

**SUBJECT:** 7-Eleven #38282 E. Fowler Ave  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** January 12, 2021  
**CONTACT:** Lee Ann Kennedy

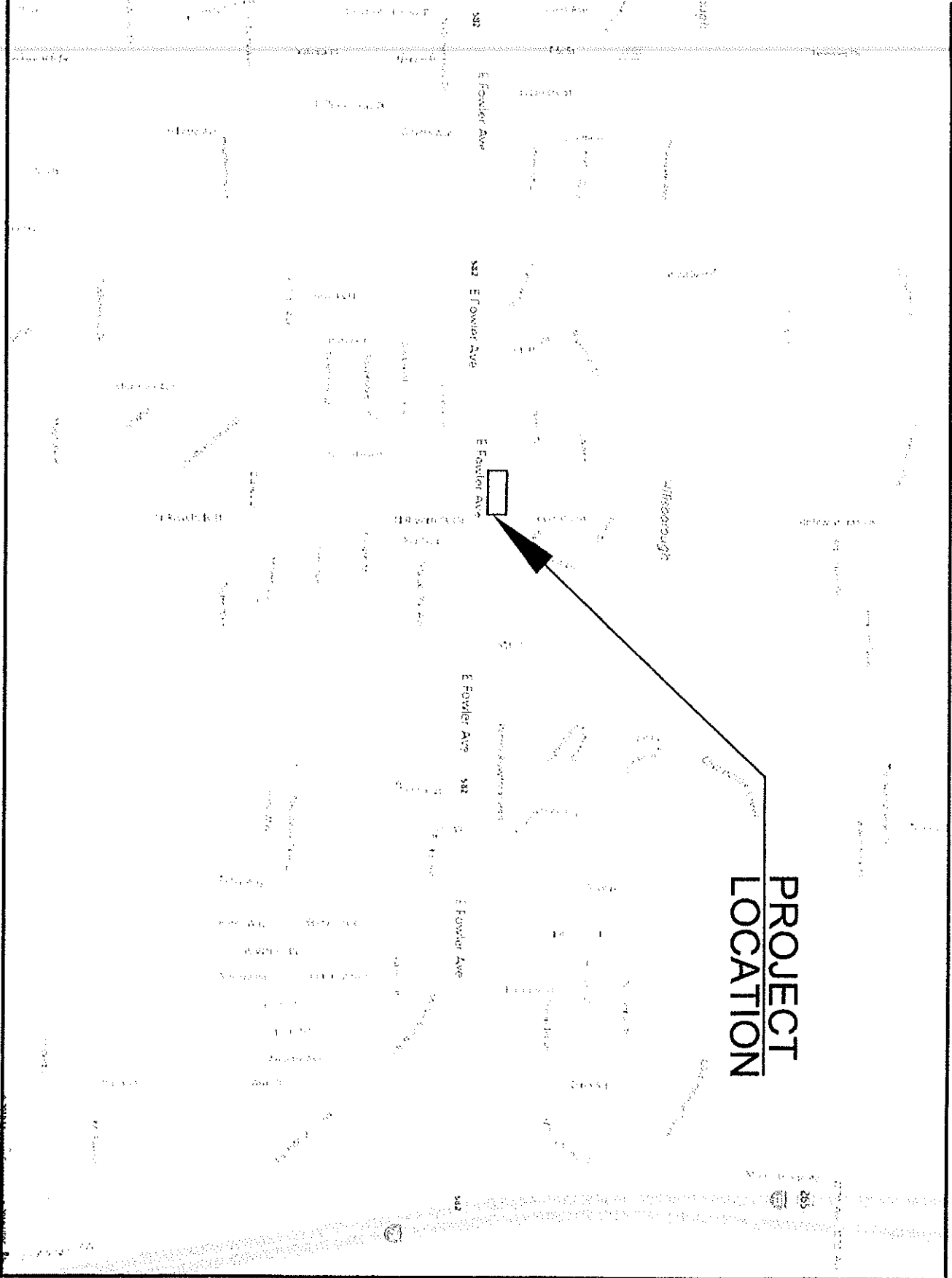
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**RECOMMENDATION:**

