

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Maintenance Bonds for Lake Forest Sections 10B & 18

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

AUTHORIZED BY: *John Cirello* **CONTACT:** *RB* **EXT.** 2148
John Cirello, Director **Bob Briggs, Finance Manager**

<p>Agenda Date <u>08/23/05</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/></p> <p>Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/></p>
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MOTION/RECOMMENDATION:

Approve release of original Water and Sewer Maintenance Bonds.

BACKGROUND:

Release Maintenance Bond #509083 in the amount of \$4,264.20 for water and sewer which was accepted by submission into County Records Memorandum dated February 28, 2003 for the project known as Lake Forest Section 18. District 5. Carey

Release Maintenance Bond #B21847372 in the amount of \$38,292.60 for water and sewer which was accepted by submission into County Records Memorandum dated April 16, 2002 for the project known as Lake Forest Section 10B. District 5. Carey

Reviewed by:
Co Atty: <u>N/A</u>
DFS: <u>N/A</u>
Othe: <u>N/A</u>
DCM: <u>SS</u>
CM: <u><i>[Signature]</i></u>
File No. <u>CEAS01</u>



10172 Linn Station Road
Louisville, Kentucky 40223
(502) 426-4800

June 9, 2005

Ms. Becky Noggle
500 W. Lake Mary Boulevard
Sanford, Florida 32773

RE: Lake Forest, Section 18
Bond #509083
Amount: \$4,264.20
District #5

Dear Ms. Noggle:

I received the enclosed letter from Mr. Brent Keith stating that the bond for the above-referenced project has been approved for release. I am requesting that the bond be placed on the docket of the next available Board Session. Please return the original bond to me at 10172 Linn Station Road, Louisville, Kentucky 40223. I will then forward it to the bond company for release.

Thank you for your assistance in this matter. If you have any questions or need any further information, please do not hesitate to contact me. My direct number is (502) 429-9888, ext. 101.

Sincerely,

A handwritten signature in black ink that reads "Amy S. Bradbury". The signature is written in a cursive, flowing style.

Amy S. Bradbury
Legal Assistant

/asb
Enclosure



May 17, 2005

Orlando Lake Forest Joint Venture
10172 Linn Station Rd.
Louisville, KY 40223

Re: Water and Sewer Maintenance Bond

Project Name: Lake Forest Sect. 18
Bond# 509083
Amount: \$4,264.20
District #5

To Whom It May Concern:

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 **05/16/05** to insure that the maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Maintenance Bond.

As of **05/16/05**, the Seminole County Water and Sewer Inspectors found no deficiencies. Therefore, the above mentioned Water and Sewer Maintenance Agreement with LOC may be released as required by the LDC.

In writing, please contact Becky Noggle, 500 W Lake Mary Blvd, Sanford, FL 32773; phone, 407-665-2143 to request the release of the Letter of Credit or Bond. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Brent Keith
Sr. Utilities Inspector

c: Project File



10172 Linn Station Road
Louisville, Kentucky 40223
(502) 426-4800

June 9, 2005

Ms. Becky Noggle
500 W. Lake Mary Boulevard
Sanford, Florida 32773

RE: Lake Forest, Section 10B
Bond #B21847372
Amount: \$38,292.60
District #5

Dear Ms. Noggle:

I received the enclosed letter from Mr. Brent Keith stating that the bond for the above-referenced project has been approved for release. I am requesting that the bond be placed on the docket of the next available Board Session. Please return the original bond to me at 10172 Linn Station Road, Louisville, Kentucky 40223. I will then forward it to the bond company for release.

Thank you for your assistance in this matter. If you have any questions or need any further information, please do not hesitate to contact me. My direct number is (502) 429-9888, ext. 101.

Sincerely,

A handwritten signature in cursive script that reads "Amy S. Bradbury". The signature is written in black ink and is positioned above the typed name and title.

Amy S. Bradbury
Legal Assistant

/asb
Enclosure

ENVIRONMENTAL SERVICES DEPARTMENT



May 17, 2005

Orlando Lake Forest Joint Venture
10172 Linn Station Rd.
Louisville, KY 40223

Re: Water and Sewer Maintenance Bond

Project Name: Lake Forest Sect. 10B
Bond# B21847372
Amount: \$38,292.60
District #5

To Whom It May Concern:

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 **05/16/05** to insure that the maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Maintenance Bond.

As of **05/16/05**, the Seminole County Water and Sewer Inspectors found no deficiencies. Therefore, the above mentioned Water and Sewer Maintenance Agreement with LOC may be released as required by the LDC.

