

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Authorize Release of Performance Bond

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

**AUTHORIZED BY:** Donald S. Fisher **CONTACT:** Cynthia Sweet **EXT.** 7443

<b>Agenda Date</b> <u>11/18/2003</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 release of the Performance Bond for Right-of-way use for Roads, Streets, Drainage, Water and Sewer Improvements for Crown Colony subdivision as requested by W. M. Sanderlin & Associates, Inc.

District 5 – McLain (Cynthia Sweet – Planner)

**BACKGROUND:**

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 off site subdivision improvements. Staff has conducted their final construction inspection and found that the construction requirement has been completed per the approved final engineering plan.

Crown Colony subdivision is located in the City of Sanford on the south side of Vihlen Road, approximately 1/8 mile east of Upsala Road in Sections 33 and 34, Township 19 S, Range 30 E.

Performance Bond for \$4,905.78 – dated 12/7/2001 (American Casualty Company of Reading, PA).

**STAFF RECOMMENDATION:**

Staff recommends release of Performance Bond for Crown Colony subdivision for \$4,905.78, dated 12/7/2001, American Casualty Company of Reading, PA.

District 5  
Attachments: Copy of bond - Exhibit A

Reviewed by:	<u>KAC</u>
Co Atty:	<u>KAC</u>
DFS:	<u>                    </u>
Other:	<u>                    </u>
DCM:	<u>SS</u>
CM:	<u>                    </u>
File No.	<u>cpdd01</u>

**PERFORMANCE BOND**  
**(Roads, Streets, Drainage, Water and Sewer improvements)**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, W. M. Sanderlin & Associates, Inc., hereinafter called the "**Principal**", and American Casualty Co. of Reading, PA, 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 \$4,905.78, 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 Crown Colony Subdivision has covenanted and agreed with **SEMINOLE COUNTY** to construct roads, streets, drainage, water distribution system and sewer system as well as sidewalks, and other improvements based upon development plans and specifications pertaining to said subdivision, said development plans and plans and specifications being dated 7<sup>th</sup> day of December, 2001, and being on file with **SEMINOLE COUNTY**, Florida.

**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 the development plans and specifications dated the 7<sup>th</sup> day of December, 2001, and shall in every respect fulfill its, his, their obligations under the development 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 development plans and specifications 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 development plans and specifications above referred to, the **Surety** upon forty-five (45) days 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 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** shall 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.

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any 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 certified by 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."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any 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 certified by 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."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by 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 Corporation."

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania (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

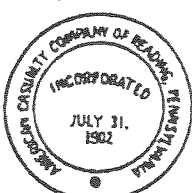
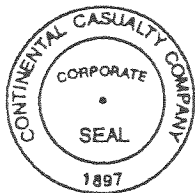
Todd L. Johnson, Joseph D. Johnson, Jr., Francis T. O'Reardon, Pamela P. Smith, Jo ann H. Bebout, L. Mitchell Johnson,  
Individually

of Orlando, Florida  
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 12th day of September, 2001.



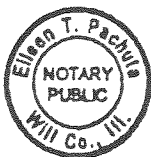
Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Michael Gengler

Group Vice President

State of Illinois, County of Cook, ss:

On this 12th day of September, 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, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania 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 June 5, 2004

Eileen T. Pachuta

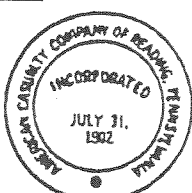
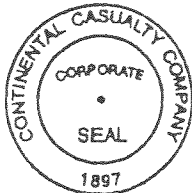
Notary Public

## CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania 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 12TH day of

NOVEMBER

2002



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

Mary A. Ribikawskis

Assistant Secretary

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 12TH day of NOVEMBER, 2002

Address:  
738 Rugby Street  
Orlando, FL 32804

W.M. SANDERLIN & ASSOCIATES, INC. (SEAL)  
Principal (PRINT NAME)  
By: Craig Rouison, Its V.P.  
(If Corporation (PRINT NAME) (TITLE)  
ATTEST: Judy Squillante, Its V.P.  
(If Corporation) (PRINT NAME) (TITLE)

CORPORATE SEAL

AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA  
Surety (PRINT NAME)

Address:  
839 N. Magnolia Avenue  
Orlando, FL 32803

By: Francis T. O'Reardon  
Its Attorney-in-Fact (PRINT NAME AND TITLE)  
Francis T. O'Reardon  
ATTEST: Pamela P. Smith  
Pamela P. Smith (PRINT NAME)

q:\drcl\forms\Perfbond  
9/9/97

