

Item # 23

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Performance Bond # 6200012 for Trinity Center (aka Ashford Park Townhomes)

DEPARTMENT: Planning & Development **DIVISION:** Development Review

AUTHORIZED BY: Dori L. DeBord **CONTACT:** Cynthia Sweet **EXT.** 7443

Agenda Date <u>01/23/2007</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:

Authorize the release of Performance Bond # 6200012 for Trinity Center (aka Ashford Park Townhomes), as requested by Centex Homes, applicant.

District 1 Dallari

(Cynthia Sweet, Senior Planner)

BACKGROUND:

The subdivision is located on the south side of Aloma Avenue (SR 426), at the south end of Tuskawilla Road, and approximately ¼ mile west of SR 417, in Section 36, Township 21 S, Range 30 E, within the Trinity Retail Center Planned Unit Development.

Performance Bond # 620012 in the amount of \$910,359.00 (Safeco Insurance Company of America and General Insurance Company of America) was required as part of the Land Development Code Section 35.44 (e) Additional Required Legal Submittals, (1) Bonds. The bond was to secure the construction and completion of the subdivision improvements for Ashford Park Townhomes.

The Performance Bond was replaced with a two-year maintenance bond to ensure the maintenance of the subdivision improvements. Staff has conducted the final construction inspection and found that the construction requirements were completed per the approved final engineering plan for the Ashford Park Townhomes. Staff completed the bond inspections and the Board has released the two-year maintenance bonds. No further bonds are required to ensure that construction is completed or that maintenance of the subdivision improvements is needed.

The applicant did not request that the performance bond be released when the maintenance bonds were approved. To close out the project they are now making that request.

Reviewed by:	<u>KPT</u>
Co Atty:	<u>[Signature]</u>
DFS:	
Other:	<u>[Signature]</u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>cpdd01</u>

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of Performance Bond # 6200012 for subdivision improvements for Ashford Park Townhomes, as requested by the applicant.

District 1 - Dallari

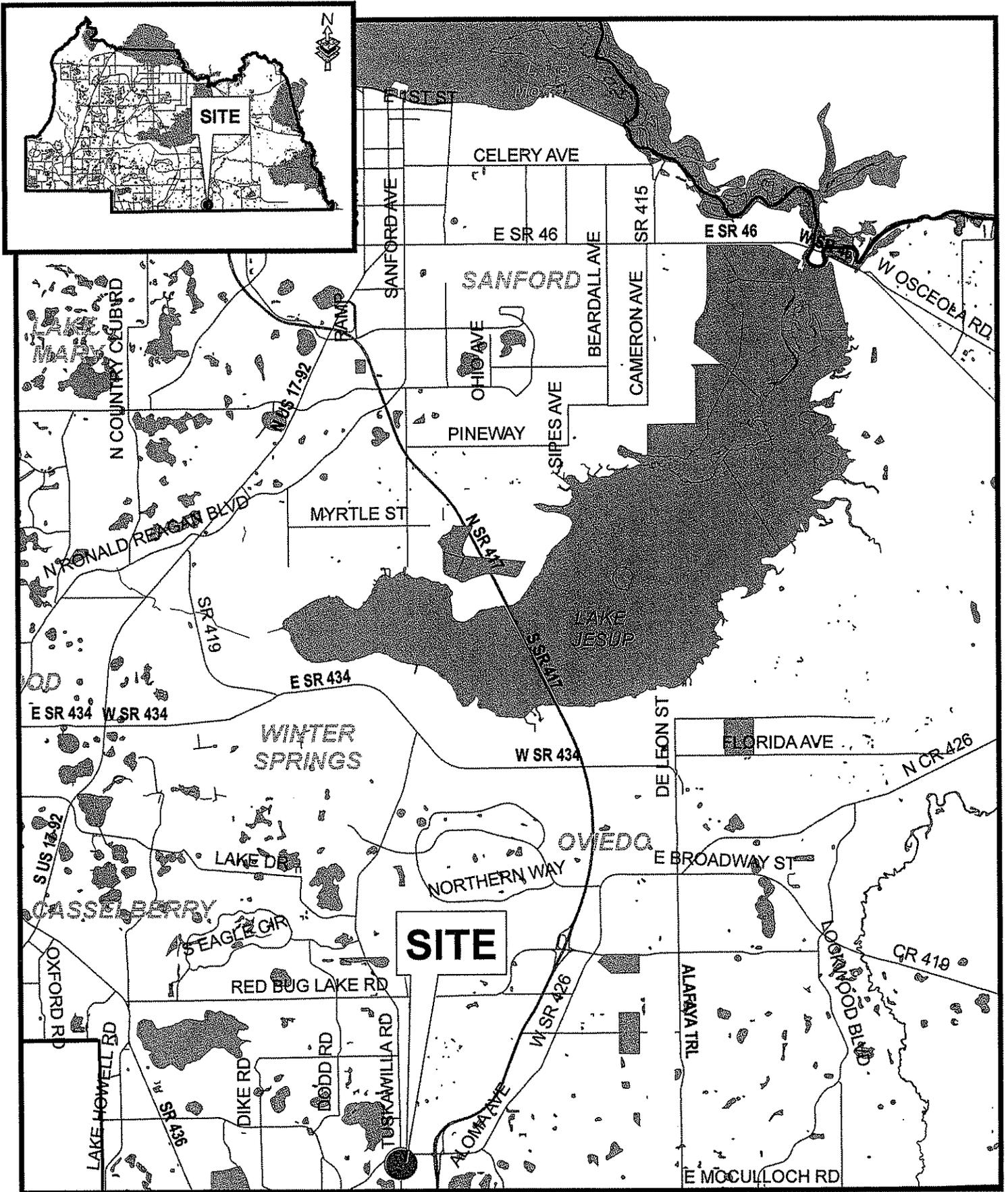
Attachment:

