entered into this 11th day of May, 2026 by and between East North Real Estate VIII, LLC, an Arkansas limited liability company hereinafter designated as Lessor, and Arnold Fireworks, Inc., an Arkansas corporation hereinafter designated as Lessee.

WITNESSETH:

Lessor leases to Lessee the following described property, situated in the County of Saline and State of Arkansas, to-wit: Lot 2, AF Partners Subdivision, City of Bryant, Saline County, Arkansas.

The terms of this lease will commence on June 25, 2026 and terminate on July 6, 2026.

The rental for said property shall be Two Thousand Dollars ($2000.00).

The Lessee hereby agrees and promises to pay to Lessor the amount of rent as stated in the above paragraph no later than June 28, 2026. The payment is to be made to the East North Partners, LLC, at the place that Lessor shall designate.

The parties hereto covenant as follows:

1. Lessee will promptly pay the stipulated rental at the place designated.

2. The leased premises are to be used by the Lessee for the purpose of sale of fireworks. This lease cannot be assigned or sublet in whole or in part without the written consent of Lessor first obtained.

3. The Lessee will not do, or permit anything to be done, in, upon or about the leased premises that increases fire hazard beyond that which exists by reason of the ordinary use or occupancy of the premises as a part of its operations, and Lessee agrees to pay to Lessor on demand any increase in insurance premiums on the building and improvements which Lessor may have to pay because of Lessee's use or occupancy of the premises. Lessee will not do or permit anything to be done which will make uninsurable the leased premises or any part thereof.

4. Lessee will not do or permit to be done anything in, about or upon the leased premises that conflict with the State or Municipal laws, or the regulations of the Fire Department or Board of Health, that creates a nuisance, or that is dangerous to persons or property.

5. Lessor's interest in this lease shall pass to and vest in Lessor's successors and assigns.

6. It is agreed that the Lessee shall not have the right to make changes, alterations, improvements or placement of signs on the leased premises without the written consent of Lessor first obtained, or to create any lien or encumbrance against said property.

7. Lessee agrees to keep the premises clean at all times. Lessee shall make suitable arrangements for the storage, collection and removal of all trash, garbage and other refuse on the Leased Premises. Lessee shall provide appropriate, covered, commercial type receptacles for such trash, garbage and other refuse and shall maintain the receptacles in an attractive, safe and sanitary manner.

8. Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, save and hold harmless Lessor from and for any and all demands, liability, losses, claims, actions, judgments for damages, or injury to persons or property, and all losses and expenses, including reasonable attorney fees, arising from (i) Lessee's use of the leased premises, (ii) all acts or omissions to act of Lessee or its servants, officers, agents, employees, sub-lessees, guests, and business invitees, patrons and customers or (ii) otherwise caused or incurred directly or indirectly by Lessee.

9. Lessee agrees to carry liability insurance on the leased premises in an amount of at least $1,000,000.00 with Lessor as a named insured. Lessor and Lessee mutually agree to waive any rights of subrogation that they may have against the other for any losses paid to them on insurance policies carried on the Premises to the extent permitted by the terms of such insurance policies. Lessee shall provide Lessor with a certificate of insurance reflecting the requirements of this Paragraph.

10. Should Lessee be allowed to remain in possession after termination of this lease, which shall only be allowed in writing by Lessor, neither the remaining in possession, nor the acceptance of the rent shall be deemed a renewal of this lease or a tenancy from year to year.

11. Lessor covenants that the common and parking areas of which the demised premises are a part, shall be available for the non-exclusive use of Lessee during the full term of this lease.

12. Lessee shall continuously during the entire term hereof conduct and carry on Lessee's business in the demised premises.

13. In the event of a breach of any of the terms of conditions hereof by Lessee, Lessor may take possession of the leased premises.

14. Time is of the essence of each of the agreements and conditions herein to be performed by the Lessee.

15. In the event of either a partial or total destruction of the leased premise by fire, cyclone, or act of God, this lease shall continue in force and effect except for proportionate abatement of rental.

16. Any notice provided for herein will be deemed to have been given to Lessee when deposited in any Post Office or substation thereof and sent by registered mail addressed to Lessee.

17. Upon the expiration of this lease, Lessee will restore the leased premises to Lessor in as good condition as when possession was taken.

Wherever the word "Lessee" is used, it shall apply to and bind the successors and assigns of the original Lessee.

IN WITNESS WHEREOF the parties have executed this lease, in duplicate, on the date first above written.

LESSOR:	LESSEE:
East North Real Estate VIII, LLC	Arnold Fireworks, Inc.
Doug Hendrix, Manager	Terry Harper
5/15/26	5/15/26
Date	Date

City of Bryant, Arkansas
Community Development
210 SW 3rd Street Bryant, AR 72022
501-943-0943

Temporary Business Application
For the Sale of Fireworks

- *Applications are due by 5:00PM Wednesday the week prior to the Scheduled Development and Review Committee Meeting.*
- *Application Deadlines and dates can be found at www.cityofbryant.com under the Community Development tab.*

Date: 5/11/26

Business Information:

Name ARNOLD FIREWORKS

Federal Tax Employer ID Number 710811720

Arkansas State Sales Tax Number 034327-60-001

Location of Proposed Temporary Business LOT 2 AF PARTNERS SUBDIVISION (HWY 5 NEAR SUMMERWOOD CORPORATE OFFICES NEXT TO CIRCLE K

Business Owner:

Name TOM DANIEL

Address P.O. BOX 873
NLR, 72115

Phone 501-758-2624

Email ARKANSASTENT@YAHOO.COM

Contact Person:

Name TERRY HARPER

Address 3208 SOUTH SHORE RD

Phone 501-590-8007

Email THARPER1777@GMAIL.COM

Checklist for Submission

- ☐ Completed Application and Checklist
- ☐ Twenty-Five Dollar ($25.00) Application fee
- ☐ Provide proof of 1,000,000 Liability Insurance or Surety Bond worth the same amount. (Further information on the details of liability insurance can be found in Section 2-4 of the Temporary Business Section of the Bryant Business Ordinance.)

(Continued on Page 2)

POLICY NUMBER: PY/26-0056 **PYROTECHNIC LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters"

This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) as shown in the schedule below is an additional insured pursuant to Section III.

Primary and Non-Contributory

The insurance provided to the Additional Insured scheduled below shall be primary and not contributory with any other insurance maintained by the Additional Insured where this is required by way of a written contract with **Named Insured.**

Waiver of subrogation

The **Named Insured** waives any right of subrogation the **Named Insured** may have against any person or organization, where required by the Insured's written contract with the Additional, because of payments made by the **Named Insured** for **Damages** and **Claims Expenses** arising out of the **Named Insured**'s operations in accordance with the written contract.

Additional Insured:

Albert Arey

06/25/2026 through 07/06/2026

c/o Albert Arey

2625 Springhill Rd, Bryant, AR 72019

All other terms, exclusions and conditions of this Policy remain unchanged.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

PROFESSIONAL PROGRAM INSURANCE BROKERAGE
DIVISION OF SPG INSURANCE SOLUTIONS, LLC
1304 SOUTHPOINT BLVD., #101
PETALUMA CA 94954

CONTACT NAME:
PHONE (A/C, No, Ext): 415-475-4300 **FAX (A/C, No):** 415-475-4303
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Certain Underwriters at Lloyd's, London	AA-1128623
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Arnold Fireworks, Inc.; Spa Fireworks, Co.

PO Box 873
North Little Rock AR 72115

COVERAGES **CERTIFICATE NUMBER:** BL-007415 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		PY/26-0056	04/30/2026	04/30/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $1,000,000 $ $50,000 $ $ $ $1,000,000 $ INCLUDED
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Albert Arey are Additional Insured as respects the retail fireworks stand, located at 2625 Springhill Rd, Bryant, AR 72019 operating from 06/25/2026 through 07/06/2026.

CERTIFICATE HOLDER

Albert Arey

2625 Springhill Rd
Bryant AR 72019

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan Etter

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The ACORD name and logo are registered marks of ACORD

Certificate of Flame Resistance

REGISTERED APPLICATION CONCERN No.

F-419.01

AMUSEMENT CANVAS OUTFITTERS

#28413

03/2022

This is to certify that the materials described on this certificate have been examined by tests and are inherently noncombustible and were supplied to:

NAME: Arkansas Tent & Portable Sign Rental at 6116 MacArthur Dr.

CITY: N. Little Rock, STATE: AR, 72118

Each sample is hereby made part of this certificate and has been treated with a flame retardant chemical and found to comply with the requirements of the California State Fire Marshal's Standard for Flame Resistant Fabrics and Films.

Test Method: NFPA 701/ CSFM/ ASTM E84-81A/ CAN/ULC-S109/ CPAI 84/ MVSS302

Method of application: INHERENTLY FLAME RESISTANT

Name of flame resistant fabric or material used: HI-GLOSS

Chemical Reg. No.: F-419.01

This flame retardant treatment will WILL NOT withstand five (5) washings and is guaranteed for the life of the fabric. Renewal of flame resistant treatment necessary.

