

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of Maintenance Agreements and Letters of Credit

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

AUTHORIZED BY: Dan Matthys *(signature)* **CONTACT:** Tom Radzai *(signature)* **EXT.** 7342

Agenda Date <u>2/28/2006</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 the Winding Cove Subdivision and 24th Street Right of Way / Cedar Hill Road Maintenance Agreements and Letters of Credit for road improvements:

District – 1 Dallari and District – 5 Carey (Tom Radzai, Development Review Engineer)

BACKGROUND:

The following Maintenance Agreement Letters of Credit were required as part of the Land Development Code Section 35.44 (e) (1) to insure operating conditions have not significantly degraded. A two year maintenance inspection was conducted by staff for these projects and was determined to be satisfactory.

- **Winding Cove Subdivision**
Irrevocable Letter of Credit # 82 for \$21,000.00 (Bank First).
- **24th Street Right of Way/Cedar Hill**
Letter of Credit # MBL-SB-35811 for \$7,140.30 (Regions Bank).

STAFF RECOMMENDATION:

Staff recommends the release of these two Maintenance Agreements and Letters of Credit.

Districts 1 and 5 (Carey and Dallari)

Attachments: Copies of Maintenance Agreement Letters of Credit

Reviewed by: <i>(signature)</i>
Co Atty: <i>(signature)</i>
DFS: _____
Other: <i>(signature)</i>
DCM: <i>(signature)</i>
CM: <i>(signature)</i>
File No. <u>cpdd01</u>

SUBDIVISION AND SITE PLAN

MAINTENANCE AGREEMENT
(Road Improvements)

THIS AGREEMENT is made and entered into this 13th day of Nov.
19 2002 between Byron B. Bonyadi
hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political
subdivision of the State of Florida, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain road improvements, including
streets, curbs, storm drains and other appurtenances in that certain subdivision
described as Winding Cove Subdivision, a Plat of which is recorded
in Plat Book 61 Pages 52, Public Records of Seminole County, Florida;
and

WHEREAS, the aforesaid road improvements were made pursuant to certain
plans and specifications dated Nov 16, 192001 (as subsequently
revised or amended) and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects
resulting from faulty materials or workmanship of said road improvements and to
maintain said road improvements for a period of two (2) years from Nov 13,
192002 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. 82 issued by Bank First, in the sum of
Twenty One THOUSAND DOLLARS (\$ 21,000.00).

NOW THEREFORE, the COUNTY agrees to accept the road improvements into the
County Road 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 One Thousand DOLLARS (\$ 21,000.00) 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 road improvements and maintain said road improvements for a period of
two (2) years from April 23, 192003 then this obligation shall be null and
void; otherwise it shall remain in full force and effect.

The County Engineer 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.



5025 Old Howell Branch Road
Winter Park, Florida 32792
Phone: (407) 677-9779
FAX: (407) 677-8774

SUBDIVISION AND SITE PLAN
IRREVOCABLE LETTER OF CREDIT

March 28, 2003

Seminole County Board of County Commissioners
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

RE: Irrevocable Letter of Credit Number 82
Replaces Irrevocable Letter of Credit Number 79 Dated November 13, 2002

Dear Commissioners:

By order of Associated Design and Construction, Inc., we hereby establish an Irrevocable Letter of Credit in your favor. We hereby authorize you to draw on BankFIRST, Winter Park, FL up to an aggregate amount of Twenty One Thousand Dollars (\$21,000.00) available by your drafts at sight accompanied by a signed statement of the Board of County Commissioners that the Maintenance Agreement dated November 13, 2002, between Associated Design and Construction, Inc. and Seminole County is in default.

Drafts must be drawn and negotiated on or before December 31, 2004 – 26 months after the date of the Maintenance Agreement, and each draft must state that it is drawn under Irrevocable Letter of Credit Number 82 of BankFIRST dated March 28, 2003 with 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 money represented by this Letter of Credit. In the event of a draw based on the expiration of this Letter of Credit, the proceeds shall be held by Seminole County as a Cash Bond to secure continued adherence to the terms of the Maintenance Agreement with Associated Design and Construction.

BK 297 PG 0532

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 13, 2002, and the completion of Associated Design and Construction's obligations hereunder, you will return the original Letter of Credit to this Bank marked "Cancelled."

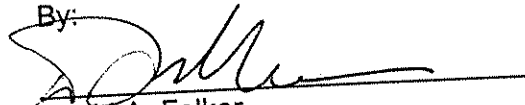
We hereby engage with drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit, that such drafts will be duly honored upon presentation to BankFIRST.

