

**SUBJECT:** Southwind Off-Site Roadway Improvements **PI#6795**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** May 12, 2026  
**CONTACT:** Lee Ann Kennedy

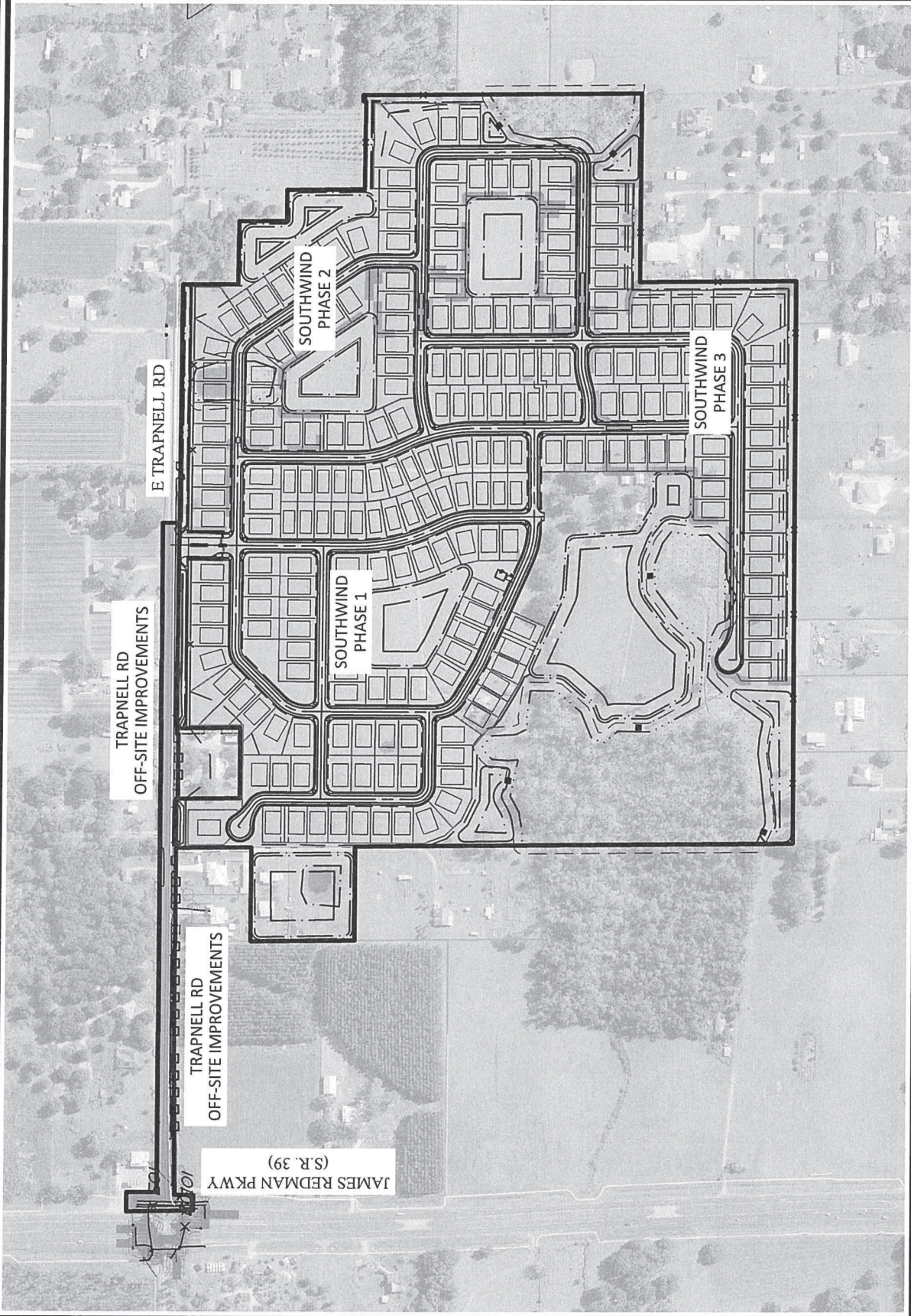
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**RECOMMENDATION:**

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roads and drainage) for Maintenance to serve Southwind Off-Site Roadway Improvements, located in Section 16, Township 29, and Range 22, 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 Check in the amount of \$48,576.10 and authorize the Chairman to execute the Owner/Developer's Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On June 26, 2024, Permission to Construct was issued for Southwind Off-Site Roadway Improvements, after construction plan review was completed on February 14, 2024. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is Cardel Southwind, LLC and the engineer is Heidt Design.



