

RESOLUTION 2020-064

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY GRANTING A SUBSTITUTION OF DOCUMENTS TO ASSURE THE COMPLETION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT OF HOLIDAY AT PUEBLO DEL SOL, PHASE 5A, LOTS 1-29; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, on June 25, 2020, the Mayor and City Council passed Resolution 2020-036 approving the final subdivision plat for the Holiday at Pueblo Del Sol, Phase 5A, Lots 1-29; and

WHEREAS, certain documents were recorded with the Cochise County Recorder, said documents being an Improvement Security Guaranty Agreement by and between Castle & Cooke Arizona, Inc., and the Lexon Surety Group, under bond number LICX1190534 as recorded under Fee No. 2020-19443, for the completion and security of public improvements associated with the development of Holiday at Pueblo Del Sol, Phase 5A, Lots 1-29; and

WHEREAS, Castle & Cooke Arizona Inc., as developer of the subdivision, desires to substitute documents making Seneca Insurance Company the Surety of the Improvement Security Guaranty Agreement, as identified by Bond number POA1003249; and

WHEREAS, Castle & Cooke Arizona Inc., has requested that the necessary documents be prepared to accomplish the requested substitution; and

WHEREAS, the City of Sierra Vista feels that it is in the best interests of the public to accept a new document as security for the completion of the required public improvements associated with the development of Holiday at Pueblo Del Sol, Phase 5A, Lots 1-29.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy to substitute surety documents to assure the completion of public improvements is hereby reaffirmed;

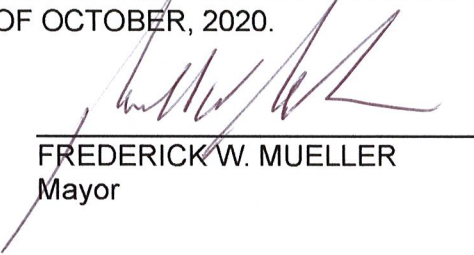
SECTION 2

That the City hereby accepts the new Improvement Security Guaranty Agreement, identified with the bond number POA1003249, from Castle & Cooke Arizona, Inc., for the completion of the required public improvements associated with the development of Holiday at Pueblo Del Sol, Phase 5A, Lots 1-29, and hereby releases the current Improvement Security Guaranty Agreement, identified with bond number LICX1190534 and recorded under Fee No. 2020-19443;


SECTION 3

That the City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

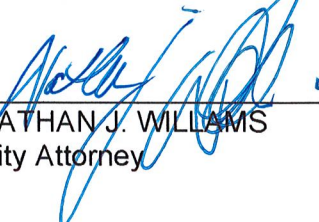
PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THE 22<sup>ND</sup> DAY OF OCTOBER, 2020.

  
\_\_\_\_\_  
FREDERICK W. MUELLER  
Mayor

ATTEST:

  
\_\_\_\_\_  
JILL ADAMS  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
NATHAN J. WILLIAMS  
City Attorney

PREPARED BY:  
Jeff Pregler, Planner

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PAGE TWO OF TWO



Eric Altman  
Assistant Vice President  
455 Market Street, Suite 900  
San Francisco, CA 94105  
(415) 500-5028  
[ealtman@sompo-intl.com](mailto:ealtman@sompo-intl.com)

October 1, 2020

**SOMPO INTERNATIONAL BOND RELEASE**

Lexon Insurance Company issued a Subdivision bond No. LICX1190534 in the amount of \$34,122.00 at the request of Castle & Cooke Arizona, Inc., as Principal, for the benefit of City of Sierra Vista, Arizona, as obligee ("Obligee").

Obligee hereby fully and unconditionally discharges and releases the Bond and releases Sompo International Insurance and Surety Company its parents, affiliates and subsidiaries ("Sompo") from any and all past, present and future liability under said Bond. Contemporaneous with the execution of this Release the Bond is discharged and the Obligee shall return the original Bond to Sompo and Obligee hereby surrenders all rights associated with the bond. The undersigned warrants that he or she has the authority to execute this Release on behalf of the Obligee and to bind the Obligee hereunder.

  
\_\_\_\_\_  
Signed by officer with requisite authority to sign on Obligee's behalf



This Bond supersedes and replaces Lexon Insurance Company bond number LICX1190534 effective 10/01/2020.  
By acceptance of this Bond Lexon is released from all liability.

