

RESOLUTION 13-13

**A RESOLUTION TO ESTABLISH A MAINTENANCE BOND FOR
DAKOTA POINTE – PHASE 1 & 2**

WHEREAS, the following improvements have been constructed pursuant to the Final Plat:
*Water, Sewer, Storm Water Drainage and Basins, Streets and Curbs, Sidewalks,
Street Lights and Final Topping to all streets with 1 ½ inches of hot mix asphalt;
and*

WHEREAS, to date, the following improvements have not been completed and/or accepted by the City (Sidewalks on two lots in Phase 1); and

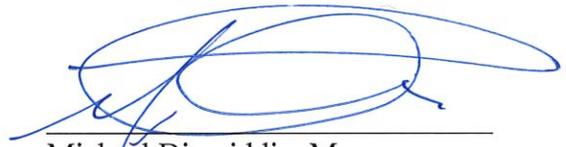
WHEREAS, pursuant to Article III, Section 3-103 of the Subdivision Regulations, upon completion of the public improvements listed above, the Developer will be required to file a “maintenance” bond guaranteeing performance of the public improvements for an additional one year period with the Planning Commission after the dedication and acceptance of such public improvements by the Board of Mayor and Aldermen.

WHEREAS, therefore a one year Maintenance Bond is required; 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 storm drainage; and

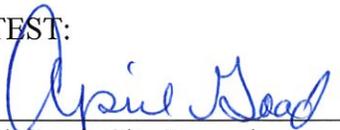
WHEREAS, it is the recommendation of the Planning Commission that the existing Letter of Credit be reduced for twelve (12) months, to the amount of \$28,606.00,

NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen that a Maintenance Bond be established in the amount of \$28,606.00 for Dakota Pointe Phase 1 & 2 for one year is hereby approved.



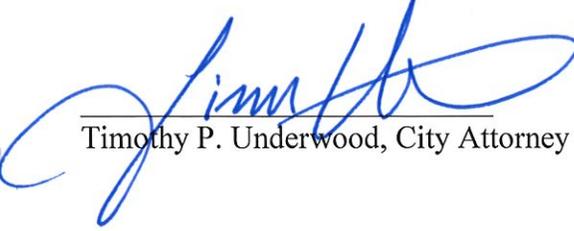
Michael Dinwiddie, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Timothy P. Underwood, City Attorney

**RESOLUTION 13-01 OF THE
PLANNING COMMISSION
OF THE CITY OF SPRING HILL, TENNESSEE**

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DAKOTA POINTE – PHASE 1 & 2**

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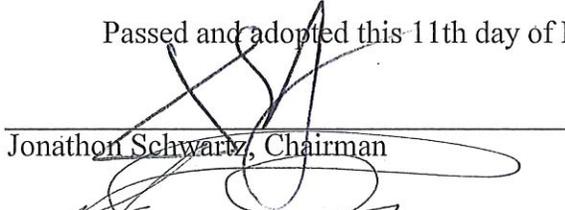
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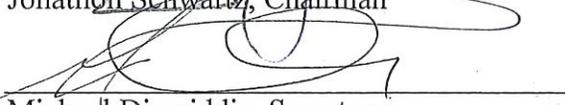
WHEREAS, it is the recommendation of the Codes Department that the existing Letter of Credit be reduced for twelve (12) months, to the amount of \$28,606.00; and

NOW, THEREFORE BE IT RESOLVED, by the Spring Hill Planning Commission that a Maintenance Bond be established in the amount of \$28,606.00 for Dakota Pointe Phase 1 & 2 for one year is hereby recommended to the Board of Mayor and Aldermen.

Passed and adopted this 11th day of February, 2013.



