



Rockdale County Board of Commissioners

Priority:
RUSH/30/60/90

Agenda Item Summary: Item

MEETING DATE:

Requesting Department
Planning and Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Signature for the Maintenance & Performance Agreements for a subdivision plat known as The Parks of Stonecrest POD F, Unit 2

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Section 2-62.-Board of Commissioners; powers.(c)(6)

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board of Commissioners Focus Area or Goal)*

Sustainability & Community. This item is in reference to the revival and completion of a quality subdivision development.

Yes **No**

Summary & Background

(The first sentence includes Department recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Having fulfilled all the requirements of UDO Section 302-26. Final plat approval, the subdivision known as The Parks of Stonecrest POD F, Unit 2 is ready for recordation in the Rockdale County Clerk of Superior Court. The agreements below are required by Rockdale County.

A Maintenance bond and Maintenance agreement (UDO Section 302-28 (i)) shall be provided by the developer and is required to ensure the continued function and good condition of public improvements to be dedicated to Rockdale County and will be enforce for a period of two years.

A Performance Bond and Performance Agreement (UDO Section 302-28 (b)) shall be conditioned upon the faithful completion and performance by the developer of all work required for completion of all amenities, improvements and installations that are part of a subdivision of land, and completed within a specific time period as stated on the agreement, specifically for a two year period.

Fiscal Impact / Funding Source

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

N/A

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

1. Maintenance Agreement
2. Maintenance bond
3. Performance Agreement
4. Performance bond
5. Maintenance bond amount as determined by director.
6. 6 page plat

Source of Additional Information

(Type Name, Title, Department and Phone)

Department Head/Director's Approval

Typed Name and Title
Marshall W. Walker

Phone
Ext# 7135

Chief of Staff Approval

Signature
Marshall W. Walker

Date

MAINTENANCE AGREEMENT
Sec. 302 – 28 (i)

GEORGIA, Rockdale County

THIS AGREEMENT, made this 6th day of October _____, 2016, by and between S.A. Goodsell Development Co. hereinafter called the "Owner" as a party of the first (Developer)

part, and Rockdale County, a political subdivision of the State of Georgia, hereinafter called "County" as party of the second part. The words "Owner" and "County" include their respective heirs, successors and assigns.

WITNESSETH: That, whereas Owner has submitted to the County a Final Plat subdividing the property of the Owner, a copy of which is on file in the office of the Planning & Development Department of said County, said plat entitled as follows: Parks of Stonecrest, Pod F, Unit 2

(Development)

- All streets as shown on said plat and all drainage facilities shall be maintained in accordance with the minimum standard requirements of Rockdale County on or before October 6, 2018

(2 years from date of Recorded Final Plat)
not to exceed 2 years from the date of this contract. The amount of the Maintenance Bond shall be equal to ten percent of the actual cost of construction. The estimated cost of such grading, paving and construction is \$ _____ as determined by one of the following:
 - copies of contractor agreements or actual invoices paid (Attach)
 - determined by Director of Planning & Development

- The Owner hereby warrants to the County that said streets and drainage facilities shall be maintained in compliance with said minimum standard requirements of the Rockdale County Unified Development Ordinance in force as of the date of this agreement to ensure the continued function and good condition of public improvements being constructed as part of a subdivision to fulfill these requirements until such bonds are released by the County. That this warranty shall apply only in such instances of noncompliance with such standard requirements as to which the County shall have given written notice to the owner at any time or times within two years from the date of the completion of the construction of said streets and drainage facilities and the acceptance of said streets and public drainage system for public purposes by the county.

- The Owner agrees to furnish a guarantee or a surety to Rockdale County with good and sufficient security acceptable to the County in the sum of \$33,181. dollars, guaranteeing the faithful performance of this agreement.

SAID GUARANTEE OR SURETY SHALL BE OF EVEN DATE WITH AGREEMENT OR SUBSEQUENT DATE, BUT IN NO CIRCUMSTANCE SHALL THE BOND EXPIRE PRIOR TO THE EXPIRATION OF THIS CONTRACT.

Surety or Guarantee Maintenance Bond Number 1143641
Lexon Insurance Co.

