O-21- 108

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE DEDICATION OF PUBLIC STREET AND DRAINAGE FACILITIES CONSTRUCTED WITH THE DEVELOPMENT OF PHASE 11 OF FAULKNER CROSSING IN THE CITY OF NORTH LITTLE ROCK; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the developers of the public street and drainage facilities of Phase 11 of Faulkner Crossing have requested that the City of North Little Rock accept the dedication of the facilities (see Exhibit A attached hereto); and

WHEREAS, the said facilities were completed according to plans and specifications, and the North Little Rock City Engineer and the North Little Rock Planning Commission have duly approved the street dedication; and

WHEREAS, a two-year maintenance bond totaling $65,838.10 has been provided to the City (see Exhibit B 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 public street and drainage facilities constructed with the development of Phase 11 of Faulkner Crossing in the City of North Little Rock, Pulaski County, Arkansas (see Street Acceptance attached hereto as Exhibit C).

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SECTION 3: That all ordinances of parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.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 above-mentioned facilities of Phase 11 of Faulkner Crossing were completed pursuant to plans and specifications and the acceptance thereof will insure the proper and orderly growth and development 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 Terry C. Hartwick

SPONSORS:

Council Member Linda Robinson

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 11:20 A.M. _____ P.M.

By A. Fields

DATE 12·21·21

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY S. Ussery

EXHIBIT
A

Crafton Tull
architecture | engineering | surveying

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

501.664.3245 (ph)
501.664.6704 (fax)

December 1, 2021

Honorable Terry Hartwick, 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 11
North Little Rock, AR 72117
CTA No. 17105201

Dear Sirs and Madam:

We hereby requests acceptance of the public street and drainage facilities constructed with the development of Phase 11 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

EXHIBIT
tabbies
B

MAINTENANCE BOND

#S027568

KNOW ALL MEN BY THESE PRESENTS:

That we, Grant Garrett Excavating, Inc., as Principal, and Employers Mutual Casualty Company, as Surety, are held and firmly bound unto City of North Little Rock of the State of Arkansas, in the full and just sum of $65,838.10, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 18 day of November, 2021.

The conditions of this obligation are such that, whereas, said Principal has by a certain contract between City of North Little Rock and Rausch Coleman Arkansas, Developer, LLC, dated the _____ day of _____,20___, agree to construct Faulkner Crossing Subdivision Phase 11- Streets and Drainage or improvements in exact accordance with the bid of such principal and according to certain Plans and Specifications heretofore made, adopted, and placed on file and to maintain the said improvements in good condition for a period of Two year(s) from the date of acceptance.

NOW, THEREFORE, if said Grant Garrett Excavating, Inc. for improvements for the period of Two year(s) from and after the completion and acceptance of said improvements, shall maintain in good condition the said improvements, then this obligation to be void; otherwise to remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements in good condition for the said period of Two year(s) and at any time repairs shall be necessary, that the cost of making said repairs shall be determined by the City of North Little Rock _____ or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained, shall not be paid the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction and that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond, as the condition of the improvements may require.

Grant Garrett Excavating, Inc.

Principal

BY GERALD GREGORY

BY Employers Mutual Casualty Company

Surety

BY Cindi L. Smith, Attorney-in-fact

CD-20

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

EMC INSURANCE

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:

CINDI L SMITH

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid 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.

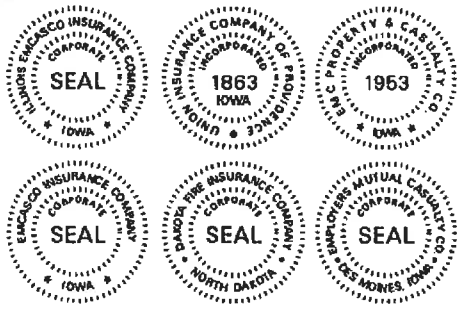
AUTHORITY FOR POWER OF ATTORNEY

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 30th day of March, 2020.