IMPROVEMENTS SECURITY GUARANTY AGREEMENT

BOND NO.: POA1003249

PREMIUM: \$512.00

THIS AGREEMENT made and entered into this 17th day of April, 2020 by and among Seneca Insurance Company, Inc. hereinafter referred to as Guarantor; CASTLE & COOKE ARIZONA, INC., subdivider and Developer of that certain subdivision of Cochise County, Arizona, known as **Final Plat for Holiday at Pueblo Del Sol – Phase 5A.**

Subdivision hereinafter referred to as Subdivision; and the CITY OF SIERRA VISTA, ARIZONA, a municipal Corporation, hereinafter referred to as the City.

WITNESSETH:

WHEREAS, Subdivider has caused improvements plans and specifications to be prepared and submitted to the City of Sierra Vista, State of Arizona, through its Department of Community Development pertaining to a proposed Subdivision with the City of designated as **Final Plat for Holiday at Pueblo Del Sol – Phase 5A** Subdivision; and

WHEREAS, in order to insure the proper installation of Subdivision improvements as required by Chapter 151 of the Sierra Vista Code and to comply with Section 151.19.006 thereof, which requires that the Subdivider shall provide security for filing with the City, or other financial institution authorized to enter into such contracts; and

WHEREAS, in accordance with said Section aforesaid, the amount of said Contract of Guaranty shall be based on a cost estimate prepared by a registered professional civil engineer in an amount to cover the completed installation of the improvements, and in this regard, said cost estimate prepared by a registered professional civil engineer is in the amount of **Thirty Four Thousand, One Hundred Twenty Two dollars and no/100 (\$34,122);**

and

WHEREAS, this Contract of Guaranty and the cost estimate herein above referenced are required to be submitted to the Director of Community Development of the City for approval of the amount said security prior to the final plat approval by the City, as provided in said Section 151.19.006 and, in this regard, provision for said approval is made herein; and

WHEREAS, Subdivider plans to subdivide and develop said subdivision in conjunction with and operating through Seneca Insurance Company, Inc. as Guarantor; and

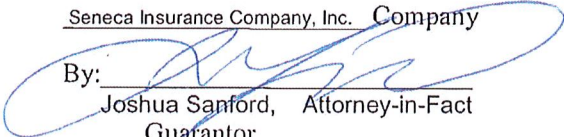
WHEREAS, Subdivider declares and hereby gives notice to the City that the Completion date of said Subdivision improvements as more particularly described in the plan and accompanying improvement plans and specifications of said Final Plat for Holiday at Pueblo Del Sol – Phase 5A Subdivision, as submitted to said City, shall be on or before the expiration of one (2) year(s) following the date of recordation of the final plan of the Subdivision.

NOW, THEREFORE, in consideration of the covenants and promises of the parties hereinafter set forth and other valuable considerations, the adequacy of which is hereby acknowledged the parties hereto as follows:

1. Subdivider has or will employ a contractor or contractors to make said Subdivision improvements as contemplated to be secured by Chapter 151, pursuant to the plat and accompanying improvement plans and specifications of said Final Plat for Holiday at Pueblo Del Sol – Phase 5A Subdivision, as submitted to said City and approved by said City.
2. In consideration of the City's accepting the promise of the Subdivider to make and complete all required improvements within one (2) year(s) from the recordation of the final subdivision plat, and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned Guarantor hereby agrees that is, for any reason whatsoever, the Subdivider does not perform full and completely the said agreement to guaranty hereby created shall become absolute and the Guarantor shall be primarily liable unto the City for payment of any amount required for the completion of the improvements in an amount not to exceed Thirty Four Thousand, One Hundred Twenty Two dollars and no/100 (\$34,122), upon written demand by the City. Said completion date may be extended by the City at the discretion upon written request of the Subdivider or the Guarantor.
3. Said Guarantor hereby certifies that it is fully authorized by law and its corporate records to become a guarantor in the manner indicated above.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

Seneca Insurance Company, Inc. Company

By:   
Joshua Sanford, Attorney-in-Fact  
Guarantor

CASTLE & COOKE ARIZONA, INC.

