

**RESOLUTION 13-15**

**A RESOLUTION TO ESTABLISH A LETTER OF CREDIT FOR  
MEADOWBROOK PHASE 4 SECTION 2**

**WHEREAS**, a Letter of Credit is required to be established for this development prior to recording of a Final Plat; and

**WHEREAS**, the Letter of Credit is guaranteeing the construction of certain improvements on 12 lots; and

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

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

**WHEREAS**, to date, the improvements have not all been constructed and/or accepted by the City and therefore a Letter of Credit is required; and

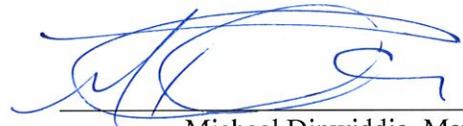
**WHEREAS**, it is the recommendation of the Planning Commission that a Letter of Credit be established for twelve (12) months, in the amount of \$40,061.00; and

**WHEREAS**, it is anticipated that the date of completion for the above referenced public improvements will be within the time prescribed for the bond and it is required that an automatic renewal clause, to the benefit of the City of Spring Hill, be included within the bond in case such improvements are not completed in a timely manner; 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 the establishment of a Letter of Credit for Meadowbrook Phase 4 Section 2, in the amount of \$40,061.00 is hereby approved.

Passed and adopted this 19th day of February, 2013.

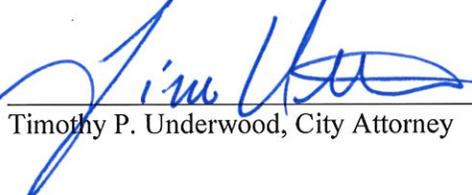


Michael Dinwiddie, Mayor

ATTEST:

  
April Good, City Recorder

LEGAL FORM APPROVED:

  
Timothy P. Underwood, City Attorney

**RESOLUTION 13-03 OF THE  
PLANNING COMMISSION  
OF THE CITY OF SPRING HILL, TENNESSEE**

**A RESOLUTION TO ESTABLISH A LETTER OF CREDIT FOR  
MEADOWBROOK PHASE 4 SECTION 2**

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**WHEREAS**, the Letter of Credit is guaranteeing the construction of certain improvements on 12 lots; and

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

**WHEREAS**, to date, the improvements have not all been constructed and/or accepted by the City and therefore a Letter of Credit is required; and

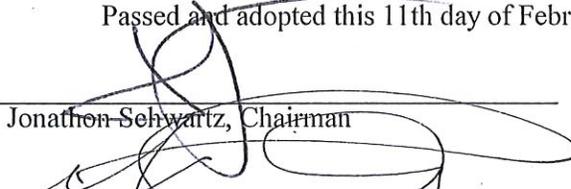
**WHEREAS**, it is the recommendation of the Codes Department that a Letter of Credit be established for twelve (12) months, in the amount of \$40,061.00; and

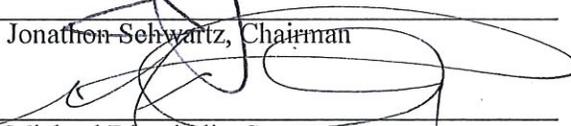
**WHEREAS**, it is anticipated that the date of completion for the above referenced public improvements will be within the time prescribed for the bond and it is required that an automatic renewal clause, to the benefit of the City of Spring Hill, be included within the bond in case such improvements are not completed in a timely manner; 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 the establishment of a Letter of Credit for Meadowbrook Phase 4 Section 2, in the amount of \$40,061.00 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: Meadowbrook PHASE: 4 SECTION: 2  
# OF LOTS APPROVED: 12 # OF LOTS REMAINING: \_\_\_\_\_  
SURETY TYPE:  MAINTENANCE  PERFORMANCE  RESTORATION  
POSTED WITH:  LETTER OF CREDIT  PERFORMANCE BOND  CASH  
SURETY AMOUNT: \$ \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
AUTOMATIC RENEWAL CLAUSE INCLUDED WITH SURETY:  Y  N

