



# Bryant City Agenda

Date: 02-03-2022 - Time: 8:36 PM

## Invocation

## Pledge of Allegiance

## Call to Order

## Approval of Minutes

### 4. This is a Test

This is a test

- [Bryant Police K9.pdf](#)

## Public Comments

## Old Business

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## Courts

### 6. Testing 123 - Test,Test

Testing, Testing, Testing

- [Bryant City Seal.pdf](#)
- [Bryant City Seal.pdf](#)

## **New Business**

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### **Courts**

#### **7. Testing 1234 - Test,Test,Test**

Testing, Testing, Testing, Testing, Testing, Testing

- [911 Center.pdf](#)

### **Animal Control**

#### **8. This is a Test - This is a Test**

Testing, Testing, TestingTesting, Testing, TestingTesting, Testing, TestingTesting,  
Testing, TestingTesting, Testing, Testing

- [dispatch.jpg](#)

### **Council Comments**

### **Mayor Comments**

### **Adjournments**









**MAINTENANCE  
BOND**

**United States Fire Insurance Company**

Bond No.: 602-135607-6

KNOWN ALL BY THESE PRESENTS: That we H&H Excavating, Inc.,  
as Principal, and United States Fire Insurance Company, a corporation  
organized and existing under the Laws of the State of DE, as Surety, are held  
and firmly bound unto City of Bryant, as Obligee, in the  
total sum of ninety-five thousand two hundred twelve dollars and ten cents  
U.S. Dollars (\$95,212.10) for the payment whereof said Principal and Surety bind  
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated 01-10-2022 for  
Starlight Village Boone&Mont Carmel Roads Bryant, AR Water/Wastewater Specifications Section 1000-1.04  
("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal  
shall maintain and remedy said Work free from defects in materials and workmanship for a  
period of 1 year(s) commencing on January 10, 2022 (the  
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force  
and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one  
(1) year from the expiration date of the Maintenance Period; provided, however, that if this  
limitation is prohibited by any law controlling the construction hereof, such limitation shall be  
deemed to be amended so as to be equal to the minimum period of limitation permitted by  
such law, and said period of limitation shall be deemed to have accrued and shall commence  
to run on the expiration date of the Maintenance Period.

SIGNED this 21 day of December, 2021.

H&H Excavating, Inc.  
(Principal)

By: \_\_\_\_\_

United States Fire Insurance Company  
By: Neil Simpson  
Neil Simpson, Attorney-in-Fact

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

07080443421

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Neil Simpson, Kathy Richardson*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:


(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22<sup>nd</sup> day of August 2019.

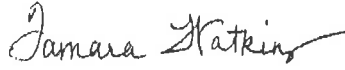
UNITED STATES FIRE INSURANCE COMPANY

  
\_\_\_\_\_  
Anthony R. Slimowicz, President

State of Pennsylvania }  
County of Philadelphia }

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal  
Tamara Watkins, Notary Public  
Philadelphia County  
My commission expires August 22, 2023  
Commission number 1348843

  
\_\_\_\_\_  
Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21 day of DEC 2021

UNITED STATES FIRE INSURANCE COMPANY

  
\_\_\_\_\_  
Al Wright, Senior Vice President





**MAINTENANCE  
BOND**

United States Fire Insurance Company

Bond No.: 602-135607-6

KNOWN ALL BY THESE PRESENTS: That we H&H Excavating, Inc.,  
as Principal, and United States Fire Insurance Company, a corporation  
organized and existing under the Laws of the State of DE, as Surety, are held  
and firmly bound unto City of Bryant, as Obligee, in the  
total sum of ninety-five thousand two hundred twelve dollars and ten cents  
U.S. Dollars (\$95,212.10) for the payment whereof said Principal and Surety bind  
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated 01-10-2022 for  
Starlight Village Boone&Mont Carmel Roads Bryant, AR Water/Wastewater Specifications Section 1000-1.04  
("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal  
shall maintain and remedy said Work free from defects in materials and workmanship for a  
period of 1 year(s) commencing on January 10, 2022 (the  
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force  
and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one  
(1) year from the expiration date of the Maintenance Period; provided, however, that if this  
limitation is prohibited by any law controlling the construction hereof, such limitation shall be  
deemed to be amended so as to be equal to the minimum period of limitation permitted by  
such law, and said period of limitation shall be deemed to have accrued and shall commence  
to run on the expiration date of the Maintenance Period.

SIGNED this 21 day of December, 2021.

H&H Excavating, Inc.

(Principal)

By: 

United States Fire Insurance Company

By: 

Neil Simpson

, Attorney-in-Fact

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

07080443421

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Neil Simpson, Kathy Richardson*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22<sup>nd</sup> day of August 2019.



UNITED STATES FIRE INSURANCE COMPANY

*Anthony R. Slimowicz*

Anthony R. Slimowicz, President

State of Pennsylvania }  
County of Philadelphia }

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal  
Tamara Watkins, Notary Public  
Philadelphia County  
My commission expires August 22, 2023  
Commission number 1348843

*Tamara Watkins*

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21 day of DEC 2021

UNITED STATES FIRE INSURANCE COMPANY

*Al Wright*

Al Wright, Senior Vice President



**MAINTENANCE  
BOND**

United States Fire Insurance Company

Bond No.: 602-135606-7

KNOWN ALL BY THESE PRESENTS: That we H&H Excavating, Inc.,  
as Principal, and United States Fire Insurance Company, a corporation  
organized and existing under the Laws of the State of DE, as Surety, are held  
and firmly bound unto City of Bryant, as Obligee, in the  
total sum of fifty thousand dollars  
U.S. Dollars (\$50,000) for the payment whereof said Principal and Surety bind  
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated 12-14-2021 for  
Starlight Village Boone&Mont Carmel Roads Bryant, AR Streets Street Specification Part 2.7  
("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal  
shall maintain and remedy said Work free from defects in materials and workmanship for a  
period of 1 year(s) commencing on December 14, 2021 (the  
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force  
and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one  
(1) year from the expiration date of the Maintenance Period; provided, however, that if this  
limitation is prohibited by any law controlling the construction hereof, such limitation shall be  
deemed to be amended so as to be equal to the minimum period of limitation permitted by  
such law, and said period of limitation shall be deemed to have accrued and shall commence  
to run on the expiration date of the Maintenance Period.

