

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Maintenance Bonds for ITT Business Training Facility

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

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

Agenda Date 1-10-2006 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

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 #929 309 097 in the amount of \$20,000.00 for water and sewer which was accepted by submission into County Records Memorandum dated December 19, 2003 for the project known as ITT Business Training Facility. District 5 - Carey

Reviewed by:
Co Atty: N/A _____
DFS: N/A _____
Other: N/A _____
DCM: *SS* _____
CM: *AD* _____

File No. CE3A01



December 1, 2005

Seminole County Environmental Services
C/O Becky Noggle
500 W Lake Mary Blvd.
Sanford, FL 32773

Re: Water and Sewer Maintenance Bond
ITT Business Training Facility
Bond # 929 309 097
Amount- \$20,000

To Whom It May Concern:

This letter is in reference to the November 28, 2005 letter from Seminole County stating that the Seminole County Water and Sewer Inspector found no deficiencies or maintenance problems for the existing project.

As such, pursuant to Seminole County's Land Development Code, Duke-Oakmonte LLC respectfully requests the release of the original bond as referenced above.

If you have any questions, please contact David Dix, Jr. at 407-241-0014.

Sincerely,

A handwritten signature in black ink that reads "David Dix, Jr." with a stylized flourish at the end.

David Dix, Jr.
Development Services Manager
Duke Construction .

4700 Millenia Boulevard
Suite 380
Orlando, FL 32839
407.241.0000
www.dukerealty.com

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ENVIRONMENTAL SERVICES DEPARTMENT



November 28, 2005

Duke-Oakmonte LLC
4700 Millenia Blvd., Suite 380
Orlando, FL 32839

Re: Water and Sewer Maintenance Bond

Project Name: ITT Business Training Facility
Bond# 929 309 097
Amount: \$20,000.00
District #5

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 11/28/05 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 11/28/05, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Water and Sewer Maintenance Bond may be released as required by the LDC.

In writing, please contact Becky Noggle, 500 W Lake Mary Blvd, Sanford, FL 32773; phone, 407-665-2143 to request the release of the Letter of Credit or Bond. 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

Brent Keith
Sr. Utilities Inspector

c: Project File

APPROVED FORMS, ETC.

SUBDIVISION AND SITE PLAN

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That we Duke-Oakmonte, LLC, whose address is 4700 Millenia Boulevard Suite 380, Orlando, FL 32839, hereinafter referred to as "PRINCIPAL" and Western Surety Company, whose address is 6021 University Boulevard, Suite 500, Ellicott City, MD 21043, 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 Thousand and 00/100 (\$20,000.00)) 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 Oakmonte Park-Replat of Block C, a plat of which is recorded in Plat Book 62, Page 7, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated February 27, 2003, 2003, and filed with the Department of Environmental Services of Seminole County; 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 (2) years from December 15, 2003;

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from December 15, 2003, 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.

LAND DEVELOPMENT CODE

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 defect 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 12th day of December, 2003.

Address:
4700 Millenia Boulevard, Suite 380
Orlando, FL 32839

Duke-Oakmonte, LLC (SEAL)

PRINCIPAL

By: [Signature] Its: SE VP
(If a corporation)

ATTEST: [Signature] Its: Dev. Serv. Mgr.
(If a corporation)

Address:
6021 University Boulevard, Suite 500
Ellicott City, MD 21043

Western Surety Company (SEAL)

SURETY

By: [Signature]
Its Attorney-in-Fact
John C. Plate

ATTEST: [Signature]
Jessica J. Whitney, Witness As to Surety

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John C Plate, Jessica Whitney, Individually

of Falls Church, VA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 23rd day of April, 2003.

WESTERN SURETY COMPANY

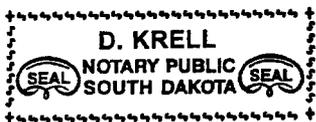


Paul T. Brufat
Paul T. Brufat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of April, 2003, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2006



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of December, 2003.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was 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 surety/insurer deductible.