Fabric weight and name: Sunblock 16 oz psy BLUE/WHITE

Description of article: 30 x 50' Sunblock B/W Hip Roof Frame Tent Top

Tommy Sciortino (TENT RENTERS SUPPLY) By PRODUCTION SUPERVISOR

We hereby certify this to be a true copy of the original "CERTIFICATE OF FLAME RESISTANCE" issued to us, "original copy" of which has been filed with the California State Fire Marshal.

Signed by Waleska Rodriguez

IMPORTANT DOCUMENT

Certificate of Flame Resistance

ISSUED BY

ANCHOR® INDUSTRIES INC.

EVANSVILLE, INDIANA 47725

MANUFACTURERS OF THE FINISHED TENT PRODUCTS DESCRIBED HEREIN

Date of Shipment
10/17/2025

Sales Order #
SO-744180

This is to certify that the materials described are inherently flame retardant and were supplied to:

904455
ARKANSAS TENT RENTAL
P O BOX 873
North Little Rock AR 72115
USA

FLAME RETARDANT

REGISTERED STATE OF CALIFORNIA STATE FIRE MARSHAL FLAME RETARDANT

Fabric meets requirements of

Registration Number: SNYDER MFG : F-14001.01 & NFPA 701 Test Method 2 & CAN/ULC-S109 & ASTM E84 CLA

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and the application of said chemical was done in conformance with California Fire Marshall Code.

Flame Retardant Process Used Will Not Be Removed By Washing And Is Effective For the Life Of The Fabric

Serial # 8020726C (2)

Description of item certified: F3 CATENARY 20W X 10 MIDDLE SNYDER WHITE W/WALL ROPE

SNYDER MFG

Name of Applicator of Flame Resistant Finish

Signed: **ANCHOR INDUSTRIES INC**

State of Arkansas

ARKANSAS SALES AND USE TAX PERMIT

ARNOLD FIREWORKS INC

P O BOX 873

N LITTLE ROCK AR 72115

DATE ISSUED:

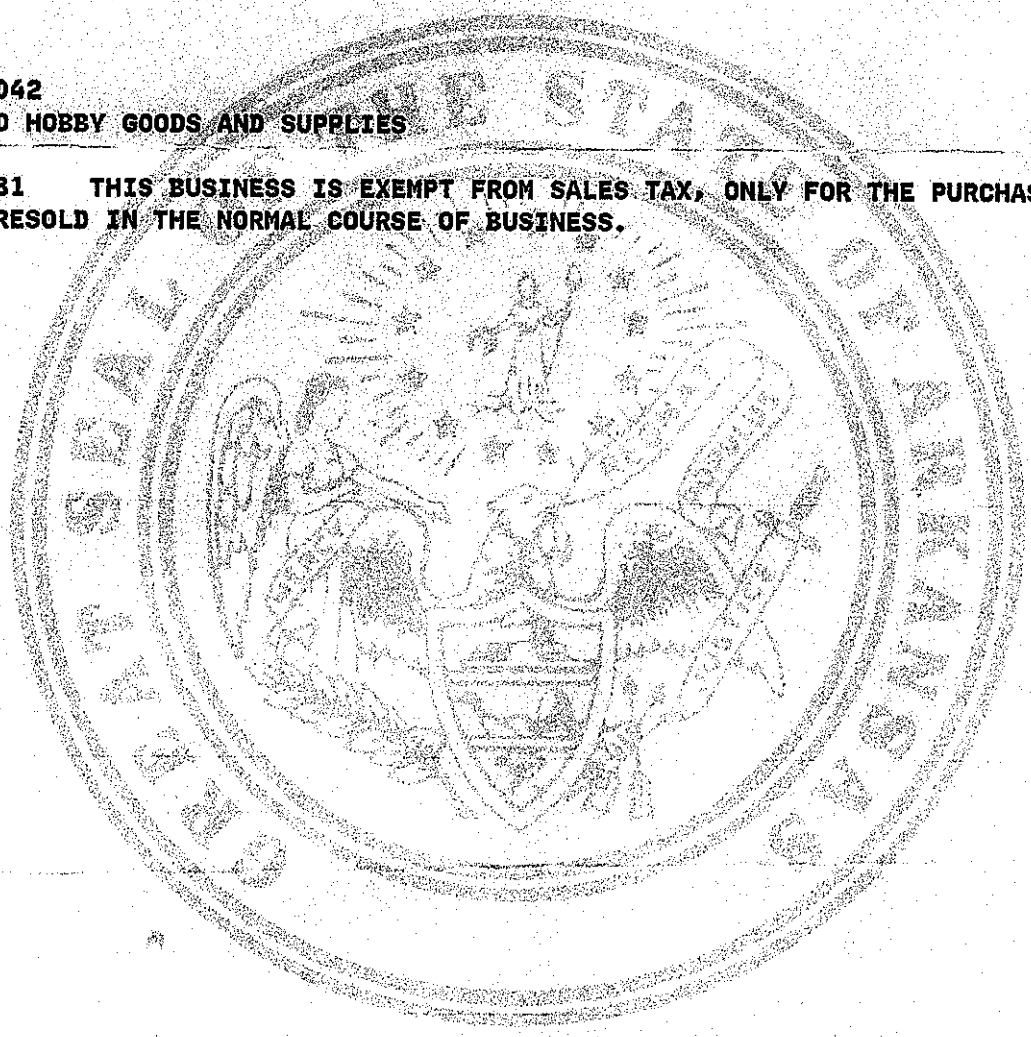
PERMIT NUMBER: 034327-60-001

DLN:

DATE OPENED: 05/01/1971

SIC: 5042
TOYS AND HOBBY GOODS AND SUPPLIES

EXEMPTION: 81 THIS BUSINESS IS EXEMPT FROM SALES TAX, ONLY FOR THE PURCHASES OF GOODS TO BE RESOLD IN THE NORMAL COURSE OF BUSINESS.



THIS PERMIT IS VALID UNTIL IT IS CANCELED AND SURRENDERED BY THE PERMIT HOLDER OR REVOKED BY THE COMMISSIONER OF REVENUES.

THIS PERMIT MUST BE SURRENDERED IF BUSINESS IS SOLD, DISCONTINUED OR LOCATION CHANGED.

WHEN THIS PERMIT IS SURRENDERED FOR ANY OF THE ABOVE REASONS, YOU MUST REPORT AND PAY ANY SALES OR USE TAX PLUS ANY PENALTIES OR INTEREST THAT IS OWED BY THIS BUSINESS. FAILURE TO PAY THESE TAXES WILL RESULT IN A LIEN BEING PLACED AGAINST THE STOCK AND FIXTURES OF THIS BUSINESS AND THE SAME IS ENFORCEABLE AGAINST PURCHASERS AND THIRD PARTIES.

** PERMIT MUST BE DISPLAYED IN A PROMINENT PLACE IN YOUR BUSINESS **

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAY IN PLACE OF BUSINESS

Office of Fire Services

State Fire Marshal

Permit Number

FWL0001220

Date of Issue

05/01/2026

FIREWORKS LICENSE

This is to certify that

Arnold Fireworks, Inc.

is duly license to transact business in the State of Arkansas as a Fireworks:

