

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Maintenance Bond for Streets, Curbs and Storm Drains for the Sterling Meadows Subdivision

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Larry Poliner **EXT:** 7318

MOTION/RECOMMENDATION:

Authorize the release of the Maintenance Bond for Streets, Curbs and Storm Drains #SU5017400-A in the amount of \$144,938.95 for the Sterling Meadows Subdivision road improvements.

District 5 Brenda Carey

Larry Poliner

BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the Sterling Meadows Subdivision project to have a Road Maintenance Bond, particularly, Maintenance Bond #SU5017400-A for \$144,938.95 (Arch Insurance Company), to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located on the East side of SR 415, approximately 1/4 mile North of SR 46 and determined the improvements to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the release of the Sterling Meadows Subdivision Maintenance Bond #SU5017400-A in the amount of \$144,938.95 for the Sterling Meadows Subdivision road improvements.

ATTACHMENTS:

1. Maintenance Bond for Streets, Curbs and Storm Drains
2. Power of Attorney
3. Request Letter

<p>Additionally Reviewed By:</p> <p><input type="checkbox"/> County Attorney Review (Kathleen Furey-Tran)</p>
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MAINTENANCE BOND FOR STREETS, CURBS ,STORM DRAINS

KNOW ALL MEN BY **THESE PRESENTS**:

That we CENTEX HOKES, A*, whose address is 2301 LUCIEN WAY **, hereinafter referred to as "PRINCIPAL" and ARCH INSURANCE ***, whose address is 135 NORTH ROBLES***, 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 \$ 144,938.95 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 streets, curbs, storm drains and other appurtenances in that certain subdivision described as STERLING MEADOWS, a plat of which is recorded in Plat Book 69, Page 21-28, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated 19, and filed with the County Engineer 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 07/03, 2006

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 07/03/2006, ~~XXXX~~, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer 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 11TH day of JULY, ~~2006~~

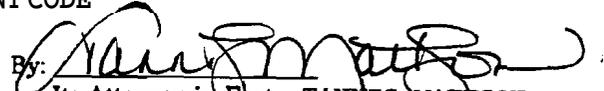
Address:
2301 LUCIEN WAY, SUITE 400
MAITLAND, FL 32751

* NEVADA GENERAL PARTNERSHIP
** SUITE 400, MAITLAND, FL 32751
***COMPANY
**** AVENUE, SUITE 825, PASADENA, CA 91101

CENTEX HOMES, A NEVADA
GENERAL PARTNERSHIP (SEAL)
Principal
By: [Signature] Its Division President
(if corporation)
A T T E S T : [Signature]
Its Controller
CORPORATE SEAL
ARCH INSURANCE COMPANY
Surety

SEMINOLE COUNTY LAND DEVELOPMENT CODE

Address:

By: 

Its Attorney-in-Fact, TAMMIS MATTSON

ATTEST: 

AMY GRIFFITH

(App E. LDC, through Supp 161.

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint Donald R. Gibson, Sandra Parker, Richard A. Covington, Joe Martinez, Tannis Mattson and Jacqueline Kirk of Houston, TX (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of January, 2006

Arch Insurance Company

Attested and Certified



Martin J. Nilsen

Martin J. Nilsen, Secretary

Edward M. Titus

Edward M. Titus, Vice President

STATE OF NEW YORK SS

COUNTY OF NEW YORK SS

I Peter J. Calleo, a Notary Public, do hereby certify that Edward M. Titus and Martin J. Nilsen personally known to me to be the same persons whose names are respectively as Vice President and Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

PETER J. CALLEO, ESQ.
Notary Public, State of New York
No. 02CA6109336
Qualified in New York County
Commission Expires May 3, 2008

Peter J. Calleo
Peter J. Calleo, Notary Public
My commission expires 5-03-2008

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Edward M. Titus, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 11 day of July, 2006.

Martin J. Nilsen

Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety
3 Parkway, Suite 1500
Philadelphia, PA 19102



August 5, 2008

Attn: Ms. BeJay Harbin
Seminole County
Planning & Development
1301 East 2nd Street
Sanford, FL 32771

Via Fax: 407.665.7003

Re: Release of Maintenance Bond for Streets, Curbs, Storm Drains
Project Name: Sterling Meadows
Band #: SU5017400-A / Amount: \$144,938.95
District #: 5

Per Seminole County's letter dated July 31, 2008, Centex Homes has fulfilled all maintenance requirements as specified according to the re-inspection conducted by the County on July 25, 2008.

Centex Homes is hereby requesting release of the maintenance bond listed above. Please send original bond to my attention at 2301 Lucien Way, Suite 400, Maitland, FL 32751. If you have any questions, please feel free to contact me at 407.661.6204.

Sincerely,



Carolyn S. Hunt
Land Development Administrator
Centex Homes – Orlando Division
407.661.6204
cshunt@centexhomes.com

cc: File