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

Courts

6. Testing 123 - Test,Test

Testing, Testing, Testing

- Bryant City Seal.pdf
- Bryant City Seal.pdf

New Business

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

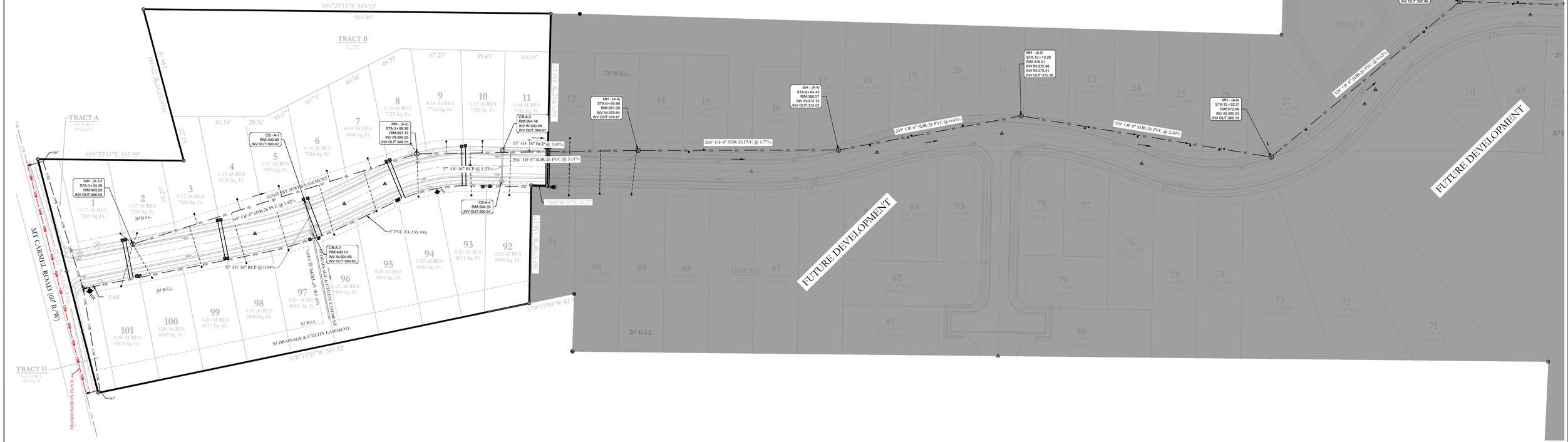
Mayor Comments

Adjournments

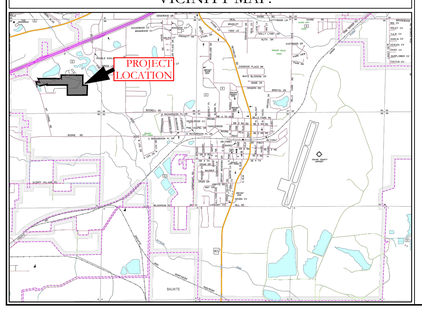








VICINITY MAP:



SEWER LEGEND:

SEWER SERVICE
SEWER MAIN
S SEWER MANHOLE

NOTE:
USE SDR-26 PVC SEWER PIPE EXCEPT WHERE DUCTILE IRON PIPE REQUIRED FOR COVER. USE DUCTILE IRON PIPE WHERE 3' MINIMUM COVER CANNOT BE MAINTAINED.

CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL BURIED UTILITIES PRIOR TO CONSTRUCTION.