IMPORTER LICENSE

LICENSE EXPIRES

05/01/2027

AJ GARY

DIRECTOR and STATE
HOMELAND SECURITY ADVISOR

NON TRANSFERABLE

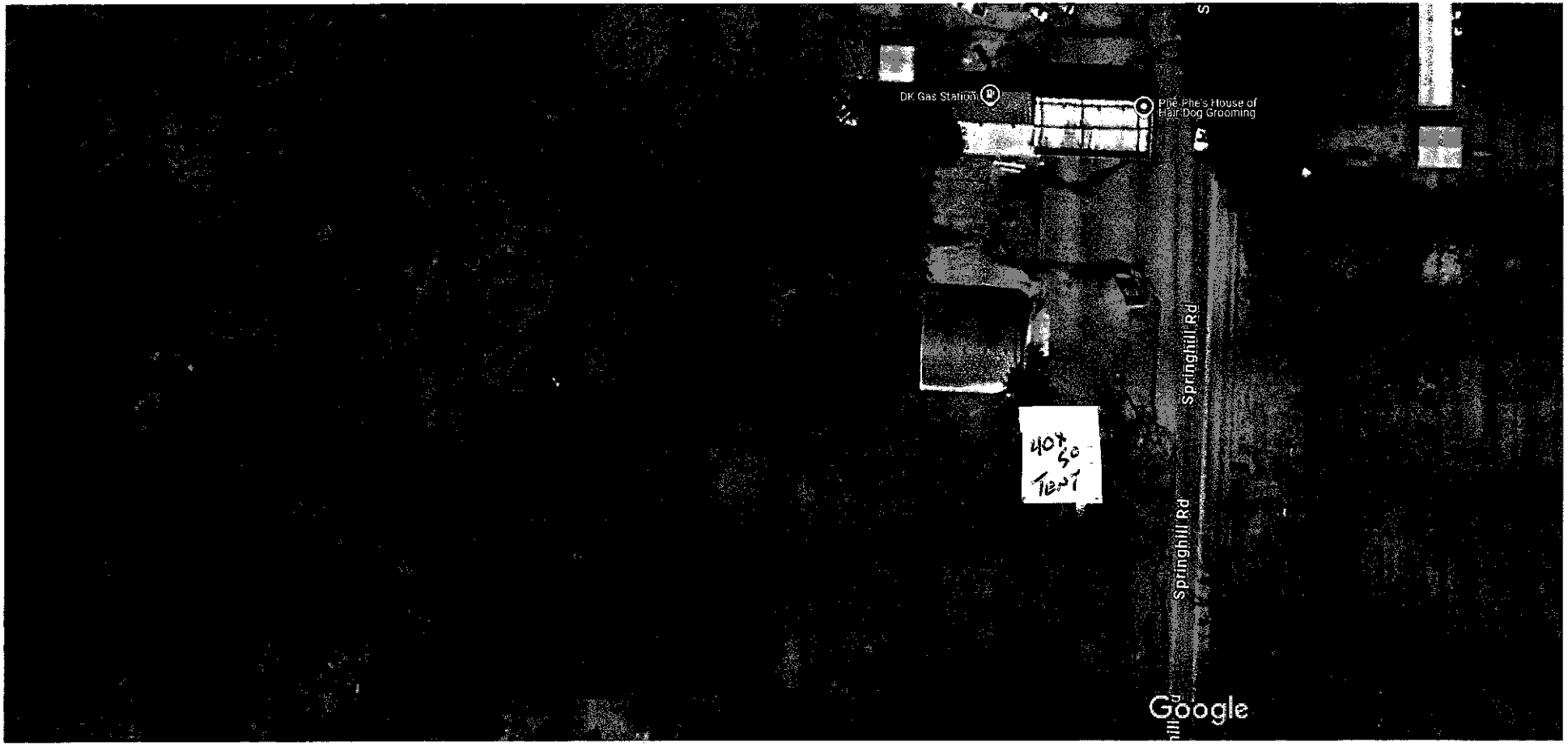
Jake Dennis Free

Jake Dennis Free
STATE FIRE MARSHAL

Google Maps

2703 Springhill Rd

Same Location as the last 4 years



Imagery ©2025 Airbus, Map data ©2025 Google 20 ft

LEASE AGREEMENT

This agreement, entered into this 18th day of May, 2026 by and between Albert Arey hereinafter designated as Lessor, and Arnold Fireworks designated as Lessee.

WITNESSETH:

Lessor leases to Lessee the following described property, situated in the County of Saline and State of Arkansas, to-wit:

Albert Arey
2703 Springhill Road
Bryant AR, 72022

The terms of this lease will commence on June 25, 2026 and terminate on July 6, 206 .

The rental for said property shall be Seventeen Hundred Dollars ($1,500.00).

The Lessee hereby agrees and promises to pay to Lessor the amount of rent as stated in the above paragraph no later than June 25, 2026. The payment is to be made to the Lessor, at the place that Lessor shall designate.

The parties hereto covenant as follows:

1. Lessee will promptly pay the stipulated rental at the place designated.

2. The leased premises are to be used by the Lessee for the purpose of sale of fireworks. This lease cannot be assigned or sublet in whole or in part without the written consent of the Lessor first obtained.

3. The Lessee will not do, or permit anything to be done, in, upon or about the leased premises that increases fire hazard beyond that which exists by reason of the ordinary use or occupancy of the premises as a part of its operations, and Lessee agrees to pay to Lessor on demand any increase in insurance premiums on the building and improvements which Lessor may have to pay because of Lessee's use or occupancy of the premises. Lessee will not do or permit anything to be done which will make uninsurable the leased premises or any part thereof.

4. Lessee will not do or permit to be done anything in, about or upon the leased premises that conflict with the State or Municipal laws, or the regulations of the Fire Department or Board of Health, that creates a nuisance, or that is dangerous to persons or property.

5. Lessor's interest in this lease shall pass to and vest in Lessor's successors and assigns.

6. It is agreed that the Lessee shall not have the right to make changes, alterations, improvements or placement of signs on the leased premises without the written consent of Lessor first obtained, or to create any lien or encumbrance against said property.

7. Lessee agrees to keep the premises clean at all times. Lessee shall make suitable arrangements for the storage, collection and removal of all trash, garbage and other refuse on the Leased Premises. Lessee shall provide appropriate, covered, commercial type receptacles for such trash, garbage and other refuse and shall maintain the receptacles in an attractive, safe and sanitary manner.

8. Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, save and hold harmless Lessor from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property, and all losses and expenses, including reasonable attorney fees, arising from all acts or omissions to act of Lessee or its servants, officers, agents, employees, sub-lessees, guests, and business invitees, patrons and customers or otherwise caused or incurred by Lessee, its servants, officers, agents, employees, sub-lessees, guests and business invitees, patrons and customers, including, but not limited to events occurring on the Premises and any use on the adjacent parking lot and not caused by or arising out of the tortious conduct of Lessor or its elected officials, officers, employees, agents, servants or volunteers. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and to save and to hold harmless Lessor, Lessee assumes all risk of and liability for damages to persons or property arising during the term of this lease from the present or future condition of the leased premises, and agrees to save the Lessor harmless there from.

9. Lessee agrees to carry liability insurance on the leased premises in an amount of at least $1,000,000.00 with Lessor as a named insured.

10. Should Lessee be allowed to remain in possession after termination of this lease, either in course or by reason of the breach of any of its provisions by the Lessee, or should Lessor accept any rent after such termination, then neither the remaining in possession, nor the acceptance of the rent shall be deemed a renewal of this lease or a tenancy from year to year, but, on the contrary, the status of the Lessee shall be deemed that of a tenant at will, and the Lessee will immediately vacate the premises upon being notified to do so by the Lessor.

11. Lessor covenants that the common and parking areas of which the demised premises are a part, shall be available for the non-exclusive use of Lessee during the full term of this lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, or any or all of such common and parking

area shall not constitute a violation of this covenant. The landlord reserves the right to change the entrances, exits, traffic lanes and boundaries and locations of such parking areas or areas.

12. Lessee shall continuously during the entire term hereof conduct and carry on Lessee's business in the demised premises and shall keep the demised premises open for business and cause Lessee's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the demised premises are located to be open for business.

13. In the event of a breach of any of the terms of conditions hereof by Lessee, Lessor may: (a) take possession of the leased premises and lease the same for the account of the Lessee upon such terms as may be acceptable to Lessor, and apply the proceeds received from such leasing, after applying the expenses thereof, toward the payment of the rent which the Lessee herein is obligated to pay and collect the balance thereof from the Lessee.

14. Time is of the essence of each of the agreements and conditions herein to be performed by the Lessee. The failure of Lessor to insist upon performance of any of the agreements and conditions herein in any one or more instances shall not be a waiver of the right thereafter to insist upon full and complete performance of such agreements and conditions. Receipt by the Lessor of rent with knowledge of the breach of any of the agreements and conditions hereof shall not be deemed a waiver of such breach.

15. In the event of either a partial or total destruction of the leased premise by fire, cyclone, or act of God, Lessor, its successors and/or assigns shall proceed with all reasonable diligence, delay due to adjustment of insurance loss or other unavoidable delays excepted, to restore the said premises, and this lease shall continue in force and effect except that as the sole and exclusive remedy of the Lessee, there shall be a proportionate abatement of the rental payable by the Lessee during the time the said premises are untenantable or in part untenantable.

16. Any notice provided for herein will be deemed to have been given Lessee when deposited in any Post Office or substation thereof and sent by registered mail addressed to Lessee.

17. Upon the expiration of this lease, either in due course or by breach of any of its provisions, Lessee will restore the leased premises to Lessor in as good condition as when possession was taken by Lessee only ordinary wear and tear being excepted.

Wherever the word "Lessee" is used, it shall apply to and bind the successors and assigns of the original Lessee.

IN WITNESS WHEREOF the parties have executed this lease, in duplicate, on the date first above written.

LESSOR:
Albert Arey

Albert Arey Land owner

Date

LESSEE:
Arnold Fireworks, Inc.

