

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Maintenance Agreements with Letter of Credit - Astor Farms Ph 2

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

AUTHORIZED BY: *Robert G. Adolphe* **CONTACT:** *Bob Briggs* **EXT.** 2148
Robert G. Adolphe, P.E., Director **Bob Briggs, Finance Manager**

Agenda Date <u>01/11/05</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"/>
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MOTION/RECOMMENDATION:

Approve release of original Water and Sewer Maintenance Agreements.

BACKGROUND:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted a re-inspection of the referenced project on **11/8/04** to insure that the maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Maintenance Agreement.

As of **11/8/04**, the Seminole County Water and Sewer Inspectors found no deficiencies. Therefore, the above mentioned Water and Sewer Maintenance Agreement may be released as required by the LDC.

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

Release Maintenance Agreement with Letter of Credit #ORL/P000085 (Landstar Development) in the amount of \$24,680.71 for the project known as **Astor Farms Ph2**. District 5.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: <u><i>ES</i></u>
CM: <u><i>KB</i></u>
File No. <u>CESA01</u>

Landstar Homes®

120 Fairway Woods Boulevard • Orlando, Florida 32824-9026 • 407-240-0044 • 1-800-327-9105 • Fax 407-851-9616

November 10, 2004

Ms. Becky Noggle
Seminole County
Environmental Services Dept.
500 W. Lake Mary Blvd.
Sanford, FL 32773

Re: Release of Letter of Credit- Astor Farms Phase 2

Dear Ms. Noggle:

Per our conversation, please initiate the release of the Letter of Credit of Maintenance for the water and sewer systems for the Astor Farms Phase 2 community. This project has passed the two year bond inspection and no deficiencies noted at this time.

The Letter of Credit is with Suntrust, Letter of Credit Number ORL/P000085.

Should you have any questions, please don't hesitate to contact us.

Sincerely,

LANDSTAR DEVELOPMENT CORPORATION



Andre M. Vidrine, P.E
Land Development Project Manager

CC: Guy Trussell
Victoria Bucher
Cindy Morse
AF 1108

SEMINOLE COUNTY LAND DEVELOPMENT CODE

MAINTENANCE AGREEMENT
(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this day of November 22, 2002 between LANDSTAR DEVELOPMENT CORPORATION, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including water lines, sewer lines, lift stations and other appurtenances in that certain subdivision described as PRESERVE AT ASTOR FARMS, PHASE 2, a Plat of which is recorded in Plat Book 61, Pages 11 through 14, Public Records of Seminole County; and

WHEREAS, the aforesaid water and sewer improvements were made pursuant to certain plans and specifications dated March, 2000, (as subsequently revised or amended) and filed with the Utilities Manager of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of road improvements and to maintain said water and sewer improvements for a period of two (2) years from November 27, 2002; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. P000085 issued by SUNTRUST Bank, N.A., in the sum of Twenty Four Thousand Six Hundred Eighty and 71/100 (\$24,680.71).

NOW, THEREFORE, the COUNTY agrees to accept the water and sewer improvements into the County Utility System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of Twenty Four Thousand Six Hundred Eighty and 71/100 (\$24,680.71) on the resulting from faulty materials or workmanship of the aforesaid water and sewer improvements and maintain said water and sewer improvements for a period of two (2) years from November 27, 2002, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Utilities Manager 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.

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 draw upon the Letter of Credit 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 the 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.

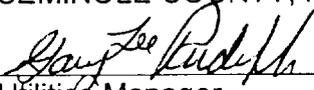
The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse 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 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 said defects.

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

WITNESS:

ENVIRONMENTAL SERVICES
SEMINOLE COUNTY, FLORIDA



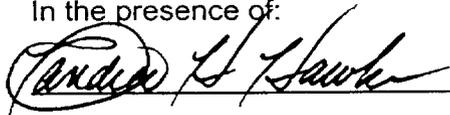


Utilities Manager

Date: 12/12/02

Signed, sealed and delivered
In the presence of:

LANDSTAR DEVELOPMENT CORPORATION



By: 

WILLIAM D. MORRISEY, EXECUTIVE
VICE PRESIDENT

Date: December 3, 2002



SUNTRUST

LETTER OF CREDIT NUMBER: P000065

NOVEMBER 22, 2002

SUNTRUST BANK
200 SOUTH ORANGE AVENUE
MAIL CODE 1042
ORLANDO, FL 32801
ATTN: JOHN DARNABY

PLEASE FIND ATTACHED THE ORIGINAL LETTER OF CREDIT
IN FAVOR OF SEMINOLE COUNTY BOARD OF COUNTY

TELEPHONE INQUIRIES MAY BE MADE TO JENNY MOODY
AT 404-827-6810 REGARDING OUR LETTER OF CREDIT
OR ANY AMENDMENTS THERETO.

