

RESOLUTION 10-54

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF
SPRING HILL, TN TO RENEW THE EXISTING LETTER OF CREDIT FOR
GOLFVIEW ESTATES SUBDIVISION, SECTION 6

WHEREAS, a Letter of Credit is currently in place for this development; and

WHEREAS, the Letter of Credit has a "shall automatically be extended" clause so it will only be terminated on written notification from the City of Spring Hill or the financial institution; and

WHEREAS, the existing surety is guaranteeing the construction of certain improvements; and

WHEREAS, the following improvements are required pursuant to the Final Plat:

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

WHEREAS, to date, the improvements have not been completed and therefore a surety is required; and

WHEREAS, it is the recommendation of the Planning Commission that the existing Letter of Credit be renewed for twelve (12) months, in the amount of \$313,600.00; and

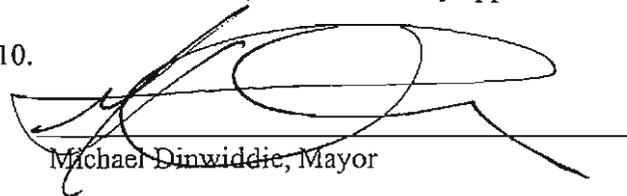
WHEREAS, it is anticipated that the date of completion for the above referenced improvements will be within the twelve (12) month period from the date of this resolution and in case such improvements are not completed in a timely manner, the Letter of Credit does not expire; and

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 storm drainage; and

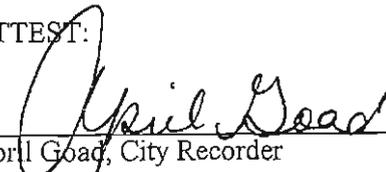
WHEREAS, upon completion of the public improvements listed above, the Developer will be required to file a "maintenance" surety guaranteeing performance of the public improvements for an additional one year period with the Planning Commission after the dedication and acceptance of such public improvements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

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen that the existing Letter of Credit for Golfview Estates Subdivision, Section 6 in the amount of \$313,600.00 is hereby approved.

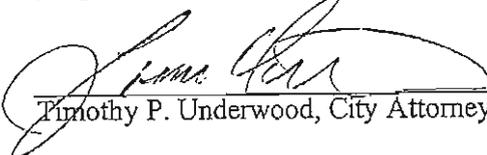
Passed and adopted this 21st day of June, 2010.


Michael Dinwiddie, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Timothy P. Underwood, City Attorney

**RESOLUTION 10-26 OF THE
PLANNING COMMISSION
OF THE CITY OF SPRING HILL, TENNESSEE**

**A RESOLUTION TO RENEW THE EXISTING LETTER OF CREDIT FOR
GOLFVIEW ESTATES SUBDIVISION, SECTION 6**

WHEREAS, a Letter of Credit is currently in place for this development; and

WHEREAS, the Letter of Credit has a "shall automatically be extended" clause so it will only be terminated on written notification from the City of Spring Hill or the financial institution; and

WHEREAS, the existing surety is guaranteeing the construction of certain improvements; and

WHEREAS, the following improvements are required pursuant to the Final Plat:

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

WHEREAS, to date, the improvements have not been completed and therefore a surety is required; and

WHEREAS, it is the recommendation of the Codes Department that the existing Letter of Credit be renewed for twelve (12) months, in the amount of \$313,600.00; and

WHEREAS, it is anticipated that the date of completion for the above referenced 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 Letter of Credit 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 storm drainage; and

WHEREAS, upon completion of the public improvements listed above, the Developer will be required to file a "maintenance" surety 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 the existing Letter of Credit for Golfview Estates Subdivision, Section 6 in the amount of \$313,600.00 is hereby recommended to the Board of Mayor and Aldermen.

Passed and adopted this 14th day of June, 2010.