Terry Harper

Date

City of Bryant, Arkansas
Community Development
210 SW 3rd Street Bryant, AR 72022
501-943-0943

Temporary Business Application
For the Sale of Fireworks

- *Applications are due by 5:00PM Wednesday the week prior to the Scheduled Development and Review Committee Meeting.*
- *Application Deadlines and dates can be found at www.cityofbryant.com under the Community Development tab.*

Date: 5/11/26

Business Information:

Name ARNOLD FIREWORKS

Federal Tax Employer ID Number 710811720

Arkansas State Sales Tax Number 034327-60-001

Location of Proposed Temporary Business _____

Business Owner:

Name Tom Daniel

Address P.O. Box 873
NLR, 72115

Phone 501-758-2624

Email ARKANSASTENT@YAHOO.COM

Contact Person:

Name TERRY HARPER

Address 3208 South Shore Rd

Phone 501-590-8007

Email THARPER1777@GMAIL.COM

Checklist for Submission

- ☐ Completed Application and Checklist
- ☐ Twenty-Five Dollar ($25.00) Application fee
- ☐ Provide proof of 1,000,000 Liability Insurance or Surety Bond worth the same amount. (Further information on the details of liability insurance can be found in Section 2-4 of the Temporary Business Section of the Bryant Business Ordinance.)

(Continued on Page 2)

- ☐ Eight (8) copies of a **Site Plan:**
  - Site Plan shall be to scale, all structures shall be identified. Clear identification of any open display areas
  - Fireworks tent / canopy shall have a minimum 50ft. setback from all other structures
  - Show parking spaces dedicated by the owner of the property for use by the temporary business.
- ☐ Exits shall be provided every 100 ft. with a minimum of 2 remotely located exits Minimum exit width shall be 72 in. All exits shall be identified with proper signage
- ☐ No smoking permitted within 50 ft. of firework tent / canopy. "NO SMOKING" signs shall be posted at all entrance / exits
- ☐ 2 ABC fire extinguishers, with a 2A rating or greater, shall be provided. The maximum travel distance to an extinguisher shall not exceed 75 ft. Additional extinguishers may be required. Extinguishers shall be clearly visible, marked with appropriate signage, and mounted height of not less than 36 in. from the ground
- ☐ Generators or other combustion power sources, including fuel, shall be separated from tents / canopies by a minimum of 25 ft.
- ☐ Applicant shall contact the Bryant Fire Dept. Fire Marshal's office and schedule an inspection once the business is ready for operation. The inspection shall be conducted prior to any sales to the public are allowed. Contact: 501-943-0964

READ CAREFULLY BEFORE SIGNING

I Tony Harper, *do hereby certify that all information contained within this application is true and correct. I further certify that I agree too and will abide by all Temporary Business rules and regulations as outlined in the Bryant Business Ordinance. I also understand that I shall comply with all additional applicable ordinances of the City as well as the requirements of all state and federal laws. Furthermore, I understand violation of Temporary Business Ordinance 2007-43 is a misdemeanor punishable by a fine of up to $500.00 per occurrence of violation. Each day's occurrence is a separate violation.*

Owners Signature _____

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One VENDOR CITY OF BRYANT

bond with bond number 15158150

for ARNOLD FIREWORKS, INC.
as Principal in the penalty amount not to exceed: $1,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 18th day of May, 2026.

ATTEST

L. Bauder
L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 18th day of May, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

P. Dahl
Notary Public

My Commission Expires June 18, 2031

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F9701-1-2026

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 15158150 briefly described as VENDOR CITY OF BRYANT

for ARNOLD FIREWORKS, INC.

, as Principal, in the sum of $ ONE THOUSAND AND NO/100 Dollars, for the term beginning June 13, 2026, and ending June 13, 2027, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 18th day of May, 2026.

WESTERN SURETY COMPANY

By _____
Larry Kasten, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form 90-A-6-2023

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ryder, Rosacker, McCue & Huston 509 W Koenig St Grand Island NE 68801	PHONE (A/C, No, Ext): 800-658-4200	FAX (A/C, No):
	E-MAIL ADDRESS: certrequest@ryderinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : HADRON SPECIALTY INS CO	17534
INSURED Mark Bradford dba Five Star Fireworks 17 Ashlee Blvd Nash TX 75569	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1295671368 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	H0320GL000299-00	6/12/2026	6/12/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per form CG 24 04 when required by written agreement. Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per form S CGL 320 20 13 06 25 when required by written agreement. Regarding the General Liability coverage, Primary and Non-Contributory coverage applies to the entities listed below per form CG 20 01 when required by written agreement.
Certificate Holder is added as Additional Insured Where Required by Written Contract.
Fireworks Retail Stand Locations: 1527 Airport Road, Hot Springs, AR 71913 5601 Central Avenue, Hot Springs, AR 71913 1880 1/2 Airport Road, Hot Springs, See Attached...

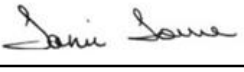
CERTIFICATE HOLDER

City of Bryant AR
210 SW 3rd St
Bryant AR 72022

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Ryder, Rosacker, McCue & Huston	Mark Bradford dba Five Star Fireworks 17 Ashlee Blvd Nash TX 75569
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

AR 71913 271 1/2 Airport Road, Hot Springs, AR 71913 4761 Malvern Road, Hot Springs, AR 71913 3697 Malvern Road, Hot Springs, AR 71913 3211 Albert Pike Road, Hot Springs, AR 71913 2511 Albert Pikes Road, Hot Springs, AR 71913 107 Mt. Pine Road, Hot Springs, AR 71913 3822 AR-7, Hot Springs, AR 71919 3970 Park Park Ave, Fountain Lake, AR 71901 1656 1/2 Industrial Road, Rockport, AR 72104 #5 Caddo Crossing Drive, Glenwood, AR 71943 823 Central Avenue Stamps, AR 71860 23395 I-30 Bryant, AR 72022 5407 Hwy 5, Bryant, AR 72022 12 Evans Road, Cabot, AR 72023 16925 I-30, Benton, AR 72015

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

a. Currently in effect or becoming effective during the term of the policy; and

b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item **2. Exclusions of SECTION I - COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.

4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, re- ports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I - COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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MINICO
A JENCAP® COMPANY

MiniCo Inc.
100 Crossways Park West
Suite 400, Woodbury, NY 11797
United States

BINDER

Agency/Broker: Ryder, Rosacker, McCue & Huston	**Date:** 06/10/2026
Attention: Tami Towne	**Policy Number:** H0320GL000299-00
Insured: Mark Bradford	**Address:** 17 Ashlee Blvd , Nash, Texas, 75569

THIS IS TO CONFIRM THAT WE HAVE BOUND COVERAGE FOR THE ABOVE CAPTIONED INSURED.

Insurance Company: Hadron Specialty Insurance Company (Non-Admitted)

Coverage Parts : Commercial General Liability Coverage

Coverage Period : **Effective Date**: 06/12/2026 **Expiration Date**: 06/12/2027

Premium Summary:

Excluding TRIA	
Liability	$1,995
Sub Total Premium:	$1,995
Inspection Fee	$200
Policy Fee	$375
SL Tax (AR 4.000%)	$102.80
Stamping Fee (AR 0.000%)	$0.00
Total:	**$2,672.80**

Minimum Earned Percent: 25.00%

This contract is registered and delivered as a surplus line coverage under the Surplus Lines Insurance Law, and it may in some respects be different from contracts issued by insurers in the admitted markets, and, accordingly it may, depending upon the circumstances be more or less favorable to an insured than a contract from an admitted carrier might be. The protection of the Arkansas Property and Casualty Guaranty Act does not apply to this contract. A tax of four percent (4%) is required to be collected from the insured on all surplus lines premiums.

Scheduled Named Insureds:

NAME
Mark Bradford dba Five Star Fireworks

Locations Schedule:

LOC NO	BLDG NO	ADDRESS	CITY	STATE	ZIP CODE	YEAR BUILT
1	1	1527 Airport Rd	Hot Springs National Park	AR	71903	

All related premises and operations of the Named Insured.

Commercial Liability Coverage

COMMERCIAL GENERAL LIABILITY COVERAGE	LIMITS OF LIABILITY
Per Occurrence	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Damage to Premises Rented to You	$100,000
Medical Payments	$5,000

Deductible:

COVERAGE PART	CLAIMS TRIGGER	DEDUCTIBLE
CGL	Per Occurrence	$0

Liability Rating Classifications and Premium:

LOC # / BLDG#	CLASS CODE	DESCRIPTION	EXPOSURE	PREM / PROD RATE	PREM / PROD PREMIUM
1 / 1	18437	Fireworks Sales – Temporary with Annual Storage – No Direct Importing	$190,000 \ PER 1000 \ Gross Sales	$10.50	$1,995

Commercial Liability Additional Insureds:

COVERAGE DESCRIPTION	FORM	PREMIUM BASIS	NUMBER OF A/I's	PREMIUM
Additional Insured - Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) (Blanket)	CG 24 04	Included	0	Included
Blanket Additional Insured Endorsement	S CGL 320 20 13	Included	0	Included
Primary and Noncontributory - Other Insurance Condition	CG 20 01	Included	0	Included

Final Liability Premium: $1,995

Note: The coverage descriptions above provide a synopsis of terms and conditions. Actual coverage is dictated by the coverage forms, and the endorsement terms & conditions.

