

1 Introduced January 9, 2007, by Councilman
2 Kingston, seconded by Councilman Crockett,
3 (by request of Administration)

4 **Item No. 07-01-2623**

5 **ORDINANCE NO. 3377**

6 An ordinance accepting Alan Park Subdivision, as complete and the
7 responsibility for maintaining streets, utilities and drainage systems therein.
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9
10 WHEREAS, the Slidell Planning Commission approved the final plat of Alan Park
11 Subdivision, on December 18, 2006; and
12

13 WHEREAS, pursuant to Slidell Code of Ordinances, Appendix B, Part 6,
14 Section 6.101, the City Engineer has certified that the streets, utilities and drainage
15 system have been installed in an acceptable manner and according to City specifications;
16
17 and
18

19
20 WHEREAS, the developer has posted a warranty bond in an amount equal to
21 ten percent (10%) of the construction cost of streets, utilities and drainage system as
22 required by Slidell Code of Ordinances, Appendix B, Part 6, Section 6.201; and
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24
25 WHEREAS, the developer has posted two performance bonds totaling
26 \$14,000 (sidewalks- \$4,000/punch list items - \$10,000), and a maintenance bond in the
27 amount of \$26,450.00.
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30 NOW THEREFORE BE IT ORDAINED that:

31 (1) The Slidell City Council hereby accepts for maintenance the streets,
32 utilities and drainage system of Alan Park Subdivision; and
33

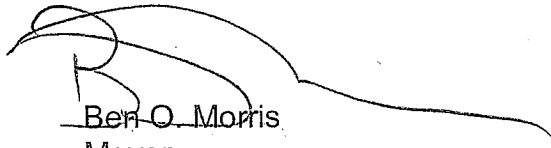
34 (2) The Slidell City Council hereby accepts Alan Park Subdivision,
35 consisting of 16 lots more fully shown on Survey Number 2005 092 by John E. Bonneau
36 & Associates, Inc.
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1 **ORDINANCE NO. 3377**
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3 **PAGE 2**

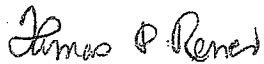
4
5 **ADOPTED** this 13th day of February, 2007.

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8 Kevin Kingston
9 President of the Council
10 Councilman-at-Large

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13 Ben O. Morris
14 Mayor

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17 Thomas P. Reeves
18 Council Administrator

DELIVERED	2:30 p.m.
2/14/07	to the Mayor
RECEIVED	2 p.m.
2/23/07	from the Mayor

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CITY OF SLIDELL

PLANNING DEPARTMENT

INTEROFFICE MEMO

TO: Tommy Reeves, Council Administrator
FROM: Martin Bruno, Jr., Planning Director
DATE: December 19, 2006
RE: Acceptance of Alan Park Subdivision



In accordance with Part 6, Appendix B, Subdivisions, please prepare the necessary resolution accepting Alan Park Subdivision, for maintenance by the City. Attached is a reduced copy of the final plat, certification by the city engineer, a copy of two (2) performance bonds totaling \$14,000 (sidewalks - \$4,000.00/punch list items - \$10,000.00) and a maintenance bond in the amount of \$26,450.00.

Thank you.

Attachments

MB/st

cc: Tim Mathison w/ Original Bonds



The City of Slidell

BEN O. MORRIS, Mayor

1330 Bayou Lane • P.O. Box 828 • Slidell, Louisiana 70459-0828
Telephone (985) 646-4320 Fax (985) 646-4356

MARTIN BRUNO, JR., FAICP
Director of Planning

PLANNING
DEPARTMENT

December 11, 2006

STAFF COMMENTS

CASE: FINAL PLAT APPROVAL – ALAN PARK SUBDIVISION

PETITIONER: Pinnacle Ventures, LLC

REQUEST: To receive Final Plat Approval of Alan Park Subdivision

COMMENTS:

Alan Park has been completed and certified by the City Engineer as to being constructed in accordance with the subdivision regulations.

Staff recommends final approval.

Certification of the Approval of
Streets and Utilities for Drainage
For Alan Park Subdivision

I hereby certify: that streets, utilities and drainage have been installed in an acceptable manner and according to city specifications, and the City has received bonds in sufficient amounts to cover those items still not completed. These bonds are as follows:

Sidewalk bond \$4,000
Punch List items \$10,000

All received by the City of Slidell, St. Tammany Parish, Louisiana, to assure completion of any uncompleted improvements in the case of default; and a maintenance bond in the amount of \$ 25,292.