Jonathon Schwartz, Chairman



Michael Dinwiddie, Secretary

City of Spring Hill
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174
Phone: 931.486.2252 ext. 214
Fax: 931.486.3596



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

APPLICATION FOR SURETY

PROJECT NAME: DAKOTA POINT PHASE: 1+2 SECTION: _____
OF LOTS APPROVED: 100 # OF LOTS REMAINING: 4
SURETY TYPE: MAINTENANCE PERFORMANCE RESTORATION
POSTED WITH: LETTER OF CREDIT PERFORMANCE BOND CASH Insurance Bond
SURETY AMOUNT: \$ 75,000.00 EXPIRATION DATE: 8-13-2013
AUTOMATIC RENEWAL CLAUSE INCLUDED WITH SURETY: Y/N
PURPOSE OF SURETY: MAINTENANCE

NAME OF FINANCIAL INSTITUTION: COMMUNITY FIRST SURETY #: _____
CONTACT PERSON: CRAIG HARRIS EMAIL: _____
ADDRESS: 5015 JIM CAMPBELL CITY, STATE, ZIP: COLUMBIA TN
PHONE NUMBER: 931-490 6686 FAX NUMBER: _____

NAME OF OWNER/DEVELOPER OR REPRESENTATIVE: E.C. Development
ADDRESS: BOX 995 CITY, STATE, ZIP: COLUMBIA TN 38402
PHONE NUMBER: _____ FAX NUMBER: 931-381 6517
EMAIL: _____

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: _____

[Signature] 12-20-12
Applicant Signature / Date

ROGERS GROUP, INC.

2880 Waynesboro Highway
Lawrenceburg, TN 38464
931-762-8189

INVOICE

TO: Cyrel Evers Columbia, Maury County, Tennessee	ESTIMATE NO: 1 INVOICE DATE: 11/27/2012
RE: Dakota Point Section 1 & 2 Resurface Spring Hill, Williamson County, Tennessee	Customer Number: 37178782 Rogers Group Job No.: 015959 INVOICE NO.: 015959-A Per Proposal Number 092712CER2

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	TOTAL QUANTITY INSTALLED	QUANTITY PREVIOUS ESTIMATE(S)	QUANTITY CURRENT ESTIMATE	CURRENT INVOICE AMOUNT
1	1 1/2" E Mix Surface Asphalt	SY	\$ 6.65	14,735	0.00	14735.000	\$ 97,987.75
2	12" x 8" Extruded Curb	LF	\$ 15.00	100.00	0.00	100.000	\$ 1,500.00
3	2 1/2" BM Mix Binder Course (Roadway Repair	SY	\$ 9.24	1600	0.00	1600.000	\$ 14,784.00
4	2 1/2" Milling Binder Course (Sakari Circle)	SY	\$ 4.07	1600	0.00	1600.000	\$ 6,512.00
5	Tack Coat	SY	\$ 0.15	14735	0.00	14735.000	\$ 2,210.25
5	Repair Manhole Catch Basin	LS	\$ 1,000.00	1	0.00	1.000	\$ 1,000.00

GRAND TOTAL FOR CURRENT INVOICE AMOUNT: \$ 123,994.00

(A) ORIGINAL CONTRACT AMOUNT.....			\$ 122,994.00
(B) CHANGE ORDER TOTAL.....			\$ 1,000.00
(C) CURRENT CONTRACT AMOUNT.....			\$ 123,994.00
(D) ORIGINAL CONTRACT WORK COMPLETED.....			\$ 122,994.00
(E) CHANGE ORDER WORK COMPLETED.....			\$ 1,000.00
(F) TOTAL COMPLETED TO DATE (D)+(E).....			\$ 123,994.00
(G) LESS RETAINAGE ON COMPLETED WORK (F)X 5%.....			\$ -
(H) NET FOR COMPLETED WORK (F)-(G).....			\$ 123,994.00
(I) LESS PREVIOUS BILLINGS.....			\$ -
(J) AMOUNT DUE THIS ESTIMATE.....			\$ 123,994.00

(K) PERCENT OF WORK COMPLETE TO DATE (F)/(C)..... 100.00%

By delivery of these services, we acquire lien rights on the property improved. Notice is given that if this invoice is not paid in the ordinary course of business, this company will exercise said rights.

