

RESOLUTION 11-89

A RESOLUTION TO REDUCE THE EXISTING PERFORMANCE BOND FOR ROYALTON WOODS SUBDIVISION, SECTION ONE

WHEREAS, a Performance Bond is currently in place for this development; and

WHEREAS, the Performance Bond has an “otherwise to remain in full force and effect” clause so it will only be terminated on request of the City of Spring Hill; and

WHEREAS, the existing bond is guaranteeing the performance of certain public improvements; and

WHEREAS, the following public improvements are required:

Water, Sewer, Storm Water Drainage and Detention Ponds, Streets and Curbs and final topping to all streets with 1 ½ inches of hot mix and asphalt; and

WHEREAS, to date, public improvements have not been accepted by the City and therefore a performance bond is required; and

WHEREAS, it is the recommendation of the Planning Commission that the existing Performance Bond be reduced from the amount of \$367,893.75 to \$148,894.00; and

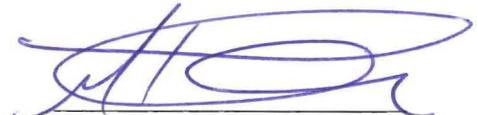
WHEREAS, it is anticipated that the date of completion for the above referenced public improvements will be within the twelve (12) month period from the date of this resolution and in case such improvements are not completed in a timely manner, the Performance Bond does not expire; and

WHEREAS, the developer is required under Article III, Section 3-102.201 of the Subdivision Regulations to submit an “as-built” survey of the public improvements including water, sewer and drainage; and

WHEREAS, upon completion of the public improvements listed above, the Developer will be required to file a “maintenance” bond guaranteeing performance of the public improvements for an additional one year period with the Planning Commission after the dedication and acceptance of such public improvements by the Board of Mayor and Aldermen.

NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill, Board of Mayor and Aldermen, that a reduction of the existing Performance Bond for Royalton Woods Subdivision, Section One to the amount of \$148,894.00 is hereby approved.

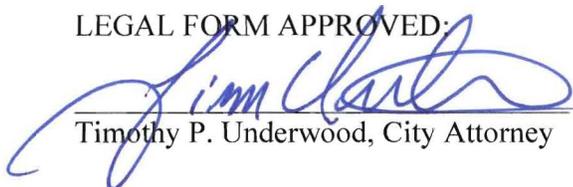
Passed and adopted this 19th day of September, 2011.


Michael Dinwiddie, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Timothy P. Underwood, City Attorney

**RESOLUTION 11-24 OF THE
PLANNING COMMISSION
OF THE CITY OF SPRING HILL, TENNESSEE**

**A RESOLUTION TO REDUCE THE EXISTING PERFORMANCE BOND FOR
ROYALTON WOODS SUBDIVISION – SECTION ONE**

WHEREAS, a Performance Bond is currently in place for this development; and

WHEREAS, the Performance Bond has an “otherwise to remain in full force and effect” clause so it will only be terminated on request of the City of Spring Hill; and

WHEREAS, the existing bond is guaranteeing the performance of certain public improvements; and

WHEREAS, the following public improvements are required:

Water, Sewer, Storm Water Drainage and Detention Ponds, Streets and Curbs and final topping to all streets with 1 ½ inches of hot mix and asphalt; and

WHEREAS, to date, public improvements have not been accepted by the City and therefore a performance bond is required; and

WHEREAS, it is the recommendation of the Codes Department that the existing Performance Bond be reduced from the amount of \$367,893.75 to \$148894.00; and

WHEREAS, it is anticipated that the date of completion for the above referenced public improvements will be within the twelve (12) month period from the date of this resolution and in case such improvements are not completed in a timely manner, the Performance Bond does not expire; and

WHEREAS, the developer is required under Article III, Section 3-102.201 of the Subdivision Regulations to submit an “as-built” survey of the public improvements including water, sewer and drainage; and

WHEREAS, upon completion of the public improvements listed above, the Developer will be required to file a “maintenance” bond guaranteeing performance of the public improvements for an additional one year period with the Planning Commission after the dedication and acceptance of such public improvements by the Board of Mayor and Aldermen.

