

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Maintenance Bond for the project known as the Neighborhood Market – Wal-Mart

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

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

Agenda Date <u>09/13/05</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:

Approve release of original Water and Sewer Maintenance Bond.

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division.

Release Maintenance Bond #700-81-22-5683 (Wal-Mart Stores East, LP) in the amount of \$9,405.23 for water and sewer which was accepted by submission into County Records Memorandum dated September 12, 2003 for the project known as Neighborhood Market Red Bug Lake Road site.

District -1 Dallari

Reviewed by:	_____
Co Atty: N/A	_____
DFS:	_____
Other:	_____
DCM:	<u>59</u>
CM:	<u>[Signature]</u>
File No.	<u>CESA01</u>

WAL-MART

FINANCIAL SECURITY DEPARTMENT

WAL- MART Realty Co.
Attn: Financial Security Dept.-9382
2001 SE 10th Street
Bentonville, AR 72716-0550
PHONE (479) 204-0337
FAX (479) 204-9536
gary.landars@wal-mart.com

August 17, 2005

Becky Noggle
Seminole County Water and Sewer
500 W. Lake Mary Blvd
Sanford, FL 32773

Ms. Noggle,

I am writing to request the release of Maintenance Bond # 700-81-22-5683 in the amount of \$9405.23 that was posted for Wal-Mart Store #5132 in Winter Springs, Florida. If there is any additional information that you require, please contact me. Thank you for your time in this matter.

Sincerely,

Gary Landers
Financial Security Analyst

Cc: File

ENVIRONMENTAL SERVICES DEPARTMENT



August 8, 2005

Wal-Mart Stores East, LP
Attn: LOC and Bond Manager
2001 SE 10th St.
Bentenville, AR 32716-0550

Re: Water and Sewer Maintenance Bond

Project Name: Neighborhood Market Red Bug
Bond# 700-81-22-5683
Amount: \$9,405.23
District #1

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 an inspection of the referenced project on 7/20/05 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of 7/20/05, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Water and Sewer Maintenance Bond 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,

A handwritten signature in black ink, appearing to read "Chip Tyre".

Chip Tyre
Sr. Utilities Inspector

c: Project File

APPROVED FORMS, ETC.

SUBDIVISION AND SITE PLAN

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That we Wal-Mart Stores East, LP dba Store #5132, whose address is 2001 SE 10th St., Bentonville, AR 72716-0550, Attn: Letters of Credit and Bond Manager, hereinafter referred to as "PRINCIPAL" and National Fire Insurance Company of Hartford, whose address is c/o CNA Surety, 39 Broadway, New York, ny 10006 Suite 620 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 \$9,405.23 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 lines, sewer lines, lift stations and other appurtenances in that certain subdivision described as Wal-Mart Neighborhood Market at Red Bug Village, a plat of which is recorded in Plat Book 63, Page 24 . 27, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated November 2, 2002, and filed with the Department of Environmental Services 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 22, 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 July 22, 2003, 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 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.

LAND DEVELOPMENT CODE

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 in case the PRINCIPAL shall fail to 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
22nd day of July, 2003.

Address:
2001 SE 10th Street
Bentonville, AR 72716-0550

Wal-Mart Stores East, LP dba Store 5132 (SEAL)
PRINCIPAL

By: [Signature]
J. Robert Bray - VP, Real Estate
Its: [Signature]

ATTEST: [Signature]

Its: Gregory Peters Letter and credit and
National Fire Insurance Bonds Manager
Company of Hartford (SEAL)
SURETY

Address
c/o CNA Surety
39 Broadway, Suite 620
New York, NY 10006

By: [Signature]
Hazel L. Prosser ITS ATTORNEY-IN-FACT

ATTEST: [Signature]

[Signature]
Juli A. Russell
Florida Resident Agent

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint Hazel L. Prosser, Individually

of Bentonville, Arkansas their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature -- In Unlimited Amounts --

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 5th day of December, 2001.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Handwritten signature of Michael Gengler

Michael Gengler Group Vice President

State of Illinois, County of Cook, ss:

On this 5th day of December, 2001, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires September 17, 2005

Handwritten signature of Diane Faulkner

Diane Faulkner Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 22nd day of July, 2003.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Handwritten signature of Mary A. Ribikawskis

Mary A. Ribikawskis Assistant Secretary

NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.