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 BankFIRST shall not be responsible for any attorney's 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 such reference shall not be deemed to incorporate herein by reference any document or agreement other than the Maintenance Agreement dated November 13, 2002, and referenced herein.

BankFIRST

By:


David A. Felker
Executive Vice President

SUBDIVISION AND SITE PLAN

MAINTENANCE AGREEMENT
(Road Improvements)

2003 THIS AGREEMENT is made and entered into this 27th day of OCTOBER, 2003, between REGULATOR JOHNSON INC hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as CEDARHILL (24th St ROW), a Plat of which is recorded in Plat Book _____ Pages _____, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated JANUARY 15, 2003 (as subsequently revised or amended) and filed with the County Engineer of Seminole County; and

2003 WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said road improvements for a period of two (2) years from OCT 27th; 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. M01583581 issued by REGIONS BANK, in the sum of SEVENTHOUSAND ONE HUNDRED FORTY & 30/100 DOLLARS (\$7,140.30).

NOW THEREFORE, the COUNTY agrees to accept the road improvements into the County Road 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 SEVENTHOUSAND ONE HUNDRED FORTY & 30/100 DOLLARS (\$7,140.30) 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 road improvements and maintain said road improvements for a period of two (2) years from OCT 27, 2003 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer 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.

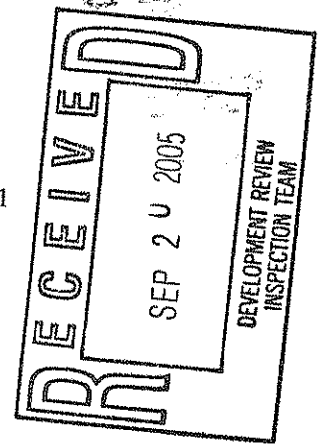


IRREVOCABLE STANDBY LETTER OF CREDIT

IN FAVOR OF:
Seminole County Board of
County Commissioners
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

DATE: October 23, 2003
CREDIT NUMBER: MBL-SB-35811

FOR ACCOUNT OF:
Regulator Johnson, Inc.
71 E. Church Street Ste. 200
Orlando, FL 32301



AMOUNT: \$7,140.30 (Seven Thousand
One Hundred Forty and 30/100 U.S. Dollars)
(plus 15%, \$1,071.05, for legal expenses as
as stipulated below)

EXPIRATION: December 28, 2005
AT OUR COUNTERS IN MOBILE, ALABAMA
106 St. Francis St., 16th Floor, Mobile, AL 36606
(Automatically Extended)

LADIES AND GENTLEMEN:

By order of Regulator Johnson, Inc. ("Regulator"), we hereby establish an Irrevocable Standby Letter of Credit in your favor. We hereby authorize you to draw on Regions Bank ("Bank") up to an aggregate amount of \$7,140.30 available by your draft(s) at sight accompanied by a dated statement purportedly signed by an authorized representative of the Board of County Commissioners stating that: the Maintenance Agreement dated October 27, 2003 between Regulator Johnson, Inc., and Seminole County is in default.

Drafts must be drawn and negotiated on or before December 28, 2005, and each draft must state that it is drawn under Irrevocable Letter of Credit no. MBL SB 35811 of Regions Bank dated October 23, 2003, 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 the 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 expiration of this Letter of Credit, the proceeds shall be held by Seminole County as a Cash Bond to secure continued adherence to the terms of the Maintenance Agreement with Regulator Johnson, Inc.

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 October 27, 2003 and the completion of Regulator Johnson, Inc., obligations thereunder, you will return the original Letter of Credit to the Bank marked "Cancelled."

We hereby engage with you as drawer, endorser, and bona fide holder of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

If the Board of County Commissioners initiates a suit under this Letter of Credit, Regions Bank hereby agrees to be responsible for Seminole County's court costs and reasonable attorneys' fees, but the 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 to any document or agreement.

This credit is subject to ISP98

THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS MUST BE PRESENTED WITH ANY DRAWING. PLEASE NOTIFY US, IN WRITING, OF ANY CHANGE IN YOUR ADDRESS.

Please call Region Bank to verify signatures.

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/mk

REGIONS BANK, MOBILE, ALABAMA

Michelle Hyley

106 St. Francis Street Post Office Box 2527 Mobile, Alabama 36602 Telephone: 251-690-1245
Telex: 505528MNB Answerback: FAB COMM MBL SWIFT: FABSUS44MBL FAX: 251-690-1247