Michael Glass, Chairman

Michael Dinwiddie, Secretary

BOND INFORMATION SHEET

Site Name: Golfview Estates Subdivision, Phase 6

Type of Bond:	Letter of Credit	Original Bond Amount:	\$313,600	Type of Action Requested:
Bond #:	#168000616664			Establish Bond <input type="checkbox"/>
		Current Bond Amount:	\$313,600	Bond Renewal <input checked="" type="checkbox"/>
Bond Issued:	7/7/2009	25% of Original Amount:	\$78,400	Bond Reduction <input type="checkbox"/>
Expiration Date:	7/7/2010	(Per Section 3-102.202 of Sub. Regs)		Bond Release <input type="checkbox"/>

Past Actions

Date:	Type of Action:	Amount:	Reason:

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:	10/17/2007
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:	11/17/2007
"As Built" Drawings Submitted:	Yes
Meets City Specifications:	Yes

** If stone base is installed, compaction testing is not required

Site Name: Golfview Estates Subdivision, Phase 6

Miscellaneous Site Information			
Total Number of Lots:	80	Developer:	Welling Corporation
Current Number of Available Building Lots:	77	In Bankruptcy:	No
Amenities:	Complete:	NO	
1. Walking Trail			
2			
3			

Staff Comments:

1. The Letter of Credit has an automatic renewal clause
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. Verbal confirmation from Fred Stevenhagen for renewal

Staff Recommendation:

Recommendation to renew the Letter of Credit in the original amount of \$313,600.00

Beau Herring
Director of Codes
City of Spring Hill



File Copy

BancorpSouth Bank
Irrevocable Standby Letter of Credit
BancorpSouth Bank
Tupelo, Mississippi

Issue Date: July 7, 2009

Letter of Credit Number: 168000616664

Expiration Date: July 7, 2010

Beneficiary: City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

Applicant: Welling Corporation
1650 Murfreesboro Rd., Ste. 200
Franklin, TN 37067

Amount (figures): \$313,600.00 USD

Amount (words): Three Hundred Thirteen Thousand Six Hundred and No/100 US Dollars

Dear Sir or Madam:

We hereby open our Irrevocable Standby Letter of Credit in your favor for the account of the above Applicant, up to the aggregate amount specified above available to you as Beneficiary by your sight draft drawn on us under the terms and conditions stated herein below.

Draft(s) drawn on us must be in the form of Exhibit "A" hereto, must bear on its face the words, "Drawn under BancorpSouth Bank Irrevocable Standby Letter of Credit Number 168000616664 dated July 7, 2009" and must be appropriately completed and signed or endorsed by your representative, and must be accompanied by a statement executed by Beneficiary stating as follows:

"The undersigned hereby certifies that Welling Corporation is in default under the terms of that certain contractual agreement between Welling Corporation and City of Spring Hill for Section 6 in Golf View Listates as required by the City of Spring Hill and the applicable period to cure such default has expired."

The proceeds of draft(s) drawn hereunder must be credited to amounts owed to you by the Applicant.

We do hereby engage with you that draft(s) drawn hereunder and under the terms and conditions provided herein will be duly honored if drawn on us and presented to us at the following address: BancorpSouth Bank, One Mississippi Plaza, 201 South Spring Street, Tupelo, Mississippi, 38804 Attention: Trade Finance Department, on or before 2:00 P.M. Central Time at said location on or before the Expiration Date (whether the original Expiration Date provided above or any extended

One Mississippi Plaza, 201 South Spring Street, Tupelo, Mississippi 38804

or final expiration date as provided herein), at which time this Irrevocable Standby Letter of Credit expires. We will not honor any drafts drawn hereunder after the Expiration Date and time.

The Expiration Date of this Irrevocable Standby Letter of Credit shall automatically be extended for one (1) year from the Expiration Date, and likewise thereafter for one (1) year from any such extended expiration date, unless not less than thirty (30) days prior to the Expiration Date or any such extended expiration date we shall send written notice that we have elected not to extend or further extend the expiration of this Irrevocable Standby Letter of Credit. Notwithstanding anything in the foregoing sentence to the contrary, in no event, and without further notice from us, shall the expiration of this Irrevocable Standby Letter of Credit be automatically extended beyond July 7, 2014, on which date this Irrevocable Standby Letter of Credit, if not previously expired, shall finally expire without the necessity of any notice to you thereof.