TERMS AND CONDITIONS

1. 25% Minimum Earned Premium at Inception
2. 100% Minimum and Advance Premium
3. Policy and Inspection Fees are Fully Earned

4. No Flat Cancellations
5. Policy is Subject to Audit
6. Subject to Inspection, and Compliance with Recommendations

ADDITIONAL TERMS AND CONDITIONS

FORMS & ENDORSEMENTS

Common Forms

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AUMS IL 5 0003 09 23	Anti-Stacking Endorsement
AUMS IL 9 0011 05 25	Asbestos Exclusion
AUMS IL 9 0010 06 25	Biometric Information Exclusion
IL 00 03 09 08	Calculation of Premium
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HSIC IL N 0001 05 24	Important Notice for Policyholders
AUMS IL 9 0002 02 25	Lead Hazard Exclusion
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S IL 320 N 00 01 06 25	Notice - Fraud Warnings
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AUMS IL 9 0008 06 24	Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Exclusion
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AUMS IL S 0002 06 24	Schedule of Forms and Endorsements
AUMS IL S 0001 09 23	Schedule of Locations
AUMS IL 5 0007 02 25	Schedule of Named Insureds
HSIC IL 5 0001 05 24	Service of Suit Clause
HSIC IL D 0002 01 25	Signature Page
AUMS IL 9 0005 09 23	Trade or Economic Sanctions Exclusion
AUMS IL N 0001 09 23	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

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S CGL 320 20 01 06 25	Amendment to Other Insurance Condition
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CG 21 06 12 23	Exclusion - Access or Disclosure of Confidential or Personal Material or Information
CG 40 35 12 23	Exclusion - Cyber Incident
CG 21 17 07 98	Exclusion - Movement of Buildings or Structures
CG 21 09 06 15	Exclusion - Unmanned Aircraft
S CGL 320 21 28 06 25	Exclusion - Vermin
CG 00 69 12 23	Exclusion - Violation of Law Addressing Data Privacy
CG 40 12 12 19	Exclusion- All Hazards in Connection with an Electronic Smoking Device, Its Vapor, Component Parts, Equipment and Accessories
CG 21 16 04 13	Exclusion- Designated Professional Services "Any and all training and/or certification operations of pyrotechnicians by the Named Insured"
CG 21 34 01 87	Exclusion- Designated Work "Any and all fireworks manufacturing"
S CGL 320 21 09 06 25	Exclusion- Fireworks Handler
CG 21 73 01 15	Exclusion of Certified Acts of Terrorism
S CGL 320 21 23 06 25	Exclusion- Snow Removal, Ice Removal or Plowing Operations
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CG 21 67 12 04	Fungi or Bacteria Exclusion
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CG 21 96 03 05	Silica or Silica - Related Dust Exclusion
S CGL 320 21 26 06 25	Tobacco or Nicotine Products Health Hazard Exclusion
S CGL 320 21 06 06 25	Total Aircraft, Auto and Watercraft Exclusion with Limited Exceptions
S CGL 320 21 27 06 25	Total Assault and/or Battery Exclusion
S CGL 320 21 12 06 25	Total Liquor Liability Exclusion
CG 21 49 09 99	Total Pollution Exclusion Endorsement
S CGL 320 21 18 06 25	Transmissible Pathogen Exclusion
CG 24 04 12 19	Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) "Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss"

Best regards,
Nichole Miller
Underwriter
Nichole.Miller@minico.com(402)-251-5283

MiniCo Inc.

Temporary Business Application

City of Bryant

Date: June 9TH 2026

Name of Business: FIVE STAR FIREWORKS

Federal Tax Employer Identification Number: 45321207

Arkansas State Sales Tax Number: _____

Type of Business: RETAIL SALES

Location of proposed Temporary Business: 5407 HWY 5 BRYANT, ARK 72002

Parcel Number of Location of proposed Temporary Business: _____

Owner Mailing Address: 17 ASHLEE BLVD NASA, TX 75569

Contact Person: MARK BRADFORD

Daytime Phone Number: 903-826-4453 Evening Phone Number: SAME

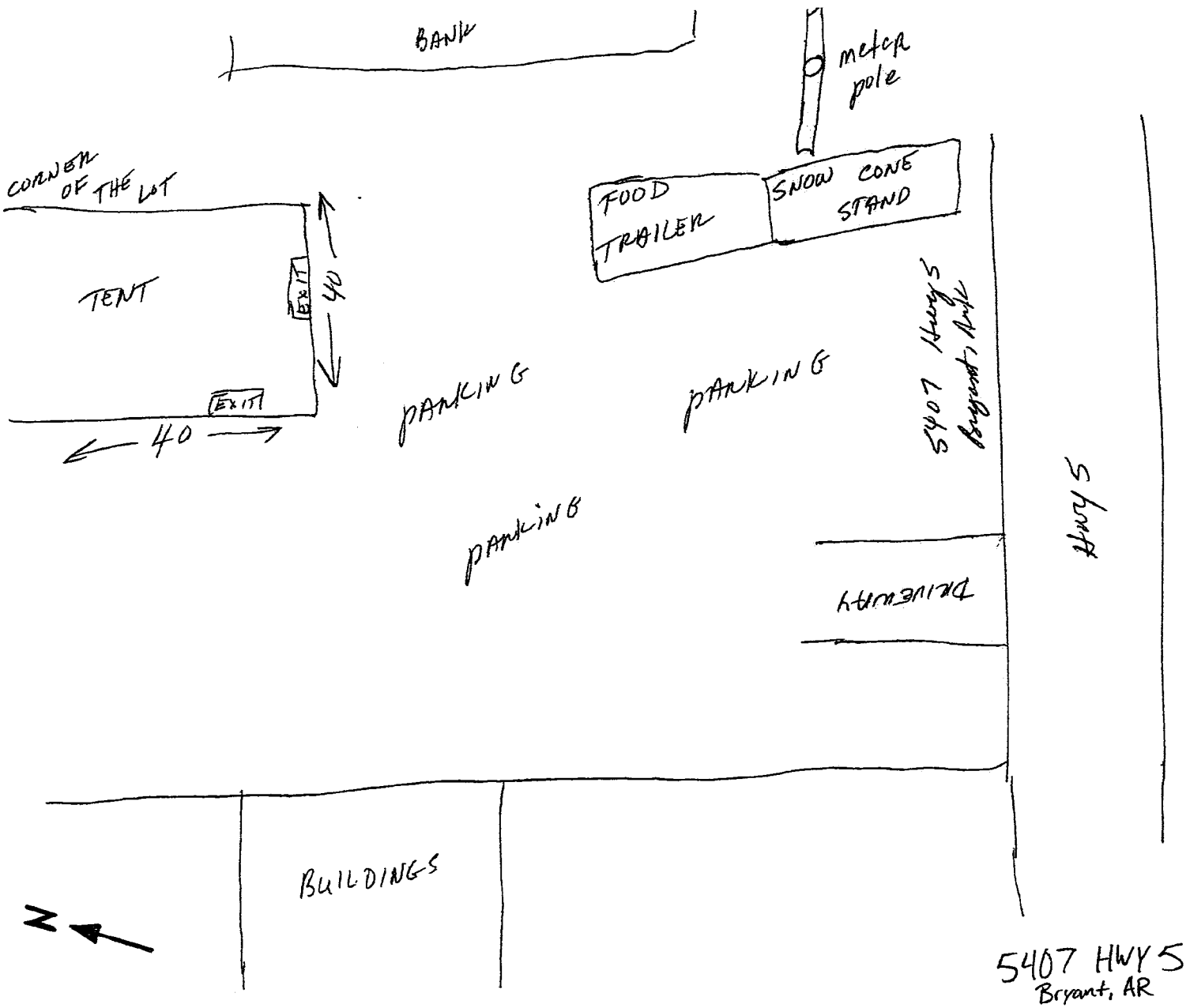
Please check the category you are applying for. Permits cannot exceed the following time limits:

____	Carnivals	**30 Days**
✓	Fireworks stands or tents	**30 Days**
____	Christmas tree stands, tents or lots	**60 Days**
____	General commercial sales stands, tents or lots	**90 Days**
____	Concession/Refreshment stands/Food Service	**180 Days**

Beginning Date Requested 6/18/26 **Ending Date Requested** 7/6/26

I hereby certify the above to be true and correct, and state that I am operating a business in accordance with the city's zoning regulations and/or any other city, state, or federal laws which may be applicable. I understand violation of Temporary Business Ordinance 2007-43 is a misdemeanor punishable by a fine of up to $500.00 per occurrence of violation. Each day's occurrence is a separate violation. No temporary business may operate for more than 180 days during any consecutive 12-month period.