NOW, THEREFORE BE IT RESOLVED, by the Spring Hill Planning Commission that a reduction of the existing Performance Bond for Royalton Woods Subdivision, Section One to the amount of \$148894.00 is hereby recommended to the Board of Mayor and Aldermen.

Passed and adopted this 12th day of September, 2011.

Jonathan Schwartz, Chairman

Michael Dinwiddie, Secretary

CHECKLIST

Information for Planning Commission Packets

Deadline: August 15, 2011

Development: Royalton Woods, Sec. 1

- Draft Resolution 11-24
- Bond Information Sheet Draft 8-4-11
- Copy of Bond
- Copy of Recorded Plat or Aerial
- Developer Request for Reduction
- Cost Estimate for Reduction HMA Contractors
7-8-2011
- Correspondence
- Initial Letter NA
- Bond Recon Complete
- Bond Application Form submitted by Michael Smith
7-18-11
- Inspection Log (for new bonds) NA
- Copies of Packet Completed

City of Spring Hill
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174
Phone: 931.486.2252 ext. 211
Fax: 931.486.3596



For additional information, send inquiries to:
Chris Brooks (cbrooks@springhilltn.org)

APPLICATION FOR SURETY

PROJECT NAME: Royalton Woods PHASE: I SECTION: 1
OF LOTS APPROVED: _____ # OF LOTS REMAINING: _____
SURETY TYPE: MAINTENANCE PERFORMANCE RESTORATION
POSTED WITH: LETTER OF CREDIT PERFORMANCE BOND CASH
SURETY AMOUNT: \$367,893⁷⁵ EXPIRATION DATE: Does not Exp.
AUTOMATIC RENEWAL CLAUSE INCLUDED WITH SURETY: Y N
PURPOSE OF SURETY: Water, sewer, storm water & Roads

NAME OF FINANCIAL INSTITUTION: NGM Ins. Co. SURETY #: 06-0014788
CONTACT PERSON: John Spann EMAIL: _____
ADDRESS: 710 Thompson Lane CITY, STATE, ZIP: Nashville, TN 37204
PHONE NUMBER: 615-383-8000 FAX NUMBER: 615-383-8926

NAME OF OWNER/DEVELOPER OR REPRESENTATIVE: RW Dev. Inc / Michael Smith
ADDRESS: P.O. Box 146 CITY, STATE, ZIP: Arrington, TN 37014
PHONE NUMBER: 615-300-5301 FAX NUMBER: _____
EMAIL: DeBT Solutions LLC@Comcast.net

ACTION REQUEST

I (WE) REQUEST THAT THE FOLLOWING ACTION BE TAKEN:

- ESTABLISH NEW SURETY
- REQUEST FINAL INSPECTION AND RELEASE OF SURETY
- REQUEST REDUCTION OF SURETY AMOUNT
- REQUEST EXTENSION OF SURETY FOR (1) YEAR
(PLEASE PROVIDE PROOF OF DIFFICULTY BELOW)

EXPLANATION FOR PROOF OF DIFFICULTY: _____

Michael Smith / 7/18/11
Applicant Signature / Date

BOND INFORMATION SHEET

Site Name: Royalton Woods Subdivision, Section 1

Type of Bond:	Subdivision Bond	Original Bond Amount:	\$367,893.75	Type of Action Requested:
Bond #:	S-641104	Current Bond Amount:		Bond Renewal <input type="checkbox"/>
Bond Issued:	18-Dec-06	25% of Original Amount:	\$91,973.44	Bond Reduction <input checked="" type="checkbox"/>
Expiration Date:	Does Not Expire	(Per Section 3-102.202 of Sub. Regs)		Bond Release <input type="checkbox"/>

Past Actions

Date:	Type of Action:	Amount:	Reason:
11/16/2009	BOMA 09-102 Resolution	\$2,500.00	Draw from Bond Amount for delinquent electric bills for pump station

Required Installation

Streets	
Binder Installed:	Yes
Road Base:	Stone
Compaction Test Submitted:	No
Curb Installed:	Yes
Final Topping installed:	No
Street Signs Installed:	Yes
Street Lights Required:	Yes
Side Walks Required:	Yes