Location Map – Exhibit A

Copy of Performance Bond # 6200012 – Exhibit B

Copy of Roads, Drainage, Stormwater Maintenance Bond # 6200012-1 – Exhibit C

Copy of Utilities Maintenance Bond # 6236213 – Exhibit D



**Ashford Park Townhomes
Release of Performance Bond**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

CENTEX HOMES, a Nevada
THAT WE, General Partnership hereinafter called the "Principal", and Safeco Insurance Company, A Surety Company called "Surety" are held and firmly bound to Seminole County, a Political subdivision of the State of Florida, in the full sum of \$ 910,359.00---, lawful money of the United States of America, to be paid to the Board of County Commissioners of Seminole County, to which payment will be truly made. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has, as a condition, precedent to the approval by Seminole County, a Plat of certain subdivision known as TRINITY CENTER has covenanted and agreed with Seminole County to construct roads, grading, curbs, drainage, lift station, water and sewer systems, and other improvements based upon development plans and plans and specifications being dated this _____ day of _____, 1999, and being on file with the county Engineer of Seminole County, Florida.

WHEREAS, it is a condition precedent to the recording of said subdivision that this bond be executed.

NOW THEREFORE, the conditions of these obligations are such that if the bound Principal shall construct the aforesaid improvements in accordance with the development plans and plans and specifications dated the _____ day of _____, 1999, within the time therein specified and shall in every respect fulfill its, his, their obligations under the development plans and plans and specifications, and shall indemnify and save harmless the county of Seminole against or from all claims, cost expenses, damages, injury, or loss, including engineering, legal and contingent costs which Seminole county may sustain on account of the failure of the Principal to perform in accordance with the development plans and plans and specifications within the time therein specified, then this obligation is to be void; otherwise, same is to be and remain in full force and vertue.

THE SURETY unconditionally covenants and agrees that if the Principal fails to perform all or part of the construction work required by the development plans or plans and specifications above referred to, within the time specified, the Surety, upon forty five (45) days written notice from Seminole County, or its authorized agent or officer, of the default, will forthwith perform and complete the affoesaid construction work and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the Surety fail or refuse to perform and complete the said improvements, the County of Seminole, in view of the public interest, health, safety and welfare factors involved, and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and equity, including specific performance, to which the Pricipal and Surety unconditionally agree.

THE PRINCIPAL and the Surety further jointly and severally agree, that the county of Seminole, at its option, shall have the right to construct or cause to be constructed, the aforesaid improvements in case the Principal shall fail to do so. In the event the County of Seminole should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally liable hereunder, to reimburse the County of Seminole the total cost thereof, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to carry out and execute all the provisions of said agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed these presents this
27TH day of JANUARY, 2003

Address:
385 Douglas Ave
Altamonte Springs, FL 32714

Principal CENTEX HOMES, a Nevada General Partnership
(Seal)
By: [Signature]

Address:
SAFECO PLAZA
SEATTLE, WA 98185

SAFECO INSURANCE COMPANY OF AMERICA
Surety
By: [Signature]
Attorney in Fact ALLYSON DEAN

Countersigned by:
[Signature]
JULI A. RUSSELL

Witness: [Signature]



SAFECO®

POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 7386

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****LAWRENCE W. WAUDIE; CARMEN MIMS; BRIAN M. LEBOW; DEBORAH GRIFFITH; ALLYSON DEAN; BRIDGETTE S. JACKSON; Dallas, Texas*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 1st day of June, 2001

R.A. Pierson

R.A. PIERSON, SECRETARY

Mike McGavick

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R.A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 27TH day of JANUARY, 2003



R.A. Pierson

R.A. PIERSON, SECRETARY

BOND NO. 6200012-1

SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we CENTEX HOMES, a Nevada General Partnership hereinafter referred to as "Principal" and SAFECO INSURANCE COMPANY OF AMERICA, hereinafter referred to as "Surety" are held and firmly bound unto the ASHFORD PARK aka TRINITY CENTER subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of \$ (\$54,655.00) 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 streets, curbs, storm drains and other appurtenances in that certain subdivision described as _____, a plat of which is recorded in Plat Book _____, Page _____, Public Records of Seminole County, Florida.

