

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING STREETS AND DRAINAGE FACILITIES WITHIN PHASE 9 OF FAULKNER CROSSING IN THE CITY OF NORTH LITTLE ROCK; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the owner and developer of Faulkner Crossing has requested that the City of North Little Rock accept dedication of the public streets and drainage facilities constructed with the development of Phase 9 of Faulkner Crossing and to assume responsibility for their maintenance (see letters to City with schedule values from Crafton Tull attached hereto, collectively, as Exhibit A); and

WHEREAS, the said roadways and related improvements have been completed according to plans and specifications, duly approved by the North Little Rock City Engineer and supported by the Planning Department (see Exhibits B and C attached hereto), and maintenance bonds in the amount of \$56,682.82. and \$20,804.00 have been provided to the City (see Exhibit D attached hereto).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the City of North Little Rock, Arkansas hereby accepts the dedication of the public streets and drainage infrastructure within Phase 9 of Faulkner Crossing in the City of North Little Rock, Pulaski County, Arkansas, more particularly described on survey map attached hereto as Exhibits E and incorporated herein by reference.

SECTION 2: That a certified copy of this Ordinance shall be filed in the Office of the Pulaski County Recorder and recorded in the Deed Records of Pulaski County.

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4: That the provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 5: That it is hereby found and determined that the acceptance of the above-mentioned roadways and drainage infrastructure in Phase 9 of Faulkner Crossing is immediately necessary to insure the proper and orderly growth of this land and the City of North Little Rock, Arkansas, and being necessary for the immediate preservation of the public health, safety and welfare; THEREFORE, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

Joe A. Smith
by AT
Mayor Joe A. Smith

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/ABF

FILED	<u>10:30</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>11-19-19</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>S. Usery</u>			



October 28, 2019

Honorable Joe Smith, Mayor
Councilman Maurice Taylor, Ward 2
Councilwoman Linda Robinson, Ward 2
City of North Little Rock
300 Main Street
North Little Rock, AR 72119

RE: Faulkner Crossing, Phase 9
North Little Rock, AR 72117
CTA No. 17105100

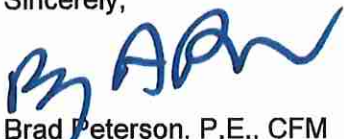
Dear Sirs and Madam:

We hereby requests acceptance of the public street and drainage facilities constructed with the development of Phase 9 of Faulkner Crossing. Street and drainage infrastructure has been installed in accordance with the requirements of North Little Rock Subdivision Ordinance. An as-built drawing has been prepared to document compliance with applicable standards. A 2-year maintenance bond in the amount of ½ of the cost of construction has been provided.

We ask this item be placed on the next available City Council agenda.

Should you have any questions, or require any additional information, please contact us at your convenience.

Sincerely,


Brad Peterson, P.E., CFM
Vice President – Infrastructure





Crafton Tull
architecture | engineering | surveying

10825 Financial Centre Parkway, Suite 300
Little Rock, Arkansas 72211

501.664.3245 (ph)
501.664.6704 (fax)

October 28, 2019

Mr. Chris Wilbourn, PE, SE
Chief Engineer\ Traffic Director
500 W. 13th Street
North Little Rock, AR 72114

RE: Faulkner Crossing, Phase 9
North Little Rock, AR 72117
CTA No. 17105100

Dear Mr. Wilbourn:

Please find the cost certification letter for the acceptance request of public street and drainage for Faulkner Crossing, Phase 8. The following supporting documents are also attached:

- Maintenance bond estimate.
- Maintenance bond.
- Street Acceptance Exhibit.

Per the report, the inlets as constructed meet the street drainage requirements of North Little Rock Subdivision Ordinance.

Should you have any questions, or require any additional information, please contact us at your convenience.

Sincerely,

Brad Peterson, P.E., CFM
Vice President – Infrastructure



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October 28, 2019

Mr. Chris Wilbourn, PE, SE
Chief Engineer\ Traffic Director
City of North Little Rock
500 W. 13th Street
N. Little Rock, AR 72114

RE: Faulkner Crossing, Phase 9 – Street & Drainage Certification
North Little Rock, AR
CTA No. 17105100

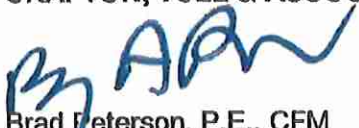
Dear Mr. Wilbourn:

I hereby certify that all public portions of the street and drainage system installed as part of the above referenced project has been performed in accordance with this City of North Little Rock Subdivision Ordinance. An as-built survey has been prepared to document applicable design standards have been met

The cost of the public portions of the street and drainage system was \$154,973.64.

