

Item # 31

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT: Approve the Release of a Irrevocable Letter of Credit for Summerfield Subdivision**

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

**AUTHORIZED BY:** Donald S. Fisher **CONTACT:** Brian M. Walker **EXT.** 7337

<b>Agenda Date</b> <u>9/26/06</u>	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input type="checkbox"/>		<b>Public Hearing – 7:00</b> <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Authorize the release of a Irrevocable Letter of Credit # 78531705 for Summerfield Subdivision as requested by Summerfield of Seminole County, Inc., applicant.

District 1 – Bob Dallari

(Brian M. Walker – Planner)

**BACKGROUND:**

The Summerfield Subdivision is located at the NW corner of Second Street and Avenue H in the Chuluota Village area in Section 21, Township 21 South, Range 32 East.

The following Irrevocable Letter of Credit was required as part of the Land Development Code Section 35.44, Required submittals for final plat, Part (e) Additional Required Legal Submittals, Sub-part (1) Bonds, to secure the construction and completion of the subdivision improvements for Summerfield Subdivision:

- Letter of Credit # 78531705 for \$334,000.00 (AmSouth Bank)

The Letter of Credit for improvements was replaced with a Letter of Credit for maintenance to insure the maintenance of the subdivision improvements. Staff has conducted the final construction inspection and found that all construction requirements were completed per the approved final engineering plan and meet all Land Development Code criteria.

**STAFF RECOMMENDATION:**

Staff recommends approval of the release of the Letter of Credit # 78531705 for Summerfield Subdivision.

District 1 - Dallari

Attachments: Copy of Irrevocable Letter of Credit

<b>Reviewed by:</b>	
<b>Co Atty:</b>	<u>KPT</u>
<b>DFS:</b>	
<b>Other:</b>	
<b>DCM:</b>	<u>[Signature]</u>
<b>CM:</b>	<u>[Signature]</u>
<b>File No.</b>	<u>cpdd04</u>



AmSouth Bank  
International Department  
315 Deaderick Street/7th Floor  
Nashville, Tennessee 37237 USA

(888) 338-9552  
Telex: 6823023  
S.W.I.F.T.: AMSBUS44

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 78531705  
(FOR PERFORMANCE AND PAYMENT AGREEMENT-ROADS)

EFFECTIVE DATE: JANUARY 24, 2006  
EXPIRY DATE: JANUARY 24, 2007

BENEFICIARY:  
SEMINOLE COUNTY BOARD OF  
COUNTY COMMISSIONERS  
1101 EAST FIRST STREET  
ATTN: DENNY GIBBS  
SANFORD, FLORIDA 32771

APPLICANT:  
SUMMERFIELD OF SEMINOLE COUNTY, INC.  
501 N. ORLANDO AVENUE NO.233  
ATTN: AHMAD GHANDOUR  
WINTER PARK, FL 32789

AMOUNT: \$334,000.00

DEAR COMMISSIONERS:

BY ORDER OF SUMMERFIELD OF SEMINOLE COUNTY, INC., WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON AMSOUTH BANK UP TO AN AGGREGATE AMOUNT OF USD THREE HUNDRED AND THIRTY FOUR THOUSAND AND NO/100 (USD \$334,000.00), AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT THE PERFORMANCE AND PAYMENT AGREEMENT DATED JANUARY 19, 2006 BETWEEN SUMMERFIELD OF SEMINOLE COUNTY, INC., AND SEMINOLE COUNTY IS IN DEFAULT.

DRAFTS MUST BE DRAWN AND NEGOTIATED ON OR BEFORE JANUARY 24, 2007 AND EACH DRAFT MUST STATE THAT IT IS DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. 78531705 OF AMSOUTH BANK DATED JANUARY 24, 2006 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 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 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 PERFORMANCE AND PAYMENT AGREEMENT WITH SUMMERFIELD OF SEMINOLE COUNTY, INC.

PAGE 2  
DATED: JANUARY 24, 2006  
OUR REF: 78531705

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED." IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE PERFORMANCE AND PAYMENT AGREEMENT DATED JANUARY 19, 2006, TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS EVIDENCED BY A WRITTEN ACCEPTANCE OF THE REQUIRED IMPROVEMENTS COVERED BY SAID PERFORMANCE AND PAYMENT AGREEMENT, 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 CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

IF THE BOARD OF COUNTY COMMISSIONERS INITIATES SUIT UNDER THIS LETTER OF CREDIT, THE APPLICANT HEREBY AGREES TO BE RESPONSIBLE FOR SEMINOLE COUNTY'S COURT COSTS AND REASONABLE ATTORNEY'S FEES, BUT THE APPLICANT 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 ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THAN THE PERFORMANCE AND PAYMENT AGREEMENT DATED JANUARY 19, 2006 AND REFERENCED HEREIN.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98) WHICH WAS EFFECTIVE JANUARY 1, 1999.

Rebecca D. Raith VP  
REBECCA D. RAITH  
VICE PRESIDENT

Deby Beaver V.P.  
DEBBY BEAVER  
VICE PRESIDENT

Jan-23-06 02:40P rick Tabinsky

P.01

**RICHARD M. LABINSKY, P.E., INC.**  
**CONSULTING ENGINEERING SERVICES**

January 23, 2006

Mr. Al Ghandour  
Sun-Tec Builders  
333 Radisson Place  
Oveido, Florida 32765  
Fax: 407-366-5767

Re: Summerfield, Performance Bond Estimate  
Proj. No. 210500

Dear Mr. Ghandour,

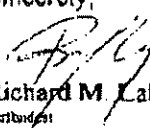
We have reviewed the last pay request from the contractor, the estimates for the perimeter wall, fencing, landscape and irrigation and have determined the performance bond amount based on the following breakdown.

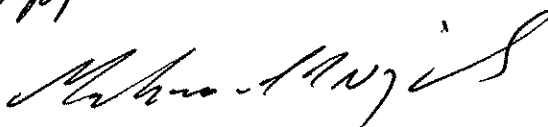
Remaining contract amount \$253,890.00  
Wall construction \$27,800.00  
Fencing \$14,300.00  
Landscape and irrigation \$6828.00

Total to complete construction \$302,818.00

Bond amount at 110% of construction costs  $\$302,818.00 \times 1.1 = \$333,100.00$ 

Sincerely,

  
Richard M. Labinsky, P.E.  
Perbid#1

Approved  
  
1/25/06

BK 333PG1208