

SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM

SUBJECT: Authorize Release of a Performance Bond

DEPARTMENT: Planning & Development DIVISION: Development Review

AUTHORIZED BY: Dan Matthys *(signature)* CONTACT: Cynthia Sweet *(signature)* EXT. 7443

Agenda Date 7/26/2005 Regular  Consent  Work Session  Briefing   
Public Hearing – 1:30  Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

Authorize the release of a Performance Bond for Roads, Streets, and Drainage for Regency Estates as requested by Rockwell Land & Development, Corp. – Christian M. Swann, Representative.

District 1 – Dallari (Cynthia Sweet, Planner) *(signature)*

**BACKGROUND:**

The subdivision is located on the northeast corner of Mikler Road and Chapman Road, west of SR 417 and approximately 1/4 mile south of Red Bug Lake Road, within Mikler Lake Planned Unit Development, in Sections 19 and 20, Township 21 S, Range 31 E.

The following Performance Bond was required as part of the Land Development Code Section 35.44 (d) (1) to secure the construction and completion of the subdivision improvements. The applicant has replaced the performance bond with a maintenance bond. Staff has conducted their final construction inspection and found that the construction requirements were completed per the approved final engineering plan.

**Performance Bond # 41022557** for roads, streets, and drainage in the amount of \$127,245.83 from Platte River Insurance Company

**STAFF RECOMMENDATION:**

Staff recommends the release of the Performance Bond for subdivision improvements for Regency Estates.

District 1 - Dallari  
Attachments: Copy of Performance Bond

Reviewed by:  
Co Atty: KR  
DFS: \_\_\_\_\_  
Other: ML  
DCM: AS  
CM: CS  
File No. cpdd02

## APPROVED FORMS, CHECKLISTS, PROCEDURES AND ILLUSTRATIONS

## PERFORMANCE BOND (Roads, Streets, Drainage)

## KNOW ALL MEN BY THESE PRESENTS:

ROCKWELL LAND &  
 That we, DEVELOPMENT, CORP., hereinafter called the "Principal", and  
 PLATTE RIVER INSURANCE CO, 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 \$127,245.83, 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 as a condition precedent to the approval by  
 Seminole County of a plat of a certain subdivision known as REGENCY ESTATES has  
 covenanted and agreed with Seminole County to construct roads, streets and alleys, drainage  
 as well as sidewalks, \_\_\_\_\_, and other improvements (delete inapplicable improve-  
 ments) based upon development plans and plans and specifications pertaining to said  
 subdivision, said development plans and plans and specifications being dated 8TH  
 day of MARCH, 192004 and being on file with the County Engineer of Seminole County,  
 Florida, and

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 any date prescribed  
 in the approved development plans and plans and specifications dated the 8TH day  
 of MARCH, 192004 or within two (2) years of the date of approval, whichever occurs  
 first, and shall in every respect fulfill its, his, their obligations under the development plans  
 and 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 developments plans and plans and specifications within the  
 time therein specified, 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 developments plans or plans and  
 specifications above referred to, within the time specified, the Surety upon forty-five (45)  
 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

SEMINOLE COUNTY LAND DEVELOPMENT CODE

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 should 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 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 the Surety have executed these presents this the 19TH day of NOVEMBER, 19 2004

Address:

ROCKWELL LAND & DEVELOPMENT  
CORP.

By :

[Signature]  
Principal (SEAL)  
Its PRESIDENT  
(if corporation)

A T T E S T

[Signature]  
Its secretary  
(if corporation)

CORPORATE SEAL  
PLATTE RIVER INSURANCE COMPANY

By: [Signature]  
Its Attorney-in-Fact DONALD P. BRAMLAGE

ATTEST [Signature]

Address:

P.O. BOX 2412  
DAYTONA BEACH, FL 32115

(App E, LDC, through Supp 16; Ord. No. 95-4, § 18, 6-26-95)



PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41022557

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

-----DONALD P. BRAMLAGE OR JIM W. HENDERSON OF DAYTONA BEACH, FL-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT: \$2,500,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Executive Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Executive Vice President, this 7th day of July, 2004.

Attest:

*James J. McIntyre*  
James J. McIntyre  
Executive Vice President



PLATTE RIVER INSURANCE COMPANY

*David F. Pauly*  
David F. Pauly  
President and CEO

STATE OF WISCONSIN }  
COUNTY OF DANE } s.s.:

On the 8th day of January, 2002 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President and CEO of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

*Kathleen A. Paulson*

Kathleen A. Paulson  
Notary Public, Dane Co., WI  
My Commission Expires 10-15-2006

STATE OF WISCONSIN }  
COUNTY OF DANE } s.s.:

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison, State of Wisconsin this 19TH day of NOVEMBER, 2004



*James W. Smirz*  
James W. Smirz  
Assistant Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

BK 318PG0775