SIGNED this 14 day of February, 2021.

H&H Excavating, Inc.  
(Principal)

By: [Signature]

United States Fire Insurance Company

By: [Signature]  
Neil Simpson, Attorney-in-Fact

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

07080443421

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Neil Simpson, Kathy Richardson*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22<sup>nd</sup> day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

*Anthony R. Slimowicz*  
\_\_\_\_\_  
Anthony R. Slimowicz, President

State of Pennsylvania }  
County of Philadelphia }

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal  
Tamara Watkins, Notary Public  
Philadelphia County  
My commission expires August 22, 2023  
Commission number 1348843

*Tamara Watkins*  
\_\_\_\_\_  
Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21 day of DEC 2021

UNITED STATES FIRE INSURANCE COMPANY

*Al Wright*  
\_\_\_\_\_  
Al Wright, Senior Vice President



**MAINTENANCE  
BOND**

**United States Fire Insurance Company**

Bond No.: 602-135608-5

KNOWN ALL BY THESE PRESENTS: That we H&H Excavating, Inc.,  
as Principal, and United States Fire Insurance Company, a corporation  
organized and existing under the Laws of the State of DE, as Surety, are held  
and firmly bound unto City of Bryant, as Obligee, in the  
total sum of fifty thousand dollars  
U.S. Dollars (\$5,000) for the payment whereof said Principal and Surety bind  
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated 01-10-2022 for  
Starlight Village Phase 1 Site Stabilization dirtwork & Sod  
("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal  
shall maintain and remedy said Work free from defects in materials and workmanship for a  
period of 1 year(s) commencing on January 10, 2022 (the  
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force  
and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one  
(1) year from the expiration date of the Maintenance Period; provided, however, that if this  
limitation is prohibited by any law controlling the construction hereof, such limitation shall be  
deemed to be amended so as to be equal to the minimum period of limitation permitted by  
such law, and said period of limitation shall be deemed to have accrued and shall commence  
to run on the expiration date of the Maintenance Period.

SIGNED this 7 day of January, 2022.

**H&H Excavating, Inc.**  
(Principal)

By: \_\_\_\_\_

**United States Fire Insurance Company**  
By: Kathy Richardson  
Kathy Richardson, Attorney-in-Fact

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0708022

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Neil Simpson, Kathy Richardson*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

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(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28<sup>th</sup> day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28<sup>th</sup> day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7<sup>th</sup> day of January 20 22

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President





# First Electric Cooperative Corporation

P.O. Box 5018  
Jacksonville, Arkansas 72078-5018  
(501) 982-4545 • (800) 489-7405

## NOTICE OF CONSTRUCTION PAYMENT REQUIRED

As summarized below, you recently inquired and/or applied for electric service which would require construction of new facilities.

Your share of the construction cost, the amount specified below as "Payment Required", must be paid in full before the project can be scheduled. You may make payment by mailing a check using the enclosed envelope or visiting any First Electric office. Please include a copy of this notice with your check.

**If you have previously submitted payment, please disregard this notice.**

If you have any questions regarding this matter, please call our office at **1-800-489-7405**. Thank you for the opportunity to be of service.

Name:	E - STARLIGHT VILLAGE PHASE 1
Account Number:	0
Job Description:	UG subdivision with 3 street lights
Service Address:	Starlight Village
City:	Bryant
Work Order Number:	64087127
Service Order Number:	9011313588
District:	BENTON
Design Technician:	Doug Hall
Notification Date:	<b>2021-12-16</b>
Payment Required:	<b>\$6,707.36</b>

**This agreement and cost of service calculation is valid for 90 days from the date of this notice.**

# H & H EXCAVATION, INC.

400 Bill Helmich Lane  
Alexander, AR 72002  
Phone (501) 316-0497  
E-mail: handhinc@swbell.net

To: Johnathan Hope

The road signs for Starlight Village have been ordered. The signs are expected to be installed by January 7.