Should you have any questions, please feel free to contact us.

Sincerely,
CRAFTON, TULL & ASSOCIATES, INC.


Brad Peterson, P.E., CFM
Vice President - Infrastructure

SCHEDULE VALUES

JOB: Faulkner Lake Crossing Phase 9
 DESC.: Street & Drainage Maintenance Bond Estimate
 CTA #: 17105101

DATE: 5/06/19
 Revised: 10/15/19

ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT PRICE	TOTAL
1.00	2" ACHM Surface	SY	3,732	\$9.02	\$33,662.64
2.00	8" Aggregate Base	SY	4,703	\$9.23	\$43,408.69
3.00	Subgrade Prep	SY	5,349	\$0.70	\$3,744.30
1.00	Curb & Gutter	LF	2,915	\$10.00	\$29,150.00
27.00	Handicap Ramps w/ Truncated Domes	EA	4	\$850.00	\$3,400.00
	SUBTOTAL				\$113,365.63
	50% BOND				\$56,682.82

SCHEDULE VALUES

JOB: Faulkner Lake Crossing Phase 9

DESC.: Street & Drainage Maintenance Bond Estimate

CTA #: 17105101

DATE: 5/06/19
Revised: 10/15/19

ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT PRICE	TOTAL
1.00	18" RCP- In Roadway	LF	26	\$61.00	\$1,586.00
2.00	24" HDPE - Outside Roadway	LF	255	\$47.00	\$11,985.00
3.00	30" HDPE	LF	127	\$63.00	\$8,001.00
4.00	38" x 24" RCHEP	LF	26	\$81.00	\$2,106.00
5.00	30" HDPE Flared End Section	EA	1	\$1,050.00	\$1,050.00
6.00	4' Diameter Curb Inlet	EA	2	\$3,000.00	\$6,000.00
7.00	5' Diameter Curb Inlet	EA	2	\$3,360.00	\$6,720.00
8.00	4' Curb Inlet Extension	EA	5	\$460.00	\$2,300.00
9.00	8' Curb Inlet Extension	EA	2	\$930.00	\$1,860.00
	SUBTOTAL				\$41,608.00
	50% BOND				\$20,804.00

Engineering Department



500 West 13th Street
North Little Rock, Arkansas 72114

Phone: (501)-371-8345
Fax: (501) 371-8348

November 15, 2019

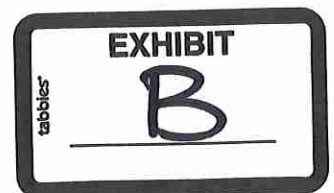
Mayor and Council Members,

City Engineering has inspected work for Faulkner Crossing – Phase 9 and confirms that streets and drainage were built to City standards. A two (2) year maintenance bond for 50% of street and drainage work has been submitted as well. All requirements from City Engineering have been met and therefore, City Engineering recommends the City accept all street and drainage work.

Sincerely,



Chris Wilbourn
Chief City Engineer



Cook, David

From: Spencer, Shawn
Sent: Friday, November 15, 2019 9:05 AM
To: Cook, David
Subject: Faulkner Crossing Phase 9 Streets

The Planning Department supports the acceptance of the streets located in Faulkner Crossing Phase 9. All requirements of the Planning Commission have been met.

Shawn Spencer
Planning Director



Bond Number: B3242407

THE CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **Rausch Coleman Arkansas Developers, LLC**

as Principal and THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, with principal office at Cincinnati, Ohio, as Surety, are held and firmly bound unto

City of North Little Rock

(hereinafter called the Obligee), in the penal sum of **\$56,682.82**

Fifty-six Thousand Six Hundred Eighty-two And 82/100THS

Dollars, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated this **17th** day of **October** **2019**

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee above named for **Faulkner Crossing Phase 9 Street & Drainage** and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Obligee;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if said Principal shall, for a period of **Two (2)** year(s) from the date of completion and Owner acceptance of the project, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period, aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its Home Office in the City of Cincinnati, Ohio, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default, and that no claim, suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

Rausch Coleman Arkansas Developers, LLC

(Principal)

(Seal)

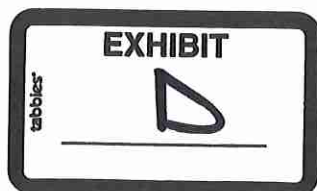
D. D. Coleman

(Title)

