

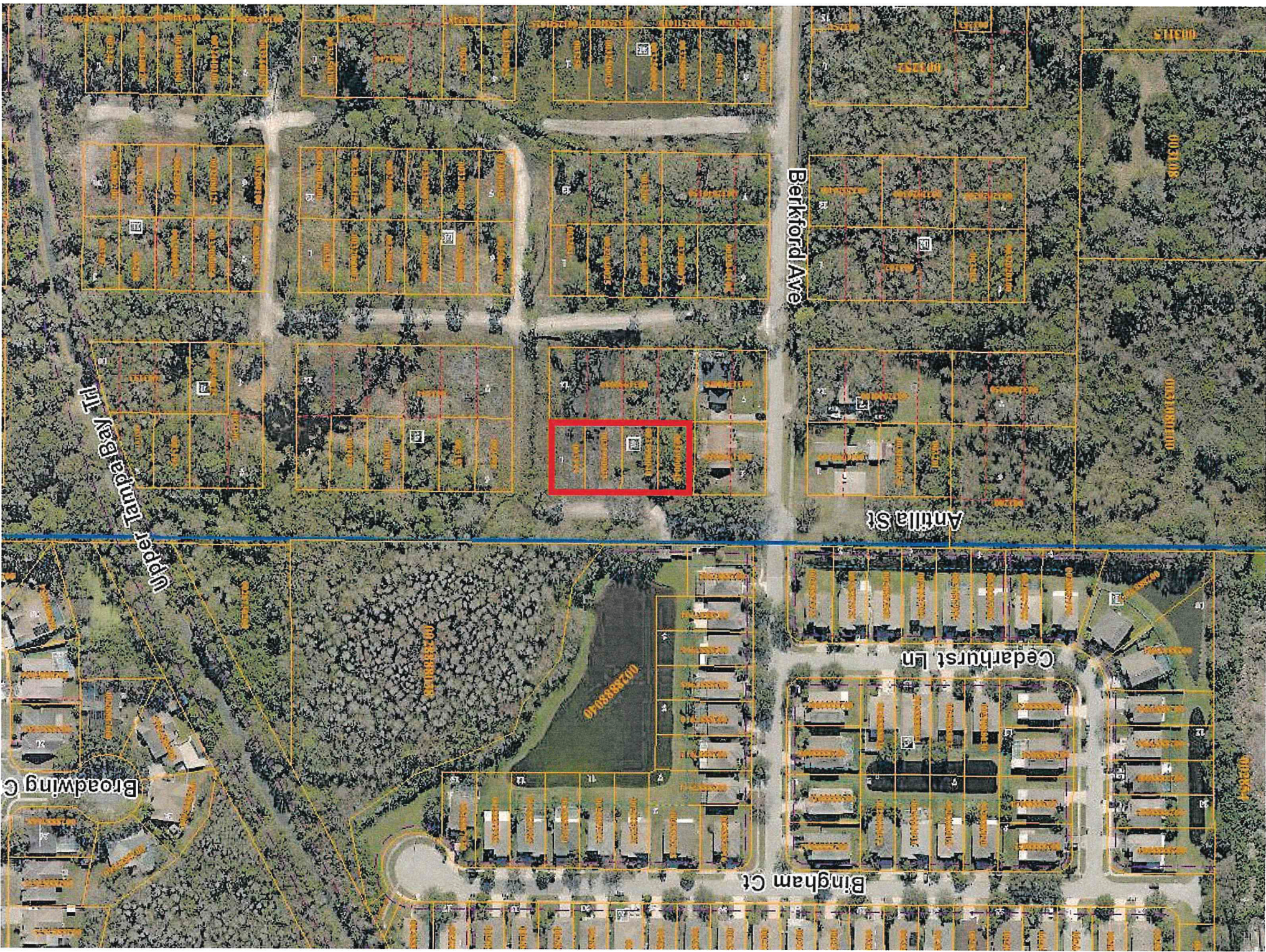
SUBJECT: Antilla Street Utilities Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 26, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (water and wastewater) 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 Antilla Street Utilities Off-Site located in Section 02, Township 28, and Range 17. 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 \$4,747.35 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On February 26, 2020, Permission to construct was issued for Antilla Street Utilities 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 Check, which the County Attorney's Office has reviewed and approved. The developer is Kevin Shelton and the engineer is Tampa Civil Design.