Owners Signature Mark Bradford


BANK
meter pole
CORNER OF THE LOT
FOOD TRAILER
SNOW CONE STAND
TENT
EXIT
40
EXIT
40
PARKING
PARKING
PARKING
Southbound Lane
HWY 5
Driveway
BUILDINGS
N
5407 HWY 5
Bryant, AR



5407 Hwy 5 Bryant, Ark

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED IN THE PLACE OF BUSINESS

Office of Fire Services

State Fire Marshal

Permit Number

RPP.0000395

Date of Issue

06/12/2026

FIREWORKS RETAIL PERMIT

This is to certify that

5starfireworks

Is duly licensed to transact business in the State of Arkansas as a Retailer

Address: 5407 hw 5 bryant ark 72023

LICENSE EXPIRES: 05/01/2027

AJ GARY

DIRECTOR and STATE HOMELAND SECURITY ADVISOR

NON TRANSFERABLE

Jake Dennis Free

Jake Dennis Free
STATE FIRE MARSHAL

City of Bryant, Arkansas
Community Development
210 SW 3rd Street Bryant, AR 72022
501-943-0943

Temporary Business Application
For the Sale of Fireworks

- *Applications are due by 5:00PM Wednesday the week prior to the Scheduled Development and Review Committee Meeting.*
- *Application Deadlines and dates can be found at www.cityofbryant.com under the Community Development tab.*

Date: 6-15-26

Business Information:

Name MARK BRADFORD

Federal Tax Employer ID Number 453216207

Arkansas State Sales Tax Number 55025123

Location of Proposed Temporary Business 23395 I-30 BRYANT, ARK

Business Owner:

Name MARK BRADFORD

Address 17 ASHLEE BLVD
NASHVILLE TN 37189

Phone 903-826-4453

Email imafreely76@gmail

Contact Person:

Name SAME

Address _____

Phone _____

Email _____

Checklist for Submission

- ☑ Completed Application and Checklist
- ☑ Twenty-Five Dollar ($25.00) Application fee
- ☑ Provide proof of 1,000,000 Liability Insurance or Surety Bond worth the same amount. (Further information on the details of liability insurance can be found in Section 2-4 of the Temporary Business Section of the Bryant Business Ordinance.)

(Continued on Page 2)

- [x] Eight (8) copies of a **Site Plan**:
    - Site Plan shall be to scale, all structures shall be identified. Clear identification of any open display areas
    - Fireworks tent / canopy shall have a minimum 50ft. setback from all other structures
    - Show parking spaces dedicated by the owner of the property for use by the temporary business.
- [x] Exits shall be provided every 100 ft. with a minimum of 2 remotely located exits Minimum exit width shall be 72 in. All exits shall be identified with proper signage
- [x] No smoking permitted within 50 ft. of firework tent / canopy. "NO SMOKING" signs shall be posted at all entrance / exits
- [x] 2 ABC fire extinguishers, with a 2A rating or greater, shall be provided. The maximum travel distance to an extinguisher shall not exceed 75 ft. Additional extinguishers may be required. Extinguishers shall be clearly visible, marked with appropriate signage, and mounted height of not less than 36 in. from the ground
- [x] Generators or other combustion power sources, including fuel, shall be separated from tents / canopies by a minimum of 25 ft.
- [x] Applicant shall contact the Bryant Fire Dept. Fire Marshal's office and schedule an inspection once the business is ready for operation. The inspection shall be conducted prior to any sales to the public are allowed. Contact: 501-943-0964

READ CAREFULLY BEFORE SIGNING

I MARK BRADFORD *, do hereby certify that all information contained within this application is true and correct. I further certify that I agree too and will abide by all Temporary Business rules and regulations as outlined in the Bryant Business Ordinance. I also understand that I shall comply with all additional applicable ordinances of the City as well as the requirements of all state and federal laws. Furthermore, I understand violation of Temporary Business Ordinance 2007-43 is a misdemeanor punishable by a fine of up to $500.00 per occurrence of violation. Each day's occurrence is a separate violation.*

Owners Signature Mark Bradford

501-682-7104

City of Bryant, Arkansas
Community Development
210 SW 3rd Street Bryant, AR 72022
501-943-0943

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Date: 6-15-26

Business Information:

Name MARK BRADFORD

Federal Tax Employer ID Number 453216209

Arkansas State Sales Tax Number SS025123

Location of Proposed Temporary Business 5407 HWY 5 BRYANT, ARK

Business Owner:

Name MARK BRADFORD

Address 17 Ashlee Blvd
WASH, TX 75569

Phone 903-826-4453

Email imafreely76@gmail

Contact Person:

Name SAME

Address

Phone

Email

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Owners Signature Mark Bradford

MINICO
A JENCAP® COMPANY

MiniCo Inc.
100 Crossways Park West
Suite 400, Woodbury, NY 11797
United States

BINDER

Agency/Broker: Ryder, Rosacker, McCue & Huston	**Date:** 06/10/2026
Attention: Tami Towne	**Policy Number:** H0320GL000299-00
Insured: Mark Bradford	**Address:** 17 Ashlee Blvd , Nash, Texas, 75569

THIS IS TO CONFIRM THAT WE HAVE BOUND COVERAGE FOR THE ABOVE CAPTIONED INSURED.

Insurance Company: Hadron Specialty Insurance Company (Non-Admitted)

Coverage Parts : Commercial General Liability Coverage

Coverage Period : **Effective Date**: 06/12/2026 **Expiration Date**: 06/12/2027

Premium Summary:

Excluding TRIA	
Liability	$1,995
Sub Total Premium:	$1,995
Inspection Fee	$200
Policy Fee	$375
SL Tax (AR 4.000%)	$102.80
Stamping Fee (AR 0.000%)	$0.00
Total:	**$2,672.80**

Minimum Earned Percent: 25.00%

This contract is registered and delivered as a surplus line coverage under the Surplus Lines Insurance Law, and it may in some respects be different from contracts issued by insurers in the admitted markets, and, accordingly it may, depending upon the circumstances be more or less favorable to an insured than a contract from an admitted carrier might be. The protection of the Arkansas Property and Casualty Guaranty Act does not apply to this contract. A tax of four percent (4%) is required to be collected from the insured on all surplus lines premiums.

Scheduled Named Insureds:

NAME
Mark Bradford dba Five Star Fireworks

Locations Schedule:

LOC NO	BLDG NO	ADDRESS	CITY	STATE	ZIP CODE	YEAR BUILT
1	1	1527 Airport Rd	Hot Springs National Park	AR	71903	

All related premises and operations of the Named Insured.

Commercial Liability Coverage

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Per Occurrence	$1,000,000
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Medical Payments	$5,000

Deductible:

COVERAGE PART	CLAIMS TRIGGER	DEDUCTIBLE
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LOC # / BLDG#	CLASS CODE	DESCRIPTION	EXPOSURE	PREM / PROD RATE	PREM / PROD PREMIUM
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Blanket Additional Insured Endorsement	S CGL 320 20 13	Included	0	Included
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Final Liability Premium: $1,995

Note: The coverage descriptions above provide a synopsis of terms and conditions. Actual coverage is dictated by the coverage forms, and the endorsement terms & conditions.

TERMS AND CONDITIONS

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3. Policy and Inspection Fees are Fully Earned

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Best regards,
Nichole Miller
Underwriter
Nichole.Miller@minico.com(402)-251-5283

MiniCo Inc.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ryder, Rosacker, McCue & Huston 509 W Koenig St Grand Island NE 68801	PHONE (A/C, No, Ext): 800-658-4200	FAX (A/C, No):
	E-MAIL ADDRESS: certrequest@ryderinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : HADRON SPECIALTY INS CO	17534
INSURED Mark Bradford dba Five Star Fireworks 17 Ashlee Blvd Nash TX 75569	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 662988033 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	H0320GL000299-00	6/12/2026	6/12/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per form CG 24 04 when required by written agreement. Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per form S CGL 320 20 13 06 25 when required by written agreement. Regarding the General Liability coverage, Primary and Non-Contributory coverage applies to the entities listed below per form CG 20 01 when required by written agreement.
Certificate Holder is added as Additional Insured Where Required by Written Contract.
Additional Insured: Randy Moore Location: 3211 Albert Pike Unit B, Hot Springs, AR

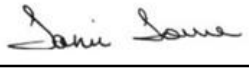
CERTIFICATE HOLDER

Randy Moore
3211 Albert Pike
Hot Springs AR 71903

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

a. Currently in effect or becoming effective during the term of the policy; and

b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item **2. Exclusions of SECTION I - COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.