Sewer	
Sewer Line Installed:	Yes
Sewer Line Tested:	10/11/2006
Pump Station Required:	Yes
"As Built" Drawings Submitted:	Yes
Meets City Specifications:	Yes

Storm Water Drainage System	
System Installed:	Yes
"As Built" Drawings Submitted:	No
Meets City Specifications:	Yes

Water	
Water Line Installed:	Yes
Water Line Tested:	10/11/2006
"As Built" Drawings Submitted:	No
Meets City Specifications:	Yes

BOND INFORMATION SHEET

Site Name: Royalton Woods Subdivision, Section 1

Miscellaneous Site Information

Total Number of Lots:	65	Developer:	Michael Smith
Current Number of Available Building Lots:	36	In Bankruptcy:	No
Amenities:	Complete:	No	
1			
2			
3			

Staff Comments:

2. A final walk through inspection will need to be requested and completed prior to release of the performance bond and establishment of a maintenance bond.
3. Sidewalks are installed as Builders construct homes
4. Street lights are installed
5. This bond does not expire unless released by the City
6. As-Builts have not been submitted for water or storm drainage
7. Amenities are advertised but none shown on final plat
8. Street signs are missing and will need to be replaced.

Staff Recommendation:

Recommend to reduce the bond based on estimate from HMA Contractors and City inspection conducted to the amount of \$148894.00 and as-builts be submitted for public infrastructure.

Chris Brooks
Director of Building and Codes
City of Spring Hill



CONTRACTORS, L.L.C.

Post Office Box 727 Mt. Juliet, TN 37121
 Telephone (615)773-0216 Fax (615)773-0203

HMA Contractors, L.L.C. Submits the Following Proposal:		PHONE:	DATE:
		FAX:	6/28/2011
COMPANY NAME:	JOB DESCRIPTION:		
Michael Smith	BUDGET PRICES for Topping @ Royalton Woods		
STREET:	ADDRESS:		
CITY:	STATE:	CITY:	COUNTY:
	TN		
CONTACT:	PLANS DATE:		
Michael Smith			

We submit below specifications and estimates for:

1. Paving approx 15,200 SY to include:
 - A. Remove and Replace approx 700 SY with 2-inches of BM
 - B. Tack Coat as needed
 - C. Place 1.5-inch average compacted thickness Asphaltic Concrete Surface "E" Mix

Remove and Replace	\$	20,000.00
Topping	\$	83,540.00
	\$	103,540.00

Inclusions:

- Mobilizations (1 Paving)

Exclusions:

- Excavation
- Bonds, Fees, Permits, Testing
- Construction Layout
- Backfill Behind Curbs
- Concrete Flatwork including stone
- Adjustment of existing manhole/storm structures
- Asphalt or Curb Repair

* Prices good through 2011 Paving Season

* Due to the volatility in the petroleum industry this project has been priced utilizing an asphalt cement (Bituminous Material) escalator/de-escalator. Contract billings will be adjusted when work is performed in a month that the Tennessee Department of Transportation Monthly Bituminous Material Index increases or decreases from the Basic Bituminous Material Index by five (5) percent or more.

The Basic Bituminous Material Index for this project is:	\$	514.09
Project Bituminous Material, Approximately:	AC-	60 tons

This is a proposal, subject to the Credit Approval of HMA Contractors, L.L.C., hereby proposing to furnish labor and materials and complete the work in accordance with the above specifications for the sum of

Dollars

(\$ SEE ABOVE) and/or unit prices specified above. The other party to this contract agrees to make monthly progress payments to HMA Contractors L.L.C. on account of work performed under this contract, unless otherwise expressly stated, until all work has been satisfactorily completed and invoiced, following which final payment will be made within thirty (30) days. The monthly progress payments shall be paid within ten (10) days following the end of the previous month, or mailing of the invoice from HMA Contractors L.L.C., whichever is later, wherein the other party to this contract is also the owner of the project. In case the other party to this contract is another tiered contractor, the monthly progress payments paid by him to HMA Contractors, L.L.C. shall be made within thirty (30) days following the end of the previous month, or mailing of the invoice from HMA Contractors, L.L.C., whichever is later.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any additional work, alterations, or deviations from the applicable specifications involving extra