Southwind - Off-Site  
Location Map

Cardel Southwind, LLC  
City of Plant City

SCALE: 1" = 500'

0 250 500

| DATE                                                                                                                                                                                                                                                          | DESCRIPTION | JOB # | CD# | PH     | LOG |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------|-----|--------|-----|
| DATE: 06/17/2024                                                                                                                                                                                                                                              |             | 008   | CDD | PH-100 |     |
| NOTES: This is a preliminary conceptual site plan and is subject to survey information, final design, floodplain and grand tree analysis approvals, additional drainage, floodplain and grand tree analysis is required and may affect final site and layout. |             |       |     |        |     |

**HEIDT**  
DESIGN  
2014  
Tampa, FL 33615  
PH: 813-241-1311  
WWW.HEIDTDESIGN.COM

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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Cardel Southwind, 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 Southwind Offsite Road Improvements (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 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 to be warranted constructed in conjunction with the Project are as follows:

Roads/Streets and Stormwater Drainage Systems

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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 \_\_\_\_\_ with \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, and
  - c. Cashier/Certified Check, number 500684910, dated March 26, 2026 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.

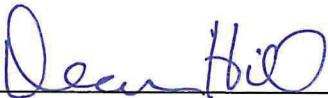
4. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, 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 this Agreement, effective as of the date set forth above.

ATTEST:

  
\_\_\_\_\_  
Witness Signature

DEAN HILL  
\_\_\_\_\_  
Printed Name of Witness

  
\_\_\_\_\_  
Witness Signature

Bernadette Rivera  
\_\_\_\_\_  
Printed Name of Witness

Owner/Developer:

By:   
\_\_\_\_\_  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

Kent Hollman  
\_\_\_\_\_  
Printed Name of Signer

Florida Regional President  
\_\_\_\_\_  
Title of Signer

3160 S. Falkenburg Rd., Riverview, FL 33578  
\_\_\_\_\_  
Address of Signer

813-612-8001  
\_\_\_\_\_  
Phone Number of Signer

CORPORATE SEAL  
(When Appropriate)

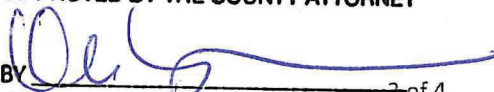
VICTOR D. CRIST  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

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

**APPROVED BY THE COUNTY ATTORNEY**

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

3 of 4

03/2025

**Representative Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

25 day of March, \_\_\_\_\_, by Kent Hollman as  
(day) (month) (year) (name of person acknowledging)

Florida Regional President for Cardel Southwind LLC.  
(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

[Signature]  
(Signature of Notary Public - State of Florida)

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



KARINA D. URIAS  
Commission # HH 677225  
(Notary Seal)  
Expires May 19, 2029

HH 677225  
(Commission Number)

5/19/29  
(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

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

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

(Notary Seal)

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Expiration Date)

500684910

Date: March 26, 2026

\$ \*\*\*\*\*48,576.10



## OFFICIAL CHECK

PAY Forty-Eight Thousand Five Hundred Seventy-Six and 10/100\*\*\*\*\*PAY TO THE Hillsborough County BOCC  
ORDER OF