Berkford Ave

Antilla St

Cedarhurst Ln

Bingham Ct

Upper Tampa Bay Trl

Broadwing C

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

This Agreement made and entered into this day of , 2022,
by and between Kevin Shelton, 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 Antilla St Utilities; 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 Antilla St Utilities are as follows: off-site wastewater improvements, off-site water improvements, and fire hydrant

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 _____, or _____ by order of _____, or _____
- b. A Warranty Bond, dated _____, with _____ as Principal, and _____ as Surety, or _____
- c. Cashier/Certified Check, number 64261492177, dated 6/1/2022, 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 15th day of June, 2022

ATTEST:

OWNER/DEVELOPER:

Witness

Authorized Corporate Officer or Individual

Witness

Name (typed, printed or stamped)

NOTARY PUBLIC

Address of Signer

CORPORATE SEAL
(When Appropriate)

Phone Number of Signer

ATTEST:

Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____

By: _____

Deputy Clerk

Chair

Owners Developers Warranty Agreement 050107.doc

APPROVED BY THE COUNTY ATTORNEY

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

CORPORATE ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____

respectively President and _____ of _____ Inc., a corporation under the laws of the state of _____ 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: _____ (Seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 1st day of June, 2009, by KEVIN SHELTON, who is personally known to me or who has produced FL. Drivers License as identification and who did take an oath.

NOTARY PUBLIC:

Sign: Jennifer S Hooker (seal)

Print: Jennifer Hooker

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____



CASHIER'S CHECK

6661402177

006614 Office AU # 1-24 1210(6)

Remitter: KEVIN SHELTON
Operator I.D.: U334168

June 1, 2022

PAY TO THE ORDER OF ***BOCC***

**Four Thousand Seven Hundred Forty-Seven and 35/100 -US Dollars **

\$4,747.35

VOID IF OVER US \$ 4,747.35

Harold Law
CONTROLLER

Payee Address: BOND
Memo:
WELLS FARGO BANK, N.A.
7931 GUNN HWY
TAMPA, FL 33626
FOR INQUIRIES CALL (480) 394-3122

⑆6661402177⑆ ⑆121000248⑆4861 513257⑆

APPROVED BY THE COUNTY ATTORNEY

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

WATER/SEWER COSTS FOR WARRANTY BOND

Antilla Street Utilities PI# 5148

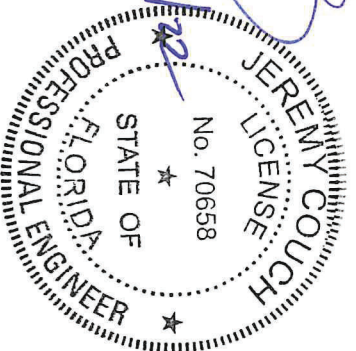
SEWER COST ESTIMATE

| Item | QTY | Unit | Unit Price | Total |
|--------------------------|-----|------|------------|--------------------|
| 4" SDR-18 PVC Force Main | 419 | LF | 25.93 | 10864.67 |
| 4X4X4 TEE | 5 | EA | 494.19 | 2470.95 |
| 45 ELBOW JOINT | 1 | EA | 430.32 | 430.32 |
| 4" PLUG | 1 | EA | 252.67 | 252.67 |
| 4" PLUG VALVE | 12 | EA | 694.11 | 8329.32 |
| 12" CASING FOR 4" FM | 1 | EA | 600.00 | 600 |
| Total | | | | \$22,947.93 |

WATER COST ESTIMATE

| Item | QTY | Unit | Unit Price | Total |
|-----------------------|-----|------|------------|--------------------|
| 8" PVC WM | 420 | LF | 20.47 | 8,597.40 |
| 45 ELBOW JOINT | 4 | EA | 558.08 | 2,232.32 |
| 8" GATE VALVE | 3 | EA | 1834.28 | 5,502.84 |
| FIRE HYDRANT ASSEMBLY | 1 | EA | 4,076.85 | 4,076.85 |
| 8X8X6 TEE | 1 | EA | 558.06 | 558.06 |
| 8X8X8 TEE | 1 | EA | 558.06 | 558.06 |
| 2" PE SERVICES | 4 | EA | 450.00 | 1,800.00 |
| 18" CASING FOR 8" WM | 1 | EA | 1,200.00 | 1,200.00 |
| Total | | | | \$24,525.53 |

| | | | | |
|-------------------------|--|--|--|--------------------|
| Cost Total | | | | \$47,473.46 |
| Bond Total - 10% | | | | \$4,747.35 |



Jeremy Couch, P.E. 70658