INDEMNIFICATION

The owner hereby agrees to indemnify the County and hold the County harmless from any and all damages which the County may suffer and from any and all liability, claims including interest thereon, demands, attorney's fees and costs of defense, or judgment against it, arising from errors or omissions in the design or construction of the development or from the effects of storm water flows onto, from, or across any and all lands as a result of the development, and owner expressly agrees to defend against any claims brought or actions filed against the County where such claim or action involves in whole or in part, the subject of the indemnity contained herein whether such

MAINTENANCE BOND
(PREPARE ON COMPANY LETTERHEAD)

COPY

KNOW ALL MEN BY THESE PRESENT:

That we, S.A. Goodsell Development Co., Inc. of Rockdale County, State of Georgia, as "PRINCIPAL" and in the sum of \$ 33,181.00 lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that

WHEREAS, said Final Plat is to be approved by the Director of the Department of Planning & Development subject to ratification by Rockdale County Board of Commissioners, under the terms that a bond is required of said Principal and good and sufficient surety payable to Rockdale County and conditioned that the facilities shown on Final Plat in accordance with standard requirements of Rockdale County in force as of the date of said approval; and

WHEREAS, the Principal has entered into a Maintenance Agreement with Rockdale County dated the 5th day of October, 20 16 in which Principal agrees and warrants, that as a condition precedent to approval of the plat subdividing certain property of the Principal entitled Maintenance of paving, pipes, and curbing in Parks of Stonecrest, Pod F, Unit 2, all streets shown on said plat and all drainage facilities shall be maintained in accordance with the standards aforesaid for a period of (2)two years but in no case shall the bond be released until the receipt in writing from the Director of Planning & Development is given; and

WHEREAS, this agreement shall be governed by the laws of the State of Georgia.

NOW THEREFORE, if the Principal shall well and truly perform the terms and conditions of said contract, then this obligation shall be void, otherwise, to remain in full force and effect. Upon failure of the Principal in the performance of the terms and conditions of said contract, then the Surety shall be liable in payment to Rockdale County of a sum not to exceed \$ 33,181.00, for the cost of completing the terms and conditions as set forth under the contract entered by the Principal with Rockdale County.

SIGNED, SEALED, AND DELIVERED the 5th day of October, 20 16 in the presence of:
S.A. Goodsell Development Co., Inc.

ATTEST:

Corporate Secretary

C. Nales

WITNESS

PRINCIPAL
Lexon Insurance Company

(SEAL)

SURETY Jessica Evans, Attorney-in-Fact

Mailing Address of Surety:

Lexon Insurance Company
1919 S. Highland Ave. Bldg. A-Suite 300
Lombard, IL 60148

POWER OF ATTORNEY

Lexon Insurance Company

LX-288503 COPY

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brad Quiri, Jessica Evans its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public- State of Tennessee Davidson County Mv Commission Expires 07-08-19

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 5th Day of October, 2016.



BY [Signature] Andrew Smith Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

PERFORMANCE GUARANTEE AGREEMENT

Unified Development Ordinance Sec. 302-28

GEORGIA, Rockdale County

THIS AGREEMENT, made this 6th day of October, by and between S.A. Goodsell Development Co. _____ hereinafter called the "Owner" as a party of the first part, and Rockdale County, a political subdivision of the State of Georgia, hereinafter called "County" as party of the second part. The words "Owner" and "County" include their respective heirs, successors and assigns.

WITNESSETH: That, whereas Owner has submitted to the County a plat subdividing the property of the Owner, a copy of which is on file in the office of the Planning & Development Department of said County, said plat entitled as follows: Parks of Stonecrest, Pod F Unit 2. The Owner shall provide the County with a certified copy of this properly executed improvement agreement covering all of the work to be done to complete all improvements.

- All improvements, whether required by this Title or constructed at the Owner's option, shall be constructed in accordance with the standards and provisions of the Rockdale County Unified Development Ordinance in force as of said date of this agreement.

- All required improvements shall be constructed satisfactorily within the period of two years be completed by October 6, 2018.
(not to exceed 24 months from date of agreement)

- The projected total cost for each improvement shall be determined by either of the following:
 - An estimate prepared and provided by the applicant's engineer and approved by the director. **(Attach)**
 - A copy of an executed construction contract with a bona fide and qualified contractor. **(Attach)**

- The estimated cost necessary to ensure the construction of improvements is \$79,363

- Guarantees and Sureties may be allowed for the following types of improvements:

- | | | | |
|-------------------------------------|----------------------------------|--------------------------|-------------------------------|
| <input type="checkbox"/> | Stormwater management facilities | <input type="checkbox"/> | Street surface course |
| <input checked="" type="checkbox"/> | Sidewalks | <input type="checkbox"/> | Landscaping and tree planting |
| <input type="checkbox"/> | Trails or walking paths | <input type="checkbox"/> | Recreational facilities |

Said performance guarantee shall be in an amount equal to 125 percent of the estimated construction cost and be for a term not to exceed 24 months, with one 12-month extension, subject to approval by the director. Improvements will be completed by October 6, 2018 .
(Date of expiration of Guarantee/Surety)

- Upon failure of the applicant to make required improvements (or to cause them to be made) according to the schedule for making those improvements, the county shall utilize the surety provided in connection with the agreement to complete the improvements. Said surety shall be of even date with agreement.