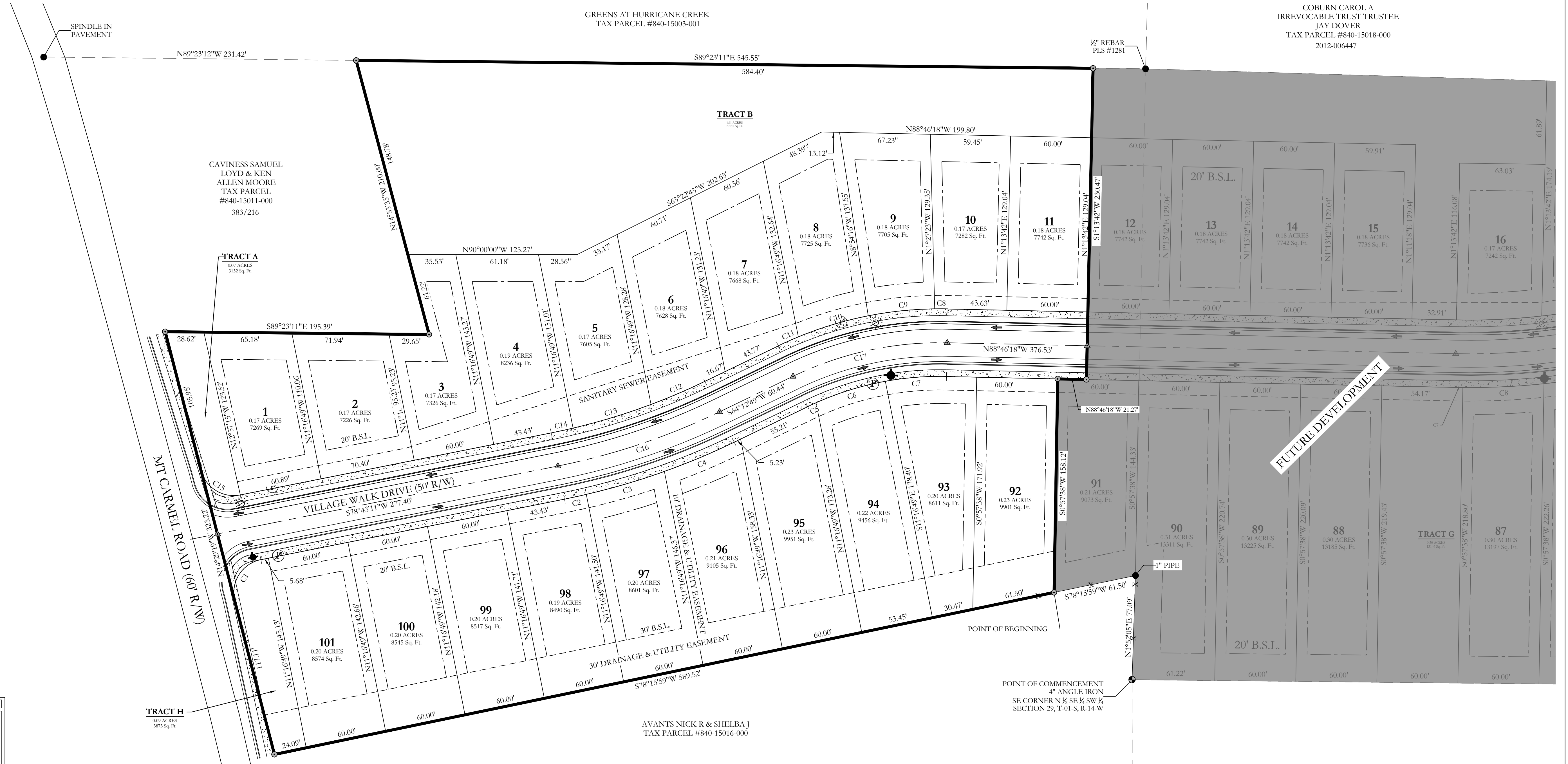
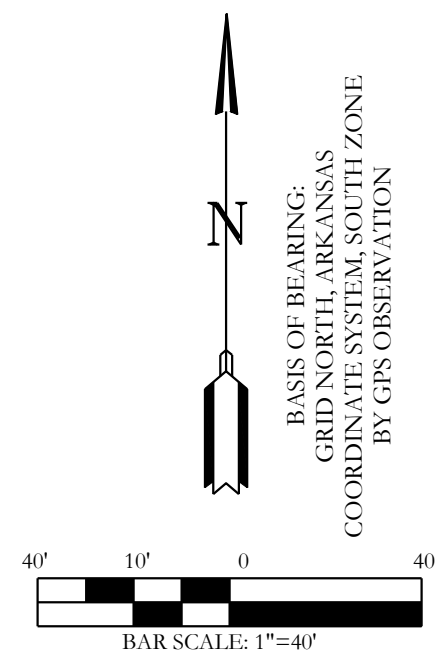
If there are any other questions let us know.

A handwritten signature in cursive script, appearing to read "James Helmich".

James Helmich  
H & H Excavating



Curve #	Length	Radius	Delta	Chord Direction	Ch. Length
C1	40.67	25.00	93°12'30"	S32° 06' 56"W	36.33
C2	16.57	525.00	1°48'30"	S77° 48' 56"W	16.57
C3	60.27	525.00	6°34'40"	S73° 37' 21"W	60.24
C4	56.08	525.00	6°07'12"	S67° 16' 25"W	56.05
C6	53.86	225.00	13°42'57"	S72° 47' 21"W	53.73
C7	45.48	225.00	11°34'53"	S85° 26' 16"W	45.40
C8	9.77	275.00	2°02'07"	S89° 47' 21"E	9.77
C9	49.55	275.00	10°19'23"	N84° 01' 54"E	49.48
C10	54.10	275.00	11°16'22"	N73° 14' 02"E	54.02
C11	16.24	275.00	3°23'02"	N65° 54' 20"E	16.24
C12	43.36	475.00	5°13'47"	N66° 49' 43"E	43.34
C13	60.33	475.00	7°16'39"	N73° 04' 56"E	60.29
C14	16.57	475.00	1°59'56"	N77° 43' 13"E	16.57
C15	37.87	25.00	86°47'30"	S57° 53' 04"E	34.35
C16	126.59	500.00	14°30'22"	S71° 28' 00"W	126.25
C17	117.87	250.00	27°00'53"	S77° 43' 16"W	116.79



CERTIFICATIONS:	
OWNER:	DEVELOPER:
Name: <u>TITAN GENERAL CONTRACTORS</u>	Name: <u>TITAN GENERAL CONTRACTORS</u>
Address: <u>204 WOODLAND DRIVE</u> <u>BENTON, AR 72019</u>	Address: <u>204 WOODLAND DRIVE</u> <u>BENTON, AR 72019</u>

**CERTIFICATE OF OWNER:**  
We, the undersigned, owners of the real estate shown and described herein do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

Date of Execution \_\_\_\_\_ Name: \_\_\_\_\_  
Source of Title: 2021-001028

**CERTIFICATE OF SURVEYING ACCURACY:**  
I, Jonathan L. Hope, hereby certify that this plat correctly represents a survey and a plan made by me or under my supervision; that all monuments shown herein actually exist and their location, size, type and material are correctly shown; and that all interior lot lines have been adjusted to "as built conditions" and are accurately described on the plat and identified on the ground in terms of length and direction of the property side as required in accord with the City of Bryant Subdivision Regulation Ordinance.

