

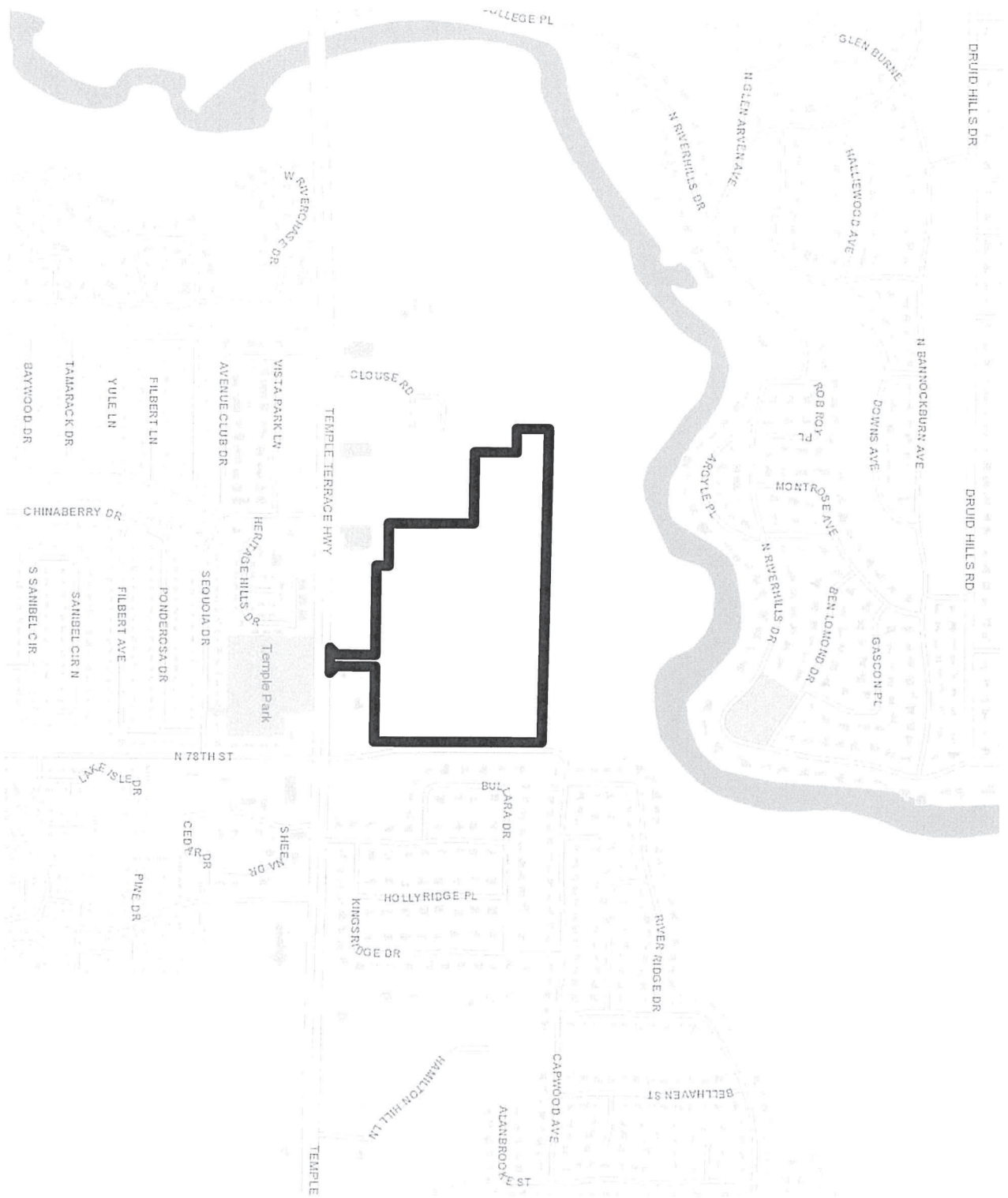
SUBJECT: River Park Subdivision Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 26, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway and turnlane) 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 River Park Subdivision Off-Site located in Section 23, Township 28, and Range 19. 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 Bond in the amount of \$10,097.80 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On March 12, 2021, Permission to construct was issued for River Park Subdivision 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 Bond, which the County Attorney's Office has reviewed and approved. The developer is T-3 River Park, LLC and the engineer is Tampa Civil Design.



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

This Agreement made and entered into this _____ day of _____, 20____, by and between T-3 River Park, LLC, 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 River Park Subdivision; 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 River Park Subdivision are as follows: Drive access connection, turn lane improvements, curbing, traffic separator, signage and striping, and milling and overlaying.

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. A Warranty Bond, dated March 29, 2022
Bond # CIC1921306 with T-3 River Park, LLC
as Principal, and Capitol Indemnity Corporation as Surety, or _____
 - c. Cashier/Certified Check, number _____, dated _____, 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 29 day of March, 2022.

ATTEST:

OWNER/DEVELOPER:
T-3 RIVER PARK, LLC.


Witness Lisa Ambrose


Authorized Corporate Officer or Individual


Witness Terri M. Whelan

Thomas J. Shannon, III
Name (typed, printed or stamped)

NOTARY PUBLIC

17635 Tobacco Road
Address of Signer
Lutz, FL 33558-4850

CORPORATE SEAL
(When Appropriate)

Phone Number of Signer

ATTEST:

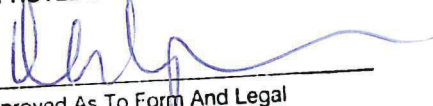
Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk
Owners Developers Warranty Agreement 050107.doc

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29 day of March, 2022, by Thomas J. Shannon, III Manager and Member and Member /and/ of T-3 River Park, LLC, a Florida limited liability company respectively President/and/ of _____, Inc., a corporation under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: *Terri M. Whelan* (Seal)

Print: Terri M. Whelan

Title or Rank: Notary

Serial Number, if any: HH 157166



My Commission Expires: July 30, 2025

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: _____

Bond# CIC1921306

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we T-3 River Park LLC called the Principal and Capitol Indemnity Corporation called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Ten Thousand Ninety-Seven & 80/100 (\$10,097.80) for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established site development regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

WHEREAS, these site development regulations affect the site of land within the unincorporated areas of Hillsborough County; and **WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (Off-Site Drive access connection, turn lane improvements, curbing, traffic separator, signage and striping, and milling and overlaying) for maintenance constructed in conjunction with the site known as River Park Subdivision; and **WHEREAS**, the aforementioned site development regulations require as a condition of acceptance of the improvement facilities (off-site Drive access connection, turn lane improvements, curbing, traffic separator, signage and striping, and milling and overlaying) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the off-site and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned site development regulations.

WHEREAS, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into an "Owner/Developer Agreement for Warranty of Required Off-Site Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above- described improvements.

WHEREAS, the terms of said Owner/Developer Agreement are by reference, hereby, incorporated into and made a part of this Warranty Bond.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the off-site improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, for the approved site known as River Park Subdivision against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Site Development Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Owner/Developer Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL March 29, 2024.

SIGNED, SEALED AND DATED this 29th day of March, 2022.

T-3 River Park LLC

PRINCIPAL (SEAL)

Thomas J. Shannon, III Manager/Member

Capitol Indemnity Corporation

SURETY (SEAL)

David Gonsalves



(SEAL)

ATTEST:

Terri M. Whelan
Terri M. Whelan

ATTEST:

David Gonsalves
ATTORNEY-IN-FACT

APPROVED BY THE COUNTY ATTORNEY

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

as amended

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1921306

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint
David Gonsalves

Name of licensed Individual

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\$10,097.80 for CIC1921306 on behalf of T-3 River Park LLC
Bond Amount Bond Number Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent

Suzanne M. Broadbent
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 29th day of March, 2022



Antonio Celii

Antonio Celii
General Counsel, Vice President & Secretary

CHANGE RIDER

Bond No. CIC1921323

Date of Bond 03/29/2022

Principal T-3 River Park LLC

Obligee Board of County Commissioners of Hillsborough County

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or warranties of the above captioned bond, other than as stated below.

This Rider is effective 03/29/2022 and is to be attached to and form a part of the above captioned bond. This Rider is issued on behalf of T-3 River Park LLC as Principal, in favor of the Obligee stated above.

In consideration of the premium charged, it is understood and agreed, on or after the effective date as set forth herein, the Surety consents to:

Change the Expiration Date:

From: March 29, 2024

To: August 26, 2024

Said change is applicable only to acts or omissions on or after the effective date as set forth herein.

Provided, however, that the liability of the Surety under the attached bond as changed by this Rider shall in no event be cumulative.

Signed, sealed and dated on 6/01/2022



Capitol Indemnity Corporation

David Gonsalves

By David Gonsalves, Attorney-in-Fact

Accepted:

T-3 River Park, LLC

By:

Thomas J. Shannon, III

Date: Thomas J. Shannon, III
Managing Member
June 02, 2022

APPROVED BY THE COUNTY ATTORNEY

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

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1921323

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint
David Gonsalves

Name of licensed Individual

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\$10,098.00 for CIC1921323 on behalf of T-3 River Park LLC
Bond Amount Bond Number Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent
Suzanne M. Broadbent
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 1st day of June, 2022



Antonio Celii

Antonio Celii
General Counsel, Vice President & Secretary

TAMPA CIVIL DESIGN
SITE DESIGN AND CIVIL ENGINEERING

RIVER PARK SUBDIVISION
Engineers Estimate of Construction Costs
For
Warrantied Construction Materials

Item No.	Description	Quantity	Unit	\$	TOTAL
	OFFSITE ROADWAY CONSTRUCTION				
1	TRUNCATED DOME	2	EA	\$844.06	\$ 1,688.12
2	TYPE F CURB	155	LF	\$23.37	\$ 3,622.35
3	TYPE E CURB	135	LF	\$23.37	\$ 3,154.95
4	12" STABILIZED CURB PAD	147	SY	\$26.83	\$ 3,944.01
5	CONCRETE TRAFFIC SEPARATOR	4230	SF	\$11.04	\$ 46,699.20
6	1" MILLING AND OVERLAY	210	SY	\$71.42	\$ 14,998.20
7	1.5" ASPHALT TYPE SF-12.5	294	SY	\$20.08	\$ 5,903.52
8	14" CRUSHED CONCRETE BASE	147	SY	\$49.00	\$ 7,203.00
9	12" COMPACTED SUBGRADE	147	SY	\$19.69	\$ 2,894.43
10	DELINEATOR	1	EA	\$454.49	\$ 454.49
11	PAVEMENT MARKINGS	1	LS	\$ 10,415.70	\$ 10,415.70
	SUBTOTAL -OFFSITE ROADWAY CONSTRUCTION				\$ 100,977.97
	TOTAL				\$ 100,977.97
	TOTAL WARRANTY BOND REQUIRED (10%)				\$10,097.80

Jeremy Couch, P.E.
Tampa Civil Design

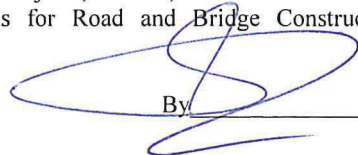
3/9/00



CONTRACTOR'S AFFIDAVIT

I/We as Contractor for the construction of the street, stormwater, water, wastewater and reclaimed water facilities for River Park Subdivision, having been first duly sworn, depose

and say: That all of the material used in the construction of the streets, stormwater, water, wastewater and reclaimed water facilities meet the requirements of the Hillsborough County Land Development Code, Stormwater Management Technical manual, Hillsborough County 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, FDOT Design Standards, and the approved plans and specifications.

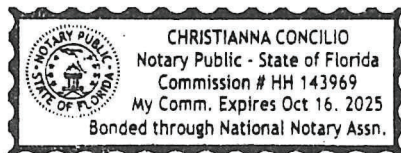
By  _____
SIGNATURE

Print name & title: Michael Blackwell

Company: Central Site Development

Address: 213 Providence Road
Brandon, FL 33511

Subscribed and sworn to before me this 6 day of June, 20



Christianna Concilio

Notary Public - State of Florida at Large

My commission expires: 10/16/25

AFFIX SEAL