PURPOSE OF SURETY: \_\_\_\_\_

NAME OF FINANCIAL INSTITUTION: <u>Capital Bank</u>	SURETY #:
CONTACT PERSON: <u>Lonnie Malone</u>	EMAIL: <u><del>Lonnie.Malone@capitalbank-us.com</del> Lonnie.Malone@capitalbank-us.com</u>
ADDRESS: <u>91200 Carothers Pkwy</u>	CITY, STATE, ZIP: <u>Franklin, TN 37067</u>
PHONE NUMBER: <u>615-472-2061</u>	FAX NUMBER: <u>615-302-0199</u>

capitalbank-us.com

NAME OF OWNER/DEVELOPER OR REPRESENTATIVE: <u>Cornerstone Land Company</u>	
ADDRESS: <u>201 E. Main Street Suite 300</u>	CITY, STATE, ZIP: <u>Murfreesboro, TN 37130</u>
PHONE NUMBER: <u>615-896-0019</u>	FAX NUMBER: <u>615-896-9380</u>
EMAIL: <u>jbeavers@alesouth.com</u>	

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: \_\_\_\_\_

Jason Beaman 11/7/12  
Applicant Signature / Date



### Utility Information Sheet

Development Meadowbrook

Phase 4 Section 2 #of lots 12

#### Cost to install Utility's

Sewer line \$ 35,879.89

Water line \$ 26,518.25

Storm Water \$ 16,980.27

Curbing \$ 4400.00

Binder \$ 10875.00

Signage \$ 600.00

Street Lights on Power Poles

Sidewalks 434 ft \$15.00 linear foot  
\$ 6510.00

#### Final Paving

Road linear feet 434 ft

Road width 24 ft.

Final Paving cost \$ 8853.00

FORM FOR OFFER OF  
IRREVOCABLE DEDICATION

AGREEMENT made this 7<sup>th</sup> day of November 2012, 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 Cornerstone Land Company, a General Partnership having its office and place of business at 201 E. Main St. Suite 300 Murfreesboro, TN hereinafter designated as the "developer". 37130

WHEREAS, the Spring Hill Planning Commission is in the process of approving a subdivision plat entitled Meadowbrook Phase 4 Section 2 dated 9-26-12 and prepared by Anderson, Delk, Foss & Assoc. and

WHEREAS, said plat designates certain public improvements consisting of \_\_\_\_\_ 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 \_\_\_\_\_ attached hereto;

WHEREAS, the Developer has delivered deeds 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 deeds of conveyance for the premises described in Schedule \_\_\_ 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 deeds 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 7<sup>th</sup> day of November, 2012, 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:

Cornerstone Land Company

11/3/12 20  
Date

[Signature]  
Developer Signature

(CORPORATE SEAL)

ATTEST: \_\_\_\_\_

FOR THE CITY OF SPRING HILL:

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_ 20

\_\_\_\_\_  
Printed Name

**Kenneth Rich Construction Co., Inc**  
**109 Holiday Court, Suite C4**  
**Franklin TN 37067**

**BID REPORT (C)**

Project: *Meadow Brook Phase IV Section 2*  
 Location: *Spring Hill*

Project No.: *<project#>*  
 Bid Date: *03/16/2012*

<i>Pay Item</i>	<i>Description</i>	<i>Quantity Unit</i>	
00015	CLEARING	1.000L.S.	
00085	STRIP TOPSOIL	1,500.000C.Y.	
00104	EXCAVATING	1,800.000C.Y.	
00295	BLUE TOP PAVEMENT	1,300.000S.Y.	
00745	MOBILIZATION	1.000L.S.	
	<i>Grading Total</i>		<u>29,639.00</u>
05510	8" PVC SEWER	425.000L.F.	
05640	6" PVC SERVICE	12.000L.F.	
05680	SEWER SERVICE CONNECTIONS PVC	12.000EACH	
05810	MANHOLE	2.000EACH	
05880	TIE IN SEWER	1.000EACH	
	<i>Sanitary Sewer Total</i>		<u>35,879.89</u>
00465	EROSION BLANKET	956.000S.Y.	
00535	SILT FENCE	866.000L.F.	
01485	18"CPP	130.000L.F.	
01565	TRIPLE CURB INLET	1.000EACH	
01585	SINGLE CURB INLET	1.000EACH	
01995	18" HEADWALL	1.000EACH	
	<i>Drainage Total</i>		<u>16,980.27</u>
08000	TIE IN WATER	1.000EACH	
08050	8" PVC WATER	415.000L.F.	
08550	8" FITTING	1.000L.S.	
08960	8" GATE VALVE	1.000EACH	
08980	6" GATE VALVES	2.000EACH	
09100	FIRE HYDRANT	2.000EACH	