WATER LEGEND:

- DUAL WATER METERS
- SINGLE WATER METER
- GATE VALVE
- 45º FITTING
- 90º FITTING
- TEE FITTING
- CROSS FITTING
- FH FIRE HYDRANT

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:
TITAN GENERAL CONTRACTORS, LLC

THE VILLAGES AT MAGNOLIA LANE, PHASE 1
SANITARY SEWER, WATER & DRAINAGE AS-BUILTS

A SUBDIVISION IN CITY OF BRYANT, SALINE COUNTY, ARKANSAS

DATE:	1/7/2022	C.A.D. BY:	DRAWING NUMBER:
REVISED:		CHECKED BY:	19-0238
SHEET:		SCALE:	

500	1S	15W	0	34	230	62	1807

K:\LAND PROJECTS 2004\SUBDIVISIONS\2019\19-0238 STARLIGHT VILLAGE\19-0238-PLAT.DWG

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 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd 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 21day 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 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd 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 21day of DEC 2021

UNITED STATES FIRE INSURANCE COMPANY

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: _____

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 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd 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 21day of DEC 2021

UNITED STATES FIRE INSURANCE COMPANY

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.

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 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th 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 OF NEW JERSEY
Commission # 50126833
My Commission Expires 4/7/2026

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 7th 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:	**2021-12-16**
Payment Required:	**$6,707.36**

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

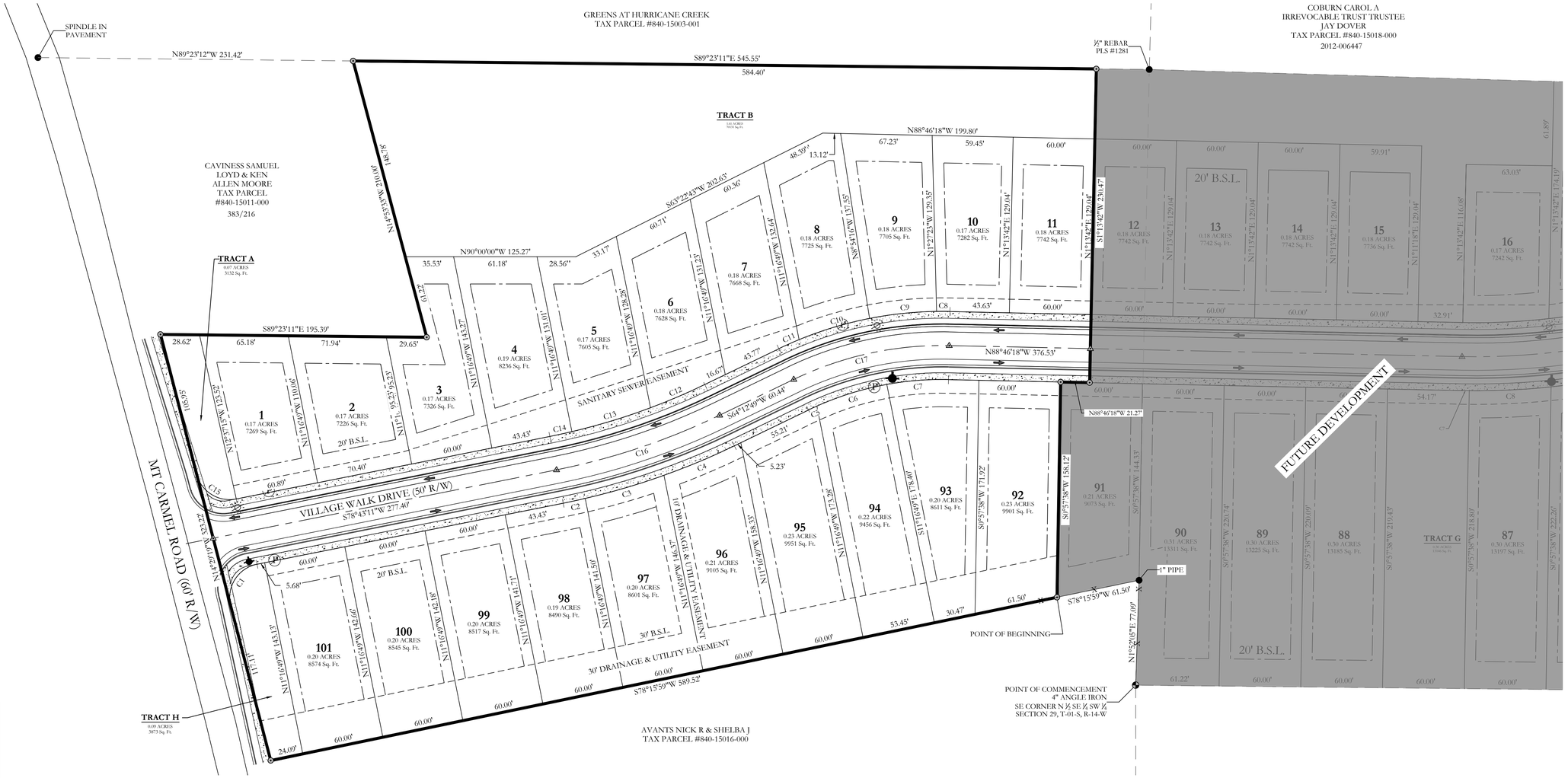
To: Johnathan Hope

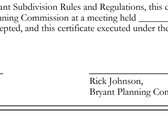
The road signs for Starlight Village have been ordered. The signs are expected to be installed by January 7.

If there are any other questions let us know.

James Helmich
H & H Excavating

Curve Table					
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:

Name: TITAN GENERAL CONTRACTORS

Address: 204 WOODLAND DRIVE
BENTON, AR 72019

DEVELOPER:

Name: TITAN GENERAL CONTRACTORS

Address: 204 WOODLAND DRIVE
BENTON, AR 72019

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 hereon 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

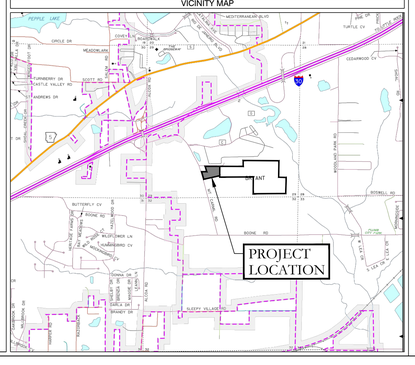
CERTIFICATE OF FINAL APPROVAL:

Pursuant to the City of Bryant Subdivision Rules and Regulations, this document was given approval by the Bryant Planning Commission at a meeting held _____, 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

VICINITY MAP



CERTIFICATE OF AUTHORIZATION
HOPE CONSULTING, INC.
No. 1931
ARKANSAS

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
NO. 14048
WILLIAM W. McFADDEN

REGISTERED
STATE OF ARKANSAS NO. 1762
SIGNATURE
JONATHAN L. HOPE
PROFESSIONAL LAND SURVEYOR

NOTE:

1. 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 ¼ SW ¼), 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 ½ SE ¼ SW ¼ OF SECTION 29; THENCE N01°52'05"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 ½" 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 ½" 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 ½" REBAR; THENCE N14°53'33"W, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 210.00 FEET TO A SET ½" 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 ½" REBAR; THENCE N88°46'18"W, A DISTANCE OF 21.27 FEET TO A SET ½" 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

- (P) – No Parking Sign
- – Stop Sign
- – Street light
- – Fire Hydrant
- – Computed point
- – Found monument
- – Set #4 RB/Plas. Cap (SIP)
- (D) -- Deeded
- (M) -- Measured
- (P) -- Platted

PROPERTY SPECIFICATIONS:

OWNER: TITAN GENERAL CONTRACTORS
204 WOODLAND DR.
BENTON, AR 72019

DEVELOPER/ SUBDIVIDER: TITAN GENERAL CONTRACTORS
204 WOODLAND DR.
BENTON, AR 72019

ENGINEERS: HOPE CONSULTING INC.
117 S. MARKET STREET
BENTON, AR 72015

NAME OF SUBDIVISION: THE VILLAGES AT MAGNOLIA LANE PHASE 1

INSTRUMENT # 2021-001028

ZONING DISTRICT: R-1.5

AVERAGE LOT SIZE: 60 x 130' (6,000 S.F.)
NUMBER OF LOTS: 21

SOURCE OF WATER: BRYANT
SOURCE OF SEWER: BRYANT
SOURCE OF ELECTRIC: FIRST ELECTRIC

BUILDING SETBACKS:
FRONT-25' OR AS SHOWN
REAR-25' OR AS SHOWN
SIDE-8' OR AS SHOWN

UTILITY & DRAINAGE EASEMENTS:
FRONT-10' OR AS SHOWN
REAR - 5' OR AS SHOWN
SIDE - 5' OR AS SHOWN

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: B.JOHNSON		DRAWING NUMBER:
REVISED:		CHECKED BY:		19-0238
		SCALE: 1"=100'		

500	01S	14W	0	29	300	62	1762

X:\LAND PROJECTS\2019\SUBDIVISIONS\19-0238 STARLIGHT VILLAGE\19-0238-FP-12-06-21.DWG

City of Bryant, Arkansas
Community Development
210 SW 3rd 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 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)

_____

_____

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

_____

_____

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. 26th – 15 Days Before Jan 10th PC
- ☐ 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.

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

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, 10th January 2022 at 6:00 P.M. at the Bryant City Office 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, 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 A PLAN MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON 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 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 _____, 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 HEREIN, DO HEREBY CERTIFY THAT WE CAUSED TO BE LAID 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

FLOOD STATEMENT:
GRAPHIC PLOTTING OF THE INFORMATION SHOWN ON FLOOD INSURANCE RATE MAP NO. 05125C 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.

SURVEY VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR IN BLUE PRESENT ON IT.

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.

REGISTERED STATE OF ARKANSAS NO. 1625 PROFESSIONAL LAND SURVEYOR DONNIE HOLLAND

HOLLAND SURVEYING
PROFESSIONAL LAND SURVEYING SERVICES
[illegible], ALEXANDER, ARKANSAS 72002
[illegible] (FAX), [illegible]@[illegible].com

