

**BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form**

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	April 28, 2020	Meeting Date:	May 4, 2020
Contact Information:			
Requested by:	Joanna Myers		
On Behalf of Organization or Individual:		Windstar Homes, LLC	
Telephone:	317-736-3631		
Email address:	jmyers@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Approval and acceptance of Letter of Credit and Subdivision Performance Surety Agreement and Secondary Plat for The Bluffs at Youngs Creek, Section 1.			
Performance Letter of Credit & Subdivision Performance Surety Agreement:			
LOC # 6297-10-8: Pond Liner - \$53,880.00			
List Supporting Documentation Provided:			
1. Letter of Credit and Agreement			
2. Original plat – to be provided at meeting			
Who will present the request?			
Name:	Joanna Myers	Telephone:	317-736-3631

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.



May 4, 2020

IRREVOCABLE LETTER OF CREDIT NO. 6297-10-8

City of Franklin
70 E. Monroe Street
Franklin, IN 46131

City of Franklin Board of Public Works & Safety:

We hereby authorize you to value on us for the account of Windstar Homes LLC ("Developer"), for a sum or sums in United States of American Dollars not to exceed FIFTY-THREE THOUSAND EIGHT HUNDRED EIGHTY AND 00/100 DOLLARS (\$53,880.00), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the installation of Pond Liner at The Bluffs at Youngs Creek Section 1, located at Libra Drive, Ram Drive & Capricorn Drive, Franklin IN.

Draft to be accompanied by beneficiaries signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of May 4, 2020, and shall expire on May 4, 2022, but such expiration date shall be automatically extended for a period of one (1) year on May 4, 2022, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 6297-10-8".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: Rob Henderson, Sr. Vice President, Mutual Savings Bank, 1124 N. Main Street, Franklin, IN 46131, mentioning our reference number as it appears.

Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and Letter of Credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not affect the efficacy of demand.

Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this Letter of Credit shall be governed by the laws of the State of Indiana, and Mutual Savings Bank further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

Sincerely,

Robert D. Henderson
Mutual Savings Bank
Sr. Vice President

Attest:

David Coffey
Mutual Savings Bank
President and Chief Executive Officer

Subdivision Performance Surety Agreement

Project Name The Bluffs at Youngs Creek Section 1
Improvements Pond Liner
Bond 6297-10-8

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

Developer's Company Name Windstar Homes LLC, as Principal
Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033, and
Surety Company Name Mutual Savings Bank
Surety Company Address 80 E Jefferson Street, Franklin, IN 46131, as Surety

are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of FIFTY-THREE THOUSAND EIGHT HUNDRED EIGHTY AND 00/100 DOLLARS, (\$53,880.00), for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 4th DAY OF MAY 2020. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, The Bluffs at Youngs Creek Section 1 – Pond Liner have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Developer, Windstar Homes LLC, shall construct said The Bluffs at Youngs Creek Section 1 – Pond Liner according to specifications and regulations of the City of Franklin, Indiana, and comply with all the provisions of the ordinances, rules and regulations of the City of Franklin, Indiana, in relation to the mode, manner or form in which said work shall be done, and shall pay and save the City of Franklin, Indiana, against loss of damage which may arise by reason of delay in completion of said work, by reason of the manner in which said work is done or the quality of the materials furnished being in violation of the requirements of any law of the State of Indiana, or any ordinance of the City of Franklin, Indiana, controlling such work, then this obligation to be void; otherwise to be and remain in full force and effect. This performance surety agreement shall be and remain in full force and effect until such time it is officially released by the Board of Public Works and Safety, City of Franklin, Indiana.

BY: Developer's Company Name Windstar Homes LLC
Signature for Developer's Company x Kathryn Alt
Signatory Name & Title (printed) Kathryn Alt, Member of Windstar Homes LLC

RCM Farms LLC, Member of Windstar Homes LLC
x Ronald G. Mayer
Ronald G. Mayer, Member of RCM Farms LLC

BY: Surety Company Name Mutual Savings Bank
Signature of Attorney-in-Fact x Robert D. Henderson
Attorney-in-Fact (printed) Robert D. Henderson, Sr. Vice President

Accepted by the Franklin Board of Public Works and Safety this _____ day of _____, 20____.

Steve Barnett, Board Member

Melissa L. Jones, Board Member

Bob Swinehamer, Board Member

ATTEST:

Jayne Rhoades, Clerk-Treasurer

Released by the Franklin Board of Public Works and Safety this _____ day of _____, 20____.

_____, Board Member

_____, Board Member

_____, Board Member

ATTEST:

_____, Clerk-Treasurer