Seals



Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean 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, Executive Vice President, Chief Legal Officer and/or Secretary, 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 Scott R. Jean 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

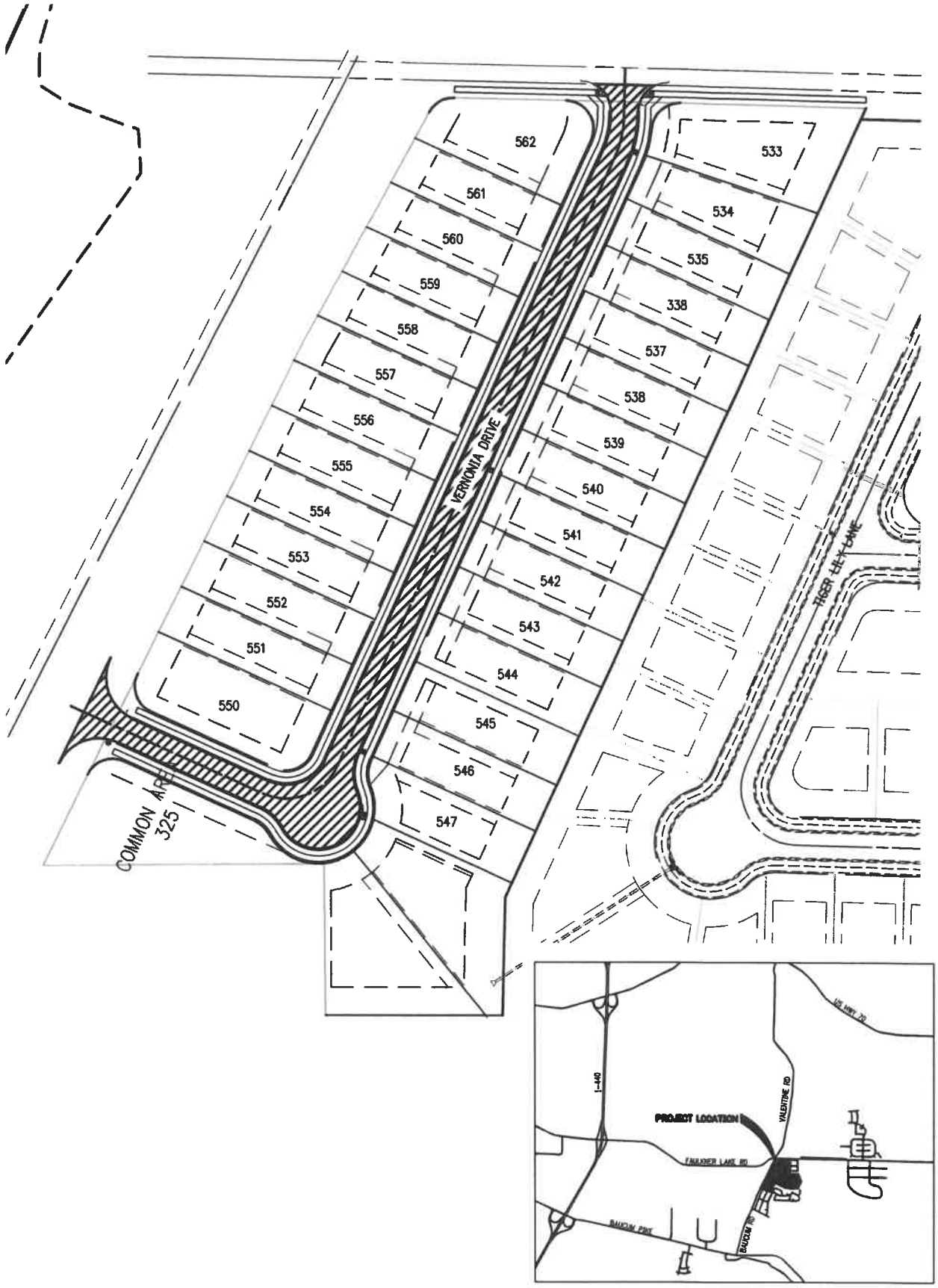
CERTIFICATE

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 30th day of March, 2020, 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 18 day of November, 2021

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."



GRAPHIC SCALE IN FEET

80' 0 80'

North Little Rock, AR

Crafton Tull

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.

Project No: 17105201
Issue Date: 11.22.2021
Contact:
Checked by:

Faulkner Crossing Ph. 11
Street Acceptance
Exhibit

EXHIBIT
C

DRAWING: Z:\17105201_FAULKPH11\INFRASTRUCTURE\CIVIL\REC\NLR ENGINEERING\STREET ACCEPTANCE\STREET ACCEPTANCE Exhibit.DWG
LAYOUT: LAYOUT1 , LAST SAVED: TF1387, 11/22/2021 3:23:35 PM
LAST PLOTTED BY: TYLER FEEMSTER 12/1/2021 9:00:38 AM ("PLOTTED BY" VALID ON HARD COPY ONLY)