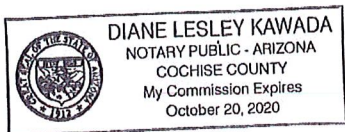
BY: [Signature]  
Richard S. Coffman Senior Vice President, CCAI

BY: [Signature]  
Laura Whitaker, President

STATE OF ARIZONA     )  
                                  ) ss.  
COUNTY OF COCHISE    )

On September 28, 2020 before me, Diane L. Kawada, Notary Public,

personally appeared Richard S. Coffman AND personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



[Signature]  
Notary Public

My Commission Expires: 10/20/2020

APPROVED AS TO AMOUNT

BY: [Signature]  
Director of Community Development

THE CITY OF SIERRA VISTA

BY: [Signature]  
Mayor

APPROVED AS TO FORM:

BY: [Signature]  
City Attorney

ATTEST: [Signature]  
BY: [Signature]  
City Clerk



NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 10th day of September, 2020, before me, Brendan Fletcher, the undersigned officer, personally appeared Joshua Sanford, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Seneca Insurance Company, Inc., and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2025

Brendan Fletcher

Printed Name of Notary

**BRENDAN FLETCHER**  
**NOTARY PUBLIC - CT 180835**  
My Commission Expires Feb. 28, 2025

POWER OF ATTORNEY  
SENECA INSURANCE COMPANY, INC.  
PRINCIPAL OFFICE, NEW YORK, NEW YORK

92001

KNOW ALL MEN BY THESE PRESENTS: That SENECA INSURANCE COMPANY, INC., a corporation duly organized and existing under the laws of the State of New York, has made, constituted and appointed, and does hereby make, constitute and appoint:

Aimee R. Perondine, Aiza Anderson, Bethany Stevenson, Danielle D. Johnson, Donna M. Planeta, Jenny Rose Belen Phothirath, Joshua Sanford Mercedes Phothirath Samuel E. Begun, Melissa J. Stanton, Lorina Monique Garcia, Nicholas Turccamo, Michelle Anne McMahon

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind the Corporation thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of the Corporation at its principal office, in amounts or penalties not exceeding: Fifty Million Dollars (\$50,000,000).

This Power of Attorney limits the act 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 therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on 31 day, of January month, 2021 year.

This Power of Attorney is granted pursuant to unanimous written consent passed the 19th day of September 2011 by the directors of Seneca Insurance Company, Inc. in accordance with Article II, Section 12 of the By-Laws of Seneca Insurance Company, Inc.

Resolved that the President, Vice President, Secretary and Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signatures, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in the given power of attorney to execute on behalf of, and acknowledge as the act and deed of the Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto.

IN WITNESS WHEREOF, SENECA INSURANCE COMPANY, INC. has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11th day of March, 2019.



Corporate Seal:

SENECA INSURANCE COMPANY, INC.

By *Daniel Sussman*

Daniel Sussman  
Senior Vice President

*Laura Schneider*

Laura Schneider  
Senior Vice President

STATE OF NEW JERSEY,  
ss.:  
COUNTY OF MORRIS

On this 11th day of March, 2019 before me, a Notary Public, personally appeared the above named officers, Daniel Sussman and Laura Schneider, who, being duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Vice President of the said SENECA INSURANCE COMPANY, INC. and acknowledged said instrument to be the voluntary Act and Deed of said Company. They are both personally known to me.

Attest: \_

*Sonia Scala*

SONIA SCALA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 3/25/2024  
No. 2163686

Sonia Scala, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Seneca Insurance Company, Inc. on the 10th day of September, 2020



**ARIZONA ENDORSEMENT  
INSURANCE PRODUCER  
IN ACCORDANCE WITH HB 2342**

**PLEASE READ CAREFULLY, THIS ENDORSEMENT CHANGES THE POLICY.**

Bond Number: POA1003249

Your Agency and Agent / Producer for this policy is:

Agency: Willis Towers Watson Insurance Services West, Inc.

Agent / Producer: Carlos Albelo

Address: 920 Memorial City Way, Suite 500  
Houston, TX 77024

Phone: 713-625-1166

All other terms and conditions of this policy shall remain unchanged.  
This endorsement forms a part of the policy number referenced above.