PLEASE ADDRESS ALL CORRESPONDENCE TO:
SUNTRUST BANK
25 PARK PLACE, 16TH FLOOR
STANDBY LETTERS OF CREDIT DEPT. - 3706
ATLANTA, GA 30303

SUNTRUST

IRREVOCABLE LETTER OF CREDIT P000085

PAGE 1

LETTER OF CREDIT NUMBER: P000085
ISSUANCE DATE: NOVEMBER 22, 2002

APPLICANT:
LANDSTAR DEVELOPMENT CORPORATION
120 FAIRWAY WOODS BLVD.
ORLANDO, FLORIDA 32824

BENEFICIARY:
SEMINOLE COUNTY BOARD OF COUNTY
COMMISSIONERS
SEMINOLE COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FL 32771

FOR USD 24,680.71
(TWENTY FOUR THOUSAND SIX HUNDRED EIGHTY 71/100 U.S. DOLLARS)

DATE OF EXPIRATION: FEBRUARY 06, 2005
PLACE OF EXPIRATION: AT OUR COUNTERS

RE: ASTOR FARMS, PHASE 2 - SEWER AND WATER MAINTENANCE

EFFECTIVE NOVEMBER 27, 2002: BY ORDER OF LANDSTAR DEVELOPMENT CORPORATION, WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT NO. P000085 IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON SUNTRUST BANK UP TO AN AGGREGATE AMOUNT OF U.S.\$24,680.71 (TWENTY FOUR THOUSAND SIX HUNDRED EIGHTY AND 71/100 U.S. DOLLARS) AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT THE MAINTENANCE AGREEMENT DATED NOVEMBER 22, 2002, BETWEEN LANDSTAR DEVELOPMENT CORPORATION AND SEMINOLE COUNTY IS IN DEFAULT.

DRAFTS MUST BE DRAWN AND NEGOTIATED ON OR BEFORE FEBRUARY 06, 2005, AND EACH DRAFT MUST STATE THAT IT IS DRAWN UNDER SUNTRUST BANK IRREVOCABLE LETTER OF CREDIT NO. P000085 DATED NOVEMBER 22, 2002 AND THE AMOUNT THEREOF ENDORSED ON THIS LETTER OF CREDIT. THE BANK AGREES THAT THIS LETTER OF CREDIT SHALL AUTOMATICALLY RENEW ITSELF FOR SUCCESSIVE ONE-YEAR PERIODS UNLESS THE BANK SHALL GIVE NOTICE TO YOU NO LATER THAN FORTY-FIVE (45) DAYS PRECEDING AN EXPIRATION DATE THAT IT CHOOSES NOT TO RENEW THE LETTER OF CREDIT, IN WHICH CASE, THE COUNTY SHALL BE ENTITLED TO DEMAND AND RECEIVE THE OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. ~~IN THE EVENT A DRAW BASED ON~~

Jm

SUNTRUST

IRREVOCABLE LETTER OF CREDIT P000085 PAGE 2
EXPIRATION OF THIS LETTER OF CREDIT THE PROCEEDS SHALL BE HELD
BY SEMINOLE COUNTY AS A CASH BOND TO TO SECURE CONTINUED
ADHERENCE TO THE TERMS OF THE MAINTENANCE AGREEMENT WITH
LANDSTAR DEVELOPMENT CORPORATION.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE
ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED". IN ANY
EVENT, UPON EXPIRATION OF THE MAINTENANCE AGREEMENT DATED
NOVEMBER 22, 2002, AND THE COMPLETION OF LANDSTAR DEVELOPMENT
CORPORATION OBLIGATIONS THEREUNDER, YOU WILL RETURN THE ORIGINAL
LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED".

WE HEREBY ENGAGE WITH DRAWERS, ENDORSERS, AND BONAFIDE HOLDERS
OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF
THIS LETTER OF CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED
UPON PRESENTATION TO SUNTRUST BANK, 200 SOUTH ORANGE AVENUE,
INTERNATIONAL DIVISION, ORLANDO, FLORIDA 32801 ON OR BEFORE
FEBRUARY 06, 2005, OR ANY EXTENDED DATE.