December 4, 2006



City Engineer,
Slidell, Louisiana

RECEIVED NOV 2 9 2006

**PERFORMANCE
BOND**

(Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 104765176

KNOW ALL BY THESE PRESENTS, That we, Leon Lowe And Sons, Inc., as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto City of Slidell and Dapco, Inc., as Obligees, in the sum of Four Thousand and No/100--- Dollars (\$4,000.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligees dated September 15, 2006 for construction of the sidewalks for Alan Park Subdivision, Slidell, LA ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall perform the Construction Work to be done under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect. Surety's obligations hereunder shall not arise unless Principal is in default under the Contract for failing to perform the Construction Work, and has been declared by Obligees to be in default under the Contract for failing to perform the Construction Work; and Obligees has performed its obligations under the Contract. In such event, Surety shall have a reasonable period of time to:

1. Upon entering into an acceptable written takeover agreement with Obligees, undertake to perform and complete the Construction Work to be done under the Contract; or

2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligees and contractor, to be secured with performance and payment bonds executed by a qualified surety; or

3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Obligees and, as soon as practicable after the amount is determined, tender payment therefor to the Obligees; or (b) Deny liability in whole or in part and notify the Obligees citing reasons therefor.

4. The Contract balance, as defined below, shall be credited against the reasonable construction cost of completing the Construction Work to be performed under the Contract. If completed by Obligees pursuant to paragraphs 2 or 3 above, and the reasonable construction cost exceeds the Contract balance, Surety shall pay to Obligees such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Construction Work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Construction Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligees, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in the paragraph, shall mean the total amount payable by Obligees under the Contract and any amendments thereto, less the amounts properly paid by Obligees to Principal under the Contract. The term "Construction Work" as used herein shall mean the providing all labor and/or material necessary to complete Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Contract balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work.

5. Any suit by Obligees under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased performing the Construction Work under the Contract, excluding warranty work. If this bond is provided to

comply with bond statutes in the location where the Construction Work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the date of substantial completion of the Construction Work, or (z) the date Principal ceased performing Construction Work, excluding warranty work.

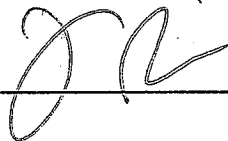
6. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

7. This bond shall not afford coverage for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract. No right of action shall accrue on this bond to or for the use of any person or entity other than the named Obligee.

8. This bond is provided to comply with applicable statutory or other legal requirement for performing construction contracts for public owners in the location where the Construction Work is being performed. Except as provided in paragraph 5 above, all provisions in the bond which are in addition to or differ from applicable statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

Signed this 15th day of September , 2006.

Leon Lowe And Sons, Inc.
(Principal)

By:  _____

Travelers Casualty and Surety Company of America

By:  _____
John B. Sneed, Attorney-in-Fact

**PERFORMANCE
BOND**

(Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 104765181

KNOW ALL BY THESE PRESENTS, That we, Leon Lowe And Sons, Inc., as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto City of Slidell and Dapco, Inc., as Obligees, in the sum of Ten Thousand and No/100--- Dollars (\$10,000.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligees dated October 4, 2006 for construction of miscellaneous items per punch list for Alan Park Subdivision, Slidell, LA ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall perform the Construction Work to be done under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect. Surety's obligations hereunder shall not arise unless Principal is in default under the Contract for failing to perform the Construction Work, and has been declared by Obligees to be in default under the Contract for failing to perform the Construction Work; and Obligees has performed its obligations under the Contract. In such event, Surety shall have a reasonable period of time to:

1. Upon entering into an acceptable written takeover agreement with Obligees, undertake to perform and complete the Construction Work to be done under the Contract; or
2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligees and contractor, to be secured with performance and payment bonds executed by a qualified surety; or
3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Obligees and, as soon as practicable after the amount is determined, tender payment therefor to the Obligees; or (b) Deny liability in whole or in part and notify the Obligees citing reasons therefor.
4. The Contract balance, as defined below, shall be credited against the reasonable construction cost of completing the Construction Work to be performed under the Contract. If completed by Obligees pursuant to paragraphs 2 or 3 above, and the reasonable construction cost exceeds the Contract balance, Surety shall pay to Obligees such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Construction Work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Construction Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligees, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in the paragraph, shall mean the total amount payable by Obligees under the Contract and any amendments thereto, less the amounts properly paid by Obligees to Principal under the Contract. The term "Construction Work" as used herein shall mean the providing all labor and/or material necessary to complete Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Contract balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work.
5. Any suit by Obligees under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased performing the Construction Work under the Contract, excluding warranty work. If this bond is provided to

comply with bond statutes in the location where the Construction Work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the date of substantial completion of the Construction Work, or (z) the date Principal ceased performing Construction Work, excluding warranty work.

6. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

7. This bond shall not afford coverage for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract. No right of action shall accrue on this bond to or for the use of any person or entity other than the named Oblige.

8. This bond is provided to comply with applicable statutory or other legal requirement for performing construction contracts for public owners in the location where the Construction Work is being performed. Except as provided in paragraph 5 above, all provisions in the bond which are in addition to or differ from applicable statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

Signed this 4th day of October , 2006.

Leon Lowe And Sons, Inc.
(Principal)

By: _____


Travelers Casualty and Surety Company of America

By: _____


John B. Sneed, Attorney-in-Fact

MAINTENANCE BOND

Bond 104832774

KNOWN ALL MEN BY THESE PRESENTS, That we, Leon Lowe and Sons, Inc. P.O. Box 310 Pearl River, LA 70452 (herein after called the "principal") as Principal, and Travelers Casualty and Surety Company of America of Hartford, Connecticut, as Surety are held and firmly bound unto, City of Slidell and Dapco Ventures, L.L.C. as Obligee, in the penal sum of Twenty Six Thousand Four Hundred Fifty and no/100 ***** (\$26,450.00), to which payment well and truly be made we do bind ourselves, our heirs, executors, successors, and assigns jointly and severally, firmly by these presents.

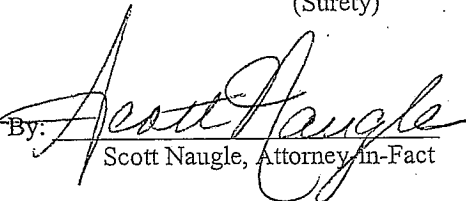
WHEREAS, said Principal shall maintain

The infrastructure (streets, drainage, water, and sanitary sewer) for all of Alan Park Subdivision, Slidell, LA.

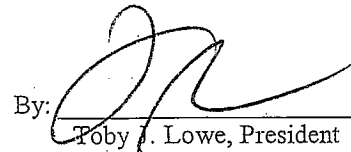
WHEREAS, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of one (1) year from and after approval of the final estimate on said project, then this obligation shall be void, otherwise to remain in full force and effect.

SINGED, SEALED AND DATED the 18th day of December, 2006.

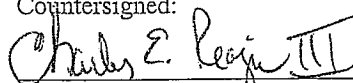
Travelers Casualty and Surety Company of America
(Surety)

By: 
Scott Naugle, Attorney-in-Fact

Leon Lowe and Sons, Inc.
(Principal)

By: 
Toby J. Lowe, President

Countersigned:


Charles E. Reagin, III, Louisiana Resident Agent
Wright & Percy Insurance

TABLED ITEM:

- 1) **A06-12/Z06-18: A request by G. Brice and Kathryn Jones to annex 4.0549 acres of land situated on the East side of Robert Road approximately 300 feet North of it's intersection with Brownsitch Road and zone from Parish C-1 Neighborhood Commercial to City C-2 Neighborhood Commercial.**

REMAINED TABLED

FINAL PLAT APPROVAL FOR ALAN PARK SUBDIVISION

Alan Park is located west of Ninth Street between Byrd St. and Indiana Avenue and consists of 5.35 acres divided into 16 lots.

FINAL PLAT APPROVAL GRANTED

RESUBDIVISIONS

- 1) Resubdivision of Lot B-2 into Lots B-2-2 and B-2-1, Westchester Estates Subdivision. Doug Ritter, Owner
- 2) Resubdivision of Lots 9, 10 & 11, Sq. 3, North End Addition, into Lot 10-A. Habitat for Humanity, Owner
- 3) Resubdivision of Lots 3 & 4, Sq. 6, Dittmar Addition into Lot 3A. Janice Hursey, Owner.
- 4) Resubdivision of Lots 3, 4 & 5, Village Square Subdivision into Lot 3-A. David R. Power, MD, Owner
- 5) Resubdivision of Lots 1 & 2, Sq. 10, Broadmoor Park Subdivision into Lot 1A. Thomas & Jacqueline McConnell, Owner

The above resubdivisions were approved with unanimous vote of 6-0-1.

OTHER BUSINESS

Election of Officers: Mr. William Champagne was elected Chairman of the P&Z and Ms. Mary Lou Hilts was elected Vice Chairman.

Approval of Meeting Dates for 2007: The meeting dates for 2007 were approved with the exception of the April meeting date of April 16th. It was moved to April 23.

Should you have any questions, please call the Planning Department, Ext. 320. Thank you.