

**SUBJECT:** Bell Shoals Church of Christ Off-Site **PI# 3671**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** May 9, 2023  
**CONTACT:** Lee Ann Kennedy

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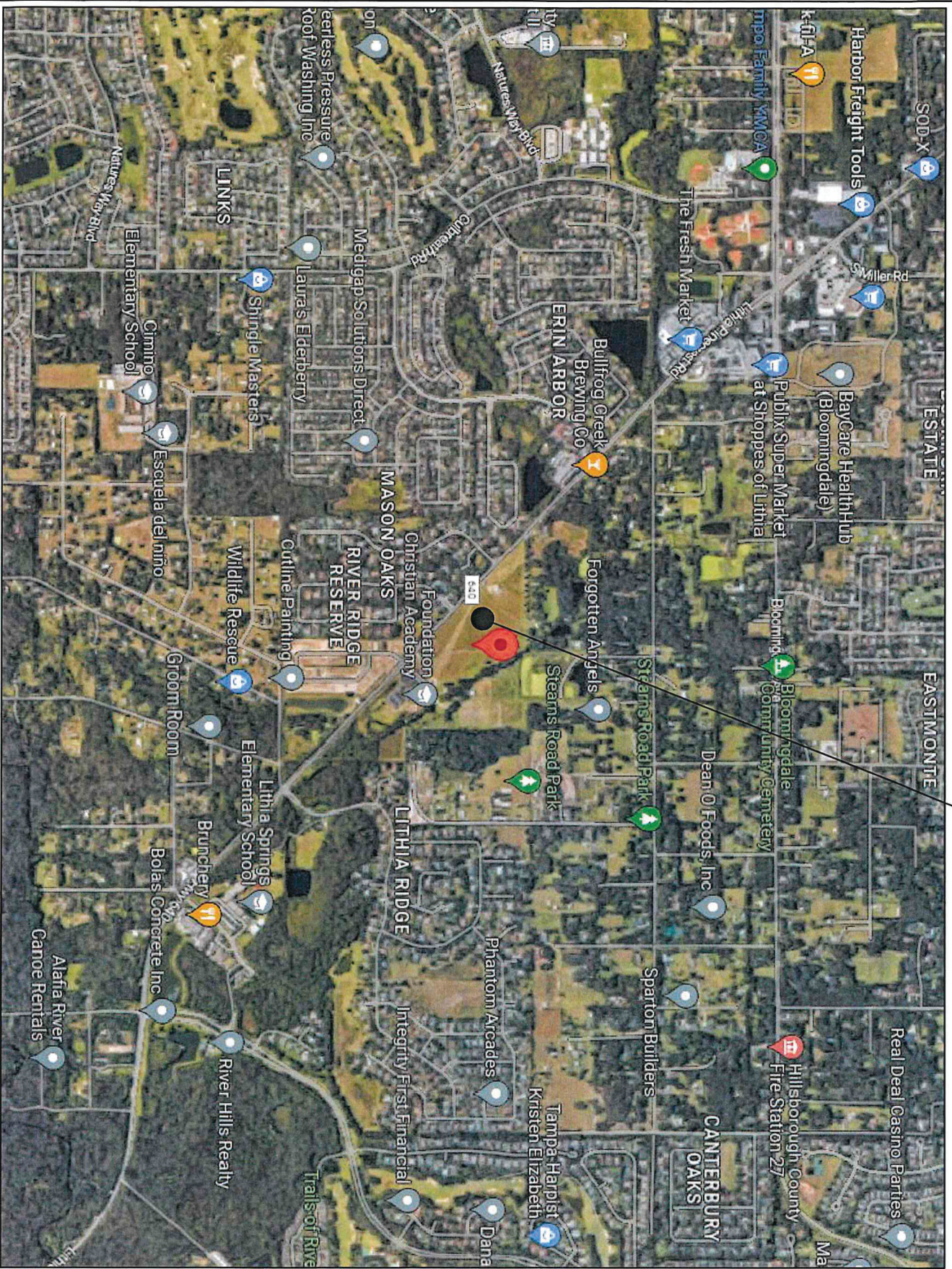
**RECOMMENDATION:**

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve Bell Shoals Church of Christ Off-Site located in Section 08, Township 30, and Range 21 (water main, force main and sidewalk) 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 \$16,700.00 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On November 19, 2019, Permission to construct was issued for Bell Shoals Church of Christ 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 Bell Shoals Church of Christ, Inc and the engineer is EGI-Engineering Great Ideas, Inc.

