

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Release Road Maintenance Bond

**DEPARTMENT:** Public Works **DIVISION:** Roads-Stormwater

**AUTHORIZED BY:** W. Gary Johnson **CONTACT:** MKA/psk **EXT.** 5622  
W. Gary Johnson, P.E., Director Michael K. Arnold, Manager

**Agenda Date** 09/27/05 **Regular**  **Consent**  **Work Session**  **Briefing**   
**Public Hearing – 1:30**  **Public Hearing – 7:00**

**MOTION/RECOMMENDATION:**

Approve release of Road Maintenance Bond #BE0930712-A in the amount of \$5,257.00 for the Sturbridge Oaks project.

District 2 – Commissioner Morris

(Michael K. Arnold)

**BACKGROUND:**

A two-year maintenance inspection was conducted by staff for Sturbridge Oaks. This project was determined to be satisfactory. Staff recommends the release of this Road Maintenance Bond.

Attachment: Copy of Road Maintenance Bond

**Reviewed by:**  
Co Atty: N/A  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM: \_\_\_\_\_  
CM: MKA  
File No. CPWR01

SUBDIVISION AND SITE PLAN  
PRIVATE ROAD & DRAINAGE MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:**

That we RESOURCE ALLIANCE, INC., whose address is 1050 S. LAKE SYBELIA DRIVE, MAITLAND, FL 32751, hereinafter referred to as "PRINCIPAL" and GULF INSURANCE COMPANY, whose address is 2909 FAIRGREEN ST, ORLANDO, FLORIDA 32803, 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 FIVE THOUSAND TWO HUNDRED FIFTY SEVEN and 00/100 DOLLARS (\$5,257.00) for the payment of which we bind ourselves executors, successors and assigns, Jointly and severally, firmly by these presents:

**WHEREAS** Principal has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as STURBRIDGE OAKS, a plat of which is recorded in Plat Book 61 Page 49, 50 & 51, Public Records of Seminole County, Florida; and

**WHEREAS**, the aforesaid improvements were made pursuant to certain plans and specifications dated JUNE 13, 2002, and filed with the County Engineer of Seminole County; and

**WHEREAS**, Principal is obligated to protect each and every Beneficiary 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 JUNE 9, 2003 ;

**NOW THEREFORE**, the condition of this obligation is such that if Principal shall promptly and faithfully protect the Beneficiaries 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 JUNE 9, 2003, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Any Beneficiary may 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 any Beneficiary, or an 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, any Beneficiary, in view of the health, safety, welfare and factors involved, 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 Beneficiaries shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and in the event the Beneficiaries should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Beneficiaries 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.

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 Beneficiaries shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and in the event the Beneficiaries should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Beneficiaries 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.

[This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Beneficiaries and maintained in the public records of Seminole County.]

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this 23rd day of MAY, 2003.

[SEAL]

MARK CRONE  
(407) 383-0921 CELL  
(407) 539-1050 OFFICE

[Principal]  
RESOURCE ALLIANCE, INC.  
1050 S. LAKE SYBELIA DR  
MAITLAND, FL 32751

By: [Signature]  
MARK A. CRONE, As its President

ATTEST: [Signature]  
LORA N. CRONE, As its Secretary

[SEAL]

[Surety]  
GULF INSURANCE COMPANY  
2909 FAIRGREEN STREET,  
ORLANDO FLORIDA 32808

By: [Signature]  
Its Attorney-in-Fact AND FLORIDA RESIDENT AGENT  
BRADLEY HARRIS

WITNESS:  
~~ATTEST:~~ [Signature]  
Print Name MARY A. WOOD  
Title \_\_\_\_\_

INQUIRIES, INFORMATION, OR  
ASSISTANCE (407) 896-1162



**GULF INSURANCE COMPANY  
ST. LOUIS, MISSOURI  
POWER OF ATTORNEY**

BOND # BE0930712-A

KNOWN ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Missouri, 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 the 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."

Gulf Insurance Company does hereby make, constitute and appoint

PRINCIPAL:	NAME, ADDRESS CITY, STATE, ZIP
	RESOURCE ALLIANCE, INC. 1050 S. LAKE SYBELIA DRIVE MAITLAND, FL 32751
	EFFECTIVE DATE
	5/20/03
	CONTRACT AMOUNT
	\$ 52,563.00
	BOND AMOUNT
	\$ 5,257.00

Bradley Harris

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 (\$5,000,000.00) 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 25th day of July, 2000 A.D., 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



*David Jaffa*

David Jaffa  
Notary Public, State of New York  
No. 02JA4958634  
Qualified in Kings County  
Commission Expires December 30, 2001

I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Missouri 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 23rd day of MAY, 2003

*George Biancardi*

George Biancardi  
Senior Vice President