

SUBJECT: Tesla Collision Center Off-Site **PI# 6143**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: May 9, 2023
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Tesla Collision Center Off-Site located in Section 32, Township 28, and Range 18 (forcemain) 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 \$6,789.00 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On June 2, 2022, Permission to construct was issued for Tesla Collision Center 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 6S Tampa FL, LLC and the engineer is Tampa Civil Design.

TAMPA CIVIL DESIGN

SITE DESIGN AND CIVIL ENGINEERING

Location Map



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

This Agreement made and entered into this _____ day of _____, 20____, by and between 6S T Tampa FL 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 Tesla Collision Center Tampa; 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 Tesla Collision Center Tampa are as follows: Off-site Force Main Facilities

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 2, 2023, with 6S T TAMPA FL LLC as Principal, and SureTec 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.

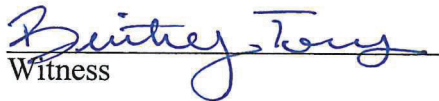
4. In the event the Owner/Developer shall fail or neglect to fulfill his obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, 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 13th day of March, 2023.

ATTEST:


 Witness


 Witness

NOTARY PUBLIC

CORPORATE SEAL
 (When Appropriate)

ATTEST:

Clerk of
 the Circuit Court

By: _____
 Deputy Clerk

Owners Developers Warranty Agreement 050107.doc

OWNER/DEVELOPER:


 Authorized Corporate Officer or Individual

James J. Amyx
 Name (typed, printed or stamped)

19333 Preston Rd #500
 Address of Signer

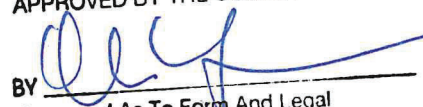
Dallas, TX 75252

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 TEXAS

COUNTY OF DALLAS

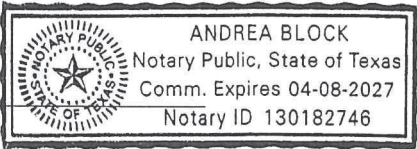
The foregoing instrument was acknowledged before me this 13 day of March, 2023, by James J. Amyx as Manager of 6S T TAMPA FL LLC, a Delaware limited liability. He and/or she is personally known to me or has produced drivers license as identification and did take an oath.

NOTARY PUBLIC:

Sign: Andrea Block (Seal)

Print: Andrea Block

Title or Rank: Admin.



Serial Number, if any: 130182746

My Commission Expires: 4-8-27

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 PRESENTS, That we 6S T TAMPA FL LLC, called the Principal and SureTec Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Six Thousand Seven Hundred Eighty-Nine Dollars & 00/100 (\$6,789.00) 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 Force Main facilities) for maintenance constructed in conjunction with the site known as Tesla Collision Center Tampa; and

WHEREAS, the aforementioned site development regulations require as a condition of acceptance of the improvement facilities (off-site Force Main facilities) 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:

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 Tesla Collision Center Tampa against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;

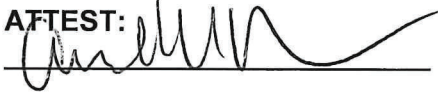
If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Site Development Regulations established by the Board of County Commissioners of Hillsborough County, and;

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 June 9, 2025.

SIGNED, SEALED AND DATED this 2nd day of March, 2023.

ATTEST:



ATTEST:



H. Thomas Dawkins, Witness

6S T Tampa FL LLC


By: _____

PRINCIPAL (SEAL)

SureTec Insurance Company

SURETY (SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal Sufficiency.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

H. Thomas Dawkins, Raymond J. Garruto, Bradford W. Gibson, Martin D. Pallazza, Debra S. Ritter, Angela Y. Buckner, Wendy E. Lahm,
Jenny Snell, Robert C. Tresher

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 24th day of August A.D. 2020 .



SURETEC INSURANCE COMPANY

By: *Michael C. Keimig*
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 24th day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; 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 Company; and that he signed his name thereto by like order.



Tanya Sneed
Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 2nd day of March, 2023, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

TAMPA CIVIL DESIGN

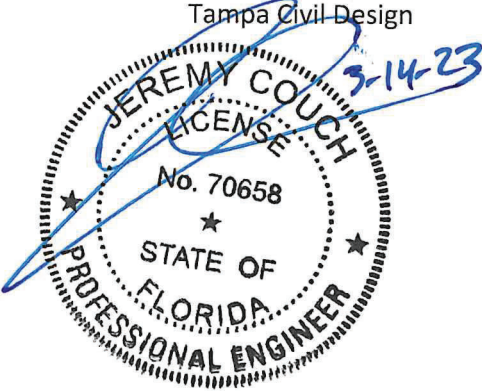
SITE DESIGN AND CIVIL ENGINEERING

TESLA COLLISION CENTER TAMPA

Engineers Estimate of Construction Costs
For
Warranted Construction Materials

Item No.	Description	Quantity	Unit	\$	TOTAL
OFFSITE UTILITY CONSTRUCTION					
1	FORCE MAIN				
2	04" MJ Bend 45deg	8	EA	\$ 300.00	\$ 2,400.00
3	04" MJ Cap	1	EA	\$ 250.00	\$ 250.00
4	04" MJ Plug Valve & Box	7	EA	\$ 800.00	\$ 5,600.00
5	04" MJ Tee	1	EA	\$ 300.00	\$ 300.00
6	04" PVC DR18	1478	LF	\$ 30.00	\$ 44,340.00
7	12" DIP Casing	100	LF	\$ 150.00	\$ 15,000.00
TOTAL OF MATERIALS					\$ 67,890.00
TOTAL WARRANY BOND REQUIRED (10%)					\$6,789.00

Jeremy Couch, P.E.
Tampa Civil Design



Contractor Affidavit

I/We as contractor for the construction of the improvement facilities Off-Site Forcemain
for Tesla Collision Center Tampa, having been first duly sworn, depose and say: That all the
material used in the construction of the facilities meet the requirements of the Hillsborough County Water
and Wastewater Technical Manual Specifications, the Highway and Bridge Technical Manual, and the Florida
Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

By: *Justin Whitworth*
Signature

Print name and title Justin Whitworth

Project Manager

Company: Marlon Dunn Contracting Inc

Address: 3115 Sammonds Rd Plant City FL 33563

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this

17 day of March, 2023, by Justin whitworth.
(day) (month) (year) (name of person acknowledging)

Personally Known OR Produced Identification

Kimberly Williams
(Signature of Notary Public - State of Florida)

Type of Identification Produced

(Print, Type, or Stamp Commissioned Name of Notary Public)



(Commission Number)

(Expiration Date)