4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, re- ports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I - COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

 © Insurance Services Office, Inc., 2018

Temporary Business Application

City of Bryant

Date: June 9, 2026

Name of Business: FIVE STAR FIREWORKS

Federal Tax Employer Identification Number: 453216207

Arkansas State Sales Tax Number: _____

Type of Business: RETAIL SALES

Location of proposed Temporary Business: 23395 I-30 BRYANT, ARK 72002

Parcel Number of Location of proposed Temporary Business: _____

Owner Mailing Address: 17 ASHLEE BLVD NASH, TX 75569

Contact Person: MARK BRADFORD

Daytime Phone Number: 903-826-4453 Evening Phone Number: SAME

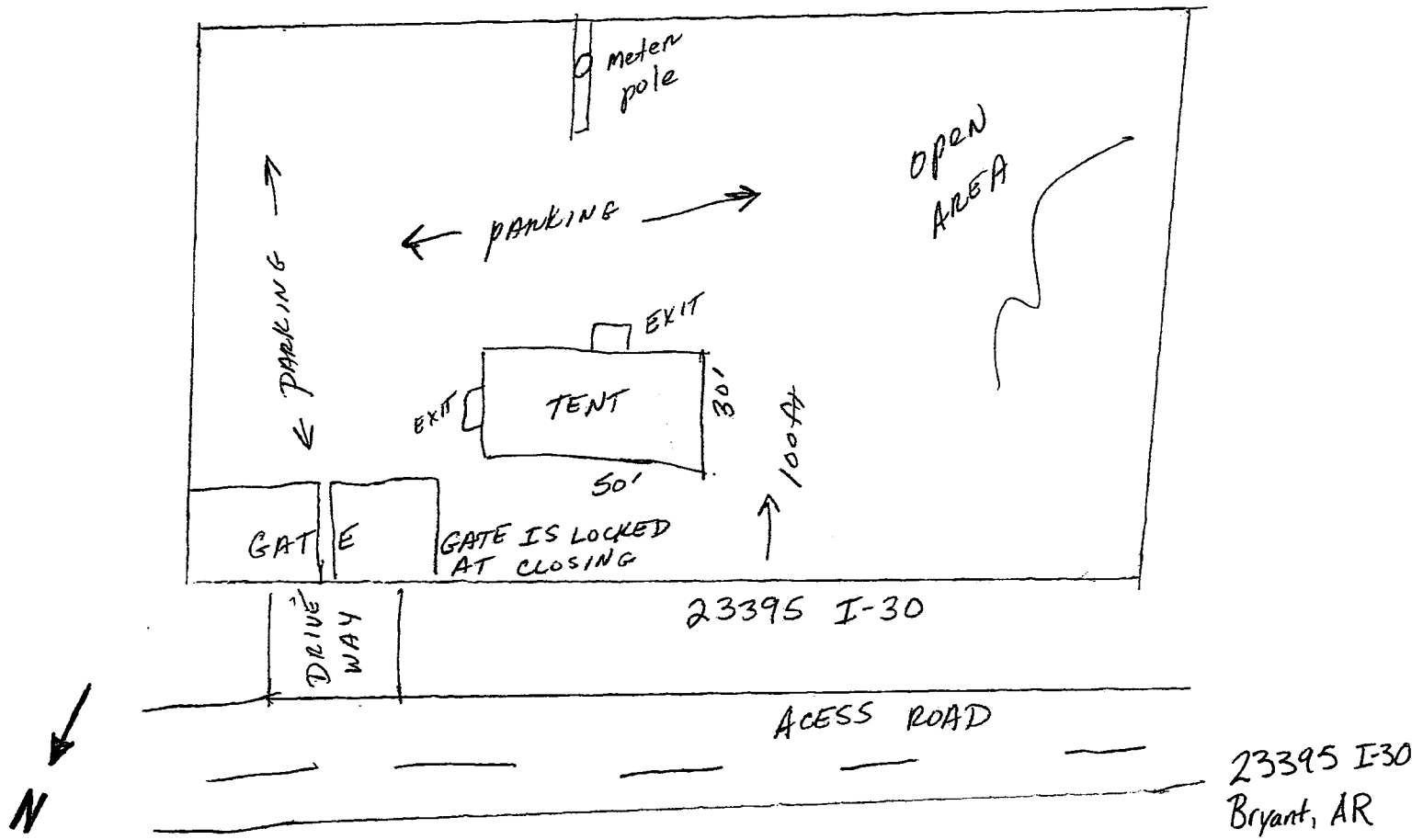
Please check the category you are applying for. Permits cannot exceed the following time limits:

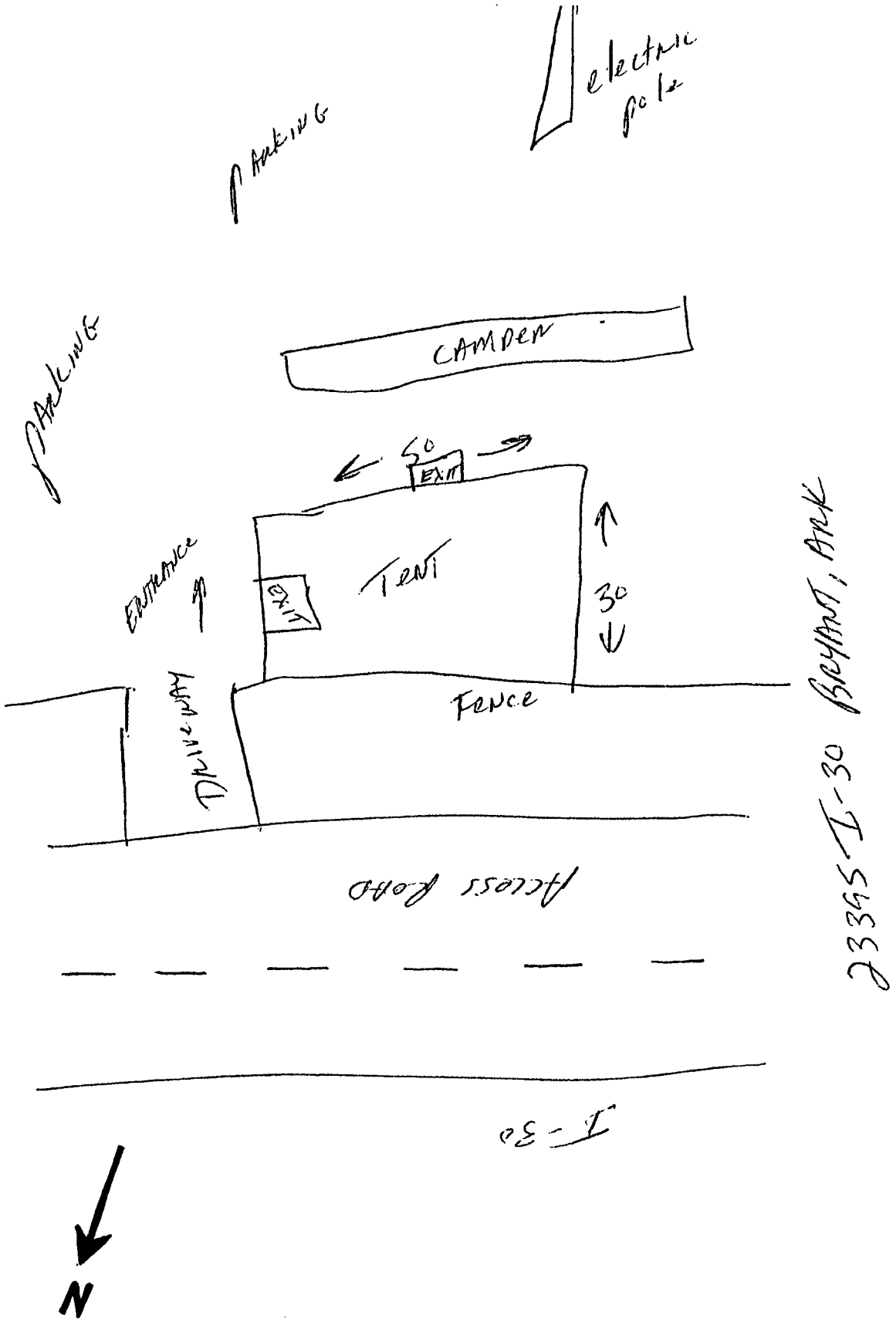
✓	Carnivals	**30 Days**
	Fireworks stands or tents	**30 Days**
	Christmas tree stands, tents or lots	**60 Days**
	General commercial sales stands, tents or lots	**90 Days**
	Concession/Refreshment stands/Food Service	**180 Days**

Beginning Date Requested 6/18/26 **Ending Date Requested** 7/6/26

I hereby certify the above to be true and correct, and state that I am operating a business in accordance with the city's zoning regulations and/or any other city, state, or federal laws which may be applicable. I understand violation of Temporary Business Ordinance 2007-43 is a misdemeanor punishable by a fine of up to $500.00 per occurrence of violation. Each day's occurrence is a separate violation. No temporary business may operate for more than 180 days during any consecutive 12-month period.

