

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approve Release of the Original Water & Sewer Maintenance Bond for Lake Forest 15

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve Release of the Original Water & Sewer Maintenance Bond for the project known as Lake Forest 15.

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water & Sewer Division: Release Maintenance Bond #1017601 dated 10-20-2006 (Orlando Lake Forest Joint Venture) in the amount of \$5,689.03 for water and sewer which was accepted by submission memorandum into County Records for the project known as Lake Forest 15.

STAFF RECOMMENDATION:

Staff recommends that the Board Approve the Release of the Original Water & Sewer Maintenance Bond for the project known as Lake Forest 15.

ATTACHMENTS:

1. Release request & copy of Bond

Additionally Reviewed By: No additional reviews



10172 Linn Station Road
Louisville, Kentucky 40223
(502) 426-4800

September 24, 2008

Ms. Becky Noggle
Seminole County Environmental Services Dept.
500 W. Lake Mary Blvd.
Sanford, FL 32773

RE: Project Name: Lake Forest 15
Bond #1017601
Amount: \$5,689.03
District #5

Dear Ms. Noggle:

Enclosed is a letter that we received from Brent Keith approving the release of the above-referenced bond. I am requesting that the bond be placed on the docket of the next available meeting of the Board of County Commissioners. Please let me know the date of the meeting once the bond have been placed on the docket. You can either e-mail me at jdarnell@ntsdevco.com or call me at (502) 429-9888, ext. 131 should you have any questions.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in black ink that reads "Joy Darnell". The signature is written in a cursive, somewhat stylized script.

Joy Darnell

Sr. Administrative Assistant

Enclosure

ENVIRONMENTAL SERVICES DEPARTMENT



September 16, 2008

Orlando Lake Forest Joint Venture
Derek Salmon
2930 Grimes St.
Deltona, FL 32738

Re: Maintenance Bond

Project Name: Lake Forest 15
Bond# 1017601
Amount: \$5,689.03
District #5

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 **09/15/08** 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 **09/15/08**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of Maintenance Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. 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,


Brent Keith
Sr. Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

Bond #1017601

KNOW ALL MEN BY THESE PRESENTS:

That we **ORLANDO LAKE FORET JOINT VENTURE**, whose address is 10172 Linn Station Rd., Louisville, KY 40223, hereinafter referred to as "PRINCIPAL" and **Lexon Insurance Company** whose address is 10002 Shelbyville Rd., Louisville, hereinafter referred to as "SURETY" are held 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 Six Hundred Eighty Nine Dollars and 03/100 (\$5,689.03) 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 and sewer facilities and other appurtenances in that certain subdivision described as Section 15, a plat of which is recorded in Plat Book 66, Pages 19-81, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated , 200 , and filed with the Department of Public Works 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 October 20, 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 October 20, 2006, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Public Works 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 25th day of April 2006

Address:

10172 Linn Station Road
Louisville, KY 40223

Orlando Lake Forest Joint Venture
By: Orlando Lake Forest, Inc., Managing General Partner

By: [Signature] Its SVP
(if corporation)

ATTEST: [Signature] Its Secretary
(if corporation)
SEAL

Address:

10002 Shelbyville Road
Louisville, KY 40223

Lexon Insurance Company
Surety

By: [Signature]
Myrtie F. Henry Its Attorney-in-Fact

ATTEST: [Signature]

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

John B. Manus, Mary E. Joseph, Tammy Masterson, Brook T. Smith, Kathy Hobbs,

Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra F. Harper, Myrtie Henry, Julie Radican, Virginia E. Woolridge

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such 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 certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.

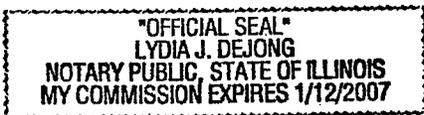


LEXON INSURANCE COMPANY

BY *David E. Campbell*
David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Lydia J. DeJong
Lydia J. DeJong
Notary Public

CERTIFICATE

I, the undersigned, Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 25th Day of April, 2006.



Donald D. Buchanan
Donald D. Buchanan
Secretary