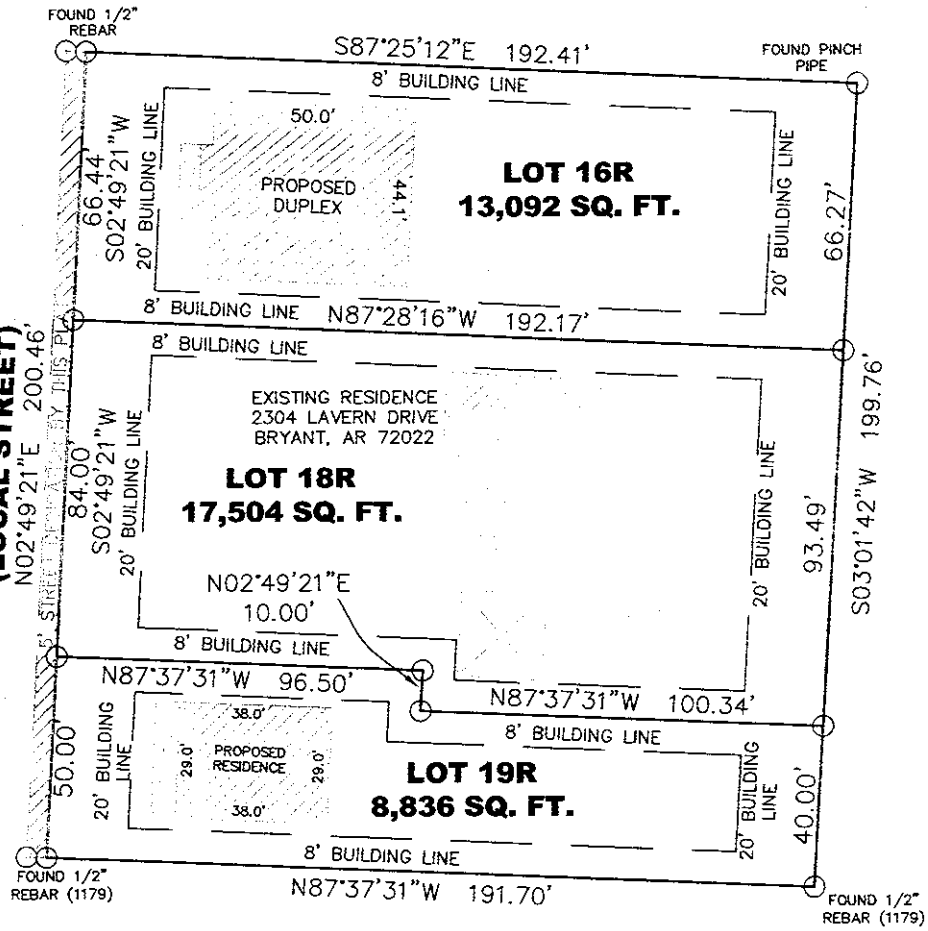
FOR USE & BENEFIT OF:
REAGAN BROWN & TONIA GRIFFIN

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

0 30 60
SCALE: 1" = 30'

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.

---- LIVING AREA ----

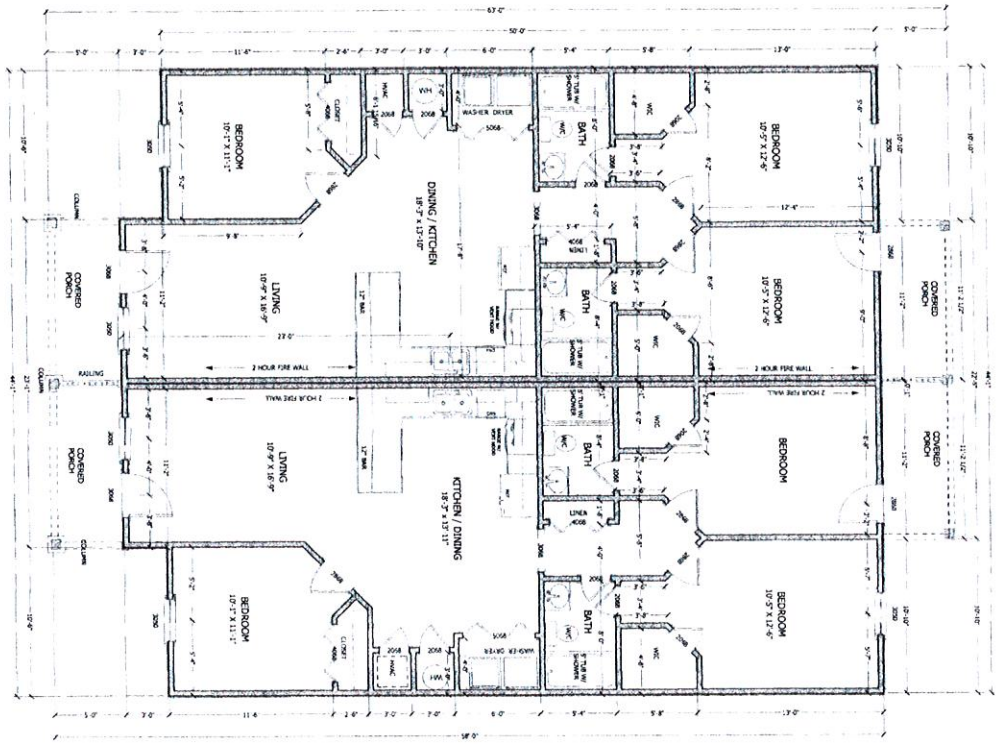
TOTAL HEAT/AIR SQ.FT 2268 sqft

TOTAL UNDER ROOF 2521 sqft

(MEASURED TO OUTSIDE OF BRICK, INCLUDES ALL GARAGES, PORCHES, ETC)