MEMO: \_\_\_\_\_

Issued by flagstar  
1-888-248-6423

*[Signature]*  
AUTHORIZED SIGNATURE

*[Signature]*  
AUTHORIZED SIGNATURE

⑈500684910⑈ ⑆226071004⑆ 344145⑈



## CUSTOMER COPY

Date: March 26, 2026

Account Detail  
BRIAN J. PHILLIPS  
Gregory A. Graham

Account #

Amount  
\*\*\*\*\*48,576.10

Balance

Payee Hillsborough County BOCC

Official Check

Chk 500684910

March 26, 2026

Br 0367 Amt \*\*\*\*\*48,576.10

MEMO: \_\_\_\_\_

MO4-0

APPROVED BY THE COUNTY ATTORNEY

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



## Summary For Warranty Bond

### SOUTHWIND PHASE 1 - OFFSITE ROAD (E. TRAPNELL ROAD)

|                                            |                     |
|--------------------------------------------|---------------------|
| Streets                                    | \$ 321,820.10       |
| Drainage                                   | \$ 163,940.87       |
| Total Amount                               | \$ 485,760.97       |
| <b>Warranty Bond Amount (10% of Total)</b> | <b>\$ 48,576.10</b> |

Strickland T Smith

Digitally signed by Strickland T Smith  
DN: cn=US, o=Unaffiliated, dnQualifier=  
A01410000001BEE10E1F4000E8EE, cn=Strickland T Smith  
(Reason: I am the author of this document)  
Location:  
Date: 2026.03.26 12:24:17-0400  
Frost PDF Editor Version: 13.1.7

Strickland T. Smith, P.E. #50652

Date Prepared: January 9, 2026

Strickland T. Smith, State of Florida,  
Professional Engineer, License No. 50652

This item has been digitally signed and sealed by  
Strickland T. Smith, P.E. on the date indicated here.

Signature must be  
verified on any electronic copies.



## Engineers Cost Breakdown

### Schedule: Streets

### SOUTHWIND PHASE 1 AND OFFSITE

| Unit                               | Quantity | Item                           | Unit Price  | Total Amount         |
|------------------------------------|----------|--------------------------------|-------------|----------------------|
| <b>Off-Site (E. Trapnell Road)</b> |          |                                |             |                      |
| SY                                 | 2,883    | 1½" Type FC-5 Friction Course  | \$ 20.21    | \$ 58,265.43         |
| SY                                 | 945      | 3" Type SP-12.5 Surface Course | \$ 48.42    | \$ 45,756.90         |
| SY                                 | 1,491    | 12" Limerock Base Course       | \$ 32.22    | \$ 48,040.02         |
| SY                                 | 340      | 4" Optional Base Group 1       | \$ 133.12   | \$ 45,260.80         |
| SY                                 | 1,306    | 12" Stabilized Subgrade        | \$ 15.65    | \$ 20,438.90         |
| LF                                 | 1,730    | 5' Concrete Sidewalk           | \$ 53.53    | \$ 92,606.90         |
| EA                                 | 2        | ADA Handicap Ramps             | \$ 1,930.45 | \$ 3,860.90          |
| LF                                 | 100      | Type F Curb and Gutter         | \$ 49.05    | \$ 4,905.00          |
| LF                                 | 25       | Drop Curb and Gutter           | \$ 107.41   | \$ 2,685.25          |
|                                    |          |                                |             |                      |
|                                    |          | <b>Total Streets</b>           |             | <b>\$ 321,820.10</b> |

### Schedule: Drainage

| Unit                               | Quantity | Item                          | Unit Price  | Total Amount         |
|------------------------------------|----------|-------------------------------|-------------|----------------------|
| <b>Off-Site (E. Trapnell Road)</b> |          |                               |             |                      |
| LF                                 | 23       | 15" RCP                       | \$ 176.82   | \$ 4,066.86          |
| LF                                 | 919      | 18" RCP                       | \$ 122.57   | \$ 112,641.83        |
| LF                                 | 25       | 24" CMP (Connect to Existing) | \$ 321.25   | \$ 8,031.25          |
| EA                                 | 5        | Type C GTI                    | \$ 5,566.85 | \$ 27,834.25         |
| EA                                 | 2        | MES 15" RCP                   | \$ 2,241.32 | \$ 4,482.64          |
| EA                                 | 2        | MES 18" RCP                   | \$ 2,407.12 | \$ 4,814.24          |
| EA                                 | 1        | MES 24" CMP                   | \$ 2,069.80 | \$ 2,069.80          |
|                                    |          |                               |             |                      |
|                                    |          | <b>Total Drainage</b>         |             | <b>\$ 163,940.87</b> |