Remit to P.O. Box 102798, Atlanta, GA 30368-2798

Zach Watkins
931-242-7256

FORM FOR OFFER OF
IRREVOCABLE DEDICATION

AGREEMENT made this 9 day of Jan 2013, by and between the City of Spring Hill a municipal corporation, having its office and place of business at 199 Town Center Parkway, Spring Hill, Tennessee, hereinafter designated as the "City" and EG Development, a Company, having its office and place of business at P.O. Box 995 Columbus TN hereinafter designated as the "developer". 38402

WHEREAS, the Spring Hill Planning Commission is in the process of approving a subdivision plat entitled DAKOTA POINTE #2 dated _____ and prepared by MARTIN ENGR. & SURVEING, LLC and

WHEREAS, said plat designates certain public improvements consisting of Roads & right-of-ways, sewer, water, storm drain & sidewalks to be dedicated to the City of Spring Hill free and clear of all encumbrances and liens, pursuant to the requirements of the Spring Hill Planning Commission and the City; and

WHEREAS, the Developer, simultaneously herewith, shall post a performance surety with the City for the construction, maintenance, and dedication of said improvements, if required;

WHEREAS, the Developer is desirous of offering for dedication the said improvements and land to the City more particularly described in Schedule NA attached hereto;

WHEREAS, the Developer has delivered Documents of conveyance to the city for the said land and improvements as described herein;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) lawful money of the United States paid by the City to the Developer and other good and valuable consideration, it is mutually AGREED as follows:

- A. The Developer herewith delivers to the City Documents of conveyance for the premises described in Schedule NA attached hereto, said delivery being a formal offer of dedication to the City until the acceptance or rejection of such offer of dedication by the City.
- B. The Developer agrees that said formal offer of Dedication is irrevocable and can be accepted by the City at any time.
- C. The Developer agrees to complete the construction and maintenance of the land and improvements pursuant to the performance surety and the requirements of the Spring Hill Planning Commission and any ordinances, regulations, requirements, covenants, and agreements that may be imposed by the City with respect thereto and, upon acceptance by the City of the offer of dedication, furnish to the City a sworn statement certifying that the premises are free and clear of all liens and encumbrances and shall furnish to the City a check for all necessary fees and taxes to record the Documents heretofore delivered.
- D. That this irrevocable offer of dedication shall run with land and shall be binding on all assigns, guarantees, successors, or heirs of the Developer.

E. The City by action of the Board of Mayor and Aldermen on the ____ day of _____, 20____, accepted the infrastructure as presented in the offer of dedication and directed the governmental representative to sign the offer of dedication on behalf of the City

Developer Company Name:

EG Development

1-9 2013
Date

[Handwritten Signature]
Developer Signature
[Handwritten Name]

(CORPORATE SEAL)

ATTEST: _____

FOR THE CITY OF SPRING HILL:

BY: _____
Signature

_____ 20

Printed Name

ACKNOWLEDGEMENT:
COPARTNERSHIP

STATE OF TENNESSEE

(COUNTY OF _____) SS: _____

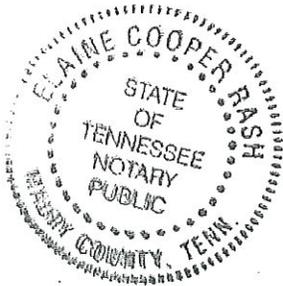
On this ___ day _____ of 20___, before me personally appeared _____, to me known to be one of the firm _____, described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed such instrument as and for the act and deed of said firm.

CORPORATE

STATE OF TENNESSEE

(COUNTY OF Maury) SS: 410.56.8923

On this 9 day of Jan 2013 before me personally appeared Cyril Evers, to me known, who, being by me first duly sworn, did depose and say that he resides in Maury Co; that he is the Owner of EG Developm the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he signed his name thereto by like order and authority.



Elaine Cooper Rash
INDIVIDUAL
My comm. exp: 06/22/2015



COMMUNITY FIRST BANK & TRUST

Expect more from your bank.

501 S. James M. Campbell Blvd.
Columbia, TN 38401

Date: August 24, 2012
Letter of Credit No. 61004655
Expiration Date: August 24, 2013
Amount: \$75,000.00

Town of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

RE: Irrevocable Standby Letter of Credit for **Cyril Evers, Developer of Dakota Point Subdivision of Section II.**

We hereby establish an Irrevocable Letter of Credit for the account of **Cyril Evers, Developer of Dakota Point Subdivision Section II**, a residential subdivision in Spring Hill, TN., in the amount of **Seventy Five Thousand Dollars and no/100 (\$75,000.00)** available by draft sight for payment in full for completion of Streets and Drainage in Dakota Point Subdivision Section II as required by the Town of Spring Hill.