Owners Signature Mark Bradford


meter pole
OPEN AREA
PARKING
PARKING
EXIT
EXIT
TENT
30'
50'
100 ft
GATE
GATE IS LOCKED AT CLOSING
23395 I-30
DRIVE WAY
ACCESS ROAD
N
23395 I-30
Bryant, AR


PARKING
electric pole
PARKING
CAMPER
50
EXIT
ENTRANCE
LINE
TENT
30
DRIVEWAY
Fence
Access Road
23395 I-30 BRYANT, ARK
I-30
N

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED IN THE PLACE OF BUSINESS

Office of Fire Services

State Fire Marshal

Permit Number

RPP.0000396

Date of Issue

06/12/2026

FIREWORKS RETAIL PERMIT

This is to certify that

5starfireworks

Is duly licensed to transact business in the State of Arkansas as a Retailer

Address: 23395 i 30 bryant ark 72022

LICENSE EXPIRES: 05/01/2027

AJ GARY

DIRECTOR and STATE HOMELAND SECURITY ADVISOR

NON TRANSFERABLE

Jake Dennis Free

Jake Dennis Free
STATE FIRE MARSHAL

City of Bryant, Arkansas
Community Development
210 SW 3rd Street Bryant, AR 72022
501-943-0943

Temporary Business Application
For the Sale of Fireworks

- *Applications are due by 5:00PM Wednesday the week prior to the Scheduled Development and Review Committee Meeting.*
- *Application Deadlines and dates can be found at www.cityofbryant.com under the Community Development tab.*

Date: 6-15-26

Business Information:

Name MARK BRADFORD

Federal Tax Employer ID Number 453216207

Arkansas State Sales Tax Number 55025123

Location of Proposed Temporary Business 23395 I-30 BRYANT, ARK

Business Owner:

Name MARK BRADFORD

Address 17 ASHLEE BLVD
NASHVILLE TN 37189

Phone 903-826-4453

Email imafreely76@gmail

Contact Person:

Name SAME

Address _____

Phone _____

Email _____

Checklist for Submission

- ☑ Completed Application and Checklist
- ☑ Twenty-Five Dollar ($25.00) Application fee
- ☑ Provide proof of 1,000,000 Liability Insurance or Surety Bond worth the same amount. (Further information on the details of liability insurance can be found in Section 2-4 of the Temporary Business Section of the Bryant Business Ordinance.)

(Continued on Page 2)

- [x] Eight (8) copies of a **Site Plan**:
    - Site Plan shall be to scale, all structures shall be identified. Clear identification of any open display areas
    - Fireworks tent / canopy shall have a minimum 50ft. setback from all other structures
    - Show parking spaces dedicated by the owner of the property for use by the temporary business.
- [x] Exits shall be provided every 100 ft. with a minimum of 2 remotely located exits Minimum exit width shall be 72 in. All exits shall be identified with proper signage
- [x] No smoking permitted within 50 ft. of firework tent / canopy. "NO SMOKING" signs shall be posted at all entrance / exits
- [x] 2 ABC fire extinguishers, with a 2A rating or greater, shall be provided. The maximum travel distance to an extinguisher shall not exceed 75 ft. Additional extinguishers may be required. Extinguishers shall be clearly visible, marked with appropriate signage, and mounted height of not less than 36 in. from the ground
- [x] Generators or other combustion power sources, including fuel, shall be separated from tents / canopies by a minimum of 25 ft.
- [x] Applicant shall contact the Bryant Fire Dept. Fire Marshal's office and schedule an inspection once the business is ready for operation. The inspection shall be conducted prior to any sales to the public are allowed. Contact: 501-943-0964

READ CAREFULLY BEFORE SIGNING

I MARK BRADFORD *, do hereby certify that all information contained within this application is true and correct. I further certify that I agree too and will abide by all Temporary Business rules and regulations as outlined in the Bryant Business Ordinance. I also understand that I shall comply with all additional applicable ordinances of the City as well as the requirements of all state and federal laws. Furthermore, I understand violation of Temporary Business Ordinance 2007-43 is a misdemeanor punishable by a fine of up to $500.00 per occurrence of violation. Each day's occurrence is a separate violation.*

Owners Signature Mark Bradford

501-682-7104

City of Bryant, Arkansas
Community Development
210 SW 3rd Street Bryant, AR 72022
501-943-0943

Temporary Business Application
For the Sale of Fireworks

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Date: 6-15-26

Business Information:

Name MARK BRADFORD

Federal Tax Employer ID Number 453216209

Arkansas State Sales Tax Number SS025123

Location of Proposed Temporary Business 5407 HWY 5 BRYANT, ARK

Business Owner:

Name MARK BRADFORD

Address 17 Ashlee Blvd
WASH, TX 75569

Phone 903-826-4453

Email imafreely76@gmail

Contact Person:

Name SAME

Address

Phone

Email

Checklist for Submission

- ☑ Completed Application and Checklist
- ☑ Twenty-Five Dollar ($25.00) Application fee
- ☑ Provide proof of 1,000,000 Liability Insurance or Surety Bond worth the same amount. (Further information on the details of liability insurance can be found in Section 2-4 of the Temporary Business Section of the Bryant Business Ordinance.)

(Continued on Page 2)

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Owners Signature Mark Bradford

ORDINANCE NUMBER 2026-___

AN ORDINANCE REPEALING ORDINANCE 2020-17 AND AMENDING ORDINANCE 2011-3 FOR THE PURPOSE OF REDUCING THE MIDTOWN OVERLAY DISTRICT.

WHEREAS, The City of Bryant established the Bryant Traditional Neighborhood Development Overly District (TND) by Ordinance 2007-39; and

WHEREAS, said ordinance provided, among other things, that properties may be added to or removed from the TND; and

WHEREAS, in Ordinance 2011-3 the City of Bryant removed specific property from the Bryant TND by amending Section 1 of Ordinance 2007-39 which established the Midtown TND Overlay District; and eliminated the following described property from the TND:

> PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4) AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE/4 SE/4), SECTION 9, TOWNSHIP 1 SOUTH, RANGE 14 WEST, IN SALINE COUNTY, ARKANSAS, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> BEGINNING AT THE NORTHEAST CORNER OF THE SAID SE/4 SE/4 OF SECTION 9, A FOUND 1/2" REBAR WITH CAP; THENCE N89°29'36"W 346.13 FEET TO A FOUND 5/8" REBAR AT CROSS TIE FENCE POST; THENCE S01°40’36"W 98.49 FEET TO A SET 5/8" REBAR WITH CAP; THENCE N89°33’49"W 122.29 FEET TO A SET 5/8" REBAR WITH CAP; THENCE N69°52'27"W 53.11 FEET TO A SET 5/8" REBAR WITH CAP; THENCE N88°19’27"W 869.86 FEET TO A SET 5/8" REBAR WITH CAP; THENCE N01°40'33"E 63.05 FEET TO A SET 5/8" REBAR WITH CAP; THENCE S89°32’08“E 4.31 FEET TO A FOUND 1/2" PIPE AT A FENCE POST, AND ALSO THE NORTHWEST CORNER OF THE SAID SE/4 SE/4; THENCE N02°30'44"E 1212.64 FEET TO A FOUND 1/2" REBAR WITH CAP #1203; THENCE N78°30’41"E 1072.25 FEET TO A FOUND 5/8" REBAR; THENCE S02°02'43"W 306.59 FEET TO A FOUND 5/8" REBAR; THENCE S89°04’17"E 331.73 FEET TO A FOUND 5/8" REBAR; THENCE S02°02’43"W 1126.22 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 42.220 ACRES, OR 1,839,090 SQ. FEET

WHEREAS, a lawsuit was initiated against the City of Bryant regarding the ownership of the streets in the Midtown TND Overlay District; and

WHEREAS, a negotiated settlement was reached in that litigation that included the Bryant City Council removing portions of the Midtown TND Overlay district.

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

SECTION 1. That the City of Bryant, Arkansas hereby amends the described property from the Midtown Overlay District by amending Section l of Ordinance 2011-3 to include all described portions of the Midtown TND Overlay District except the property outlined in Exhibit A hereby attached.

SECTION 2. That all ordinances and parts of ordinances of permanent and general nature in effect at the time of adoption of this ordinance, and not included herein, are hereby superseded where they are in conflict with this ordinance.

SECTION 3: Emergency Declared. This Ordinance is necessary to preserve the public peace, health, safety and welfare, an emergency is declared to exist and this Ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BRYANT, ARKANSAS, on this the _____ day of _____, 2026.

ATTEST:

_____

Mayor, Chris Treat

_____

Mark Smith, City Clerk

Exhibit A


Pine Dr
Midtown Rd
Courtyard Cottages Dr
W Farmers Market St
E Farmers Market St
B St
Court St
Pinnacle Dr
Abbie Ln
W Citron St
E Citron St
A St
A St
Olympia Dr
Commonwealth Dr
Monticello W
Robinwood Cir