In writing, please contact Becky Noggle, 500 W Lake Mary Blvd, Sanford, FL 32773; phone, 407-665-2143 to request the release of the Letter of Credit or Bond. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Brent Keith
Sr. Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

#B21847372

KNOW ALL MEN BY THESE PRESENTS:

That we **ORLANDO LAKE FOREST JOINT VENTURE**, whose address is 10172 Linn Station Rd., Louisville, KY 40223, hereinafter referred to as "PRINCIPAL" and **Gulf Insurance Company**, whose address is Long Grove, IL 60049, hereinafter referred to as "SURETY" are held 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 Eight Thousand Two Hundred Ninety Two Dollars and 60/100 (\$38,292.60) 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 Section 10B, a plat of which is recorded in Plat Book 60, Pages 64 through 66, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, 2002, and filed with the Department of Public Works of Seminole County; and

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 July 12, 2002.

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY 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 July 12, 2002, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Public Works 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 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, 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 the 6th day of June, 2002.

Address:

10172 Linn Station Road
Louisville, KY 40223

Orlando Lake Forest Joint Venture

By: Orlando Lake Forest, Inc., Managing General Partner

By: [Signature], Its Vice President
(if corporation)

ATTEST: [Signature] Its Secretary
(if corporation)

SEAL

Address:

Gulf Insurance Company

Surety

**GULF INSURANCE COMPANY
HARTFORD, CONNECTICUT
POWER OF ATTORNEY**

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER WITH TEAL INK.

KNOW ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Connecticut, having its principal office in the city of Irving, Texas, pursuant to the following resolution, adopted by the Finance & Executive Committee of the Board of Directors of the said Company on the 10th day of August, 1993, to wit:

"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors.

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of Gulf Insurance Company.

RESOLVED, that the signature of the President, Executive Vice President or any Senior Vice President, and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached."

Gulf Insurance Company does hereby make, constitute and appoint

**James T. Smith John B. Manus Kathy Hobbs James H. Martin Raymond M. Hundley
Brook T. Smith Jason D. Cromwell**

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, as surety, any and all bonds and undertakings of suretyship, and to bind Gulf Insurance Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duly authorized officer of the Gulf Insurance Company and all the acts of said attorney(s)-in-fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed five million (5,000,000) dollars.

IN WITNESS WHEREOF, the Gulf Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



GULF INSURANCE COMPANY

Lawrence P. Minter

Lawrence P. Minter
Executive Vice President

On this 1st day of October, AD 2001, before me came Lawrence P. Minter, known to me personally who being by me duly sworn, did depose and say that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments 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.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



Angie Mahabir-Begazo

ANGIE MAHABIR-BEGAZO
Notary Public, State of New York
No. 01MA6019988
Qualified in Kings County
Commission Expires February 16, 2003

I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of New York.



Dated the 6th day of June, 2002

George Biancardi

George Biancardi
Senior Vice President

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

5009083

KNOW ALL MEN BY THESE PRESENTS:

That we **ORLANDO LAKE FORET JOINT VENTURE**, whose address is 10172 Linn Station Rd., Louisville, KY 40223, hereinafter referred to as "PRINCIPAL" and **Bond Safeguard Ins. Co.**, whose address is Louisville, KY, hereinafter referred to as "SURETY" are held 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 \$ Four Thousand Two Hundred Sixty Four Dollars and 20/100 (\$4,264.20) for the payment of which we bind ourselves, heirs, exccutors, 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 Section 18, a plat of which is recorded in Plat Book 61, Pages 40 through 41, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated January 20, 2003, and filed with the Department of Public Works of Seminole County; and

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 February 28, 2003.

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY 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 February 28, 2003, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Department of Public Works 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 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, 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 it 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 the 5th day of February, 2004.

Address:

10172 Linn Station Road
Louisville, Ky 40223

Orlando Lake Forest Joint Venture
By: Orlando Lake Forest, Inc., Managing General Partner

By: [Signature] Its V.P.
(if corporation)

ATTEST: [Signature] Its Secretary
(if corporation)
SEAL

Address:

2307 River Road, Suite 200
Louisville, Ky 40206

Bond Safeguard Insurance Company

Surety

[Signature]

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint:

James T. Smith, John B. Manus, Linda Gibson,
Tammy Masterson, Brook T. Smith, Kathy Hobbs, Raymond M. Hundley, Jason D. Cromwell, James H. Martin

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

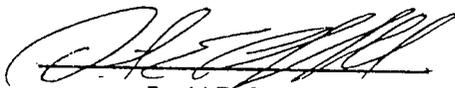
Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$500,000.00, Five Hundred Thousand Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 7th day of November, 2001.



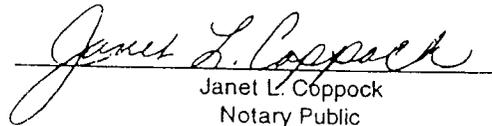
BOND SAFEGUARD INSURANCE COMPANY

BY 
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.




Janet L. Coppock
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 5th Day of February, 2004




Donald D. Buchanan
Secretary