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway and right turn lane) 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 7-Eleven #38282 E. Fowler Ave, located in Section 9, Township 28, and Range 20. 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 \$1,833.00 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

**BACKGROUND:**

On June 27, 2019, Permission to construct was issued for 7-Eleven #38282 E. Fowler Ave. 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 Warranty Bond, which the County Attorney's Office has reviewed and approved. The developer is Major League Services, LLC and the engineer is Cornelison Engineering & Design, Inc.



**PROJECT  
LOCATION**

**LOCATION MAP**

1" = 1000'

**SECTION 11 - TOWNSHIP 28 - RANGE 19**



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

This Agreement made and entered into this 30th day of November, 2020, by and between Major League Services, 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 7-Eleven #38282; 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 7-

Eleven #38282 are as follows: Off-site roadway improvements and right turn lane along Riverhills Drive

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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 Warranty Bond, dated October 2, 2020, with Major LeagueServices LLC  
as Principal, and Merchant Bonding Company (Mutual) as Surety,

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 30th day of

November, 2020.

ATTEST:

  
\_\_\_\_\_  
Witness Bob Walker

  
\_\_\_\_\_  
Witness Kellie Schauer

DEVELOPER:

  
\_\_\_\_\_  
Authorized Corporate Officer or Individual

Ciro Esposito  
\_\_\_\_\_  
Name (typed, printed or stamped)

NOTARY PUBLIC

1729 Tall Pine Circle, Safety Harbor, FL  
34695  
\_\_\_\_\_  
Address of Signer

CORPORATE SEAL  
(When Appropriate)

Phone Number of Signer 727-215-9616

ATTEST:

PAT FRANK, Clerk of  
the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk  
Owners Developers Warranty Agreement 050107.doc

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

APPROVED BY COUNTY ATTORNEY  
  
BY \_\_\_\_\_  
Approved as to Form and Legal Sufficiency

**CORPORATE ACKNOWLEDGMENT:**

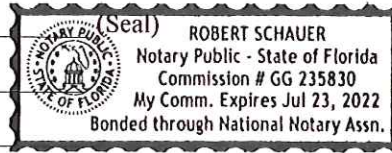
STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30TH day of November, 2020, by Ciro Esposito respectively Manager/Member of Major League Services, LLC, a corporation under the laws of the state of Florida 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: [Signature]  
Print: ROBERT SCHAUER  
Title or Rank: Manager



Serial Number, if any: \_\_\_\_\_

My Commission Expires: 7/23/2022

**INDIVIDUAL ACKNOWLEDGMENT:**

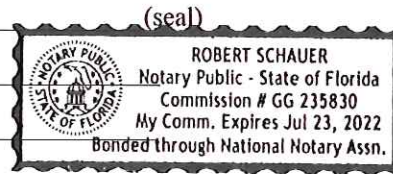
STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 30th day of November, 2020, by Ciro Esposito, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: [Signature]  
Print: ROBERT SCHAUER  
Title or Rank: Manager



Serial Number, if any: \_\_\_\_\_

My Commission Expires: 7/23/2022

Bond No: FL 616116

**WARRANTY BOND**

KNOW ALL MEN BY THESE PRESENTS, That we Major League Services LLC called the Principal and Merchants Bonding Company (Mutual) called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Eighteen Hundred Thirty-Three 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 roadway improvements and right turn lane along Riverhills Drive) for maintenance constructed in conjunction with the site known as 7-Eleven #38282 \_\_\_\_; and **WHEREAS**, the aforementioned site development regulations require as a condition of acceptance of the improvement facilities (off-site roadway improvements and right turn lane along Riverhills Drive) 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.

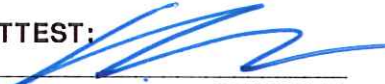
**NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

- A. 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 7-Eleven #38282 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 February 12, 2023.**

SIGNED, SEALED AND DATED this 6th day of October, 2020.

