

SUBJECT: Fields & Table Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: June 8, 2021
CONTACT: Lee Ann Kennedy

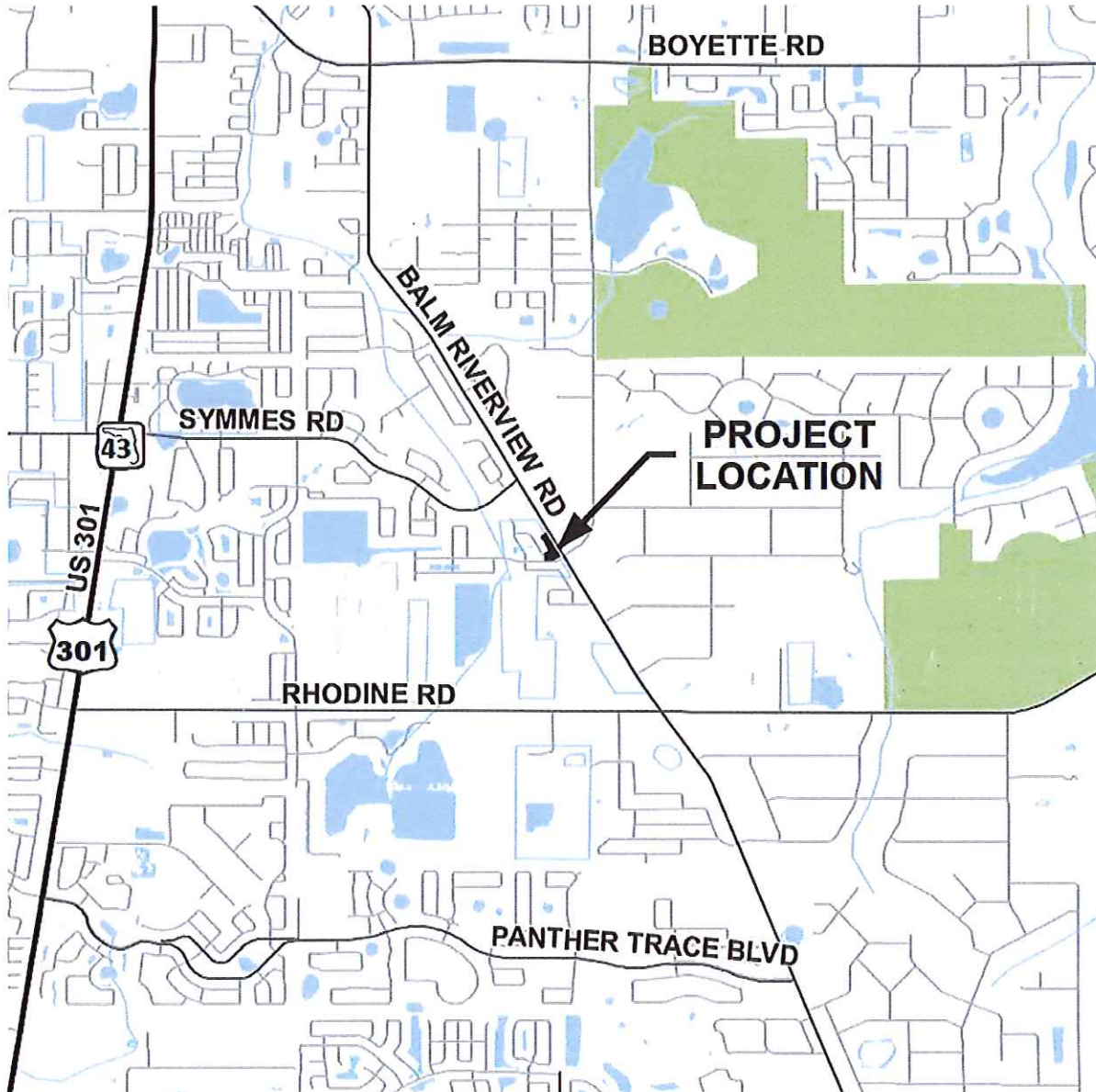
RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway improvements) for Maintenance upon proper completion, submittal and approval of all required documentation, and construction final acceptance by the Development Review Division of Development Services Department to serve Fields & Table Off-Site, located in Section 33, Township 30, and Range 20. Also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Warranty Check in the amount of \$1,818.00 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On February 5, 2021, Permission to construct was issued for Fields & Table Off-Site. Construction has been completed in accordance with the approved plans and has been inspected and approved by the Development Review Division of Development Services Department. The developer has provided the required Warranty Check, which the County Attorney's Office has reviewed and approved. The developer is CW Skinner Global, Inc. and the engineer is Halff Associates, Inc.