# PROJECT LOCATION



PROJECT :

**BELL SHOALS CHURCH OF CHRIST**  
3949 LITHIA PINECREST RD, VALRICO, FL 33596

EQU-ENGINEERING  
GREAT IDEAS, INC  
10000  
FLYING COW, AUSTON, 33509  
PHONE No. (813) 723-7778  
EMAIL: equideas@equideas.com

DRAWING TITLE

LOCATION  
MAP

**OWNER/DEVELOPER’S AGREEMENT FOR  
WARRANTY OF REQUIRED IMPROVEMENTS - ON SITE**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between BELL SHOALS CHURCH OF CHRIST, 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 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 improvement facilities in conjunction with the site development project known as BELL SHOALS CHURCH OF CHRIST (hereafter referred to as the “Project”); and

**WHEREAS**, pursuant to the Site Development Regulations, the Owner/Developer has requested the County to accept the aforementioned 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 warrant the 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 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 improvement facilities for ownership and/or maintenance by the County, the Owner/Developer agrees to warrant the 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 improvement facilities to be warranted, constructed in conjunction with the Project are as follows:  
INSTALL 668lf +,- 8" DIP WATER LINE, FORCE MAIN CONNECTION, 5' SIDEWALK, PERMIT # TTC91862

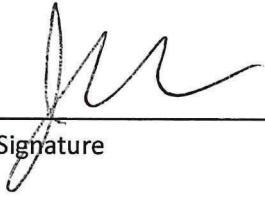
3. The Owner/Developer agrees to, and in accordance with the requirements of the Site Development Regulations, does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_, or \_\_\_\_\_, or
  - b. A Warranty Bond, dated 03/16/2023 with BELL SHOALS CHURCH OF CHRIST as Principal, and SURETEC INS CO as Surety, and
  - c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_ 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 its 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 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 improvement facilities for maintenance, at such time as:
  - a) The Engineer-of-Record for the Owner/Developer certifies in writing that said 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 this Agreement, effective as of the date set forth above.

ATTEST:



Witness Signature

Jonathan M. Helton

Printed Name of Witness




Witness Signature

KEEGAN WILSON

Printed Name of Witness

Owner/Developer:



By

Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

ROBERT A HIGHT

Printed Name of Signer

CORP. SECRETARY

Title of Signer

3949 LITHIA PINECREST RD, VALRICO FL 33596

Address of Signer

813-240-3825

Phone Number of Signer

CORPORATE SEAL  
(When Appropriate)

CINDY STUART  
Clerk of the Circuit Court

By: \_\_\_\_\_

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_

Chair

APPROVED BY THE COUNTY ATTORNEY



BY \_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.



**Representative Acknowledgement**

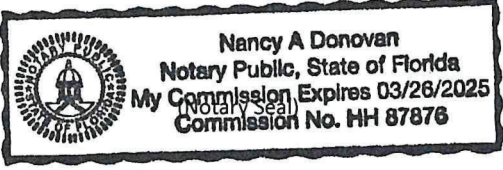
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

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

20 day of MARCH, 2023, by ROBERT A. HIGHT as  
(day) (month) (year) (name of person acknowledging)  
CORPORATE SECRETARY for BELL STONALS CHURCH OF CHRIST  
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR  Produced Identification

\_\_\_\_\_  
Type of Identification Produced



Nancy A. Donovan  
(Signature of Notary Public - State of Florida)

NANCY A. DONOVAN  
(Print, Type, or Stamp Commissioned Name of Notary Public)

HH87876 3.26.25  
(Commission Number) (Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

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

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
(day) (month) (year) (name of person acknowledging)

Personally Known OR  Produced Identification

\_\_\_\_\_  
Type of Identification Produced

(Notary Seal)

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

\_\_\_\_\_  
(Commission Number) (Expiration Date)

**WARRANTY BOND - SITE DEVELOPMENT**

KNOW ALL MEN BY THESE PRESENTS, that we Bell Shoals Church of Christ, Inc.