ATTEST:



Major League Services LLC

PRINCIPAL

(SEAL)

Merchants Bonding Company (Mutual)

SURETY

(SEAL)

ATTEST:



James J. Drew, ATTORNEY-IN-FACT (SEAL)



**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, David T Miclette; Heather Noles; James J Drew; Lenita W Hartnett

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

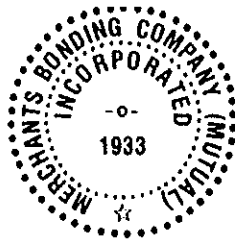
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

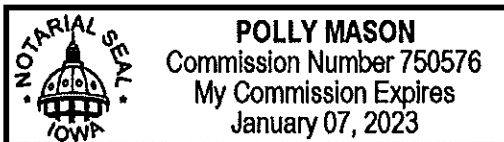


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

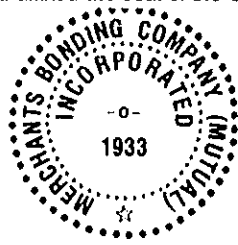
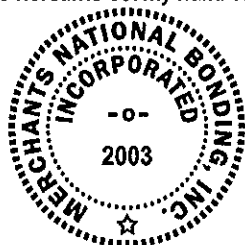


*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of October, 2020.



*William Warner Jr.*  
Secretary



**CORNELISON  
ENGINEERING  
& DESIGN, INC.**

Engineer's Opinion of Probable Cost of Construction

ROW Only

Project Name: 7-Eleven #38282

Project Address: 7142 E. Fowler Ave., Temple Terrace

Owner: VRE Fowler, LLC

Contractor: Kel-Mar Construction Corp.

DESCRIPTION	QTY:	UNIT:	UNIT COST:	TOTAL:
<b>Demolition</b>				
Removal of Existing Asphalt	78	SY	\$ 8.00	\$ 624.00
Removal of Existing Concrete Sidewalk	22	SY	\$ 5.00	\$ 110.00
Removal of Existing Curb and Gutter	80	LF	\$ 2.00	\$ 160.00
<b>Maintenance of Traffic</b>				
Maintenance of Traffic	5	DAY	\$ 250.00	\$ 1,250.00
<b>Curbs and Gutters</b>				
Concrete Curb & Gutter, Type F	86	LF	\$ 20.00	\$ 1,720.00
<b>Sidewalks and Driveways</b>				
Concrete Sidewalk, 4"	47	SY	\$ 37.00	\$ 1,739.00
Handicap Ramp, 5' wide	2	EA	\$ 650.00	\$ 1,300.00
Detectable Warnings	20	SF	\$ 25.00	\$ 500.00
<b>Pavement Markings</b>				
Thermoplastic, STD, Solid/Skip, 6"	200	LF	\$ 1.60	\$ 320.00
Thermoplastic, STD, White Solid/Skip, 12"	96	LF	\$ 2.75	\$ 264.00
Thermoplastic, STD, White Arrow	6	EA	\$ 60.00	\$ 360.00
<b>Asphalt Paving</b>				
10" Limerock Base	260	SY	\$ 20.00	\$ 5,200.00
4" Type SP12.5 Asphalt	260	SY	\$ 18.00	\$ 4,680.00
<b>Planting</b>				
Performance Turf, Sod	42	SY	\$ 2.50	\$ 105.00
<b>TOTAL ESTIMATED VALUE:</b>				<b>\$ 18,332.00</b>

NOTE: Cost based on actual construction costs as provided by the contractor, Kel-Mar Construction Corp.



Craig L. Cornelison, P.E.  
FL Registration No. 55433  
Certificate of Authorization No. 28928

**CORNELISON ENGINEERING & DESIGN, INC.**

38039 Old 5th Avenue • Zephyrhills, FL 33542

Phone: (813) 788-7835 • Fax: (813) 788-7062 • www.cornelison-eng.com