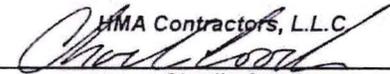
work will be an extra charge above the amount of this contract. Such extra work must be agreed upon by both parties before work is commenced, either by written change order, or a field work order signed by both parties. All agreements are contingent upon strikes, accidents, or delays beyond our control. The other party to this contract agrees to carry all necessary insurance to protect the work and to provide adequate protection for himself. HMA Contractors, L.L.C. is insured for Workers Compensation, public liability (including blasting coverage), and automobile liability.

In the event payment is not made to HMA Contractors, L.L.C. within the time stated herein above, the other party to this contract agrees to pay interest at the maximum legal rate on the unpaid balance until the account is paid in full.

In the event this contract or account is placed in the hands of an attorney for enforcement or collection, the other party to this contract agrees to pay all costs, expenses, and attorney fees incurred by HMA Contractors, L.L.C.

For further consideration of this contract, the contractor involved in this contract agrees to notify HMA Contractors, L.L.C. in writing simultaneously with the filing of Notice of Completion with the Register's office in the county in which the property is located or elsewhere.

This proposal is to be controlling whether attached or not into any other document with this proposal superseding and/or overriding any conflicts therewith. This is to include but not limited to any exclusions and conditions that may be listed.

By: HMA Contractors, L.L.C.
 , ESTIMATOR
Charlie Coode

Proposal is withdrawn if not accepted within 30 days.

We Accept the Proposal as Specified Above.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner, Prime Contractor

ACCEPTED:
Date: _____

By _____
Authorized Signature

Zimbra

cbrooks@springhilltn.org

Royalton Woods Walk Through - MS4

From : Steven Warf <swarf@springhilltn.org>

Fri, Aug 12, 2011 01:14 PM

Subject : Royalton Woods Walk Through - MS4

To : Chris Brooks <cbrooks@springhilltn.org>

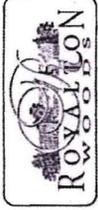
Suspected pipe separation at corner of 3000 Manchester Dr

Sediment Basin Overgrown/ remove trees and overgrowth

Ragged Filter Material on various catch basins and area drains/ remove

Soil eroding into roadway in a few areas/ stabilize

4C



ADDRESSES (LOCATIONS 1)

LOT 1	1000 BEVERLY LANE
LOT 2	1000 BEVERLY LANE
LOT 3	1000 BEVERLY LANE
LOT 4	1000 BEVERLY LANE
LOT 5	1000 BEVERLY LANE
LOT 6	1000 BEVERLY LANE
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LOT 64	1000 BEVERLY LANE
LOT 65	1000 BEVERLY LANE

NOTES
 IF PROPERTY IS OWNED BY CITY AUTHORITIES
 IN THE CITY OF SPRING HILL, TN
 BY THE CITY ENGINEER AND THE
 PLATTED SHOWS OTHERWISE

PROPERTY IS INSIDE CITY LIMITS
 OF SPRING HILL, TENNESSEE
 SEE PLAT PREVIOUSLY
 RECORDED IN PLAT BOOK PAGES 109 AND 140
 DATE DECEMBER 20TH, 2005