FIELDS & TABLE: VACINITY MAP



**OWNER/DEVELOPER'S AGREEMENT FOR
WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS**

This Agreement made and entered into this _____ day of _____, 2021, by and between **CW Skinner Global, Inc.**, hereinafter referred to as the "Owner/Developer," and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted Site Development Regulations which are set forth in the Land Development Code (hereafter the "Site Development Regulations"); and

WHEREAS, the Site Development Regulations authorize the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Owner/Developer in conjunction with site development projects in Hillsborough County, provided that the improvement facilities meet County standards and are warranted against defects in workmanship and materials for a period of two (2) years; and

WHEREAS, the Owner/Developer has completed certain off-site improvement facilities in conjunction with the site development project known as **FIELDS & TABLE**; and

WHEREAS, pursuant to the Site Development Regulations, the Owner/Developer has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

WHEREAS, the Owner/Developer has represented to the County that the completed improvement facilities have been constructed in accordance with the approved plans and all applicable County regulations and technical specifications; and

WHEREAS, the Owner/Developer has offered to warranty the off-site improvement facilities against any defects in workmanship and materials and to correct any such defects which arise during the warranty period.

NOW, THEREFORE, in consideration of the intent and desire of the Owner/Developer as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Owner/Developer and the County agree as follows:

1. The terms, conditions and regulations contained in the Site Development Regulations are hereby incorporated by reference and made a part of this Agreement.
2. For a period of two (2) years following the date of acceptance of the off-site improvement facilities for ownership and/or maintenance by the County, the Owner/Developer agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Owner/Developer agrees to correct within the warranty period any such failure, deterioration or damage existing in the improvement facilities so that said improvement facilities thereafter comply with the technical specifications contained in the approved plans and Site Development Regulations. The off-site improvement facilities, constructed in conjunction with the site development project known

as FIELDS & TABLE are as follows:

Roads/Streets (Curb & Median) Water Mains/Services Stormwater Drainage Systems
 Sanitary Gravity Sewer System Sanitary Sewer Distribution System Bridges
 Reclaimed Water Mains/Services Sidewalks Other: Signing and Striping

3. The Owner/Developer agrees to, and in accordance with the requirements of the Site Development Regulations, does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:
- a. Letter of Credit, number _____, dated _____, with _____ by order of _____; or
 - b. Performance Bond, dated _____ with _____ as Principal, and _____ as Surety; or
 - c. Cashier/Certified Check, number 136 1338, dated 4/9/21, which shall be deposited by the County into a non-interest-bearing escrow account upon receipt. No interest shall be paid to the Owner/Developer on funds received by the County pursuant to this Agreement.

A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

4. In the event the Owner/Developer shall fail or neglect to fulfill his obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, including but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Owner/Developer's failure or neglect to perform.
5. The County agrees, pursuant to the terms contained in the Site Development Regulations, to accept the off-site improvement facilities for maintenance, at such time as:
- a) The Engineer-of-Record for the Owner/Developer certifies in writing that said off-site improvement facilities have been constructed in accordance with:
 - (1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - (2) All applicable County regulations relating to the construction of the off-site improvement facilities; and
 - b) Authorized representatives of the County's Development Review Division of Development Services Department have reviewed the Engineer-of-Record's certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

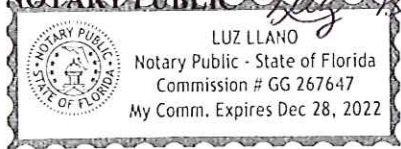
6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can be effectuated.
7. This document, including all exhibits and other documents incorporated herein by reference, contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 9th day of April, 2021.