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, _____, and filed with the County Engineer of Seminole County.

WHEREAS, Principal is obligated to protect each and every Beneficiary against any defects resulting from faulty materials or workmanship of the aforesaid improvements and the maintain said improvements for a period of two (2) years from April 29, 2004.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the Beneficiaries 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 April 29, 2004, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Any Beneficiary may 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 thirty (30) days written notice from any Beneficiary, or an 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, and Beneficiary, in view of the health, safety, welfare, and factors involved, 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 agrees that the Beneficiaries shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and in the event the Beneficiaries should exercise ad give effect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Beneficiaries the total cost thereof, including, but not limited to, engineering, legal 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.

(This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Beneficiaries and maintained in the public records of Seminole County.)

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this 19th day of February, 2004

Address:
385 Douglas Ave
Altamonte Springs, FL 32714

CENTEX HOMES, a Nevada General Partnership
Principal (SEAL)

By: Rehut Its: DIVISION PRESIDENT
(If a corporation)

Attest: [Signature] Its: COMPTROLLER
(If a corporation)

Address:
SAFECO PLAZA
SEATTLE, WA 98185

SAFECO INSURANCE COMPANY OF AMERICA
Surety (SEAL)

By: [Signature]
Its Attorney in Fact, ALLYSON DEAN

Countersigned By:

[Signature]
Julia A. Russell
Florida Resident Agent

Attest: [Signature]



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 7386

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint
*****LAWRENCE W. WALDIE; CARMEN MIMS; BRIAN M. LEBOW; DEBORAH GRIFFITH; ALLYSON DEAN; BRIDGETTE S JACKSON; Dallas, Texas*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 10th day of April, 2003

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect.

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 19th day of February, 2004



CHRISTINE MEAD, SECRETARY

SUBDIVISION SITE PLAN
MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

Bond No. 6236213

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 SAFECO INSURANCE COMPANY OF AMERICA, whose address is SAFECO Plaza, Seattle, WA 98185, 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 Thirty Four Thousand Nine Hundred Ninety Eight and 00/100-----(\$34,998.00) 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 Ashford Park, Trinity Townhomes, a plat of which is recorded in Plat Book 63, Page 28-34, Public Records of Seminole County, Florida.

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, 20____, 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 January 30, 2004.

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 January 30, 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 11th day of September, 2003.

CENTEX HOMES, a Nevada General Partnership

Address:
385 Douglas Avenue
Altamonte Springs, FL 32714

PRINCIPAL (SEAL)

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

ATTEST: [Signature] Its: _____
(If a corporation)

Address:
SAFECO Plaza
Seattle, WA 98185

SAFECO INSURANCE
COMPANY OF AMERICA
SURETY (SEAL)

By: [Signature]
Allyson Dean, Its Attorney-in-Fact

Countersigned By:

[Signature]
Juli A. Russell, Florida
Resident Agent

Witness:
[Signature]



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 7386

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****LAWRENCE W. WALDIE; CARMEN MIMS; BRIAN M. LEBOW; DEBORAH GRIFFITH; ALLYSON DEAN; BRIDGETTE S. JACKSON; Dallas, Texas*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 10th day of April, 2003

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 11th day of SEPTEMBER, 2003



CHRISTINE MEAD, SECRETARY

IMPORTANT NOTICE TO SURETY BOND CUSTOMERS REGARDING THE TERRORISM RISK INSURANCE ACT OF 2002

As a surety bond customer of one of the SAFECO insurance companies (SAFECO Insurance Company of America, General Insurance Company of Americas, First National Insurance Company, American States Insurance Company or American Economy Insurance Company), it is our duty to notify you that the Terrorism Risk Insurance Act of 2002 extends to "surety insurance". This means that under certain circumstances, we may be eligible for reimbursement of certain surety bond losses by the United States government under a formula established by this Act.

Under this formula, the United States government pays 90% of losses caused by certified acts of terrorism that exceed a statutorily established deductible to be paid by the insurance company providing the bond. The Act also establishes a \$100 billion cap for the total of all losses to be paid by all insurers for certified acts of terrorism. Losses on some or all of your bonds may be subject to this cap.

This notice does not modify any of the existing terms and conditions of this bond, the underlying agreement guaranteed by this bond, any statutes governing the terms of this bond, or any generally applicable rules of law.

At this time, there is no premium charge resulting from this Act.