## BID REPORT (C)

Project: *Meadow Brook Phase IV Section 2*  
Location: *Spring Hill*

Project No.: *<project#>*  
Bid Date: *03/16/2012*

<i>Pay Item</i>	<i>Description</i>	<i>Quantity Unit</i>	
09140	SERVICES COMPLETE	12.000EACH	
	<i>Water Total</i>		<u>26,518.25</u>
00375	BASE STONE	625.000TON	
00445	CURB	888.000L.F.	
	<i>Paving Total</i>		<u>13,375.67</u>
	<i>Phase 0 Total</i>		<u>122,393.08</u>
<b>TOTAL BID</b>			<b>122,393.08</b>

NOTE:

Bid per plans.  
Bid does not include any undercutting or shot rock backfill.  
Geo tec by others.

Relocate concrete structures on site @ 1 LS \$2500.00

Remove existing stocked piled material on site @ \$5.00 c.y. Quantity to be determined by cross section . Distance to haul off material 1000 L.F.

**PROPOSAL**

**ROGERS GROUP, INC.**  
2880 Waynesboro Highway  
Lawrenceburg, TN 38464  
(931) 762-8189  
Fax: (931) 762-9202

Proposal Submitted To: Ole South Properties	Job Name: Meadowbrook Phase 4, Section 1, & 2
Street: 201 East Main Street, Suite 300	Longhunter Chase, & Lakota Drive
City, State and Zip Code: Murfreesboro, TN 37130	Job Location: Spring Hill, Maury County, Tennessee
Ph: 615-896-0019 Fax: 615-896-9380	Proposal No.: I20312OSP
Contact: Jason Beavers (jbeavers@olesouth.com)	Job Phone:
Date of Plans:	Job Fax:

We hereby Submit Specifications and Estimates for: Base and Paving at above project.  
Property Location: Spring Hill, Maury County, Tennessee.

Rogers Group, Inc. (the "Company"), offers to furnish material and/or all labor, materials and, equipment required for the performance of the herein below described work, on property owned by Ole South Properties. Unless otherwise specified herein, the price to be paid the Company in consideration thereof shall be \$ (below), payable monthly based upon percent of work complete within 15 days of invoicing.

**Description of work and, if any, special provisions:** All base and asphalt pavement in place.

**Standard Duty Pavement**

- Includes 8" grading "D" base stone..... \$17.00/TN – 1,350 estimated tons of base stone.
- Includes prime coat, and chips over base stone..... \$1.90/SY – 2,625 estimated square yards.
- Includes 2" B-M mix binder..... \$75.00/TN – 325 estimated tons of asphalt.

**Total price for work: \$52,325.00**

**Deduct if prime coat is waived: \$4,987.50**

**Notes:**

- \*Rogers Group, Inc. will do no paying in January or February of any year.
- \*Lay-out, lines, stakes, grades, limits, elevations, etc., to be set by others, the costs of which are not herewith included.
- \*No demolition or removal included in this proposal.
- \*Sub-base to be stable, acceptable, and at correct elevations, by others, before RGI commencement of work.
- \*This proposal shall be made part of any contract involving Rogers Group, Inc. and the work herein described.
- \*Price does not include any concrete flat work, or curb.
- \*Price does include prime coat over base stone per City of Spring Hill specifications, but is contingent on product availability due to temperature limitations for the time of season.
- \*The above pricing does not include permits, approvals by local governing authorities, bonding, testing, or anything not specifically stated above.
- \*Paving prices included in this proposal are based on this month's (current) Tennessee Department of Transportation Monthly Bituminous Price Index for liquid asphalt cement, and TDOT Special Provision 109B is in effect for this proposal. This month's (December 2012) price index is \$568.50 per ton.