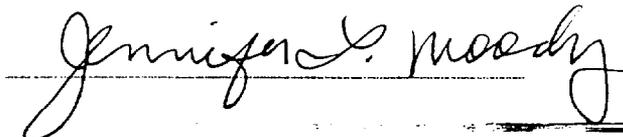
IF THE BOARD OF COUNTY COMMISSIONERS INITIATES SUIT UNDER THIS
LETTER OF CREDIT, THE BANK HEREBY AGREES TO BE RESPONSIBLE FOR
SEMINOLE COUNTY'S COURT COSTS AND REASONABLE ATTORNEY'S FEES,
BUT SUNTRUST BANK SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEYS'
FEES IN EXCESS OF FIFTEEN PERCENT (15%) OF THE AGGREGATE AMOUNT
OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR
UNDERTAKING AND SUCH UNDERTAKING SHALL NOT, IN ANY WAY, BE
AMENDED BY REFERENCE HEREIN TO ANY AGREEMENT, AND ANY SUCH
REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE
ANY DOCUMENT OR AGREEMENT OTHER THAN THE MAINTENANCE AGREEMENT
DATED NOVEMBER 22, 2002, AND REFERENCED HEREIN.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND
PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL
CHAMBER OF COMMERCE PUBLICATION 500.

SINCERELY,

SUNTRUST BANK



A handwritten signature in cursive script, appearing to read "Jennifer S. Moody", is written over a horizontal line.

CONTINUED ON NEXT PAGE

SUNTRUST

IRREVOCABLE LETTER OF CREDIT P000085

PAGE 3

AUTHORIZED SIGNATURE

JENNIFER L. MOODY

VICE PRESIDENT

HARLING LOCKLIN & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • SURVEYORS

**The Preserve @ Astor Farms Phase 2
Seminole County, Florida
Engineer's Estimate of Cost
Sanitary Sewer and Water Improvements**

SANITARY SEWER SYSTEM

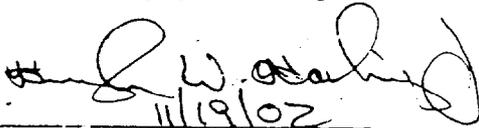
DESCRIPTION	QTY	UNIT	PRICE	TOTALS
Sanitary Manhole (0-6)	14	EA	\$ 1,677.64	\$ 23,486.96
Sanitary Manhole (6-8)	3	EA	\$ 2,153.82	\$ 6,461.46
8" Sanitary PVC (0-6)	3,822	LF	\$ 15.23	\$ 58,209.06
8" Sanitary PVC (6-8)	936	LF	\$ 19.47	\$ 18,223.92
8" Sanitary D.I.P. (0-6)	20	LF	\$ 32.84	\$ 656.80
Single Services	18	EA	\$ 273.60	\$ 4,924.80
Double Services	40	EA	\$ 289.11	\$ 11,564.40
APC Ball Markers "Green"	104	EA	\$ 14.61	\$ 1,519.44
Miscellaneous Fittings	1	LS	\$ 933.97	\$ 933.97
SUBTOTAL				\$ 125,980.81

POTABLE WATER SYSTEM

DESCRIPTION	QTY	UNIT	PRICE	TOTALS
8" Gate Valve	5	EA	\$ 1,026.15	\$ 5,130.75
12" Gate Valve	1	EA	\$ 1,869.68	\$ 1,869.68
Fire Hydrants	8	EA	\$ 2,271.61	\$ 18,172.88
8" Water Main	5,070	LF	\$ 10.44	\$ 52,930.80
8" DI Water Main	60	LF	\$ 15.98	\$ 958.80
Single Services	34	EA	\$ 323.02	\$ 10,982.68
Double Services	32	EA	\$ 343.07	\$ 10,978.24
APC Ball Markers "Blue"	90	EA	\$ 14.61	\$ 1,314.90
Misc. Fittings	1	LS	\$ 18,487.56	\$ 18,487.56
SUBTOTAL				\$ 120,826.29

SANITARY SEWER & POTABLE WATER TOTAL	\$ 246,807.10
10% OF IMPROVEMENT TOTAL	X 0.10
MAINTENANCE BOND AMOUNT (10%)	\$ 24,680.71

Based on the total cost of \$246,807.10 the letter of credit to guarantee the materials, workmanship, structural integrity, functioning and maintenance of the improvements is \$24,680.71


 11/19/02
 Hugh W. Harling Jr., P.E.
 #11629

Date _____