

BOARD OF PUBLIC WORKS AND SAFETY (Form B-01-2012)
Agenda Request Form

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:	March 31, 2025	Meeting Date:	April 7, 2025
Contact Information:			
Requested by:	Matt McElroy		
On Behalf of Organization or Individual:			
		Windstar Homes, LLC	
Telephone:	317-736-3631		
Email address:	mmcelroy@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Request the following Performance Letters of Credit & Subdivision Performance Surety Agreements be released for The Bluffs at Youngs Creek, Sec. 1 & Sec. 2:			
<u>Performance Letter of Credit & Subdivision Performance Surety Agreement – Sec. 1:</u> LOC #6297-10-5: Streets - \$316,638.00			
<u>Performance Letter of Credit & Subdivision Performance Surety Agreement – Sec. 2:</u> LOC #6297-20-5: Streets - \$434,011.86			
Request the following Subdivision Maintenance Bonds be accepted for The Bluffs at Youngs Creek, Sec. 1 & Sec. 2:			
<u>Maintenance Bond – Sec. 1:</u> #268206: Streets - \$65,966.25			
<u>Maintenance Bond – Sec. 2:</u> #268207: Streets - \$90,419.14			
List Supporting Documentation Provided:			
<ol style="list-style-type: none"> 1. Letters of Credit and Agreements 2. Subdivision Maintenance Bonds 			
Who will present the request?			
Name:	Matt McElroy	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.



March 16, 2020

IRREVOCABLE LETTER OF CREDIT NO. 6297-10-5

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 **THREE HUNDRED SIXTEEN THOUSAND SIX HUNDRED THIRTY-EIGHT AND 00/100 DOLLARS (\$316,638.00)**, 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 Streets 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 March 16, 2020, and shall expire on March 16, 2022, but such expiration date shall be automatically extended for a period of one (1) year on March 16, 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. 6297-10-5".

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 Streets
Bond 6297-10-5

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

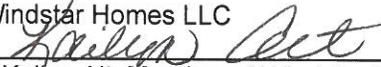
Developer's Company Name Windstar Homes LLC, as Principal
Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033, and
Surety Company Name Mutual Savings Bank
Surety Company Address 80 E Jefferson Street, Franklin, IN 46131, as Surety

are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of THREE HUNDRED SIXTEEN THOUSAND SIX HUNDRED THIRTY-EIGHT AND 00/100 DOLLARS (\$316,638.00), for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 16th DAY OF MARCH 2020. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, The Bluffs at Youngs Creek Section 1 – Streets 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 – Streets 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 
Signatory Name & Title (printed) Kajlyn Alt, Member of Windstar Homes LLC

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

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

Accepted by the Franklin Board of Public Works and Safety this 16 day of March, 20 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



October 5, 2020

IRREVOCABLE LETTER OF CREDIT NO. 6297-20-5

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 **FOUR HUNDRED THIRTY-FOUR THOUSAND ELEVEN AND 86/100 DOLLARS (\$434,011.86)**, 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 Streets at The Bluffs at Youngs Creek Section 2, located at Libra Drive, Constellation Way, Bellatrix 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 October 5, 2020, and shall expire on October 5, 2022, but such expiration date shall be automatically extended for a period of one (1) year on October 5, 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. 6297-20-5".

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, Exec. 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
Exec. 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 2
Improvements Streets
Bond 6297-20-5

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 FOUR HUNDRED THIRTY-FOUR THOUSAND ELEVEN AND 86/100 DOLLARS (\$434,011.86), for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 5TH DAY OF OCTOBER 2020. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, The Bluffs at Youngs Creek Section 2 – Streets 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 2 – Streets 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 [Signature]
Signatory Name & Title (printed) Kalyn Alt, Member of Windstar Homes LLC

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

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

Accepted by the Franklin Board of Public Works and Safety this 5 day of October, 2020.

[Signature] Steve Barnett, Board Member
Melissa L. Jones Melissa L. Jones, Board Member
[Signature] Bob Swinehamer, Board Member

ATTEST: [Signature]
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



Subdivision Maintenance Bond

Bond Number 268206
Project Name The Bluffs at Youngs Creek, Section 1
Improvements Streets

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 Berkley Insurance Company
Surety Company Address 475 Steamboat Road, Greenwich, CT 06830 as Surety are held and firmly
bound unto the City of Franklin, Indiana, in the penal sum of
Sixty Five Thousand Nine Hundred Sixty Six and No/100 DOLLARS, (\$ 65,966.25)
for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 26th DAY OF March, 2025. THE CONDITIONS OF THE
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Windstar Homes, LLC has installed and completed improvements of
The Bluffs at Youngs Creek, Section 1 - Streets

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with
the standards, specifications, and requirements of the City of Franklin, Indiana, and if
Windstar Homes, LLC, at its own expense for a period of three (3) years from the date of
acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of
improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force
and effect.

It is a further condition of this bond that if it is not released by official action of the Board of Public Works and
Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an
additional one hundred and eighty (180) day period.

BY: *Developer's Company Name (printed)* Windstar Homes, LLC
Signature for Developer's Company
Signatory Name & Title (printed) Mark Holt member

BY: *Surety Company Name* Berkley Insurance Company
Signature of Attorney-in-Fact
Attorney-in-Fact (printed) Robert L. Sherfick

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

Steve Barnett, Board Member *Ken Austin, Board Member* *Tina Gross, Board Member*

ATTEST: _____
Jan Jones, 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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Jason McEldowney; John Hannon, III; or Robert Sherfick of Dimond Bros. Insurance, LLC of Carmel, IN its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1st day of June, 2023.



Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 1st day of June, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature of Maria C. Rundbaken]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 26th day of March, 2025.
[Vincent P. Forte Signature]
Vincent P. Forte



Subdivision Maintenance Bond

Bond Number 268207
Project Name The Bluffs at Youngs Creek, Section 2
Improvements Streets

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 Berkley Insurance Company
Surety Company Address 475 Steamboat Road, Greenwich, CT 06830 as Surety are held and firmly
bound unto the City of Franklin, Indiana, in the penal sum of
Ninety Thousand Four Hundred Nineteen and 14/100 DOLLARS, (\$ 90,419.14)
for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 26th DAY OF March, 2025. THE CONDITIONS OF THE
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Windstar Homes, LLC has installed and completed improvements of
The Bluffs at Youngs Creek, Section 2 - Streets

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with
the standards, specifications, and requirements of the City of Franklin, Indiana, and if
Windstar Homes, LLC, at its own expense for a period of three (3) years from the date of
acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of
improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force
and effect.

It is a further condition of this bond that if it is not released by official action of the Board of Public Works and
Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an
additional one hundred and eighty (180) day period.

BY: *Developer's Company Name (printed)* Windstar Homes, LLC
Signature for Developer's Company
Signatory Name & Title (printed) Mark Alt member

BY: *Surety Company Name* Berkley Insurance Company
Signature of Attorney-in-Fact
Attorney-in-Fact (printed) Robert L. Sherfick

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

Steve Barnett, Board Member *Ken Austin, Board Member* *Tina Gross, Board Member*

ATTEST: _____
Jan Jones, 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

