

SUBJECT: Casa Di Francesco Off-Site **PI#6404**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: March 11, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (road repaving, drainage, sidewalks and watermain) for Maintenance to serve Casa Di Francesco Off-Site, located in Section 04, Township 29, and Range 20, 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 Bond in the amount of \$16,128.23 and authorize the Chairman to execute the Subdivider's Agreement for Warranty of Required Improvements.

BACKGROUND:

On August 14, 2023, Permission to Construct Prior to Platting was issued for Casa Di Francesco Off-Site, after construction plan review was completed on June 30, 2023. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Blue St Francis, LTD and the engineer is Highpoint Engineering.



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

This Agreement made and entered into this 1st day of January, 2025, by and between Blue St. Franics, Ltd, 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 Casa di Francesco (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:

Water Main Extension / Concrete Sidewalks / Stormwater Collection System / Repaving associated with

Water Improvements on County Road 579 and Fillmore Avenue.

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 01/03/2025 with Blue St Franics, LTD as Principal, and Allantic Specialty Insurance Company 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 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.

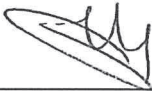
ATTEST:



Witness Signature

Ash Leyer

Printed Name of Witness



Witness Signature

Mathilde Jarrett

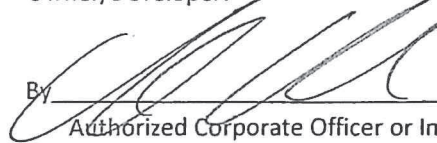
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

CINDY STUART
Clerk of the Circuit Court

By: _____
Deputy Clerk

Owner/Developer:



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

Scott Macdonald

Printed Name of Signer

Manager and Member

Title of Signer

180 Fountain Parkway N, Suite 100, St. Petersburg

Address of Signer

(813) 514-2100

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

Representative Acknowledgement
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

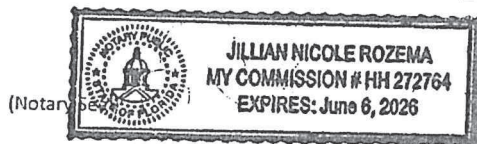
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
3rd day of February, 2025, by Scott Macdonald as
(day) (month) (year) (name of person acknowledging)
manager and member for Blue St. Francis LTD
(type of authority, ...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Jillian Rozema
(Signature of Notary Public - State of Florida)

Type of Identification Produced

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



HH 272764 6-6-26
(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

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number) (Expiration Date)

SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we Blue St. Franics, Ltd.

called the Principal, and Atlantic Specialty Insurance Com

called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Sixteen Thousand One Hundred Twenty Eight and 23/100 (\$ 16,128.23) 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, in connection with the development of the project known as Casa di Francesco, hereafter referred to as the “Project”, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following off-site improvements for maintenance: Water Main Extension / Concrete Sidewalks / Stormwater Collection System / Repaving associated with Water Improvements on County Road 579 and Fillmore (hereafter, the “Off-Site Project Improvements”), and Avenue.

WHEREAS, the aforementioned site development regulations require as a condition of acceptance of the Off-Site Project Improvements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the the Off-Site Project Improvements 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 a site development agreement, hereafter the "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 Off-Site Project Improvements for maintenance by the Board of County Commissioners of Hillsborough County, 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 April 30, 2027.

SIGNED, SEALED AND DATED this 3rd day of January, 2025.

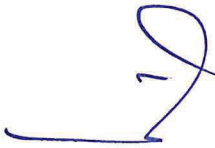
ATTEST: Blue St. Franics, Ltd.



Principal Signature
Atlantic Specialty Insurance Company

(Seal)

Surety Signature



(Seal)

ATTEST:




Attorney-in-fact Signature
Anett Cardinale
FL Licensed Resident Agent



ATTEST

(Seal)

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Anett Cardinale, Mary Wade**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

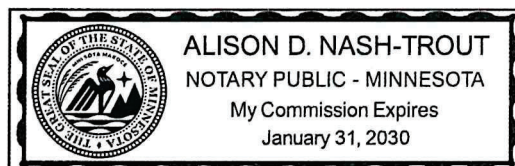


By

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3rd day of January, 2025



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

COST ESTIMATE FOR WARRANTY BOND
CASA DI FRANCESCO
4470 MANGO ROAD, SEFFNER
HILLSBOROUGH COUNTY ROW PERMIT: ROW-23-0000659E
FOLIO: 064833-0100
DATE: 12-16-24

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
MANGO ROAD				
Connect to Existing Inlet	1	EA	\$ 2,027.00	\$ 2,027.00
24" CL - III RCP	8	FT	\$ 1,605.00	\$ 12,840.00
24" Headwall	1	EA	\$ 8,768.00	\$ 8,768.00
			SUB-TOTAL	\$ 23,635.00
Fire Hydrant	1	EA	\$ 5,397.50	\$ 5,397.50
Raise Fire Hydrants	2	EA	\$ 762.00	\$ 1,524.00
Swale Modification	1	LS	\$ 2,170.00	\$ 2,170.00
			SUB-TOTAL	\$ 9,091.50
6" Fiber Concrete Sidewalk	6,830	SF	\$ 9.14	\$ 62,426.20
Concrete Ramp	4	EA	\$ 1,020.00	\$ 4,080.00
Domes	1	LS	\$ 7,200.00	\$ 7,200.00
Sign	2	LS	\$ 300.00	\$ 600.00
Bahia Sod	9,400	SF	\$ 1.60	\$ 15,040.00
			SUB-TOTAL	\$ 89,346.20
FILLMORE AVENUE				
Remove Asphalt Paving	190	SY	\$ 1.60	\$ 304.00
Connect to Existing	1	EA	\$ 1,500.00	\$ 1,500.00
Steel Casing Pipe	30	FT	\$ 160.00	\$ 4,800.00
6" DIP Pipe	105	FT	\$ 93.00	\$ 9,765.00
6" Tee	1	EA	\$ 550.00	\$ 550.00
6" 90 Bend	3	EA	\$ 510.00	\$ 1,530.00
6" 22.5 Bend	1	EA	\$ 450.00	\$ 450.00
6" Gate Valve	3	EA	\$ 2,000.00	\$ 6,000.00
Fire Hydrant	1	EA	\$ 2,500.00	\$ 2,500.00
2" Asphalt	190	SY	\$ 20.40	\$ 3,876.00
6" Recycled Crushed Concrete	190	SY	\$ 15.74	\$ 2,990.60
Stabalized Subgrade	190	SY	\$ 9.60	\$ 1,824.00
4" Concrete Walk	240	SF	\$ 13.00	\$ 3,120.00
			SUB-TOTAL	\$ 39,209.60
			TOTAL COST OF CONSTRUCTION	\$ 161,282.30
			10% WARRANTY BOND AMOUNT	\$ 16,128.23

Note: Warranty bonds are 10% for two years from date of acceptance by BOCC.

If letter of credit or bonds are used , a minimum of thirty additional days will be required beyond the completion date and /or the warranty period to allow the county sufficient time to draw on the letter of credit or bond.



Braulio Grajales

SIGNATURE

BRAULIO GRAJALES
Professional Engineer

Digitally signed by Braulio Grajales
DN: c=US, o=HIGH POINT ENGINEERING INC,
dnQualifier=A01410D0000018F9D21E3A200
0837F7, cn=Braulio Grajales
Date: 2024.12.19 09:36:52 -05'00'

DATE

58626
FL REG. No.