

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Water & Sewer Cash Maintenance Bond – Mirror Lake
Commercial Ph 1

DEPARTMENT: Environmental Services **DIVISION:** Business Office

AUTHORIZED BY: *[Signature]* **CONTACT:** *[Signature]* **EXT.** 2148
John Cirello, Director Bob Briggs, Finance Manager

Agenda Date <u>1/09/06</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve release of original Water and Sewer Cash Maintenance Bond

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division.

Release Cash Maintenance Bond (Florida Conference Association of Seventh-day Adventist) in the amount of \$2,216.00 for water and sewer which was accepted by submission into County Records Memorandum for the project known as Mirror Lake Commercial Ph 1. District 3 – Van Der Weide

Reviewed by:
Co Atty: <u>N/A</u>
DFS: _____
Other: <u><i>[Signature]</i></u>
DCM: _____
CM: <u><i>[Signature]</i></u>
File No. <u>CESA01</u>



December 11, 2006

Becky Noggle
Seminole County
500 West Lake Mary Boulevard
Sanford, FL 32773-7441

RE: Mirror Lake Commercial Cash Maintenance Bond

Project Name: Mirror Lake Commercial Ph 1
Bond: Cash
Check # 3388749
Bond Amount: \$2,216.00
District # 3

Dear Ms. Noggle:

I am writing to formally request release of the above-referenced \$2,216.00 bond we posted for maintenance problems or design deficiencies at the Mirror Lake Commercial development. As noted on the enclosed letter from Mr. David Jackson, we have satisfied the requirements of our bond as noted at our November 21, 2006 re-inspection.

Thank you for processing the necessary paperwork to get this bond released. We appreciate the help and cooperation of your entire team through this process. If you have any questions or need further documentation or signatures, please let me know at (407) 644-5000 x168.

Sincerely,

A handwritten signature in black ink, appearing to read "Glenn Carter", is written over a horizontal line.

Glenn Carter
Vice President
Florida Conference Association of Seventh-day Adventists

cc: Frank McMillan, Esquire

ENVIRONMENTAL SERVICES DEPARTMENT



December 7, 2006

Florida Conference Association of Seventh-day Adventist
Attn: Glen Carter
655 North Wymore Rd.
Winter Park, FL 32789

Re: Cash Maintenance Bond

Project Name: Mirror Lake Commercial Ph 1
Check# 3388749
Amount: \$2,216.00
District #13

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **11/21/06** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **11/21/06**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of Cash Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Becky Noggle for David Jackson

David Jackson
Sr. Utilities Inspector

c: Project File

**WATER IMPROVEMENTS
CASH MAINTENANCE BOND**

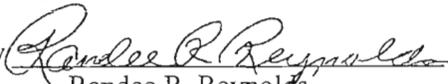
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Florida Conference Association of Seventh-day Adventists, a Florida corporation whose address is 655 North Wymore Road, Winter Park, FL as herein referred to as "PRINCIPAL" is hereby held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is SEMINOLE COUNTY Services Building, 1101 East First Street, Sanford, Florida, hereinafter referred to as "COUNTY", in the cash penal sum of Two Thousand Two Hundred Sixteen and 00/100 Dollars (\$2,216.00), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by this reference, does bind Florida Conference Association of Seventh-day Adventists, its successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the water improvements made as shown on Subdivision Plans and Specification prepared by Zev Cohen and Associates dated (See Schedule attached), including surveying, engineering and land clearing for MIRROR LAKE COMMERCIAL Subdivision shall be maintained by the Principal for a period of two (2) years or for any extension thereof agreed to by Seminole County, in accordance with the Maintenance Agreement attached hereto, and if all costs incurred in connection therewith shall be made and shall be paid in full, and in accordance thereof and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the Principal has executed these presents as of this 23rd day of March, 2004.

Florida Conference Association of
Seventh-day Adventists
655 North Wymore Road
Winter Park, FL 32789
Principal

By 
Randee R. Reynolds
Its Vice President
Corporate Seal

State of Florida
County of Orange

I hereby certify that on the 23rd of March, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Randee R. Reynolds as Vice President of Florida Conference Association of Seventh-day Adventists, a Florida corporation, and acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation. He is personally known to me.



Notary Public

Frank McMillan



Frank McMillan
MY COMMISSION # DD228043 EXPIRES
August 28, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

MAINTENANCE AND ESCROW AGREEMENT
(Water Improvements)
(For use with Cash Bond)

THIS AGREEMENT is made and entered into this 23rd day of March, 2004 between FLORIDA CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, a Florida corporation whose address is 655 North Wymore Road, Winter Park, FL as herein referred to as "Principal", Developer of Mirror Lake Commercial Subdivision, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, hereinafter referred to as "County."