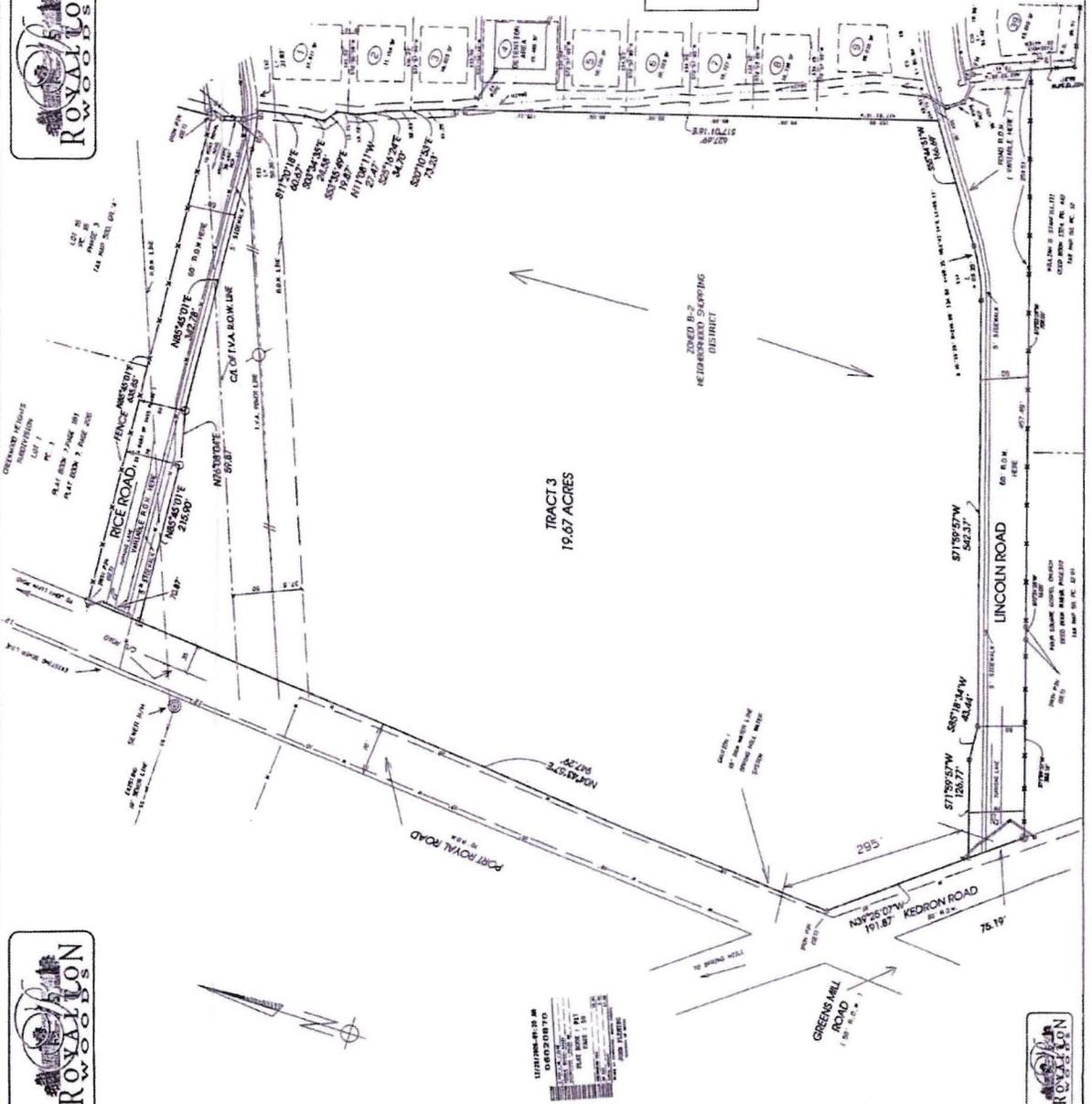


TAX MAP 90, PARCELS 171

1	6-10-06	RECORDED CITY COMMENTS
2	7-17-06	ADDED ADDITIONAL CITY COMMENTS
3	11-19-06	ADDED ADDITIONAL CITY COMMENTS
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65	11-19-06	ADDED ADDITIONAL CITY COMMENTS



JAMES R. WEBB
 ENGINEER
 1000 BEVERLY LANE
 SPRING HILL, TN 37174
 (615) 201-1111



UTM ZONE 18 Q
 06020870
 EASTING 181111
 NORTHING 181111
 DATUM NAD 83
 SCALE 1:10000
 DATE 11/19/06



04-37 D
 JAMES R. WEBB
 ENGINEER/SURVEYOR
 1000 BEVERLY LANE
 SPRING HILL, TN 37174
 (615) 201-1111

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **John A Spann III, Gwen K Spann, Lee Spann, Cindy Foster, Juanita Kirby, John A Spann IV, Michelle Eldridge, David Fleming, Janice S Fleming**-----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00) -----

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof, such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Corporate Secretary and its corporate seal to be hereto affixed this 1st day of March, 2006.