ATTEST:

Luiz Llano
 Witness Luiz Llano

Angel Virelles
 Witness Angel Virelles

NOTARY PUBLIC Luiz Llano


CORPORATE SEAL
 (When Appropriate)

OWNER/DEVELOPER:

Mirna Skinner
 Authorized Corporate Officer or Individual

Mirna Skinner

Name (typed, printed or stamped)

104 S. Ware Blvd, Suite 1037

Address of Signer

Tampa, FL 33619

Phone Number of Signer

ATTEST:

HILLSBOROUGH COUNTY

PAT FRANK, CLERK OF THE CIRCUIT COURT BOARD OF COUNTY COMMISSIONERS

By: _____
 Deputy Clerk

By: _____
 Chairman

Owners Developers Warranty Agreement 050107.doc

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
 Approved As To Form And Legal Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 9th day of April, 2021, by MICHA SKINNER and

respectively President and owner of Fields & Table, Inc., a corporation under the laws of the state of FL on behalf of the corporation. He and/or she is personally known to me or has produced

FL DL as identification and did take an oath.

NOTARY PUBLIC:

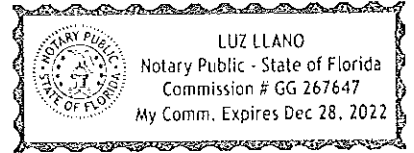
Sign: Luiz Llano (Seal)

Print: Luiz Llano

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: 12/28/2022



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced

_____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____



CASHIER'S CHECK

55-138
212

1361338

PAY TO THE ORDER OF HILLSBOROUGH COUNTY BOCC

DATE 04/09/2021

\$ 1,818.00

***\$1,818DOLLARS and 00CENTS**

COUNTER SIGNATURE REQUIRED IF DRAWN FOR MORE THAN \$5,000

MEMO: CM SKINNER GLOBAL, INC

[Handwritten Signature]
Authorized Signature

Authorized Signature

⑆ 1361338⑆ ⑆021201383⑆ 000041297490⑆

APPROVED BY THE COUNTY ATTORNEY

[Handwritten Signature]

BY _____
Approved As To Form And Legal Sufficiency.

Fields & Table
Hillsborough County, FL
Engineer's Opinion of Probable Construction Cost
OFF-SITE - ROADWAY IMPROVEMENTS
April 2021

1.00	OFF-SITE ROADWORK "PUBLIC"				
1.01	Concrete Median Type "B" Curbing	1	LS	\$10,532.00	\$10,532.00
1.02	Striping & RPM's	1	LS	\$2,000.00	\$2,000.00
1.03	Flashing Beacon and Signage	1	LS	\$5,649.00	\$5,649.00
Grand Total					\$18,181.00

Warrenry Bond 10% \$1,818



**We improve lives and communities
by turning ideas into reality.**

04/09/2021

Michael J. Sanders Jr., P.E. #76918



This form has been digitally signed and sealed by Michael J. Sanders Jr., P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

ENGINEER OF RECORD CERTIFICATION OF CONSTRUCTION COMPLETION

I, Michael J. Sanders, Jr., P.E., hereby certify that I am associated with the
firm of HALFF Associates, Inc., which has been retained by
CW Skinner Global, Inc.

I certify that construction of Fields & Table
Site Development ~~Subdivision~~ has been completed in substantial compliance with the Hillsborough County Land
Development Code, Stormwater Management Technical Manual, Transportation Technical Manual for
Subdivision and Site Development Projects, Water, Wastewater and Reclaimed Water Technical Manual,
the FDOT Standard Specifications for Road and Bridge Construction, the FDOT Design Standards, and the
approved plans and specifications. I certify that these Record "As Built" Drawing plans have recorded
any substantial design deviations due to field conflicts.

Signed and sealed this 1 day of April, 2021

Signature

Florida Professional Engineer No. 76918



This form has been digitally signed and sealed by Michael J. Sanders, Jr., P.E. on the date
referenced in the text. Printed copies of this document are not considered signed and
sealed and the signature must be verified on any electronic copy.

No County agreement, approval, or acceptance is implied by this Record Drawing certification.