If the foregoing meets with your acceptance, kindly sign and return the attached copy of this proposal. Upon its receipt, it is understood the foregoing, including the terms and conditions set forth on the reverse side hereof, will constitute the full and complete agreement.

**This offer expires thirty (30) days from the date thereof, but may be accepted at a later date at the sole option of the Company.**

ACCEPTED:

\_\_\_\_\_  
(Individual or firm name)

\_\_\_\_\_  
(Signature & Title)

\_\_\_\_\_  
(Date)

Respectfully submitted,

**ROGERS GROUP, INC.**

By: Zach Watkins

Date: 12/3/12

## Terms and Conditions

Final and complete payment for all work performed hereunder shall be made no later than fifteen (15) days after the completion of work or delivery of materials. If project is longer than one (1) month in duration, Rogers Group reserves the right to progress bill (monthly) until project is complete. Interest at the highest legal rate allowable under jurisdiction in which the contract is executed or one and one-half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

The Company shall not become obligated to perform the work called for under this contract until customer credit has been checked and approved by our Credit Department. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, the Company shall be furnished adequate security upon our request.

Any deviations from the specifications or modifications of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. Any increase or decrease in the contract price resulting from such change shall be included in such writing.

The company shall be provided with suitable access to the work area. If the Company's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit the Company to perform its work hereunder in a normal uninterrupted single-shift operation.

Unless a time for the performance of the Company's work is specified, the Company shall undertake it in the course of our normal operating schedule. The Company shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood, or other casualty; labor disputes or other disagreements; and accidents or mishaps, whether affecting this work or other operations in which the Company is involved, directly or indirectly.

If for causes beyond our control our work is not complete within twelve (12) months after the date of your acceptance of this proposal, the Company may cancel this agreement at any time thereafter on ten (10) days notice. In such event the Company shall be (I) relieved of any further obligation with respect to the balance of the work; and (II) entitled to receive final and complete payment for all work performed to the date of cancellation within fifteen (15) days thereafter.

The Company shall not be responsible for, and customer agrees to hold the Company harmless from any liability resulting from damages to utilities or other facilities or objects buried beneath the surface; damages to sidewalks, driveways, or injuries resulting from hazardous or toxic wastes within the work area. It is further understood that the Company shall not be responsible for any damage or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure to subgrade or failure or inadequacy due to the work of others, whether or not such failure or inadequacy was or could have been known at the time work was undertaken.

You agree to indemnify and save the Company harmless from all loss, damage, costs, expenses, and attorney's fees suffered and incurred on account of any breach of the obligations and covenants of this contract.

Pursuant to TCA 66-11-203, notice is given that under state law:

- (1) There shall be a lien upon the real property and building for the improvements made in favor of the contractor, mechanic, laborer, founder, or machinist who does the work or furnishes the materials for such improvements for a duration of one (1) year after the work is finished or materials furnished;
- (2) Except as modified by 66-11-146, that every person contracted with or employed to work on the buildings or to furnish materials for the same with the above-named contractor shall have a lien on the property for that person's work or material; provided, that such person notify the owner in writing within ninety (90) days after the completion of the improvement, which lien will continue for ninety (90) days after such notice;
- (3) Except as modified by 66-11-146, that these liens can be enforced even though the contractor has been paid in full if the contractor has not paid the persons who furnished the labor or materials for the improvement.