In the event of the failure of the Developer to complete the installation of streets and drainage required by the Town of Spring Hill prior to the expiration date of this instrument the Town of Spring Hill shall notify the Bank in writing. Upon such notification, the Bank shall either renew the Letter of Credit for a term acceptable to the Town of Spring Hill or pay the amount set forth above to the Town of Spring Hill. In case of default, Community First Bank and Trust hereby irrevocably agrees to pay the sum of Seventy Five Thousand Dollars and no/100 (\$75,000.00) for the improvements to be completed on behalf of the Town of Spring Hill in conjunction with this Project. The Town of Spring Hill agrees to refund to Community First Bank & Trust any amounts not expended by the Town of Spring Hill to complete the unfinished requirements of the said Project.

It is understood and agreed that this in no way limits the liability of the developer for any costs in addition to Seventy Five Thousand Dollars and no/100 (\$75,000.00).

This agreement automatically terminates on August 24, 2013.

Sincerely,

Jim Bratton
Sr. Vice President
Chief Credit Officer

Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision). Internal Chamber of Commerce Publication No. 500.

BOND INFORMATION SHEET

Site Name: Dakota Pointe Ph.1 & 2

Type of Bond:	Letter of Credit	Original Bond Amount:	\$300,000	Type of Action Requested:	<input type="checkbox"/>
Bond #:	61004655	Current Bond Amount:	\$75,000	Bond Renewal:	<input type="checkbox"/>
Bond Issued:	24-Aug-09	25% of Original Amount:	\$75,000	Bond Reduction:	<input type="checkbox"/>
Expiration Date:	24-Aug-13	(Per Section 3-102.202 of Sub. Regs)		Maintenance Bond:	<input checked="" type="checkbox"/>
Past Actions				Bond Release:	<input type="checkbox"/>

Date:	Type of Action:	Amount:	Reason:
7/19/2010	Reduce	75,000	Reduce amount from \$300,000 to \$75,000

Required Installation

Streets	
Binder Installed:	Yes
Road Base:	Stone
Compaction Test Submitted:	Yes
Curb Installed:	Yes
Street Lights Installed:	Yes
Street Signs Installed:	Yes
Final Topping Installed:	Yes
Side Walks Required:	Yes

Sewer	
Sewer Line Installed:	Yes
Sewer Line Tested:	10/26/2005
Pump Station Required:	No
"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:	9/22/2005
"As Built" Drawings Submitted:	No
Meets City Specifications:	Yes

BOND INFORMATION SHEET

Site Name: Dakota Pointe Ph.1 & 2

Miscellaneous Site Information			
Total Number of Lots:	100	Developer:	E.G. Development
Current Number of Available Building Lots:	4	In Bankruptcy:	No
Amenities: N / A		Complete:	
1			
2			
3			

Staff Comments:

1. Auto renewal clause is required
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. Developer has topped out roads in 2012.
- 4) 2 lots of the 4 remain that require sidewalks, total of 247 feet.

Staff Recommendation:

- 1) Reducing to a maintenance Bond for the amount of \$28606.00

Chris Brooks
Building Official
City of Spring Hill



CERTIFICATE OF SATISFACTORY COMPLETION

January 18, 2013

Mr. Cyrel Evers

E.G. Development
P.O. Box 995
Columbia, TN 38401

Development Name: Dakota Pointe

Phase or Section of Construction: Phase 1 & 2

Public Improvements: Sewer, Water, Storm Water, Sidewalks, Street Lights, Street Signs

I hereby certify that I have supervised and inspected the improvements to ensure that the design intent has been achieved. **Note: 4 Lots are vacant with 2 lots requiring sidewalks installed.**

Record Drawings have been submitted by Applicant's engineer to the City pursuant to ordinance requirements.

Further, Developer must establish a Maintenance Surety with the City to guarantee defects in workmanship or materials for a one year period.

Jacqui Allen 1-15-13
City of Spring Hill Utility Inspector (signature)

Printed name:

Approved By:

Jeff Foster 1-15-13
Jeff Foster, Director of Public Works

199 TOWN CENTER PARKWAY

P.O. BOX 789

SPRING HILL, TN 37174

PHONE (931)486-2252 NASHVILLE LINE (615)248-6307 WILLIAMSON CO. (615)599-2614 FAX (931)486-0516