\_\_\_\_\_ 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 Sixteen Thousand Seven Hundred & 00/100----- (\$ 16,700.00 ) Dollars 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 land development regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this warranty bond; and

WHEREAS, these site development regulations affect the development 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 following improvement facilities: Install 68 LF (+/-) 8" DIP WaterLine, Force Main Connection, 5' Sidewalk, Permit #24724, TTC Permit #TTC91862 (hereafter, the "Improvement Facilities") for maintenance constructed in conjunction with the site known as Bell Shoals Church of Christ, Inc. (hereafter, the "Project"); and

WHEREAS, the aforementioned site development regulations require as a condition of acceptance of the Improvement Facilities that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the improvements and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned site development regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into an "Owner/Developer Agreement", the terms of which agreement require the Principal to submit an instrument warranting the above-described improvements; and

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 Improvement Facilities for maintenance by the Board of County Commissioners of Hillsborough County, for the approved Project 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 June 9, 2025.

SIGNED, SEALED AND DATED this 13th day of April, 2023.

ATTEST:

**Bell Shoals Church of Christ, Inc.**



Principal Signature Robert A. Hight, Secretary

**SureTec Insurance Company**

(Seal)



Surety Signature Odalis Cabrera, Attorney-in-Fact

(Seal)


ATTEST:



Attorney-in-fact Signature Odalis Cabrera

(Seal)

APPROVED BY THE COUNTY ATTORNEY

BY   
Approved As To Form And Legal Sufficiency.



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Bond No. 3489770

*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

Christine M. Reed Harris, Marina Mercedes Ramil, Odalis Cabrera

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

Two Million, Five Hundred Thousand Dollars (\$2,500,000.00)

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 20<sup>th</sup> 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 29<sup>th</sup> day of December A.D. 2020 .

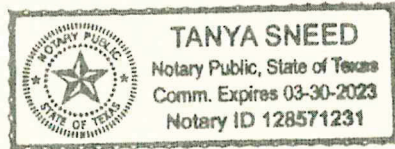
SURETEC INSURANCE COMPANY

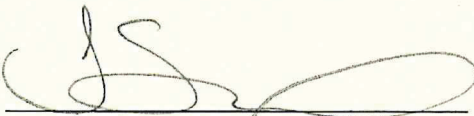
By:   
Michael C. Keimig, President



State of Texas            ss:  
County of Harris

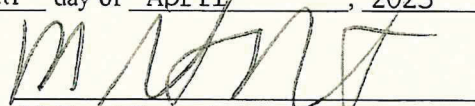
On this 29<sup>th</sup> day of December A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; 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, 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 13<sup>th</sup> day of April, 2023, A.D.

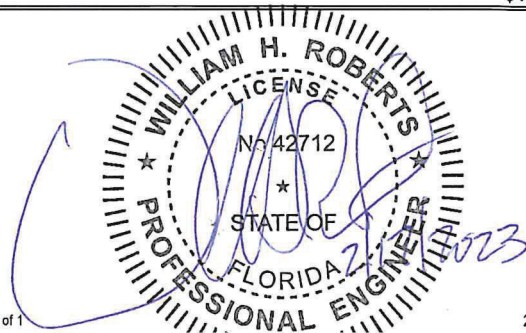
  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