THE CINCINNATI INSURANCE COMPANY

By: *Mary Ann Justice*
Mary Ann Justice Attorney-in-fact

S-2400-A



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Marty C. Clark; Sam B. Hiller; Larry R. Clark; Scott R. Clark; Janice A. Butler; Elizabeth A. Solomon;
Shannon C. Schmidly; Mary Ann Justice and/or William Scott Whittenberg

of Fort Smith, Arkansas

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Million and No/100 Dollars (\$20,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 19th day of December, 2018.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Justice
Vice President

On this 19th day of December, 2018, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Keith Collett
KEITH COLLETT, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,
this 17th day of October, 2019



BN-1005 (12/18)

Scott R. Boen
Secretary

Bond # S008732

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, Boyles Construction, Inc., as Principal, and Employers Mutual Casualty Company as Surety, are held and firmly bound unto the City of North Little Rock, as Oblige, in the amount of \$20,804.00 for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


NOW, THEREFORE, the condition of this obligation is such that if the Principal, upon receiving notice within a period of one year from 10/30/2019 to 10/30/2021 from the date of this bond of and defects in the following improvements: Street & Drainage Maintenance for Faulkner Lake Crossing Phase 9 authorized by Plans and Specifications approved by the Owner shall promptly correct said defects in keeping with requirements of the Owner, then shall obligation be null and void; otherwise, it shall remain in full force and effect.

Any suit under this bond must be instituted before the expiration of three (3) months from the end of the period of notification referred to in the preceding paragraph thereof.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or their heirs, executors, administrators or successors of Owner.

Signed and Sealed this 30th day of October, 2019.

Boyles Construction, Inc.


Principal

Employers Mutual Casualty Company

Surety



Sherese D. Escovedo, Attorney-in-Fact

(Attach one copy of "Power of Attorney" to each copy of bond for person signing for the surety company.)



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

SHERESE D. ESCOVEDO

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such Instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1st, 2021, unless sooner revoked.

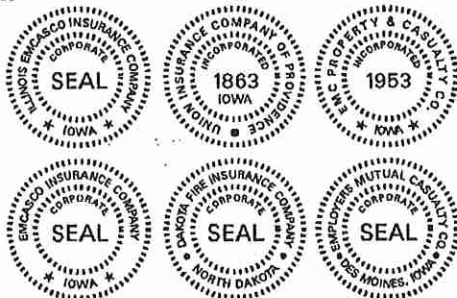
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



Bruce G. Kelley
 Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother
 Todd Strother
 Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

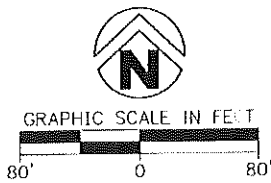
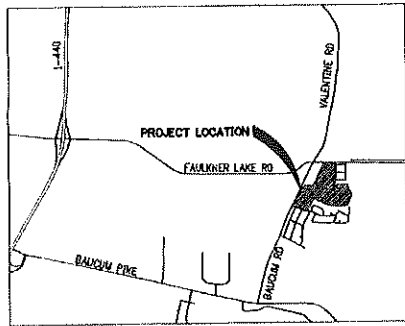
Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of October, 2019.

J. D. Clough
 Vice President



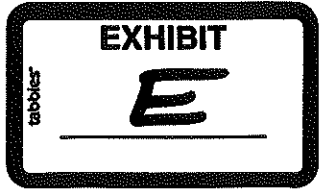
**Faulkner Crossing Ph. 9
North Little Rock, AR
Street Acceptance Exhibit**

Project No: 17105100
Issue Date: 10/25/2019
Contact:
Checked by:

Crafton Tull
ARCHITECTS & ENGINEERS
17105100

STATE OF ARKANSAS
DIVISION OF PUBLIC WORKS
REGISTERED PROFESSIONAL ENGINEER
No. 158

This document, and the plans and design incorporated herein, are an instrument of professional service, the property of Crafton Tull & Associates, Inc., and are to be used only in the part for any other project without the written authorization of Crafton Tull & Associates, Inc.



DRAWING: 2-17105100-FAULKNER-CROSSING-PH.9-AR-REG-STREET-ACCEPTANCE-EXHIBIT-9-SHEET-AC-EXHIBIT-E-FRAME.DWG
 LAYOUT: 10/25/2019, 10:25:20 AM, 10/25/2019, 4:22:43 PM
 LAST PLOTTED BY: TULLER, JEFFREY, 10/25/2019, 4:22:43 PM, PLOTTER: HP DesignJet 2400