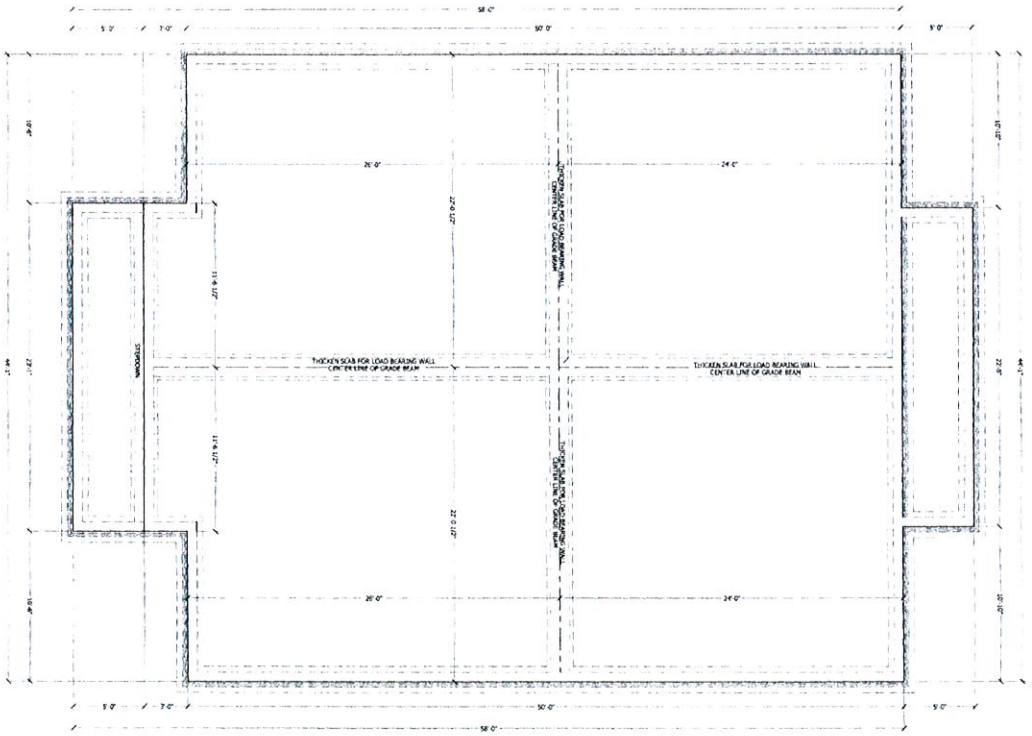
UNIT #1
1134 SQFT HEATED/COOLED

UNIT #2
1134 SQFT HEATED/COOLED



FLOOR PLAN

SCALE: 1/4" = 1'



