

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Release of the original Water and Sewer Cash Maintenance Bond for the project known as Dunn & Stavastano Dental Office

**DEPARTMENT:** Environmental Services

**DIVISION:** Business Office

**AUTHORIZED BY:** Joe Forte, Andrew Neff

**CONTACT:** Becky Noggle

**EXT:** 2143

**MOTION/RECOMMENDATION:**

Approve the Release of the original Water and Sewer Cash Maintenance Bond in the amount of \$1,152.00 for the project known as Dunn & Stavastano Dental Office.

District 3 Dick Van Der Weide

Bob Briggs

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**BACKGROUND:**

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Cash Maintenance Bond # 11518384 dated 05/25/2007 (Dunn & Stavastano Real Estate, LLC) in the amount of \$1,152.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Dunn & Stavastano Dental Office.

**STAFF RECOMMENDATION:**

Staff recommends that the Board to approve the release of the original Water and Sewer Cash Maintenance Bond in the amount of \$1,152.00 for the project known as Dunn & Stavastano Dental Office.

**ATTACHMENTS:**

1. Request for Release and copy of Bond

<b>Additionally Reviewed By:</b> No additional reviews
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DUNN &  
SAVASTANO  
ORTHODONTICS

Richard M. Dunn DDS · Nick J. Savastano DMD, MS

July 13, 2009

Environmental Services Department  
c/o Becky Noggle  
500 West Lake Mary Blvd.  
Sanford, Florida 32773-7441

RE: Cash Maintenance Bond

Dear Ms. Noggle:

As per your letter dated April 6, 2009 with respect to the Cash Maintenance Bond and Agreement for our property located at 2855 W. SR 434, Longwood, Florida 32779 under the project name of Dunn & Savastano. We are hereby requesting that a refund of the bond in the amount of \$1,152.00 be returned to us.

I understand that the funds will be released by the Board of County Commissions through a Regular Board Session.

Please forward these funds to Dunn & Savastano at 2855 W. SR 434 Ste 1011, Longwood, Florida 32779.

Should you require any additional information please contact Bob Caldwell at 321-228-4564.

We appreciate your help and response in this matter.

Sincerely,

Richard Dunn  
Dunn & Savastano Real Estate LLC

ENVIRONMENTAL SERVICES DEPARTMENT



April 6, 2009

Dunn & Savastano Real Estate LLC  
2855 W SR 434, Ste 1011  
Longwood, FL 32779

Re: Cash Maintenance Bond

**Project Name:** Dunn & Savastano  
**CK# 11518384**  
**Amount: \$1,152.00**  
**District #3**

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 4/2/2009 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 4/2/2009, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Agreement may be released as required by the Land Development Code.

Please send request for release of the Maintenance Agreement 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 Tyre  
Sr. Utilities Inspector

c: Project File

**WATER AND SEWER IMPROVEMENTS CASH MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned DUNN & SAVASTANO REAL ESTATE LLC, as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of One Thousand One Hundred Fifty-Two DOLLARS (\$1,152.00), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by reference, does bind RICHARD M. DUNN, NICK J. SAVASTANO, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the water and sewer improvements made as shown on Subdivision Plans and Specifications dated MARCH 17, 2007 including surveying, engineering, and land clearing, for DUNN & SAVASTANO Subdivision shall be maintained by the PRINCIPAL for a period of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY, and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED MAY 18, 2007.

2855 W SR 434, ST 1011

Address

LONGWOOD, FL 32779

[CORPORATE SEAL]

DUNN & SAVASTANO REAL ESTATE LLC (PRINCIPAL)

By: Richard M. Dunn (Signature)

Its president (Title)

## WATER AND SEWER IMPROVEMENTS MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this 18 day of MAY, 2007, between DUNN & SAVASTANO REAL ESTATE LLC hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

### WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including, but not limited to, water and sewer lines and other appurtenances in that certain subdivision described as DUNN & SAVASTANO, as recorded in Plat Book 02400 Page 1575 Public Records of Seminole County, Florida, hereinafter referred to as the "Plat"; and  
↓ 1576

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated JUNE 29, 2005, (as subsequently revised or amended on MARCH 17, 2006) and filed with the COUNTY Department of Environmental Services; 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 MAY 25, 2007; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. currency) in the sum of One Thousand, One Hundred Fifty-Two DOLLARS (\$1,152.00).