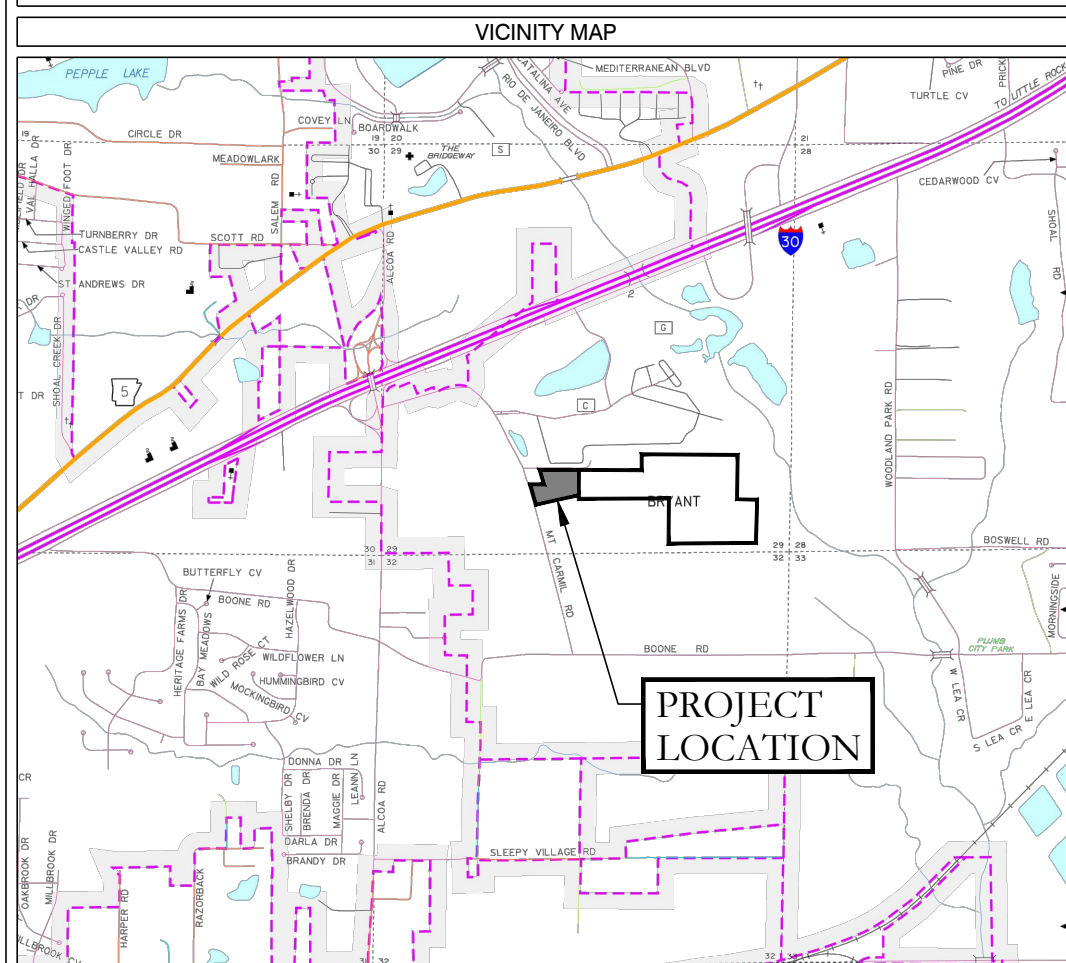
Date of Execution \_\_\_\_\_ Jonathan L. Hope  
Registered Professional  
Land Surveyor No. 1762  
Arkansas

**CERTIFICATE OF FINAL ENGINEERING ACCURACY:**  
I, William W. McFadden, hereby certify that this plat correctly represents a plat made by me, and that the engineering requirements of the City of Benton Subdivision Rules and Regulations have been followed.

Date of Execution \_\_\_\_\_ William W. McFadden  
Registered Professional  
Engineer, No. 14048  
Arkansas

**CERTIFICATE OF FINAL APPROVAL:**  
Pursuant to the City of Bryant Subdivision Rules and Regulations, this document was given approval by the Bryant Planning Commission at a meeting held on \_\_\_\_\_, 20\_\_\_\_. All of the document is hereby accepted, and this certificate executed under the authority of said rules and regulations.

Date of Execution \_\_\_\_\_ Rick Johnson,  
Bryant Planning Commission



**NOTE:**

- TRACT A AND H ARE DRAINAGE AND UTILITY EASEMENTS TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.

**AS-SURVEYED DESCRIPTION:**

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE 1/4 SW 1/4), ALL IN SECTION 29, TOWNSHIP 01 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 4" ANGLE IRON, ACCEPTED AS THE SOUTHEAST CORNER OF THE N 1/2 SE 1/4 SW 1/4 OF SECTION 29; THENCE N01°52'09"E, ALONG THE EAST LINE THEREOF, A DISTANCE OF 77.09 FEET TO A 1" PIPE AT A FENCE CORNER; THENCE LEAVING SAID EAST LINE, S78°15'59"W, ALONG A FENCE LINE, A DISTANCE OF 61.50 FEET TO THE POINT OF BEGINNING; THENCE S78°15'59"W, A DISTANCE OF 589.52 FEET TO A SET 1/2" REBAR ON THE EAST RIGHT-OF-WAY OF MT. CARMEL ROAD; THENCE N14°29'19"W, ALONG THE EAST RIGHT-OF-WAY OF MT. CARMEL ROAD, A DISTANCE OF 323.22 FEET TO A SET 1/2" REBAR ON THE SOUTH LINE OF A TRACT DESCRIBED IN SALINE COUNTY DEED BOOK 383 AT PAGE 216; THENCE LEAVING SAID EAST RIGHT-OF-WAY, S89°23'11"E, ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 195.39 FEET TO A SET 1/2" REBAR; THENCE N14°53'33"W, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 210.00 FEET TO A SET 1/2" REBAR AT THE NORTHEAST CORNER OF SAID TRACT; THENCE S89°23'11"E, A DISTANCE OF 545.55 FEET; THENCE S01°13'42"W, A DISTANCE OF 230.47 FEET TO A SET 1/2" REBAR; THENCE N88°46'18"W, A DISTANCE OF 21.27 FEET TO A SET 1/2" REBAR; THENCE S00°57'38"W, A DISTANCE OF 158.12 FEET TO THE POINT OF BEGINNING; CONTAINING 261,746 SQUARE FEET, OR 6.01 ACRES, MORE OR LESS.