ACCEPTED:

\_\_\_\_\_  
(individual or firm name)

\_\_\_\_\_  
(signature & title)

\_\_\_\_\_  
(date)

**PROPOSAL**

**ROGERS GROUP, INC.**

.2880 Waynesboro Highway  
Lawrenceburg, TN 38464  
(931) 762-8189  
Fax: (931) 762-9202

Proposal Submitted To: Ole South Properties	Job Name: Meadowbrook Phase 4, Section 1, & 2
Street: 201 East Main Street, Suite 300	Longhunter Chase, & Lakota Drive
City, State and Zip Code: Murfreesboro, TN 37130	Job Location: Spring Hill, Maury County, Tennessee
Ph: 615-896-0019 Fax: 615-896-9380	Proposal No.: 120312OSPr2
Contact: Jason Beavers (jbeavers@olesouth.com)	Job Phone:
Date of Plans:	Job Fax:

We Hereby Submit Specifications and Estimates for: Base and Paving at above project.  
Property Location: Spring Hill, Maury County, Tennessee.

Rogers Group, Inc. (the "Company"), offers to furnish material and/or all labor, materials and, equipment required for the performance of the herein below described work, on property owned by Ole South Properties. Unless otherwise specified herein, the price to be paid the Company in consideration thereof shall be \$ (below), payable monthly based upon percent of work complete within 15 days of invoicing.

**Description of work and, if any, special provisions:** All base and asphalt pavement in place.

**Standard Duty Pavement (Longhunter Chase Drive, Phase 4, Section 1)**

- Includes 8" grading "D" base stone..... \$17.00/TN – 740 estimated tons of base stone.
- Includes prime coat, and chips over base stone..... \$1.90/SY – 1,440 estimated square yards.
- Includes 2" B-M mix binder..... \$75.00/TN – 180 estimated tons of asphalt.
- Includes 1 ½" E mix surface with tack coat..... \$90.00/TN – 120 estimated tons of asphalt.
- Includes 8" extruded concrete curb..... \$5.00/LF – 1,080 estimated lineal feet of curb.

Total price for Longhunter Chase Drive: \$45,016.00

**Standard Duty Pavement (Lakota Drive, Phase 4, Section 2)**

- Includes 8" grading "D" base stone..... \$17.00/TN – 610 estimated tons of base stone.
- Includes prime coat, and chips over base stone..... \$1.90/SY – 1,185 estimated square yards.
- Includes 2" B-M mix binder..... \$75.00/TN – 145 estimated tons of asphalt.
- Includes 1 ½" E mix surface with tack coat..... \$90.00/TN – 100 estimated tons of asphalt.
- Includes 8" extruded concrete curb..... \$5.00/LF – 880 estimated lineal feet of curb.

Total price for Lakota Drive: \$36,896.50

Deduct if prime coat is waived: \$4,987.50

**Notes:**

- \*Rogers Group, Inc. will do no paving in January or February of any year.
- \*Lay-out, lines, stakes, grades, limits, elevations, etc., to be set by others, the costs of which are not herewith included.
- \*No demolition or removal included in this proposal.
- \*Sub-base to be stable, acceptable, and at correct elevations, by others, before RGI commencement of work.
- \*This proposal shall be made part of any contract involving Rogers Group, Inc. and the work herein described.
- \*Price does not include any concrete flat work.
- \*Price does include prime coat over base stone per City of Spring Hill specifications, but is contingent on product availability due to temperature limitations for the time of season.
- \*The above pricing does not include permits, approvals by local governing authorities, bonding, testing, or anything not specifically stated above.
- \*Paving prices included in this proposal are based on this month's (current) Tennessee Department of Transportation Monthly Bituminous Price Index for liquid asphalt cement, and TDOT Special Provision 109B is in effect for this proposal. This month's (December 2012) price index is \$568.50 per ton.

If the foregoing meets with your acceptance, kindly sign and return the attached copy of this proposal. Upon its receipt, it is understood the foregoing, including the terms and conditions set forth on the reverse side hereof, will constitute the full and complete agreement.

This offer expires thirty (30) days from the date thereof, but may be accepted at a later date at the sole option of the Company.

ACCEPTED:

\_\_\_\_\_  
(Individual or firm name)

\_\_\_\_\_  
(Signature & Title)

\_\_\_\_\_  
(Date)

Respectfully submitted,

ROGERS GROUP, INC.

*Charles L. Watkins*

By: Zach Watkins

Date: 1/2/13