Surety or Guarantee Performance Bond Number 1143640
Lexon Insurance Co.

- At the applicant's request, the amount of the surety may be reduced once during the life (term) of the agreement, subsequent to the completion, inspection and acceptance of the improvements by the county.
- It shall be the responsibility of the Owner to petition the County in writing at least sixty (60) days prior to the termination of the completion period for release of the surety and to warrant that all improvements subject to the guarantee or surety have been completed to fulfill all the requirements of this title.

INDEMNIFICATION

The owner hereby agrees to indemnify the County and hold the County harmless from any and all damages which the County may suffer and from any and all liability, claims including interest thereon, demands, attorney's fees and costs of defense, or judgment against it, arising from errors or omissions in the design or construction of the development or from the effects of storm water flows onto, from, or across any and all lands as a result of the development, and owner expressly agrees to defend against any claims brought or actions filed against the County where such claim or action involves in whole or in part, the subject of the indemnity contained herein whether such claims or actions are rightfully or wrongfully brought or filed. This indemnification shall commence upon the date of this agreement and shall continue in full force and effect for a period of 10 years thereafter.

SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this agreement shall be declared or otherwise adjudged unconstitutional or void, the validity of the remaining portions of this agreement shall not be affected thereby, it being the intent of Rockdale County in adopting this agreement that no portion or provision of this agreement shall become inoperative or fail by reason of the unconstitutionality or invalidity of any section, subsection, sentence, clause, phrase, or provision of this agreement.

ASSIGNMENT OF LIABILITY

The owner hereby agrees that any assignment or transfer of the provisions of the Indemnification section, above, in whole or in part, to any successor in title or other person, shall be recorded with the Clerk of the Superior Court of Rockdale County and a copy of said legal instrument, as recorded, shall be filed with the Department of Planning & Development.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Stefane Brush
SIGNATURE (Corporate Seal)

Seal:

S. A. Goodsell Development Co.
OWNER NAME (Typed or Printed) *Steve Goodsell*
3715 Northside Pkwy, 106-130
OWNER ADDRESS
404-467-6600
OWNER PHONE

Stefane Brush
WITNESS
Stefane Brush
NOTARY PUBLIC



**ROCKDALE COUNTY,
PARTY OF THE SECOND PART**

Richard A. Oden, Chairman & CEO

**ATTESTED BY: CLERK
Rockdale County, Georgia**

PERFORMANCE BOND
(PREPARE ON COMPANY LETTERHEAD)

COPY

KNOW ALL MEN BY THESE PRESENT:

That we, S.A. Goodsell Development Co., Inc. of Rockdale County, State of Georgia, as "PRINCIPAL" and in the sum of \$ 79,363.00 lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that

WHEREAS, said Final Plat is to be approved by the Director of the Department of Planning & Development subject to ratification by Rockdale County Board of Commissioners, under the terms that a bond is required of said Principal and good and sufficient surety payable to Rockdale County and conditioned that the facilities shown on Final Plat in accordance with standard requirements of Rockdale County in force as of the date of said approval; and

WHEREAS, the Principal has entered into a Performance Agreement with Rockdale County dated the 5th day of October, 2016 in which Principal agrees and warrants, that as a condition precedent to approval of the plat subdividing certain property of the Principal entitled Completion of Sidewalks for Parks of Stonecrest Pod F, Unit 2, all guarantees and sureties shall be conditioned upon the faithful completion and performance by the developer of all work required for completion of all amenities, improvements and installations that are part of a subdivision of land in order to fulfill requirements of the Rockdale County Unified Development Ordinance. Such installations are to be completed by October, 2017 (within a period of two (2) years) but in no case shall the bond be released until the receipt in writing from the Director Planning & Development is given; and

WHEREAS, this agreement shall be governed by the laws of the State of Georgia.

NOW THEREFORE, if the Principal shall well and truly perform the terms and conditions of said contract, then this obligation shall become void, otherwise to remain in full force and effect. Upon failure of the Principal in the performance of the terms and conditions of said contract, then the Surety shall be liable in payment to Rockdale County of a sum not to exceed \$ 79,363.00, for the cost of completing the terms and conditions as set forth under the contract entered by the Principal with Rockdale County.

SIGNED, SEALED, AND DELIVERED the 5th day of October, 2016 in the presence of:
S.A. Goodsell Development Co., Inc.

ATTEST:

Corporate Secretary
C. Nales
WITNESS

(SEAL)
PRINCIPAL
Lexon Insurance Company

(SEAL)
SURETY Jessica Evans, Attorney-in-Fact
Mailing Address of Surety:
Lexon Insurance Company
1919 S. Highland Ave. Bldg. A-Suite 300
Lombard, IL 60148