LEGEND	
	No Parking Sign
	Stop Sign
	Street light
	Fire Hydrant
	Computed point
	Found monument
	Set #4 RB/Plas. Cap (SIP)
	Decedded
	Measured
	Platted

PROPERTY SPECIFICATIONS:		
OWNER:	TITAN GENERAL CONTRACTORS 204 WOODLAND DR. BENTON, AR 72019	AVERAGE LOT SIZE: 60 x 130' (6000 SF) NUMBER OF LOTS: 21
DEVELOPER:	TITAN GENERAL CONTRACTORS 204 WOODLAND DR. BENTON, AR 72019	SOURCE OF WATER: BRYANT SOURCE OF SEWER: BRYANT SOURCE OF ELECTRIC: FIRST ELECTRIC
ENGINEERS:	HOPE CONSULTING INC. 117 S. MARKET STREET BENTON, AR 72015	BUILDING SETBACKS: FRONT: 25' OR AS SHOWN REAR: 25' OR AS SHOWN SIDE: 5' OR AS SHOWN
NAME OF SUBDIVISION:	THE VILLAGES AT MAGNOLIA LANE PHASE 1	UTILITY & DRAINAGE EASEMENTS: FRONT: 10' OR AS SHOWN REAR: 5' OR AS SHOWN SIDE: 5' OR AS SHOWN
INSTRUMENT #	2021-001028	
ZONING DISTRICT	R-1.5	

**HOPE CONSULTING ENGINEERS - SURVEYORS**  
117 S. Market Street,  
Benton, Arkansas 72015  
PH. (501)315-2626  
FAX (501) 315-0024  
www.hopeconsulting.com

FOR USE AND BENEFIT OF:			
TITIAN GENERAL CONTRACTORS, LLC			
FINAL PLAT			
THE VILLAGES AT MAGNOLIA LANE, PHASE 1			
A SUBDIVISION IN THE CITY OF BRYANT, SALINE COUNTY, ARKANSAS			
DATE:	01/07/2022	C.A.D. BY: BJOHNSON	DRAWING NUMBER:
REVISED:		CHECKED BY:	19-0238
500	01S	14W	0 29 300 62 1762



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

## Conditional Use Permit Application

Applicants are advised to read the Conditional Use Permit section of Bryant Zoning Code prior to completing and signing this form. The Zoning Code is available at [www.cityofbryant.com](http://www.cityofbryant.com) under the Planning and Community Development tab.

Date: 12/20/21

**Applicant or Designee:**

Name Joshua Hester  
Address 7513 Hart Rd, Benton, AR  
Phone 501-912-8667  
Email Address: joshhester28@gmail.com

**Project Location:**

Property Address Pikewood II, Lot 16R  
(Laverne Dr., Bryant, AR 72022)  
Parcel Number 840-07803-000  
Zoning Classification R-M

**Property Owner (If different from Applicant):**

Name Hester Home Solutions LLC  
Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Email Address \_\_\_\_\_

**Additional Information:**

Legal Description (Attach description if necessary)

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Description of Conditional Use Request (Attach any necessary drawings or images)

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Proposed/Current Use of Property Duplex

# Application Checklist

## Requirements for Submission


- Letter stating request of Conditional Use and reasoning for request
- Completed Conditional Use Permit Application
- Submit Conditional Use Permit Application Fee (\$125)
- Submit Copy of completed Public Notice
- Publication: Public Notice shall be published at least one (1) time fifteen (15) days prior to the public hearing at which the variance will be heard. Once published please provide a proof of publication to the Community Development office.
- Posting of Property: The city shall provide a sign to post on the property involved for the fifteen (15) consecutive days leading up to Public hearing. One (1) sign is required for every two hundred (200) feet of street frontage.
- Submit eight (8) Copies of the Development Plan (Site Plan) showing:
  - Location, size, and use of buildings/signs/land or improvements
  - Location, size, and arrangement of driveways and parking. Ingress/Egress
  - Existing topography and proposed grading
  - Proposed and existing lighting
  - Proposed landscaping and screening
  - Use of adjacent properties
  - Scale, North Arrow, Vicinity Map
  - Additional information that may be requested by the administrative official due to unique conditions of the site.

26th - 15 Days  
Before Jan 10th  
PC

**Once the application is received, the material will be reviewed to make sure all the required information is provided. The applicant will be notified if additional information is required. The application will then go before the Development and Review Committee (DRC) for a recommendation to the Planning Commission. A public hearing will be held at this meeting for comments on the Conditional Use. After the public hearing, the Planning Commission will make a decision on the use.**

**Note: that this is not an exhaustive guideline regarding the Conditional Use Permit Process. Additional information is available in the Bryant Zoning Ordinance.**

### READ CAREFULLY BEFORE SIGNING

I , do hereby certify that all information contained within this application is true and correct. I further certify that the owner of the property authorizes this proposed application. I understand that I must comply with all City Codes and that it is my responsibility to obtain all necessary permits required.

Joshua Hester  
7513 Hart Rd.  
Benton, AR 72019  
501-912-8667  
[joshhester28@gmail.com](mailto:joshhester28@gmail.com)

December 20, 2021

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

To whom it may concern,

Joshua Hester, a member of Hester Home Solutions LLC purchased Lot 16R of Pikewood II Subdivision, located on Laverne Dr. in Bryant, Arkansas . Hester Home Solutions LLC would like to formally request Conditional Use of building a duplex property on the purchased lot stated above.

Thank you to the city of Bryant for taking into consideration my request.

Sincerely,

Joshua Hester  
Hester Home Solutions LLC

## NOTICE OF PUBLIC HEARING

A public hearing will be held on Monday, 10<sup>th</sup> January 2022 at 6:00 P.M.

at the Bryant City Office Complex, 210 Southwest 3<sup>rd</sup> Street, City of Bryant, Saline

County, for the purpose of public comment on a conditional use request at the site of

Pikewood, Lot 16R, Laverne St, Bryant (address).

A legal description of this property can be obtained by contacting the Bryant Department of Community Development.

