

AN ORDINANCE ACCEPTING STREETS AND DRAINAGE FACILITIES WITHIN PHASE 8 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 8 of Faulkner Crossing located southeast of the intersection of Baucum Road and Faulkner Lake Road, 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 a maintenance bond in the amount of \$174,353.00 has 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 8 of Faulkner Crossing located southeast of the intersection Baucum Road and Faulkner Lake Road 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SECTION 3: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.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 8 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:

ATTEST:

Linda Robinson

Council Member Linda Robinson *BAF*

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields

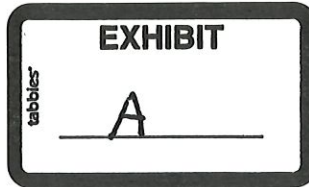
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	<u>11:55</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>11-21-17</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>S. Usery</u>			



Crafton Tull
architecture | engineering | surveying



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

501.664.3245 (ph)
501.664.6704 (fax)

November 15, 2017

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 8
North Little Rock, AR 72117
CTA No. 16104000

Dear Sirs and Madam:

We hereby requests acceptance of the public street and drainage facilities constructed with the development of Phase 8 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



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June 23, 2017

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

RE: Faulkner Crossing, Phase 8
North Little Rock, AR 72117
CTA No. 16104000

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:

1. Maintenance bond estimate.
2. Maintenance bond.
3. 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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June 23, 2017

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 8 – Street & Drainage Certification
North Little Rock, AR
CTA No. 16104000

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 \$348,706.00.

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 8

DATE: 6/14/17

DESC.: Street & Drainage Maintenance Bond Estimate

CTA #: 16104000

ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT PRICE	TOTAL
80.00	18" HDPE - Outside Roadway	LF	140	\$30.00	\$4,200.00
81.00	18" RCP - In Roadway	LF	53	\$50.00	\$2,650.00
82.00	24" HDPE - Outside Roadway	LF	330	\$36.00	\$11,880.00
83.00	23"x 14" RCHE	LF	26	\$105.00	\$2,730.00
84.00	30" HDPE - Outside Roadway	LF	143	\$65.00	\$9,295.00
85.00	38"x24" RCHE	LF	26	\$140.00	\$3,640.00
86.00	18" HDPE Flared End Section	EA	1	\$500.00	\$500.00
87.00	24" HDPE Flared End Section	EA	2	\$625.00	\$1,250.00
88.00	30" HDPE Flared End Section	EA	1	\$875.00	\$875.00
89.00	4" Diameter Curb Inlet	EA	6	\$3,100.00	\$18,600.00
90.00	5" Diameter Curb Inlet	EA	2	\$3,400.00	\$6,800.00
91.00	4" Diameter Junction Box	EA	1	\$3,200.00	\$3,200.00
92.00	4' Curb Inlet Extention	EA	7	\$550.00	\$3,850.00
93.00	5' Curb Inlet Extention	EA	6	\$650.00	\$3,900.00
22.00	2" ACHM Surface	SY	8,868	\$12.00	\$106,416.00
23.00	8" CL Base Course	SY	11,020	\$9.00	\$99,180.00
25.00	Curb & Gutter	LF	6,340	\$11.00	\$69,740.00
			SUBTOTAL		\$348,706.00
			50% BOND		\$174,353.00

Engineering Department



500 West 13th Street
North Little Rock, Arkansas 72114

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

November 17, 2017

Mayor and Council Members,

City Engineering has inspected work for Faulkner Crossing – Phase 7 and Phase 8 and confirms that streets and drainage were built to City standards. Two year maintenance bonds for 50% of street and drainage work for each phase have 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



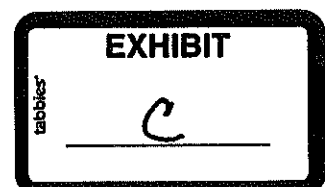
Klamm, Michael

From: Spencer, Shawn
Sent: Friday, November 17, 2017 9:07 AM
To: Klamm, Michael
Cc: Brad Peterson (Brad.Peterson@craftontull.com)
Subject: Rausch Coleman Homes, Faulkner Crossing, Phases 7 & 8 - Street Acceptance

Follow Up Flag: Follow up
Flag Status: Flagged

Mike,
The Planning Department is supportive of the acceptance of streets in Faulkner Crossing Phase 7/8.
All requirements from the Planning Department have been met.

Shawn Spencer
Planning Director



**MAINTENANCE
BOND**

BOND NO. 2217834

KNOW ALL MEN BY THESE PRESENTS:

That we, Craig Custom Construction LLC, as Principal, and North American Specialty Insurance Company, as Surety, are held and firmly bound unto Rausch Coleman Homes, as Obligee, in the sum of One Hundred Seventy-four Thousand Three Hundred Fifty-three And No/100THS Dollars (\$174,353.00), for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract with Obligee dated 2/16/2017 for: Faulkner Lake Crossing Phase 8-Street and Drainage and the Principal is required to guarantee the work under said contract against defects in materials or workmanship.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, if Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense defects in materials or workmanship in the said work which may develop during the period of time beginning June 6, 2017 and expiring June 6, 2019, or shall pay over, make good and reimburse to the Obligee losses sustained by reason of failure or default of said Principal to do so, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, this bond may be extended at the sole option of the Surety by continuation certificate executed by the Surety and the Principal. Neither non-renewal by Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond. Regardless of the number of times this bond is extended, the liability of the Surety shall not be cumulative in amounts and shall in no event exceed the amount set forth above, or as amended by rider.

PROVIDED FURTHER, HOWEVER that any suit under this bond shall be commenced no later than year(s) from the expiry date noted above. If this limitation is prohibited by any applicable law, 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 on the expiry date noted above.

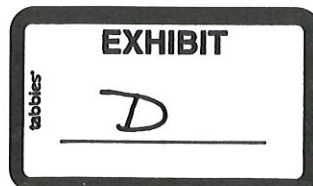
Signed and dated this 15th day of November, 2017

Craig Custom Construction LLC
Principal

By: _____
Name/Title:

North American Specialty Insurance Company

By: Mary Jo Zakrzewski
Mary Jo Zakrzewski, Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

CHERI LYNN IRBY, MARY JO ZAKRZEWSKI,

JOSHUA D. TRITT, JAMES B ROGERS JR., and MICHAEL L. TULLIS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:


"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22 day of August, 2017.

North American Specialty Insurance Company
Washington International Insurance Company

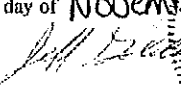
State of Illinois ss:
County of Cook

On this 22 day of August, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of November, 2017.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