Partial drawings are permitted. The original of this Irrevocable Standby Letter of Credit and any amendments thereto must be presented with any drawing. This Irrevocable Standby Letter of Credit may not be assigned or transferred.

This Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument, or agreement which may be referred to herein or in which this Irrevocable Standby Letter of Credit is referenced or to which this Irrevocable Standby Letter of Credit relates. No such reference shall be deemed to incorporate herein by reference any document, instrument, or agreement.

This Irrevocable Standby Letter of Credit is governed by the laws of the State of Tennessee without regard to principles of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than Tennessee, and, insofar as not inconsistent with the laws of Tennessee, shall be subject to the International Standby Practices 1998 (International Chamber of Commerce Publication ISP 98).

BANCORPSOUTH BANK

BY

David E. Ferrell

ITS: Senior Vice President

One Mississippi Plaza, 201 South Spring Street, Tupelo, Mississippi 38804

EXHIBIT A

SIGHT DRAFT

TO: BancorpSouth Bank
One Mississippi Plaza
201 South Spring Street
Tupelo, Mississippi 38804
Attention: Trade Finance Department

(Date)

Drawn under BancorpSouth Bank Irrevocable Standby Letter of Credit Number
dated _____.

DRAFT AMOUNT (in words):

_____ and ___/100's Dollars

DRAFT AMOUNT (in figures): \$ _____

REMITTANCE ADDRESS:

File Copy

AT SIGHT PAY TO THE ORDER OF THE UNDERSIGNED BENEFICIARY, AT THE REMITTANCE ADDRESS SPECIFIED ABOVE, THE DRAFT AMOUNT SPECIFIED ABOVE.

BENEFICIARY:

City of Spring Hill

By: _____

Title: _____



May 3, 2010

Mr. Brent Stacy
Chris Brothers
2831 Hickory Hills Church Road
Shelbyville, Tennessee 37160

**Re: Golfview Estates Subdivision, Phase 6
Upcoming Bond Expiration**

Dear Mr. Stacy:

A review of our records indicates that a Letter of Credit currently on file with our office for Golfview Estates Subdivision, Phase 6 will be expiring on July 7, 2010.

All proposed action on letters of credit; whether for renewal, reduction or release must be brought before the Planning Commission and Board of Mayor and Aldermen for approval prior to their expiration date. Based on the above referenced expiration date, this office must receive correspondence (with signed application form) as to the proposed action on the bond prior to May 13, 2010 so that the information can be processed timely and placed on the June agendas for approval.

It is the responsibility of the developer to ensure that all bonds pertaining to this project are kept current. Enclosed, please find a brief summary of our current bond requirements and an application form. If correspondence is not received by May 13, 2010, the City may be forced to take action on the current bond.

Thank you for your continued cooperation. If you have any questions, please do not hesitate to contact our office.

Sincerely,

Beau Herring
Director of Codes and Planning

City of Spring Hill
Storm Drainage System Monthly Report

Reporting Month: May 2010

Amount of Materials Removed: 9 (Yards)

Gallons of Water Used: 8,400 (\$31.77)

Gallons of Fuel Used: 260 (\$647.20)

Total # (of feet) Drainage Pipe Cleaned: 899

Estimated Repair Cost: \$101,353.00

Total Man Hrs: 90

Comments / Work Completed:

McLemore Street

26 "Driveway Culverts" cleaned

Walnut Street

"Main Drainage Culvert" cleaned

Chester Avenue

20" Driveway Culverts" cleaned

1 " Main Drainage Pipe" cleaned (crosses Chester Avenue)

Alexander Boulevard

14 "Driveway Culverts" cleaned

Lancaster Drive / Kincaid Street

42 "Driveway Culverts" cleaned

2" main Drainage Pipes cleaned (crosses Lancaster Drive)

Belle Drive

22 "Driveway Culverts" cleaned

1 " Main Drainage Pipe cleaned (crosses under Belle Drive)

Mead Drive / Jones Drive

26 " Driveway Culverts" cleaned

1 "Main Drainage Pipe" cleaned (crosses under Jones Drive)

Spring Hill Estates

"Main Drainage Pipe " cleaned (crosses under Spring Hill Circle)