Rick Johnson  
Chairman Board of Zoning Adjustment  
City of Bryant

*This notice is to be run in the legal notices section of the Saline Courier  
no less than 15 days prior to the public hearing.*

CERTIFICATE OF FINAL SURVEYING ACCURACY  
 I, DONNIE HOLLAND, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY AND PLAN MADE BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THAT ALL INTERIOR LOT LINES HAVE BEEN ADJUSTED TO "AS BUILT" CONDITIONS AND ARE ACCURATELY DESCRIBED ON THE PLAT AND IDENTIFIED ON THE GROUND IN TERMS OF LENGTH AND DIRECTION OF THE PROPERTY SIDES.

DATE OF EXECUTION: DONNIE HOLLAND  
 REGISTERED LAND SURVEYOR  
 NO. 1625 ARKANSAS

CERTIFICATE OF FINAL PLAT APPROVAL

PURSUANT TO THE CITY OF BRYANT SUBDIVISION RULES AND REGULATIONS, THIS DOCUMENT WAS GIVEN APPROVAL BY THE BRYANT PLANNING COMMISSION AT A MEETING HELD ON 2015. ALL OF THE DOCUMENT IS HEREBY ACCEPTED, AND THIS CERTIFICATE EXECUTED UNDER THE AUTHORITY OF SAID RULES AND REGULATIONS.

(SIGNED) BRYANT PLANNING COMMISSION

DATE OF EXECUTION

CERTIFICATE OF OWNER

WE, THE UNDERSIGNED OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY CERTIFY THAT WE CAUSED TO BE LAYED OFF, PLATTED, AND SUBDIVIDED, AND TO HEREBY LAY OFF, PLAT, AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE PLAT.

DATE OF EXECUTION

OWNER/DEVELOPER: REAGAN BROWN & TONIA GRIFFIN  
 SOURCE OF TITLE: BK 2016 PG 011423

**HOLLAND SURVEYING**  
 PROFESSIONAL LAND SURVEYING SERVICES

FOR USE & BENEFIT OF:  
 REAGAN BROWN & TONIA GRIFFIN

REPLAT OF LOTS 16-19 OF PIKEWOOD SUBDIVISION  
 NO. 2, IN THE CITY OF BRYANT, SALINE COUNTY, ARKANSAS.

DATE: 08-25-2020  
 SCALE: 1" = 30'  
 DRAWN BY: CDH  
 CHECKED BY: CDH  
 FILE NAME: PIKEWOOD



FLOOD STATEMENT:  
 GRAPHIC PLOTTING OF THE INFORMATION SHOWN ON FLOOD INSURANCE RATE MAP NO. 05122C 0380E, DATED JUNE 5, 2020, INDICATES THAT THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

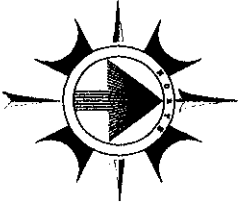
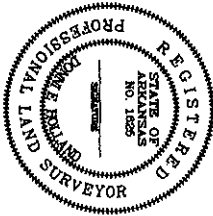
**NOTES**

SURVEY BEARINGS ARE BASED ON GRID NORTH, ARKANSAS STATE PLANE SOUTH ZONE AS DETERMINED BY G.P.S. OBSERVATION.

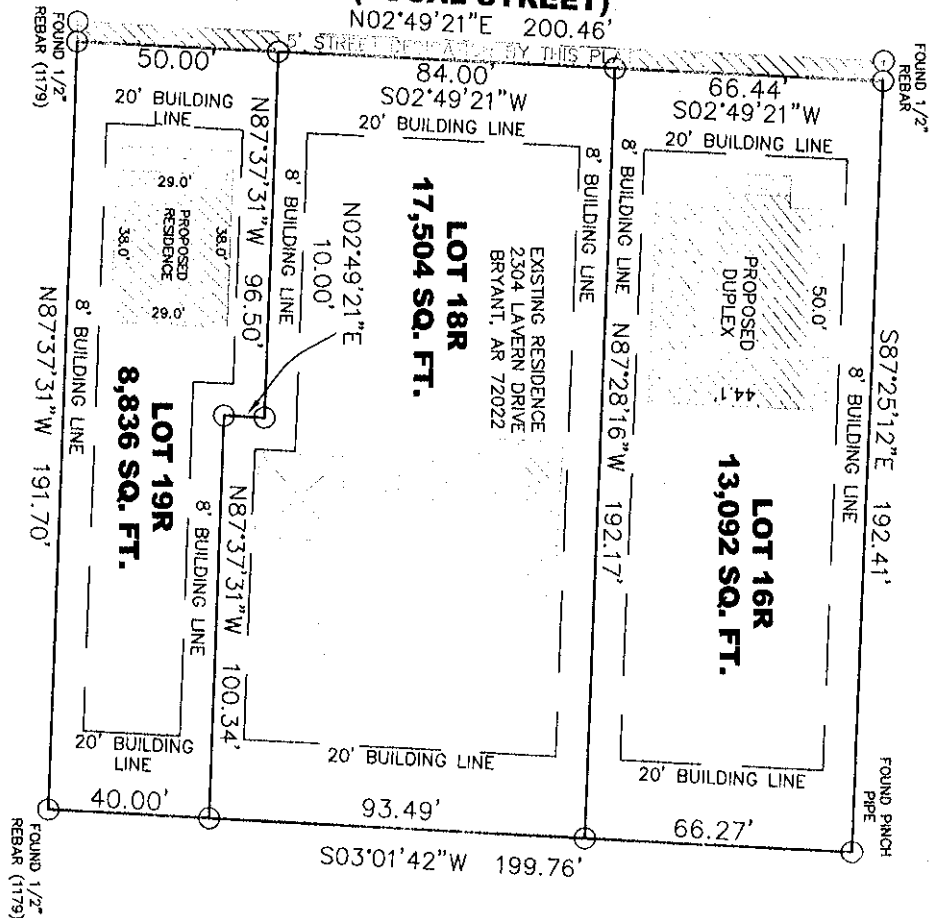
TRACT IS SUBJECT TO EASEMENTS, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, AND PLANNING AND ZONING REGULATIONS OF RECORD, IF ANY, AND IS SUBJECT TO SUCH FACTS AS AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO STATEMENT IS MADE AS TO THE EXISTENCE OR LOCATION, EXCEPT WHERE SHOWN OF ANY PROPERTY CORNER MONUMENTS.

