

Item # 46

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Performance Bond for Chase Townhomes Phase II

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

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Rebecca Hammock **EXT.** 7438

Agenda Date <u>7/13/04</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 # 6023808 in the amount of \$257,835.38 for Roads, Streets, Drainage and Water & Sewer for the Chase Townhomes Phase II subdivision as requested by Diana Cabrera for Pulte Homes.

District 5- McLain (Rebecca Hammock, AICP – Principal Planner)

BACKGROUND:

The Chase Townhomes are located within the Chase Groves Planned Unit Development in Section 3, Township 20 South, Range 30 East, west of Vineland Road and NW of Old Lake Mary Road.

A Performance Bond in the amount of \$257,835.38 was required as part of the Land Development Code Section 35.44 (d) (1) to secure the construction and completion of the subdivision infrastructure improvements. Staff has conducted their final construction inspection and found that the construction requirements were completed per the approved final engineering plan.

STAFF RECOMMENDATION:

Staff recommends approval to release the Performance Bond for the subdivision improvements for Chase Townhomes Phase II.

Attachments: Performance Bond Copy
Copy of Certificate of Completion

Reviewed by: Co Atty: <u>RJC</u> DFS: _____ Other: _____ DCM: <u>SS</u> CM: <u>KB</u> File No. <u>cpdd02</u>

PERFORMANCE BOND
(Roads, Streets, Drainage, Water and Sewer Improvements)

BOND NO 6023808

KNOW ALL MEN BY THESE PRESENTS:

That we, Pulte Home Corporation, hereinafter called the "Principal", and Safeco Insurance Company of America, a surety company authorized to do business in the State of Florida, hereinafter called "Surety" are held and firmly bound to SEMINOLE COUNTY, a political subdivision of the State of Florida, in the full and just sum of two hundred fifty seven thousand eight hundred thirty five and 38/100 (\$257,835.38), lawful money of the United States of America, to be paid to the Board of County Commissioners of SEMINOLE COUNTY, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has a condition precedent to the approval by SEMINOLE COUNTY of a plat of a certain subdivision known as Chase Townhomes Phase II has covenanted and agreed with SEMINOLE COUNTY to construct roads, streets, drainage and water and sewer improvements as well as sidewalks and other improvements based upon development plans and specifications pertaining to said subdivision, said development plans and plans and specifications being dated 25th day of August, 1999, and being on file with 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 bounden Principal shall construct the aforesaid improvements in accordance with the development plans and specifications dated the 25th day of August, 1999, and shall in every respect fulfill its, his their obligations under the development plans and specifications, and shall indemnify and save harmless SEMINOLE COUNTY against or from all claims, costs, 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 specifications, then this obligation to be void; otherwise to be and remain in full force and virtue.

The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the construction work required by the development plans and specifications above referred to, 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 aforesaid 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, SEMINOLE COUNTY, 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 the Surety, or either, both at law and in equity, including specifically specific performance, to which the Principal and Surety unconditionally agree.

The Principal and the Surety further jointly and severally agree that SEMINOLE COUNTY, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the Principal shall fail or refuse to do so. In the event SEMINOLE COUNTY should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally liable hereunder to reimburse SEMINOLE COUNTY the total cost thereof, including, but not limited to engineer, 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 of the provisions of said agreement.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 8th day of December, 1999.

Address:
555 Winderley Place, Ste 420
Maitland, FL 32751

Pulte Home Corporation

By: Calvin R. Boyd
Calvin R. Boyd, Director of Treasury Operation

Attest: [Signature]

Address:
1 Greens Point Pkwy
2800 W. Higgins Rd, Ste 1100
Hoffman Estates, IL 60195

Safeco Insurance Company of America

By: Colette R. Zuker
Attorney-in-Fact Colette R. Zuker

BK0260 PG0894

Attest: [Signature]

Countersigned by: George L. Frey
George L. Frey

ACKNOWLEDGEMENT BY PRINCIPAL

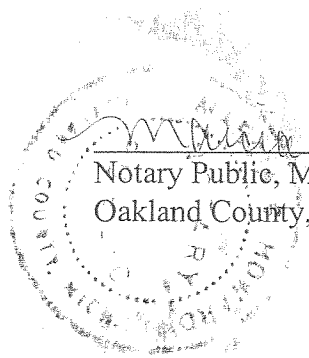
STATE OF MICHIGAN)

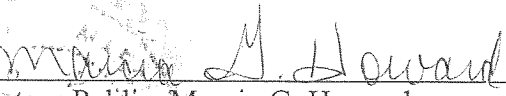
)ss.

COUNTY OF OAKLAND)

On this 8th day of December, 1999, before me, the undersigned authorized employee, personally appeared Calvin R. Boyd who acknowledges himself to be Director of Treasury Operations of Pulte Home Corporation and that he as such employee being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such employee.

My Commission Expires: March 26, 2002




Notary Public, Marcia G. Howard
Oakland County, Michigan



MH-033

BK 0260 PG 0896

No. 8011

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

*****COLETTE R. ZUKOFF; SANDRA A. THOMAS; SUZANNE TREPPA; JOHN R. STOLLER; VINCE J. FREES; CALVIN R. BOYD; NICOLETTE J. CALONE; JULIA T. CORCORAN; MAUREEN E. THOMAS; JANE K. BOTTING; Bloomfield, Michigan*****

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 3rd day of September, 1999

R.A. Pierson

R.A. PIERSON, SECRETARY

W. Randall Stoddard

W. RANDALL STODDARD, 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 8th day of December, 1999



R.A. Pierson

R.A. PIERSON, SECRETARY

BK 0 2 6 0 PG 0 8 9 7



April 11, 2003

TO: Becky Noggle, Senior Planner
FROM: Jacqueline Laracuenta, Construction Supervisor
RE: Chase Townhomes Ph. 2, District 5

On, 4/9/2003 a field inspection was conducted for Chase Townhomes Ph. 2 and the project has been found to meet the requirements set forth and outlined by the Seminole County Land Development Code. This project is currently waiting the acceptance of a two (2) year **Private Road Maintenance Bond**. The following roads are accepted upon the condition that the dedicator does guarantee the named roads (and their appurtenant drainage facilities) for a period of two (2) years, as signified by the required Maintenance Bond conveyed by them to Seminole County.

<u>STREET</u>	<u>LENGTH</u>
Vineland Place	925' LF
Woodlands Park Court	125' LF

cc: Ira Barrow, Program Manager, Road Operations
Jean Abi-Aoun, Principal Engineer, Development Review
Maggie Ketcham, Addressing
Mark Flomerfelt, Manger, Road Operations/Stormwater Division
Cindy Driggs, Principal Analyst, Road Operations/Stormwater Division
Roger Fox, Development Review Inspector
File