NOW, THEREFORE, in consideration of the agreements and promises herein made and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The COUNTY agrees to accept the water and sewer improvements into the COUNTY Utility System upon execution of this Agreement and to accept the aforementioned cash as security for the maintenance obligation of the PRINCIPAL.

2. The PRINCIPAL hereby deposits in escrow with COUNTY, the sum of One Thousand, One Hundred Fifty-Two DOLLARS (\$1,152.00) to guarantee that all water and sewer improvements set forth on plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement. Fifty Two

3. The COUNTY agrees to hold said funds and to pay same out in the manner described herein.

4. PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of One Thousand, One Hundred Fifty-Two DOLLARS (\$1,152.00) on the condition 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 MAY 25, 2007, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

5. The COUNTY Department of Environmental Services 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 correct said defect.

6. Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the costs thereof, including, but not limited to engineering, construction, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other 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, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

7. The PRINCIPAL further agrees 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, cause 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 shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, construction, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

ATTEST:

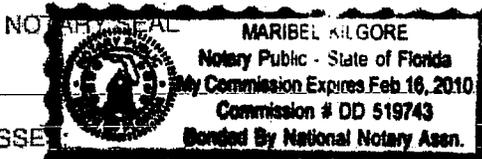
By: Richard Dunn

(CORPORATE SEAL)

Date: May 18, 2007

I HEREBY CERTIFY that, on this 18 day of May, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard Dunn and Nicholas Savastano President and Secretary, respectively, of Dunn & Savastano, a Corporation organized under the laws of the State of Florida, who are personally known to me or who have produced license as identification and that they did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Maribel Kilgore  
Notary Public Signature



WITNESSES:

Cheryl M Brown  
Barbara A Nash

UTILITIES  
SEMINOLE COUNTY, FLORIDA

Gary J. DeLoach  
Utilities Manager

Date: 6/6/07

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda items and approved on April 2, 1997.





# ENVIRONMENTAL SERVICES Seminole County Water and Sewer

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Subdivision \_\_\_\_\_  
 Street # \_\_\_\_\_  
 Lot # \_\_\_\_\_

DUNN & SAVASTANO DENTAL OFFICE  
 2855 W SR 434  
 LONGWOOD, FL 32779

Phone \_\_\_\_\_  
 Acct # \_\_\_\_\_  
 Cycle/Rt # \_\_\_\_\_  
 Project # \_\_\_\_\_

PLEASE PLACE INTO ESCROW 1,152.00 FOR  
 2 YEAR MAINT BOND W/ ESCROW AGREEMENT

SAME

✓ # 11518384

1,152.00

1,152.00

DATE: 6/6/07

at Pack: (407) 665-2767  
(407) 321-0349

ONLY

OPMENT FILE

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VERIFY THE AUTHENTICITY OF THIS MULTITONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

**FIFTH THIRD BANK**  
 Pay to the  
 Order of: Seminole County

**CASHIER'S CHECK**  
 May 25 2007

\$ 152.00

Amount: **ONE THOUSAND ONE HUNDRED FIFTY TWO 00/100 US DOLLARS**

Drawn on: Fifth Third Bank, Kentucky, Inc. Transaction Number: 3485065  
 Lexington, KY Cost Center: 44312

Memo: customer purchase  
 Purchased by: Dr. Nicholas J Savastano

The purchase of a Surety Bond may be required before any Cashier's Check on this bank will be replaced or refunded in the event it is lost, misplaced or stolen.

*Nicholas J Savastano*  
 Authorized Signature

Security Features Included Details on Back

⑈ 1 5 1 8 3 8 4 ⑈ ⑆ 0 4 2 1 0 1 1 9 0 ⑆ 7 3 8 0 3 8 5 0 5 9 ⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.