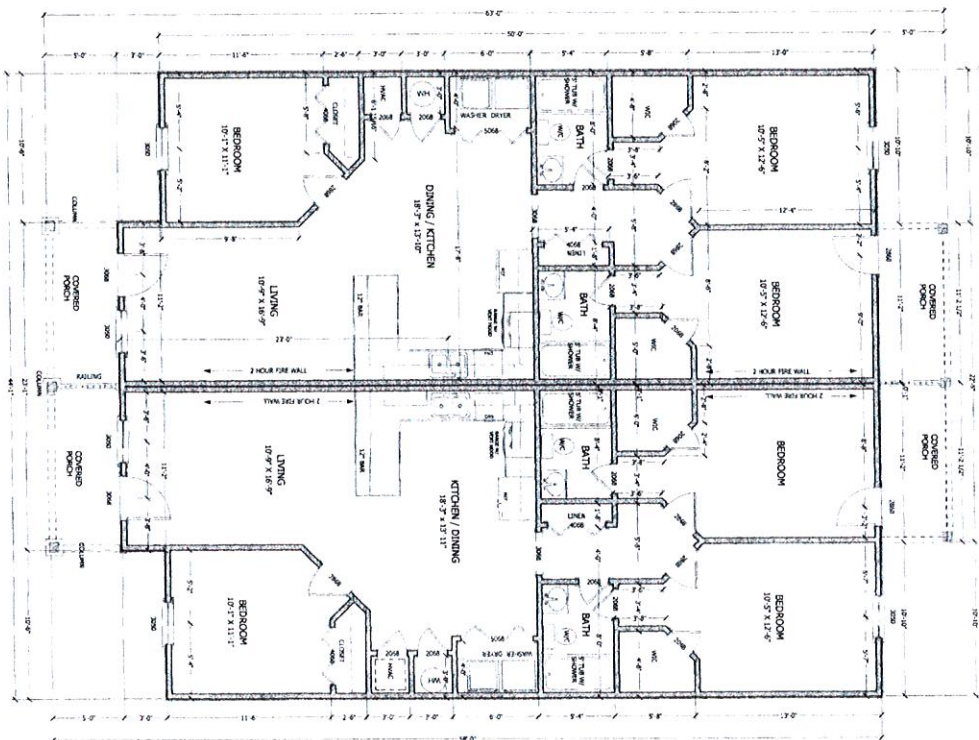
I CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED, CORNER MONUMENTS HAVE BEEN ESTABLISHED IN ACCORDANCE WITH EXISTING MONUMENTATION IN THE AREA AND IMPROVEMENTS IF ANY ARE AS SHOWN HEREON.



**LAVERNE STREET (50' R/W)  
 PER BRYANT MASTER TRANSPORTATION PLAN  
 (LOCAL STREET)**



**LOTS 16R, 18R, and 19R  
 BEING A REPLAT OF LOTS 16,  
 17, 18, and 19 OF PIKEWOOD  
 SUBDIVISION NO. 2, LOCATED  
 IN THE CITY OF BRYANT,  
 SALINE COUNTY, ARKANSAS.**



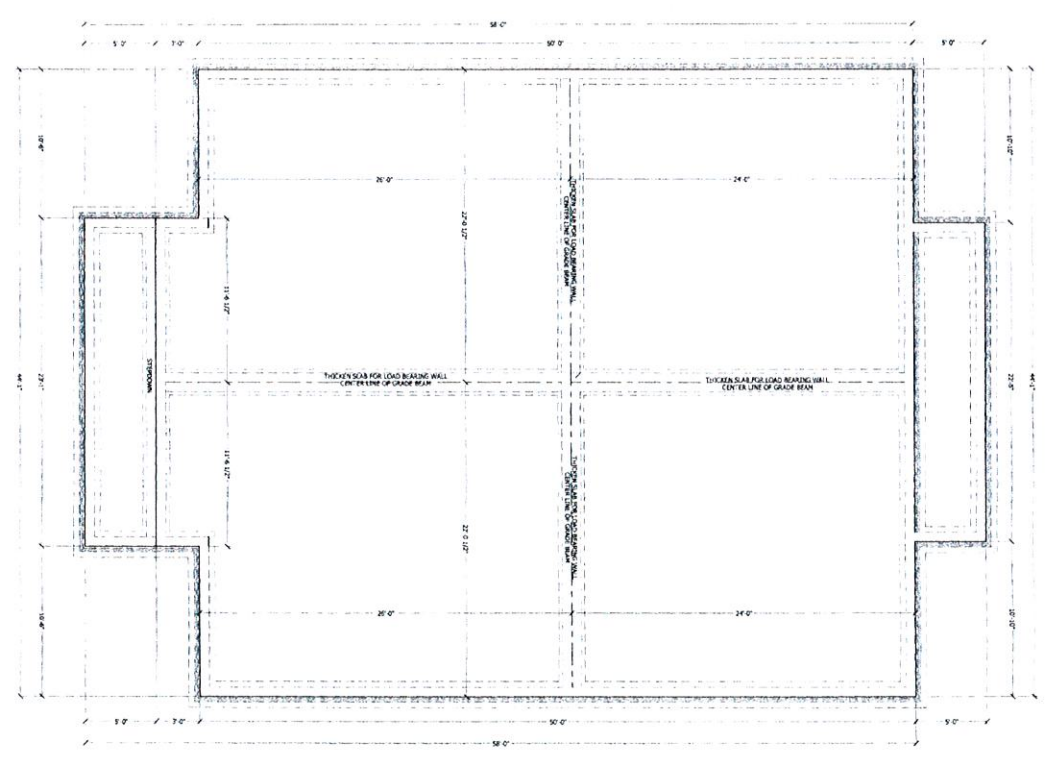
UNIT #1  
1134 SQFT HEATED/COOLED

UNIT #2  
1134 SQFT HEATED/COOLED

----- LIVING AREA -----

TOTAL HEAT/AIR SQ. FT. 2268 sqft

TOTAL UNDER ROOF 3521 sqft  
(MEASURED TO OUTSIDE OF BRICK,  
INCLUDES ALL GARAGES, PORCHES, ETC.)