SHEET:	SCALE:	DATE:	DESIGNED FOR:
2		8/25/2020	JAMES BALLEW

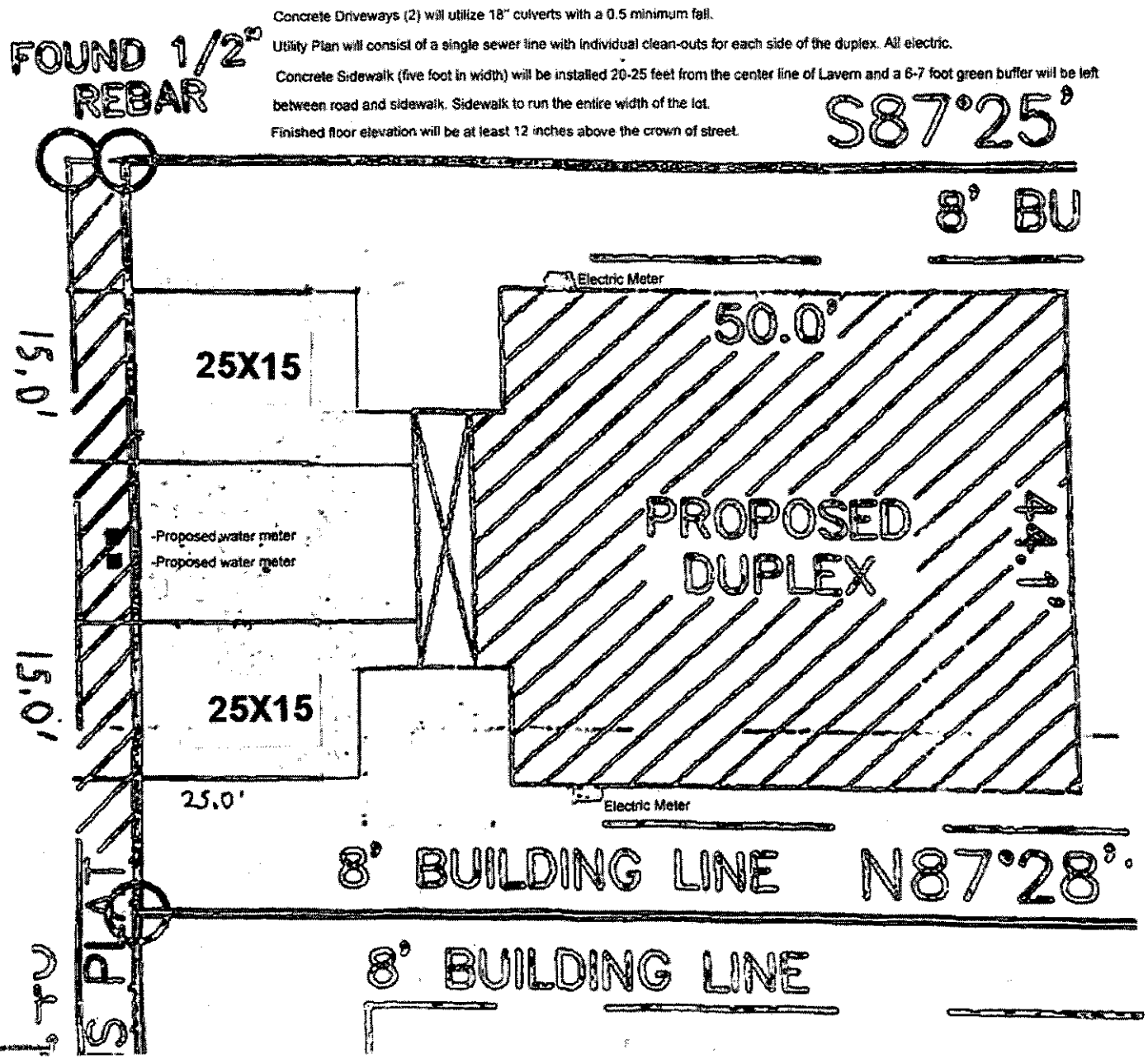
DPLX - 1134

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
Electric Meter
50.0'
25X15
PROPOSED DUPLEX
-Proposed water meter
-Proposed water meter
25X15
25.0'
Electric Meter
8' BUILDING LINE
N87°28'
8' BUILDING LINE

Proof of Publication

STATE OF ARKANSAS
County of Saline

I, Jennifer Selt, 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.

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, 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

Billed Account Joshua Hester

Ad Number 1152660

Jennifer Selt
Legal Advertising Clerk

Sworn to and subscribed before me on 1.14.22

Julie Allbritton
Notary Public

Julie Allbritton
Notary Public
Comm. Exp. February 22, 2022
Comm. No. 12386497
Saline County, Arkansas

FEE FOR PRINTING

$ 39.00 Cost of Notice

$ 2.60 Cost of Proof

$ 41.60 Total