**BELL SHOALS CHURCH OF CHRIST**  
**3949 Lithia Pincrest Rd, Valrico, FL 33596**

**ROW & 10-Ft-Wide Utility Easement Construction Cost Breakdown**

	ITEM	QUANTITY	UNIT	PRICE	TOTAL
<b>General Conditions:</b>					
100	Mobilization / Utilities & Sidewalk Construction	1.00	LS	\$22,591.74	\$22,591.74
102	Survey-Staking & Asbuilt Data (No Record Drawings)	1.00	LS	\$19,356.65	\$19,356.65
103	Type III Silt Fence	616.00	LF	\$2.21	\$1,361.36
<b>Total General Conditions</b>					<b>\$43,309.75</b>
<b>Earthwork:</b>					
201	Disc Site	0.14	ACRE	\$486.12	\$68.06
202	Site Excavation & Placement	288.00	CY	\$4.02	\$1,157.76
204	Site Grading	1.00	LS	\$787.90	\$787.90
205	Seeding & Mulching	674.00	SY	\$0.31	\$208.94
<b>Total Earthwork</b>					<b>\$2,222.66</b>
<b>Paving:</b>					
300	Maintenance of Traffic	1.00	LS	\$2,505.73	\$2,505.73
308	ADA Access Ramps	3.00	EA	\$1,115.46	\$3,346.38
311	Concrete Sidewalk 4" - Offsite	7,755.00	SF	\$5.59	\$43,350.45
<b>Total Paving</b>					<b>\$49,202.56</b>
<b>Sanitary System:</b>					
509	FM Connect to Existing Pipe	1.00	EA	\$1,062.49	\$1,062.49
510	FM Plug Valve 04"	1.00	EA	\$780.73	\$780.73
511	FM PVC Pipe 2.5"	10.00	LF	\$11.59	\$115.90
512	FM Fittings 04"	1.00	LS	\$258.12	\$258.12
<b>Total Sanitary System</b>					<b>\$2,217.24</b>
<b>Potable Water:</b>					
600	PW 08" Ductile Iron Pipe	620.00	LF	\$49.75	\$30,845.00
601	Pipe Bedding - PW 08" Ductile Iron Pipe	207.00	SY	\$16.25	\$3,363.75
603	Potable Water Gate Valves 02"	2.00	EA	\$812.87	\$1,625.74
604	Potable Water Fittings 02"	1.00	LS	\$1,425.04	\$1,425.04
605	PW Services Water Single with 2" BFP	1.00	EA	\$5,252.89	\$5,252.89
606	Sample Points	2.00	EA	\$852.05	\$1,704.10
607	Chlorine Injection Points	2.00	EA	\$199.56	\$399.12
<b>Total Potable Water</b>					<b>\$44,615.64</b>
<b>Fire Line:</b>					
704	Potable Water Gate Valves 08"	3.00	EA	\$1,708.36	\$5,125.08
707	Potable Water Fittings 08"	1.00	LS	\$4,644.26	\$4,644.26
710	RPDA Backflow Assembly 08"	1.00	EA	\$15,662.81	\$15,662.81
<b>Total Fire Line</b>					<b>\$25,432.15</b>
<b>ROW &amp; 10' Utility Easement Construction Cost</b>					<b>\$167,000.00</b>





**Hillsborough  
County Florida**  
Development Services

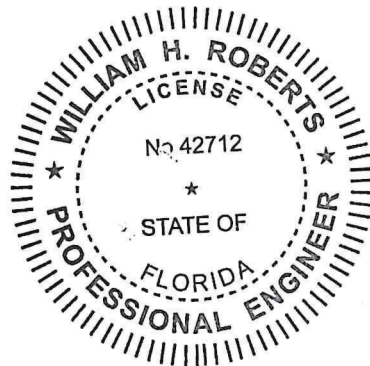
## Engineer of Record Certification of Construction Completion

I, William H. Roberts, P.E., hereby certify that I am associated with the firm of EGI-Engineering Great Ideas, Inc.. I certify that construction of the Improvement Facilities, at 3949 Lithia Pinecrest Rd, Valrico, FL 33596 have been completed in substantial compliance with the current Hillsborough County Regulations and in substantial compliance with the approved plans and specifications. I certify that these Record plans have recorded any design deviations due to field conflicts.

Signed and sealed this 17th day of February, 2023

(signature)

Florida Professional Engineer No. 42712



Affix Seal

No County agreement, approval or acceptance is implied by this Certification.