**FLOOR PLAN**  
SCALE 1/4" = 1'

DESIGNED FOR:	<b>JAMES BALLEW</b>		
DATE:	8/25/2020		
SCALE:	1/4" = 1'		
SHEET:	<b>2</b>		
DPLX - 1134			

**TIM LANDRETH HOME DESIGNS, LLC** (501) 317-5090  
RESIDENTIAL DESIGN & DRAFTING  
CUSTOM PLAN SERVICE

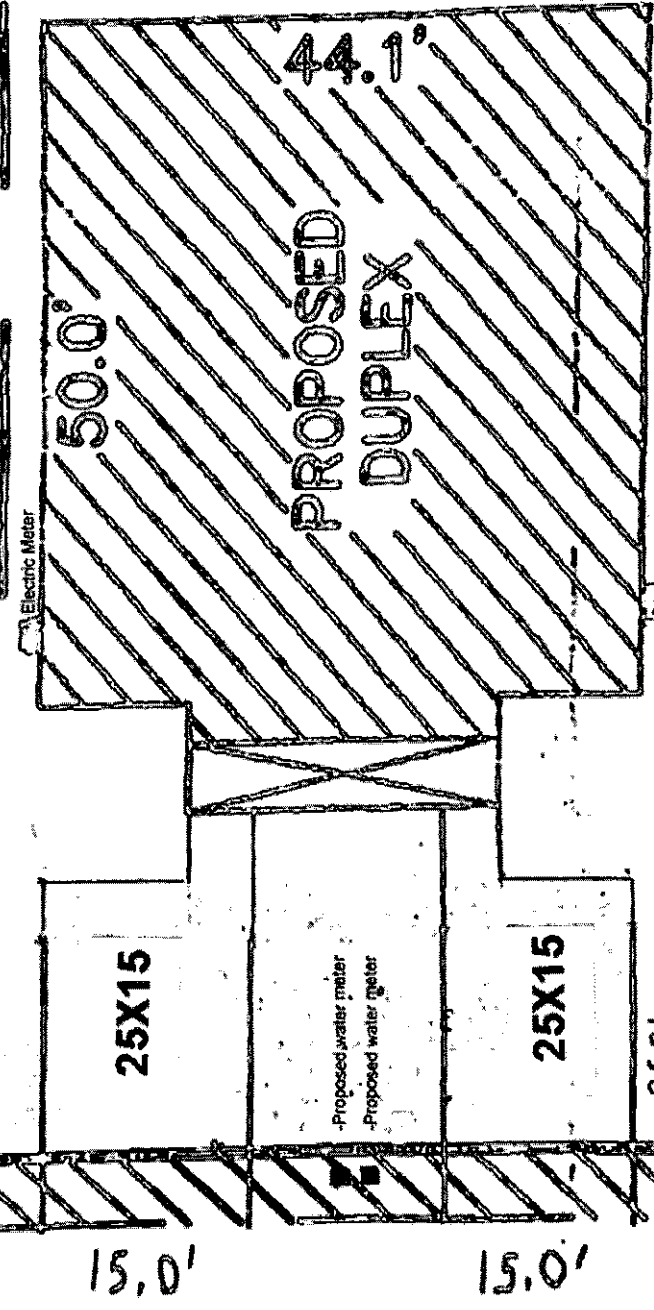
**COPYRIGHT / INTELLECTUAL PROPERTY**  
TIM LANDRETH HOME DESIGNS RESERVES ITS COMMON LAW COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS ASSOCIATED WITH THIS DOCUMENT. PURCHASE OF THIS PLAN FROM TIM LANDRETH HOME DESIGNS WILL GRANT THE PURCHASER THE RIGHT TO CONSTRUCT A SINGLE UNIT. THE PLANS MAY NOT BE COPIED, DUPLICATED, SOLD, OR PUBLISHED WITHOUT THE WRITTEN CONSENT OF TIM LANDRETH HOME DESIGNS.

Concrete Driveways (2) will utilize 18" culverts with a 0.5 minimum fall.  
 Utility Plan will consist of a single sewer line with individual clean-outs for each side of the duplex. All electric.  
 Concrete Sidewalk (five foot in width) will be installed 20-25 feet from the center line of Lavern and a 6-7 foot green buffer will be left between road and sidewalk. Sidewalk to run the entire width of the lot.  
 Finished floor elevation will be at least 12 inches above the crown of street.

**FOUND 1/2" REBAR**

**S87°25'**

**8' BU**



**8' BUILDING LINE N87°28'**

**8' BUILDING LINE**



# Proof of Publication

STATE OF ARKANSAS  
County of Saline

I, Jennifer Self, do solemnly swear that I am Legal Advertising Clerk for The Saline Courier, a daily newspaper printed in said county, and that I was such at the date of publication hereinafter stated, and that said newspaper had a bona fide circulation in such county at said dates, and has been regularly published in said county since the year 1876 before the date of the first publication of the advertisement hereto annexed, and that said advertisement was published in said newspaper 1 times for 1 issues, the first insertion therein having been made on 1.14.22, and the last insertion on 1.14.22.

Billed Account Joshua Hester

Ad Number 115266

Jennifer Self  
Legal Advertising Clerk

Sworn to and subscribed before me on 1.14.22

Julie Allbritton  
Notary Public

## FEE FOR PRINTING

\$ 39.00 Cost of Notice

\$ 2.60 Cost of Proof

\$ 41.60 Total



## Legal Notice

### NOTICE OF PUBLIC HEARING

A public hearing will be held on Monday, 31st January 2022 at 6:00 P.M. at the Bryant City Complex, 210 Southwest 3rd Street, City of Bryant, Saline County, for the purpose of public comment on a conditional use request at the site of Pikewood, Lot 16R, Iaverne st, Bryant (address). A legal description of this property can be obtained by contacting the Bryant Department of Community Development.

Rick Johnson  
Chairman Board of Zoning Adjustment  
City of Bryant