NGM INSURANCE COMPANY By:



William C. McKenna
Corporate Secretary



State of Florida,
County of Duval.

On this March 1, 2006 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came William C. McKenna of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 1st day of March, 2006.



P. A. Harrell
Commission # DD464125
Expires August 21, 2009
Equal Opportunity Insurance Inc. 800-365-1010

I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

1st day of December 2006



SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, Royalton Woods Development, Inc.
 (hereinafter called the Principal),
 as Principal, and NGM Insurance Company
 (hereinafter called the Surety), as Surety,
 are held and firmly bound unto City of Springhill (hereinafter
 called the Obligee), in the full and just sum of THREE HUNDRED, SIXTY
 SEVEN THOUSAND, EIGHT HUNDRED NINETY THREE DOLLARS & 75/100*****
 (\$ 367,893.75)
 to the payment of which sum, well and truly to be made, the said
 Principal and Surety bind themselves, and their respective heirs,
 administrators, executors, successors and assigns, jointly and
 severally, firmly by these presents.

WHEREAS, the Principal is the owner of a certain tract of land in
 Spring Hill, Maury County, more particularly described as follows:
 Royalton Woods, Section 1

WHEREAS, The Principal has entered into an agreement with the Obligee,
 wherein the Principal agrees to construct the following:

Royalton Woods, Section 1
 in said tract.

NOW, THEREFORE, the condition of this obligation is such that, if
 the Principal shall faithfully perform the terms of said agreement
 on (his) (its) part shall fully indemnify and save harmless the
 Obligee from all cost and damage which the Obligee may suffer by
 reason of failure so to do and shall fully reimburse and repay
 the Obligee all outlay and expense which the Obligee may incur
 in making good any such default, then this obligation shall be
 null and void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have signed and
 sealed this instrument this 18th day of December, 2006.

Royalton Woods Development, Inc.

BY: Michael M. Jones
 PRINCIPAL

BY: [Signature]
 John A. Spann III

SI SPANN INSURANCE, INC.
 ALL KINDS OF INSURANCE & BONDS
 710 Thompson Lane
 P. O. Box 40386
 Nashville, TN 37204
 Telephone: (615) 383-9000
 Fax: (615) 383-8926



@N 11/29/11

FINAL RELEASE AND ASSIGNMENT

IN CONSIDERATION OF, AND UPON RECEIPT AND NEGOTIATION OF, the payment of One Hundred Forty-Eight Thousand Eight Hundred Ninety-Four and 00/100 (\$148,894.00) Dollars, the undersigned Obligee releases Surety from all claims of any nature which the undersigned may have against said company as surety on bond covering the following obligation:

Name of Principal: Roylton Woods Development, Inc.

Name of Obligee: City of Spring Hill, TN

Name of Surety: NGM Insurance Company

Description of Obligation: Roylton Woods, Section 1, Bond # S-641104

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim against said Principal; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby acknowledges that the bond is declared cancelled, null and void.

Obligee: City of Spring Hill, TN

By: [Signature]

Title: Mayor

Date: 11/29/11

Sworn to and subscribed before me on this the 29th day of November, 2011.

Melissa Stahl
Notary Public

12/18/12
My Commission Expires



Zimbra

jimsmith@springhilltn.org

FW: NGM / Royalton - Final Release and Assignment

From : John Gillum <JGILLUM@manierherod.com>

Tue, Nov 29, 2011 02:43 PM

Subject : FW: NGM / Royalton - Final Release and Assignment 1 attachment**To :** 'jimsmith@springhilltn.org'
<jimsmith@springhilltn.org>

Jim:

As per my previous call to you, this will confirm that my client, NGM Insurance Company, will pay \ \$148,894.00 for a release and discharge of the subdivision bond. Attached is the Final Release and Assignment form which will need to be executed and returned to me. I will mail to you the settlement check.

If you have questions, please contact me.

John

John M. Gillum
Manier & Herod, PC
150 Fourth Avenue North, Suite 2200
Nashville, TN 37219

**MANIER-#488178-v1-Surety_Release_and_Assignment.DOC**

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