WITNESSETH:

Whereas, Principal has constructed certain water improvements, including, but not limited to water lines, and other appurtenances in that certain subdivision described as Mirror Lake Commercial, a plat of which is recorded in Plat Book 63, Pages 15-17 of the Public Records of Seminole County Florida; and

Whereas, the aforesaid water improvements were made pursuant to certain plans and specifications prepared by Zev Cohen and Associates dated (See Schedule attached) (as subsequently revised or amended) and filed with the Seminole County Department of Environmental Services; and

Whereas, Principal is obligated to protect the County against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two years from April 6, 2004; and

Whereas, to guarantee performance of said obligation by Principal, Principal has obtained and furnished to the County a cashier's check in the sum of Two Thousand Two Hundred Sixteen and 00/100 Dollars (\$2,216.00)

Now therefore, in consideration of the agreements and promises herein made and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The County agrees to accept the water improvements into the County Utility System upon execution of this Agreement and to accept the above referenced cash sum as security for the maintenance obligation of the Principal.

2. The Principal hereby deposits in escrow with County, the sum of Two Thousand Two Hundred Sixteen and 00/100 Dollars (\$2,216.00) to guarantee that all water improvements set forth on plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.

3. The County agrees to hold said funds and to pay same out in the manner described herein.

4. Principal, its successors and assigns, agrees to be held and firmly bound to the County in the sum of Two Thousand Two Hundred Sixteen and 00/100 Dollars (\$2,216.00) on the condition that, if Principal shall promptly and faithfully protect the County against any defects resulting from faulty materials or workmanship of the aforesaid water improvements and maintain said water improvements for a period of two years from April 6, 2004, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

5. The Seminole County Department of Environmental Services shall notify the Principal in writing of any defects for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.

6. Should the Principal fail or refuse to perform or correct said defects within the time specified, the County shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to utilize the cash sum stated above to pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Further, the County, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing said Plat shall have the right to resort to any and all legal remedies against the Principal, both at law and in equity, including specifically, specific performance, to which the Principal unconditionally agrees.

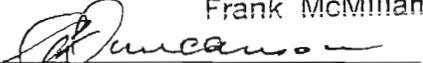
7. The Principal further agrees that the County, at its option, shall have the right to correct such defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the Principal shall fail or refuse to do so, and, in the event the County should exercise and give effect to such right, the Principal shall be obligated hereunder to reimburse the County the total cost thereof, including, but not limited to, engineering, legal, construction and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the Principal to correct such defects.

IN WITNESS WHEREOF the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

PRINCIPAL

Witnesses:

Florida Conference Association of
Seventh-day Adventists
655 North Wymore Road
Winter Park, FL 32789


Frank McMillan

Cynthia Duncanson

By 
Rande R. Reynolds
Its Vice President

Corporate Seal

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 25th day of March, 2004, by Rande R. Reynolds as Vice President of Florida Conference Association of Seventh-day Adventists, a Florida corporation. He is personally known to me.


Notary Public Frank McMillan



Frank McMillan
MY COMMISSION # DD228043 EXPIRES
August 28, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

**Seminole County Water & Sewer
CONNECTION FEES**

Name FLORIDA CONFERENCE ASSOC
Address _____
City _____
Phone _____

Subdivision MIRROR LAKE COMM System _____
Lot No. _____ Street _____ No. _____
Work Order No. _____

CASH MAINT BOND WITH ESCROW AGREEMENT

\$ 22,158.00 X 10% = \$ 2,216.00

Cashier's Check
3388749

PAID:

Misc.	\$	2,216.00	TO BE PLACED INTO ESCROW
Water	\$		
Sewer	\$		
Subtotal	\$		
Meter Set	\$		
Subtotal	\$		
Deposit	\$		
Total	\$	2,216.00	

By B. NOGGLE *Blu* Date 4/6/04

24 Hour Advance Notice Required Before Pick Up.

Consumers: 678-8896 - Winter Park

Greenwood: 321-0349 - Lake Mary

White copy - office copy Green copy - finance Canary - deposit copy
Pink - consumer copy Goldenrod - development file copy

Utility Agreement _____

BCC Approved _____

BCC Pending Approval X

09-14-3725B 6-2001

Bank of America. 

Cashier's Check

No. 3388749

Notice to Purchaser: In the event this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be discontinued within 90 days.

VOID AFTER 90 DAYS

Date: WAKEN 13, 2004

10-10-140

INTX

Banking Center: WINTER PARK 17-82

0007919 00004 3388749

FLORIDA CONFERENCE ASSOC/MIRROR LAKE
Remitter (Purchased By)

2216.00
\$

TWO THOUSAND TWO HUNDRED SIXTEEN DOLLARS AND 00 CENTS**

To
The
Order: **SEMINOLE COUNTY**
Of: ****


Authorized Signature

Bank of America, N.A.
San Antonio, Texas

⑈ 3388749⑈ ⑆ 114000019⑆ 001641002054⑈

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK