

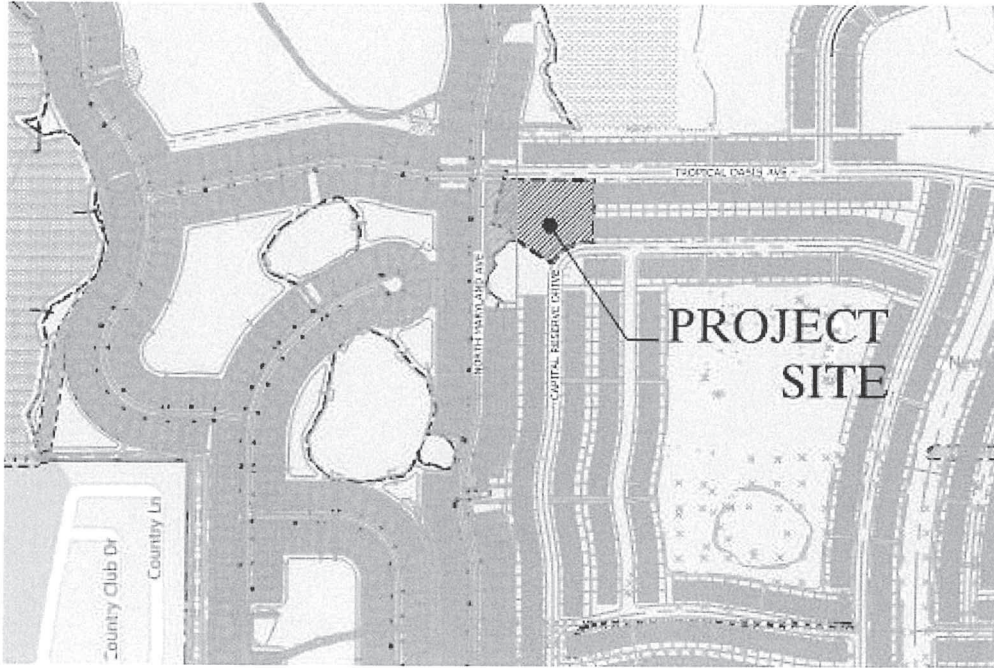
SUBJECT: North Park Isle – Park Rd & Sam Allen Roadway Improvements Off-Site
PI# 5829
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: September 12, 2023
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve North Park Isle – Park Rd & Sam Allen Roadway Improvements Off-Site located in Section 15, Township 28, and Range 20 (water, stormwater, sidewalk, intersection & roadway improvements within ROW) for Maintenance upon proper completion, submittal and approval of all required documentation. 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 \$56,083.32 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On May 25, 2021, Permission to construct was issued for North Park Isle – Park Rd & Sam Allen Roadway Improvements Off-Site. Construction has been completed in accordance with the approved plans and has been inspected and approved by the appropriate agencies. The developer has provided the required Bond, which the County Attorney's Office has reviewed and approved. The developer is North Park Isle Development, LLC and the engineer is Ardurra.



LOCATION MAP

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

This Agreement made and entered into this _____ day of _____, 2023, by and between North Park Isle Development, 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 North Park Isle -Park Road and Sam Allen Roadway Improvements; 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 North Park Isle - Park Road and Sam Allen Roadway Improvements are as follows:
Stormwater, water, sidewalk connections and intersection & roadway improvements within the county ROW

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 No. 4724792, dated May 17, 2023, with North Park Isle Development, LLC as Principal, and Great American Insurance Company 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 18th day of MAY, 2023.

ATTEST:



Witness, Austin Berns



Witness, Kelley Cato Juneau

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

Cindy Stuart, Clerk of
the Circuit Court

By: _____
Deputy Clerk

OWNER/DEVELOPER:



Authorized Corporate Officer or Individual
Nicholas J. Dister, Authorized Representative

Name (typed, printed or stamped)

111 S. Armenia Ave., Suite 201

Address of Signer

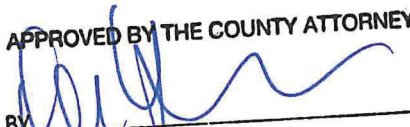
Tampa, FL 33609

(813) 443-0809

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

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 18th day of May, 2023, by Nicholas J. Dister As Authorized Representative of North Park Isle Development, LLC, a Florida limited liability company on behalf of the company. He and/or she is personally known to me and did take an oath.

NOTARY PUBLIC:

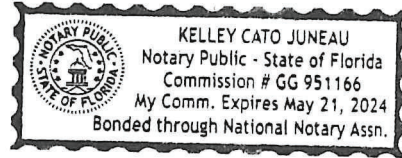
Sign: [Signature] (Seal)

Print: Kelley Cato Juneau

Title or Rank: Notary Public – State of Florida

Serial Number, if any: GG951166

My Commission Expires: May 21, 2024



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: _____

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTSSD, that we, North Park Isle Development, LLC, called the Principal and Great American Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of FIFTY SIX THOUSAND EIGHTY THREE 32/100 US DOLLARS (\$56,083.32) 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 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 North Park Isle -Park Road and Sam Allen Roadway Improvements ; 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 as North Park Isle - Park Road and Sam Allen Roadway Improvements are as follows:
Stormwater, water, sidewalk connections and intersection & roadway improvements within the county ROW

THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO
REMAIN IN FULL FORCE AND EFFECT UNTIL 10/12/2025

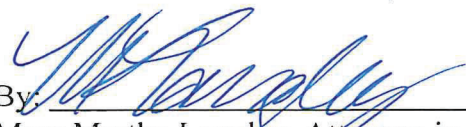
SIGNED, SEALED AND DATED this 17th day of May, 2023.


ATTEST:


By: 
_____ PRINCIPAL (SEAL)

Great American Insurance Company
SURETY (SEAL)

ATTEST:


By: 
_____ Mary Martha Langley, Attorney-in-Fact and Florida Licensed Resident Agent

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal Sufficiency.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 21328

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE, 2019.



Steph C. B.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of May, 2023



Steph C. B.

Assistant Secretary

ARDURRA GROUP, INC.
 CLIENT: NORTH PARK ISLE DEVELOPMENT, LLC
 PROJECT: NORTH PARK ISLES

ENGINEER'S COST ESTIMATE
 WARRANTY BOND
 DATE: May 5, 2023

PROJECT: NORTH PARK ISLES - PARK ROAD AND SAM ALLEN ROADWAY IMPROVEMENTS
 BOND CALCULATIONS

STATE OF FLORIDA }
 }
 COUNTY OF HILLSBOROUGH }

I, Tuyen L. Tran, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 54099, hereby certify that I have examined the Plans for the North Park Isles -Park Road and Sam Allen Roadway Improvements, as prepared by Ardurra Group Inc., and that the costs of the improvements lying within the Project limits, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for the Warranty Guarantee.

SUMMARY OF SCHEDULES

SAM ALLEN TURN LANE PAVING		\$539,375.31
SAM ALLEN STORM		\$21,457.84
	TOTAL	\$560,833.15
	WARRANTY BOND (10% OF COST)	\$56,083.32
	(Bond Amount 0.10 X \$560,833.15 = \$56,083.32)	

Approved By:

Tuyen L. Tran, P.E. (#54099)

Professional Engineer License No. 54099
 State of Florida
 Expiration Date: 08/31/2024
 Licensee Name: TUYEN L. TRAN
 Licensee Address: 10000 N. W. 15th St., Suite 100, Ft. Lauderdale, FL 33305
 Licensee Phone: 954-561-1111
 Licensee Email: tuyen@ardurra.com
 Tuyen L. Tran
 2023.05.08
 10:31:50 -04'00'

(Seal)

PROFESSIONAL Engineer

 Date

ARDURRA GROUP, INC.
 CLIENT: NORTH PARK ISLE DEVELOPMENT, LLC
 PROJECT: NORTH PARK ISLES

ENGINEER'S COST ESTIMATE
 WARRANTY BOND
 DATE: May 5, 2023

SAM ALLEN TURN LANE - PAVING

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1521	MOT	1.00	LS	\$38,482.30	\$ 38,482.30
1522	Saw Cut & Match Existing Paving	2,560.00	LF	\$3.70	\$ 9,472.00
1523	CY Turn Lane Excavation	1.00	IS	\$64,612.24	\$ 64,612.24
1524	Road Milling 1.5 Sam Allen	1,284.00	SY	\$8.04	\$ 10,323.36
1525	Pave 1 1/2" FC-12.5 Asphalt - Sam Allen	2,740.00	SY	\$15.81	\$ 43,319.40
1526	Pave 3" Type SP-12.5 Asphalt - Sam Allen	1,462.00	SY	\$27.50	\$ 40,205.00
1527	Optional Base Group 12-Black Base Sam Allen	1,500.00	SY	\$68.75	\$ 103,125.00
1528	Road Milling .75" Park Road	2,442.00	SY	\$8.04	\$ 19,633.68
1529	Pave 3/4" Type FC-5 Asphalt - Park Road	1,620.00	SY	\$15.73	\$ 25,482.60
1530	Pave 4" Type SP-12.5 Asphalt Park Road	190.00	SY	\$89.15	\$ 16,938.50
1531	Optional Base Group 12-Black Base Park Road	190.00	SY	\$74.10	\$ 14,079.00
1532	Subgrade Stabilized 12"	1,652.00	SY	\$17.27	\$ 28,530.04
1533	Stabilized Shoulder 12"	56.00	SY	\$49.50	\$ 2,772.00
1534	Concrete Curb Type E	384.00	LF	\$28.98	\$ 11,128.32
1535	Concrete Curb Type F	466.00	LF	\$28.16	\$ 13,122.56
1536	Concrete Sidewalk 6"-SF (Non-Reinforced)	1,365.00	SF	\$10.49	\$ 14,318.85
1537	ADA Concrete Access Ramps w/Domes	2.00	EA	\$1,630.14	\$ 3,260.28
1538	Sodding Bahia + Coconut Fiber	1,860.00	SY	\$4.60	\$ 8,556.00
1539	Concrete Separator	1,400.00	SF	\$34.53	\$ 48,342.00
1540	Signage & Striping	1.00	LS	\$16,706.78	\$ 16,706.78
1540a	Relocate Existing Water-Reclaim-Force Main Air Release	3.00	EA	\$2,321.80	\$ 6,965.40
				TOTAL	\$ 539,375.31

SAM ALLEN - STORM

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1541	Connect to Existing	1.00	EA	\$2,925.51	\$ 2,925.51
1542A	RCP 18"	30.00	LF	\$79.92	\$ 2,397.60
1544	Modify Type 6 Curb Inlet Into Manhole	2.00	EA	\$4,645.52	\$ 9,291.04
1544	Type 6 Curb Inlet	1.00	EA	\$6,843.69	\$ 6,843.69
				TOTAL	\$ 21,457.84

**ENGINEER OF RECORD CERTIFICATION OF
CONSTRUCTION COMPLETION**

I, Tuyen L. Tran, P.E., hereby certify that I am employed by the firm of ARDURRA GROUP, INC. which has been retained by North Park Isle Development, LLC, I certify that I have been functioning as the Engineer of Record for North Park Isle – Park Road & Sam Allen Roadway Improvements, for which site construction is substantially complete, in accordance with the Land Development Code and in substantial accordance with the approved plans and specifications.

Signed and sealed this _____ day of _____ 2023.

Tuyen L. Tran, P.E., State of Florida,
Professional Engineer, License No.
54099. This item has been digitally
signed and sealed by Tuyen L. Tran,
P.E. on the date indicated here.
Printed copies of this document are
not considered signed and sealed
and the signature must be verified
on any electronic copies.

Tuyen L Tran

2023.08.10

17:20:07

-04'00'

Signed: _____

Tuyen L. Tran, P.E.

Fla. Prof. Engineer No. 54099