

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Maintenance Bond for Madison Creek

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

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

Agenda Date <u>1/9/07</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 Maintenance Bond

BACKGROUND:

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

Release Maintenance Bond #SU5005243-1 dated 9/17/04 (Centex Homes) in the amount of \$25,529.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Madison Creek. District 1 - Dallari

Reviewed by:	_____
Co Atty: N/A	_____
DFS:	_____
Other:	_____
DCM:	<u><i>[Signature]</i></u>
CM:	<u><i>[Signature]</i></u>
File No.	<u>CE5107</u>

CENTEX HOMES

Orlando Division

2301 Lucien Way, Suite 400
Maitland, FL 32751

Office: (407) 661-2150
Land Fax: (407) 389-0653

November 22, 2006

Ms. Becky Noggle
Senior Coordinator – Environmental Services
Seminole County Environmental Services
500 W. Lake Mary Boulevard
Sanford, FL 32773-7499

Via Fax: 407-665-2019

Re: **Release of Maintenance Bond**
Project Name: Madison Creek
Bond #: SU5005243-1 / Amount: \$25,529.00
District #1

Per Seminole County's letter dated November 22, 2006, Centex Homes has fulfilled all maintenance requirements as specified according to the inspection conducted by the County on November 21, 2006.

Centex Homes is hereby requesting release of the maintenance bond listed above. Please send original bond to my attention at 2301 Lucien Way, Suite 400, Maitland, FL 32751. If you have any questions, please feel free to contact me at 407-661-6204.

Sincerely,



Carolyn S. Hunt
Land Development Administrator
Centex Homes – Orlando Division
(407) 661-6204
cshunt@centexhomes.com

cc: File

ENVIRONMENTAL SERVICES DEPARTMENT



November 22, 2006

Carolyn Hunt
Centex Homes
2301 Lucien Way, Suite 400
Maitland, FL 32751

Re: Maintenance Bond

Project Name: Madison Creek
Bond# SU5005243-1
Amount: \$25,529.00
District #1

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 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 Don Johnson

Don Johnson
Sr. Utilities Inspector

c: Project File

SUBDIVISION SITE PLAN
MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

Bond No. SU 5005243-1

KNOWN ALL MEN BY THESE PRESENTS:

That we CENTEX HOMES, a Nevada General Partnership, whose address is 385 Douglas Avenue, Altamonte Springs, Florida 32714, hereinafter referred to as "Principal" and ARCH INSURANCE COMPANY, whose address is 135 N. Los Robles Avenue, Suite 825, Pasadena, CA 91101, hereinafter referred to as "Surety" are 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 32771, hereinafter referred to as the "County" in the sum of Twenty Five Thousand Five Hundred Twenty Nine and no/100-----\$25,529.00 for the payment of which we bind ourselves, heirs, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as Madison Creek, a plat of which is recorded in Plat Book 65, Page 38-41, Public Records of Seminole County, Florida.

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated July 30, 2003, and filed with the Department of Environmental Services of Seminole County.

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 (2) years from Sept 17, 2004. Then, this obligation shall be null and void; otherwise, it shall remain in full force and effect.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the COUNTY against any improvements and maintain said improvements for a period of two (2) years from Sept 17, 2004, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Environmental Services shall notify the PRINCIPAL in writing of any defect 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.

The **SURETY** unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defects or defects and pay the cost thereof, including, but not limited to, engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any

and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused 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 and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 26th day of August, 2004.

CENTEX HOMES, a Nevada General Partnership

Address:
385 Douglas Avenue
Altamonte Springs, FL 32714

[Signature] (SEAL)
PRINCIPAL
[Signature]

By: _____ Its: _____
(If a corporation)

ATTEST: _____ Its: _____
(If a corporation)

Address:
135 N. Los Robles
Suite 825
Pasadena, CA 91101

ARCH INSURANCE COMPANY
SURETY (SEAL)

By: [Signature]
Carmen Mims, Its Attorney-in-Fact

Countersigned By:

[Signature]
Juli A. Russell, Florida
Resident Agent

Witness:

[Signature]
Bridgette S. Jackson

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 24th day of November, 2003.

Arch Insurance Company

Attested and Certified



[Handwritten signature of Joseph S. Labell]

Joseph S. Labell, Corporate Secretary

[Handwritten signature of Thomas P. Luckstone]
Thomas P. Luckstone, Vice President

STATE OF CONNECTICUT SS

COUNTY OF FAIRFIELD SS

I Melissa B. Gilligan, a Notary Public, do hereby certify that Thomas P. Luckstone and Joseph S. Labell personally known to me to be the same persons whose names are respectively as Vice President and Corporate Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



[Handwritten signature of Melissa B. Gilligan]
Melissa B. Gilligan, Notary Public
My commission expires 2-28-05

CERTIFICATION

I, Joseph S. Labell, Corporate Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 24, 2003 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Thomas P. Luckstone, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 26th day of August, 2004.

[Handwritten signature of Joseph S. Labell]
Joseph S. Labell, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



Home Office: Kansas City, MO



ARCH Insurance Company

ARCH Surety

NOTICE – DISCLOSURE OF TERRORISM PREMIUM

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds on which Arch Insurance Company is the surety.

DISCLOSURE OF PREMIUM

The portion of the premium attributable to coverage for terrorist acts certified under the Act is Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable insurer deductible.